

United States Treaties and Other International Agreements



VOLUME 19

IN SIX PARTS

Part 5

1968

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of the Secretary of State*

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

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

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AFGHANISTAN

Agricultural Commodities

*Agreement signed at Kabul July 2, 1968;
Entered into force July 2, 1968.*

SUPPLEMENTARY AGREEMENT BETWEEN THE
GOVERNMENT OF THE UNITED STATES OF AMERICA AND
THE ROYAL GOVERNMENT OF AFGHANISTAN
FOR SALES OF AGRICULTURAL COMMODITIES

The Government of the United States of America and the Royal Government of Afghanistan, as a first supplement to the Agreement for sales of agricultural commodities between the two Governments signed on July 19, 1967 [¹] (hereinafter referred to as the July Agreement), have agreed to the sales of commodities specified below. This first supplementary agreement shall consist of the Preamble, Parts I and III, and the Convertible Local Currency Credit Annex of the July Agreement, and the following Part II:

PART II - PARTICULAR PROVISIONS

ITEM I. Commodity Table:

| <u>Commodity</u> | <u>Supply Period</u> United States Fiscal Years | <u>Approximate Maximum Quantity</u> (Metric Tons) | <u>Maximum Export Market Value</u> (Millions) |
|-------------------------------------|---|--|--|
| Wheat and/or wheat flour | 1969/70 | 90,000 | \$ 5.6 |
| Soybean and/or cottonseed oil | 1969 | 6,000 | 1.6 |
| Ocean transportation (estimated) | | | <u>1.0</u> |
| | | TOTAL | \$ 8.2 |

¹ TIAS 6322; 18 UST 1766.

موافقنامه تکمیلی، بین، حکوم اسلام متحده امریکا
و حکوم پادشاهی، افغانستان راجع به فروش
مواد زراعتی،

حکوم اسلام متحده امریکا و حکوم پادشاهی افغانستان بحیث تکمیلی اول به
موافقنامه فروش مواد زراعتی که بین حکومتین بتاریخ ۱ جولائی ۱۹۶۷ به امضاء رسیده
بود (بعد از آن، موافقنامه جولا ئی پاد میشود) به فروش مواد یکهذیلاً مشخص ساخته
شده است موافقه نموده اند. آین موافقنامه تکمیلی اول مشتمل خواهد بود بر مقدمه
قسم اول و سوم و کریدت اسعار محلی قابل تبارله که ضمیمه موافقنامه جولا ئی میباشد
و قسم دوم کهذیلاً توضیح میشود.

قسم دوم : - مقررات مشخص .
جزء اول : - جدول اموال .

| <u>اسوال</u> | <u>تاریخ تهییه</u> | <u>مقدار حد</u> | <u>حد اکثر ارزش</u> |
|----------------------|--------------------|-----------------|---------------------|
| | سال مالی امریکا | (ت، متریک) | صادرات، بازار |
| گندم و یا آرد گندم | ۱۹۷۰-۱۹۷۹ | ۹۰۰۰ | (میلیون) ۶۰ دالر |
| روغن نباتات، سایپوهن | ۱۹۷۹ | ۶۰۰۰ | ۱۹۶ |
| ماپنهه دانه | | | |
| کرایه بحری، | | | |
| (تخمین) | | | |
| | | | ۱۵۰ |
| مجموع | | | ۲۰۸ دالر |

ITEM II. Payment Terms**Convertible Local Currency Credit**

1. Initial payment -- None
2. Currency use payment -- \$750,000, of which \$375,000 shall be due on November 1, 1968 or 30 days after arrival in Afghanistan of the first shipment of commodities financed under this agreement, whichever is later, and an additional \$375,000 shall be due on March 31, 1969.
3. Balance payable in installments -- approximately equal annual amounts
4. Number of installment payments -- 31
5. Due date of first installment payment -- ten years after date of last delivery of commodities in each calendar year
6. Initial interest rate -- 2 percent
7. Continuing interest rate -- 2 1/2 percent.

ITEM III. Usual Marketing Table:

| <u>Commodity</u> | <u>Import Period</u> | <u>Usual Marketing Requirement</u> |
|------------------|----------------------|------------------------------------|
| | United States | |
| | Fiscal Year | |
| Edible Oil | 1969 | 500 Metric Tons |

جزء دوم :- شرایط نادیه.
کریدت اسعار محلی قابل تبادله.

- ١ / نادیه پیشگی ندارد
 - ٢ / نادیه مصرف‌نمایار... ۷۵۰ دالر که از این جمله ۳۷۵۰ دالر پناول نوامبر ۱۹۶۸ با ۰ روز سیدن، جویه، اول اموال به افغانستان، که تحت آین مرا فقتمه تمولی گردیده هر کدام بعد تسر واقع شود قابل نادیه خواهد شد و علاوه بر مبلغ ۳۷۵۰۰ دالر به ۳۱ مارچ ۱۹۶۹ قابل نادیه خواهد گردید.
 - ٣ / باقیمانده قابل نادیه به اقساط است - تقریباً به مبالغ مساوی سالانه.
 - ٤ / تعداد نادیات به اقساط - ۳۱
 - ٥ / تاریخ سپریمیدن قسط اول نادیات ده سال بعد از تاریخ اخرين پلانی اموال درهیال تقویی.
 - ٦ / نرخ ربح در مدت اولی - ۲ فیصد.
 - ٧ / نرخ رسم در مدت باقیمانده - ۴ و نیم فیصد.
- جزء سوم :- جدول مارکتینگ جاری.

| اموال | سال مالی، امریکا | مدت تورید | مقدار ضرورت مارکتینگ جاری |
|-------------|------------------|------------|---------------------------|
| روغن، نباتی | ۱۹۶۹ | ۵ تن متريک | |

ITEM IV. Export Limitations:

- A. The export limitation period for commodities the same as or like any particular commodity financed under this agreement shall be the period beginning on the date of this agreement and ending on the final date on which the relevant commodity financed under this agreement is imported and utilized.
- B. For the purpose of Part I, Article III A 3 of the agreement, the commodities considered to be the same as, or like, the commodities financed under this agreement are:
Foodgrains, including products thereof;
Edible vegetable oils and products thereof.

ITEM V. Self-Help Measures:

The Royal Government of Afghanistan is undertaking to improve its production, storage and distribution of agricultural commodities by according high priority to the self-help measures outlined in the July 19, 1967 Agreement; and aims to increase the budgetary and manpower resources devoted to the achievement of these agricultural project objectives.

In addition to the self-help measures in the July Agreement,

جزء چهارم و- تحدیدات صادراتی.

الف. مدت تحدید صادراتی برای عین اموال ویا مشابه به آن اموال مشخص دیگر که تحت این قرضه تمویل گردید مدتی خواهد بود که از تاریخ من این موافقتنامه اغاز و به اخیرین تاریخی که اموال مربوطه تحت این موافقتنامه تورید و مصرف شود انجام می یابد.

ب . هم‌قصد قسمت اول ماده سوم الف ۳ موافقتنامه عین اموالیکه با مشابه به آن اموالیکه تحت این موافقتنامه تمویل نمیشود عبارت است از :

نله باب بشمول محصوله آن .
روغن نباتی و محصولات آن .
جزء پنجم و- تدبیر کنک بخود .

حکومت پادشاهی افغانستان بمنظور بهبود تولیدات خود در تسهیلات گدام و توزیع مواد زراعی اقدامات به دادن قدمات به تعا هیرکمک بخود که در موافقتنامه ۹ جولائی ۱۹۶۷ شامل است اتخاذ نموده و اهداف خود را متوجه افزایش منابع بود جوی و قوای بشری برای رسیدن به موفقیت های درساده پروژه های زراعی می‌سازد.

علاوه بر تدبیر کنک بخود موافقتنامه جولائی حکومت پادشاهی افغانستان

the Royal Government of Afghanistan is undertaking:

1. To establish and implement an incentive pricing policy for wheat at levels sufficient to enable farmers to purchase fertilizer, improved seed and other inputs, and adopt improved production practices.
2. To outline, for joint discussion by representatives of both Governments no later than December 31, 1968, steps it is prepared to take toward developing the capacity of private importers and traders in Afghanistan for commercial distribution of fertilizer on a scale adequate to the country's requirements.
3. Steps to improve administrative arrangements and personnel management for agricultural development, giving consideration to the recommendations made by the United States Agricultural Review Team.

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

For purposes specified in ITEM V and for other economic development authorized as may be mutually agreed upon.

اجراه میدارد :

۱ / ثبیت واجرای پالیسی قیمت گذاری تشویقی برای گندم به حدیکه دهائین را در خریداری کود کمیابی تخمینه بیشتر وسائل ضروریا بمنظور بیشتر ساختن تولیدات شان قادر سازد .

۲ / طرحی برای مذاکرات نمایندگان حکومتین نه ناوقتناز ۳۱ دسمبر ۱۹۶۸ که در آن بمنظور توسعه تدریستورید کنندگان و تاجران خصوصی در توزیع کود کمیابی به شکل تجارتی در افغانستان بخاند ازه ضرورت حملت تدبیر انجام شود .

۳ / قدم های در راه ترتیب به وجود آرای وضجهنت پرسوئل برای انکشا ف زراعتی با درنظر گرفتن پیشنهاد اتیکه توسط تیم زراعتی اعلام متعدد امریکا صورت گرفته بود .

جزء ششم :- مقاصد انتشار اقتصادی که بمنظور آن پول های حاصله به مملکت

تورید کننده مصرف شود :

به مقاصد یکه در جزو پنج پس ایگر موارد انکشا ف اقتصادی مجاز طویکه بین طرفین موافقه شود .

ITEM VII. Other Provisions:

1. The Government of the exporting country elects pursuant to Paragraph 6 of the Annex that all payments under II. 2 of this part be made in afghanis, which shall be used by the Government of the exporting country for payment of its obligations in the importing country.
2. Notwithstanding Paragraph 4 of the Annex, the Government of the importing country may withhold from deposit in the special account referred to in such Paragraph so much of the proceeds accruing to it from the sales of commodities financed under this agreement as is equal to the amount of the currency use payments made by the Government of the importing country.
3. In Paragraph 4 of the Convertible Local Currency Credit Annex to the July Agreement the second sentence is hereby amended to read 'Deposits shall be made sixty days after the end of each Afghan month for the amount of commodities sold that month.'

جزء هفتم :- سایر مقررات

/۱ حکومت مملکت صادر کننده باس اسپر اگراف، ضمیمه انتخاب مینماید که کلیه نادیات تحت جزء دوم (۲) این قسمت به افغانی صورت گیرد تا ازین پول حکومت مملکت صادر کنند هرای اینقای تعهدات خود در مملکت تورید کننده استفاده نمایند.

/۲ باوبوب پراگراف، ضمیمه - حکومت مملکت تورید کنند ما زگذاشتند پول به حساب مخصوص که در همان پراگراف تذکر رفته از ما حصل فروش مواد یکد تحت این موافقتنامه تمویل میگردد مساوی به مبلغی که جهت استخار قابل مصرف از طرف حکومت مملکت تورید کنند نادیه میگردد خود داری خواهد کرد.

/۳ در پراگراف، ضمیمه موافقتنامه جولا ئی کریدتا سفار محلی قابل تبادله جطه دوم آن تعدیل و اینطور خوانده شود " امانت ۶۰ روز بعده از اخیر هر ماه افغانی بمبلغ که اموال در ان ماه بفروش رسیده باشد گذاشته خواهد شد."

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

DONE at Kabul in duplicate in the English and Dari
languages, each version being equally authentic,
this second day of July 1968.

FOR THE GOVERNMENT OF THE
UNITED STATES OF AMERICA

اًزطـرفـ حـكـومـتـ اـنـدـلـاعـ
مـتـحـدـهـ اـمـرـيـكاـ

Robert G. Neumann
Ambassador Extraordinary
and Plenipotentiary

راـبـرتـ جـيـ نـيـوـ مـسـنـ
سـفـرـكـيـرـ وـنـعـانـدـهـ
فـوقـالـعـادـهـ

FOR THE ROYAL GOVERNMENT
OF AFGHANISTAN

اـزـطـرفـ حـكـومـتـ پـاـرـشاـھـیـ
اـفـغـانـسـتـانـ

M. Enwer Ziyae
Minister of Finance

مـحمدـ انـورـ ضـيـاءـىـ
وزـيرـ مـالـسـيـهـ

[¹]

¹ In the original agreement the English and Dari texts appeared on one page and signatures were centered.

به شهادت ازان نایندگان مربوط که بر این مرام صلاحیتدارند موافقنامه
هذا را امضا نمودند.

به دو نقل به لسان های انگلیسی و دری در کابل ب تاریخ ۱۱ سرطان ۱۳۴۷
عقد گردید که عرمند دارای قوه مساون می باشد.

MULTILATERAL

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

*Agreement signed at Vienna July 15, 1968;
Entered into force July 19, 1968.*

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

WHEREAS the Government of the Republic of the Philippines and the Government of the United States of America have been co-operating on the civil uses of atomic energy under their Agreement for Cooperation of 13 June 1968,^[1] which requires that equipment, devices and materials made available to the Philippines by the United States be used solely for peaceful purposes and establishes a system of safeguards to that end;

WHEREAS the Agreement for Cooperation reflects the mutual recognition of the two Governments of the desirability of arranging for the Agency to administer safeguards as soon as practicable;

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

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

WHEREAS the Board of Governors of the Agency approved that request on 13 June 1968;

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

PART I

Definitions

Section 1. For the purposes of this Agreement:

- (a) "Agency" means the International Atomic Energy Agency.
- (b) "Board" means the Board of Governors of the Agency.
- (c) "Agreement for Cooperation" means the agreement between the Philippines and the United States for co-operation on the civil uses of atomic energy signed on 13 June 1968.
- (d) "Inspectors Document" means the Annex to Agency document GC(V)/INF/39, which was placed in effect by the Board on 29 June 1961.
- (e) "Inventory" means either of the lists of material, equipment and facilities described in Section 10.
- (f) "Nuclear material" means any source or special fissionable material as defined in Article XX of the Agency's Statute.
- (g) "Safeguards Document" means Agency document INFCIRC/66, which was approved by the Board on 28 September 1965, including the Annex setting forth provisions for reprocessing plants set forth in Agency document GC(X)/INF/86, which was approved by the Board on 17 June 1966.

¹ TIAS 6522; *ante*, p. 5389.

² TIAS 3873; 8 UST 1093.

- (b) "United States" means the Government of the United States of America.
- (i) "Philippines" means the Government of the Republic of the Philippines.

PART II

Undertakings by the Governments and the Agency

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

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

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

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

Section 6. The United States agrees that its rights under Article XII of the Agreement for Cooperation to apply safeguards to equipment, devices and materials subject to that Agreement will be suspended with respect to materials, equipment and facilities while they are listed in the Inventory for the Philippines. It is understood that no other rights and obligations of the Philippines and the United States between themselves under Article XII and under other provisions of the Agreement for Cooperation, including those arising by reason of paragraph 2 of Article XI will be affected by this Agreement.

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

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

PART III

Inventories and Notifications

Section 9.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

PART IV

Safeguards Procedures

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

Section 22. The safeguards to be applied by the Agency to the items listed in the Inventories are those procedures specified in the Safeguards Document. The Agency shall make subsidiary arrangements with each Government concerning the implementation of safeguards procedures which shall include any necessary arrangements for the application of safeguards to non-nuclear materials and equipment. The Agency shall have the right to request the information referred to in paragraph 41 of the Safeguards Document and to make the inspections referred to in paragraphs 51 and 52 of the Safeguards Document.

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

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

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

PART V

Agency Inspectors

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

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

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

PART VI

Finance

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

Section 28.

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

PART VII.

Settlement of Disputes

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

- (a) If the dispute involves only two of the Parties to this Agreement, all three Parties agreeing that the third is not concerned, the two Parties involved shall each designate one arbitrator, and the two arbitrators so designated shall elect a third, who shall be the Chairman. If

¹ 374 UNTS 147.

² 59 Stat. 669; 22 U.S.C. § 288 note.

³ 71 Stat. 576; 42 U.S.C. § 2210.

within thirty days of the request for arbitration either Party has not designated an arbitrator, either Party to the dispute may request the President of the International Court of Justice to appoint an arbitrator. The same procedure shall apply if, within thirty days of the designation or appointment of the second arbitrator, the third arbitrator has not been elected; or

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

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

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

PART VIII

Amendment, Modifications, Entry into Force and Duration

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

Section 32. This Agreement shall be signed by or for the Director General of the Agency and by the authorized representatives of the Philippines and of the United States and shall enter into force on the date upon which the Agreement for Cooperation enters into force [¹] and shall thereupon supersede the Agreement for the application of safeguards between the same Parties, signed on 15 June 1964 and 18 September 1964. [²] The two Governments shall notify the Agency of the date of the entry into force of the Agreement for Cooperation within one week after that date.

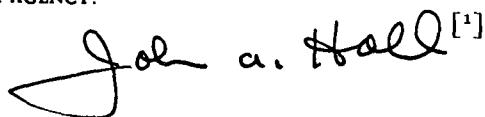
Section 33. This Agreement shall remain in force during the term of the Agreement for Cooperation, as extended from time to time, unless terminated sooner by any Party upon six months' notice to the other Parties or as may otherwise be agreed. It may be prolonged for further periods as agreed by the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

¹ July 19, 1968.

² TIAS 5879; 16 UST 1271.

Done in Vienna, this 15th day of July 1968, in triplicate in the English language.

For the INTERNATIONAL ATOMIC ENERGY AGENCY:



[¹]

For the GOVERNMENT OF THE REPUBLIC OF THE PHILIPPINES:



[²]

For the GOVERNMENT OF THE UNITED STATES OF AMERICA:



[³]

[SEAL]

¹ John A. Hall

² Salvador P. Lopez

³ Jack Vanderryn

COLOMBIA

Extension of Loan of Vessel: U.S.S. *Hale*

*Agreement effected by exchange of notes
Signed at Bogotá April 17 and 30, 1968;
Entered into force April 30, 1968.*

*The American Ambassador to the Minister of Foreign Relations
of Colombia*

EMBASSY OF THE
UNITED STATES OF AMERICA,
No. 680 Bogotá, April 17, 1968

EXCELLENCY:

I have the honor to refer to the agreement effected by an exchange of notes signed at Bogotá on April 5 and 7, 1960, as supplemented by the exchange of notes signed at Bogotá on July 25, 1960, [1] concerning the loan of naval vessels, and to recent conversations between the representatives of our two governments regarding your Government's request for an extension of the period of the loan for the destroyer DD-642 "*Hale*".

I have the honor to inform you that the Government of the United States is agreeable that the period of the loan of the destroyer "*Hale*" be extended to a period of ten years from the date of delivery under the terms and conditions of the agreements referred to above.

This agreement may be terminated at any time by either party. Upon termination, arrangements will be made to return the vessel promptly to United States custody.

If the foregoing is acceptable to the Government of Colombia, I have the honor to propose that Your Excellency's reply to that effect and my Note shall together constitute an agreement between our two governments regarding this matter which shall enter into force on the date of your reply.

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

REYNOLD E. CARLSON

His Excellency

Dr. GERMAN ZEA HERNANDEZ,
Minister of Foreign Relations,
Bogotá.

¹ TIAS 4464, 4568; 11 UST 1315, 2102.

The Minister of Foreign Relations of Colombia to the American Ambassador

REPUBLICA DE COLOMBIA
MINISTERIO DE RELACIONES EXTERIORES

D.990

BOGOTÁ, 30 de Abril de 1.968

SEÑOR EMBAJADOR:

Tengo el honor de avisar recibo de la Nota número 680, del 17 de abril del año en curso, en la cual Vuestra Excelencia se refiere a la solicitud de mi Gobierno para extender el período de préstamo del destructor DD-642 "*Hale*" y que a la letra dice:

"EXCELENCIA:

Tengo el honor de referirme al Acuerdo efectuado a través de Cambio de Notas firmadas en Bogotá el 5 y 7 de abril de 1960, y complementado por el Cambio de Notas firmado en Bogotá el 25 de julio de 1960, sobre préstamos de buques navales y, a las recientes conversaciones entre los representantes de nuestros dos Gobiernos en relación con la solicitud de su Gobierno para extender el período de préstamo del destroyer DD-642 "*Hale*."

Tengo el honor de informarle que el Gobierno de los Estados Unidos está conforme con la extensión del período de préstamo del destroyer "*Hale*" por espacio de 10 años contados a partir de la fecha de entrega bajo los términos y condiciones de los Acuerdos arriba mencionados.

Este Acuerdo puede ser terminado en cualquier momento por una de las dos partes. A su expiración se harán los arreglos necesarios para devolver el buque prontamente a la custodia de los Estados Unidos.

Si esto es aceptado por el Gobierno de Colombia, tengo el honor de proponer que la contestación de Vuestra Excelencia al efecto y mi Nota constituyan un Acuerdo entre nuestros dos Gobiernos en relación con este asunto, el cual entrará en vigencia en la fecha de su respuesta.

Acepte Excelencia, los sentimientos de mi más alta consideración."

Al respecto me corresponde informar a Vuestra Excelencia que mi Gobierno acepta los términos contenidos en la Nota número 680, anteriormente citada, sobre la extensión del período de préstamo del destructor DD-642 "*Hale*", por espacio de 10 años.

En consecuencia la referida Nota de Vuestra Excelencia y la presente del mismo tenor constituyen Acuerdo formal entre ambos Gobiernos, y entra en vigencia en esta fecha.

Me valgo de la ocasión para expresar a Vuestra Excelencia las seguridades de mi más alta y distinguida consideración.

GERMAN ZEA

A Su Excelencia el señor

REYNOLD E. CARLSON,

Embajador Extraordinario y Plenipotenciario

de los Estados Unidos de América

La Ciudad

Translation

REPUBLIC OF COLOMBIA
MINISTRY FOR FOREIGN RELATIONS

D. 990

BOGOTÁ, April 30, 1968

MR. AMBASSADOR:

I have the honor to acknowledge receipt of note No. 680 of April 17, 1968, in which Your Excellency refers to my Government's request for an extension of the period of the loan of the destroyer DD-642 "Hale," which reads as follows:

[For the English language text of the note, see p. 5435.]

In that connection, I hereby inform Your Excellency that my Government accepts the terms contained in the foregoing note No. 680 concerning the extension of the period of the loan of the destroyer DD-642 "Hale," for ten years.

Accordingly, Your Excellency's note and this note of the same tenor together constitute a formal agreement between our two Governments, entering into force on this date.

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

GERMAN ZEA

His Excellency

REYNOLD E. CARLSON,

Ambassador Extraordinary and Plenipotentiary

of the United States of America,

City.

TIAS 6525

NORWAY

Seismic Array Facility

*Agreement effected by exchange of notes
Signed at Oslo June 15, 1968;
Entered into force June 15, 1968.*

*The American Ambassador to the Minister for Foreign Affairs
of Norway*

OSLO, June 15, 1968.

EXCELLENCY:

I have the honor to refer to recent discussions between representatives of the Government of the United States of America and the Government of Norway concerning seismic array research by our two Governments and plans for utilizing a large seismic array facility which would be installed and operated in Norway. This project, serving the mutual interest of our two countries, would be a significant contribution to seismological research, particularly in the field of detection and identification of underground events.

The proposed Large Seismic Array facility would comprise the following four phases:

- Phase I - Survey using one subarray, several long-period sensors, test boreholes, and extended Lillehammer array.
- Phase II - Installation of remainder of seismic array.
- Phase III - Management of seismic array (in part concurrent with Phase II).
- Phase IV - Termination of operation and disposition of equipment.

I understand that the Government of Norway would be willing to participate in the installation, operation and management of the seismic array facility in accordance with the provisions below.

1. The purpose of the installation is seismological research and experimentation. The system is primarily designed to produce data valuable as a means of detecting and distinguishing between signals originating from underground explosions and from other sources, especially earthquakes.

2. The facility may be used for independent research at the discretion of the Norwegian Government, it being understood that such

activities shall be conducted so as not to conflict with the agreed schedule of operation and that any additional operating costs resulting from such independent activity will be borne by the appropriate Norwegian authorities, or as agreed by the Advanced Research Projects Agency (ARPA).

The Government of Norway may permit participation by other governments in the activities of the facility under appropriate arrangements for the sharing of costs and exchange of data. As soon as data of interest can be accumulated, the Government of Norway shall have the right to disseminate and transmit such data to foreign countries after notification to the United States Government.

4. Necessary land leases and access rights to individual seismometer sites, sensor and central terminal vault locations shall be acquired by the Government of Norway and made available for this project at no cost to the United States Government. The United States Government shall be responsible for all other costs involving the installation of cables and equipment, as well as any claims for damage arising from the installation, operation and maintenance of the facility.

5. To the extent that United States participation in the activities of the facility shall be dependent upon funds to be appropriated by the Congress of the United States, it shall be subject to the availability of such funds. Likewise, to the extent that Norway's participation in the activities of the facility shall be dependent upon funds to be appropriated by the Norwegian Storting, it shall be subject to the availability of such funds.

6. Taxation of salaries and emoluments of the nationals of the United States connected with this project will be subject to the Double Income Taxation Treaty of June 13, 1949, as amended.^[1] No customs duties, taxes or other charges shall be levied on the personal belongings, household effects, and automobile of a national of the United States in connection with his arrival in Norway for the purposes of this agreement, provided such effects are in the owner's possession prior to arrival in Norway, and are imported within a reasonable period after his arrival.

7. In conjunction with United States expenditures which may be involved in this project, relief from Norwegian taxes will be granted in accordance with the principles of the taxation relief agreement effected by the exchange of notes by and between the Governments of the United States and Norway of June 27, 1952, and with the related exchange of notes of the same date.^[2] The taxation relief will usually be granted by refunding the applicable amount of customs duties and taxes, except that, if it is more practical, relief may be granted directly when the import takes place.

8. The cooperating agencies of the two Governments are authorized to conclude administrative agreements to carry out the details of the

¹ TIAS 2357, 4360; 2 UST 2323; 10 UST 1924.

² TIAS 2720; 3 UST 5253.

project. The cooperating agency for the Government of the United States shall be the Advanced Research Projects Agency (ARPA) of the Department of Defense of the Government of the United States of America. The cooperating agencies for the Government of Norway shall be (a) the Norwegian Defense Research Establishment (NDRE) of the Ministry of Defense of the Government of Norway, for the planning, procurement, installation and testing; and (b) the Royal Norwegian Council for Scientific and Industrial Research, or another appropriate agency to be agreed upon, for the management of the facility.

The Institute of Seismology of the University of Bergen will serve as an advisory body and will be an independent user for its own research of the data supplied by the facility.

9. This agreement shall remain in force until terminated by either Government after giving one year's written notice to the other Government of its intention to terminate the agreement. Such notice may be given at any time on or after June 30, 1971.

The foregoing provisions are acceptable to the Government of the United States. I now have the honor to propose that this note and your reply confirming the agreement of the Government of Norway shall constitute an agreement between our two Governments regarding this matter, which shall enter into force on the date of your reply.

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

MARGARET JOY TIBBETTS

His Excellency

JOHN LYNG,

*Minister for Foreign Affairs,
Oslo.*

*The Minister for Foreign Affairs of Norway to the
American Ambassador*

MINISTÈRE ROYAL DES AFFAIRES ETRANGÈRES

LE MINISTRE

OSLO, 15th June 1698.

EXCELLENCE,

I have the honour to acknowledge receipt of Your Excellency's Note of to-day which reads as follows:

"I have the honor to refer to recent discussions between representatives of the Government of the United States of America and the Government of Norway concerning seismic array research by our two Governments and plans for utilizing a large seismic

array facility which would be installed and operated in Norway. This project, serving the mutual interest of our countries, would be a significant contribution to seismological research, particularly in the field of detection and identification of underground events.

The proposed Large Seismic Array facility would comprise the following four phases:

Phase I - Survey using one subarray, several long-period sensors, test boreholes, and extended Lillehammer array.

Phase II - Installation of remainder of seismic array.

Phase III - Management of seismic array (in part concurrent with Phase II).

Phase IV - Termination of operating and disposition of equipment.

I understand that the Government of Norway would be willing to participate in the installation, operation and management of the seismic array facility in accordance with the provisions below.

1. The purpose of the installation is seismological research and experimentation. The system is primarily designed to produce data valuable as a means of detecting and distinguishing between signals originating from underground explosions and from other sources, especially earthquakes.

2. The facility may be used for independent research at the discretion of the Norwegian Government, it being understood that such activities shall be conducted so as not to conflict with the agreed schedule of operation and that any additional operating costs resulting from such independent activity will be borne by the appropriate Norwegian authorities, or as agreed by the Advanced Research Projects Agency (ARPA).

3. The Government of Norway may permit participation by other governments in the activities of the facility under appropriate arrangements for the sharing of costs and exchange of data. As soon as data of interest can be accumulated, the Government of Norway shall have the right to disseminate and transmit such data to foreign countries after notification to the United States Government.

4. Necessary land leases and access rights to individual seismometer sites, sensor and central terminal vault locations shall be acquired by the Government of Norway and made available for this project at no cost to the United States Government. The United States Government shall be responsible for all other costs involving the installation of cables and equipment, as well as any claims for damage arising from the installation, operating and maintenance of the facility.

5. To the extent that United States participation in the activities of the facility shall be dependent upon funds to be appro-

priated by the Congress of the United States, it shall be subject to the availability of such funds. Likewise, to the extent that Norway's participation in the activities of the facility shall be dependent upon funds to be appropriated by the Norwegian Storting, it shall be subject to the availability of such funds.

6. Taxation of salaries and emoluments of the nationals of the United States connected with this project will be subject to the Double Income Taxation Treaty of June 13, 1949, as amended. No customs duties, taxes or other charges shall be levied on the personal belongings, household effects, and automobile of a national of the United States in connection with his arrival in Norway for the purposes of this agreement, provided such effects are in the owner's possession prior to arrival in Norway, and are imported within a reasonable period after his arrival.

7. In conjunction with United States expenditures which may be involved in this project, relief from Norwegian taxes will be granted in accordance with the principles of the taxation relief agreement effected by the exchange of notes by and between the Governments of the United States and Norway of June 27, 1952, and with the related exchange of notes of the same date. The taxation relief will usually be granted by refunding the applicable amount of customs duties and taxes, except that if it is more practical, relief may be granted directly when the import takes place.

8. The cooperating agencies of the two Governments are authorized to conclude administrative agreements to carry out the details of the project. The cooperating agency for the Government of the United States shall be the Advanced Research Projects Agency (ARPA) of the Department of Defense of the Government of the United States of America. The cooperating agencies for the Government of Norway shall be (a) the Norwegian Defense Research Establishment (NDRE) of the Ministry of Defense of the Government of Norway, for the planning, procurement, installation and testing; and (b) the Royal Norwegian Council for Scientific and Industrial Research (RNCIR) or other appropriate agency to be agreed upon for the management of the facility. The Institute of Seismology of the University of Bergen will serve as an advisory body and will be an independent user for its own research of the data supplied by the facility.

9. This agreement shall remain in force until terminated by either Government after giving one year's written notice to the other Government of its intention to terminate the agreement. Such notice may be given at any time on or after June 30, 1971.

The foregoing provisions are acceptable to the Government of the United States. I now have the honor to propose that this note and your reply confirming the agreement of the Government of Norway shall constitute an agreement between our two Govern-

ments regarding this matter, which shall enter into force on the date of your reply.

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

In reply I have the honour to inform Your Excellency that this proposal is acceptable to the Government of Norway, who will regard Your Excellency's Note and this reply as constituting an agreement between our two Governments.

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

JOHN LYNG

Her Excellency

Madame MARGARET J. TIBBETTS,

Ambassador of the United States of America,

etc. etc. etc.

Oslo.

AUSTRALIA

United States Naval Communication Station in Australia

Agreement amending the agreement of May 9, 1963.

Effectuated by exchange of notes

Dated at Canberra July 12, 1968;

Entered into force July 12, 1968;

Effective July 1, 1968.

*The Department of External Affairs of Australia to the
American Embassy*

The Department of External Affairs presents its compliments to the Embassy of the United States of America and has the honour to refer to the Agreement of 9 May 1963 [1] between the Government of the Commonwealth of Australia and the Government of the United States of America relating to the Establishment of a United States Naval Communication Station in Australia.

In Article 15 of that Agreement, the Department of Defence is designated as the co-operating agency on the part of the Australian Government. The Australian Government now wishes to transfer the functions of the co-operating agency from the Department of Defence to the Department of the Navy and proposes that Article 15 of the Agreement be amended accordingly so that the second sentence of Article 15 would read as follows:

"On the part of the Australian Government, the co-operating agency will be the Department of the Navy."

If the foregoing proposal is acceptable to the Government of the United States of America, the Department has the honour to propose that this Note and the Embassy's reply in the same sense shall constitute an agreement between the two Governments which shall be deemed to have taken effect on 1 July, 1968.



12th July, 1968.

¹ TIAS 5377; 14 UST 908.

The American Embassy to the Department of External Affairs of Australia

Note No. 235

The Embassy of the United States of America presents its compliments to the Department of External Affairs of the Commonwealth of Australia and has the honor to acknowledge the Department's Note of July 12, 1968, reading as follows:

The Department of External Affairs presents its compliments to the Embassy of the United States of America and has the honour to refer to the Agreement of 9 May, 1963, between the Government of the Commonwealth of Australia and the Government of the United States of America relating to the Establishment of a United States Naval Communication Station in Australia.

In Article 15 of that Agreement, the Department of Defence is designated as the co-operating agency on the part of the Australian Government. The Australian Government now wishes to transfer the functions of co-operating agency from the Department of Defence to the Department of the Navy and proposes that Article 15 of the Agreement be amended accordingly so that the second sentence of Article 15 would read as follows:

'On the part of the Australian Government, the co-operating agency will be the Department of the Navy.'

If the foregoing proposal is acceptable to the Government of the United States of America, the Department has the honour to propose that this Note and the Embassy's reply in the same sense shall constitute an agreement between the two Governments which shall be deemed to have taken effect on 1 July, 1968.

The Embassy has the honor to confirm that the proposal of the Government of the Commonwealth of Australia is acceptable to the United States Government, which agrees that the Department's Note and this present reply should constitute an agreement between the two Governments in the matter.

EMC

EMBASSY OF THE UNITED STATES OF AMERICA
Canberra, July 12, 1968

CEYLON

Agricultural Commodities

Agreement amending the agreement of March 12, 1966, as amended.

Effectuated by exchange of notes

Signed at Colombo June 21, 1968;

Entered into force June 21, 1968.

*The American Ambassador to the Ceylonese Permanent Secretary,
Ministry of Defence and External Affairs, and the Acting Permanent
Secretary, Ministry of Planning and Economic Affairs*

COLOMBO, 21 June 1968

EXCELLENCY:

I have the honor to refer to the Agricultural Commodities Agreement between our two Governments of March 12, 1966, as amended and to the exchange of notes accompanying the agreement,[¹] and to propose that paragraph A of Article II of the agreement be amended by including as one of the subsections referred to therein, subsection (j) of Section 104 of the Act as amended by Public Law 89-808,[²] and that, notwithstanding the last sentence of paragraph 5 of the exchange of notes, the Government of the United States be authorized to sell an additional \$175,000 worth of rupees accruing under the agreement for the purposes of Section 104(j) of the Act as amended by Public Law 89-808.

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

Accept, Excellency, assurances of my highest consideration.

ANDREW V. CORRY

His Excellency

Mr. G. V. P. SAMARASINGHE

Permanent Secretary

Ministry of Defence and External Affairs and

Acting Permanent Secretary

Ministry of Planning and Economic Affairs

¹ TIAS 5971, 6079; 17 UST 190, 1192.

² 80 Stat. 1531; 7 U.S.C. § 1704(j).

The Ceylonese Acting Permanent Secretary, Ministry of Planning and Economic Affairs, to the American Ambassador

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MINISTRY OF PLANNING & ECONOMIC AFFAIRS
අං. රු. 898

P. O. Box 898

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Central Bank Building
(5th Floor)
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Colombo 1]

EXCELLENCY,

I confirm that the amendments to the Agricultural Commodities Agreement of March 12, 1966, between the Government of the United States and the Government of Ceylon, contained in your letter dated 21 June, 1968, and reproduced below, are acceptable to the Ceylon Government:

"I have the honour to refer to the Agricultural Commodities Agreement between our two Governments of March 12, 1966, as amended and to the exchange of notes accompanying the agreement, and to propose that paragraph A of Article II of the agreement be amended by including as one of the subsections referred to therein, subsection (j) of Section 104 of the Act as amended by Public Law 89-808, and that, notwithstanding the last sentence of paragraph 5 of the exchange of notes, the Government of the United States be authorized to sell an additional \$175,000 worth of rupees accruing under the agreement for the purposes of Section 104(j) of the Act as amended by Public Law 89-808.

I have the honour to propose that this note and your reply concurring in the foregoing proposal constitute an agreement to that effect between our two Governments which shall enter into force on the date of your reply."

I confirm that your letter of 21 June, 1968, quoted above and this letter in reply thereto constitute an Agreement between our two Governments to enter into force on the date of this letter.

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

G. V. P. SAMARASINGHE
(G.V.P.Samarasinghe)

His Excellency

Mr. ANDREW V. CORRY,
*Ambassador of the United States
of America in Ceylon,
Colombo.*

ବ୍ୟାଲିନେର୍ମାର୍କ୍ସ
Telephone { 7138
 2926
 4286

ବ୍ୟାଲିନେର୍ମାର୍କ୍ସ
Telegrams] ଅମ୍ବାରିଲ୍ୟ
 SECMINPLAN



ମେଣ୍ଡ ଫାକ୍ସ୍]
My No.

ତିଳେ ଫାକ୍ସ୍]
Your No.

**斯里蘭卡計劃與經濟部
MINISTRY OF PLANNING & ECONOMIC AFFAIRS**

W.L. CO. 898 P. O. Box 898

P. O. Box 998

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(8 වෙනි පාර)
Central Bank Building,
(8th Floor)

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Colombo 1

ବ୍ୟାକୁ ଲେଖକୀ,

ଓেତି ରୟା କୁହିନ ଦିଲ୍ଲୀ ଥାଇ 1968 ଶୁଭ ତାରିଖ 21 ମେ ଦିନ ଦରଳ
ବିବେଚିତିତେ ଅନ୍ତର୍ଯ୍ୟ, ଅପେକ୍ଷା ବିଦେଶୀ ରଜପାଦ କଣ୍ଠେରିଲା ଓ ଉପରେ ଧରିପୁରି ଅତର
1966 ଜାନ୍ମତି 12 ମେ ଦିନ ଅଭେଦୀ କରିବାର ଯେଉଁବା ହିଂକାରିତିକ ପେତୋଡ଼ କରିବା
ଛିଏଇତେ ଦାଙ୍ଗେତ୍ତିବାରୀ ରାମାନ୍ତିବିଲି ପିଲା ଏବଂ ପେତୋଡ଼ ଦୀର୍ଘ କରାରି.

"අර දෙදාරුව්ස් අතර 1966 සැප්තැම්බර් 12 වැනි දින, සංයෝග්‍ය ප්‍රතිච්‍රියාව නිරූපිත කළ තුළ සාම්ප්‍රදායික වෙළුඳ ඉඩ හිටුපුවට යා හිටුපුව සහා වූ උපි දෙනට අවධාර කෙටු හිටුවටත්, පුවත්තු සොර්- ව්‍ය හිටුවල 5 වැනි ලේඛනේ අවකාශ මිත්‍යය ගැන තොගයා, රා වැනි 89 - 808 මින්ේ සංයෝග්‍ය වූ රාජ්‍ය 104(ඒ) වශයෙන්දේ අරුණු සංයෝග්‍ය පරෙක් ඉඩයෙකු රුපිතයේ අයඟන් අඩිරෙක දේ. 1,75,000 රු එක්‍රී ප්‍රාථමික විමින්ටට එක්ස්ස් රාජ්‍ය ආස්ථිවිට බලය ලැබෙන පරිදි එහි දැයාත් එහි උර වශයෙන්දේ විත, රා වැනි 89 - 808 මින්ේ සංයෝග්‍ය වූ රාජ්‍ය 104 වැනි ලේඛනේ (ඒ) උර වශයෙන්දේ එක්ස්ථිර හිටුවෙක් හිටුපුවල 11 වැනිනොය්දෙදාදේ "අ" ලේඛන සංයෝග්‍ය හිටුවෙක් යොවුව ප්‍රව්‍යක්ෂ විට යොරු තුවලි.

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TIAS 6528

MULTILATERAL

Charter of the United Nations: Amendment to Article 109

*Adopted by the General Assembly of the United Nations
December 20, 1965;
Ratification advised by the Senate of the United States of America
May 8, 1967;
Ratified by the President of the United States of America May 15,
1967;
Ratification of the United States of America deposited with the
Secretary-General of the United Nations May 31, 1967;
Proclaimed by the President of the United States of America
July 10, 1968;
Entered into force June 12, 1968.*

BY THE PRESIDENT OF THE UNITED STATES OF AMERICA

A PROCLAMATION

WHEREAS an amendment to Article 109 of the Charter of the United Nations was adopted by the General Assembly of the United Nations on December 20, 1965;

WHEREAS the text of the said amendment as set forth in General Assembly Resolution 2101 (XX), in the English, French, Spanish, Russian, and Chinese languages, is word for word as follows:

UNITED NATIONS  NATIONS UNIES

RESOLUTION 2101 (XX) ADOPTED BY THE
GENERAL ASSEMBLY ON 20 DECEMBER 1965

Amendment to Article 109 of the
Charter of the United Nations

I hereby certify that the attached texts are true copies, in the Chinese, English, French, Russian and Spanish languages, of resolution 2101 (XX) adopted by the General Assembly of the United Nations on 20 December 1965.

RESOLUTION 2101 (XX) ADOPTÉE PAR
L'ASSEMBLÉE GÉNÉRALE LE 20 DÉCEMBRE 1965

Amendement à l'Article 109 de la
Charte des Nations Unies

Je certifie que les textes ci-joints sont les copies conformes, en langues anglaise, chinoise, espagnole, française et russe, de la résolution 2101 (XX) adoptée par l'Assemblée générale des Nations Unies le 20 décembre 1965.

For the Secretary-General:

Pour le Secrétaire général:

C A STAVROPOULOS

Under-Secretary
Legal Counsel

Le Sous-Secrétaire
Conseiller juridique

United Nations, New York
1 February 1966

Organisation des Nations Unies, New York
le 1er février 1966

RESOLUTION ADOPTED BY THE GENERAL ASSEMBLY

[On the report of the Sixth Committee (A/6180)]

2101 (xx). Amendment to Article 109 of the Charter of the United Nations

The General Assembly,

Considering that the Charter of the United Nations [1] has been amended to provide that the membership of the Security Council, as provided in Article 23, should be increased from eleven to fifteen and that decisions of the Security Council should be taken, as provided in Article 27, by an affirmative vote of nine members instead of seven,

Considering that these amendments make it necessary also to amend Article 109 of the Charter,

1. Decides to adopt, in accordance with Article 108 of the Charter of the United Nations, the following amendment to the Charter and to submit it for ratification by the States Members of the United Nations:

In Article 109, paragraph 1, the word "seven" in the first sentence shall be replaced by the word "nine";

2. Calls upon all Member States to ratify the above amendment, in accordance with their respective constitutional processes, at the earliest possible date.

1404th plenary meeting,
20 December 1965.

¹ TS 993, TIAS 5857; 59 Stat. 1031; 16 UST 1134.

RESOLUTION ADOPTEE PAR L'ASSEMBLEE GENERALE
[sur le rapport de la Sixième Commission (A/6180)]

2101 (XX). Amendement de l'Article 109 de la Charte
des Nations Unies —

L'Assemblée générale,

Considérant que la Charte des Nations Unies a été modifiée à l'effet de porter le nombre des membres du Conseil de sécurité, qui est arrêté à l'Article 23, de onze à quinze, et de subordonner l'adoption des décisions du Conseil de sécurité, qui font l'objet de l'Article 27, à un vote affirmatif de neuf membres au lieu de sept,

Considérant que, comme suite à ces amendements, il est également nécessaire de modifier l'Article 109 de la Charte,

1. Décide d'adopter, conformément à l'Article 108 de la Charte des Nations Unies, l'amendement ci-après à la Charte et de le soumettre à la ratification des Etats Membres de l'Organisation des Nations Unies :

Au paragraphe 1 de l'Article 109, le mot "sept", qui figure dans la première phrase, est remplacé par le mot "neuf";

2. Demande à tous les Etats Membres de ratifier l'amendement ci-dessus, conformément à leurs règles constitutionnelles respectives, à une date aussi rapprochée que possible.

1404ème séance plénière,
20 décembre 1965.

TIAS 6529

RESOLUCION APROBADA POR LA ASAMBLEA GENERAL

Sobre la base del informe de la Sexta Comisión (A/6180)

2101 (XX). Reforma del Artículo 109 de la Carta de las Naciones Unidas

La Asamblea General,

Considerando que se ha modificado la Carta de las Naciones Unidas en el sentido de que el número de miembros del Consejo de Seguridad, conforme al Artículo 23, pese de once a quince y de que las decisiones del Consejo de Seguridad, conforme al Artículo 27, han de adoptarse por el voto afirmativo de nueve miembros y no de siete,

Considerando que tales enmiendas obligan a modificar también el Artículo 109 de la Carta,

1. Decide aprobar la siguiente enmienda de la Carta de las Naciones Unidas, de conformidad con el Artículo 108 de la misma, y someterla a la ratificación de los Estados Miembros de las Naciones Unidas:

En el párrafo 1 del Artículo 109, queda sustituida la palabra "siete", que figura en la primera frase, por la palabra "nueve";

2. Pide a todos los Estados Miembros que ratifiquen la enmienda que antecede, de conformidad con sus respectivos procedimientos constitucionales, a la mayor brevedad posible.

1404a. sesión plenaria,
20 de diciembre de 1965.

РЕЗОЛЮЦИЯ, ПРИНЯТАЯ ГЕНЕРАЛЬНОЙ АССАМБЛЕЕЙ

по докладу Шестого комитета (A/6180) /

2101 (XX). Поправка к статье 109 Устава
Организации Объединенных Наций

Генеральная Ассамблея,

принимая во внимание, что в Устав Организации Объединенных Наций внесена поправка, которой предусматривается, что состав Совета Безопасности, предусмотренный статьей 23, должен быть увеличен с одиннадцати до пятнадцати членов и что решения Совета Безопасности признаются принятыми, как это предусмотрено в статье 27, когда за них поданы голоса девяти, а не семи членов Совета,

принимая во внимание, что эти поправки вызывают необходимость внесения изменений в статью 109 Устава,

1. постановляет согласно статье 108 Устава Организации Объединенных Наций принять следующую поправку к Уставу и представить ее для ратификации государствами-членами Организации Объединенных Наций;

В первом предложении пункта 1 статьи 109 заменить слово "семи" словом "девяти";

2. призывает все государства-члены Организации как можно скорее ратифицировать указанную выше поправку в соответствии с их конституционной процедурой.

1404-е пленарное заседание,
20 декабря 1965 года

大會決議案

〔據第六委員會報告書(A/6180)通過者〕

二一〇一(二十). 對聯合國憲章第一百零九條 之修正案

大會

鑑於聯合國憲章經已修正，將第二十三條所規定之安全理事會理事國名額自十一個增至十五個，並將第二十七條所規定之安全理事會之決議改為以九理事國之可決票表決之，以代替原有之七理事國可決票之規定，

鑑於上述修正案之通過使憲章第一百零九條亦須隨之修正，

一、決定依照聯合國憲章第一百零八條之規定通過下列憲章修正案，並將該修正案提請聯合國各會員國批准：

第一百零九條第一項第一句中之“七”字改為
“九”字；

A/RES/2101(XX)
Chinese
Page 2

二. 促請全體會員國儘速各依其本國憲法程序批准上述修正案。

一九六五年十二月二十日，
第一四〇四次全體會議。

WHEREAS the Senate of the United States of America by its resolution of May 8, 1967, two-thirds of the Senators present concurring therein, did advise and consent to the ratification of the said amendment;

WHEREAS the said amendment was duly ratified by the President of the United States of America on May 15, 1967, in pursuance of the aforesaid advice and consent of the Senate;

WHEREAS the instrument of ratification by the United States of America of the said amendment was duly deposited with the Secretary-General of the United Nations on May 31, 1967;

WHEREAS it is provided in Article 108 of the Charter of the United Nations that amendments to the said Charter shall come into force for all Members of the United Nations when they have been adopted by a vote of two-thirds of the members of the General Assembly and ratified in accordance with their respective constitutional processes by two-thirds of the Members of the United Nations, including all the permanent members of the Security Council;

AND WHEREAS the said amendment adopted on December 20, 1965 was adopted by a vote of two-thirds of the members of the General Assembly and, according to a protocol of entry into force executed by the Secretary-General of the United Nations, dated June 12, 1968, the said amendment was brought into force on June 12, 1968, by virtue of the ratification of the said amendment in accordance with their respective constitutional processes by two-thirds of the Members of the United Nations, including all the permanent members of the Security Council;

Now, THEREFORE, be it known that I, Lyndon B. Johnson, President of the United States of America, do hereby proclaim and make public the said amendment to Article 109 of the Charter of the United Nations, to the end that the same and every article and clause thereof may be observed and fulfilled with good faith, on and from June 12, 1968, by the United States of America and by the citizens of the United States of America and all other persons subject to the jurisdiction thereof.

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

DONE at the city of Washington this tenth day of July in the year
of our Lord one thousand nine hundred sixty-eight and
[SEAL] of the Independence of the United States of America the
one hundred ninety-third.

LYNDON B. JOHNSON

By the President:

DEAN RUSK

Secretary of State

ISRAEL

Certificates of Airworthiness for Imported Aircraft

*Agreement effected by exchange of notes
Signed at Washington July 23, 1968;
Entered into force July 23, 1968.*

The Secretary of State to the Ambassador of Israel

DEPARTMENT OF STATE
WASHINGTON
July 23, 1968

EXCELLENCY:

I have the honor to refer to the discussions which have recently taken place between representatives of the Government of the United States of America and the Government of Israel regarding reaching an understanding concerning the reciprocal acceptance of certificates of airworthiness for imported aircraft.

It is my understanding that the agreement shall be as follows:

1. (a) The present agreement applies to civil aircraft constructed in the United States, its territories and possessions and exported to Israel; and to civil aircraft constructed in Israel and exported to the United States, its territories and possessions.

(b) As used herein, the term aircraft shall include civil aircraft of all categories including those used for public transport and those used for private purposes; aircraft engines and propellers; and spare parts for aircraft, aircraft engines and propellers which have been exported in accordance with this agreement.

2. The same validity shall be conferred by the competent authorities of the United States on certificates of airworthiness for export issued by the competent authorities of Israel for aircraft subsequently to be registered in the United States as if they had been issued under the regulations in force on the subject in the United States, provided that such aircraft have been constructed in Israel and the competent authority of Israel has certified that the type design of the aircraft complies with the airworthiness requirements of Israel together with any special conditions prescribed in accordance with paragraph 6, and has certified that the particular aircraft conform to such type design.

3. The same validity shall be conferred by the competent authorities of Israel on certificates of airworthiness for export issued by the competent authorities of the United States for aircraft subsequently to be registered in Israel as if they had been issued under the regulations in force on the subject in Israel, provided, that such aircraft have been constructed in the United States, its territories or possessions, and the competent authority of the United States has certified that the type design of the aircraft complies with the airworthiness requirements of the United States together with any special conditions prescribed in accordance with paragraph 6, and has certified that the particular aircraft conform to such type design.

4. (a) The competent authorities of the United States shall arrange for the effective communication to the competent authorities of Israel of particulars of compulsory modifications prescribed in the United States, for the purpose of enabling authorities of Israel to require these modifications to be made to aircraft of the types affected, whose certificates have been validated by them.

(b) In the case of aircraft for which the United States has issued certificates of airworthiness for export, subsequently validated by Israel, the competent authorities of the United States shall, when requested, afford the competent authorities of Israel assistance in determining that major design changes or major repairs made to such aircraft comply with the applicable airworthiness requirements of the United States.

5. (a) The competent authorities of Israel shall arrange for the effective communication to the competent authorities of the United States of particulars of compulsory modifications prescribed in Israel for the purpose of enabling the authorities of the United States to require these modifications to be made to aircraft of the types affected, whose certificates have been validated by them.

(b) In the case of aircraft for which Israel has issued certificates of airworthiness, subsequently validated by the United States, the competent authorities of Israel shall, when requested, afford the competent authorities of the United States assistance in determining that major design changes or major repairs made to such aircraft comply with the applicable airworthiness requirements of Israel.

6. (a) The competent authorities of each country shall have the right to make the validation of certificates of airworthiness for export dependent upon the fulfillment of any special conditions which are for the time being required by them for the issuance of certificates of airworthiness in their own country. Information with regard to these special conditions in respect to either country will from time to time be communicated to the competent authorities of the other country.

(b) The competent authorities of each country shall keep the competent authorities of the other country fully and currently informed of all regulations in force in regard to the airworthiness of

civil aircraft and any changes therein that may from time to time be effected.

7. The question of procedure to be followed in the application of the provisions of the present agreement shall be the subject of direct correspondence, whenever necessary, between the competent authorities of the United States and Israel.

8. The present agreement shall be subject to termination by either Government upon six (6) months notice given in writing to 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 thereto constitute an agreement between our two Governments on this subject, the agreement to enter into force on the date of your reply note.

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

For the Secretary of State:
FRANK E. LOY

His Excellency
Major General YITZHAK RABIN,
Ambassador of Israel.

The Ambassador of Israel to the Secretary of State

EMBASSY OF ISRAEL
WASHINGTON, D.C.

שנירויות ישראל
ושינגטון

WASHINGTON, D.C.
23 July 1968

SIR,

I have the honor to refer to your Note dated 23 July 1968 reading as follows:

"I have the honor to refer to the discussions which have recently taken place between representatives of the Government of the United States of America and the Government of Israel regarding reaching an understanding concerning the reciprocal acceptance of certificates of airworthiness for imported aircraft.

"It is my understanding that the agreement shall be as follows:

"1. (a) The present agreement applies to civil aircraft constructed in the United States, its territories and possessions and exported to Israel; and to civil aircraft constructed in Israel and exported to the United States, its territories and possessions.

“(b) As used herein, the term aircraft shall include civil aircraft of all categories including those used for public transport and those used for private purposes; aircraft engines and propellers; and spare parts for aircraft, aircraft engines and propellers which have been exported in accordance with this agreement.

“2. The same validity shall be conferred by the competent authorities of the United States on certificates of airworthiness for export issued by the competent authorities of Israel for aircraft subsequently to be registered in the United States as if they had been issued under the regulations in force on the subject in the United States, provided that such aircraft have been constructed in Israel and the competent authority of Israel has certified that the type design of the aircraft complies with the airworthiness requirements of Israel together with any special conditions prescribed in accordance with paragraph 6, and has certified that the particular aircraft conform to such type design.

“3. The same validity shall be conferred by the competent authorities of Israel on certificates of airworthiness for export issued by the competent authorities of the United States for aircraft subsequently to be registered in Israel as if they had been issued under the regulations in force on the subject in Israel, provided, that such aircraft have been constructed in the United States, its territories or possessions, and the competent authority of the United States has certified that the type design of the aircraft complies with the airworthiness requirements of the United States together with any special conditions prescribed in accordance with paragraph 6, and has certified that the particular aircraft conform to such type design.

“4. (a) The competent authorities of the United States shall arrange for the effective communication to the competent authorities of Israel of particulars of compulsory modifications prescribed in the United States, for the purpose of enabling authorities of Israel to require these modifications to be made to aircraft of the types affected, whose certificates have been validated by them.

“(b) In the case of aircraft for which the United States has issued certificates of airworthiness for export, subsequently validated by Israel, the competent authorities of the United States shall, when requested, afford the competent authorities of Israel assistance in determining that major design changes or major repairs made to such aircraft comply with the applicable airworthiness requirements of the United States.

“5. (a) The competent authorities of Israel shall arrange for the effective communication to the competent authorities of the United States of particulars of compulsory modifications prescribed in Israel for the purpose of enabling the authorities of the United States to require these modifications to be made to aircraft of the types affected, whose certificates have been validated by them.

“(b) In the case of aircraft for which Israel has issued certificates of airworthiness, subsequently validated by the United States, the

competent authorities of Israel shall, when requested, afford the competent authorities of the United States assistance in determining that major design changes or major repairs made to such aircraft comply with the applicable airworthiness requirements of Israel.

“6. (a) The competent authorities of each country shall have the right to make the validation of certificates of airworthiness for export dependent upon the fulfillment of any special conditions which are for the time being required by them for the issuance of certificates of airworthiness in their own country. Information with regard to these special conditions in respect to either country will from time to time be communicated to the competent authorities of the other country.

“(b) The competent authorities of each country shall keep the competent authorities of the other country fully and currently informed of all regulations in force in regard to the airworthiness of civil aircraft and any changes therein that may from time to time be effected.

“7. The question of procedure to be followed in the application of the provisions of the present agreement shall be the subject of direct correspondence, whenever necessary, between the competent authorities of the United States and Israel.

“8. The present agreement shall be subject to termination by either Government upon six (6) months notice given in writing to 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 thereto constitute an agreement between our two Governments on this subject, the agreement to enter into force on the date of your reply note.

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

I have the honor to convey the agreement of the Government of Israel to the foregoing and I confirm that your Note of 23 July 1968 and my reply given herewith constitute an agreement between our two Governments on this subject, the agreement to enter into force upon the date of this reply.

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

Y. RABIN

*Major General Y. Rabin
Ambassador*

The Honorable
The SECRETARY OF STATE
*U.S. Department of State
Washington, D.C.*

VIET-NAM
Agricultural Commodities

*Agreement signed at Saigon March 11, 1968;
Entered into force March 11, 1968.*

SUPPLEMENTARY AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF THE REPUBLIC OF VIET-NAM FOR SALES OF AGRICULTURAL COMMODITIES

The Government of the United States of America and the Government of the Republic of Viet-Nam as the fourth supplement to the Agreement for Sales of Agricultural Commodities between the two Governments signed on March 13, 1967^[1] (hereinafter referred to as the March Agreement), have agreed to sales of commodities specified below. This supplementary agreement shall consist of the Preamble, Parts I and III, and the Local Currency Annex of the March Agreement, together with the following Part II.

PART II - PARTICULAR PROVISIONS

ITEM I. Commodity Table:

| <u>Commodity</u> | <u>Supply Period</u> | <u>Approximate Maximum Quantity</u> | <u>Maximum Export Market Value</u> |
|------------------|----------------------------------|-------------------------------------|------------------------------------|
| Rice | United States Calendar Year 1968 | 100, 000 metric tons | \$20, 000, 000 |

ITEM II. Payment Terms:

Local Currency Terms:

1. Proportions of Local Currency Indicated for Specified Purposes:

- A. United States expenditures - 20 percent.
- B. Section 104(c) - 80 percent on a grant basis to the Government of the importing country to be used as mutually agreed by the two Governments. If agreement is not reached on the use of this local currency within three years

^[1] TIAS 6271; 18 UST 1219.

from the date of this supplementary agreement, the Government of the exporting country may make available for any purpose authorized by Section 104 of the Act^[1] any of the local currency with respect to which such agreement is not reached.

2. Convertibility: Section 104(b) (1) — \$400,000.
3. Exchange Rate: Under the current Vietnamese exchange system, the amount of piastres to be deposited against dollar disbursements by the Government of the United States of America shall be computed at the official rate of 80 piastres per United States dollar plus an economic consolidation surtax of 38 piastres per dollar, resulting in an effective rate of 118 piastres per dollar.

ITEM III. Usual Marketing Table: None.

ITEM IV. Export Limitations:

- A. With respect to each commodity financed under this agreement, the export limitation period for the same or a like commodity shall be the period including United States calendar year 1968 and extending through any subsequent United States calendar year, if any, during which such commodity financed under this agreement is being imported or utilized.
- B. For the purposes of Part I, Article III A(3), of the agreement, the commodities considered to be the same as, or like, rice financed under this agreement are:
Foodgrains, including rice in the form of paddy, brown and/or milled.
- C. Permissible Export(s): None.

ITEM V. Self-Help Measures:

The self-help measures applicable to this agreement are set forth in Part II, Item V of the March Agreement and the supplementary agreements of September 21, 1967 and October 24, 1967.^[2]

ITEM VI. Other Provisions:

1. In addition to any local currency authorized for sale under Section 104(j) of the Act, the Government of the exporting country may utilize local currency in the importing country to pay for travel which is part of a trip in which the traveler travels from, to or through the importing country. It is understood that these funds are intended to cover only travel by persons, who are travelling on official business for the Govern-

¹ 80 Stat. 1528; 7 U.S.C. §1704.

² TIAS 6351, 6424; 18 UST 2513, 3280.

ment of the exporting country or in connection with activities financed by the Government of the exporting country. It is further understood that the travel for which local currency may be utilized shall not be limited to services provided by the transportation facilities for the importing country.

2. The Government of the importing country undertakes to settle promptly all valid demurrage claims arising from the transportation of rice provided under this agreement.

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

DONE at Saigon, in duplicate, this eleventh day of March, 1968.

FOR THE GOVERNMENT OF
THE UNITED STATES OF
AMERICA

ELLSWORTH BUNKER

FOR THE GOVERNMENT OF
THE REPUBLIC OF VIET-NAM

TRAN VAN Do

[SEAL]

IRELAND

Atomic Energy: Cooperation for Civil Uses

Agreement amending the agreement of March 16, 1956, as amended.

*Signed at Washington June 12, 1968;
Entered into force July 25, 1968.*

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

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

Desiring to amend the Agreement for Cooperation Between the
Government of the United States of America and the Government of
Ireland Concerning Civil Uses of Atomic Energy, signed at
Washington on March 16, 1956, as amended by the Agreements signed
on February 13, 1961, and on August 7, 1963, [1]

Agree as follows:

¹ TIAS 4059, 4690, 5511; 9 UST 943; 12 UST 175; 15 UST 4.

ARTICLE I

Article I of the Agreement for Cooperation is amended to read as follows:

"For the purposes of this Agreement:

(a) 'Atomic weapon' means any device utilizing atomic energy, exclusive of the means for transporting or propelling the device (where such means is a separable and divisible part of the device), the principal purpose of which is for use as, or for development of, a weapon, a weapon prototype, or a weapon test device.

(b) 'Byproduct material' means any radioactive material (except special nuclear material) yielded in or made radioactive by exposure to the radiation incident to the process of producing or utilizing special nuclear material.

(c) 'Commission' means the United States Atomic Energy Commission.

(d) 'Equipment and devices' and 'equipment or devices' means any instrument, apparatus, or facility, and includes any facility, except an atomic weapon, capable of making use of or producing special nuclear material, and component parts thereof.

(e) 'Parties' means the Government of the United States of America, including the Commission on behalf of the Government of the United States of America, and the Government of Ireland.

'Party' means one of the above 'Parties'.

(f) 'Person' means any individual, corporation, partnership, firm, association, trust, estate, public or private institution,

group, government agency, or government corporation but does not include the Parties to this Agreement.

(g) 'Research reactor' means a reactor which is designed for the production of neutrons and other radiations for general research and development purposes, medical therapy and diagnosis, or training in nuclear science and engineering. The term does not cover power reactors, power demonstration reactors, or reactors designed primarily for the production of special nuclear material.

(h) 'Restricted Data' means all data concerning (1) design, manufacture, or utilization of atomic weapons, (2) the production of special nuclear material, or (3) the use of special nuclear material in the production of energy, but shall not include data declassified or removed from the category of Restricted Data by the appropriate authority.

(i) 'Safeguards' means a system of controls designed to assure that any material, equipment and devices committed to the peaceful uses of atomic energy are not used to further any military purpose.

(j) 'Source material' means (1) uranium, thorium, or any other material which is determined by the Commission or the Government of Ireland to be source material, or (2) ores containing one or more of the foregoing materials, in such concentration as the Commission or the Government of Ireland may determine from time to time.

(k) 'Special nuclear material' means (1) plutonium, uranium enriched in the isotope 233 or in the isotope 235, and any other

material which the Commission or the Government of Ireland determines to be special nuclear material, or (2) any material artificially enriched by any of the foregoing."

ARTICLE II

Article II of the Agreement for Cooperation is amended to read as follows:

"1. Subject to the provisions of this Agreement, the availability of personnel and material, and the applicable laws, regulations, and license requirements in force in their respective countries, the Parties shall cooperate with each other in the achievement of the uses of atomic energy for peaceful purposes.

"2. Restricted Data shall not be communicated under this Agreement, and no materials or equipment and devices shall be transferred, and no services shall be furnished, under this Agreement, if the transfer of any such materials or equipment and devices or the furnishing of any such services involves the communication of Restricted Data.

"3. This Agreement shall not require the exchange of any information which the Parties are not permitted to communicate."

ARTICLE III

Article III of the Agreement for Cooperation is amended to read as follows:

"1. Subject to the provisions of Article II, the Parties shall exchange unclassified information with respect to the application of atomic energy to peaceful uses and the problems

of health and safety connected therewith. The exchange of information provided for in this Article shall be accomplished through various means, including reports, conferences, and visits to facilities, and shall include information in the following fields:

- (a) Design, construction, operation and use of research reactors, materials testing reactors, and reactor experiments;
- (b) The use of radioactive isotopes and source material, special nuclear material, and byproduct material in physical and biological research, medicine, agriculture, and industry; and
- (c) Health and safety problems related to the foregoing.

"2. The application or use of any information (including design drawings and specifications), and any material, equipment and devices, exchanged or transferred between the Parties under this Agreement shall be the responsibility of the Party receiving it, and the other Party does not warrant the accuracy or completeness of such information and does not warrant the suitability of such information, material, equipment and devices for any particular use or application."

ARTICLE IV

Article IV of the Agreement for Cooperation is amended to read as follows:

"1. As may be agreed, the Commission will transfer to the Government of Ireland or authorized persons under its jurisdiction,

uranium enriched in the isotope U-235 for use as fuel in defined research applications, including research reactors, materials testing reactors, and reactor experiments, which the Government of Ireland decides to construct or operate, or authorizes private persons to construct or operate in Ireland. Contracts setting forth the terms, conditions, and delivery schedule of each transfer shall be agreed upon in advance.

"2. The net amount of U-235 in enriched uranium transferred under this Article during the period of this Agreement shall not at any time exceed twenty-five (25) kilograms. This net amount shall be the gross quantity of such contained U-235 in uranium transferred to the Government of Ireland during the period of this Agreement less the quantity of such contained U-235 in recoverable uranium which has been resold or otherwise returned to the Government of the United States of America during the period of this Agreement or transferred to any other nation or group of nations with the approval of the Government of the United States of America.

"3. Within the limitations contained in paragraph 2 of this Article, the quantity of uranium enriched in the isotope U-235 transferred under this Article and under the jurisdiction of the Government of Ireland for the fueling of reactors or reactor experiments shall not at any time be in excess of the quantity thereof necessary for the loading of such reactors or reactor experiments, plus such additional quantity as, in the opinion of the Commission, is necessary to permit the efficient and continuous operation of such reactors or reactor experiments.

"4. The enriched uranium supplied hereunder may contain up to twenty percent (20%) in the isotope U-235. All or a portion of the foregoing special nuclear material may be made available as uranium enriched to more than twenty percent (20%) by weight in the isotope U-235 when the Commission finds there is a technical or economic justification for such a transfer for use in research reactors, materials testing reactors, and reactor experiments, each capable of operating with a fuel load not to exceed eight (8) kilograms of the isotope U-235 contained in such uranium.

"5. When any source or special nuclear material received from the United States of America requires reprocessing, such reprocessing shall be performed at the discretion of the Commission in either Commission facilities or facilities acceptable to the Commission, on terms and conditions to be later agreed; and it is understood, except as may be otherwise agreed, that the form and content of any irradiated fuel elements shall not be altered after removal from a reactor and prior to delivery to the Commission or the facilities acceptable to the Commission for reprocessing.

"6. Special nuclear material produced as a result of irradiation processes in any part of fuel leased hereunder shall be for the account of the lessee and, after reprocessing as provided in paragraph 5 of this Article, shall be returned to the lessee, at which time title to such material shall be transferred to the lessee, unless the Government of the United States of America shall exercise the option, which is hereby granted, to retain, with a

credit to the lessee based on the prices in the United States of America referred to in paragraph 7 of this Article, any such special nuclear material which is in excess of the needs of Ireland for such material in its program for the peaceful uses of atomic energy.

"7. With respect to any special nuclear material not owned by the Government of the United States of America produced in reactors while fueled with materials obtained from the United States of America by means other than lease which is in excess of the needs of Ireland for such material in Ireland's program for the peaceful uses of atomic energy, the Government of the United States of America shall have and is hereby granted (a) a first option to purchase such material at prices then prevailing in the United States of America for special nuclear material produced in reactors which are fueled pursuant to the terms of an Agreement for Cooperation with the Government of the United States of America, and (b) the right to approve the transfer of such material to any other nation or group of nations in the event the option to purchase is not exercised.

"8. Some atomic energy materials which the Commission may be requested to provide in accordance with this Agreement are harmful to persons and property unless handled and used carefully. After delivery of such materials, the Government of Ireland shall bear all responsibility, insofar as the Government of the United States of America is concerned, for the safe handling and use of such materials. With respect to any source or special nuclear material or reactor materials which the Commission may, pursuant to this

Agreement, lease to the Government of Ireland or to any private individual or private organization under its jurisdiction, the Government of Ireland shall indemnify and save harmless the Government of the United States of America against any and all liability (including third party liability) for any cause whatsoever arising out of the production or fabrication, the ownership, the lease, and the possession and use of such source or special nuclear material or reactor materials after delivery by the Commission to the Government of Ireland or to any private individual or private organization under its jurisdiction."

ARTICLE V

Article V of the Agreement for Cooperation, as amended, is amended to read as follows:

"1. Materials of interest in connection with the subjects of agreed exchange of information as provided in Article III and subject to the provisions of Article II, including source material, heavy water, byproduct material, other radioisotopes, stable isotopes, and special nuclear material for purposes other than fueling reactors and reactor experiments, may be transferred between the Parties for defined applications in such quantities and under such terms and conditions as may be agreed when such materials are not commercially available.

"2. Subject to the provisions of Article II and under such terms and conditions as may be agreed, specialized research facilities and reactor materials testing facilities of the Parties

shall be made available for mutual use consistent with the limits of space, facilities, and personnel conveniently available when such facilities are not commercially available.

"3. With respect to the subjects of agreed exchange of information as provided in Article III and subject to the provisions of Article II, equipment and devices may be transferred from one Party to the other under such terms and conditions as may be agreed. It is recognized that such transfers will be subject to limitations which may arise from shortages of supplies or other circumstances existing at the time."

ARTICLE VI

Article VII of the Agreement for Cooperation is amended to read as follows:

"1. With respect to the application of atomic energy to peaceful uses, it is understood that arrangements may be made between either Party or authorized persons under its jurisdiction and authorized persons under the jurisdiction of the other Party for the transfer of equipment and devices and materials other than special nuclear material and for the performance of services.

"2. With respect to the application of atomic energy to peaceful uses, it is understood that arrangements may be made between either Party or authorized persons under its jurisdiction and authorized persons under the jurisdiction of the other Party for the transfer of special nuclear material and for the performance of services with respect thereto for the uses specified in

Articles IV and V of this Agreement and subject to the limitations of Article IV, paragraph 2, of this Agreement.

"3. The Parties agree that the activities referred to in paragraphs 1 and 2 of this Article shall be subject to the limitations in Article II and to the policies of the Parties with regard to transactions involving the authorized persons referred to in paragraphs 1 and 2."

ARTICLE VII

Article VIII of the Agreement for Cooperation is amended to read as follows:

"1. The Government of the United States of America and the Government of Ireland emphasize their common interest in assuring that any material, equipment or devices made available to the Government of Ireland or any person under its jurisdiction pursuant to this Agreement shall be used solely for civil purposes.

"2. Except to the extent that the safeguards rights provided for in this Agreement are suspended by virtue of the application of safeguards of the International Atomic Energy Agency, as provided in Article VIII bis, the Government of the United States of America, notwithstanding any other provisions of this Agreement, shall have the following rights:

(A) With the objective of assuring design and operation for civil purposes and permitting effective application of safeguards, to review the design of any

(1) reactor and
(2) other equipment and devices the design of
which the Commission determines to be relevant to the
effective application of safeguards,
which are to be made available under this Agreement to the
Government of Ireland or any person under its jurisdiction by
the Government of the United States of America or any person
under its jurisdiction, or which are to use, fabricate, or
process any of the following materials so made available:
source material, special nuclear material, moderator material,
or other material designated by the Commission;

(B) With respect to any source or special nuclear
material made available under this Agreement to the Government
of Ireland or any person under its jurisdiction by the
Government of the United States of America or any person under
its jurisdiction and any source or special nuclear material
utilized in, recovered from, or produced as a result of the
use of any of the following materials, equipment or devices
so made available:

- (1) source material, special nuclear material,
moderator material, or other material designated by the
Commission,
- (2) reactors, and
- (3) any other equipment or devices designated by the
Commission as an item to be made available on the

condition that the provisions of this paragraph 2 (B) will apply,

(i) to require the maintenance and production of operating records and to request and receive reports for the purpose of assisting in ensuring accountability for such materials, and

(ii) to require that any such materials in the custody of the Government of Ireland or any person under its jurisdiction be subject to all of the safeguards provided for in this Article and the guarantees set forth in Article IX;

(C) To require the deposit in storage facilities designated by the Commission of any of the special nuclear material referred to in paragraph 2 (B) of this Article which is not currently utilized for civil purposes in Ireland and which is not retained or purchased by the Government of the United States of America pursuant to Article IV, transferred pursuant to Article IV, paragraph 7 (b), or otherwise disposed of pursuant to an arrangement mutually acceptable to the Parties;

(D) To designate, after consultation with the Government of Ireland, personnel who, accompanied, if either Party so requests, by personnel designated by the Government of Ireland, shall have access in Ireland to all places and data necessary to account for the source and special nuclear materials which are subject to paragraph 2 (B) of this Article, to determine

whether there is compliance with this Agreement and to make such independent measurements as may be deemed necessary;

(E) In the event of non-compliance with the provisions of this Article or the guarantees set forth in Article IX and the failure of the Government of Ireland to carry out the provisions of this Article within a reasonable time, to suspend or terminate this Agreement and to require the return of any materials, equipment and devices referred to in paragraph 2 (B) of this Article;

(F) To consult with the Government of Ireland in the matter of health and safety.

"3. The Government of Ireland undertakes to facilitate the application of the safeguards provided for in this Article."

ARTICLE VIII

The following new article is added directly after Article VIII of the Agreement for Cooperation:

"ARTICLE VIII bis

"1. The Government of the United States of America and the Government of Ireland, recognizing the desirability of making use of the facilities and services of the International Atomic Energy Agency, agree that prior to the transfer to Ireland of any materials or facilities subject to safeguards under this Agreement the Agency will be requested to assume responsibility for applying safeguards to such materials and facilities. It is contemplated that the

necessary arrangements will be effected without modification of this Agreement through an agreement to be negotiated among the Parties and the Agency which may include provisions for suspension of the safeguards rights accorded to the Government of the United States of America by Article VIII of this Agreement, during the time and to the extent that the Agency's safeguards apply to such materials and facilities.

"2. In the event the Parties do not reach a mutually satisfactory agreement on the terms of the trilateral arrangement envisaged in paragraph 1 of this Article, either Party may, by notification, terminate this Agreement. In the event of termination by either Party, the Government of Ireland shall, at the request of the Government of the United States of America, return to the Government of the United States of America all special nuclear material received pursuant to this Agreement and still in its possession or in the possession of persons under its jurisdiction. The Government of the United States of America will compensate the Government of Ireland or the persons under its jurisdiction for their interest in such material so returned at the Commission's schedule of prices then in effect in the United States of America."

ARTICLE IX

Article IX of the Agreement for Cooperation is amended to read as follows:

"The Government of Ireland guarantees that:

(a) Safeguards provided in Article VIII shall be maintained.

(b) No material, including equipment and devices, transferred to the Government of Ireland or authorized persons under its jurisdiction by purchase or otherwise pursuant to this Agreement and no special nuclear material produced through the use of such material, equipment or devices, will be used for atomic weapons, or for research on or development of atomic weapons, or for any other military purpose.

(c) No material, including equipment and devices, transferred to the Government of Ireland or authorized persons under its jurisdiction pursuant to this Agreement will be transferred to unauthorized persons or beyond the jurisdiction of the Government of Ireland, except as the Commission may agree to such a transfer to another nation or group of nations, and then only if, in the opinion of the Commission, the transfer of the material is within the scope of an Agreement for Cooperation between the Government of the United States of America and the other nation or group of nations."

ARTICLE X

Paragraph 1 of Article XI of the Agreement for Cooperation, as amended, is amended by deleting the word "ten" and substituting in lieu thereof the word "twenty".

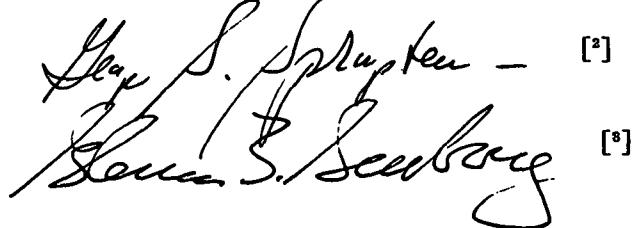
ARTICLE XI

This Amendment shall enter into force on the date on which each Government shall have received from the other Government written notification that it has complied with all statutory and constitutional requirements for the entry into force of such Amendment [¹] and shall remain in force for the period of the Agreement for Cooperation, as hereby amended.

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

DONE at Washington, in duplicate, this twelfth day of June, 1968.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA:

 [²]
 [³]

FOR THE GOVERNMENT OF IRELAND:

 [⁴]

^¹ July 25, 1968.

^² George S. Springsteen

^³ Glenn T. Seaborg

^⁴ William P. Fay

VIET-NAM
Agricultural Commodities

Agreement amending the agreement of January 6, 1968.

Effectuated by exchange of notes

Signed at Saigon July 5, 1968;

Entered into force July 5, 1968.

*The American Ambassador to the Minister of Foreign Affairs
of Viet-Nam*

No. 433

SAIGON, July 5, 1968

EXCELLENCY:

I have the honor to refer to the Supplementary Agricultural Commodities Agreement signed by representatives of our two Governments on January 6, 1968¹ and to propose that:

- A. In the commodity table in Part II, Item I the quantity for wheat flour be increased from 60,000 metric tons to 90,000 metric tons and the market value increased from \$4,800,000 to \$7,300,000; tobacco be added in the approximate maximum quantity of 2,700 metric tons with a market value of \$5,000,000; and the total value of the agreement be increased to \$12,300,000.
- B. In Item II, Paragraph 2, the amount of \$96,000 for convertibility be increased to \$246,000.

If the foregoing is acceptable to Your Excellency's Government, I have the honor to propose this note and your reply concurring thereto shall constitute an agreement between our two Governments, to become effective on the date of your note in reply.

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

ELLSWORTH BUNKER

Ellsworth Bunker
American Ambassador

His Excellency

TRAN CHANH THANH

Minister of Foreign Affairs
Republic of Vietnam
Saigon, Vietnam

¹ TIAS 6440; *ante*, p. 4493.

*The Minister of Foreign Affairs of Viet-Nam to the
American Ambassador*

RÉPUBLIQUE DU VIỆTNAM

MINISTÈRE DES AFFAIRES ÉTRANGÈRES

No. 3052/EF/HT

SAIGON, July 5, 1968

EXCELLENCY,

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

"I have the honor to refer to the Supplementary Agricultural Com-modities Agreement signed by representatives of our two Governments on January 6, 1968 and to propose that:

- A. In the commodity table in Part II, Item I the quantity for wheat flour be increased from 60,000 metric tons to 90,000 metric tons and the market value increased from \$4,800,000 to \$7,300,000; tobacco be added in the approximate maximum quantity of 2,700 metric tons with a market value of \$5,000,000; and the total value of the agreement be increased to \$12,300,000.
- B. In Item II, Paragraph 2, the amount of \$96,000 for converti-bility be increased to \$246,000.

If the foregoing is acceptable to Your Excellency's Government, I have the honor to propose this note and your reply concurring thereto shall constitute an agreement between our two Governments, to become effective on the date of your note in reply."

I have the honor to confirm to Your Excellency my concurrence in the contents of Your note.

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

[SEAL]

TRAN CHANH THANH

Trần Chánh Thành
*Minister of Foreign
Affairs.*

His Excellency

Mr. ELLSWORTH BUNKER
*Ambassador of the
United States of America
to Viet-Nam
Saigon*

TIAS 6533

TONGA

Peace Corps

Agreement effected by exchange of notes

*Signed at Suva, Fiji, and Nuku'alofa, Tonga, May 17 and 27, 1968;
Entered into force May 27, 1968.*

The American Consul to the Premier of Tonga

THE FOREIGN SERVICE
OF THE
UNITED STATES OF AMERICA

No. 1

SUVA, May 17, 1968.

EXCELLENCY:

I have the honor to refer to recent conversations between representatives of our two Governments and to propose the following understandings with respect to the men and women of the United States of America who volunteer to serve in the Peace Corps and who, at the request of your Government, would live and work for periods of time in Tonga.

1. The Government of the United States will furnish such Peace Corps Volunteers as may be requested by the Government of Tonga and approved by the Government of the United States to perform mutually agreed tasks in Tonga. The Volunteers will work under the immediate supervision of governmental or private organizations in Tonga designated by our two Governments. The Government of the United States will provide training to enable the Volunteers to perform more effectively their agreed tasks. The Government of Tonga and the Government of the United States shall each bear a fair share of the cost of maintaining and accommodating Peace Corps Volunteers while in Tonga.

2. The Government of Tonga will accord equitable treatment to the Volunteers and their property; afford them full aid and protection, including treatment no less favorable than that accorded generally to nationals of the United States residing in Tonga; and fully inform, consult, and cooperate with representatives of the Government of the United States with respect to all matters concerning them. The Government of Tonga will exempt the Volunteers from all taxes on payments

which they receive to defray their living costs and on income from sources outside Tonga, from all customs duties or other charges on their personal property for their own use introduced into Tonga for a period of up to six months from the date of the Volunteer's arrival in the Kingdom, and from all other taxes or other charges (including immigration fees) except license fees and taxes or other charges included in the prices of equipment, supplies, and services.

3. The Government of the United States will provide the Volunteers with such limited amounts of equipment and supplies as our two Governments may agree should be provided by it to enable the Volunteers to perform their tasks effectively. The Government of Tonga will exempt from all taxes, customs duties and other charges, all equipment and supplies introduced into or acquired in Tonga by the Government of the United States, or any contractor financed by it, for use hereunder.

4. To enable the Government of the United States to discharge its responsibilities under this agreement, the Government of Tonga will receive a representative of the Peace Corps and such staff of the representative and such personnel of United States private organizations performing functions hereunder under contract with the Government of the United States as are acceptable to the Government of Tonga. The Government of Tonga will exempt such persons from all taxes on income derived from their Peace Corps work or sources outside Tonga, and from all other taxes or other charges (including immigration fees) except license fees and taxes or other charges included in the prices of equipment, supplies and services. The Government of Tonga will exempt the Peace Corps representative and his staff from the payment of customs duties or other charges on personal property for their own use introduced into Tonga for a period of up to nine months from the date of their arrival in the Kingdom. The Government of Tonga will accord personnel of the United States private organizations under contract with the United States the same treatment with respect to the payment of customs duties or other charges on personal property introduced into Tonga for their own use as is accorded Volunteers hereunder.

5. The Government of Tonga will exempt from investment and deposit requirements and currency controls all funds introduced into Tonga for use hereunder by the Government of the United States or contractors financed by it. Such funds shall be convertible into currency of Tonga at the highest rate which is not unlawful in Tonga.

6. Appropriate representatives of our two Governments may make from time to time such arrangements with respect to Peace Corps Volunteers and Peace Corps programs in Tonga as appear necessary or desirable for the purpose of implementing this agreement. The undertakings of each Government herein are subject to the availability of funds and to the applicable laws of that Government.

I have the further honor to propose that, if these understandings are acceptable to your Government, this note and your Government's reply

note concurring therein shall constitute an agreement between the Government of the United States of America and the Government of His Majesty the King of Tonga, acting with the authority and consent of Her Majesty's Government in the United Kingdom, which shall enter into force on the date of your Government's note and shall remain in force until ninety days after the date of the written notification from either Government to the other of intention to terminate it.

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

LOUIS J. LINK

His Royal Highness
The Prince TU'IPELEHAKE,
Premier of Tonga,
Nuku'alofa.

The Premier of Tonga to the American Consul

PREMIER'S OFFICE,
NUKU'ALOFA, TONGA.

27 May, 1968.

Ref. :F.34/3/6.V.2.

SIR,

I have the honour to refer to your note dated the 17th May, 1968 proposing the following understandings with respect to the men and women of the United States of America who volunteer to serve in the Peace Corps and who, at the request of His Majesty's Government, would live and work for periods of time in Tonga.

1. The Government of the United States will furnish such Peace Corps Volunteers as may be requested by the Government of Tonga and approved by the Government of the United States to perform mutually agreed tasks in Tonga. The Volunteers will work under the immediate supervision of governmental or private organizations in Tonga designated by our two Governments. The Government of the United States will provide training to enable the Volunteers to perform more effectively their agreed tasks. The Government of Tonga and the Government of the United States shall each bear a fair share of the cost of maintaining and accommodating Peace Corps Volunteers while in Tonga.

2. The Government of Tonga will accord equitable treatment to the Volunteers and their property; afford them full aid and protection, including treatment no less favourable than that accorded generally to nationals of the United States residing in Tonga; and fully inform,

consult, and cooperate with representatives of the Government of the United States with respect to all matters concerning them. The Government of Tonga will exempt the Volunteers from all taxes on payments which they receive to defray their living costs and on income from sources outside Tonga, from all customs duties or other charges on their personal property for their own use introduced into Tonga for a period of up to six months from the date of the Volunteers' arrival in the Kingdom, and from all other taxes or other charges (including immigration fees) except license fees and taxes or other charges included in the prices of equipment, supplies, and services.

3. The Government of the United States will provide the Volunteers with such limited amounts of equipment and supplies as our two Governments may agree should be provided by it to enable the Volunteers to perform their tasks effectively. The Government of Tonga will exempt from all taxes, customs duties and other charges, all equipment and supplies introduced into or acquired in Tonga by the Government of the United States, or any contractor financed by it, for use hereunder.

4. To enable the Government of the United States to discharge its responsibilities under this agreement, the Government of Tonga will receive a representative of the Peace Corps and such staff of the representative and such personnel of United States private organizations performing functions hereunder under contract with the Government of the United States as are acceptable to the Government of Tonga. The Government of Tonga will exempt such persons from all taxes on income derived from their Peace Corps work or sources outside Tonga, and from all other taxes or other charges (including immigration fees) except license fees and taxes or other charges included in the prices of equipment, supplies and services. The Government of Tonga will exempt the Peace Corps representative and his staff from the payment of customs duties or other charges on personal property for their own use introduced into Tonga for a period of up to nine months from the date of their arrival in the Kingdom. The Government of Tonga will accord personnel of the United States private organizations under contract with the United States the same treatment with respect to the payment of customs duties or other charges on personal property introduced into Tonga for their own use as is accorded Volunteers hereunder.

5. The Government of Tonga will exempt from investment and deposit requirements and currency controls all funds introduced into Tonga for use hereunder by the Government of the United States or contractors financed by it. Such funds shall be convertible into currency of Tonga at the highest rate which is not unlawful in Tonga.

6. Appropriate representatives of our two Governments may make from time to time such arrangements with respect to Peace Corps Volunteers and Peace Corps programmes in Tonga as appear necessary or desirable for the purpose of implementing this agreement. The undertaking of each Government herein are subject to the availability of funds and to the applicable laws of that Government.

I have the further honour to inform you that these understandings are acceptable to His Majesty's Government, and that your note and this note being His Majesty's Government's reply note concurring therein shall constitute an agreement between the Government of the United States of America and the Government of His Majesty the King of Tonga, acting with the authority and consent of Her Majesty's Government in the United Kingdom which shall enter into force on the date of His Majesty's Government's note and shall remain in force until ninety days after the date of the written notification from either Government to the other of intention to terminate it.

I have the honour to be, Sir, Your obedient servant,

TU'IPELEHAKE

(Tu'ipelehake)

Premier.

LOUIS J. LINK, Esquire,
American Consul,
Consulate of the
United States of America,
Suva, Fiji.

ITALY

Water Resources

*Memorandum of understanding signed at Rome June 24, 1968;
Entered into force June 24, 1968.*

MEMORANDUM OF UNDERSTANDING FOR SCIENTIFIC AND TECHNICAL COOPERATION BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERN- MENT OF THE REPUBLIC OF ITALY IN THE FIELD OF WATER RESOURCES.

The Government of the United States of America and the Government of the Republic of Italy recognize that cooperation between their respective countries in the field of water resources will be of mutual benefit and that such cooperation promotes and strengthens the bonds of friendship and understanding between the peoples of the two countries.

In the interest of the benefits accruing to their countries and to mankind generally, the Government of the United States of America and the Government of the Republic of Italy agree as follows:

1. - The two Governments will undertake scientific and technical cooperation in the field of water resources with particular reference to water desalting and water pollution control.

2. - Cooperation relating to desalting, water pollution control, waste water recovery, conservation of water and other phases of water resource development which will be of benefit to each country in domestic programs, to the extent the parties agree thereon, may include the following types of activities: exchange of scientists, pursuit of joint research projects and consultation or convocation of joint seminars to exchange information and to discuss and plan cooperative efforts. The cooperating agencies shall by an exchange of letters or other appropriate arrangement mutually agree on the exact purpose of each separate and definable activity entered into under the Understanding. The arrangements between the cooperating agencies shall specify the parameters within which technical teams and scientists shall perform each given function.

3. - The two Governments may, as occasion and opportunity permit, place on a multilateral basis the scientific cooperation envisaged by the Understanding. In addition, the two Governments

may promote participation by agencies or scientists of other countries whenever appropriate in the activities initiated under the Understanding.

4. - The two Governments may specify any of their respective departments or agencies as appropriate to carry out each cooperative activity under this Understanding. The Government of the Republic of Italy designates the Consiglio Nazionale delle Ricerche as the agency of that Government for the general implementation of the Understanding.

5. - The apportionment of costs and the designation of other cooperating agencies of each Government shall be mutually determined with respect to the implementation of each activity under this Understanding.

6. - The cooperative agencies will publicly release all information and data developed as a result of any activity under the Understanding in accordance with their normal procedure.

7. - The fulfillment of the obligation by the two Governments under the Understanding shall be subject to the availability of funds.

8. - The Understanding shall enter into force upon signature and shall remain in force for two years unless extended by mutual agreement. The termination of the Understanding shall not affect the validity of any arrangements made under the Understanding.

DONE in duplicate at Rome, this 24th day of June, 1968, in the English and Italian languages, both texts being equally authoritative.

FOR THE GOVERNMENT OF
THE UNITED STATES OF
AMERICA

GARDNER ACKLEY

FOR THE GOVERNMENT OF
THE REPUBLIC OF ITALY

G V SORO

V. CAGLIOTTI

MEMORANDUM D'INTESA PER LA COLLABORAZIONE
SCIENTIFICA E TECNICA TRA IL GOVERNO DELLA
REPUBBLICA ITALIANA ED IL GOVERNO DEGLI STATI
UNITI D'AMERICA NEL CAMPO DELLE RISORSE IDRICHE.

Il Governo della Repubblica Italiana ed il Governo degli Stati Uniti d'America riconoscono che la collaborazione fra i rispettivi Paesi nel campo delle risorse idriche sarà di reciproco beneficio e che tale collaborazione promuove ed accresce i vincoli di amicizia e di comprensione fra i popoli dei due Paesi. Nell'interesse dei benefici derivanti ai rispettivi Paesi ed al genere umano in generale, il Governo della Repubblica Italiana ed il Governo degli Stati Uniti d'America convengono quanto segue:

1. — I due Governi si impegnano a collaborare scientificamente e tecnicamente nel campo delle risorse idriche con particolare riferimento alla dissalazione ed al controllo dello inquinamento dell'acqua.

2. — La collaborazione inerente alla dissalazione, al controllo dell'inquinamento, al recupero delle acque di scarico, alla conservazione dell'acqua e ad altre iniziative tendenti ad incrementare le risorse idriche, che saranno di giovamento a ciascun Paese nei programmi nazionali, nei limiti concordati tra le due Parti, può includere i seguenti tipi di attività: scambio di scienziati, esecuzione di progetti di ricerca in collaborazione, mutua consultazione o convocazione di seminari congiunti, al fine di scambiare informazioni e discutere e programmare attività di collaborazione. Gli enti destinati alla collaborazione dovranno concordare, mediante scambio di corrispondenza od altri sistemi appropriati, l'esatta portata di ciascuna attività separata e definibile, intrapresa in base al Memorandum. Gli accordi fra gli enti cooperanti dovranno specificare i compiti che i gruppi tecnici di lavoro e gli scienziati adempiranno nell'ambito delle rispettive funzioni prestabilite.

3. — I due Governi possono, qualora l'occasione e l'opportunità lo permettano, portare su base multilaterale la cooperazione scientifica considerata dal Memorandum. In aggiunta, i due Governi possono promuovere la partecipazione da parte di enti o scienziati di altri Paesi ogni qualvolta sia opportuno per le attività iniziate in base al Memorandum.

4. — I due Governi possono specificare qualsiasi dei loro rispettivi Dipartimenti o Enti come idonei per attuare ciascuna iniziativa comune prevista dal presente Memorandum. Il Governo della Repubblica Italiana designa il Consiglio Nazionale delle Ricerche come Ente del proprio Governo per l'attuazione generale del Memorandum.

5. — La ripartizione dei costi e la designazione di altri Enti cooperanti per ciascun Governo sarà determinata di comune accordo per l'attuazione di ciascuna attività prevista dal presente Memorandum.

6. — Gli enti cooperanti renderanno pubbliche tutte le infomazioni ed i dati ottenuti da qualsiasi attività condotta in esecuzione del Memorandum, secondo le rispettive procedure normali.

7. — L'adempimento degli obblighi dei due Governi derivanti dal presente Memorandum sarà subordinato alla disponibilità di fondi.

8. — Il Memorandum entrerà in vigore all'atto della firma e rimarrà operante per due anni salvo proroga reciprocamente concordata. La scadenza del Memorandum non influirà sulla validità di qualsiasi intesa conclusa in base al Memorandum stesso.

FATTO a Roma il 24 giugno 1968 in duplice esemplare nelle lingue italiana ed inglese, entrambi i testi facenti ugualmente fede.

PER IL GOVERNO
DELLA REPUBBLICA ITALIANA

G V SORO

V. CAGLIOTTI

PER IL GOVERNO DEGLI STATI
UNITI D'AMERICA

GARDNER ACKLEY

TIAS 6535

REPUBLIC OF KOREA

Agricultural Commodities

*Agreement signed at Seoul May 10, 1968;
Entered into force May 10, 1968.*

SUPPLEMENTARY AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF THE REPUBLIC OF KOREA FOR SALES OF AGRICULTURAL COMMODITIES

The Government of the United States of America and the Government of the Republic of Korea have agreed to the sales of the agricultural commodities specified below. This Agreement shall consist of the Preamble, Parts I and III, and the Local Currency Annex of the Agreement signed March 25, 1967, [] together with the following Part II:

PART II - PARTICULAR PROVISIONS

ITEM I. Commodity Table:

A. Local Currency Terms

| Commodity | Supply Period | Approximate Maximum Quantity | Maximum Export Market Value (in Million) |
|-----------------------|-------------------------------------|------------------------------|---|
| Wheat/ wheat flour | United States Calendar Year 1968 | 500, 000 metric tons | \$31. 50 |
| Cotton | United States Calendar Year 1968 | 220, 000 bales | 25. 35 |
| Tallow, inedible | United States Calendar Year 1968 | 20, 000 metric tons | 2. 60 |
| | | Sub-total | \$59. 45 |

¹ TIAS 6272, 6455; 18 UST 1228; *ante*, p. 4656.

B. Local Currency Terms

| <u>Commodity</u> | <u>Supply Period</u> | <u>Approximate Maximum Quantity</u> | <u>Maximum Export Market Value</u> |
|------------------|-------------------------------------|-------------------------------------|------------------------------------|
| Cotton | United States Calendar Year 1968 | 110,000 bales | (in Millions) \$12.65 |
| | | Sub-total | \$12.65 |
| | | Total | \$72.10 |

ITEM II. Payment Terms:

A. Local Currency in Item I, A

1. Proportions of local currency indicated for specified purposes —
 - a. U.S. expenditures — 25 percent
 - b. Section 104(e) — 3 percent
 - c. Section 104(c) — 72 percent — on a grant basis to the Government of the importing country to be used as mutually agreed by the two Governments. If agreement is not reached on the use of this local currency within three years from the date of this Agreement, the Government of the exporting country may make available for any purpose authorized by Section 104 of the Act [1] any of the local currency with respect to which such agreement is not reached.

2. Convertibility

Section 104(b) — (1) \$1,189,000.

B. Local Currency in Item I, B

1. Proportions of local currency indicated for specified purposes —
 - a. U.S. expenditures — 50 percent
 - b. Section 104(e) — 5 percent
 - c. Section 104(c) — 45 percent — on a grant basis to the Government of the importing country to be used as mutually agreed by the two Governments. If agreement is not reached on the use of this local currency within three years from the date of this Agreement, the Government of the exporting country may make available for any purpose authorized by Section 104 of the Act any of the local currency with respect to which such agreement is not reached.

2. Convertibility

Section 104(b) — \$253,000.

¹ 80 Stat. 1528; 7 U.S.C. §1704.

ITEM III. Usual Marketing Table:

| <u>Commodity</u> | <u>Import Period</u> | <u>Usual Marketing Requirement</u> |
|------------------|--|---|
| Cotton | United States Calendar Year 1968 | 60,000 bales of which at least 55,000 bales shall be imported from the USA. Of the 60,000 bales at least 30,000 bales shall be imported by June 30; 45,000 bales by September 30; and 60,000 bales by December 31. |

ITEM IV. Export Limitations:

A. With respect to each commodity financed under this Agreement, the export limitation period for the same or like commodity shall be the United States Calendar Year 1968 and each subsequent period during which the commodity financed under this Agreement that is the same or like such commodity, is being imported.

B. For the purposes of Part I, Article III A(3) of the Agreement, the commodities considered to be the same as, or like, the commodities imported under this Agreement are: for wheat/wheat flour – food grains; for cotton – cotton, including the cotton content of textiles or yarns; and for tallow, inedible – tallow, inedible.

C. Permissible Exports

| <u>Commodity</u> | <u>Quantity or Conditions on Which it may be Exported</u> | <u>Period During Which Such Exports are Permitted</u> |
|--|---|---|
| Cotton textiles including yarns | The cotton content equivalent in weight to 60,000 bales (480 pounds net) plus additional such textiles provided Korea imports from the United States with its own resources by March 31, of the succeeding Calendar Year, cotton equivalent in weight of such exports in addition to the 55,000 bales provided in Item III. | United States Calen- dar Year 1968 and during each subse- quent calendar year cotton financed under this Agreement is being Imported. |

ITEM V. Self-help Measures:

In accordance with its Second Five-Year Plan, the Government of the Republic of Korea is taking further steps to implement the self-help measures described in the March 25, 1967 Sales Agreement. In particular, it is working to: (a) speed the development and

dissemination of high-yielding seed varieties; (b) strengthen food marketing through improved grading, storage and transportation facilities, encouraging maximum participation by private commercial enterprise; and (c) improve the credit system for, and the transportation and distribution of, increased supplies of fertilizer, pesticides, and lime in 1968 for use by small farmers. In addition, the Government of the Republic of Korea is undertaking to: (a) develop a program to expand short-term agricultural production and marketing credit and in addition to make available medium and long-term farm credit; and (b) develop a comprehensive land and water use policy, including economic feasibility analyses of alternative land development, irrigation, and conservation projects, with the aim of achieving maximum returns in additional production from investments in these areas.

ITEM VI. Other Provisions:

In addition to any local currency authorized for sale under Section 104(j) of the Act, the Government of the exporting country may utilize local currency in the importing country to pay for travel which is part of a trip in which the traveler travels from, to or through the importing country. It is understood that these funds are intended to cover only travel by persons who are traveling on official business for the Government of the exporting country or in connection with activities financed by the Government of the exporting country. It is further understood that the travel for which local currency may be utilized shall not be limited to services provided by the transportation facilities of the importing country.

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

DONE at Seoul, Korea, in duplicate, this 10th day of May 1968.

FOR THE GOVERNMENT OF
THE UNITED STATES OF
AMERICA:

WILLIAM J. PORTER

William J. Porter
*Ambassador of the United
States of America*

FOR THE GOVERNMENT OF
THE REPUBLIC OF
KOREA:

CHOONG H. PARK

Park Choong Hoon
*Deputy Prime Minister and
Minister, Economic Planning
Board*

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MULTILATERAL

International Grains Arrangement 1967: Wheat Trade Convention and Food Aid Convention

*Open for signature at Washington from October 15 through
November 30, 1967.*

*Ratification advised by the Senate of the United States of America
June 13, 1968;*

*Ratified by the President of the United States of America June 15,
1968;*

*Ratification of the United States of America deposited with the
Government of the United States of America June 15, 1968;
Proclaimed by the President of the United States of America
August 3, 1968;*

Entered into force July 1, 1968.

BY THE PRESIDENT OF THE UNITED STATES OF AMERICA

A PROCLAMATION

WHEREAS the International Grains Arrangement 1967, consisting of a Wheat Trade Convention and a Food Aid Convention with a common preamble, was open for signature in Washington from October 15 through November 30, 1967, and each of the two said Conventions was signed during that period by the respective plenipotentiaries of the Government of the United States of America and certain other Governments;

WHEREAS the text of the said International Grains Arrangement 1967, in the English, French, Russian, and Spanish languages, is word for word as follows:

INTERNATIONAL GRAINS ARRANGEMENT 1967

PREAMBLE

The signatories to this Arrangement,

Considering that the International Wheat Agreement of 1949 was revised, renewed or extended in 1953, 1956, 1959, 1962, 1965, 1966 and 1967 [¹]

Considering that the substantive economic provisions of the International Wheat Agreement of 1962 expired on 31 July 1967, that the administrative provisions of the same Agreement expire on 31 July 1968 or on an earlier date to be decided by the International Wheat Council and that it is desirable to conclude an Arrangement for a new period,

¹ TIAS 1957, 2799, 3709, 4302, 5115, 5844, 6057, 6315; 63 Stat. (2) 2173; 4 UST 944; 7 UST 3275; 10 UST 1477; 13 UST 1571; 16 UST 1010; 17 UST 948; 18 UST 1899.

Considering that the Governments of Argentina, Australia, Canada, Denmark, Finland, Japan, Norway, Sweden, Switzerland, the United Kingdom, the United States of America and the European Economic Community and its Member States agreed on 30 June 1967 to negotiate an Arrangement on Grains, on as wide a basis as possible, that would contain provisions on wheat trade and food aid, to work diligently for the early conclusion of the negotiation and upon completion of the negotiation to seek acceptance of the Arrangement in conformity with their constitutional and institutional procedures as rapidly as possible,

Considering that these Governments and the European Economic Community and its Member States, in accordance with these prior mutual commitments, shall sign both the Wheat Trade Convention and the Food Aid Convention and that other Governments should have the possibility of joining either one of the Conventions or of joining both Conventions,

Have agreed that this International Grains Arrangement 1967 shall consist of two legal instruments, on the one hand a Wheat Trade Convention, and on the other hand a Food Aid Convention, and that each of these two Conventions, or either of them as appropriate, shall be submitted for signature and ratification, acceptance or approval in conformity with their respective constitutional or institutional procedures, by the Governments concerned and the European Economic Community and its Member States.

WHEAT TRADE CONVENTION

PART I - GENERAL

ARTICLE 1

Objectives

The objectives of this Convention are:

- (a) To assure supplies of wheat and wheat flour to importing countries and markets for wheat and wheat flour to exporting countries at equitable and stable prices;
- (b) To promote the expansion of the international trade in wheat and wheat flour and to secure the freest possible flow of this trade in the interests of both exporting and importing countries, and thus contribute to the development of countries, the economies of which depend on commercial sales of wheat; and
- (c) In general to further international co-operation in connection with world wheat problems, recognizing the relationship of the trade in wheat to the economic stability of markets for other agricultural products.

ARTICLE 2

Definitions

- (1) For the purposes of this Convention:
- (a) "Balance of commitment" means the amount of wheat which an exporting country is obliged to make available at not greater than the maximum price under Article 5, that is, the amount by which its datum quantity with respect to importing countries exceeds the actual commercial purchases from it by those countries in the crop year at the relevant time;
 - (b) "Balance of entitlement" means the amount of wheat which an importing country is entitled to purchase at not greater than the maximum price under Article 5, that is, the amount by which its datum quantity with respect to the exporting country or countries concerned, as the context requires, exceeds its actual commercial purchases from those countries in the crop year at the relevant time;
 - (c) "Bushel" means in the case of wheat sixty pounds avoirdupois or 27.2155 kilogrammes;
 - (d) "Carrying charges" means the costs incurred for storage, interest and insurance in holding wheat;
 - (e) "Certified seed wheat" means wheat which has been officially certified according to the custom of the country of origin and which conforms to recognized specification standards for seed wheat in that country;

- (f) "c. & f." means cost and freight;
- (g) "Council" means the International Wheat Council established by the International Wheat Agreement, 1949 and continued in being by Article 25;
- (h) "Country" includes the European Economic Community;
- (i) "Crop year" means the period from 1 July to 30 June;
- (j) "Datum quantity" means
 - (i) In the case of an exporting country the average annual commercial purchases from that country by importing countries as established under Article 15;
 - (ii) In the case of an importing country the average annual commercial purchases from exporting countries or from a particular exporting country, as the context requires, as established under Article 15; and includes, where applicable, any adjustment made under paragraph (1) of Article 15;
- (k) "Denatured wheat" means wheat which has been denatured so as to render it unfit for human consumption;
- (l) "Executive Committee" means the Committee established under Article 30;
- (m) "Exporting country" means, as the context requires, either:
 - (i) the Government of a country listed in Annex A which has ratified, accepted, approved or acceded to this Convention and has not withdrawn therefrom; or

- (ii) that country itself and the territories in respect
of which the rights and obligations of its
Government under this Convention apply;
- (n) "f.a.q." means fair average quality;
- (o) "f.o.b." means free on board;
- (p) "Grains" means wheat, rye, barley, oats, maize and
sorghum;
- (q) "Importing country" means, as the context requires,
either:
- (i) the Government of a country listed in Annex B which
has ratified, accepted, approved or acceded to this
Convention and has not withdrawn therefrom; or
- (ii) that country itself and the territories in respect
of which the rights and obligations of its
Government under this Convention apply;
- (r) "Marketing costs" means all usual charges incurred in
marketing, chartering and forwarding;
- (s) "Maximum price" means the maximum prices specified in or
determined under Article 6 or 7 or one of those prices,
as the context requires;
- (t) "Maximum price declaration" means a declaration made in
accordance with Article 9;
- (u) "Member country" means:
- (i) the Government of a country which has ratified,
accepted, approved or acceded to this Convention
and has not withdrawn therefrom; or

- (ii) that country itself and the territories in respect of which the rights and obligations of its Government under this Convention apply;
- (v) "Metric ton", or 1,000 kilogrammes, means in the case of wheat 36.74371 bushels;
- (w) "Minimum price" means the minimum prices specified in or determined under Article 6 or 7 or one of those prices, as the context requires;
- (x) "Price range" means prices between the minimum and maximum prices specified in or determined under Article 6 or 7 including the minimum prices but excluding the maximum prices;
- (y) "Prices Review Committee" means the Committee established under Article 31;
- (z) (i) "Purchase" means a purchase for import of wheat exported or to be exported from an exporting country or from other than an exporting country, as the case may be, or the quantity of such wheat so purchased, as the context requires;
- (ii) "Sale" means a sale for export of wheat imported or to be imported by an importing country or by other than an importing country, as the case may be, or the quantity of such wheat so sold, as the context requires;

(iii) Where reference is made in this Convention to a purchase or sale, it shall be understood to refer not only to purchases or sales concluded between the Governments concerned but also to purchases or sales concluded between private traders and to purchases or sales concluded between a private trader and the Government concerned. In this definition "Government" shall be deemed to include the Government of any territory in respect of which the rights and obligations of any Government ratifying, accepting, approving or acceding to this Convention apply under Article 42;

(aa) "Sub-Committee on Prices" means the Sub-Committee established under Article 31;

(bb) "Territory" in relation to an exporting or importing country includes any territory in respect of which the rights and obligations under this Convention of the Government of that country apply under Article 42;

(cc) "Wheat" includes wheat grain of any description, class, type, grade or quality and, except in Article 6 or where the context otherwise requires, wheat flour.

(2) All calculations of the wheat equivalent of purchases of wheat flour shall be made on the basis of the rate of extraction indicated by the contract between the buyer and the seller. If no such rate is indicated, seventy-two units by weight of wheat flour shall, for

the purpose of such calculations, be deemed to be equivalent to one hundred units by weight of wheat grain unless the Council decides otherwise.

ARTICLE 3

Commercial purchases and special transactions

(1) A commercial purchase for the purposes of this Convention is a purchase as defined in Article 2 which conforms to the usual commercial practices in international trade and which does not include those transactions referred to in paragraph (2) of this Article.

(2) A special transaction for the purposes of this Convention is one which, whether or not within the price range, includes features introduced by the Government of a country concerned which do not conform with usual commercial practices. Special transactions include the following:

- (a) Sales on credit in which, as a result of government intervention, the interest rate, period of payment, or other related terms do not conform with the commercial rates, periods or terms prevailing in the world market;
- (b) Sales in which the funds for the purchase of wheat are obtained under a loan from the Government of the exporting country tied to the purchase of wheat;
- (c) Sales for currency of the importing country which is not transferable or convertible into currency or goods for use in the exporting country;

- (d) Sales under trade agreements with special payments arrangements which include clearing accounts for settling credit balances bilaterally through the exchange of goods, except where the exporting country and the importing country concerned agree that the sale shall be regarded as commercial;
 - (e) Barter transactions
 - (i) which result from the intervention of governments where wheat is exchanged at other than prevailing world prices, or
 - (ii) which involve sponsorship under a government purchase programme, except where the purchase of wheat results from a barter transaction in which the country of final destination was not named in the original barter contract;
 - (f) A gift of wheat or a purchase of wheat out of a monetary grant by the exporting country made for that specific purpose;
 - (g) Any other categories of transactions that include features introduced by the Government of a country concerned which do not conform with usual commercial practices, as the Council may prescribe.
- (3) Any question raised by the Executive Secretary or by any exporting or importing country as to whether a transaction is a commercial purchase as defined in paragraph (1) of this Article

or a special transaction as defined in paragraph (2) of this Article shall be decided by the Council.

PART II - COMMERCIAL

ARTICLE 4

Commercial purchases and supply commitments

- (1) Each member country when exporting wheat undertakes to do so at prices consistent with the price range.
- (2) Each member country importing wheat undertakes that the maximum possible share of its total commercial purchases of wheat in any crop year shall be purchased from member countries, except as provided in paragraph (4) below. This share shall be not less than a percentage established by the Council in agreement with the country concerned.
- (3) Exporting countries undertake, in association with one another, that wheat from their countries shall be made available for purchase by importing countries in any crop year at prices consistent with the price range in quantities sufficient to satisfy on a regular and continuous basis the commercial requirements of those countries subject to the other provisions of this Convention.
- (4) Under extraordinary circumstances a member country may be granted by the Council partial exemption from the commitment contained in paragraph (2) of this Article upon submission of satisfactory supporting evidence to the Council.

(5) Each member country when importing wheat from non-member countries undertakes to do so at prices consistent with the price range.

(6) Prices shall be regarded as consistent with the price range when wheat is being made available or when sales and purchases are taking place:

- (a) at or above the maximum prices provided for in Article 6 when such actions are not in conflict with the provisions of Articles 5, 9 and 10, or
- (b) at prices consistent with the minimum prices provided for in Article 6 or with the provisions concerning the role of minimum prices as set out in Article 8.

ARTICLE 5

Purchases at the maximum price

(1) If the Council makes a maximum price declaration in respect of an exporting country, that country shall make available for purchase by importing countries at not greater than the maximum price its balance of commitment towards those countries to the extent that the balance of entitlement of any importing country with respect to all exporting countries is not exceeded.

(2) If the Council makes a maximum price declaration in respect of all exporting countries, each importing country shall be entitled, while the declaration is in effect,

- (a) to purchase from exporting countries at prices not greater than the maximum price its balance of entitlement with respect to all exporting countries; and

(b) to purchase wheat from any source without being regarded as committing any breach of paragraph (2) of Article 4.

(3) If the Council makes a maximum price declaration in respect of one or more exporting countries, but not all of them, each importing country shall be entitled while the declaration is in effect,

(a) to make purchases under paragraph (1) of this Article from such one or more exporting countries and to purchase the balance of its commercial requirements within the price range from the other exporting countries, and

(b) to purchase wheat from any source without being regarded as committing any breach of paragraph (2) of Article 4 to the extent of its balance of entitlement with respect to such one or more exporting countries as at the effective date of the declaration, provided such balance is not larger than its balance of entitlement with respect to all exporting countries.

(4) Purchases by any importing country from an exporting country in excess of the balance of entitlement of that importing country with respect to all exporting countries shall not reduce the obligation of that exporting country under this Article. Any wheat purchased from an importing country by a second importing country which originated during that crop year from an exporting country shall be deemed to have been purchased from that exporting country by the second importing country provided the balance of

entitlement of the second importing country with respect to all exporting countries is not thereby exceeded. Subject to the provisions of Article 19, the preceding sentence shall apply to wheat flour only if the wheat flour originated from the exporting country concerned.

(5) In determining whether it has fulfilled its required percentage under paragraph (2) of Article 4, purchases made by any importing country while a maximum price declaration is in effect, subject to the limitations in paragraphs (2)(b) and (3)(b) of this Article,

- (a) shall be taken into account if those purchases were made from any member country, including an exporting country in respect of which the declaration was made, and
- (b) shall be entirely disregarded if those purchases were made from a non-member country.

(6) Wheat made available in accordance with the provisions of this Article shall so far as practicable be of types and qualities that would enable the trade in that crop year between the two countries to conform to the usual pattern. Arrangements to give effect to this should be agreed upon as necessary between the countries concerned.

ARTICLE 6

Prices of wheat

(1) The Schedule of minimum and maximum prices, basis f.o.b. Gulf ports, is established for the duration of this Convention as follows:

| | <u>Minimum Price</u> | <u>Maximum Price</u> |
|-------------------------|--------------------------|--------------------------|
| (US dollars per bushel) | | |

Canada

| | | |
|----------------|----------|----------|
| Manitoba No. 1 | 1.95 1/2 | 2.35 1/2 |
| Manitoba No. 3 | 1.90 | 2.30 |

United States of America

| | | |
|----------------------------------|------|------|
| Dark Northern Spring No. 1, 14% | 1.83 | 2.23 |
| Hard Red Winter No. 2 (ordinary) | 1.73 | 2.13 |
| Western White No. 1 | 1.68 | 2.08 |
| Soft Red Winter No. 1 | 1.60 | 2.00 |

Argentina

| | | |
|-------|------|------|
| Plate | 1.73 | 2.13 |
|-------|------|------|

Australia

| | | |
|--------|------|------|
| f.a.q. | 1.68 | 2.08 |
|--------|------|------|

European Economic Community

| | | |
|----------|------|------|
| Standard | 1.50 | 1.90 |
|----------|------|------|

| | | |
|---------------|------|------|
| <u>Sweden</u> | 1.50 | 1.90 |
|---------------|------|------|

| | | |
|---------------|------|------|
| <u>Greece</u> | 1.50 | 1.90 |
|---------------|------|------|

Spain

| | | |
|--------------|------|------|
| Fine wheat | 1.60 | 2.00 |
| Common wheat | 1.50 | 1.90 |

(2) The minimum prices and maximum prices for the specified Canadian and US wheats, f.o.b. Pacific north-west ports shall be 6 cents less than the prices in paragraph (1) of this Article.

(3) The minimum and maximum prices for Mexican wheat on sample or description f.o.b. Mexican Pacific ports or at the Mexican border, whichever is applicable, shall be US dollars 1.55 and 1.95 per bushel respectively.

- (4) The minimum prices under this Article may be adjusted in accordance with the provisions of Articles 8 and 31.
- (5) The minimum price and maximum price for f.a.q. Australian wheat f.o.b. Australian ports shall be 5 cents below the price equivalent to the c. and f. price in United Kingdom ports of the minimum price and maximum price for US Hard Red Winter No. 2 (ordinary) wheat f.o.b. Gulf ports, specified in paragraph (1) of this Article, computed by using currently prevailing transportation costs.
- (6) The minimum prices and maximum prices for Argentine wheat f.o.b. Argentine ports, for destinations bordering the Pacific and Indian Oceans shall be the prices equivalent to the c. and f. prices in Yokohama of the minimum prices and maximum prices for US Hard Red Winter No. 2 (ordinary) wheat f.o.b. Pacific northwest ports, specified in paragraph (2) of this Article, computed by using currently prevailing transportation costs.
- (7) The minimum prices and maximum prices for
--- the specified US wheats, f.o.b. US Atlantic, Great Lakes and Canadian St. Lawrence ports,
--- the specified Canadian wheats, f.o.b. Fort William/
Port Arthur, St. Lawrence ports, Atlantic ports and
Port Churchill,
--- Argentine wheat, f.o.b. Argentine ports, for destinations other than those specified in paragraph (6) of this Article, shall be the prices equivalent to the c. and f. prices in Antwerp/Rotterdam of the minimum prices and maximum prices

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specified in paragraph (1) of this Article computed by using currently prevailing transportation costs.

(8) The minimum prices and maximum prices for the European Economic Community standard wheat shall be the prices equivalent to the c. and f. price in the country of destination, or the c. and f. price at an appropriate port for delivery to the country of destination, of the minimum prices and maximum prices for US Hard Red Winter No. 2 (ordinary) wheat f.o.b. United States, specified in paragraphs (1) and (2) of this Article, computed by using currently prevailing transportation costs and by applying the price adjustments corresponding to the agreed quality differences set forth in the scale of equivalents.

(9) The minimum prices and maximum prices for Swedish wheat shall be the prices equivalent to the c. and f. price in the country of destination, or the c. and f. price at an appropriate port for delivery to the country of destination, of the minimum prices and maximum prices for US Hard Red Winter No. 2 (ordinary) wheat f.o.b. United States, specified in paragraphs (1) and (2) of this Article, computed by using currently prevailing transportation costs and by applying the price adjustments corresponding to the agreed quality differences set forth in the scale of equivalents.

(10) The minimum prices and maximum prices for Greek wheat shall be the prices equivalent to the c. and f. price in the country of destination, or the c. and f. price at an appropriate port for delivery to the country of destination, of the minimum

prices and maximum prices for US Hard Red Winter No. 2 (ordinary) wheat f.o.b. United States, specified in paragraphs (1) and (2) of this Article, computed by using currently prevailing transportation costs and by applying the price adjustments corresponding to the agreed quality differences set forth in the scale of equivalents.

(11) The minimum prices and maximum prices for Spanish wheat shall be the prices equivalent to the c. and f. price in the country of destination, or the c. and f. price at an appropriate port for delivery to the country of destination of the minimum prices and maximum prices for US Hard Red Winter No. 2 (ordinary) wheat f.o.b. United States, specified in paragraphs (1) and (2) of this Article, computed by using currently prevailing transportation costs and by applying the price adjustments corresponding to the agreed quality differences set forth in the scale of equivalents.

(12) In relation to other wheats of countries referred to in paragraph (1) of this Article, the ways of computing minimum and maximum prices set out in paragraph (2) or the equivalents thereof set out in paragraphs (5) to (11) of this Article shall apply in the same way as they apply to the wheats referred to in those paragraphs.

(13) The Prices Review Committee may in consultation with the Sub-Committee on Prices:

(a) determine the equivalent minimum and maximum prices for wheats at points other than those referred to

in paragraphs (1), (2) and (3) and paragraphs (5)
to (11) of this Article, and

(b) specify, basis f.o.b. United States Gulf ports,
minimum and maximum prices for any description,
class, type, grade or quality of wheat other than
those specified in paragraphs (1) and (3) of this
Article, provided that the difference between the
minimum and maximum prices so specified shall be
40 cents per bushel, and in the case of wheat of
a country not mentioned in those paragraphs the
Committee shall act in accordance with the
preceding sub-paragraph if it has not already done
so in respect of that wheat.

(14) In the case of any wheat for which minimum and maximum
prices have not been specified, the minimum and maximum prices
for the time being, basis f.o.b. United States Gulf ports,
shall be derived from the minimum and maximum prices of the
description, class, type, grade or quality of wheat specified
in paragraphs (1) and (3) or under paragraph (13)(b) of this
Article, which is most closely comparable to such wheat by
the addition of an appropriate premium or by the deduction of
an appropriate discount. Such premiums or discounts may be
fixed and adjusted as necessary by the Prices Review Committee.
The Prices Review Committee shall act in accordance with this
paragraph at any meeting called under paragraphs (1), (3) or
(6) of Article 9.

(15) No minimum or maximum price, basis f.o.b. United States Gulf ports, specified under the provisions of paragraph (13)(b) of this Article, shall respectively be higher than the minimum or maximum price for Manitoba Northern No. 1 wheat specified in paragraph (1) of this Article.

(16) The equivalent minimum and maximum prices referred to in paragraphs (5) to (11) of this Article shall be computed at regular intervals by the Secretariat of the Council with the assistance of the Sub-Committee on Prices, having regard to the costs of ocean transportation which reflect the current method of movement generally employed and on the most comparable basis between the ports concerned.

(17) For the purposes of comparing the price of any wheat quoted in other than United States currency with the minimum and maximum prices or the equivalents thereof computed in accordance with the provisions of this Article, that price shall be converted into United States currency at the prevailing rate of exchange. Any dispute as to the conversion of prices shall be decided by the Prices Review Committee.

(18) The minimum and maximum prices and the equivalents thereof shall exclude such carrying charges and marketing costs as may be agreed between the buyer and the seller, provided that carrying charges shall accrue for the buyer's account only after an agreed date specified in the contract under which the wheat is sold.

(19) Durum wheat and certified seed wheat shall be excluded from the provisions relating to maximum prices and denatured wheat from the provisions relating to minimum prices.

(20) Without prejudice to the operation of Article 8 if any member country represents to the Prices Review Committee that any computation of an equivalent minimum or maximum price under the provisions of paragraphs (5) to (11) or paragraph (13) of this Article is, in the light of current transportation costs, no longer fair, that Committee shall consider the matter and may in consultation with the Sub-Committee on Prices make such adjustments as it considers desirable.

(21) All decisions of the Prices Review Committee under paragraphs (13), (14), (17) or (20) of this Article shall be binding on all member countries, provided that any member country which considers any such decision is disadvantageous to it may ask the Council to review that decision.

(22) Each country which has one or more wheats listed in this Article shall provide to the Council each crop year a copy of the current official specifications, standards or descriptions for those wheats where they exist. Upon request by the Secretariat, countries which export wheat shall provide to the Council the current official specifications, standards or descriptions of wheats, where they exist, not listed in this Article.

ARTICLE 7

Prices of wheat flour

(1) Commercial purchases of wheat flour will be deemed to be at prices consistent with the prices for wheat specified in or determined under Article 6, unless a statement to the contrary,

with supporting information, is received by the Council from any member country, in which case the Council shall, with the assistance of any countries concerned, consider the matter and decide whether the price is so consistent.

(2) If one or more member countries deem that certain practices in the field of international trade have in certain cases distorted the consistency which must exist between the prices for flour and the prices for wheat, and consider that their interests have been seriously hurt by these practices, they may ask for consultations with the member country or member countries concerned.

(3) The Council may in co-operation with member countries carry out studies of the prices of wheat flour in relation to the prices of wheat.

ARTICLE 8

Role of minimum prices

The purpose of the schedule of minimum prices is to contribute to market stability by making it possible to determine when the level of market prices for any wheat is at or approaching the minimum of the range. Since price relationships between types and qualities of wheat fluctuate with competitive circumstances, provision is made for review of and adjustments in minimum prices.

(1) If the Secretariat of the Council in the course of its continuous review of market conditions is of the opinion that a situation has arisen, or threatens imminently to arise, which appears to jeopardize the objectives of this Convention with

regard to the minimum price provisions, or if such a situation is called to the attention of the Secretariat of the Council by any member country, the Executive Secretary shall convene a meeting of the Prices Review Committee within two days and concurrently notify all member countries.

(2) The Prices Review Committee shall review the price situation with the view to reaching agreement on action required by member participants to restore price stability and to maintain prices at or above minimum levels and shall notify the Executive Secretary when agreement has been reached and of the action taken to restore market stability.

(3) If after three market days the Prices Review Committee is unable to reach agreement on the action to be taken to restore market stability, the Chairman of the Council shall convene a meeting of the Council within two days to consider what further measures might be taken. If after not more than three days of review by the Council any member country is exporting or offering wheat below the minimum prices as determined by the Council, the Council shall decide whether provisions of this Convention shall be suspended and if so to what extent.

(4) When any minimum price has been adjusted in accordance with the foregoing, such adjustments shall terminate when the Prices Review Committee or the Council finds that the conditions requiring the adjustments no longer prevail.

ARTICLE 9

Maximum price declarations

- (1) The Executive Secretary, who shall keep the prices of wheat under continual review, shall immediately convene a meeting of the Prices Review Committee if he is of the opinion, or the Sub-Committee on Prices or any member country informs him that it is of the opinion that a situation has arisen in which an exporting country is making any wheat available for purchase by importing countries at a price near the maximum price. If the Prices Review Committee decides that such a situation has arisen, the Executive Secretary shall immediately inform all member countries.
- (2) As soon as any of its wheat is made available for purchase by importing countries at prices not less than the maximum price, an exporting country shall notify the Council to that effect. On receipt of such notification the Executive Secretary acting on behalf of the Council shall, except as otherwise provided in paragraph (6) of this Article and paragraph (6) of Article 16 make a declaration accordingly, referred to in this Convention as a maximum price declaration. The Executive Secretary shall communicate that maximum price declaration to all member countries as soon as possible after it has been made.
- (3) In making a notification under paragraph (2) of this Article, the exporting country shall
- (a) if any of the wheats in respect of which the notification is made is not one for which a

maximum price is specified in, or has been specified under the provisions of, Article 6, state what it considers the maximum price for the time being, basis f.o.b. United States Gulf ports, for any such wheats to be, and

- (b) in the case of all wheats in respect of which the notification is made, state what it computes the maximum prices to be on the date of notification at the points from which those wheats are commonly exported,

and the Executive Secretary shall inform all other member countries accordingly. If any member country represents to the Executive Secretary that any of the prices referred to above are not the maximum prices of the wheats concerned, he shall immediately convene a meeting of the Prices Review Committee which shall decide the maximum prices in respect of which representations have been made in consultation with the Sub-Committee on Prices.

(4) As soon as all of its wheat which has been made available at not less than the maximum price, is again made available for purchase by importing countries at prices less than the maximum price, an exporting country shall notify the Council to that effect. Thereupon, the Executive Secretary, acting on behalf of the Council, shall terminate the maximum price declaration in respect of that country by making a further declaration accordingly. He shall communicate such further declaration

to all exporting and importing countries as soon as possible after it has been made.

(5) The Council shall in its rules of procedure, prescribe regulations to give effect to paragraphs (2) and (4) of this Article, including regulations determining the effective date of any declaration made under this Article.

(6) If at any time in the opinion of the Executive Secretary an exporting country has failed to make a notification under paragraph (2) or (4) of this Article, or has made an incorrect notification, he shall without prejudice in the latter case to the provisions of paragraph (2) or (4), immediately convene a meeting of the Sub-Committee on Prices. If at any time in the opinion of the Executive Secretary an exporting country has made a notification under paragraph (2) but the facts relating thereto do not warrant a maximum price declaration, he shall not make such a declaration but shall refer the matter to the Sub-Committee at a meeting immediately convened for this purpose. If the Sub-Committee advises either under this paragraph or in accordance with Article 31 that a declaration under paragraph (2) or (4) should be or should not be made or is incorrect, as the case may be, the Prices Review Committee may make or refrain from making a declaration accordingly, or cancel any declaration then in effect, whichever is appropriate without delay. The Executive Secretary shall communicate any such declaration or cancellation to all member countries as soon as possible.

(7) Any declaration made under this Article shall specify the crop year or crop years to which it relates, and this Convention shall apply accordingly.

(8) If any exporting or importing country considers that a declaration under this Article should be or should not have been made, as the case may be, it may refer the matter to the Council. If the Council finds that the representations of the country concerned are well founded, it shall make or cancel a declaration accordingly.

(9) Any declaration made under paragraphs (2), (4) or (6) of this Article which is cancelled in accordance with this Article shall be regarded as having full force and effect until the date of its cancellation, and such cancellation shall not affect the validity of anything done under the declaration prior to its cancellation.

(10) For the purpose of this Article "wheat" excludes durum wheat and certified seed wheat.

ARTICLE 10

Status of European Economic Community

(1) The European Economic Community which regularly and continuously engages in import and export operations on the international market is listed simultaneously in Annex A and in Annex B of this Convention as an exporting country and as an importing country with all the rights and obligations deriving therefrom.

(2) In regard however to the obligations of the European Economic Community as an exporting country in a situation of a maximum price declaration concerning the wheat of the European Economic Community, the European Economic Community shall make wheat available to importing countries which are members of this Convention at a price which shall not be greater than the maximum price. Moreover, it shall take all useful measures in conformity with the regulations resulting from its common agricultural policy to channel its quantities available for export in an equitable way to importing countries which are members of this Convention.

ARTICLE 11

Adjustment in case of short crop

- (1) Any exporting country which fears that it may be prevented by a short crop from carrying out its obligations under this Convention in respect of a particular crop year shall report the matter to the Council at the earliest possible date and apply to the Council to be relieved of a part or the whole of its obligations for that crop year. An application made to the Council pursuant to this paragraph shall be heard without delay.
- (2) The Council shall, in dealing with a request for relief under this Article, review the exporting country's supply situation and the extent to which the exporting country has observed the principle that it should, to the maximum extent feasible, make wheat available for purchase to meet its obligations under this Convention.

(3) The Council shall also, in dealing with a request for relief under this Article, have regard to the importance of the exporting country's maintaining the principle stated in paragraph (2) of this Article.

(4) If the Council finds that the country's representations are well founded, it shall decide to what extent and on what conditions that country shall be relieved of its obligations for the crop year concerned. The Council shall inform the exporting country of its decision.

(5) If the Council decides that the exporting country shall be relieved of the whole or part of its obligations under Article 5 for the crop year concerned, the Council shall increase the commitments as represented by the datum quantities of the other exporting countries to the extent agreed by each of them. If such increases do not offset the relief granted under paragraph (4) of this Article, it shall reduce by the amount necessary the entitlements, as represented by the datum quantities of the importing countries to the extent agreed by each of them.

(6) If the relief granted under paragraph (4) of this Article cannot be entirely offset by measures taken under paragraph (5), the Council shall reduce pro rata the entitlement as represented by the datum quantities of the importing countries, account being taken of any reductions under paragraph (5).

(7) If the commitment as represented by the datum quantity of an exporting country is reduced under paragraph (4) of this

Article, the amount of such reduction shall be regarded for the purpose of establishing its datum quantity and that of all other exporting countries in subsequent crop years as having been purchased from that exporting country in the crop year concerned. In the light of the circumstances, the Council shall determine whether any adjustment shall be made, and if so in what manner, for the purpose of establishing the datum quantities of importing countries in such subsequent crop years as a result of the operation of this paragraph.

(8) If the entitlement as represented by the datum quantity of an importing country is reduced under paragraph (5) or (6) of this Article to offset the relief granted to an exporting country under paragraph (4), the amount of such reduction shall be regarded as having been purchased in the crop year concerned from that exporting country for the purposes of establishing the datum quantity of that importing country in subsequent crop years.

ARTICLE 12

Adjustment in case of necessity to safeguard balance of payments or monetary reserves

(1) Any importing country which fears that it may be prevented by the necessity to safeguard its balance of payments or monetary reserves from carrying out its obligations under this Convention in respect of a particular crop year shall report the matter to the Council at the earliest possible date and apply to the Council to be relieved of a part or the whole of

its obligations for that crop year. An application made to the Council pursuant to this paragraph shall be heard without delay.

(2) If an application is made under paragraph (1) of this Article, the Council shall seek and take into account, together with all facts which it considers relevant, the opinion of the International Monetary Fund, as far as the matter concerns a country which is a member of the Fund, on the existence and extent of the necessity referred to in paragraph (1).

(3) The Council shall, in dealing with a request for relief under this Article, have regard to the importance of the importing country's maintaining the principle that it should to the maximum extent feasible make purchases to meet its obligations under this Convention.

(4) If the Council finds that the representations of the importing country concerned are well founded, it shall decide to what extent and on what conditions that country shall be relieved of its obligations for the crop year concerned. The Council shall inform the importing country of its decision.

ARTICLE 13

Adjustments and additional purchases in case of critical need

(1) If a critical need has arisen or threatens to arise in its territory, an importing country may appeal to the Council for assistance in obtaining supplies of wheat. With a view to relieving the emergency created by the critical need, the Council shall give urgent consideration to the appeal and shall make appropriate

recommendations to exporting and importing countries regarding the action to be taken by them.

(2) In deciding what recommendation should be made in respect of an appeal by an importing country under the preceding paragraph, the Council shall have regard to its actual commercial purchases from member countries or to the extent of its obligations under Article 4, as may appear appropriate in the circumstances.

(3) No action taken by an exporting or importing country pursuant to a recommendation made under paragraph (1) of this Article shall affect the datum quantity of any exporting or importing country in subsequent crop years.

ARTICLE 14

Other adjustments

(1) An exporting country may transfer part of its balance of commitment to another exporting country, and an importing country may transfer part of its balance of entitlement to another importing country for a crop year, subject to approval by the Council.

(2) Any importing country may at any time, by written notification to the Council, increase its percentage undertaking referred to in paragraph (2) of Article 4 and such increase shall become effective from the date of receipt of the notification.

(3) Any importing country which considers that its interests in respect of its percentage undertaking under paragraph (2) of Article 4 are seriously prejudiced by the withdrawal from this

Convention of any exporting country holding not less than 50 votes may, by written notification to the Council, apply for a reduction in its percentage undertaking. In such a case, the Council shall reduce that importing country's percentage undertaking by the proportion that its maximum annual commercial purchases during the years determined under Article 15 with respect to the withdrawing country bears to its datum quantity with respect to all countries listed in Annex A and shall then further reduce such revised percentage undertaking by subtracting two and one half.

(4) The datum quantity of any country acceding under paragraph 2 of Article 38 shall be offset, if necessary, by appropriate adjustments by way of increase or decrease in the datum quantities of one or more exporting or importing countries, as the case may be. Such adjustments shall not be approved unless each exporting or importing country whose datum quantity is thereby changed has consented.

(5) The Council may at the request of any country delete that country from either Annex to this Convention and transfer it to the other.

ARTICLE 15

Establishment of datum quantities

(1) Datum quantities as defined in Article 2 shall be established for each crop year on the basis of average annual commercial purchases during the first four of the immediately preceding five crop years. In the case of steadily expanding markets where, taking the same period, the average annual commercial purchases

are in excess of the average datum quantity figures calculated by the above method, the datum quantities shall be adjusted by the addition of the difference of the two averages. For the purpose of this paragraph a steadily expanding market is a market in which the commercial imports were higher than the datum quantity figures calculated under the first sentence of this paragraph in at least 3 out of the 4 years used in such calculation and the percentage undertaking of such a country is not less than eighty per cent.

(2) Before the beginning of each crop year, the Council shall establish for that crop year the datum quantity of each exporting country with respect to all importing countries and the datum quantity of each importing country with respect to all exporting countries and to each such country, except that in calculating datum quantities exports by or imports from the European Economic Community shall be disregarded.

(3) The datum quantities established in accordance with the preceding paragraph shall be re-established whenever a change in the membership of this Convention occurs, regard being had where appropriate to any conditions of accession prescribed by the Council under Article 38.

ARTICLE 16

Recording and reporting

- (1) The Council shall keep separate records for each crop year
(a) for the purposes of the operation of this Convention
and in particular of Articles 4 and 5, of all

commercial purchases by member countries from other member and non-member countries and of all imports by member countries from other member and non-member countries on terms which render them special transactions, and

- (b) of all commercial sales by member countries to non-member countries and of all exports by member countries to non-member countries on terms which render them special transactions.

(2) The records referred to in the preceding paragraph shall be kept so that

- (a) records of special transactions are separate from records of commercial transactions and
(b) at all times during a crop year a statement of the balance of commitment of each exporting country with respect to all importing countries and of the balance of entitlement of each importing country with respect to all exporting countries and to each such country is maintained. Statements of such balances shall, at intervals prescribed by the Council, be circulated to all exporting and importing countries.

(3) In order to facilitate the operation of the Prices Review Committee under Article 31 the Council shall keep records of international market prices for wheat and wheat flour and of transportation costs.

(4) In the case of any wheat which reaches the country of final destination after re-sale in, passage through, or transshipment

from the ports of, a country other than that in which the wheat originated, member countries shall to the maximum extent possible make available such information as will enable the purchase or transaction to be entered in the records referred to in paragraph (1) and (2) of this Article as a purchase or transaction between the country of origin and the country of final destination. In the case of a re-sale, the provision of this paragraph shall only apply if the wheat originated in the country of origin during the same crop year.

(5) For the purposes of paragraph (2) of this Article and of paragraph (2) of Article 4, commercial purchases by a member country from another member country entered in the Council's records shall also be entered as against the obligations of each of the two member countries under Articles 4 and 5 respectively, or those obligations as adjusted under other Articles of this Convention, provided that the loading period falls within the crop year and, in relation to obligations under Article 5, that the purchases are by an importing country from an exporting country at prices not in excess of the maximum price. Commercial purchases of wheat flour entered in the Council's records shall also be entered as against the obligations of member countries under the same conditions.

(6) Where a customs union, or a special association status with a customs union, exists between any member country and one or more other countries which permits or obliges wheat to be purchased at prices above the maximum price, any such purchases shall not be

regarded as a breach of Article 4 or 5, and shall be entered against the obligations, if any, of the member country or countries concerned. No maximum price declaration shall be made in respect of such purchases from an exporting country, nor shall they in any way affect the obligations of the exporting country concerned to other importing countries under Article 4.

(7) In the case of durum wheat and certified seed wheat, a purchase entered in the Council's records shall also be entered as against the obligations of member countries under the same conditions whether or not the price is above the maximum price.

(8) Provided that the conditions prescribed in paragraph (5) of this Article are satisfied, the Council may authorize purchases to be recorded for a crop year if

(a) the loading period involved is within a reasonable time up to one month, to be decided by the Council before the beginning or after the end of that crop year, and

(b) the two member countries concerned so agree.

(9) For the purpose of this Article

(a) member countries shall send to the Executive Secretary such information concerning the quantities of wheat involved in commercial sales and purchases and special transactions as within its competence the Council may require, including,

(i) in relation to special transactions, such detail of the transactions as will enable them to be classified in accordance with Article 3;

- (ii) in respect of wheat, such information as may be available as to the type, class, grade and quality, and the quantities relating thereto;
 - (iii) in respect of flour, such information as may be available to identify the quality of the flour and the quantities relating to each separate quality;
 - (b) member countries when exporting on a regular basis, and such other member countries as the Council shall decide, shall send to the Executive Secretary such information relating to prices of commercial and, where available, special transactions in such descriptions, classes, types, grades and qualities of wheat and wheat flour as the Council may require.
 - (c) the Council shall obtain regular information on currently prevailing transportation costs and member countries shall to the extent practicable report such supplementary information as the Council may require.
- (10) The Council shall make rules of procedure for the reports and records referred to in this Article. Those rules shall prescribe the frequency and the manner in which those reports shall be made and shall prescribe the duties of member countries with regard thereto. The Council shall also make provision for the amendment of any records or statements kept by it, including provision for the settlement of any dispute arising in connexion therewith.

If any member country repeatedly and unreasonably fails to make reports as required by this Article, the Executive Committee shall arrange consultations with that country to remedy the situation.

ARTICLE 17

Estimates of requirements and availability of wheat

- (1) By 1 October in the case of Northern Hemisphere countries and 1 February in the case of Southern Hemisphere countries, each importing country shall notify the Council of its estimate of its commercial requirements of wheat from exporting countries in that crop year. Any importing country may thereafter notify the Council of any changes it may desire to make in its estimate.
- (2) By 1 October in the case of Northern Hemisphere countries and 1 February in the case of Southern Hemisphere countries, each exporting country shall notify the Council of its estimate of the wheat it will have available for export in that crop year. Any exporting country may thereafter notify the Council of any changes it may desire to make in its estimate.
- (3) All estimates notified to the Council shall be used for the purpose of the administration of this Convention and may only be made available to exporting and importing countries on such conditions as the Council may prescribe. Estimates submitted in accordance with this Article shall in no way be binding.
- (4) Exporting and importing countries shall be free to fulfill their obligations under this Convention through private trade channels or otherwise. Nothing in this Convention shall be

construed to exempt any private trader from any laws or regulations to which he is otherwise subject.

(5) The Council may, at its discretion, require exporting and importing countries to co-operate together to ensure that an amount of wheat equal to not less than ten per cent of the datum quantities of exporting countries for any crop year shall be available for purchase by importing countries under this Convention after 31 January of that crop year.

ARTICLE 18

Consultations

(1) In order to assist an exporting country in assessing the extent of its commitments if a maximum price declaration should be made and without prejudice to the rights enjoyed by any importing country, an exporting country may consult with an importing country regarding the extent to which the rights of that importing country under Articles 4 and 5 will be taken up in any crop year.

(2) Any exporting or importing country experiencing difficulty in making sales or purchases of wheat under Article 4 may refer the matter to the Council. In such a case the Council, with a view to the satisfactory settlement of the matter, shall consult with any exporting or importing country concerned and may make such recommendations as it considers appropriate.

(3) If an importing country should find difficulty in obtaining its balance of entitlement in a crop year at prices not greater

than the maximum price while a maximum price declaration is in effect, it may refer the matter to the Council. In such a case the Council shall investigate the situation and shall consult with exporting countries regarding the manner in which their obligations shall be carried out.

ARTICLE 19

Performance under Articles 4 and 5

(1) The Council shall as soon as practicable after the end of each crop year review the performance of exporting and importing countries in relation to their obligations under Articles 4 and 5 during that crop year.

(2) For the purpose of this review each member country may be permitted in the fulfilment of its obligations a degree of tolerance to be prescribed by the Council for that country on the basis of the extent of those obligations and other relevant factors.

(3) In considering the performance of any importing country in relation to its obligations in the crop year:

(a) the Council shall disregard any exceptional importation of wheat from non-member countries provided that it can be shown to the satisfaction of the Council that such wheat has been or will be used only as feed and that such importation was not at the expense of quantities normally purchased by that importing country from member countries;

- (b) the Council shall disregard any importation of denatured wheat from non-member countries.

ARTICLE 20

Defaults under Article 4 or 5

(1) If, on the basis of the review made under Article 19, any country appears to be in default of its obligations under Article 4 or 5, the Council shall decide what action should be taken.

(2) Before reaching a decision under this Article, the Council shall give any exporting or importing country concerned the opportunity to present any facts which it considers relevant.

(3) If the Council finds that an exporting country or an importing country is in default under Article 4 or 5, it may deprive the country concerned of its voting rights for such period as the Council may determine, reduce the other rights of that country to the extent which it considers commensurate with the default, or expel that country from participation in this Convention.

(4) No action taken by the Council under this Article shall in any way reduce the obligation of the country concerned in respect of its financial contributions to the Council unless that country is expelled from participation in this Convention.

ARTICLE 21

Action in cases of serious prejudice

- (1) Any exporting or importing country which considers that its interests as a party to this Convention have been seriously prejudiced by actions of any one or more exporting or importing countries affecting the operation of this Convention may bring the matter before the Council. In such a case, the Council shall immediately consult with the countries concerned in order to resolve the matter.
- (2) If the matter is not resolved through such consultations, the Council may refer the matter to the Executive Committee or the Prices Review Committee for urgent investigation and report. On receipt of any such report, the Council shall consider the matter further and may make recommendations to the countries concerned.
- (3) If, after action has or has not been taken, as the case may be, under paragraph (2) of this Article, the country concerned is not satisfied that the matter has been satisfactorily dealt with, it may apply to the Council for relief. The Council may, if it deems appropriate, relieve that country of part of its obligations for the crop year in question. Two-thirds of the votes cast by the exporting countries and two-thirds of the votes cast by the importing countries shall be required for a decision granting relief.
- (4) If no relief is granted by the Council under paragraph (3) of this Article and the country concerned still considers that its interests as a party to this Convention have suffered serious

prejudice, it may withdraw from this Convention at the end of the crop year by giving written notice to the Government of the United States of America. If the matter was brought before the Council in one crop year and the Council's consideration of the application for relief was concluded in the subsequent crop year the withdrawal of the country concerned may be effected within thirty days of such conclusion by giving similar notice.

ARTICLE 22

Disputes and complaints

(1) Any dispute concerning the interpretation or application of this Convention other than a dispute under Articles 19 and 20 which is not settled by negotiation shall, at the request of any country party to the dispute, be referred to the Council for decision.

(2) In any case where a dispute has been referred to the Council under paragraph (1) of this Article, a majority of countries, or any countries holding not less than one-third of the total votes, may require the Council, after full discussion, to seek the opinion of the advisory panel referred to in paragraph (3) on the issues in dispute before giving its decision.

(3) (a) Unless the Council unanimously agrees otherwise, the panel shall consist of:

(i) two persons, one having wide experience in matters of the kind in dispute and the other having legal standing and experience, nominated by the exporting countries;

- (ii) two such persons nominated by the importing countries; and
 - (iii) a chairman selected unanimously by the four persons nominated under (i) and (ii) or, if they fail to agree, by the Chairman of the Council.
- (b) Persons from countries whose Governments are parties to this Convention shall be eligible to serve on the advisory panel. Persons appointed to the advisory panel shall act in their personal capacities and without instructions from any Government.
- (c) The expenses of the advisory panel shall be paid by the Council.
- (4) The opinion of the advisory panel and the reasons therefore shall be submitted to the Council which, after considering all the relevant information, shall decide the dispute.
- (5) Any complaint that any exporting or importing country has failed to fulfill its obligations under this Convention shall, at the request of the country making the complaint, be referred to the Council, which shall make a decision on the matter.
- (6) Any finding that an exporting or importing country is in breach of this Convention shall specify the nature of the breach and if the breach involves default by that country in its obligations under Article 4 or 5, the extent of such default.
- (7) Subject to the provisions of Article 20, if the Council finds that an exporting country or an importing country has committed a

breach of this Convention it may deprive the country concerned of its voting rights until it fulfills its obligations or expel that country from participation in this Convention.

ARTICLE 23

Annual review of the world grains situation

- (1) (a) In the furtherance of the objectives of this Convention as set forth in Article 1, the Council shall annually review the world grains situation and shall inform member countries of the effects upon the international trade in grains of the facts which emerge from the review, in order that these effects be kept in mind by these countries in determining and administering their internal agricultural and price policies.
- (b) The review shall be carried out in the light of information obtainable in relation to national production, stocks, consumption, prices and trade, including both commercial and special transactions, of grains.
- (c) Each member country may submit to the Council information which is relevant to the annual review of the world grains situation and is not already available to the Council either directly or through the Food and Agriculture Organization of the United Nations.
- (2) In carrying out the annual review, the Council shall consider the means through which the consumption of grains may be increased,

and may undertake, in co-operation with member countries, studies of such matters as:

- (a) factors affecting the consumption of grains in various countries; and
 - (b) means of achieving increased consumption, particularly in countries where the possibility of increased consumption is found to exist.
- (3) For the purposes of this Article, the Council shall pay due regard to work done by the Food and Agriculture Organization of the United Nations and other intergovernmental organizations, in order in particular to avoid duplication of work, and may, without prejudice to the generality of paragraph (1) of Article 35, make such arrangements regarding co-operation in any of its activities as it considers desirable with such intergovernmental organizations and also with any Governments of Members of the United Nations or the specialized agencies not parties to this Convention which have a substantial interest in the international trade in grains.
- (4) Nothing in this Article shall prejudice the complete liberty of action of any member country in the determination and administration of its internal agricultural and price policies.

ARTICLE 24

Guidelines relating to concessional transactions

- (1) Member countries undertake to conduct any concessional transactions in grains in such a way as to avoid harmful interference with normal patterns of production and international commercial trade.

(2) To this end member countries shall undertake appropriate measures to ensure that concessional transactions are additional to commercial sales which could reasonably be anticipated in the absence of such transactions. Such measures shall be consistent with the Principles of Surplus Disposal and Guiding Lines recommended by the Food and Agriculture Organization of the United Nations and may provide that a specified level of commercial imports of wheat, agreed with the recipient country, be maintained on a global basis by that country. In establishing or adjusting this level full regard shall be had to the commercial import levels in a representative period and to the economic circumstances of the recipient country, including in particular, its balance of payments situation.

(3) Member countries when engaging in concessional export transactions shall consult with exporting member countries whose commercial sales might be affected by such transactions, to the maximum possible extent before such arrangements are concluded with recipient countries.

(4) The Executive Committee shall furnish an annual report to the Council on developments in concessional transactions in wheat.

PART III - ADMINISTRATION

ARTICLE 25

Constitution of the Council

(1) The International Wheat Council, established by the International Wheat Agreement 1949, shall continue in being for the

purpose of administering this Convention, with the membership, powers and functions provided in this Convention.

(2) Each member country shall be a voting member of the Council and may be represented at its meeting by one delegate, alternates, and advisers.

(3) Such intergovernmental organizations as the Council may decide to invite to any of its meetings may each have one non-voting representative in attendance at those meetings.

(4) The Council shall elect a Chairman and Vice-Chairman who shall hold office for one crop year. The Chairman shall have no vote and the Vice-Chairman shall have no vote while acting as Chairman.

ARTICLE 26

Powers and functions of the Council

(1) The Council shall establish its rules of procedure.

(2) The Council shall keep such records as are required by the terms of this Convention and may keep such other records as it considers desirable.

(3) The Council shall publish an annual report and may also publish any other information (including, in particular, its annual review or any part or summary thereof) concerning matters within the scope of this Convention.

(4) In addition to the powers and functions specified in this Convention the Council shall have such other powers and perform such other functions as are necessary to carry out the terms of this Convention.

(5) The Council may, by two-thirds of the votes cast by the exporting countries and two-thirds of the votes cast by the importing countries, delegate the exercise of any of its powers or functions. The Council may at any time revoke such delegation by a majority of the votes cast. Subject to the provisions of Article 9, any decision made under any powers or functions delegated by the Council in accordance with this paragraph shall be subject to review by the Council at the request of any exporting or importing country made within a period which the Council shall prescribe. Any decision, in respect of which no request for review has been made within the prescribed period, shall be binding on all member countries.

(6) In order to enable the Council to discharge its functions under this Convention, member countries undertake to make available and supply such statistics and information as are necessary for this purpose.

ARTICLE 27

Votes

- (1) The exporting countries shall together hold 1000 votes and the importing countries shall together hold 1000 votes.
- (2) At the beginning of the first session of the Council held under this Convention, the exporting countries which have by that date deposited instruments of ratification, acceptance, approval or accession or declarations of provisional application shall divide the votes of the exporting countries among them as they

shall decide and the importing countries fulfilling the same condition shall similarly divide their votes.

(3) Any exporting country may authorize any other exporting country, and any importing country may authorize any other importing country, to represent its interests and to exercise its votes at any meeting or meetings of the Council. Satisfactory evidence of such authorization shall be submitted to the Council.

(4) If at any meeting of the Council an importing country or an exporting country is not represented by an accredited delegate and has not authorized another country to exercise its votes in accordance with paragraph (3) of this Article, and if at the date of any meeting any country has forfeited, has been deprived of, or has recovered its votes under any provisions of this Convention, the total votes to be exercised by the exporting countries shall be adjusted to a figure equal to the total of votes to be exercised at that meeting by the importing countries and redistributed among exporting countries in proportion to their votes.

(5) Whenever any country becomes or ceases to be a party to this Convention subsequent to the date of the Council session referred to in paragraph (2) of this Article, the Council shall redistribute the votes of the other exporting or importing countries, as the case may be, proportionally to the number of votes held by each such country or, with respect to exporting countries, as otherwise agreed.

(6) No member country shall have less than one vote and there shall be no fractional votes.

ARTICLE 28Seat, sessions and quorum

- (1) The seat of the Council shall be London unless the Council decides otherwise.
- (2) The Council shall meet at least once during each half of each crop year and at such other times as the Chairman may decide, or as otherwise required by this Convention.
- (3) The Chairman shall convene a Session of the Council if so requested by (a) five countries or (b) one or more countries holding a total of not less than ten per cent of the total votes or (c) the Executive Committee.
- (4) The presence of delegates with a majority of the votes held by the exporting countries and a majority of the votes held by the importing countries prior to any adjustment of votes under Article 27 shall be necessary to constitute a quorum at any meeting of the Council.

ARTICLE 29Decisions

- (1) Except where otherwise specified in this Convention, decisions of the Council shall be by a majority of the votes cast by the exporting countries and a majority of the votes cast by the importing countries, counted separately.
- (2) Each member country undertakes to accept as binding all decisions of the Council under the provisions of this Convention.

ARTICLE 30

Executive Committee

(1) The Council shall establish an Executive Committee. The members of the Executive Committee shall be not more than four exporting countries elected annually by the exporting countries and not more than eight importing countries elected annually by the importing countries. The Council shall appoint the Chairman of the Executive Committee and may appoint a Vice-Chairman.

(2) The Executive Committee shall be responsible to and work under the general direction of the Council. It shall have such powers and functions as are expressly assigned to it under this Convention and such other powers and functions as the Council may delegate to it under paragraph (5) of Article 26.

(3) The exporting countries on the Executive Committee shall have the same total number of votes as the importing countries. The votes of the exporting countries on the Executive Committee shall be divided among them as they shall decide, provided that no such exporting country shall have more than forty per cent of the total votes of those exporting countries. The votes of the importing countries on the Executive Committee shall be divided among them as they shall decide, provided that no such importing country shall have more than forty per cent of the total votes of those importing countries.

(4) The Council shall prescribe rules of procedure regarding voting in the Executive Committee and may make such other provision regarding rules of procedure in the Executive Committee

as it thinks fit. A decision of the Executive Committee shall require the same majority of votes as this Convention prescribes for the Council when making a decision on a similar matter.

(5) Any exporting or importing country which is not a member of the Executive Committee may participate, without voting, in the discussion of any question before the Executive Committee whenever the latter considers that the interests of that country are affected.

ARTICLE 31

Prices Review Committee

(1) The Council shall establish a Prices Review Committee consisting of a maximum of 13 members. The members of the Committee shall include the European Economic Community and at least five other importing countries and five other exporting countries chosen annually by the importing and exporting countries respectively. Any additional importing and exporting countries shall be similarly chosen. The Council shall appoint the Chairman of the Committee and may appoint a Vice-Chairman.

(2) Any member country which is not a member of the Committee may participate in the discussion of any question before the Committee whenever the latter considers that the interests of that country are directly affected.

(3) The Prices Review Committee shall have such powers and functions as are expressly assigned to it under this Convention and such other powers and functions as the Council may delegate to it under paragraph (5) of Article 26.

(4) The Committee shall reach its conclusions by agreement.

Agreement on a matter under discussion by the Committee shall be understood to have been reached if the conclusion is not disputed by any member of the Committee having a direct interest in the matter. A conclusion shall be regarded as disputed if the country challenging the conclusion declares its intention to refer the matter to the Council.

(5) The Committee's conclusions shall be communicated to all member countries.

(6) If the Committee fails to reach agreement, a meeting of the Council shall be convened. All decisions of the Council on issues arising out of the Prices Review Committee shall be by a two-thirds majority of the votes cast by the exporting countries and a two-thirds majority of the votes cast by the importing countries, counted separately.

(7) The Prices Review Committee shall establish a Sub-Committee on Prices, which shall consist of representatives of not more than four exporting countries and not more than four importing countries. Member countries shall have particular regard to the technical qualifications of representatives nominated by them. The Chairman of the Sub-Committee shall be appointed by the Council.

(8) The Sub-Committee on Prices shall assist the Secretariat in keeping market prices for wheat under continuous review and in computing minimum and maximum prices as provided for under this Convention. The Sub-Committee shall give technical advice to the

Prices Review Committee and the Council in accordance with the relevant Articles of this Convention, and on such other matters as that Committee or the Council may refer to it. The Sub-Committee shall in particular immediately inform the Executive Secretary whenever in its opinion an exporting country is making any wheat available for purchase by importing countries at a price near the maximum price. The Sub-Committee shall, in the exercise of its functions under this paragraph, take into account any representations made by any member country.

ARTICLE 32

The Secretariat

- (1) The Council shall have a Secretariat consisting of an Executive Secretary, who shall be its chief administrative officer, and such staff as may be required for the work of the Council and its Committees.
- (2) The Council shall appoint the Executive Secretary who shall be responsible for the performance of the duties devolving upon the Secretariat in the administration of this Convention and for the performance of such other duties as are assigned to him by the Council and its Committees.
- (3) The staff shall be appointed by the Executive Secretary in accordance with regulations established by the Council.
- (4) It shall be a condition of employment of the Executive Secretary and of the staff that they do not hold or shall cease to hold financial interest in the trade in wheat and that they

shall not seek or receive instructions regarding their duties under this Convention from any Government or from any other authority external to the Council..

ARTICLE 33

Privileges and Immunities

(1) The Council shall have in the territory of each member country, to the extent consistent with its laws, such legal capacity as may be necessary for the exercise of its functions under this Convention.

(2) The Government of the territory in which the seat of the Council is situated (hereinafter referred to as "the host Government") shall conclude with the Council an international agreement relating to the status, privileges and immunities of the Council, its Executive Secretary and its staff and of representatives of member countries at meetings convened by the Council.

(3) The agreement envisaged in paragraph (2) of this Article shall be independent of the present Convention. It shall however terminate:

- (a) by agreement between the host Government and the Council, or
- (b) in the event of the seat of the Council being moved from the territory of the host Government, or
- (c) in the event of the Council ceasing to exist.

(4) Pending the entry into force of the agreement envisaged in paragraph (2) of this Article, the host Government shall grant

exemption from taxation on the assets, income and other property of the Council and on remuneration paid by the Council to its employees other than nationals of the member country in whose territory the seat of the Council is situated.

ARTICLE 34

Finance

- (1) The expenses of delegations to the Council and of representatives on its Committees and Sub-Committees shall be met by their respective Governments. The other expenses necessary for the administration of this Convention shall be met by annual contributions from the exporting and importing countries. The contribution of each such country for each crop year shall be in the proportion which the number of its votes bears to the total of the votes of the exporting and importing countries at the beginning of that crop year.
- (2) At its first Session after this Convention comes into force, the Council shall approve its budget for the period ending 30 June 1969 and assess the contribution to be paid by each exporting and importing country.
- (3) The Council shall, at a Session during the second half of each crop year, approve its budget for the following crop year and assess the contribution to be paid by each exporting and importing country for that crop year.
- (4) The initial contribution of any exporting or importing country acceding to this Convention under paragraph (2) of Article 38 shall be assessed by the Council on the basis of the

votes to be distributed to it and the period remaining in the current crop year, but the assessments made upon other exporting and importing countries for the current crop year shall not be altered.

(5) Contributions shall be payable immediately upon assessment.

Any exporting or importing country failing to pay its contribution within one year of its assessment shall forfeit its voting rights until its contribution is paid, but shall not be relieved of its obligations under this Convention, nor shall it be deprived of any of its rights under this Convention unless the Council so decides.

(6) The Council shall, each crop year, publish an audited statement of its receipts and expenditures in the previous crop year.

(7) The Council shall, prior to its dissolution, provide for the settlement of its liabilities and the disposal of its records and assets.

ARTICLE 35

Co-operation with other intergovernmental organizations

(1) The Council may make whatever arrangements are desirable for consultation and co-operation with the appropriate organs of the United Nations and its specialized agencies and with other intergovernmental organizations.

(2) If the Council finds that any terms of this Convention are materially inconsistent with such requirements as may be laid down by the United Nations or through its appropriate organs

and specialized agencies regarding intergovernmental commodity agreements, the inconsistency shall be deemed to be a circumstance affecting adversely the operation of this Convention and the procedure prescribed in paragraphs (3), (4) and (5) of Article 41 shall be applied.

PART IV - FINAL PROVISIONS

ARTICLE 36

Signature

This Convention shall be open for signature in Washington from 15 October 1967 until and including 30 November 1967

- (a) by the Governments of Argentina, Australia, Canada, Denmark, Finland, Japan, Norway, Sweden, Switzerland, the United Kingdom, the United States and by the European Economic Community and its Member States provided they sign both this Convention and the Food Aid Convention, and
- (b) by other Governments listed in Annexes A and B if they so wish.

ARTICLE 37

Ratification, acceptance or approval

This Convention shall be subject to ratification, acceptance or approval by each signatory in accordance with its respective constitutional or institutional procedures, provided that any Government required to sign the Food Aid Convention as a condition

to signature of this Convention also ratifies, accepts or approves the Food Aid Convention. Instruments of ratification, acceptance or approval shall be deposited with the Government of the United States of America not later than 17 June 1968 except that the Council may grant one or more extensions of time to any signatory that has not deposited its instrument of ratification, acceptance or approval by that date.

ARTICLE 38

Accession

(1) This Convention shall be open for accession

(a) by the European Economic Community and its Member States or by any other Government listed in Article 36 (a) provided the Government also accedes to the Food Aid Convention, and

(b) by other Governments listed in Annexes A and B.

Instruments of accession under this paragraph shall be deposited not later than 17 June 1968 except that the Council may grant one or more extensions of time to any Government that has not deposited its instrument of accession by that date.

(2) The Council may by two-thirds of the votes cast by exporting countries and by two-thirds of the votes cast by importing countries approve accession to this Convention by the Government of any Member of the United Nations or its specialized agencies on such conditions as the Council considers appropriate.

(3) If any Government not listed in Annex A or B wishes to apply for accession to this Convention prior to its entry into force,

and the Council chooses to receive and act on such application in accordance with the provisions of this Article, the approval and conditions established by the Council shall be as valid under this Convention as if that action had been taken by the Council under this Convention after its entry into force.

(4) Accession shall be effected by deposit of an instrument of accession with the Government of the United States of America.

(5) Where, for the purposes of the operation of this Convention, reference is made to countries listed in Annexes A or B, any country the Government of which has acceded to this Convention on conditions prescribed by the Council in accordance with this Article, shall be deemed to be listed in the appropriate Annex.

ARTICLE 39

Provisional Application

The European Economic Community and its Member States and any other Government listed in Article 36(a) may deposit with the Government of the United States of America a declaration of provisional application of this Convention provided it also deposits a declaration of provisional application of the Food Aid Convention. Any other Government eligible to sign this Convention or whose application for accession is approved by the Council may also deposit with the Government of the United States of America a declaration of provisional application. Any Government depositing such a declaration shall provisionally apply this Convention and be provisionally regarded as a party thereto:

provided that any Government listed in Article 36(a) shall only be regarded as a provisional party to this Convention as long as it provisionally applies the Food Aid Convention.

ARTICLE 40

Entry into force

- (1) This Convention shall enter into force among those Governments that have deposited instruments of ratification, acceptance, approval or accession as follows:
- (a) on 18 June 1968 with respect to all provisions other than Articles 4 to 10 and
 - (b) on 1 July 1968 with respect to Articles 4 to 10 provided that the European Economic Community and its Member States and all other Governments listed in Article 36(a) have deposited such instruments or a declaration of provisional application by 17 June 1968 and that the Food Aid Convention will enter into force on 1 July 1968.
- (2) This Convention shall enter into force for any Government that deposits an instrument of ratification, acceptance, approval or accession after 17 June 1968 on the date of such deposit except that no part of it shall enter into force for such a Government until that part enters into force for other Governments under paragraph (1) or (3) of this Article.
- (3) If this Convention does not enter into force in accordance with paragraph (1) of this Article the Governments which have deposited instruments of ratification, acceptance, approval or

accession or declarations of provisional application may decide by mutual consent that it shall enter into force among those Governments that have deposited instruments of ratification, acceptance, approval or accession, provided the Food Aid Convention enters into force on the first date that all the provisions of this Convention are in force, or they may take whatever other action they consider the situation requires.

(4) The Council may before this Convention enters into force establish for any country, in agreement with that country, the percentage referred to in paragraph (2) of Article 4 in accordance with that paragraph, and shall at its first session after any part of this Convention comes into force so establish the percentage for any member country for which a percentage has not been established.

ARTICLE 41

Duration, amendment and withdrawal

(1) This Convention shall remain in force until and including 30 June 1971.

(2) The Council shall, at such time as it considers appropriate, communicate to the member countries its recommendations regarding renewal or replacement of this Convention. The Council may invite any Government of a Member of the United Nations or the specialized agencies not party to this Convention which has a substantial interest in the international trade in wheat to participate in any of its discussions under this paragraph.

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(3) The Council may recommend an amendment of this Convention to the member countries.

(4) The Council may fix a time within which each member country shall notify the Government of the United States of America whether or not it accepts the amendment. The amendment shall become effective upon its acceptance by exporting countries which hold two-thirds of the votes of the exporting countries and by importing countries which hold two-thirds of the votes of the importing countries.

(5) Any member country which has not notified the Government of the United States of America of its acceptance of an amendment by the date on which such amendment becomes effective may, after giving such written notice of withdrawal to the Government of the United States of America as the Council may require in each case, withdraw from this Convention at the end of the current crop year, but shall not thereby be released from any obligations under this Convention which have not been discharged by the end of that crop year. Any such withdrawing country shall not be bound by the provisions of the amendment occasioning its withdrawal.

(6) Any member country which considers its interests to be seriously prejudiced by the non-participation in this Convention of any Government listed in Article 36(a) may withdraw from this Convention by giving written notice of withdrawal to the Government of the United States of America before 1 July 1968. If an extension of time has been granted by the Council under

Article 37 or 38, notice of withdrawal in accordance with this paragraph may be given before the expiry of 14 days after the extension granted.

(7) Any member country which considers its national security to be endangered by the outbreak of hostilities may withdraw from this Convention by giving thirty days' written notice of withdrawal to the Government of the United States of America or may apply in the first instance to the Council for the suspension of any or all of its obligations under this Convention.

(8) Any exporting country which considers its interests to be seriously prejudiced by the withdrawal from this Convention of any importing country holding not less than 50 votes or any importing country which considers its interests to be seriously prejudiced by the withdrawal from this Convention of any exporting country holding not less than 50 votes may withdraw from this Convention by giving written notice of withdrawal to the Government of the United States of America before the expiry of 14 days from the withdrawal of the country which is considered to cause such serious prejudice.

ARTICLE 42

Territorial Application

(1) Any Government may, at the time of signature or ratification, acceptance, approval, provisional application of or accession to this Convention, declare that its rights and obligations under this

Convention shall not apply in respect of all or any of the non-metropolitan territories for the international relations of which it is responsible.

(2) With the exception of territories in respect of which a declaration has been made in accordance with paragraph (1) of this Article, the rights and obligations of any Government under this Convention shall apply in respect of all non-metropolitan territories for the international relations of which that Government is responsible.

(3) Any Government may, at any time after its ratification, acceptance, approval, provisional application of or accession to this Convention, by notification to the Government of the United States of America, declare that its rights and obligations under this Convention shall apply in respect of all or any of the non-metropolitan territories regarding which it has made a declaration in accordance with paragraph (1) of this Article.

(4) Any Government may, by giving notification of withdrawal to the Government of the United States of America, withdraw from this Convention separately in respect of all or any of the non-metropolitan territories for whose international relations it is responsible.

(5) For the purposes of the establishment of datum quantities under Article 15 and the redistribution of votes under Article 27, any change in the application of this Convention in accordance with this Article shall be regarded as a change in participation in this Convention in such manner as may be appropriate to the circumstances.

ARTICLE 43

Notification by depositary authority

The Government of the United States of America as the depositary authority will notify all signatory and acceding Governments of each signature, ratification, acceptance, approval, provisional application of, and accession to, this Convention, as well as each notification and notice received under Article 41, and each declaration and notification received under Article 42.

ARTICLE 44

Relationship of Preamble to Convention

This Convention includes the Preamble to the International Grains Arrangement 1967.

IN WITNESS WHEREOF the undersigned, having been duly authorized to this effect by their respective Governments, have signed this Convention on the dates appearing opposite their signature.

The texts of this Convention in the English, French, Russian and Spanish languages shall all be equally authentic. The originals shall be deposited in the archives of the Government of the United States of America, which shall transmit certified copies thereof to each signatory and acceding Government.

ANNEX A

Argentina
Australia
Canada
European Economic Community
Greece
Mexico
Spain
Sweden
Union of Soviet Socialist Republics
United States of America

ANNEX B

Afghanistan
Algeria
Austria
Barbados
Bolivia
Brazil
Bulgaria
Ceylon
Chile
Colombia
Costa Rica
Cuba
Czechoslovakia
Denmark
Dominican Republic
Ecuador
El Salvador
European Economic Community
Finland
Ghana
Guatemala
Haiti
Iceland
India
Indonesia
Iran
Ireland
Israel
Japan
Kingdom of the Netherlands
(with respect to the interests of Netherlands
Antilles and Surinam)
Korea, Republic of
Lebanon
Libya
Malaysia
New Zealand
Nigeria
Norway
Pakistan
Panama
Peru
Philippines
Poland
Portugal
Romania
San Marino, Republic of

Saudi Arabia
Sierra Leone
South Africa
Southern Rhodesia
Switzerland
Syrian Arab Republic
Trinidad & Tobago
Tunisia
Turkey
United Arab Republic
United Kingdom
Uruguay
Vatican City
Venezuela
Viet-nam, Republic of
Western Samoa
Yugoslavia

ARRANGEMENT INTERNATIONAL SUR LES CEREALES DE 1967

PREAMBULE

Les signataires au présent Arrangement,

Considérant que l'Accord international sur le blé de 1949 a été révisé, renouvelé ou reconduit en 1953, 1956, 1959, 1962, 1965, 1966 et 1967,

Considérant que les dispositions économiques substantielles de l'Accord international sur le blé de 1962 ont expiré le 31 juillet 1967, que les dispositions administratives de ce même Accord expirent le 31 juillet 1968 ou à une date antérieure qui serait décidée par le Conseil international du blé et qu'il est souhaitable de conclure un arrangement pour une nouvelle période,

Considérant que les Gouvernements de l'Argentine, de l'Australie, du Canada, du Danemark, des Etats-Unis d'Amérique, de la Finlande, du Japon, de la Norvège, du Royaume-Uni, de la Suède et de la Suisse ainsi que la Communauté économique européenne et ses Etats membres sont convenus le 30 juin 1967 de négocier sur une base aussi large que possible un arrangement sur les céréales qui contiendra des dispositions relatives au commerce du blé et à l'aide alimentaire, d'oeuvrer avec diligence pour une conclusion rapide de la négociation et, dès l'achèvement de la négociation, de s'efforcer d'obtenir l'acceptation de l'arrangement aussitôt que possible conformément à leurs procédures constitutionnelles et institutionnelles,

Considérant que ces Gouvernements ainsi que la Communauté économique européenne et ses Etats membres, conformément à ces engagements antérieurs réciproques, signeront la Convention relative au commerce

du blé et la Convention relative à l'aide alimentaire et que les autres gouvernements devront avoir la possibilité d'adhérer soit à l'une des conventions, soit aux deux conventions,

Sont convenus que le présent Arrangement international sur les céréales de 1967 comprendra deux instruments juridiques, d'une part une Convention relative au commerce du blé, d'autre part une Convention relative à l'aide alimentaire, et que chacune de ces deux conventions, ou l'une des deux suivant qu'il conviendra, sera soumise, conformément à leurs procédures constitutionnelles ou institutionnelles, à la signature et à la ratification, l'acceptation ou l'approbation des gouvernements intéressés, ainsi que de la Communauté économique européenne et de ses Etats membres.

CONVENTION RELATIVE AU COMMERCE DU BLEPREMIERE PARTIE - GENERALITESARTICLE 1Objet

La présente Convention a pour objet :

- a) D'assurer des approvisionnements de blé et de farine de blé aux pays importateurs et des débouchés au blé et à la farine de blé des pays exportateurs à des prix équitables et stables;
- b) De favoriser le développement du commerce international du blé et de la farine de blé, d'assurer que ce commerce s'effectue le plus librement possible dans l'intérêt tant des pays exportateurs que des pays importateurs et de contribuer ainsi au développement des pays dont l'économie dépend de la vente commerciale du blé;
- c) De favoriser d'une manière générale la coopération internationale en ce qui concerne les problèmes que pose le blé dans le monde, eu égard aux relations qui existent entre le commerce du blé et la stabilité économique des marchés d'autres produits agricoles.

ARTICLE 2Définitions

- 1) Aux fins de la présente Convention :

- a) "Solde des obligations" désigne la quantité de blé qu'un pays exportateur est obligé, conformément à l'article 5, de rendre disponible aux fins d'achat à un prix ne dépassant pas le prix maximum, c'est-à-dire l'excédent de sa quantité de base vis-à-vis des pays importateurs sur les achats commerciaux effectués chez lui par ces pays dans l'année agricole à la date considérée;

- b) "Solde des droits" désigne la quantité de blé qu'un pays importateur a le droit, conformément à l'article 5, d'acheter à un prix ne dépassant pas le prix maximum, c'est-à-dire l'excédent de sa quantité de base vis-à-vis du ou des pays exportateurs intéressés, selon le contexte, sur les achats commerciaux effectués dans ces pays au cours de l'année agricole à la date considérée;
- c) "Boisseau" désigne, dans le cas du blé, 60 livres avoirdupois soit 27,2155 kilogrammes;
- d) "Frais de détention" désigne les frais de magasinage, d'intérêt et d'assurance afférents à la détention du blé;
- e) "Blé de semence certifié" désigne le blé qui a été officiellement certifié selon la pratique en vigueur dans le pays d'origine et qui est conforme aux normes de spécification reconnues concernant le blé de semence dans ce pays;
- f) "c. et f." signifie coût et fret;
- g) "Conseil" désigne le Conseil international du blé constitué par l'Accord international sur le blé de 1949 et maintenu en existence par l'article 25;
- h) "Pays" comprend la Communauté économique européenne;
- i) "Année agricole" désigne la période du 1er juillet au 30 juin;
- j) "Quantité de base" désigne :
 - i) dans le cas d'un pays exportateur, la moyenne des achats commerciaux annuels effectués dans ce pays par les pays importateurs en vertu des dispositions de l'article 15,
 - ii) dans le cas d'un pays importateur, la moyenne des achats commerciaux annuels effectués dans les pays exportateurs ou dans un pays exportateur donné, selon le contexte, en vertu des dispositions de l'article 15;

- et comprend, là où c'est applicable, tout ajustement effectué en vertu du paragraphe 1 de l'article 15;
- k) "Blé dénaturé" désigne du blé qui a été dénaturé de manière à le rendre impropre à la consommation humaine;
 - l) "Comité exécutif" désigne le Comité constitué en vertu de l'article 30;
 - m) "Pays exportateur" désigne, suivant le contexte, soit :
 - i) le gouvernement d'un pays nommé à l'annexe A qui a ratifié, accepté ou approuvé la présente Convention ou y a adhéré et ne s'en est pas retiré, soit
 - ii) ce pays lui-même et les territoires auxquels s'appliquent les droits et obligations que son gouvernement a assumés aux termes de la présente Convention;
 - n) "f.a.q." signifie qualité moyenne marchande;
 - o) "f.o.b." signifie franco à bord;
 - p) "Céréales" comprend le blé, le seigle, l'orge, l'avoine, le maïs et le sorgho;
 - q) "Pays importateur" désigne, suivant le contexte, soit
 - i) le gouvernement d'un pays nommé à l'annexe B qui a ratifié, accepté ou approuvé la présente Convention ou y a adhéré et ne s'en est pas retiré, soit
 - ii) ce pays lui-même et les territoires auxquels s'appliquent les droits et obligations que son gouvernement a assumés aux termes de la présente Convention;
 - r) "Frais de marché" désigne tous les frais usuels de marché et d'affrètement, ainsi que les frais du transitaire;

- ii) "Vente" désigne, suivant le contexte, la vente, aux fins d'exportation, de blé importé ou destiné à être importé par un pays importateur ou par un pays autre qu'un pays importateur, selon le cas, ou la quantité de ce blé ainsi vendu;
- iii) Lorsqu'il est question dans la présente Convention d'un achat ou d'une vente, il est entendu que ce terme désigne non seulement des achats ou des ventes conclus entre les gouvernements intéressés, mais aussi les achats ou les ventes conclus entre des négociants privés et des achats ou des ventes conclus entre un négociant privé et le gouvernement intéressé. Dans cette définition, le terme "gouvernement" désigne le gouvernement de tout territoire auquel s'appliquent, en vertu de l'article 42, les droits et obligations que tout gouvernement assume en ratifiant, acceptant ou approuvant la présente Convention ou en y adhérant;
- aa) "Sous-Comité des prix" désigne le Sous-Comité constitué en vertu de l'article 31;
- bb) "Territoire", lorsque cette expression se rapporte à un pays exportateur ou à un pays importateur, désigne tout territoire auquel s'appliquent en vertu de l'article 42 les droits et obligations que le gouvernement de ce pays a assumés aux termes de la présente Convention;
- cc) "Blé" désigne le blé en grains de quelque nature, catégorie, type, "grade" ou qualité que ce soit et, sauf à l'article 6 ou dans les cas où le contexte l'exige autrement, la farine de blé.

2). Le calcul de l'équivalent en blé des achats de farine de blé est effectué sur la base du taux d'extraction indiqué par le contrat entre l'acheteur et le vendeur. Si ce taux d'extraction n'est pas indiqué, 72 unités en poids de la farine de blé sont considérées, aux fins de ce calcul, comme équivalent à cent unités en poids de blé en grain, sauf décision contraire du Conseil.

ARTICLE 3

Achats commerciaux et transactions spéciales

- 1) "Achat commercial" désigne, aux fins de la présente Convention, tout achat conforme à la définition figurant à l'article 2 et conforme aux pratiques commerciales usuelles du commerce international, à l'exclusion des transactions visées au paragraphe 2 du présent article.
- 2) "Transaction spéciale" désigne, aux fins de la présente Convention, une transaction qui, qu'elle soit faite ou non à des prix qui entrent dans l'échelle de prix, contient des éléments qui ne sont pas conformes aux pratiques commerciales usuelles, introduits par le gouvernement d'un pays intéressé. Les transactions spéciales comprennent :
 - a) les ventes à crédit dans lesquelles, par suite d'une intervention gouvernementale, le taux d'intérêt, le délai de paiement ou d'autres conditions connexes ne sont pas conformes aux taux, aux délais ou aux conditions habituellement pratiqués dans le commerce sur le marché mondial;
 - b) les ventes dans lesquelles les fonds nécessaires à l'opération sont obtenus du gouvernement du pays exportateur sous la forme d'un prêt lié à l'achat du blé;
 - c) les ventes en devises du pays importateur, ni transférables ni convertibles en devises ou en marchandises destinées à être utilisées dans le pays exportateur,

- d) les ventes effectuées en vertu d'accords commerciaux avec arrangements spéciaux de paiement qui prévoient des comptes de compensation servant à régler bilatéralement les soldes créditeurs au moyen d'échange de marchandises, sauf si le pays exportateur et le pays importateur intéressés acceptent que la vente soit considérée comme ayant un caractère commercial;
 - e) les opérations de troc
 - i) qui résultent de l'intervention de gouvernements et dans lesquelles le blé est échangé à des prix autres que ceux qui sont pratiqués sur le marché mondial, ou
 - ii) qui s'effectuent au titre d'un programme gouvernemental d'achats, sauf si l'achat de blé résulte d'une opération de troc dans laquelle le pays de destination finale du blé n'est pas désigné dans le contrat initial de troc;
 - f) un don de blé ou un achat de blé au moyen d'une aide financière accordée spécialement à cet effet par le pays exportateur;
 - g) toutes autres catégories de transactions que le Conseil pourrait spécifier et qui contiennent des éléments qui ne sont pas conformes aux pratiques commerciales usuelles, introduits par le gouvernement d'un pays intéressé.
- 3) Toute question soulevée par le Secrétaire exécutif ou par un pays exportateur ou pays importateur en vue d'établir si une transaction donnée constitue un achat commercial au sens du paragraphe 1, ou une transaction spéciale au sens du paragraphe 2 du présent article, est tranchée par le Conseil.

DEUXIÈME PARTIE - DISPOSITIONS COMMERCIALES

ARTICLE 4

Achats commerciaux et engagements d'approvisionnement

- 1) Chacun des pays membres s'engage, lorsqu'il exportera du blé, à le faire à des prix compatibles avec l'échelle des prix.
- 2) Réservé faites des dispositions du paragraphe 4)du présent article, chacun des pays membres qui importe du blé s'engage à acheter, dans toute année agricole, une proportion aussi forte que possible du total de ses besoins commerciaux en blé à des pays membres. Cette proportion ne sera pas inférieure au pourcentage fixé par le Conseil en accord avec le pays intéressé.
- 3) Réservé faites des autres dispositions de la présente Convention, les pays exportateurs s'engagent solidairement à mettre à la disposition des pays importateurs, dans toute année agricole, à des prix compatibles avec l'échelle des prix, des quantités suffisantes de leur blé pour répondre de façon régulière et continuo aux besoins commerciaux de ces pays.
- 4) Un pays membre pourra, au vu de circonstances extraordinaires avec preuves satisfaisantes à l'appui, être partiellement relevé par le Conseil de l'engagement énoncé au paragraphe 2) du présent article.
- 5) Chacun des pays membres s'engage, lorsqu'il importera du blé en provenance de pays non membres, à le faire à des prix compatibles avec l'échelle des prix.
- 6) On considère que les prix sont compatibles avec l'échelle des prix lorsque du blé est rendu disponible ou que des ventes et des achats ont lieu :
 - a) à des prix égaux ou supérieurs aux prix maxima prévus à l'article 6 lorsque ces mesures ne sont pas en contradiction avec les dispositions des articles 5, 9 et 10, ou

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- b) à des prix compatibles avec les prix minima prévus à l'article 6 ou conformes aux dispositions relatives au rôle des prix minima prévus à l'article 8.

ARTICLE 5

Achats au prix maximum

- 1) Si le Conseil fait une déclaration de prix maximum concernant un pays exportateur, ce pays doit mettre à la disposition des pays importateurs, à un prix qui ne soit pas supérieur au prix maximum, les quantités correspondant au solde de ses obligations vis-à-vis de ces pays, pour autant que le solde des droits de chaque pays importateur vis-à-vis de l'ensemble des pays exportateurs ne soit pas dépassé.
- 2) Si le Conseil fait une déclaration de prix maximum concernant tous les pays exportateurs, chaque pays importateur a le droit, tant que cette déclaration est en vigueur :
 - a) d'acheter aux pays exportateurs, à des prix qui ne soient pas supérieurs au prix maximum, la quantité correspondant au solde de ses droits vis-à-vis de l'ensemble des pays exportateurs; et
 - b) d'acheter du blé à tout pays sans être contraint par les dispositions du paragraphe 2) de l'article 4.
- 3) Si le Conseil fait une déclaration de prix maximum concernant un ou plusieurs pays exportateurs mais non tous, chaque pays importateur a le droit, tant que cette déclaration est en vigueur :
 - a) d'acheter du blé en vertu des dispositions du paragraphe 1 du présent article à ce ou ces pays exportateurs et d'acheter le solde de ses besoins commerciaux, à des prix compris dans l'échelle de prix, aux autres pays exportateurs; et

- b) d'acheter du blé à tout pays sans être contraincu les dispositions du paragraphe 2) de l'article 4, jusqu'à concurrence du solde de ses droits vis-à-vis de ce ou ces pays exportateurs à la date effective de cette déclaration, pour autant que le solde de ses droits vis-à-vis de l'ensemble des pays exportateurs ne soit pas dépassé.
- 4) Les achats effectués par un pays importateur à un pays exportateur en sus du solde de ses droits vis-à-vis de l'ensemble des pays exportateurs ne réduisent pas les obligations dudit pays exportateur aux termes du présent article. Si un pays importateur achète du blé à un deuxième pays importateur qui s'est procuré du blé durant l'année agricole en cours auprès d'un pays exportateur, il est considéré avoir acheté directement ce blé au pays exportateur, sous réserve que le solde des droits du second pays importateur vis-à-vis de l'ensemble des pays exportateurs ne soit pas dépassé. Sous réserve des dispositions de l'article 19, la phrase qui précède ne s'applique à la farine de blé quo si elle provient du pays exportateur intéressé.
- 5) Sous réserve des dispositions de l'alinéa b) du paragraphe 2) et de l'alinéa b) du paragraphe 3) du présent article, pour déterminer si un pays importateur a acheté son pourcentage obligatoire de blé conformément au paragraphe 2) de l'article 4, les achats effectués par ce pays au cours d'une période pendant laquelle une déclaration de prix maximum est en vigueur
- sont pris en considération s'ils ont été effectués à des pays membres y compris le pays exportateur au sujet duquel a été faite la déclaration de prix maximum, et
 - n'entrent pas en ligne de compte s'ils ont été effectués à un pays non membre.
- 6) Le blé fourni conformément aux dispositions du présent article doit, dans toute la mesure du possible, correspondre aux types et qualités qui seraient

normalement utilisés par les deux pays pour leurs échanges commerciaux pendant l'année agricole en cours. Les pays intéressés prendront entre eux les dispositions nécessaires à cet effet, le cas échéant.

ARTICLE 6

Prix du blé

1) Le barème des prix minima et des prix maxima, basé f.o.b., ports du Golfe, est établi comme suit pour la durée de la présente Convention :

| | <u>Prix minimum</u> | <u>Prix maximum</u> |
|---------------------------------|---------------------|---------------------|
| (dollars des E.U. par boisseau) | | |

Canada

| | | |
|---------------|--------------------|--------------------|
| Manitoba no 1 | 1,95 $\frac{1}{2}$ | 2,35 $\frac{1}{2}$ |
| Manitoba no 3 | 1,90 | 2,30 |

Etats-Unis d'Amérique

| | | |
|----------------------------------|------|------|
| Dark Northern, Spring no 1, 14 % | 1,83 | 2,23 |
| Hard Red Winter no 2 (ordinaire) | 1,73 | 2,13 |
| Western White no 1 | 1,68 | 2,08 |
| Soft Red Winter no 1 | 1,60 | 2,00 |

Argentine

| | | |
|-------|------|------|
| Plata | 1,73 | 2,13 |
|-------|------|------|

Australie

| | | |
|--------|------|------|
| F.a.q. | 1,68 | 2,08 |
|--------|------|------|

Communauté économique européenne

| | | |
|----------|------|------|
| Standard | 1,50 | 1,90 |
|----------|------|------|

Suède

| | | |
|--|------|------|
| | 1,50 | 1,90 |
|--|------|------|

Grèce

| | | |
|--|------|------|
| | 1,50 | 1,90 |
|--|------|------|

Espagne

| | | |
|-------------|------|------|
| Blé fin | 1,60 | 2,00 |
| Blé courant | 1,50 | 1,90 |

- 2) Les prix minima et les prix maxima pour les blés spécifiés du Canada et des Etats-Unis, f.o.b. ports du nord-ouest de la côte du Pacifique, seront inférieurs de 6 cents aux prix indiqués au paragraphe 1 du présent article.
- 3) Les prix minima et maxima pour le blé du Mexique, sur échantillon ou sur description, f.o.b. ports mexicains du Pacifique ou frontière mexicaine, selon le cas, seront de 1,55 et de 1,95 dollar des E.U. par boissoco.
- 4) Les prix minima figurant au présent article peuvent être ajustés conformément aux dispositions des articles 8 et 31.
- 5) Le prix minimum et le prix maximum pour le blé d'Australie f.a.q., f.o.b. ports australiens, seront inférieurs de 5 cents aux équivalents c. et f., ports du Royaume-Uni, du prix minimum et du prix maximum du blé des Etats-Unis Hard Red Winter no 2 (ordinaire), f.o.b. ports du Golfe, tels qu'ils sont spécifiés au paragraphe 1) du présent article, le calcul s'effectuant en utilisant les tarifs du transport pratiqués au moment considéré.
- 6) Les prix minima et les prix maxima pour le blé d'Argentine, f.o.b. ports argentins, pour les destinations en bordure de l'océan Pacifique ou de l'océan Indien, seront les équivalents c. et f. Yokohama des prix minima et des prix maxima, f.o.b. ports du nord-ouest de la côte du Pacifique, du blé des Etats-Unis Hard Red Winter no 2 (ordinaire), tels qu'ils sont spécifiés au paragraphe 2) du présent article, le calcul s'effectuant en utilisant les tarifs de transport pratiqués au moment considéré.
- 7) Les prix minima et les prix maxima pour
--- les blés spécifiés des Etats-Unis, f.o.b. ports de la côte atlantique des Etats-Unis et des Grands Lacs, et ports canadiens du Saint-Laurent,
--- les blés spécifiés du Canada, f.o.b. Fort William/Port Arthur, ports du Saint-Laurent, ports atlantiques et Port Churchill,

— le blé d'Argentine, f.o.b. ports argentins, pour les destinations autres que celles qui sont spécifiées au paragraphe 6) du présent article, seront les équivalents c. et f. Anvers/Rotterdam des prix minima et des prix maxima spécifiés au paragraphe 1) du présent article, le calcul s'effectuant en utilisant les tarifs de transport pratiqués au moment considéré.

8) Les prix minima et les prix maxima pour la qualité standard du blé de la Communauté économique européenne seront les équivalents c. et f. pays de destination, ou c. et f. port approprié pour livraison au pays de destination, des prix minima et des prix maxima du blé des Etats-Unis Hard Red Winter no 2 (ordinaire), f.o.b. Etats-Unis, tels qu'ils sont spécifiés aux paragraphes 1) et 2) du présent article, le calcul s'effectuant en utilisant les tarifs de transport pratiqués au moment considéré et en opérant les ajustements de prix correspondant aux différences de qualité dont il est convenu dans le barème d'équivalence.

9) Les prix minima et les prix maxima pour le blé du Suède seront les équivalents c. et f. pays de destination, ou c. et f. port approprié pour livraison au pays de destination, des prix minima et des prix maxima du blé des Etats-Unis Hard Red Winter no 2 (ordinaire), f.o.b. Etats-Unis, tels qu'ils sont spécifiés aux paragraphes 1) et 2) du présent article, le calcul s'effectuant en utilisant les tarifs de transport pratiqués au moment considéré et en opérant les ajustements de prix correspondant aux différences de qualité dont il est convenu dans le barème d'équivalence.

10) Les prix minima et maxima pour le blé de Grèce seront les équivalents c. et f. pays de destination, ou c. et f. port approprié pour livraison au pays de destination, des prix minima et des prix maxima du blé des Etats-Unis Hard Red Winter no 2 (ordinaire), f.o.b. Etats-Unis, tels qu'ils sont spécifiés aux paragraphes 1) et 2) du présent article, le calcul s'effectuant en utilisant les

tarifs de transport pratiqués au moment considéré et en opérant les ajustements de prix correspondant aux différences de qualité dont il est convenu dans le barème d'équivalence.

11) Les prix minima et maxima pour le blé d'Espagne seront les équivalents c. et f. pays de destination, ou c. et f. port approprié pour livraison au pays de destination, des prix minima et des prix maxima du blé des Etats-Unis Hard Red Winter no 2 (ordinaires), f.o.b. Etats-Unis, tels qu'ils sont spécifiés aux paragraphos 1) et 2) du présent article, le calcul s'effectuant en utilisant les tarifs de transport pratiqués au moment considéré et en opérant les ajustements de prix correspondant aux différences de qualité dont il est convenu dans le barème d'équivalence.

12) Quant aux autres blés provenant des pays cités au paragraphe 1) du présent article, les modes de calcul des prix minima et des prix maxima équivalents exposés au paragraphe 2) ou les équivalents de ces prix précisés aux paragraphos 5) à 11) du présent article s'appliqueront de la même façon qu'on ce qui concerne les blés spécifiés dans les paragraphes en question.

13) Le Comité d'examen des prix peut, en consultation avec le Sous-Comité des prix :

- a) déterminer les prix minima et maxima équivalents du blé en des points autres que ceux qui sont spécifiés aux paragraphos 1), 2) et 3) et aux paragraphos 5) à 11) du présent article, et
- b) spécifier, sur la base f.o.b. ports du Golfe aux Etats-Unis, les prix minima et maxima de blés d'autre nature, catégorie, typo, "grado" ou qualité que ceux qui sont mentionnés aux paragraphos 1) et 3) du présent article, étant entendu que la différence entre les prix minima et maxima ainsi spécifiés sera de 40 cents par bushel et, dans le cas d'un blé provenant d'un pays non mentionné aux paragraphos

en question, le Comité agira conformément à l'alinéa ci-dessus s'il n'a pas déjà pris de décision concernant le blé en question.

- 14) Pour tout blé dont les prix minima et maxima n'ont pas été spécifiés, les prix minima et maxima sur la base f.o.b. ports du Golfe aux Etats-Unis seront provisoirement déterminés d'après les prix minima et maxima du blé de la nature, de la catégorie, du type, du "grade" ou de la qualité spécifiés aux paragraphes 1) et 3) ou à l'alinéa b) du paragraphe 13) du présent article, selon qu'il se rapproche le plus du blé en question, par addition d'une prime ou par déduction d'un rabais appropriés. Ces primes ou ces rabais sont fixés et ajustés au tant que de besoin par le Comité d'examen des prix. Ce Comité agira conformément aux dispositions du présent paragraphe à l'occasion de toute réunion convoquée en vertu des paragraphes 1), 3) ou 6) de l'article 9.
- 15) Aucun prix minimum ou maximum, base f.o.b. ports du Golfe aux Etats-Unis, qui a été déterminé conformément aux dispositions de l'alinéa b) du paragraphe 13) du présent article, ne devra être supérieur respectivement au prix minimum ou au prix maximum du blé Manitoba Northern no 1 spécifié au paragraphe 1) du présent article.
- 16) Les prix minima et maxima équivalents mentionnés aux paragraphes 5) à 11) du présent article seront calculés à intervalles réguliers par le Secrétariat du Conseil avec l'aide du Sous-Comité des prix, compte tenu des frais les plus représentatifs des moyens de transport maritime couramment utilisés et selon la meilleure base de comparaison possible entre les ports en cause.
- 17) Aux fins de comparaison du prix des blés établi dans une monnaie autre que celle des Etats-Unis avec les prix minima et maxima ou leurs équivalents calculés conformément aux dispositions du présent article, ce prix sera converti en monnaie des Etats-Unis au taux de change pratiqué au moment considéré. Tout différend quant à la conversion des prix sera tranché par le Comité d'examen des prix.

- 18) Les prix minima et maxima et leurs équivalents ne comprendront pas les frais de détention et de marché qui pourront être convenus entre l'acheteur et le vendeur, les frais de détention n'étant imputables à l'acheteur qu'après une date fixée d'un commun accord et stipulée dans le contrat aux termes duquel le blé est vendu.
- 19) Les dispositions relatives aux prix maxima ne s'appliqueront ni au blé durum ni au blé de semonce certifié et les dispositions relatives aux prix minima ne s'appliqueront pas au blé dénaturé.
- 20) Sans préjudice de l'application des dispositions de l'article 8, si un pays membre fait valoir au Comité d'examen des prix qu'un calcul d'un prix minimum ou maximum équivalent, déterminé conformément aux dispositions des paragraphes 9 à 11) ou du paragraphe 13) du présent article, n'est plus équitable, compte tenu des frais de transport pratiqués au moment considéré, ledit Comité examinera la question et pourra, en consultation avec le Sous-Comité des prix, procéder aux ajustements qu'il jugera souhaitables.
- 21) Toutes les décisions du Comité d'examen des prix prises en vertu des paragraphes 13), 14), 17) ou 20) du présent article auront force obligatoire pour tous les pays membres, étant entendu que tout pays membre qui s'opposerait désavantage par l'une quelconque de ces décisions pourra demander au Conseil de la reconsidérer.
- 22) Tout pays dont un ou plusieurs des blés sont mentionnés au présent article fournira au Conseil, pour chaque année agricole, un exemplaire des spécifications, normes ou descriptions officiellement en vigueur pour ceux des blés pour lesquels elles existent. Sur demande du Secrétariat, les pays exportateurs de blé fourniront au Conseil, lorsqu'elles existent, les spécifications, normes ou descriptions officiellement en vigueur des blés qui ne sont pas mentionnés au présent article.

ARTICLE 7

Prix de la farine de blé

- 1) Les achats commerciaux de farine de blé sont considérés comme étant effectués à des prix en harmonie avec les prix du blé, tels qu'ils sont spécifiés ou établis en conformité avec l'article 6, à moins que le Conseil ne reçoive d'un pays membre une déclaration à l'effet du contraire, avec renseignements à l'appui, auquel cas, avec le concours des pays intéressés, il examine la question et se prononce sur la conformité des prix.
- 2) Si un ou plusieurs pays membres estiment que certaines pratiques en matière de commerce international ont, dans certains cas, introduit des distorsions dans l'harmonie devant exister entre les prix de la farine et les prix du blé et considèrent que leurs intérêts ont été gravement lésés par ces pratiques, ils peuvent demander à entrer en consultation avec le ou les pays membres intéressés.
- 3) Le Conseil pourra, en collaboration avec les pays membres, entreprendre des études sur les rapports entre les prix de la farine et les prix du blé.

ARTICLE 8

Rôle des prix minima

Le but du barème des prix minima est de contribuer à la stabilité du marché en permettant de déterminer le moment où le niveau des prix du marché d'un blé atteint le minimum de l'échelle ou s'en approche. Comme les rapports de prix entre les divers types et qualités de blé fluctuent suivant les conditions de la concurrence, il pourra être procédé à l'examen et à l'ajustement des prix minima.

- 1) Si le Secrétariat du Conseil, au cours de son examen permanent de la situation du marché, estime qu'il s'est produit ou qu'il risque de se produire de façon imminente une situation qui paraît de nature à compromettre la réalisation des

objectifs de la présente Convention en ce qui concerne les dispositions relatives aux prix minima, ou si une telle situation est signalée à l'attention du Secrétariat du Conseil par un pays membre, le Secrétaire exécutif convoque le Comité d'examen des prix dans les deux jours et adresse en même temps une notification à tous les pays membres.

2) Le Comité d'examen des prix examine la situation des prix en vue d'arriver à un accord sur les mesures à prendre par les participants pour rétablir la stabilité des prix et pour maintenir les prix aux niveaux minima ou au-dessus de ces niveaux; il notifie au Secrétaire exécutif la date à laquelle l'accord est intervenu et les mesures prises pour rétablir la stabilité du marché.

3) Si, au bout de trois jours de place, le Comité d'examen des prix n'a pu arriver à un accord sur les mesures à prendre pour rétablir la stabilité du marché, le Président du Conseil convoque le Conseil dans les deux jours pour examiner quelles autres mesures pourraient être prises. Si, avant que le Conseil ait consacré plus de trois jours à l'examen de la question, un pays membre exporte ou offre du blé à un prix inférieur aux prix minima fixés par le Conseil, celui-ci décide si les dispositions de la présente Convention doivent être suspendues et, dans l'affirmative, dans quelle mesure.

4) Lorsqu'un prix minimum a été ajusté conformément aux dispositions précédentes, l'ajustement cesse d'être appliqué lorsque le Comité d'examen des prix ou le Conseil constate que les circonstances qui l'avaient nécessité n'existent plus.

ARTICLE 9

Déclarations de prix maxima

1) Le Secrétaire exécutif, qui procède à un examen permanent des prix du blé, convoque immédiatement une réunion du Comité d'examen des prix s'il estime ou si le Sous-Comité des prix ou un pays membre l'informent qu'ils estiment qu'on se trouve en présence d'une situation où un pays exportateur offre du blé à la

vonto aux pays importateurs à un prix voisin du prix maximum. Si le Comité d'examen des prix décide qu'on se trouve en présence d'une situation de cet ordre, le Secrétaire exécutif en informe immédiatement tous les pays membres.

2) Dès qu'un pays exportateur offre du blé à la vonto aux pays importateurs à des prix qui ne sont pas inférieurs au prix maximum, il en donne notification au Conseil. Au reçu de cette notification, le Secrétaire exécutif, agissant au nom du Conseil, fait une déclaration en conséquence, dénommée dans la présente Convention "déclaration de prix maximum", sauf dans les cas prévus au paragraphe 6) du présent article et au paragraphe 6) de l'article 16. Après avoir fait cette déclaration du prix maximum, le Secrétaire exécutif la communique aussitôt que possible à tous les pays membres.

3) Lorsqu'il fait une notification au titre du paragraphe 2) du présent article, le pays exportateur précise

a) si l'un des blés sur lesquels la notification porte n'est pas l'un de ceux pour lesquels un prix maximum est fixé ou a été déterminé conformément aux dispositions de l'article 6, ce qu'il considère comme étant le prix maximum de ce blé pour le moment, sur la base f.o.b. ports du golfe du Mexique aux Etats-Unis, et

b) dans le cas de tous les blés sur lesquels porte la notification, à combien il évalue les prix maxima à la date de la notification dans les endroits à partir desquels ces blés sont normalement exportés,

et le Secrétaire exécutif en informe tous les autres pays membres. Si un pays membre représente au Secrétaire exécutif que les prix mentionnés ci-dessus ne sont pas les prix maxima des blés considérés, le Secrétaire exécutif convoque immédiatement une réunion du Comité d'examen des prix qui, en consultation avec le Sous-Comité des prix, décide des prix maxima au sujet desquels des représentations ont été formulées.

4) Dès que le pays exportateur met à nouveau à la disposition des pays importateurs à des prix inférieurs au prix maximum la totalité du blé qui avait été offert à des prix qui n'étaient pas inférieurs au prix maximum, ce pays le notifie au Conseil. Au reçu de cette notification, le Secrétaire exécutif, agissant au nom du Conseil, fait une nouvelle déclaration qui met fin à la déclaration de prix maximum faite au sujet de ce pays. Il communique aussitôt quo possible cette nouvelle déclaration à tous les pays membres.

5) Le Conseil fixe dans son règlement intérieur les règles destinées à donner effet aux paragraphes 2 et 4) du présent article et, notamment, celles qui déterminent la date à laquelle prend effet une déclaration faite au titre du présent article.

6) Si le Secrétaire exécutif estime, à un moment quelconque, qu'un pays exportateur a omis d'adresser au Conseil la notification prévue au paragraphe 2) ou au paragraphe 4) du présent article, ou a adressé au Conseil une notification inexacte, il convoque immédiatement, sans préjudice dans ce dernier cas des dispositions des paragraphes 2) ou 4), une réunion du Sous-Comité des prix. Si le Secrétaire exécutif estime, à un moment quelconque, qu'un pays exportateur a adressé une notification en vertu du paragraphe 2) mais que les faits invoqués ne justifient pas une déclaration de prix maximum, il ne fait pas cette déclaration mais soumet le cas au Sous-Comité des prix au cours d'une réunion immédiatement convoquée à cet effet. Si le Sous-Comité des prix, se fondant sur le présent paragraphe ou sur l'article 31, émet l'avis qu'une déclaration devrait ou ne devrait pas être faite conformément aux paragraphes 2) ou 4) du présent article, ou qu'elle est inexacte, le Comité d'examen des prix peut, sans délai, selon le cas, faire ladite déclaration, s'abstenir de la faire ou annuler une déclaration qui a été faite. Le Secrétaire exécutif communique aussitôt quo possible cette déclaration ou cette annulation à tous les pays membres.

- 7) Toute déclaration faite en vertu du présent article précise l'année ou les années agricoles auxquelles elle se rapporte et la présente Convention s'applique en conséquence.
- 8) Si un pays exportateur ou importateur estime qu'une déclaration en vertu du présent article devrait être faite ou qu'elle n'aurait pas dû l'être, selon le cas, il peut en référer au Conseil. Si le Conseil constate que les représentations du pays intéressé sont fondées, il fait ladite déclaration ou annule une déclaration qui a été faite.
- 9) Toute déclaration faite en vertu des paragraphes 2, 4 ou 6) du présent article qui est annulée conformément au présent article est considérée avoir poin offet jusqu'à la date de son annulation; cette annulation n'affecte pas la validité des mesures prises en vertu de cette déclaration avant son annulation.
- 10) Aux fins du présent article, le mot "blé" ne désigne ni le blé durum ni le blé de semence certifié.

ARTICLE 10

Statut de la Communauté économique européenne

- 1) La Communauté économique européenne, qui effectue d'une façon régulière et continue des opérations d'importation et d'exportation sur le marché international, figure simultanément à l'annexe A et à l'annexe B de la présente Convention comme pays exportateur et comme pays importateur, avec tous les droits et obligations qui en découlent.
- 2) Toutefois, pour ce qui est des obligations de la Communauté économique européenne en tant que pays exportateur dans une situation de déclaration de prix maximum concernant le blé de la Communauté économique européenne, la Communauté économique européenne doit mettre à la disposition des pays importateurs membres de la présente Convention, du blé à un prix qui ne soit pas supérieur au prix maximum. Par ailleurs, elle doit prendre toutes dispositions

utiles, conformément à la réglementation résultant de sa politique agricole commune, pour orienter ses quantités disponibles à l'exportation d'une manière équitable vers les pays importateurs membres de la présente Convention.

ARTICLE 11

Ajustements en cas de récolte insuffisante

- 1) Tout pays exportateur qui craint qu'une récolte insuffisante ne l'empêche d'exécuter, au cours d'une année agricole donnée, ses obligations en vertu de la présente Convention en réfère au plus tôt au Conseil et lui demande d'être relevé en partie ou en totalité de ses obligations au cours de ladite année agricole. Toute demande présentée au Conseil conformément au présent paragraphe est examinée sans délai.
- 2) Pour se prononcer sur une demande d'exemption présentée en vertu du présent article, le Conseil étudie la situation des approvisionnements du pays exportateur et examine dans quelle mesure ce pays a respecté le principe selon lequel il doit, dans toute la mesure de ses moyens, mettre du blé à la disposition des pays importateurs pour faire face à ses obligations en vertu de la présente Convention.
- 3) Pour se prononcer sur une demande d'exemption présentée en vertu du présent article, le Conseil tient également compte de l'importance qui s'attache à ce que le pays exportateur respecte le principe énoncé au paragraphe 2) du présent article.
- 4) Si le Conseil constate que la demande du pays exportateur est fondée, il décide dans quelle mesure et à quelles conditions ce pays est relevé de ses obligations pour l'année agricole en question. Le Conseil informe le pays exportateur de sa décision.
- 5) Si le Conseil décide de relever, en totalité ou en partie, le pays exportateur de ses obligations aux termes de l'article 5 pour l'année agricole considérée, il augmente les obligations des autres pays exportateurs telles qu'elles

se traduisant par les quantités de base, dans la mesure acceptée par chacun d'entre eux. Si ces augmentations ne suffisent pas à compenser l'exemption accordée en vertu du paragraphe 4) du présent article, le Conseil réduit du montant nécessaire les droits des pays importateurs tels qu'ils se traduisent par les quantités de base, dans la mesure acceptée par chacun d'entre eux.

6) Si l'exemption accordée en vertu du paragraphe 4) du présent article ne peut être entièrement compensée par les mesures prévues au paragraphe 5), le Conseil réduit au prorata les droits des pays importateurs tels qu'ils se traduisent par les quantités de base, en tenant compte des réductions opérées en vertu du paragraphe 5).

7) Si l'obligation d'un pays exportateur telle qu'elle se traduit par sa quantité de base est réduite en vertu du paragraphe 4) du présent article, la quantité qui correspond à cette réduction est consécutivement, aux fins de la détermination de la quantité de base de ce pays et des quantités de base de tous les autres pays exportateurs au cours des années agricoles suivantes, avoir été achetée par ce pays exportateur pendant l'année agricole en question. Le Conseil détermine, en fonction de la situation, le montant et les modalités des ajustements qu'il y a lieu, le cas échéant, d'opérer pour déterminer, à la suite des compensations effectuées en vertu du présent paragraphe, les quantités de base des pays importateurs pendant les années agricoles suivantes.

8) Si le droit d'un pays importateur tel qu'il se traduit par sa quantité de base est réduit durant une année agricole en vertu des paragraphes 5) ou 6) du présent article afin de compenser l'exemption accordée à un pays exportateur en vertu du paragraphe 4), la quantité qui correspond à cette réduction est consécutivement, aux fins de la détermination de la quantité de base de ce pays importateur au cours des années agricoles suivantes, avoir été achetée par ce pays exportateur pendant l'année agricole en question.

ARTICLE 12

Ajutaments en cas de nécessité de sauvegarder la balance des paiements ou les réserves monétaires

- 1) Tout pays importateur qui craint que la nécessité de sauvegarder sa balance des paiements ou ses réserves monétaires ne l'empêche d'exécuter au cours d'une année agricole donné une de ses obligations en vertu de la présente Convention ou réfère au plus tôt au Conseil et lui demande d'être relevé en partie ou en totalité de ses obligations au cours de ladite année agricole. Toute demande présentée au Conseil conformément au présent paragraphe est examinée sans délai.
- 2) Si une demande est présentée conformément au paragraphe 1) du présent article, le Conseil sollicite et examine, en même temps que tous les éléments qu'il juge appropriés, dans la mesure où la question intéresse un pays membre du Fonds monétaire international, l'avis du Fonds concernant l'existence et l'étendue de la nécessité dont il est fait état au paragraphe 1).
- 3) Pour se prononcer sur une demande d'exemption présentée en vertu du présent article, le Conseil tient compte de l'importance qui s'attache à ce que le pays importateur respecte le principe selon lequel il devrait, dans toute la mesure de ses moyens, procéder à des achats pour faire face à ses obligations en vertu de la présente Convention.
- 4) Si le Conseil constate que la demande du pays importateur est fondée, il décide dans quelle mesure et à quelles conditions ledit pays peut être relevé de ses obligations pour l'année agricole en question. Le Conseil informe le pays importateur de sa décision.

ARTICLE 13

Ajutaments et achats supplémentaires en cas de besoin critique

- 1) Si un besoin critique s'est manifesté ou risque de se manifester sur son territoire, tout pays importateur peut faire appel au Conseil pour qu'il l'aide à se procurer des approvisionnements en blé. En vue de remédier à la situation

critique ainsi créé, le Conseil examine l'appel dans le plus bref délai et adresse aux pays exportateurs et aux pays importateurs des recommandations sur les mesures à prendre par eux.

- 2) Lorsqu'il se prononce sur les recommandations à formuler pour donner suite à un appel que lui a adressé un pays importateur en vertu du paragraphe précédent, le Conseil, ou égard à la situation, tient compte des achats commerciaux effectifs faits par ce pays dans les pays membres ou de l'étendue de ses obligations aux termes de l'article 4.
- 3) Aucune mesure prise par un pays exportateur ou par un pays importateur conformément à une recommandation faite en vertu du paragraphe 1) du présent article ne saurait modifier la quantité de base d'un pays exportateur ou d'un pays importateur au cours des années agricoles suivantes.

ARTICLE 14

Autres ajustements

- 1) Un pays exportateur peut transférer une partie du soldo de ses obligations à un autre pays exportateur et un pays importateur peut transférer une partie du soldo de ses droits à un autre pays importateur pour la durée d'une année agricole, sous réserve de l'approbation du Conseil.
- 2) Un pays importateur peut à tout moment, par notification écrite au Conseil, accroître le pourcentage des achats qu'il s'engage à effectuer conformément au paragraphe 2) de l'article 4. Cet accroissement prend effet à la date de réception de la notification.
- 3) Tout pays importateur qui estime que ses intérêts, ou ce qui concerne les obligations ou pourcentage qu'il assume en vertu des dispositions du paragraphe 2) de l'article 4, sont gravement lésés par le retrait de la précédente Convention d'un pays exportateur détenant au moins 50 voix pour, par notification écrite au Conseil, demander une réduction de ses obligations en pourcentage.

En ce cas, le Conseil réduit les obligations de ce pays importateur d'un pourcentage équivalent au rapport qui existe entre le maximum des achats commerciaux annuels qu'il a effectués, pendant les années déterminées selon les dispositions de l'article 15, dans le pays qui se retire, et sa quantité de base à l'égard de tous les pays énumérés à l'annexe A; en outre, il réduit le pourcentage ainsi révisé de 2 $\frac{1}{2}$.

4) La quantité de base de tout pays qui adhère à la présente Convention conformément au paragraphe 2) de l'article 38 est composée, au besoin, par des ajustements appropriés, ou plus ou en moins, des quantités de base d'un ou de plusieurs pays exportateurs ou importateurs, selon le cas. Ces ajustements ne sont pas approuvés tant que chacun des pays exportateurs ou des pays importateurs dont la quantité de base se trouve de ce fait modifiée n'a pas signifié son assentiment.

5) Le Conseil peut, à la demande de tout pays, rayer ce pays de l'une des deux annexes de la présente Convention et l'inscrire à l'autre.

ARTICLE 15

Détermination des quantités de base

1) Les quantités de base définies à l'article 2 sont déterminées, pour chaque année agricole, en fonction de la moyenne des achats commerciaux annuels des quatre premières des cinq années agricoles immédiatement précédentes. Dans le cas des marchés en expansion régulière où, pendant la même période, la moyenne annuelle des achats commerciaux dépasse les chiffres moyens des quantités de base calculés selon la méthode ci-dessus, les quantités de base sont ajustées en faisant la somme de la différence des deux moyennes. Aux fins du présent paragraphe, un marché en expansion régulière est un marché sur lequel le volume des importations commerciales a été supérieur aux chiffres des quantités de base calculés selon la méthode exposée dans la première phrase du

présent paragraphe pendant au moins 3 ans sur les 4 ans utilisés pour un tel calcul, et où l'engagement en pourcentage d'un tel pays n'est pas inférieur à 80 %.

- 2) Avant le début de chaque année agricole, le Conseil détermine pour ladite année la quantité de base de chaque pays exportateur vis-à-vis de l'ensemble des pays importateurs et la quantité de base de chaque pays importateur vis-à-vis de l'ensemble des pays exportateurs et de chacun d'eux en particulier, sauf qu'en calculant les quantités de base il n'est pas tenu compte des exportations effectuées par la Communauté économique européenne ou des importations en provenance de celles-ci.
- 3) Les quantités de base déterminées conformément au paragraphe précédent sont ajustées chaque fois que le nombre des pays parties à la présente Convention se trouve modifié, compte tenu le cas échéant des conditions d'adhésion prescrites par le Conseil en vertu de l'article 38.

ARTICLE 16

Enregistrement et notification

- 1) Le Conseil enregistre séparément pour chaque année agricole :
 - a) aux fins de l'application de la présente Convention et, en particulier, des articles 4 et 5, tous les achats commerciaux effectués par des pays membres auprès d'autres pays membres et non membres et toutes les importations des pays membres en provenance d'autres pays membres et non membres à des conditions qui en font des transactions spéciales, et
 - b) toutes les ventes commerciales effectuées par des pays membres à des pays non membres et toutes les exportations de pays membres à destination de pays non membres à des conditions qui en font des transactions spéciales.

- 2) Los registros visés au paragraphe précédent sont tenus de façon à ce que :
 - a) l'enregistrement des transactions spéciales soit distinct de l'enregistrement des transactions commerciales;
 - b) le relevé du solde des obligations de chaque pays exportateur à l'égard de l'ensemble des pays importateurs et le relevé du solde des droits de chaque pays importateur à l'égard de l'ensemble des pays exportateurs et de chacun d'eux, en particulier soient constamment tenus à jour au cours de l'année agricole. Les relevés de ces soldes sont communiqués à tous les pays exportateurs et à tous les pays importateurs selon la périodicité fixée par le Conseil.
- 3) Pour faciliter le travail du Comité d'examen des prix prévu à l'article 31, le Conseil enregistre les prix du marché international du blé et de la farine de blé et les frais de transport.
- 4) Si une quelconque qualité de blé arrive au pays de destination finale après revende, passage ou transbordement portuaire dans un pays autre que celui dont le blé est originaire, les pays membres fournissent dans toute la mesure du possible des renseignements permettant d'enregistrer l'achat ou la transaction mentionnés aux paragraphes 1) et 2) du présent article en tant qu'achat ou transaction entre le pays d'origine et le pays de destination finale. Dans le cas d'une revente, les dispositions du présent paragraphe ne sont applicables que si le blé est parti du pays d'origine pendant l'année agricole en cause.
- 5) Aux fins du paragraphe 2) du présent article et du paragraphe 2) de l'article 4, les achats commerciaux effectués par un pays membre auprès d'un autre pays membre et inscrits dans les registres du Conseil sont aussi enregistrés en regard des obligations de chacun des deux pays membres, en vertu des articles 4 et 5 respectivement, ou en regard de ces obligations telles qu'elles sont ajustées conformément à d'autres articles de la présente Convention, sous

résorvo quo la période de chargement soit comprise dans l'année agricole et qu'on liaison avec les obligations prévues à l'article 5 les achats soient effectués par un pays importateur à un pays exportateur à un prix qui ne soit pas supérieur au prix maximum. Les achats commerciaux de farine de blé inscrits dans les registres du Conseil sont également enregistrés en regard des obligations des pays membres dans les mêmes conditions.

6) S'il existe une union douanière ou un statut spécial d'association avec une union douanière entre un pays membre et un ou plusieurs autres pays, qui autorise ou qui oblige à acheter du blé à des prix supérieurs au prix maximum, tout achat de ce genre n'est pas considéré comme une infraction aux articles 4 ou 5 et est enregistré en regard des obligations, le cas échéant, du ou des pays membres intéressés. Aucune déclaration de prix maximum n'est faite à propos de tels achats dans un pays exportateur et lesdits achats n'affectent en rien les obligations que le pays exportateur intéressé assume envers les autres pays importateurs en vertu de l'article 4.

7) Dans le cas du blé durum et du blé de semence certifié, un achat inscrit dans les registres du Conseil est également enregistré en regard des obligations des pays membres et dans les mêmes conditions, que son prix soit ou non supérieur au prix maximum.

8) Sous réserve que les conditions prescrites au paragraphe 5) du présent article soient remplies, le Conseil peut autoriser l'enregistrement d'achats pour une année agricole si

- a) la période de chargement prévu est comprise dans un délai raisonnable, ne dépassant pas un mois, à fixer par le Conseil avant le début ou après la fin de l'année agricole;
- b) les deux pays membres intéressés sont d'accord.

- 9) Aux fins du présent article,
- a) les pays membres adressent au Secrétaire exécutif tous les renseignements relatifs aux quantités de blé ayant fait l'objet de ventes et d'achats commerciaux ainsi que de transactions spéciales et dont le Conseil en fonction de ses compétences pourrait avoir besoin :
 - i) en ce qui concerne les transactions spéciales, ces renseignements comprennent des détails concernant lesdites transactions, permettant de les classer selon les catégories définies à l'article 3;
 - ii) en ce qui concerne le blé, ces renseignements portent sur tous les détails disponibles concernant le type, la catégorie, le "grado" et la qualité, ainsi que sur les quantités en cause;
 - iii) en ce qui concerne la farine, ils comprennent toutes les indications disponibles permettant d'identifier la qualité de la farine et les quantités de chaque qualité;
 - b) les pays membres, lorsqu'ils exportent sur une base régulière, et les autres pays membres pour lesquels le Conseil en aura ainsi décidé, sont tenus d'envoyer au Secrétaire exécutif tous renseignements relatifs aux prix des transactions commerciales et, lorsqu'ils sont disponibles, des transactions spéciales, concernant quelque nature, catégorie, type, "grado" ou qualité de blé et de farine de blé, dont le Conseil pourrait avoir besoin;
 - c) le Conseil reçoit régulièrement des renseignements sur les frais de transport en vigueur et les pays membres sont tenus, dans toute la mesure du possible, de communiquer au Conseil tous renseignements complémentaires dont il pourrait avoir besoin.

10) Le Conseil établit un règlement pour la notification et l'enregistrement dont il est question dans le présent article. Ce règlement fixe la fréquence et les modalités suivant lesquelles ces notifications doivent être faites et définit les obligations des pays membres à cet égard. Le Conseil arrête également la procédure de modification des inscriptions et relèves dont il assure la tenue ainsi que les modes de règlement du tout différent pouvant surgir à cet égard. Si un pays membre quelconque manque de façon répétée et sans justification aux engagements de notification contractés en vertu du présent article, le Comité exécutif engage des consultations avec le pays en cause, afin de remédier à la situation.

ARTICLE 17

Evaluation des besoins et des disponibilités en blé

- 1) Au 1er octobre, dans le cas des pays de l'hémisphère nord, et au 1er février, dans le cas des pays de l'hémisphère sud, chaque pays importateur notifie au Conseil les évaluations de ses besoins commerciaux de blé que les pays exportateurs devront satisfaire pendant l'année agricole. Tout pays importateur peut notifier par la suite au Conseil toutes modifications qu'il désire apporter à ses évaluations.
- 2) Au 1er octobre, dans le cas des pays de l'hémisphère nord, et au 1er février, dans le cas des pays de l'hémisphère sud, chaque pays exportateur notifie au Conseil ses évaluations des quantités de blé qu'il pourra exporter pendant l'année agricole. Tout pays exportateur peut notifier par la suite au Conseil toutes modifications qu'il désire apporter à ses évaluations.
- 3) Toutes les évaluations notifiées au Conseil sont utilisées pour les besoins de l'administration de la présente Convention et ne peuvent être communiquées aux pays exportateurs et aux pays importateurs que dans les conditions fixées par le Conseil. Les évaluations présentées en vertu du présent article ne constituent en aucun cas des engagements.

4) Les pays exportateurs et les pays importateurs s'acquittent à leur gré de leurs obligations en vertu de la présente Convention par les voies du commerce privé ou autrement. Aucune disposition de la présente Convention ne sera interprétée comme dispensant un négociant privé de se conformer aux lois ou aux règlements auxquels il est soumis par ailleurs.

5) Le Conseil pour, s'il le juge opportun, exiger que les pays exportateurs et les pays importateurs coopèrent pour mettre à la disposition des pays importateurs, dans le cadre de la présente Convention, après le 31 janvier de chaque année agricole, au moins dix pour cent des quantités de base assignées pour cette année agricole auxdits pays exportateurs.

ARTICLE 18

Consultations

1) Si un pays exportateur désire savoir quelle serait l'étendue de ses engagements en cas de déclaration de prix maximum, il peut, sans préjudice des droits dont jouit tout pays importateur, consulter un pays importateur pour lui demander dans quelle mesure celui-ci a l'intention de se prévaloir, au cours d'une année agricole donnée, de ses droits en vertu des articles 4 et 5.

2) Tout pays exportateur ou tout pays importateur qui éprouve des difficultés à vendre ou à acheter du blé aux termes de l'article 4 peut s'adresser au Conseil. Afin de régler ces difficultés d'une manière satisfaisante, le Conseil consulte tout pays exportateur ou tout pays importateur intéressé et peut formuler les recommandations qu'il juge appropriées.

3) Si, pendant qu'une déclaration de prix maximum est en vigueur, un pays importateur éprouve des difficultés à se procurer le solde de ses droits au cours d'une année agricole donnée à des prix qui n'excèdent pas le prix maximum, il peut s'adresser au Conseil. Celui-ci procède à une enquête sur la situation et consulte les pays exportateurs pour s'assurer de la manière dont ils s'acquittent de leurs obligations.

ARTICLE 19

Exécution des engagements contractés en vertu des articles 4 et 5

- 1) Le Conseil examine, aussitôt que possible après la fin de chaque année agricole, la façon dont les pays exportateurs et les pays importateurs se sont acquittés, au cours de cette année agricole, des obligations qu'ils ont contractées en vertu des articles 4 et 5.
- 2) Aux fins de cet examen, tout pays membre peut bénéficier, dans l'exécution de ses obligations, d'une marge de tolérance que le Conseil détermine pour ce pays en prenant pour base l'étendue de ces obligations et les autres facteurs pertinentes.
- 3) En examinant la façon dont un pays importateur s'est acquitté de ses obligations au cours de l'année agricole :
 - a) le Conseil ne tient pas compte des importations exceptionnelles de blé en provenance de pays non membres, pourvu qu'il soit démontré à la satisfaction du Conseil que ce blé a été ou sera utilisé exclusivement pour l'alimentation du bétail et que la quantité importée ne l'a pas été aux dépens des quantités normalement achetées par ce pays importateur aux pays membres;
 - b) le Conseil ne tient pas compte des importations de blé dénaturé en provenance de pays non membres.

ARTICLE 20

Manquements aux engagements contractés en vertu des articles 4 et 5

- 1) S'il ressort de l'examen effectué en vertu de l'article 19 qu'un pays a manqué aux obligations qu'il a contractées en vertu des articles 4 et 5, le Conseil décide des mesures à prendre.
- 2) Avant de prendre une décision en vertu du présent article, le Conseil donne à tout pays exportateur ou tout pays importateur intéressé la possibilité de présenter tous les faits qui lui paraissent pertinents.

- 3) Si le Conseil constate qu'un pays exportateur ou un pays importateur a manqué aux obligations qu'il a contractées en vertu des articles 4 et 5, il peut priver le pays en question de son droit de vote pendant une période qu'il détermine, réduire les autres droits de ce pays dans la mesure qu'il juge en rapport avec le manquement ou l'exclure de la participation à la présente Convention.
- 4) Aucune mesure prise par le Conseil en vertu du présent article ne réduit de quelque façon la contribution financière dont le pays intéressé est redevable au Conseil, à moins que ce pays ne soit exclu de la participation à la présente Convention.

ARTICLE 21

Mesures à prendre en cas de préjudice grave

- 1) Tout pays exportateur ou tout pays importateur qui estime que ses intérêts en tant que partie à la présente Convention sont sérieusement lésés du fait qu'un ou plusieurs pays exportateurs ou pays importateurs ont pris des mesures de nature à compromettre le fonctionnement de la présente Convention peut saisir le Conseil. Le Conseil consulte immédiatement les pays intéressés afin de régler la question.
- 2) Si la question n'est pas réglée par ces consultations, le Conseil peut saisir le Comité exécutif ou le Comité d'examen des prix aux fins d'enquête et de rapport dans le plus bref délai. Au régu d'un tel rapport, le Conseil examine plus avant la question et il peut faire des recommandations aux pays intéressés.
- 3) Si, selon le cas, des mesures ont été ou n'ont pas été prises, en vertu du paragraphe 2) du présent article, et que le pays intéressé estime qu'il n'a pas été pourvu à la situation de façon satisfaisante, il peut demander une exemption au Conseil. Le Conseil peut, s'il le juge opportun, relever en partie ce pays de ses obligations pour l'année agricole en question. La décision à cet effet doit être prise à la majorité des deux tiers des voix exprimées par les pays exportateurs et des deux tiers des voix exprimées par les pays importateurs.

4) Si le Conseil n'accorde pas d'exemption en vertu du paragraphe 3) du présent article et que le pays intéressé continue à estimer que ses intérêts ou tant que pays partie à la présente Convention sont sérieusement lésés, il peut se retirer de la présente Convention à la fin de l'année agricole en donnant par écrit un avis de retrait au Gouvernement des Etats-Unis d'Amérique. Si le Conseil a été saisi de la question au cours d'une année agricole et qu'il a échappé l'examen de la demande d'exemption au cours de l'année agricole suivante, le retrait du pays considéré pourra prendre effet dans les trente jours qui suivent la fin de cet examen, moyennant le même avis de retrait.

ARTICLE 22

Différends et réclamations

- 1) Tout différend relatif à l'interprétation ou à l'application de la présente Convention, autre qu'un différend ayant trait aux articles 19 et 20, qui n'est pas réglé par voie de négociation est, à la demande de tout pays partie au différend, déferé au Conseil pour décision.
- 2) Toutes les fois qu'un différend est déposé au Conseil en vertu du paragraphe 1) du présent article, la majorité des pays ou un groupe de pays détenant au moins le tiers du total des voix pour demander que le Conseil, après discussion complète de l'affaire, sollicite sur les questions en litige l'opinion de la Commission consultative mentionnée au paragraphe 3) avant de faire connaître sa décision.
- 3) a) Sauf décision contraire du Conseil, pris à l'unanimité, cette commission est composée de :
 - i) deux personnes désignées par les pays exportateurs, dont l'un possède une grande expérience des questions du genre de celles en litige et l'autre a de l'autorité et de l'expérience en matière juridique,

- ii) deux personnes, de qualification analogue, désignées par les pays importateurs, et
- iii) un président choisi à l'unanimité par les quatre personnes nommées selon les dispositions des alinéas i) et ii) ci-dessus ou, en cas de désaccord, par le Président du Conseil.
- b) Les ressortissants de pays dont les gouvernements sont parties à la présente Convention sont habilités à siéger à la commission consultative. Les membres de la commission consultative agissent à titre personnel et sans recevoir d'instructions d'aucun gouvernement.
- c) Les dépenses de la commission consultative sont à la charge du Conseil.
- 4) L'opinion motivée de la commission consultative est soumise au Conseil qui tranche le différend après avoir examiné tous les éléments d'information utiles.
- 5) Une plainte selon laquelle un pays exportateur ou un pays importateur n'aurait pas rempli les obligations imposées par la présente Convention est, sur la demande du pays autour de la plainte, déferlé au Conseil qui prend une décision à ce sujet.
- 6) Toute constatation d'une infraction à la présente Convention, commise par un pays exportateur ou un pays importateur, précise la nature de l'infraction et, si cette infraction est due au fait que ce pays a manqué aux obligations qu'il a contractées en vertu des articles 4 ou 5 de la présente Convention, l'étendue de ce manquement.
- 7) Sous réserve des dispositions de l'article 20, si le Conseil constate qu'un pays exportateur ou un pays importateur a commis une infraction à la présente Convention, il peut priver le pays en question de son droit de vote jusqu'à ce que celui-ci soit acquitté de ses obligations, ou bien l'exclure de la participation à la présente Convention.

ARTICLE 23

Examen annuel de la situation des céréales dans le monde

- 1) a) Poursuivant les objectifs de la présente Convention tels qu'ils sont définis à l'article 1, le Conseil étudie chaque année la situation des céréales dans le monde et informe les pays membres des répercussions que les faits qui se dégagent de cet examen exercent sur le commerce mondial des céréales, afin que les gouvernements de ces pays les aient à l'esprit lorsqu'ils déterminent et appliquent leur politique intérieure en matière d'agriculture et de prix.
b) L'examen s'effectue au fonction des renseignements dont on dispose au sujet de la production nationale, des stocks, de la consommation, des prix et du commerce, y compris les transactions tant commerciales que spéciales, de céréales.
c) Tout pays membre peut communiquer au Conseil des renseignements en rapport avec l'examen annuel de la situation des céréales dans le monde qui ne sont pas déjà parvenus au Conseil soit directement soit par l'intermédiaire de l'Organisation des Nations Unies pour l'alimentation et l'agriculture.
- 2) En procédant à l'examen annuel, le Conseil recherche les moyens permettant de stimuler la consommation de céréales et peut entreprendre, en coopération avec les pays membres, des études portant notamment :
 - a) sur les facteurs qui influencent la consommation des céréales dans divers pays, et
 - b) sur les moyens permettant de stimuler la consommation, notamment dans les pays où l'on constate qu'il est possible de l'accroître.
- 3) Aux fins du présent article, le Conseil prend davantage en considération les travaux de l'Organisation des Nations Unies pour l'alimentation et l'agriculture et ceux des autres organisations intergouvernementales, notamment pour éviter

tout double emploi; il pourra, sans préjudice de la portée du paragraphe 1) de l'article 35, conclure les arrangements qu'il jugera souhaitables en vue d'une collaboration en l'absence quelconque des activités avec ces organisations intergouvernementales, ainsi qu'avec les gouvernements d'Etats Membres de l'Organisation des Nations Unies ou des institutions spécialisées, non parties à la présente Convention mais ayant un intérêt substantiel dans le commerce international des céréales.

4) Le présent article ne porte atteinte en aucune façon à la complète liberté d'action dont jouit tout pays membre dans l'élaboration et l'application de sa politique intérieure en matière d'agriculture et de prix.

ARTICLE 24

Directives concordant les transactions à des conditions de faveur

- 1) Les pays membres s'engagent à effectuer toutes transactions à des conditions de faveur portant sur des céréales de manière à éviter tout préjudice à la structure normale de la production et du commerce international.
- 2) A cette fin, les pays membres prendront les mesures qui s'imposent pour faire en sorte que les transactions à des conditions de faveur s'ajoutent aux ventes commerciales raisonnablement prévisibles en l'absence de telles transactions. De telles mesures devront être conformes aux Principes et directives recommandés en matière d'écoulement des excédents par l'Organisation des Nations Unies pour l'alimentation et l'agriculture et pourront prévoir qu'un niveau déterminé d'importations commerciales de blé, convenu avec le pays bénéficiaire, soit maintenu sur une base globale par ce pays. En formulant ou en mettant au point ce niveau, il conviendra de tenir pleinement compte du volume des importations commerciales au cours d'une période représentative, ainsi que de la situation économique du pays bénéficiaire, notamment de la situation de sa balance des paiements.

- 3) Les pays membres, lorsqu'ils effectuent des opérations d'exportation à des conditions de faveur, doivent entrer en consultation avec les pays membres exportateurs dont les exportations commerciales pourraient être affectées par de telles transactions, dans toute la mesure du possible avant la réalisation de telles opérations.
- 4) Le Comité exécutif saisira le Conseil d'un rapport annuel sur les faits nouveaux en matière de transactions de blé à des conditions de faveur.

TROISIÈME PARTIE - DISPOSITIONS ADMINISTRATIVES

ARTICLE 25

Constitution du Conseil

- 1) Le Conseil international du blé, constitué en vertu de l'Accord international sur le blé de 1949, continue à exister aux fins de l'application de la présente Convention, avec la composition, les pouvoirs et les fonctions prévus par la présente Convention.
- 2) Tout pays membre est membre votant du Conseil et peut être représenté aux réunions par un délégué, des suppléants et des conseillers.
- 3) Toute organisation intergouvernementale que le Conseil aura décidé d'inviter à une ou plusieurs de ses réunions pourra déléguer un représentant qui assistera à ces réunions sans droit de vote.
- 4) Le Conseil élit un président et un vice-président qui restent en fonctions pendant une année agricole. Le Président ne jouit pas du droit de vote et le Vice-Président ne jouit pas du droit de vote lorsqu'il fait fonction de président.

ARTICLE 26

Pouvoirs et fonctions du Conseil

- 1) Le Conseil établit son règlement intérieur.
- 2) Le Conseil tient les registres prévus par les dispositions de la présente Convention et peut tenir tous autres registres qu'il juge souhaitables.
- 3) Le Conseil publie un rapport annuel. Il peut aussi publier toute autre information (et notamment, en totalité ou en partie, son étude annuelle ou un résumé de cette étude) sur des questions relevant de la présente Convention.
- 4) Outre les pouvoirs et fonctions spécifiés dans la présente Convention, le Conseil jouit des autres pouvoirs et exerce les autres fonctions nécessaires pour assurer l'application de la présente Convention.

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- 5) Le Conseil peut, à la majorité des deux tiers des voix exprimées par les pays exportateurs et des deux tiers des voix exprimées par les pays importateurs, déléguer l'exercice de n'importe lesquels de ses pouvoirs ou fonctions. Le Conseil peut à tout moment rappeler cette délégation de pouvoirs à la majorité des voix exprimées. Sous réserve des dispositions de l'article 9, toute décision prise en vertu de tous pouvoirs ou fonctions délégués par le Conseil, conformément aux dispositions du présent paragraphe, est sujette à révision de la part du Conseil, à la demande de tout pays exportateur ou de tout pays importateur, dans les délais que le Conseil prescrit. Toute décision sujette de laquelle il n'est pas présenté de demander de réexamen dans les délais prescrits lie tous les pays membres.
- 6) Afin de permettre au Conseil de s'acquitter de ses fonctions en vertu de la présente Convention, les pays membres s'engagent à mettre à sa disposition et à lui fournir les statistiques et les renseignements dont il a besoin.

ARTICLE 27

Voix

- 1) Les pays exportateurs détiennent ensemble 1.000 voix et les pays importateurs détiennent ensemble 1.000 voix.
- 2) Au début de la première session du Conseil réunie en vertu de la présente Convention, les pays exportateurs qui ont déposé, à la date de cette session, des instruments de ratification, d'acceptation, d'approbation ou d'adhésion ou des déclarations d'application provisoire divisent entre eux les voix des pays exportateurs de la manière dont ils décident et les pays importateurs remplissant la même condition divisent leurs voix de la même façon.
- 3) Tout pays exportateur peut autoriser un autre pays exportateur, et tout pays importateur peut autoriser un autre pays importateur, à représenter ses

intérêts et à exercer son droit de vote à une ou à plusieurs réunions du Conseil. Une preuve suffisante de cette autorisation est présentée au Conseil.

4) Si, à la date d'une réunion du Conseil, un pays importateur ou un pays exportateur n'est pas représenté par un délégué accrédité et n'a pas habilité un autre pays à exercer son droit de vote conformément au paragraphe 3) du présent article, ou si, à la date d'une réunion, un pays, en vertu d'une disposition de la présente Convention, est déchu de son droit de vote, a perdu son droit de vote ou l'a recouvré, le total des voix que peuvent exprimer les pays exportateurs est ajusté à un chiffre égal à celui du total des voix que peuvent exprimer les pays importateurs à cette réunion et est redistribué entre les pays exportateurs en proportion des voix qu'ils détiennent.

5) Toutes les fois qu'un pays devient partie à la présente Convention ou cesse de l'être après la date de la session du Conseil dont il est question au paragraphe 2) du présent article, le Conseil redistribue les voix des autres pays exportateurs ou importateurs, selon le cas, proportionnellement au nombre de voix détenues par chacun de ces pays ou, en ce qui concerne les pays exportateurs, de toute autre manière dont il est décidé.

6) Tout pays membre dispose d'au moins une voix; il n'y a pas de fraction de voix.

ARTICLE 28

Siège, sessions et quorum

- 1) Le siège du Conseil est Londres, sauf décision contraire du Conseil.
- 2) Le Conseil se réunit au cours de chaque année agricole au moins une fois par semestre et à tous autres moments sur décision du Président, ou comme l'exigent les dispositions de la présente Convention.
- 3) Le Président convoque une session du Conseil si la demande lui en est faite :
 - a) par cinq pays, ou b) par un ou plusieurs pays détenant au total au moins dix pour cent de l'ensemble des voix, ou c) par le Comité exécutif.

4) A toute réunion du Conseil, la présence de délégués possédant, avant tout ajustement du nombre des voix en vertu de l'article 27, la majorité des voix détenues par les pays exportateurs et la majorité des voix détenues par les pays importateurs est nécessaire pour constituer le quorum.

ARTICLE 29

Décisions

- 1) Sauf disposition contraire de la présente Convention, les décisions du Conseil seront prises à la majorité des voix exprimées par les pays exportateurs et à la majorité des voix exprimées par les pays importateurs, comptées séparément.
- 2) Tout pays membre s'engage à considérer comme ayant force obligatoire toutes les décisions prises par le Conseil en vertu des dispositions de la présente Convention.

ARTICLE 30

Comité exécutif

- 1) Le Conseil établit un Comité exécutif. Ce Comité exécutif est composé de quatre pays exportateurs au plus, élus tous les ans par les pays exportateurs, et de huit pays importateurs au plus, élus tous les ans par les pays importateurs. Le Conseil nomme le président du Comité exécutif et peut nommer un vice-président.
- 2) Le Comité exécutif est responsable devant le Conseil et fonctionne sous la direction générale du Conseil. Il a les pouvoirs et fonctions qui lui sont expressément assignés par la présente Convention et tels autres pouvoirs et fonctions que le Conseil peut lui déléguer en vertu du paragraphe 5) de l'article 26.

- 3) Les pays exportateurs siégeant au Comité exécutif ont le même nombre total de voix que les pays importateurs. Les voix des pays exportateurs siégeant au Comité exécutif sont réparties entre eux de la façon qu'ils décident, à condition qu'aucun de ces pays exportateurs ne détienne plus de quarante pour cent du total des voix de ces pays exportateurs. Les voix des pays importateurs siégeant au Comité exécutif sont réparties entre eux de la façon qu'ils décident, à condition qu'aucun de ces pays importateurs ne détienne plus de quarante pour cent du total des voix de ces pays importateurs.
- 4) Le Conseil fixe les règles de procédure de vote au sein du Comité exécutif et adopte les autres clauses qu'il juge utile d'insérer dans le règlement intérieur du Comité exécutif. Une décision du Comité exécutif doit être prise à la même majorité des voix que celle que la présente Convention prévoit pour le Conseil lorsque celui-ci prend une décision sur une question semblable.
- 5) Tout pays exportateur ou tout pays importateur qui n'est pas membre du Comité exécutif peut participer, sans droit de vote, à la discussion de toute question dont est saisi le Comité exécutif, chaque fois que celui-ci considère que les intérêts de ce pays sont en cause.

ARTICLE 31

Comité d'examen des prix

- 1) Le Conseil établit un Comité d'examen des prix composé de 13 membres au maximum. Les membres de ce Comité comprennent la Communauté économique européenne et au moins cinq autres pays importateurs et cinq autres pays exportateurs, choisis respectivement chaque année par les pays importateurs et par les pays exportateurs. De la même manière s'effectue le choix des deux autres pays, un importateur et un exportateur. Le Conseil nomme le président du Comité et peut nommer un vice-président.

- 2) Tout pays membre qui ne fait pas partie du Comité peut participer à la discussion de toute question dont est saisi le Comité chaque fois que ce dernier considère que les intérêts du pays en question sont directement en jeu.
- 3) Le Comité d'examen des prix exerce les pouvoirs et les fonctions qui lui sont expressément dévolus en vertu de la présente Convention, ainsi que les pouvoirs et les fonctions dont le Conseil peut lui déléguer l'exercice en vertu du paragraphe 5) de l'article 26.
- 4) Le Comité formule ses conclusions par voie d'accord. On considère que le Comité s'est mis d'accord sur une question soumise à son examen si aucun membre du Comité directement intéressé à cette question ne conteste ses conclusions. On considère qu'une conclusion est contestée si le pays qui ne la juge pas recevable annonce son intention de porter la question devant le Conseil.
- 5) Les conclusions du Comité sont communiquées à tous les pays membres.
- 6) Si le Comité n'arrive pas à se mettre d'accord, le Conseil est convoqué. Toutes les décisions du Conseil ayant trait à des questions soulevées par le Comité d'examen des prix sont prises à la majorité des deux tiers des voix exprimées par les pays exportateurs et à la majorité des deux tiers des voix exprimées par les pays importateurs, comptées séparément.
- 7) Le Comité d'examen des prix établit un Sous-Comité des prix composé de représentants de quatre pays exportateurs au plus et de quatre pays importateurs au plus. Les pays membres tiennent particulièrement compte des qualifications techniques des représentants qu'ils désignent. Le Président du Sous-Comité est désigné par le Conseil.
- 8) Le Sous-Comité des prix apporte son concours au Secrétariat pour procéder à un examen permanent des prix du marché du blé et pour calculer les

prix minima et maxima, conformément aux dispositions de la présente Convention. Le Sous-Comité donne un avis technique au Comité d'examen des prix et au Conseil, conformément aux articles pertinents de la présente Convention, ainsi que sur d'autres questions qui pourraient lui être soumises par le Comité ou par le Conseil. Le Sous-Comité doit notamment informer immédiatement le Secrétaire exécutif toutes les fois qu'à son avis un pays exportateur offre de vendre du blé à des pays importateurs à un prix se rapprochant du prix maximum. Dans l'exercice des fonctions qui lui sont dévolues en vertu du présent paragraphe, le Sous-Comité tient compte des représentations faites par tout pays membre.

ARTICLE 32

Secrétariat

- 1) Le Conseil dispose d'un Secrétariat composé d'un Secrétaire exécutif, qui est son plus haut fonctionnaire, et du personnel nécessaire aux travaux du Conseil et de ses comités.
- 2) Le Conseil nomme le Secrétaire exécutif qui est responsable de l'accomplissement des tâches dévolues au Secrétariat pour l'administration de la présente Convention et de telles autres tâches qui lui sont assignées par le Conseil et ses comités.
- 3) Le personnel est nommé par le Secrétaire exécutif conformément aux règles établies par le Conseil.
- 4) Il est imposé comme condition d'emploi au Secrétaire exécutif et au personnel de ne pas détenir d'intérêt financier ou de renoncer à tout intérêt financier dans le commerce du blé, et de ne solliciter ni recevoir d'un gouvernement ou d'une autorité extérieure au Conseil des instructions relatives aux fonctions qu'ils exercent aux termes de la présente Convention.

ARTICLE 33Priviléges et immunité

- 1) Le Conseil jouit sur le territoire de chacun des pays membres, dans la mesure compatible avec les lois du pays, de la capacité juridique nécessaire à l'exercice des fonctions que lui confère la présente Convention.
- 2) Le gouvernement du territoire où est situé le siège du Conseil (ci-après désigné sous le nom de "gouvernement hôte") conclut avec le Conseil un accord international relatif au statut, aux priviléges et aux immunités du Conseil, de son Secrétaire exécutif, de son personnel et des représentants des pays membres qui participeront aux réunions convoquées par le Conseil.
- 3) L'accord envisagé au paragraphe 2) du présent article sera indépendant de la présente Convention. Il prendra cependant fin :
 - a) si un accord est conclu entre le gouvernement hôte et le Conseil;
 - b) dans le cas où le siège du Conseil n'est plus situé sur le territoire du gouvernement en question, ou
 - c) dans le cas où le Conseil cesse d'exister.
- 4) En attendant l'entrée en vigueur de l'accord envisagé au paragraphe 2) du présent article, le gouvernement hôte continuera à accorder une exemption d'impôts sur les avoirs, le revenu et les autres biens du Conseil et sur les appointements payés par le Conseil à son personnel autre que les ressortissants du pays membre sur le territoire duquel se trouve le siège du Conseil.

ARTICLE 34Dispositions financières

- 1) Les dépenses des délégations au Conseil et des représentants à ses comités et sous-comités sont à la charge des gouvernements représentés. Les autres dépenses qu'entraîne l'application de la présente Convention sont

couvertes par voie de cotisations annuelles des pays exportateurs et des pays importateurs. La cotisation de chacun de ces pays pour chaque année agricole est fixée en proportion du nombre de voix qu'il détient par rapport au total des voix détenues par les pays exportateurs et les pays importateurs au début de ladite année agricole.

2) Au cours de la première session qui suit l'entrée en vigueur de la présente Convention, le Conseil vote son budget pour la période se terminant le 30 juin 1969 et fixe la cotisation de chaque pays exportateur et de chaque pays importateur.

3) Le Conseil, lors d'une des sessions qu'il tient au cours du second trimestre de chaque année agricole, vote son budget pour l'année agricole suivante et fixe la cotisation de chaque pays exportateur et de chaque pays importateur pour ladite année agricole.

4) La cotisation initiale de tout pays exportateur et de tout pays importateur qui adhère à la présente Convention conformément aux dispositions du paragraphe 2) de l'article 38 est fixée par le Conseil sur la base du nombre de voix qui lui seront attribuées et de la période restant à courir dans l'année agricole; toutefois, les cotisations fixées pour les autres pays exportateurs et pour les autres pays importateurs au titre de l'année agricole en cours ne sont pas modifiées.

5) Les cotisations sont exigibles dès leur fixation. Tout pays exportateur ou tout pays importateur qui omet de régler le montant de sa cotisation dans l'année qui en suit la fixation perd son droit de vote jusqu'à ce qu'il se soit acquitté de ladite cotisation, mais il n'est pas relevé des obligations que lui impose la présente Convention ni privé des autres droits que cette dernière lui confère, à moins que le Conseil n'en décide ainsi.

6. Le Conseil publie, au cours de chaque année agricole, un état vérifié des recettes encaissées et des dépenses engagées au cours de l'année agricole précédente.

7) Le Conseil prend, avant sa dissolution, toutes dispositions en vue du règlement de son passif et de l'affectation de son actif et de ses archives.

ARTICLE 35

Coopération avec les autres organisations intergouvernementales

1) Le Conseil peut prendre toutes dispositions utiles pour assurer l'échange d'informations et la coopération nécessaires avec les organes compétents et les institutions spécialisées des Nations Unies, ainsi qu'avec d'autres organisations intergouvernementales.

2) Si le Conseil constate qu'une disposition quelconque de la présente Convention présente une incompatibilité de fond avec telles obligations que l'Organisation des Nations Unies, ses organes compétents et ses institutions spécialisées peuvent établir en matière d'accords intergouvernementaux sur les produits de base, cette incompatibilité est censée nuire au bon fonctionnement de la présente Convention et la procédure prescrite aux paragraphes 3, 4) et 5) de l'article 41 est appliquée.

QUATRIÈME PARTIE - DISPOSITIONS FINALES

ARTICLE 36

Signature

La présente Convention est ouverte à Washington, du 15 octobre 1967 au 30 novembre 1967 inclusivement, à la signature :

- a) des Gouvernements de l'Argentine, de l'Australie, du Canada, du Danemark, des Etats-Unis d'Amérique, de la Finlande, du Japon, de la Norvège, du Royaume-Uni, de la Suède, de la Suisse, ainsi qu'à celle de la Communauté économique européenne et de ses Etats membres, sous réserve qu'ils signent aussi bien la présente Convention que la Convention relative à l'aside alimentaire;
- b) des autres gouvernements nommés aux annexes A et B s'ils le désirent.

ARTICLE 37

Ratification, acceptation ou approbation

La présente Convention est soumise à la ratification, à l'acceptation ou à l'approbation de chacune des parties signataires conformément à leurs procédures constitutionnelles ou institutionnelles, sous réserve que tout gouvernement invité à signer la Convention relative à l'aside alimentaire, condition pour la signature de la présente Convention, ratifie, accepte ou approuve également la Convention relative à l'aside alimentaire. Les instruments de ratification, d'acceptation ou d'approbation seront déposés auprès du Gouvernement des Etats-Unis d'Amérique au plus tard le 17 juin 1968, étant entendu que le Conseil peut accorder une ou plusieurs prolongations de délai à tout signataire qui n'aura pas déposé son instrument de ratification, d'acceptation ou d'approbation à cette date.

ARTICLE 36

Adhésion

- 1) La présente Convention est ouverte à l'adhésion :
 - a) de la Communauté économique européenne et de ses Etats membres et de tout autre gouvernement nommé à l'alinéa a) de l'article 36, sous réserve que ce gouvernement adhère également à la Convention relative à l'aide alimentaire;
 - b) des autres gouvernements aux annexes A et B.

Les instruments d'adhésion prévus au présent paragraphe seront déposés au plus tard le 17 juin 1968, étant entendu que le Conseil peut accorder une ou plusieurs prolongations de délai à tout gouvernement qui n'aura pas déposé son instrument d'adhésion à cette date.

- 2) Le Conseil peut, à la majorité des deux tiers des voix exprimées par les pays exportateurs et des deux tiers des voix exprimées par les pays importateurs, approuver l'adhésion à la présente Convention du gouvernement de tout Membre de l'Organisation des Nations Unies ou des institutions spécialisées dans les conditions que le Conseil jugera appropriées.
- 3) Si un gouvernement qui n'est pas nommé aux annexes A ou B sollicite son adhésion à la présente Convention avant sa entrée en vigueur, et que le Conseil décide de recevoir cette demande d'adhésion et de lui donner suite conformément aux dispositions du présent article, l'approbation et les conditions dont le Conseil sera convenu auront la même valeur, en vertu de la présente Convention, que si ces décisions avaient été prises par le Conseil en vertu de ledit Convention après son entrée en vigueur.
- 4) L'adhésion a lieu par le dépôt d'un instrument d'adhésion auprès du Gouvernement des Etats-Unis d'Amérique.

5) Lorsqu'il est fait mention, aux fins de l'application de la présente Convention, des pays nommés aux annexes A ou B, tout pays dont le gouvernement a adhéré à la présente Convention dans les conditions prescrites par le Conseil conformément au paragraphe 2 du présent article sera considéré comme figurant dans l'annexe appropriée.

ARTICLE 39

Application provisoire

La Communauté économique européenne et ses Etats membres, ainsi que tout autre gouvernement d'un pays nommé à l'alinéa a) de l'article 36, peuvent déposer auprès du Gouvernement des Etats-Unis d'Amérique une déclaration d'application provisoire de la présente Convention, à condition qu'ils déposent aussi une déclaration d'application provisoire de la Convention relative à l'aide alimentaire. Tout autre gouvernement remplissant les conditions nécessaires pour signer la présente Convention ou dont la demande d'adhésion est approuvée par le Conseil peut aussi déposer auprès du Gouvernement des Etats-Unis d'Amérique une déclaration d'application provisoire. Tout gouvernement déposant une telle déclaration applique provisoirement la présente Convention et il est considéré provisoirement comme partie à ladite Convention; toutefois, tout gouvernement nommé à l'alinéa a) de l'article 36 n'est considéré provisoirement comme partie à la présente Convention que tant qu'il applique provisoirement la Convention relative à l'aide alimentaire.

ARTICLE 40

Entrée en vigueur

1) La présente Convention entre en vigueur, pour les gouvernements qui auront déposé des instruments de ratification, d'acceptation, d'approbation ou d'adhésion, dans les conditions suivantes :

- a) le 18 juin 1968 pour toutes les dispositions autres que les articles 4 à 10;
- b) le 1er juillet 1968 pour les articles 4 à 10, sous réserve que la Communauté économique européenne et ses Etats membres, ainsi que tous les autres gouvernements nommés à l'alinéa a) de l'article 36, aient déposé le 17 juin 1968 au plus tard de tels instruments ou une déclaration d'application provisoire et que la Convention relative à l'aide alimentaire entre en vigueur le 1er juillet 1968.
- 2) La présente Convention entre en vigueur pour tout gouvernement qui dépose un instrument de ratification, d'acceptation, d'approbation ou d'adhésion après le 17 juin 1968 à la date dudit dépôt, étant entendu qu'aucune des parties de la Convention n'entrera en vigueur pour ce gouvernement avant que cette partie n'entre en vigueur pour d'autres gouvernements en vertu des paragraphes 1) ou 3) du présent article.
- 3) Si la présente Convention n'entre pas en vigueur conformément aux dispositions du paragraphe 1) du présent article, les gouvernements qui auront déposé des instruments de ratification, d'acceptation, d'approbation ou d'adhésion ou des déclarations d'application provisoire pourront décider d'un commun accord qu'elle entrera en vigueur entre les gouvernements qui ont déposé des instruments de ratification, d'acceptation, d'approbation ou d'adhésion, à condition que la Convention relative à l'aide alimentaire entre en vigueur à la date à laquelle toutes les dispositions de la présente Convention entreront en vigueur pour la première fois, ou bien pourront prendre toutes autres mesures que la situation leur paraîtra exiger.
- 4) Avant l'entrée en vigueur de la présente Convention, le Conseil peut déterminer pour tout pays, en accord avec ce dernier, le pourcentage visé au paragraphe 2) de l'article 4 conformément aux dispositions de ce paragraphe et,

lors de la première session qu'il tiendra après l'entrée en vigueur d'une partie, quelle qu'elle soit, de la présente Convention, il déterminera de la même façon le pourcentage correspondant pour tout pays membre pour lequel un pourcentage n'aura pas encore été déterminé.

ARTICLE 41

Durée, amendement et retrait

- 1) La présente Convention reste en vigueur jusqu'au 30 juin 1971 inclusivement.
- 2) Le Conseil adresse aux pays membres, au moment qu'il juge opportun, ses recommandations concernant le renouvellement ou le remplacement de la présente Convention. Le Conseil peut inviter tout gouvernement d'un Etat Membre de l'Organisation des Nations Unies ou des institutions spécialisées, non partie à la présente Convention mais ayant un intérêt substantiel dans le commerce international du blé, à participer à toute discussion qu'il engage en vertu du présent paragraphe.
- 3) Le Conseil peut recommander aux pays membres un amendement à la présente Convention.
- 4) Le Conseil peut fixer le délai dans lequel tout pays membre notifie au Gouvernement des Etats-Unis d'Amérique son acceptation ou son rejet de l'amendement. L'amendement prend effet dès son acceptation par les pays exportateurs détenant les deux tiers des voix des pays exportateurs et par les pays importateurs détenant les deux tiers des voix des pays importateurs.
- 5) Tout pays membre qui n'a pas notifié au Gouvernement des Etats-Unis d'Amérique son acceptation d'un amendement à la date à laquelle celui-ci prend effet peut, après avoir donné par écrit au Gouvernement des Etats-Unis d'Amérique l'avis de retrait que le Conseil peut exiger dans chaque cas, se

retirer de la présente Convention à la fin de l'année agricole en cours, mais il n'est de ce fait relevé d'aucune des obligations résultant de la présente Convention et non exécutées avant la fin de ladite année agricole. Tout pays qui se retire ainsi n'est pas lié par les dispositions de l'amendement qui a provoqué son retrait.

6) Tout pays membre qui considère que ses intérêts sont gravement lésés par la non-participation à la présente Convention d'un gouvernement nommé à l'alinéa a) de l'article 36 peut se retirer de la présente Convention en donnant par écrit un avis de retrait au Gouvernement des Etats-Unis d'Amérique avant le 1er juillet 1968. Si une prolongation de délai a été accordée par le Conseil en vertu de l'article 37 ou 38, l'avis de retrait conformément au présent paragraphe peut être donné dans les quatorze jours qui suivent l'expiration de la prolongation.

7) Tout pays membre qui considère que sa sécurité nationale est mise en danger par l'ouverture d'hostilités peut se retirer de la présente Convention en donnant par écrit un préavis de retrait de trente jours au Gouvernement des Etats-Unis d'Amérique, ou peut s'adresser d'abord au Conseil pour lui demander d'être relevé de tout ou partie des obligations qu'il assume en vertu de la présente Convention.

8) Tout pays exportateur qui considère que ses intérêts sont gravement lésés par le retrait de la présente Convention d'un pays importateur détenant au moins 50 voix, ou tout pays importateur qui considère que ses intérêts sont gravement lésés par le retrait de la présente Convention d'un pays exportateur détenant au moins 50 voix, peut se retirer de la présente Convention en donnant par écrit un avis de retrait au Gouvernement des Etats-Unis d'Amérique dans les quatorze jours qui suivent le retrait du pays dont le départ est considéré comme étant la cause de ce grave préjudice.

ARTICLE 42

Application territoriale

- 1) Tout gouvernement peut, au moment où il signe ou ratifie, accepte, approuve, applique provisoirement la présente Convention ou y adhère, déclarer que ses droits et obligations en vertu de la présente Convention ne s'appliquent pas à l'un quelconque ou à l'ensemble des territoires non métropolitains dont il assure la représentation internationale.
- 2) A l'exception des territoires au sujet desquels une déclaration a été faite conformément aux dispositions du paragraphe 1) du présent article, les droits et obligations que tout gouvernement assume en vertu de la présente Convention s'appliquent à tous les territoires non métropolitains dont ce gouvernement assure la représentation internationale.
- 3) Tout gouvernement peut, à tout moment après sa ratification, son acceptation, son approbation ou son application provisoire de la présente Convention, ou son adhésion à ladite Convention, déclarer par notification au Gouvernement des Etats-Unis d'Amérique que les droits et obligations qu'il a assumés aux termes de la présente Convention s'appliquent à l'un quelconque ou à l'ensemble des territoires non métropolitains au sujet desquels il a fait une déclaration conformément aux dispositions du paragraphe 1) du présent article.
- 4) Tout gouvernement peut, par notification adressée au Gouvernement des Etats-Unis d'Amérique, retirer de la présente Convention l'un quelconque ou l'ensemble des territoires non métropolitains dont il assure la représentation internationale.
- 5) Aux fins de la détermination des quantités de base, conformément à l'article 15, et de la redistribution des voix, conformément à l'article 27, toute modification apportée à l'application de la présente Convention en vertu du

présent article est considérée comme une modification apportée à la participation à la présente Convention, pour autant que les circonstances le requièrent.

ARTICLE 43

Notification par l'autorité dépositaire

Le Gouvernement des Etats-Unis d'Amérique, en sa qualité d'autorité dépositaire, notifiera à tous les gouvernements signataires et adhérents toute signature, toute ratification, toute acceptation, toute approbation, toute application provisoire de la présente Convention et toute adhésion à ladite Convention, ainsi que toute notification et tout préavis reçus conformément aux dispositions des articles 41 et 42.

ARTICLE 44

Rapports entre le Préambule et la Convention

La présente Convention comprend le Préambule de l'Arrangement international sur les céréales de 1967.

EN FOI DE QUOI les soussignés, dûment autorisés à cet effet par leurs gouvernements respectifs, ont signé la présente Convention aux dates figurant en regard de leur signature.

Les textes de la présente Convention en langues anglaise, espagnole, française et russe font également foi. Les originaux seront déposés dans les archives du Gouvernement des Etats-Unis d'Amérique, qui en transmettra des copies certifiées conformes à tous les gouvernements signataires et adhérents

ANNEXE A

Argentine
Australie
Canada
Communauté économique européenne
Espagne
Etats-Unis d'Amérique
Grèce
Mexique
Suède
Union des Républiques socialistes soviétiques

ANNEKE B

Afghanistan
Afrique du Sud
Algérie
Arabie Saoudite
Autriche
Barbade
Bolivie
Brésil
Bulgarie
Ceylan
Chili
Colombie
Communauté économique européenne
Costa Rica
Cuba
Danemark
El Salvador
Equateur
Finlande
Ghana
Guatemala
Haïti
Inde
Indonésie
Iran
Irlande

Islande
Israël
Japon
Liban
Libye
Malaisie
Nigéria
Norvège
Nouvelle-Zélande
Pakistan
Panama
Pérou
Philippines
Pologne
Portugal
République arabe syrienne
République arabe unie
République de Corée
République de Saint-Marin
République Dominicaine
République du Viet-Nam
Rhodésie du Sud
Roumanie
Royaume des Pays-Bas (en ce qui concerne les intérêts des Antilles néerlandaises et du Surinam)
Royaume-Uni
Samoa-Occidental

Sierra Leone

Suisse

Tchécoslovaquie

Trinité et Tobago

Tunisie

Turquie

Uruguay

Vatican (Cité du)

Venezuela

Yougoslavie

ACUERDO INTERNACIONAL SOBRE LOS CEREALES, 1967

PREAMBULO

Los signatarios del presente Acuerdo,

Considerando que el Convenio Internacional del Trigo de 1949 fue revisado, renovado o prorrogado en 1953, 1956, 1959, 1962, 1965, 1966 y 1967,

Considerando que las disposiciones económicas de fondo del Convenio del Trigo de 1962 expiraron el 31 de julio de 1967, que las disposiciones administrativas del mismo Convenio expiran el 31 de julio de 1968, o en una fecha anterior que habrá de fijar el Consejo Internacional del Trigo, y que es conveniente concertar un Acuerdo por un nuevo período,

Considerando que los gobiernos de Argentina, Australia, Canadá, Dinamarca, Estados Unidos de América, Finlandia, Japón, Noruega, Reino Unido, Suecia y Suiza, así como la Comunidad Económica Europea y sus Estados miembros se comprometieron, el 30 de junio de 1967, a concertar un Acuerdo sobre los Cereales, con la base más amplia posible, en el que se incluyeran disposiciones sobre el comercio del trigo y sobre la ayuda alimentaria, a trabajar activamente con miras a la pronta conclusión de las negociaciones y, una vez concluidas éstas, a robar lo antes posible la aprobación del Acuerdo de conformidad con su procedimiento constitucional e institucional lo antes posible,

Considerando que estos Gobiernos, así como la Comunidad Económica Europea y sus Estados miembros, de conformidad con esos compromisos recíprocos contraídos anteriormente, firmarán, tanto el Convenio sobre el Comercio del Trigo como el Convenio sobre la Ayuda Alimentaria y que otros gobiernos tendrán la posibilidad de adherirse a uno cualquiera de esos Convenios o a ambos,

Han convenido que el presente Acuerdo Internacional sobre los Cereales 1967 comprende dos instrumentos jurídicos, por una parte un Convenio sobre el Comercio del Trigo y por otra un Convenio sobre la Ayuda Alimentaria, y que ambos Convenios o uno cualquiera de ellos, en su caso, sean presentados para la firma y para la ratificación, aceptación o aprobación de conformidad con sus procedimientos constitucionales o institucionales respectivos, a los gobiernos interesados, así como a la Comunidad Económica Europea y a los Estados miembros de ella.

CONVENIO SOBRE EL COMERCIO DEL TRIGOPARTE I - DISPOSICIONES GENERALES

ARTICULO 1

Finalidades

Las finalidades de este Convenio son:

- a) Garantizar suministros de trigo y de harina de trigo a los países importadores y mercados para el trigo y la harina de trigo a los países exportadores, a precios equitativos y estables;
- b) Fomentar el desarrollo del comercio internacional de trigo y de harina de trigo y lograr que este comercio sea lo más libre posible, en interés tanto de los países exportadores como de los países importadores, para contribuir así al desarrollo de los países cuya economía depende de la venta comercial de trigo; y
- c) Favorecer de modo general la cooperación internacional en lo referente a los problemas mundiales del trigo, reconociendo la relación existente entre el comercio del trigo y la estabilidad económica de los mercados de otros productos agrícolas.

ARTICULO 2

Definiciones

- 1) Para los bienes de este Convenio:
 - a) Por "saldo de las obligaciones de un país exportador" se entiende la cantidad de trigo que un país exportador está obligado a poner a disposición de los importadores, con arreglo al artículo 5, a precio que no excede del máximo, o sea, la diferencia, en la fecha de que se trate, entre su cantidad

básica en relación con los países importadores y las compras comerciales efectivas hechas en el país exportador por dichos países importadores durante el año agrícola;

- b) Por "saldo de los derechos de un país importador" se entiende la cantidad de trigo que ese país importador tiene derecho a comprar, con arreglo al artículo 5, a un precio que no excede del máximo, o sea, la diferencia, en la fecha de que se trate, entre su cantidad básica en relación con uno o más países exportadores, según el caso, y sus compras comerciales efectivas en esos países durante el año agrícola;
- c) Por "Bushel" se entiende, en el caso del trigo, 60 libras avoirdupois o 27,2155 kilogramos;
- d) Por "gastos de almacenamiento" se entiende los gastos por almacenaje, interés y seguro del trigo en espera de despacho;
- e) Por "trigo para semilla certificado" se entiende el trigo oficialmente certificado con arreglo a la costumbre del país de origen y que se ajuste a las normas de especificación reconocidas para el trigo para semilla en ese país;
- f) Por "c. y f." se entiende costos y flete;
- g) Por "Consejo" se entiende el Consejo Internacional del Trigo creado por el Convenio Internacional del Trigo de 1949 y mantenido por el artículo 25;
- h) El término "país" comprende a la Comunidad Económica Europea;
- i) Por "año agrícola" se entiende el período comprendido entre el 1º de julio y el 30 de junio;
- j) Por "cantidad básica" se entiende:
 - i) en el caso de un país exportador, el promedio de las compras comerciales anuales hechas en ese país por los países importadores, con arreglo a lo dispuesto en el artículo 15;

- ii) en el caso de un país importador, el promedio de las compras comerciales anuales hechas en los países exportadores o en un país exportador determinado, según el caso, con arreglo a lo dispuesto en el artículo 15; y comprende, dado el caso, todo ajuste que se haga en virtud del párrafo 1) del artículo 15;
- k) Por "trigo desnaturalizado" se entiende el trigo que ha sido desnaturalizado de modo que le hace impróprio para el consumo humano;
- l) Por "Comité Ejecutivo" se entiende el Comité creado en virtud del artículo 30;
- m) Por "país exportador" se entiende, según el caso:
 - i) el gobierno de un país enumerado en el Anexo A que ha ratificado, aceptado o aprobado el presente Convenio o se ha adherido a él y no se ha retirado del mismo; o
 - ii) ese mismo país y los territorios a los que se aplican los derechos y las obligaciones que su gobierno ha asumido en virtud del presente Convenio;
- n) Por "f.a.q." se entiende calidad media comercial;
- o) Por "f.o.b." se entiende franco a bordo;
- p) Por "cereales" se entiende trigo, centeno, cebada, avena, maíz y sorgo;
- q) Por "país importador" se entiende, según el caso:
 - i) el gobierno de un país enumerado en el Anexo B que ha ratificado, aceptado o aprobado el presente Convenio o se ha adherido a él y no se ha retirado del mismo; o
 - ii) ese mismo país y los territorios a los que se aplican los derechos y las obligaciones que su gobierno ha asumido en virtud del presente Convenio;
- r) Por "gastos de comercialización" se entiende todos los gastos ordinarios de comercialización, fletamiento y despacho;

- s) Por "precio máximo" se entiende los precios máximos indicados en los artículos 6 y 7, o determinados con arreglo a ellos, o uno de esos precios, según sea el caso;
- t) Por "declaración de precio máximo" se entiende una declaración hecha con arreglo al artículo 9;
- u) Por "país miembro" se entiende:
 - i) el gobierno de un país que ha ratificado, aceptado o aprobado el presente Convenio o se ha adherido a él y no se ha retirado del mismo; o
 - ii) ese mismo país y los territorios a los que se aplican los derechos y obligaciones que su gobierno ha asumido en virtud del presente Convenio;
- v) Por "tonelada métrica", o sea 1.000 kilogramos, se entiende, en el caso de trigo, 36,74371 bushels;
- w) Por "precio mínimo" se entiende los precios mínimos indicados en los artículos 6 y 7, o determinados con arreglo a ellos, o uno de esos precios, según sea el caso;
- x) Por "escalas de precios" se entiende los precios comprendidos entre el precio mínimo y el máximo indicados en los artículos 6 y 7, o determinados con arreglo a ellos, incluidos los precios mínimos pero excluidos los precios máximos;
- y) Por "Comité de Revisión de Precios" se entiende el Comité constituido con arreglo al artículo 31;
- z) i) por "compra" se entiende, conforme lo exija el contexto, la compra para la importación de trigo exportado o destinado a ser exportado por un país exportador o por un país que no sea exportador, según el caso, o la cantidad de ese trigo así comprada;
 - ii) por "venta" se entiende, conforme lo exija el contexto, la venta para la exportación de trigo importado o destinado a ser importado por un país

importador o por un país que no sea importador, según el caso o la cantidad de trigo así vendida;

- iii) cuando en el presente Convenio se haga referencia a una compra o una venta, se entenderá que se refiere no sólo a las compras o ventas concertadas entre gobiernos, sino también a las compras o ventas concertadas entre comerciantes particulares o entre un comerciante particular y el gobierno interesado. En esta definición se entenderá también por "gobierno" el de todo territorio al cual se apliquen, de conformidad con lo dispuesto en el artículo 42, los derechos y obligaciones correspondientes a todo gobierno que ratifique, acepte o apruebe el presente Convenio o se adhiera a él;
- aa) Por "Subcomité de Precios" se entiende el Subcomité constituido con arreglo al artículo 31;
- bb) Por "territorio", en relación con un país exportador o un país importador, se entiende todo territorio al cual, de conformidad con lo dispuesto en el artículo 42, se apliquen los derechos y las obligaciones que el gobierno de ese país ha asumido en virtud del presente Convenio;
- cc) Por "trigo" se entiende al trigo en grano, cualesquiera que sean su especificación, clase, tipo, grado o calidad y, excepto en el artículo 6, o cuando el contexto exija otra cosa, la harina de trigo.
- 2) Todos los cálculos sobre el equivalente en trigo de las compras de harina de trigo se basarán en el porcentaje de extracción indicado en el contrato entre el comprador y el vendedor. Si no se indica dicho porcentaje, se considerará que, para los efectos de dichos cálculos y a menos que el Consejo decida otra cosa, 72 unidades de peso de harina de trigo equivalen a 100 unidades de peso de trigo en grano.

ARTICULO 3**Compras comerciales y transacciones especiales**

- 1) Para los fines del presente Convenio, "compra comercial" es una compra tal como se define en el artículo 2, efectuada conforme a los procedimientos comerciales ordinarios del comercio internacional, excluidas las transacciones a que se refiere el párrafo 2) del presente artículo.
- 2) Para los fines del presente Convenio, "transacción especial" es aquella que, se haga o no conforme a la escala de precios, contiene características establecidas por el gobierno del país interesado que no concuerdan con las prácticas comerciales corrientes. Las transacciones especiales comprenden:
 - a) Las ventas a crédito en las que, como resultado de la intervención oficial, el tipo de interés, el plazo de pago, u otras condiciones conexas no concuerdan con los tipos, los plazos o las condiciones usuales para el comercio en el mercado mundial;
 - b) Las ventas en que los fondos necesarios para la compra de trigo se obtienen del gobierno del país exportador mediante un préstamo ligado a la compra de trigo;
 - c) Las ventas en moneda del país importador, que no sea transferible ni convertible en numerario o en mercancías de que se pueda disponer en el país exportador;
 - d) Las ventas efectuadas según acuerdos con disposiciones especiales de pagos que comprendan la compensación bilateral de los saldos acreedores mediante intercambio de mercancías, a menos que el país exportador y el país importador interesados acuerden que la venta será considerada como comercial;
 - e) Las operaciones de trueque
 - i) resultantes de la intervención de los gobiernos, en las que se intercambia trigo a precios diferentes de los prevalecientes en el mercado mundial, o

- ii) al amparo de un programa oficial de compras, salvo cuando la compra de trigo sea consecuencia de una operación de trueque en la que el país de destino final no esté mencionado en el contrato de trueque original;
 - f) Los donativos de trigo o las compras de trigo realizadas con cargo a un donativo en numerario concedido específicamente con ese fin por el país exportador;
 - g) Cualquier otra categoría de transacciones que contengan características introducidas por el gobierno de un país interesado y que no concuerden con las prácticas comerciales corrientes que el Consejo pueda establecer.
- 3) Cualquier cuestión planteada por el Secretario Ejecutivo o por un país exportador o importador sobre si una operación constituye una compra comercial, tal como se define en el párrafo 1) del presente artículo, o una transacción especial, tal como se define en el párrafo 2) del presente artículo, será decidida por el Consejo.

PARTE II - DISPOSICIONES COMERCIALES

ARTICULO 4

Compras comerciales y compromisos de suministro

- 1) Todo país miembro, al exportar trigo, se compromete a hacerlo a precios compatibles con la escala de precios.
- 2) Todo país miembro que importe trigo se compromete a hacer la mayor proporción posible de todas sus compras comerciales de trigo durante cualquier año agrícola a países miembros, salvo lo previsto más adelante en el párrafo 4). Esta proporción no será inferior al porcentaje establecido por el Consejo de acuerdo con el país interesado.
- 3) Salvo lo previsto en las demás disposiciones del presente Convenio, los países exportadores se comprometen mancomunadamente a poner el trigo de sus respectivos países a disposición de los países importadores, durante cualquier año agrícola, a precios comprendidos dentro de la escala de precios, en cantidades suficientes para satisfacer con regularidad y continuidad las necesidades comerciales de esos países.
- 4) En circunstancias extraordinarias, el Consejo puede eximir parcialmente a un país miembro del compromiso a que se refiere el párrafo 2) de este artículo, siempre que ese país presente al Consejo pruebas satisfactorias al efecto.
- 5) Todo país miembro que importe trigo de países no miembros se compromete a hacerlo a precios compatibles con la escala de precios.
- 6) Se considerará que los precios son compatibles con la escala de precios, cuando se ponga a disposición el trigo o se efectúen ventas y compras:
 - a) a los precios máximos que establece el artículo 6 o por encima de ellos, siempre que estas operaciones no infrinjan lo dispuesto en los artículos 5, 9 y 10, o
 - b) a precios compatibles con los precios mínimos que establece el artículo 6 o con las disposiciones relativas a la función de los precios mínimos, según se enumera en el artículo 8.

ARTICULO 5

Compras al precio máximo

- 1) Si el Consejo hace una declaración de precio máximo con respecto a un país exportador, este país pondrá a disposición de los países importadores, a un precio que no exceda del precio máximo, el saldo de sus obligaciones con dichos países en cuanto no se rebase el saldo de los derechos de cada país importador en relación con la totalidad de los países exportadores.
- 2) Si el Consejo hace una declaración de precio máximo con respecto a todos los países exportadores, mientras dicha declaración esté en vigor, cada país importador tendrá derecho:
 - a) a comprar a los países exportadores, a precios que no excedan el precio máximo, la cantidad correspondiente al saldo de sus derechos con respecto a la totalidad de los países exportadores; y
 - b) a comprar trigo de cualquier procedencia sin que ello suponga una infracción de lo dispuesto en el párrafo 2) del artículo 4.
- 3) Si el Consejo hace una declaración de precio máximo con respecto a uno o más países exportadores, pero no a todos, mientras dicha declaración esté en vigor, cada país importador tendrá derecho:
 - a) a comprar trigo, con arreglo al párrafo 1) del presente artículo, a ese país exportador o esos países exportadores, y a comprar a los demás países exportadores el saldo de sus necesidades comerciales a precios comprendidos dentro de la escala; y
 - b) a comprar trigo de cualquier procedencia sin que ello suponga una infracción de lo dispuesto en el párrafo 2) del artículo 4, hasta cubrir el saldo de sus derechos con respecto a ese país exportador o esos países exportadores en la fecha efectiva de la declaración, siempre que este saldo no sea mayor que el de sus derechos con respecto a la totalidad de los países exportadores.

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- 4) Las compras hechas por un país importador a un país exportador por encima del saldo de los derechos de dicho país importador en relación con la totalidad de los países exportadores no reducirán las obligaciones de ese país exportador con arreglo al presente artículo. El trigo comprado a un país importador por un segundo país importador y que se haya adquirido durante ese año agrícola de un país exportador se considerará como comprado a ese país exportador por el segundo país importador, siempre que con ello no se rebase el saldo de los derechos del segundo país importador con respecto a la totalidad de los países exportadores. Sin perjuicio de lo dispuesto en el artículo 19, lo previsto en la frase precedente sólo se aplicará a la harina de trigo cuando esta harina proceda del país exportador interesado.
- 5) Para determinar si un país importador ha respetado el porcentaje obligatorio fijado en el párrafo 2) del artículo 4, y sin perjuicio de las limitaciones del apartado b) del párrafo 2) y el apartado b) del párrafo 3) de este artículo, las compras efectuadas por ese país mientras esté en vigor una declaración de precio máximo:
- a) se tomarán en consideración si esas compras se han hecho a un país miembro, incluso si se trata de un país exportador respecto del cual se ha hecho la declaración, y
 - b) no se tendrán absolutamente en cuenta si esas compras se han hecho a un país no miembro.
- 6) El trigo que, de conformidad con lo dispuesto en el presente artículo, se ponga a disposición, tendrá que ser, en la medida de lo posible, del tipo y la calidad que permitan que en aquel año agrícola el comercio entre los dos países se efectúe conforme a lo que sea usual. Cuando sea necesario, las medidas para aplicar estas disposiciones serán concertadas de común acuerdo entre los países interesados.

ARTICULO 6

Precios del trigo

- 1) La tarifa de precios mínimo y máximo, f.o.b. puertos del Golfo de México, establecida para el período de vigencia del presente Convenio es la siguiente:

| | <u>Precio</u> <u>mínimo</u> | <u>Precio</u> <u>máximo</u> |
|---|--------------------------------|--------------------------------|
| (en dólares de los EE.UU. por <u>bushel</u>) | | |

Canadá

| | | |
|------------|-------|-------|
| Manitoba 1 | 1,95½ | 2,35½ |
| Manitoba 3 | 1,90 | 2,30 |

Estados Unidos

| | | |
|----------------------------------|------|------|
| Dark Northern Spring Nº 1, 14% | 1,63 | 2,23 |
| Hard Red Winter Nº 2 (ordinario) | 1,73 | 2,13 |
| Western White Nº 1 | 1,68 | 2,08 |
| Soft Red Winter Nº 1 | 1,60 | 2,00 |

Argentina

| | | |
|-----------------|------|------|
| Río de la Plata | 1,73 | 2,13 |
|-----------------|------|------|

Australia

| | | |
|--------|------|------|
| f.a.q. | 1,68 | 2,08 |
|--------|------|------|

Comunidad Económica Europea

| | | |
|----------|------|------|
| Standard | 1,50 | 1,90 |
|----------|------|------|

Suecia

| | |
|------|------|
| 1,50 | 1,90 |
|------|------|

Grecia

| | |
|------|------|
| 1,50 | 1,90 |
|------|------|

España

| | | |
|---------|------|------|
| Finos | 1,60 | 2,00 |
| Comunes | 1,50 | 1,90 |

- 2) Los precios mínimo y máximo para las variedades especificadas de trigo canadiense y estadounidense, f.o.b. puertos de la costa noreste del Pacífico, serán inferiores en 6 centavos a los precios señalados en el párrafo 1) del presente artículo.

- 3) Los precios mínimo y máximo del trigo mexicano, según muestra o descripción, f.o.b. puertos mexicanos del Pacífico o en la frontera mexicana del Pacífico o en la frontera mexicana, según el caso, serán de 1,55 y 1,95 dólares de los Estados Unidos por bushel, respectivamente.
- 4) Los precios mínimos previstos en este artículo podrán ajustarse de conformidad con lo dispuesto en los artículos 8 y 31.
- 5) Los precios mínimo y máximo del trigo australiano f.a.q., f.o.b. puertos de Australia, serán inferiores en 5 centavos al precio equivalente al precio c. y f. puertos del Reino Unido de los precios mínimo y máximo de la variedad de trigo Hard Red Winter Nº 2 (ordinario) de los Estados Unidos, f.o.b. puertos del Golfo de México, que se indican en el párrafo 1) del presente artículo, calculados sobre la base de las tarifas de transporte aplicadas en el momento de que se trate.
- 6) Los precios mínimo y máximo del trigo argentino, f.o.b. puertos de Argentina, con destino a puertos del Océano Pacífico y del Océano Índico, serán los precios equivalentes a los precios c. y f. Yokohama de los precios mínimo y máximo de la variedad de trigo Hard Red Winter Nº 2 (ordinario) de los Estados Unidos, f.o.b. puertos de la costa noroeste del Pacífico, indicados en el párrafo 2) del presente artículo, calculados sobre la base de las tarifas de transporte aplicadas en el momento de que se trate.
- 7) Los precios mínimo y máximo para
 - las variedades especificadas de trigo de los Estados Unidos, f.o.b. puertos estadounidenses del Atlántico, puertos de los Grandes Lagos y puertos canadienses del San Lorenzo,
 - las variedades especificadas de trigo canadiense, f.o.b. Fort William/Port Arthur, puertos del San Lorenzo, puertos del Atlántico y Port Churchill,
 - el trigo argentino, f.o.b. puertos de Argentina, con destino a puertos distintos de los señalados en el párrafo 6) del presente artículo,

serán los precios equivalentes a los precios c. y f. Amberg/Rotterdam de los precios mínimo y máximo indicados en el párrafo 1) del presente artículo, calculados a base de las tarifas de transporte aplicadas en el momento de que se trate.

6) Los precios mínimo y máximo del trigo standard de la Comunidad Económica Europea serán los precios equivalentes al precio c. y f. en el país de destino, o al precio c. y f. en un puerto apropiado para su entrega al país de destino, de los precios mínimo y máximo de la variedad de trigo estadounidense Hard Red Winter Nº 2 (ordinario), f.o.b. en los Estados Unidos, indicados en los párrafos 1) y 2) del presente artículo, calculados a base de las tarifas de transporte aplicadas en el momento de que se trate y haciendo los ajustes de precios correspondientes a las diferencias de calidad convenidas que se indican en la escala de equivalencias.

9) Los precios mínimo y máximo para el trigo sueco serán los precios equivalentes al precio c. y f. en el país de destino, o al precio c. y f. en un puerto apropiado para la entrega al país de destino, de los precios mínimo y máximo de la variedad de trigo estadounidense Hard Red Winter Nº 2 (ordinario), f.o.b. en los Estados Unidos, indicados en los párrafos 1) y 2) del presente artículo, calculados a base de las tarifas de transporte aplicadas en el momento de que se trate y haciendo los ajustes de precios correspondientes a las diferencias de calidad convenidas que se indican en la escala de equivalencias.

10) Los precios mínimo y máximo para el trigo griego serán los precios equivalentes al precio c. y f. en el país de destino, o al precio c. y f. en un puerto apropiado para su entrega al país de destino, de los precios mínimo y máximo de la variedad de trigo estadounidense Hard Red Winter Nº 2 (ordinario), f.o.b. en los Estados Unidos, que se señalan en los párrafos 1) y 2) del presente artículo, calculados a base de las tarifas de transporte aplicadas en el momento de que se trate y haciendo los ajustes de precios correspondientes a las diferencias de calidad convenidas que se indican en la escala de equivalencias.

- 11) Los precios mínimo y máximo para el trigo español serán los precios equivalentes al precio c. y f. en el país de destino, o al precio c. y f. en un puerto apropiado para la entrega al país de destino, de los precios mínimo y máximo de la variedad de trigo estadounidense Hard Red Winter Nº 2 (ordinario), f.o.b. en los Estados Unidos, que se señalan en los párrafos 1) y 2) del presente artículo, calculados a base de las tarifas de transporte aplicadas en el momento de que se trate y haciendo los ajustes de precios correspondientes a las diferencias de calidad convenidas que se indican en la escala de equivalencias.
- 12) Con respecto a otros trigos de los países que se mencionan en el párrafo 1) del presente artículo, se aplicarán los modos de cálculo de los precios mínimo y máximo que se indican en el párrafo 2) o las equivalencias de esos precios que se señalan en los párrafos 5) a 11) del presente artículo, en la misma forma en que se aplica a los trigos que se citan en dichos párrafos.
- 13) El Comité de Revisión de Precios, en consulta con el Subcomité de Precios, podrá:
 - a) determinar las equivalencias de los precios mínimo y máximo del trigo en lugares que no sean los indicados en los párrafos 1), 2) y 3) y en los párrafos 5) a 11) del presente artículo, y
 - b) fijar, basándose en el precio f.o.b. puertos estadounidenses del Golfo de México, los precios mínimo y máximo del trigo de cualquier especificación, clase, tipo, grado o calidad distintos de los mencionados en los párrafos 1) y 3) del presente artículo, siempre que la diferencia entre los precios mínimo y máximo así determinados sea de 40 centavos por bushel y que, tratándose de trigo de un país no mencionado en esos párrafos, el Comité proceda de conformidad con las disposiciones del apartado precedente, si no lo ha hecho ya con respecto a ese trigo.
- 14) Para cualquier trigo cuyos precios mínimo y máximo no se hayan fijado, éstos se calcularán provisionalmente, sobre la base f.o.b. puertos estadounidenses en el

Golfo de México, a partir de los precios mínimo y máximo del trigo de la especificación, clase, tipo, grado o calidad descritos en los párrafos 1) y 3) o con arreglo al apartado b) del párrafo 13) del presente artículo, que más se aproxime a aquel trigo, con la adición de la prima adecuada o la deducción del descuento correspondiente. El Comité de Revisión de Precios podrá fijar y ajustar esas primas o descuentos según las necesidades. El Comité de Revisión de Precios actuará de conformidad con este párrafo en cualquier reunión convocada con arreglo a los párrafos 1), 3) ó 6) del artículo 9.

15) Ningún precio mínimo o máximo f.o.b. puertos estadounidenses del Golfo de México, que se fije de acuerdo con lo estipulado en el apartado b) del párrafo 13) del presente artículo, deberá ser superior al precio mínimo o el precio máximo, respectivamente, del trigo Nº 1 Manitoba Northern que se especifica en el párrafo 1) del presente artículo.

16) La secretaría del Consejo, con la colaboración del Subcomité de Precios, calculará a intervalos regulares las equivalencias de los precios mínimo y máximo mencionadas en los párrafos 5) a 11) del presente artículo, teniendo en cuenta los costos de los transportes marítimos representativos de los medios de transporte generalmente utilizados y tomando la mejor base posible de comparación entre los puertos de que se trate.

17) A fin de comparar el precio de cualquier trigo cotizado en moneda que no sea la de los Estados Unidos con los precios mínimo y máximo o sus equivalencias, calculados tomando como base lo dispuesto en el presente artículo, dicho precio debe convertirse en moneda de los Estados Unidos al tipo corriente de cambio. Cualquier controversia sobre la conversión de precios será decidida por el Comité de Revisión de Precios.

18) Los precios mínimo y máximo y sus equivalencias no incluirán los gastos de almacenamiento y los gastos de comercialización que convengan el comprador y el vendedor, pero esos gastos de almacenamiento sólo podrán cargarse a cuenta del comprador después de una fecha convenida en el contrato de venta.

- 19) El trigo durum y el trigo para semilla certificado quedarán excluidos de las disposiciones relativas al precio máximo y el trigo desnaturalizado de las disposiciones sobre precios mínimos.
- 20) Sin perjuicio de lo dispuesto en el artículo 6, si un país miembro señala al Comité de Revisión de Precios que el cálculo de las equivalencias del precio mínimo o el precio máximo efectuado conforme a lo dispuesto en los párrafos 5) a 11) o el párrafo 13) del presente artículo ha dejado de ser equitativo a causa de las tarifas de transporte, el Comité examinará el asunto y, en consulta con el Subcomité de Precios, podrá efectuar los ajustes que considere oportunos.
- 21) Todas las decisiones que adopte el Comité de Revisión de Precios en virtud de los párrafos 13), 14), 17) ó 20) del presente artículo serán obligatorias para todos los países miembros, pero si alguno de ellos considera que cualquiera de esas decisiones le perjudica podrá pedir al Consejo que revise esa decisión.
- 22) Todo país del cual haya una o más variedades de trigo enumeradas en el presente artículo suministrará al Consejo, cada año agrícola, copia de las especificaciones, normas o descripciones oficiales vigentes, si las hubiere, relativas a esas variedades de trigo. A petición de la secretaría, los países que importan trigo suministrarán al Consejo las especificaciones, normas o descripciones oficiales vigentes, si las hubiere, relativas a las variedades de trigo no enumeradas en el presente artículo.

ARTICULO 7

Precios de la harina de trigo

- 1) Se estimará que las compras comerciales de harina de trigo se efectúan a precios en consonancia con los precios del trigo establecidos en el artículo 6 o determinados con arreglo a sus disposiciones, a menos que el Consejo reciba de cualquier país miembro una declaración en sentido contrario, acompañada de información justificativa, on

cuyo caso el Consejo, con la cooperación de los países interesados, estudiará la cuestión y decidirá si el precio corresponde o no al del trigo.

- 2) Si uno o varios países miembros juzgan que determinadas prácticas en materia de comercio internacional han alterado, en ciertos casos, la consonancia que debe existir entre los precios de la harina y los precios del trigo y consideran que esas prácticas han lesionado seriamente sus intereses, podrán pedir que se celebren consultas con el país miembro o los países miembros interesados.
- 3) El Consejo puede llevar a cabo, en colaboración con países miembros, estudios sobre la relación existente entre los precios de la harina y los precios del trigo.

ARTICULO 6

Función de los precios mínimos

La tarifa de precios mínimos tiene por objeto contribuir a la estabilidad del mercado al permitir que se determine si el nivel de precios en el mercado para un trigo determinado se encuentra o se aproxima al mínimo de la escala. Como las relaciones de precios entre diferentes tipos y calidades de trigo fluctúan según las circunstancias de la competencia, se prevén disposiciones para proceder a estudios y ajustes de los precios mínimos.

- 1) Si la secretaría del Consejo, en el curso de su estudio continuo de las condiciones del mercado, estima que se ha presentado o existe el peligro inminente de que se presente una situación que parezca poner en peligro los objetivos del presente Convenio por lo que respecta a las disposiciones sobre precios mínimos, o si cualquier país miembro señala a la atención de la secretaría del Consejo una situación de esta índole, el Secretario Ejecutivo convocará una reunión del Comité de Revisión de Precios en un plazo de dos días y lo comunicará simultáneamente a todos los países miembros.
- 2) El Comité de Revisión de Precios examinará la situación relativa a los precios con el fin de llegar a un acuerdo sobre las medidas que deben tomar los países miembros

participantes para restablecer la estabilidad de los precios y mantener éstos al nivel mínimo o a un nivel superior al mínimo, y cuando se haya llegado a un acuerdo lo comunicará al Secretario Ejecutivo junto con las medidas tomadas para restablecer la estabilidad del mercado.

3) Si transcurridos tres días de mercado el Comité de Revisión de Precios no pudiese llegar a un acuerdo sobre las medidas que deben tomarse para restablecer la estabilidad del mercado, el Presidente del Consejo convocará una reunión del mismo en un plazo de dos días para examinar qué otras medidas deben tomarse. Si después de tres días como máximo de estudio por el Consejo cualquier país miembro exportase u ofreciese trigo por debajo del precio mínimo determinado por el Consejo, éste decidirá si debe suspenderse la aplicación de disposiciones del presente Convenio y, en caso afirmativo, en qué medida.

4) Cuando, conforme a lo antes previsto, se haya ajustado un precio mínimo, este ajuste cesará cuando el Comité de Revisión de Precios o el Consejo consideren que han desaparecido las condiciones que hicieron necesario el ajuste.

ARTICULO 9

Declaraciones de precio máximo

1) El Secretario Ejecutivo, que en todo momento se mantendrá al tanto de los precios del trigo, convocará inmediatamente una reunión del Comité de Revisión de Precios cuando estime que se presenta una situación en la que un país exportador pone a disposición de los países importadores trigo a un precio que se aproxima al máximo, o cuando el Subcomité de Precios o cualquier país miembro le informe que, a su juicio, se ha presentado dicha situación. Si el Comité de Revisión de Precios acuerda que se ha producido esa situación, el Secretario Ejecutivo informará inmediatamente a todos los países miembros.

2) En cuanto un país exportador ponga a disposición de los países importadores trigo a precios no inferiores al precio máximo, ese país lo comunicará al Consejo. Cuando reciba dicha comunicación, el Secretario Ejecutivo, en nombre del Consejo, y salvo lo dispuesto en el párrafo 6) del presente artículo y en el párrafo 6) del artículo 16, hará una declaración al efecto, que en el presente Convenio se denomina declaración de precio máximo. Una vez hecha la declaración del precio máximo, el Secretario Ejecutivo la comunicará cuanto antes a todos los países miembros.

3) Al enviar la comunicación con arreglo al párrafo 2) del presente artículo, el país exportador

- a) cuando se trate de un trigo que haya sido objeto de la comunicación, pero cuyo precio máximo no haya sido fijado en el artículo 6, o no se haya determinado con arreglo a sus disposiciones, indicará lo que considera como precio máximo provisional, basándose en el precio f.o.b. puertos estadounidenses del Golfo de México, para esa variedad de trigo, y
- b) en el caso de todas las variedades del trigo que han sido objeto de la comunicación, indicará lo que según sus cálculos constituye el precio máximo en la fecha de la comunicación y en los puntos de los que suelen exportarse esas variedades de trigo,

y el Secretario Ejecutivo informará, en consecuencia, a todos los demás países miembros. Si un país miembro hace observar al Secretario Ejecutivo que algunos de los precios arriba mencionados no son los precios máximos de las variedades de trigo de que se trate, éste convocará inmediatamente una reunión del Comité de Revisión de Precios, que fijará, en consulta con el Subcomité de Precios, los precios máximos que han sido objeto de esa observación.

4) Tan pronto como un país exportador ponga nuevamente a disposición de los países importadores, a precios inferiores al precio máximo, la totalidad de su trigo, después de haber ofrecido ese trigo a precios no inferiores al precio máximo, ese país lo

comunicará al Consejo. Cuando el Secretario Ejecutivo reciba esa comunicación, dará por expirada, en nombre del Consejo, la declaración de precio máximo respecto de ese país, haciendo la nueva declaración al efecto, que comunicará cuanto antes a todos los países exportadores e importadores.

5) El Consejo establecerá en su reglamento las normas para la aplicación de los párrafos 2) y 4) del presente artículo y, en particular, las normas para la determinación de la fecha en que surtirá efecto toda declaración formulada en virtud del presente artículo.

6) Si, en cualquier momento, el Secretario Ejecutivo estima que un país exportador ha dejado de hacer la comunicación a quo se refieren los párrafos 2) ó 4) de este artículo o que la comunicación es inexacta y sin perjuicio, en este último caso, de las disposiciones de los párrafos 2) ó 4), convocará inmediatamente una reunión del Subcomité de Precios. Si en cualquier momento, el Secretario Ejecutivo estima que los hechos señalados en la comunicación enviada por un país exportador, de conformidad con el párrafo 2) de este artículo, no justifican una declaración de precio máximo, se abonará de hacer tal declaración, pero someterá el asunto al Subcomité de Precios en una reunión convocada inmediatamente con este fin. Si el Subcomité opina, en virtud del presente párrafo o de conformidad con el artículo 31, que debe hacerse o no debe hacerse una declaración con arreglo a los párrafos 2) ó 4) o que esa declaración es incorrecta, según sea el caso, el Comité de Revisión de Precios podrá, sin dilación, formular la declaración correspondiente, abstenerse de formularla o anular cualquier declaración hecha, según proceda. El Secretario Ejecutivo comunicará cuanto antes esa declaración o esa anulación a todos los países miembros.

7) Toda declaración hecha según este artículo especificará el año agrícola o los años agrícolas a quo se refiere y se aplicarán en consecuencia las disposiciones del presente Convenio.

8) Si un país exportador o un país importador estima que hubiera debido hacerse una declaración con arreglo al presente artículo o que no hubiera debido hacerse, según el caso, podrá presentar la cuestión ante el Consejo. Si el Consejo llega a la conclusión de que las observaciones del país interesado son fundadas, formulará una declaración o anulará la que se haya hecho, según corresponda.

9. Se considerará que toda declaración formulada con arreglo a los párrafos 2), 4) ó 6) del presente artículo, que sea anulada de conformidad con este artículo, ha estado plenamente en vigor hasta la fecha de su anulación y ésta no invalidará nada de lo hecho en virtud de dicha declaración antes de su anulación.

10. A los efectos del presente artículo, la palabra "trigo" no comprende el trigo durum ni el trigo para semilla certificado.

ARTICULO 10

Posición de la Comunidad Económica Europea

1) La Comunidad Económica Europea, que efectúa de modo regular y continuo operaciones de importación y de exportación en el mercado mundial, figura al mismo tiempo en el anexo A y en el anexo B del presente Convenio, como país exportador y como país importador, con todos los derechos y obligaciones correspondientes.

2) Sin embargo, en lo que se refiere a las obligaciones de la Comunidad Económica Europea como país exportador en una situación de declaración de precio máximo relativa al trigo de la Comunidad Económica Europea, ésta pondrá a disposición de los países importadores miembros del presente Convenio trigo a un precio que no sea superior al precio máximo. Además, la Comunidad Económica Europea deberá tomar todas las disposiciones necesarias, conforme a la reglamentación que es consecuencia de su política agrícola común, a fin de orientar, de manera equitativa, sus cantidades exportables hacia los países importadores miembros del presente Convenio.

ARTICULO 11

Ajustes en caso de cosecha insuficiente

- 1) Cualquier país exportador que por causa de una cosecha insuficiente tema verse imposibilitado de cumplir, en el curso de un año agrícola dado, las obligaciones del presente Convenio, lo comunicará tan pronto como sea posible al Consejo y lo pedirá que lo exima de una parte o de la totalidad de sus obligaciones durante dicho año agrícola. El Consejo atenderá sin demora toda petición que se le haga según este párrafo.
- 2) El Consejo, cuando examine la petición de exención a que se refiere este artículo, estudiará la situación de las existencias de dicho país exportador y la medida en que ha observado el principio según el cual debe poner trigo a disposición en la mayor medida posible para satisfacer las obligaciones que le incumben conforme al presente Convenio.
- 3) El Consejo, cuando examine la petición de un país de que se le conceda una exención en virtud del presente artículo, tendrá también en cuenta la importancia de que el país exportador observe el principio enunciado en el párrafo 2) de este artículo.
- 4) Si el Consejo estima que son fundadas las alegaciones de dicho país exportador, decidirá hasta qué punto y en qué condiciones será eximido de sus obligaciones en el año agrícola de que se trate. El Consejo comunicará su decisión a dicho país.
- 5) Si el Consejo decide que el país exportador sea eximido de la totalidad o de parte de sus obligaciones con arreglo al artículo 5 para el año agrícola correspondiente, el Consejo aumentará las obligaciones, representadas por las cantidades básicas, de los demás países exportadores en la medida que acepte cada uno de ellos. Si dichos aumentos no compensan la exención concedida conforme al párrafo 4) de este artículo, reducirá en la cuantía necesaria los derechos, representados por las cantidades básicas, de los países importadores en la medida que acepte cada uno de ellos.

- 6) Si la exención concedida en virtud del párrafo 4) de este artículo no pude compensarse enteramente con las medidas adoptadas según el párrafo 5), el Consejo reducirá proporcionalmente los derechos, representados por las cantidades básicas, de los países importadores, teniendo en cuenta las reducciones hechas según el párrafo 5).
- 7) Si, en virtud del párrafo 4) de este artículo, se reducen las obligaciones de un país exportador representadas por la cantidad básica, se considerará, a los efectos de establecer la cantidad básica de ese país y las de todos los países exportadores en los años agrícolas siguientes, como si la cantidad correspondiente a dicha reducción hubiera sido comprada a ese país exportador durante el año agrícola de que se trate. Teniendo en cuenta las circunstancias, el Consejo determinará si, con el objeto de fijar las cantidades básicas de los países importadores en los años agrícolas siguientes, como resultado de la aplicación de este párrafo, se debe efectuar algún ajuste y, de ser así, de qué manera.
- 8) Si, en virtud de los párrafos 5) ó 6) del presente artículo, se reducen los derechos de un país importador representados por la cantidad básica, para compensar la exención concedida a un país exportador según el párrafo 4), se considerará, para los efectos de determinar la cantidad básica de dicho país importador en los años agrícolas siguientes, como si la cantidad correspondiente a dicha reducción hubiera sido comprada a dicho país exportador en el año agrícola de que se trate.

ARTICULO 12

Ajustes cuando sea necesario salvaguardar la balanza de pagos o las reservas monetarias

- 1) Cualquier país importador que por la necesidad de salvaguardar su balanza de pagos o sus reservas monetarias tema verse imposibilitado de cumplir, en el curso de un año agrícola dado, las obligaciones del presente Convenio, lo notificará tan pronto

como sea posible al Consejo, y le pedirá que lo considere eximido de una parte o de la totalidad de sus obligaciones para dicho año agrícola. El Consejo atenderá sin demora toda petición que se le haga según este párrafo.

2) Si se hace una petición en virtud del párrafo 1) de este artículo, el Consejo solicitará, y tendrá en cuenta, con todos los hechos que estime pertinentes, la opinión del Fondo Monetario Internacional acerca de la existencia y la magnitud de la necesidad a que se refiere el párrafo 1), si la cuestión se refiere a un país miembro del Fondo.

3) El Consejo, cuando examine la petición de un país de que se le conceda una exención en virtud del presente artículo, tendrá en cuenta la importancia de que el país importador observe el principio de que deberá efectuar compras, en la mayor medida posible, para satisfacer las obligaciones que le incumben en virtud del presente Convenio.

4) Si el Consejo llega a la conclusión de que son fundadas las alegaciones del país importador interesado, decidirá hasta qué punto y en qué condiciones será eximido de sus obligaciones en el año agrícola de que se trate. El Consejo comunicará su decisión a dicho país.

ARTICULO 13

Ajuntas y compras adicionales en caso de grave necesidad

1) Si se presenta o hay peligro de que se presente una situación de grave necesidad en su territorio, un país importador podrá acudir al Consejo en demanda de ayuda para obtener abastecimientos de trigo. Con objeto de remediar la situación imprevista creada por la necesidad grave, el Consejo estudiará inmediatamente la petición y hará las recomendaciones pertinentes a los países exportadores y a los países importadores acerca de las medidas que habrán de adoptar.

- 2) El Consejo, al decidir las recomendaciones que proceda formular, respecto de la petición presentada por un país importador según el párrafo anterior, tendrá en cuenta, según convenga dadas las circunstancias, las compras comerciales efectivas hechas por ese país a los países miembros o la cuantía de sus obligaciones conforme al artículo 4 del presente Convenio.
- 3) Las medidas que adopte un país exportador o un país importador a consecuencia de una recomendación hecha en virtud del párrafo 1) del presente artículo no modificarán la cantidad básica de ningún país exportador o importador en los años agrícolas siguientes.

ARTICULO 14

Otros ajustes

- 1) Un país exportador podrá transferir a otro país exportador parte del saldo de sus obligaciones, y un país importador podrá transferir a otro país importador parte del saldo de sus derechos, durante un año agrícola, siempre que el Consejo apruebe la transparencia.
- 2) Todo país importador podrá, en cualquier momento, mediante una notificación por escrito al Consejo, aumentar el porcentaje a que se refiere el párrafo 2) del artículo 4, y dicho aumento surtirá efecto desde la fecha en que se reciba la notificación.
- 3) Cualquier país importador que estime que sus intereses, por lo que respecta al porcentaje de compras que se haya comprometido a hacer de conformidad con el párrafo 2 del artículo 4 del presente Convenio, se ven gravemente perjudicados al retirarse del presente Convenio cualquier país exportador que posea al menos 50 votos, podrá, mediante comunicación por escrito al Consejo, pedir una reducción de sus compromisos en cuanto al porcentaje. En tal caso, el Consejo reducirá los compromisos de ese país en un porcentaje equivalente a la relación que existe entre sus compras comerciales.

máximas anuales en los años que determine el artículo 15 respecto del país que se retire y su cantidad básica respecto de todos los demás países que figuren en el anexo A y rebajará además ese porcentaje revisado en 2,5.

- 4) La cantidad básica de todo país que se adhiera el presente Convenio, según lo dispuesto en el párrafo 2) del artículo 38, será compensada, de ser necesario, mediante los ajustes adecuados, sea aumentando o sea disminuyendo las cantidades básicas de uno o más países exportadores o importadores, según el caso. Dichos ajustes no se aprobarán sin el asentimiento del país importador o exportador cuya cantidad básica sea modificada.
- 5) El Consejo podrá, a petición de un país, retirar a ese país de uno cualquiera de los dos anexos del presente convenio y trasladarlo al otro.

ARTICULO 15

Determinación de las cantidades básicas

- 1) Las cantidades básicas definidas en el artículo 2 se determinarán para cada año agrícola tomando como base al promedio de las compras comerciales anuales hechas durante los cuatro primeros de los cinco años agrícolas inmediatamente precedentes. En el caso de mercados con una expansión sostenida y en los que, durante el mismo período, las compras comerciales anuales medias superan el promedio de las cantidades básicas, calculadas según el método que acaba de indicarse, las cantidades básicas se ajustarán añadiendo la diferencia entre los dos promedios. A los efectos del presente párrafo, se entiende por mercado con una expansión sostenida un mercado en que el volumen de las importaciones comerciales es superior a las cifras de las cantidades básicas calculadas con arreglo a la primera frase del presente párrafo, durante tres años por lo menos de los cuatro utilizados para ese cálculo, y en que los compromisos de aquél país expresadas en porcentaje sean de 80% por lo menos.

- 2) Antes del comienzo de cada año agrícola el Consejo determinará para aquel año agrícola la cantidad básica de cada país exportador respecto de todos los países importadores y la cantidad básica de cada país importador respecto de todos los países exportadores y de cada uno de ellos, con excepción de la Comunidad Económica Europea, cuyas exportaciones e importaciones no se tendrán en cuenta al calcular las cantidades básicas.
- 3) Las cantidades básicas determinadas de conformidad con el párrafo anterior se reajustarán cuando cambie el número de participantes en el Convenio, habida cuenta, cuando proceda, de las condiciones de adhesión prescritas por el Consejo con arreglo al artículo 38.

ARTICULO 16

Registro y notificaciones

- 1) El Consejo llevará registros separados para cada año agrícola
 - a) a los efectos de la aplicación del presente Convenio y en particular de los artículos 4 y 5, de todas las compras comerciales efectuadas por países miembros a otros países miembros y a países no miembros, y de todas las importaciones de países miembros procedentes de otros países miembros y de países no miembros en condiciones que les dan el carácter de transacciones especiales, y
 - b) de todas las ventas comerciales efectuadas por países miembros a países no miembros, así como de todas las exportaciones de países miembros a países no miembros en condiciones que les dan el carácter de transacciones especiales.
- 2) Los registros mencionados en el párrafo precedente se llevarán de modo que
 - a) los registros de las transacciones especiales sean separados de los registros de las transacciones comerciales, y

- b) en cualquier momento, durante un año agrícola, se disponga de un estado del saldo de las obligaciones de cada país exportador respecto a todos los países importadores, y del saldo de los derechos de cada país importador respecto a todos los países exportadores y cada uno de ellos. Los estados de dichos saldos se comunicarán en las fechas que disponga el Consejo, a todos los países exportadores e importadores.
- 3) A fin de facilitar el funcionamiento del Comité de Revisión de Precios con arreglo al artículo 31, el Consejo llevará registros de los precios del mercado internacional de trigo y de harina de trigo, así como de los gastos de transporte.
- 4) Cuando se trate de trigo que llega al país de destino final, después de haber sido revendido en un país que no sea el de origen, o de haber pasado a través de él, o de haber sido transbordado en sus puertos, los países miembros suministrarán, en la medida de lo posible, informaciones que permitan inscribir la compra o la transacción en los registros mencionados en los párrafos 1) y 2) del presente artículo, como compra o transacción efectuada entre el país de origen y el país de destino final. En caso de reventa, las disposiciones del presente párrafo se aplicarán únicamente si el trigo fue producido en el país de origen durante el mismo año agrícola.
- 5) A los efectos de la aplicación del párrafo 2) del presente artículo y del párrafo 2) del artículo 4, las compras comerciales efectuadas por un país miembro a otro país miembro que se inscriba en los registros del Consejo se anotarán también en dichos registros en relación con las obligaciones de cada uno de los dos países miembros, con arreglo a los artículos 4 y 5 respectivamente, o con dichas obligaciones una vez ajustadas con arreglo a otros artículos del presente Convenio, si la época de embarque está comprendida en el año agrícola y, en relación con las obligaciones estipuladas en el artículo 5, si las compras han sido efectuadas por un país importador a un país exportador a un precio que no sea superior al precio máximo. Las compras comerciales

de harina de trigo que se inscriban en los registros del Consejo, se anotarán también en las mismas condiciones, en relación con las obligaciones de los países miembros.

- 6) En caso de que exista una unión aduanera o condiciones especiales de asociación con una unión aduanera, entre un país miembro y otro país o países, que permita o imponga la compra de trigo a precios superiores al precio máximo, toda compra de esta índole no se considerará como una infracción de lo dispuesto en los artículos 4 y 5, y se anotará en relación con las obligaciones, si las hubiere, del país miembro o países miembros interesados. No se hará una declaración de precio máximo con relación a tales compras procedentes de un país exportador, ni afectarán en modo alguno a las obligaciones del país exportador interesado respecto de otros países importadores en virtud del artículo 4.
- 7) Cuando se trate de trigo durum y de trigo para semilla certificado, una compra inscrita en los registros del Consejo se anotará también en las mismas condiciones en relación con las obligaciones de los países miembros, independientemente de que al precio sea o no superior al precio máximo.
- 8) Siempre que se observen las condiciones establecidas en el párrafo 5) del presente artículo, el Consejo podrá autorizar que las compras se inscriban para un año agrícola:
 - a) si el embarque se efectúa dentro de un plazo razonable, que no exceda de un mes, que fijará el Consejo, antes del principio o después de la terminación de dicho año agrícola, y
 - b) si así lo acuerdan los dos países miembros interesados.
- 9) Para los fines del presente artículo
 - a) los países miembros enviarán al Secretario Ejecutivo las informaciones que requiera el Consejo, de acuerdo con sus atribuciones, sobre las cantidades

de trigo que hayan sido objeto de ventas y compras comerciales y de transacciones especiales, y en particular,

- i) en lo que respecta a las transacciones especiales, los detalles de dichas transacciones que permitan clasificarlas con arreglo al artículo 3;
 - ii) en lo que se refiere al trigo, las informaciones de que se disponga sobre el tipo, clase, grado y calidad y sobre las cantidades correspondientes;
 - iii) en lo que se refiere a la harina, las informaciones de que se disponga que permitan identificar la calidad de la harina y las cantidades de cada una de las diversas calidades;
- b) los países miembros que efectúen exportaciones en forma regular, y los demás países miembros que decida el Consejo, enviarán al Secretario Ejecutivo las informaciones relativas a los precios en transacciones comerciales y, de poder obtenerse, en transacciones especiales, para las especificaciones, clases, tipos, grados y calidades de trigo y de harina de trigo que requiera el Consejo;
 - c) el Consejo obtendrá regularmente informaciones sobre las tarifas de transporte aplicadas en el momento de que se trate, y los países miembros comunicarán, en la medida de lo posible, las informaciones complementarias que requiera el Consejo.
- 10) El Consejo dictará un reglamento para las notificaciones y registros mencionados en el presente artículo. En dicho reglamento se determinará la frecuencia y el modo de las notificaciones, así como las obligaciones de los países miembros a ese respecto. El Consejo dictará también disposiciones para la modificación de los registros o estados que lleve, incluso las necesarias para resolver cualquier controversia que se relacione con ellos. En el caso de que cualquier país miembro, repetidamente y

sin motivo valedero, deje de efectuar las notificaciones estipuladas en el presente artículo, el Comité Ejecutivo celebrará consultas con dicho país con miras a remediar esa situación.

ARTICULO 17

Evaluación de las necesidades y disponibilidades de trigo

- 1) A más tardar el 1º de octubre, en el caso de los países del hemisferio septentrional, y el 1º de febrero, en el de los países del hemisferio meridional, cada país importador comunicará al Consejo la evaluación de las cantidades de trigo procedente de los países exportadores que necesitará importar en condiciones comerciales, en ese año agrícola. Posteriormente, cada país importador podrá comunicar al Consejo las modificaciones que deseé introducir en su evaluación.
- 2) A más tardar el 1º de octubre, si se trata de los países del hemisferio septentrional, y el 1º de febrero, si se trata de los países del hemisferio meridional, cada país exportador comunicará al Consejo la evaluación del trigo de que dispondrá para la exportación en dicho año agrícola. Posteriormente, cada país exportador podrá comunicar al Consejo las modificaciones que deseé introducir en su evaluación.
- 3) Todas las evaluaciones comunicadas al Consejo se utilizarán para fines de la aplicación del presente Convenio y sólo podrán darse a conocer a los países exportadores y a los países importadores con arreglo a las condiciones que el Consejo pueda establecer. Las evaluaciones presentadas con arreglo a las disposiciones de este artículo no tendrán en modo alguno fuerza obligatoria.
- 4) Los países exportadores y los países importadores podrán cumplir libremente las obligaciones del presente Convenio por vías comerciales privadas o por otros medios. Ninguna disposición del presente Convenio podrá ser tomada como base para que un comerciante pretenda eludir el cumplimiento de leyes o reglamentos a los cuales pueda estar sujeto.

5) El Consejo podrá, a su arbitrio, exigir que los países exportadores e importadores colaboren para lograr que, en virtud del presente Convenio, se ponga a disposición de los países importadores, después del 31 de enero de cada año agrícola, una cantidad de trigo que no sea inferior al 10% de las cantidades básicas de los países exportadores en dicho año agrícola.

ARTICULO 18

Consultas

1) Para que un país exportador pueda evaluar la cuantía de sus obligaciones cuando haya de hacerse una declaración de precio máximo, y sin menoscabo de los derechos de que disfruta todo país importador, el país exportador podrá celebrar consultas con cualquier país importador respecto de la medida en que ese país importador ejercerá sus derechos en un año agrícola determinado, con arreglo a los artículos 4 y 5 del presente Convenio.

2) Todo país exportador o importador que encuentre dificultad para la venta o compra de trigo con arreglo al artículo 4 del presente Convenio podrá plantear su situación ante el Consejo. En este caso el Consejo, con objeto de solventar la situación de modo satisfactorio, celebrará consultas con el país exportador o importador interesado y podrá hacer las recomendaciones que estime apropiadas.

3) Si en un año agrícola, mientras se halle en vigor una declaración de precio máximo, un país importador encuentra dificultad para obtener, a precios que no excedan el precio máximo, el saldo de sus derechos, podrá plantear la situación ante el Consejo. En este caso, el Consejo examinará la situación y celebrará consultas con los países exportadores respecto del modo en que deberán cumplir sus obligaciones.

ARTICULO 19

Cumplimiento de obligaciones según los artículos 4 y 5

- 1) El Consejo, tan pronto como sea posible después de finalizar cada año agrícola, examinará el cumplimiento por los países exportadores e importadores de sus obligaciones según los artículos 4 y 5 del presente Convenio, durante ese año agrícola.
- 2) A los efectos de este examen, cada país miembro podrá gozar, en cuanto al cumplimiento de sus obligaciones, de un margen de tolerancia que el Consejo determinará para dicho país, teniendo en cuenta la importancia de esas obligaciones y otros factores pertinentes.
- 3) Al considerar el cumplimiento por un país importador de sus obligaciones en el año agrícola:
 - a) el Consejo hará caso omiso de cualquier importación excepcional de trigo procedente de países no miembros, siempre que pueda probarse, a satisfacción del Consejo, que dicho trigo ha sido o será utilizado únicamente como pienso y que dicha importación no se ha efectuado en detrimento de las cantidades que compra normalmente dicho país importador a países miembros;
 - b) el Consejo hará caso omiso de cualquier importación de trigo desnaturalizado procedente de países no miembros.

ARTICULO 20

Incumplimiento de obligaciones según los artículos 4 y 5

- 1) Si del examen efectuado de conformidad con el artículo 19, resulta que un país no ha cumplido las obligaciones que le incumben según los artículos 4 ó 5 del presente Convenio, el Consejo decidirá las medidas que hayan de adoptarse.
- 2) El Consejo, antes de adoptar una decisión con arreglo al presente artículo, dará al país exportador o importador de que se trate la ocasión de exponer los hechos que estime pertinentes.

- 3) Si el Consejo llega a la conclusión de que un país exportador o un país importador no ha cumplido sus obligaciones con arreglo a los artículos 4 ó 5, podrá privar a dicho país de su derecho de voto por el período que el Consejo determine, reducir los demás derechos de dicho país en la medida que estime proporcionada al incumplimiento, o excluirlo de toda participación en el Convenio.
- 4) Las medidas que adopte el Consejo en virtud de este artículo no reducirán en ningún caso la obligación del país de que se trate, en lo que respecta a sus contribuciones financieras al Consejo, salvo que se excluya a ese país de toda participación en el Convenio.

ARTICULO 21

Medidas en caso de grave perjuicio

- 1) Todo país exportador o importador que considere que sus intereses como parte en el presente Convenio han sido gravemente perjudicados por medidas de uno o más países exportadores o importadores que influyen en la ejecución del presente Convenio podrá presentar la situación ante el Consejo. En este caso, el Consejo consultará inmediatamente a los países interesados para solventar la situación.
- 2) Si la situación no queda solventada como resultado de esas consultas, el Consejo puede remitirla al Comité Ejecutivo o al Comité de Revisión de Precios para que la estudien e informen con la mayor urgencia. Una vez recibido el informe, el Consejo estudiará detenidamente la situación y podrá hacer recomendaciones a los países interesados.
- 3) Si después de haberse o no adoptado medidas, según sea el caso, de conformidad con el párrafo 2) de este artículo, el país interesado estima que no se ha tratado satisfactoriamente la situación, puede pedir una exención al Consejo. El Consejo podrá, si lo estima conveniente, eximir a dicho país de una parte de sus obligaciones durante el año agrícola de que se trate. Para conceder una exención se necesitarán los

dos tercios de los votos emitidos por los países exportadores y los dos tercios de los votos emitidos por los países importadores.

- 4) Si el Consejo no concede exención según el párrafo 3) del presente artículo y el país interesado aún considera que sus intereses como parte en el presente Convenio han sido gravemente perjudicados, puede retirarse del Convenio al final del año agrícola, mediante notificación por escrito al Gobierno de los Estados Unidos de América. Si la situación se hubiera presentado al Consejo en un año agrícola y el Consejo terminara de examinar la solicitud de exención en el año agrícola siguiente, el país interesado podrá retirarse dentro de los 30 días siguientes a la terminación de dicho examen, mediante una comunicación similar a la del caso anterior.

ARTICULO 22

Controversias y reclamaciones

- 1) Toda controversia relativa a la interpretación o la aplicación del presente Convenio, salvo las que se refieran a la aplicación de los artículos 19 y 20, que no se resuelva por negociación, será sometida al Consejo, a petición de cualquier país que sea parte en la controversia, para que la decida.
- 2) Cuando una controversia sea sometida al Consejo, según lo dispuesto en el párrafo 1) del presente artículo, una mayoría de países, o un número de países que reúnan, al menos, un tercio del total de votos, podrá pedir al Consejo, después de estudiado a fondo el asunto, que, antes de adoptar una decisión, solicite la opinión de la junta asesora a que se refiere el párrafo 3 del presente artículo sobre las cuestiones objeto de la controversia.
- 3) a) A menos que el Consejo decida lo contrario por unanimidad, la junta asesora se compondrá de:
 - i) dos personas designadas por los países exportadores, una de ellas con amplia experiencia en asuntos de la misma naturaleza del que es objeto de la controversia, y otra que tenga autoridad y experiencia jurídicas;

- ii) dos personas de capacidad análoga designadas por los países importadores; y
 - iii) un presidente elegido por unanimidad por las cuatro personas designadas conforme a lo dispuesto en los incisos i) y ii) o, en caso de desacuerdo, por el Presidente del Consejo.
- b) Podrán ser elegidos para integrar la junta asesora los nacionales de países cuyos gobiernos sean parte en el presente Convenio. Las personas elegidas para dicha junta asesora actuarán a título personal y no recibirán instrucciones de ningún gobierno.
- c) Los gastos de la junta asesora serán sufragados por el Consejo.
- 4) El dictamen de la Junta asesora y las razones en que se funde serán comunicados al Consejo, el cual, después de examinar toda la información pertinente, dirimirá la controversia.
- 5) Toda reclamación en que se alegue que un país exportador o un país importador ha dejado de cumplir sus obligaciones con arreglo al presente Convenio, será remitida al Consejo, a petición del país que formule la reclamación, para que decida la cuestión.
- 6) En toda conclusión de que un país exportador o un país importador ha infringido el presente Convenio se especificará la naturaleza de la infracción y, si la infracción entraña el incumplimiento por dicho país de las obligaciones que le incumbe según los artículos 4 ó 5 del presente Convenio, la importancia de dicho incumplimiento.
- 7) Sin perjuicio de lo dispuesto en el artículo 20, si el Consejo llega a la conclusión de que un país exportador o un país importador ha infringido el presente Convenio, podrá privar a dicho país de su derecho de voto hasta que cumpla sus obligaciones o excluirlo de toda participación en el Convenio.

ARTICULO 23

Examen anual de la situación mundial de los cereales

- 1) a) A fin de lograr las finalidades del presente Convenio, enunciadas en el artículo 1, el Consejo examinará anualmente la situación mundial de los cereales e informará a los países miembros acerca de las repercusiones que puedan tener en el comercio internacional de cereales los hechos que se deduzcan de dicho examen, a fin de que los mencionados países tengan presentes esas repercusiones al determinar y llevar a la práctica sus respectivas políticas internas agrícola y de precios.
b) El examen se basará en la información de que se disponga acerca de la producción nacional de cada país, las existencias, el consumo, los precios y el intercambio de cereales, incluyendo tanto las transacciones comerciales como las especiales.
c) Cada país miembro podrá suministrar al Consejo datos útiles para el examen anual de la situación mundial de los cereales, que no se hayan comunicado al Consejo en forma directa o por intermedio de la Organización de las Naciones Unidas para la Agricultura y la Alimentación.
- 2) Al llevar a cabo el examen anual, el Consejo estudiará los medios que permitan incrementar el consumo de cereales y podrá emprender, en cooperación con los países miembros, estudios sobre temas tales como:
 - a) los factores que afectan al consumo de cereales en diversos países, y
 - b) los medios para lograr un incremento del consumo, especialmente en los países donde se comprueba que existe la posibilidad de mayor consumo.
- 3) A los efectos del presente artículo, el Consejo tendrá debidamente en cuenta la labor realizada por la Organización de las Naciones Unidas para la Agricultura y la Alimentación y otras organizaciones intergubernamentales, sobre todo para evitar

duplicación de actividades, y podrá, sin perjuicio de las disposiciones del párrafo 1) del artículo 35, adoptar disposiciones para obtener la colaboración en alguna de sus actividades de organizaciones intergubernamentales, así como de cualquier gobierno de un Estado Miembro de las Naciones Unidas o de los organismos especializados, que no sea parte en el presente Convenio y que tenga un interés primordial en el comercio internacional de cereales.

4) Ninguna de las disposiciones del presente artículo menoscabará la completa libertad de acción de los países miembros para determinar y orientar sus políticas internas agrícola y de precios.

ARTICULO 24

Orientaciones para las transacciones en condiciones de favor

- 1) Los países miembros se comprometen a efectuar cualesquiera transacciones de cereales en condiciones de favor, de manera que no causen perjuicio a las estructuras normales de la producción y del comercio internacional.
- 2) Con este fin, los países miembros tomarán las medidas convenientes para asegurar que las transacciones efectuadas en condiciones de favor sean adicionales a las ventas comerciales que, a falta de dichas transacciones, podrían haberse previsto razonablemente. Esas medidas serán tomadas de conformidad con los principios y orientaciones recomendados por la Organización de las Naciones Unidas para la Agricultura y la Alimentación para la colocación de excedentes y podrán estipular que, de conformidad con el país beneficiario, éste mantendrá, de manera global, un nivel determinado de importaciones comerciales de trigo. Al establecer o adaptar dicho nivel, se tendrá plenamente en cuenta el volumen de las importaciones comerciales en un período representativo, así como las condiciones económicas del país beneficiario y, especialmente, la situación de su balanza de pagos.

3) Los países miembros, al realizar transacciones de exportación en condiciones de favor, celebrarán consultas con los países miembros exportadores cuyas ventas puedan quedar afectadas por dichas transacciones, en la mayor medida de lo posible antes de concertar los arreglos pertinentes con los países beneficiarios.

4) El Comité Ejecutivo presentará anualmente al Consejo un informe sobre la evolución reciente de las transacciones en condiciones de favor relativas al trigo.

PARTE III - ADMINISTRACION

ARTICULO 25

Constitución del Consejo

- 1) El Consejo Internacional del Trigo, creado por el Convenio Internacional del Trigo de 1949, continuará en funciones para la aplicación del presente Convenio; su composición, atribuciones y funciones serán las señaladas en el presente Convenio.
- 2) Cada país participante será miembro del Consejo con derecho a voto y podrá hacerse representar en sus reuniones por un delegado, suplentes y asesores.
- 3) Las organizaciones intergubernamentales a las que el Consejo decida invitar a cualquiera de sus reuniones podrán designar un representante sin derecho a voto para que asista a ellas.
- 4) El Consejo elegirá un Presidente y un Vicepresidente cuyo mandato durará un año agrícola. El Presidente no tendrá derecho a voto y tampoco el Vicepresidente cuando ejerza la presidencia.

ARTICULO 26

Atribuciones y funciones del Consejo

- 1) El Consejo dictará su reglamento.
- 2) El Consejo llevará los registros que requieran las disposiciones del presente Convenio y podrá llevar los demás registros que estime convenientes.
- 3) El Consejo publicará un informe anual. Podrá publicar también cualquier otra información (en particular, su examen anual o cualquier parte o resumen de éste) referente a cuestiones que son objeto del presente Convenio.
- 4) Además de las atribuciones y funciones expuestas en el presente Convenio, el Consejo tendrá todas las demás atribuciones y desempeñará todas las demás funciones que sean necesarias para el cumplimiento de las disposiciones del presente Convenio.

5) El Consejo podrá delegar el ejercicio de cualquiera de sus atribuciones o funciones, por mayoría de dos tercios de los votos emitidos por los países exportadores y de dos tercios de los votos emitidos por los países importadores. El Consejo, por mayoría de los votos emitidos, podrá revocar en cualquier momento esa delegación. Sin perjuicio de las disposiciones del artículo 9, toda decisión adoptada en virtud de atribuciones o funciones delegadas por el Consejo según lo dispuesto en este párrafo, podrá ser revisada por el Consejo a solicitud de cualquier país exportador o cualquier país importador presentada dentro del plazo que el Consejo determine. Toda decisión respecto de la cual no se pida revisión en el plazo determinado será obligatoria para todos los países miembros.

6) Los países miembros se comprometen a poner a disposición del Consejo y proporcionarle las estadísticas y la información que necesite para cumplir las funciones que le asigna el presente Convenio.

ARTICULO 27

Votos

- 1) Los países exportadores tendrán conjuntamente 1.000 votos y los países importadores tendrán conjuntamente 1.000 votos.
- 2) Al comienzo de la primera reunión que el Consejo celebre en virtud del presente Convenio, los países exportadores que para esa fecha hayan depositado los instrumentos de ratificación, aceptación, aprobación o adhesión o declaraciones de aplicación provisional se repartirán los votos de los países exportadores en la forma que ellos mismos decidan, y los países importadores que se encuentren en las mismas condiciones se repartirán igualmente los votos correspondientes.
- 3) Todo país exportador podrá autorizar a otro país exportador, y todo país importador podrá autorizar a otro país importador para que represente sus intereses y ejerza su derecho de voto en cualquier sesión o sesiones del Consejo. Deberá presentarse al Consejo prueba satisfactoria de dicha autorización.

- 4) Si en una sesión del Consejo un país importador o un país exportador no estuviere representado por un delegado acreditado y no hubiere autorizado a otro país, de conformidad con el párrafo 3) del presente artículo, para ejercer su derecho de voto, y si en la fecha de una sesión un país hubiere perdido sus votos, se hubiere visto privado de ellos o los hubiere recuperado conforme a algunas de las disposiciones del presente Convenio, el total de los votos que puedan emitir los países exportadores se ajustará a una cifra igual al total de los votos que los países importadores puedan emitir en esa sesión, redistribuyéndolos entre los países exportadores en proporción a sus votos.
- 5) Cada vez que un país se adhiera al presente Convenio o se retire del mismo después de la fecha de la primera reunión del Consejo que se menciona en el párrafo 2) de este artículo, el Consejo redistribuirá los votos de los demás países exportadores o importadores, según corresponda, proporcionalmente al número de votos que cada país tenga o, con respecto a los países exportadores, en la forma que de otra manera se acuerde.
- 6) Todo país exportador o importador tendrá por lo menos un voto, y no habrá votos fraccionarios.

ARTICULO 26

Sede, reuniones y quórum

- 1) La sede del Consejo será Londres, a menos que el Consejo disponga otra cosa.
- 2) El Consejo se reunirá al menos una vez en cada mitad de año agrícola y en las demás ocasiones que el Presidente decida o en cualquier otra circunstancia prevista en el presente Convenio.
- 3) El Presidente convocará a una reunión del Consejo si así lo piden: a) cinco países, b) uno o más países que reúnan por lo menos el 10% de la totalidad de los votos, o c) el Comité Ejecutivo.

- 4) Para constituir quórum en cualquier sesión del Consejo, será necesaria la presencia de delegados que tengan, antes de cualquier ajuste de votos que haya de efectuarse con arreglo al artículo 27, mayoría de votos de los países exportadores y mayoría de votos de los países importadores.

ARTICULO 29

Decisiones

- 1) Salvo cuando se disponga lo contrario en el presente Convenio, el Consejo adoptará sus decisiones por mayoría de los votos emitidos por los países exportadores y por mayoría de los votos emitidos por los países importadores, contados separadamente.
- 2) Cada país miembro se compromete a aceptar como obligatoria toda decisión que el Consejo adopte en virtud de las disposiciones del presente Convenio.

ARTICULO 30

Comité Ejecutivo

- 1) El Consejo constituirá un Comité Ejecutivo, que estará compuesto, a lo más, de cuatro países exportadores, elegidos anualmente por los países exportadores, y de ocho países importadores, elegidos anualmente por los países importadores. El Consejo nombrará al Presidente del Comité Ejecutivo y podrá nombrar un Vicepresidente.
- 2) El Comité Ejecutivo será responsable ante el Consejo y actuará bajo su dirección general. Tendrá las atribuciones y funciones que se le asignan expresamente en el presente Convenio y las que el Consejo pueda delegarle de conformidad con el párrafo 5) del artículo 26.
- 3) Los países exportadores representados en el Comité Ejecutivo tendrán el mismo número total de votos que los países importadores. Los votos de los países exportadores en el Comité Ejecutivo se dividirán entre ellos según lo acuerden, siempre que ningún país exportador tenga más del 40% de la totalidad de los votos de los países

exportadores. Los votos de los países importadores en el Comité Ejecutivo se dividirán entre ellos según lo acuerden, siempre que ningún país importador tenga más del 40% de la totalidad de los votos de los países importadores.

4) El Consejo dictará el reglamento para la votación en el Comité Ejecutivo y podrá dictar cualquier otra disposición acerca del reglamento del Comité Ejecutivo que estime apropiada. Para las decisiones del Comité Ejecutivo se necesitará la misma mayoría de votos que prescribe el presente Convenio para las decisiones del Consejo sobre asuntos de la misma índole.

5) Todo país exportador o todo país importador que no sea miembro del Comité Ejecutivo podrá participar, sin derecho a voto, en el debate de cualquier asunto que estudie el Comité Ejecutivo, siempre que éste considere que están en juego los intereses de dicho país.

ARTICULO 31

Comité de Revisión de precios

1) El Consejo creará un Comité de Revisión de Precios compuesto de un número de miembros no superior a trece. Entre los miembros del Comité figurará la Comunidad Económica Europea y por lo menos otros cinco países importadores y cinco países exportadores elegidos cada año por los países importadores y los países exportadores, respectivamente. Todo país importador o exportador que, además de los ya citados, haya de formar parte del Comité, será elegido en la misma forma. El Consejo nombrará a un Presidente del Comité y podrá, asimismo, nombrar a un Vicepresidente.

2) Todo país miembro que no forme parte del Comité podrá participar en el debate sobre toda cuestión que se haya sometido al Comité, siempre que éste juzgue que dicho país se halla directamente interesado.

3) El Comité de Revisión de Precios tendrá las atribuciones y funciones que se le asignan expresamente en el presente Convenio y las que el Consejo pueda delegarle de conformidad con el párrafo 5) del artículo 26.

- 4) El Comité formulará sus conclusiones mediante un acuerdo. Se considerará que el Comité se ha puesto de acuerdo sobre una cuestión sometida a su examen, cuando ninguno de los miembros del Comité directamente interesados en el asunto impugne dicha conclusión. Se estimará que se ha impugnado una conclusión si el país que la objeta declara que se propone someter la cuestión al Consejo.
- 5) Las conclusiones del Comité se comunicarán a todos los países miembros.
- 6) Si el Comité no logra ponerse de acuerdo, se convocará una reunión del Consejo. Toda decisión del Consejo sobre las cuestiones que plantea el Comité de Revisión de Precios se tomará por mayoría de dos tercios de los votos emitidos por los países exportadores y de dos tercios de los votos emitidos por los países importadores, contados separadamente.
- 7) El Comité de Revisión de Precios constituirá un Subcomité de Precios del que formarán parte un número de representantes no mayor de cuatro para los países exportadores y cuatro para los países importadores. Los países miembros tendrán en cuenta particularmente la competencia técnica de los representantes que designan. El Consejo nombrará al Presidente del Subcomité.
- 8) El Subcomité de Precios ayudará a la Secretaría a efectuar un examen constante de los precios del mercado por lo que respecta al trigo y calcular los precios mínimo y máximo, según lo establecido en el presente Convenio. El Subcomité prestará servicios de asesoramiento técnico al Comité de Revisión de Precios y al Consejo, de conformidad con los artículos pertinentes del presente Convenio, así como con respecto a otras cuestiones que le someta el Comité o el Consejo. En particular, el Subcomité informará inmediatamente al Secretario Ejecutivo, siempre que estime que un país exportador está ofreciendo trigo a los países importadores a un precio que se aproxima al precio máximo. Al desempeñar las funciones que le incumben en virtud del presente párrafo, el Subcomité tendrá en cuenta las observaciones que formulen los países miembros.

ARTICULO 32

La Secretaría

- 1) El Consejo dispondrá de una Secretaría compuesta de un Secretario Ejecutivo, que será el más alto funcionario administrativo del Consejo, y el personal que sea necesario para los trabajos del Consejo y de sus comités.
- 2) El Consejo nombrará al Secretario Ejecutivo, quien será responsable del cumplimiento por la Secretaría de las obligaciones que le incumben en la ejecución del presente Convenio, así como de las demás obligaciones que le asignen el Consejo y sus comités.
- 3) El personal será nombrado por el Secretario Ejecutivo de conformidad con el reglamento que dicte el Consejo.
- 4) Será condición del empleo del Secretario Ejecutivo y del personal que no tengan interés financiero o que renuncien a todo interés financiero en el comercio del trigo, y que no soliciten ni reciban de ningún gobierno o de ninguna autoridad extraña al Consejo instrucciones en cuanto a las funciones que ejerzan con arreglo al presente Convenio.

ARTICULO 33

Privilegios e inmunidades

- 1) El Consejo tendrá en el territorio de cada país miembro y en la medida que lo permita la legislación de éste, la capacidad jurídica necesaria para ejercer las funciones que le asigna al presente Convenio.
- 2) El gobierno del país donde radica la sede del Consejo (designado más adelante por el nombre de "gobierno huésped") concertará con el Consejo un acuerdo internacional relativo a la condición jurídica, los privilegios y las inmunidades del Consejo, su Secretario Ejecutivo, su personal y los representantes de los países miembros en las reuniones convocadas por el Consejo.

- 3) El acuerdo a que se refiere el párrafo 2) de este artículo será independiente del presente Convenio. Sin embargo, se dará por terminado:
 - a) en virtud de un acuerdo entre el gobierno huésped y el Consejo, o
 - b) en el caso de que el territorio del gobierno huésped deje de ser la sede del Consejo, o
 - c) en el caso de que el Consejo deje de existir.
- 4) Hasta que entre en vigor el acuerdo a que se refiere el párrafo 2) del presente artículo, el gobierno huésped otorgará exención de impuestos sobre los haberes, ingresos y demás bienes del Consejo, así como sobre los sueldos que el Consejo abone a sus funcionarios que no sean nacionales del país miembro en que radica la sede del Consejo.

ARTICULO 34

Disposiciones financieras

- 1) Los gastos de las delegaciones al Consejo y de los representantes en sus Comités y Subcomités serán sufragados por sus respectivos gobiernos. Los demás gastos que sean necesarios para la ejecución del presente Convenio serán sufragados con las contribuciones anuales de los países exportadores y de los países importadores. La contribución de cada país para cada año agrícola será proporcionar al número de sus votos en relación al total de votos de los países exportadores y de los países importadores al principio del año agrícola.
- 2) Una vez entrado en vigor el presente Convenio, el Consejo aprobará en su primera reunión su presupuesto para el período que terminará en 30 de junio de 1969 y determinará la contribución que ha de pagar cada país exportador y cada país importador.
- 3) El Consejo, en una reunión del segundo semestre de cada año agrícola, aprobará el presupuesto para el año agrícola siguiente y determinará la contribución que pagará por dicho año agrícola cada país exportador y cada país importador.
- 4) La contribución inicial de todo país exportador o importador que se adhiera al presente Convenio según lo dispuesto en el párrafo 2) del artículo 38, será determinada por el Consejo sobre la base del número de votos que se le asignen y del período no

transcurrido del año agrícola corriente, pero no se modificarán las contribuciones de los demás países exportadores e importadores ya determinadas para dicho año agrícola.

5) Las contribuciones serán exigibles desde el momento en que se las determine.

Todo país exportador o importador que no pague su contribución en el término de un año a partir de la fecha en que se la determine perderá su derecho de voto hasta que pague la contribución, pero no se lo eximirá de las obligaciones que le incumben por el presente Convenio ni se le privará de ninguno de los derechos que le reconoce el presente Convenio, a menos que el Consejo así lo decida.

6) El Consejo publicará en cada año agrícola un balance comprobado de sus ingresos y gastos durante el año agrícola anterior.

7) El Consejo, antes de su disolución, decidirá lo necesario para la liquidación de su activo y de su pasivo y la disposición de sus archivos.

ARTICULO 35

Cooperación con otras organizaciones intergubernamentales

1) El Consejo podrá hacer los arreglos convenientes para la consulta y la cooperación con los órganos competentes de las Naciones Unidas y de sus organismos especializados, y con otras organizaciones intergubernamentales.

2) Si el Consejo estima que cualquiera de las disposiciones del presente Convenio es incompatible en el fondo con las condiciones establecidas por las Naciones Unidas, sus órganos competentes y los organismos especializados para los convenios intergubernamentales sobre productos básicos, esa incompatibilidad se considerará como una circunstancia que se opone a la ejecución del presente Convenio y se seguirá el procedimiento que se establece en los párrafos 3), 4) y 5) del artículo 41.

PART II - DISPOSICIONES FINALES

ARTICULO 36

Firma

El presente Convenio quedará abierto a la firma en Washington, desde el 15 de octubre de 1967 hasta el 30 de noviembre de 1967 inclusive:

- a) de los Gobiernos de Argentina, Australia, Canadá, Dinamarca, Estados Unidos, Finlandia, Japón, Noruega, Reino Unido, Suecia y Suiza y de la Comunidad Económica Europea y sus Estados miembros, siempre y cuando firmen tanto el presente Convenio como el Convenio sobre la Ayuda Alimentaria, y
- b) de los demás gobiernos enumerados en los anexos A y B, si así lo desean.

ARTICULO 37

Ratificación, aceptación o aprobación

El presente Convenio estará sujeto a la ratificación, aceptación o aprobación de cada uno de los signatarios, de conformidad con sus respectivos procedimientos constitucionales o institucionales, siempre y cuando cualquier gobierno que doba firmar el Convenio sobre la Ayuda Alimentaria como condición a la firma del presente Convenio, ratifique, acepte o apruebe asimismo el Convenio sobre la Ayuda Alimentaria. Los instrumentos de ratificación, aceptación o aprobación se depositarán en poder del Gobierno de los Estados Unidos de América, a más tardar el 17 de junio de 1968, quedando entendido que el Consejo podrá conceder una o varias prórrogas a todo signatario que no haya depositado su instrumento de ratificación, aceptación o aprobación en la fecha indicada.

ARTICULO 36

Adhesión.

- 1) El presente Convenio quedará abierto a la adhesión:
 - a) de la Comunidad Económica Europea y de sus Estados miembros o de cualquier otro gobierno enumerado en el apartado a) del artículo 36, siempre que dicho gobierno se adhiera también al Convenio sobre la Ayuda Alimentaria, y
 - b) de los demás gobiernos enumerados en los anexos A y B.

Con arreglo a este párrafo, los instrumentos de adhesión se depositarán a más tardar el 17 de junio de 1968, quedando entendido que el Consejo podrá conceder una o varias prórrogas a todo gobierno que no haya depositado su instrumento de adhesión en la fecha indicada.

- 2) El Consejo, por dos tercios de los votos emitidos por los países exportadores y dos tercios de los votos emitidos por los países importadores, podrá aprobar la adhesión al presente Convenio de todo gobierno de un Estado Miembro de las Naciones Unidas o de los organismos especializados en las condiciones que el Consejo considere convenientes.
- 3) Si algún gobierno que no se menciona en los anexos A o B desea solicitar su adhesión al presente Convenio con anterioridad a su entrada en vigor, y el Consejo dedice aprobar la solicitud y aplicarle las disposiciones de este artículo, la aprobación y las condiciones establecidas por el Consejo serán tan válidas con arreglo al presente Convenio como si el Consejo hubiera tomado la decisión con arreglo al presente Convenio después de su entrada en vigor.
- 4) La adhesión se llevará a efecto depositando un instrumento de adhesión en poder del Gobierno de los Estados Unidos de América.
- 5) Cuando, para los fines de aplicación del presente Convenio, se haga referencia a países que figuran en los anexos A o B, se estimará que los países cuyos gobiernos

se hayan adherido al Convenio en las condiciones establecidas por el Consejo, según se dispone en el presente artículo, figuran en el anexo correspondiente.

ARTICULO 39

Aplicación provisional

La Comunidad Económica Europea y sus Estados miembros, y cualquier otro gobierno que figure en el apartado a) del artículo 36, podrán depositar en poder del Gobierno de los Estados Unidos de América una declaración de aplicación provisional del presente Convenio, siempre que depositen también una declaración de aplicación provisional del Convenio sobre la Ayuda Alimentaria. Cualquier otro gobierno que pueda firmar el presente Convenio o cuya solicitud de adhesión haya aprobado el Consejo, podrá asimismo depositar en poder del Gobierno de los Estados Unidos de América una declaración de aplicación provisional. Todo gobierno que deposite tal declaración aplicará provisionalmente el presente Convenio y será considerado, provisionalmente, como parte en el mismo, quedando entendido que cualquier gobierno que figure en el apartado a) del artículo 36 será considerado solamente como parte provisional en el presente Convenio, en tanto aplique provisionalmente al Convenio sobre la Ayuda Alimentaria.

ARTICULO 40

Entrada en vigor

- 1) El presente Convenio entrará en vigor para aquellos gobiernos que hayan depositado instrumentos de ratificación, aceptación, aprobación o adhesión, de la manera siguiente:
 - a) el 18 de junio de 1968, respecto de todas las disposiciones que no sean los artículos 4 a 10, y
 - b) el 1º de julio de 1968, respecto de los artículos 4 a 10, siempre que la Comunidad Económica Europea y sus Estados miembros y los demás gobiernos que figuran en el apartado a) del artículo 36 hayan depositado dichos instrumentos

o una declaración de aplicación provisional hasta el 17 de junio de 1968 y que el Convenio sobre la Ayuda Alimentaria entre en vigor el 1º de julio de 1966.

- 2) El presente Convenio entrará en vigor para todo gobierno que deposite un instrumento de ratificación, aceptación, aprobación o adhesión después del 17 de junio de 1966, en la fecha en que se efectúe dicho depósito, quedando entendido que ninguna parte del mismo entrará en vigor para dicho gobierno hasta que esta parte entre en vigor para los demás gobiernos, de conformidad con lo dispuesto en los párrafos 1) o 3) de este artículo.
- 3) Si el presente Convenio no entra en vigor de conformidad con el párrafo 1) del presente artículo, los gobiernos que hayan depositado instrumentos de ratificación, aceptación, aprobación o adhesión o declaraciones de aplicación provisional podrán decidir de común acuerdo que el mismo entrará en vigor entre aquellos gobiernos que hayan depositado instrumentos de ratificación, aceptación, aprobación o adhesión, siempre que el Convenio sobre la Ayuda Alimentaria entre en vigor en la primera fecha en que todas las disposiciones del presente Convenio están en vigor, o podrán tomar cualquier otra decisión que, a su parecer, requiera la situación.
- 4) De conformidad con el párrafo 2) del artículo 4 y con anterioridad a la entrada en vigor del presente Convenio, el Consejo podrá establecer para cualquier país, de acuerdo con éste, el porcentaje a que se refiere dicho párrafo y, en su primera reunión, después que cualquiera de las partes del presente Convenio entre en vigor, establecerá de este modo el porcentaje para cualquier país miembro cuyo porcentaje no haya sido establecido.

ARTICULO 41

Duración, enmiendas y retiro

- 1) El presente Convenio permanecerá en vigor hasta al 30 de junio de 1971, inclusive.

- 2) El Consejo, en la fecha que estime oportuna, comunicará a los países miembros sus recomendaciones respecto a la renovación o a la sustitución del presente Convenio. El Consejo podrá invitar a los gobiernos de los Estados Miembros de las Naciones Unidas o de los organismos especializados que no sean parte en el presente Convenio pero que tengan intereses importantes en el comercio internacional del trigo, a que participen en cualquiera de sus debates con arreglo al presente párrafo.
- 3) El Consejo podrá recomendar una enmienda al presente Convenio a los países miembros.
- 4) El Consejo podrá fijar el plazo dentro del cual cada país miembro deberá notificar al Gobierno de los Estados Unidos de América si acepta o no la enmienda. La enmienda entrará en vigor una vez aceptada por los países exportadores que reúnan dos tercios de los votos de los países exportadores y por los países importadores que reúnan dos tercios de los votos de los países importadores.
- 5) Todo país miembro que no haya notificado al Gobierno de los Estados Unidos de América la aceptación de una enmienda en la fecha en que dicha enmienda entra en vigor, podrá retirarse del presente Convenio al terminar el año agrícola corriente, después de transmitir por escrito al Gobierno de los Estados Unidos de América la notificación de retiro que el Consejo exija en cada caso, pero no por ello quedará eximido de ninguna de las obligaciones contraídas en virtud del presente Convenio y que no haya cumplido al finalizar el año agrícola. Todo país que se retire en estas condiciones no estará obligado por las disposiciones de la enmienda que ocasiona su retiro.
- 6) Todo país miembro que estime que sus intereses resultan gravemente perjudicados por la no participación en el presente Convenio de cualquier gobierno que figure en el apartado a) del artículo 36 podrá retirarse del presente Convenio notificándolo por escrito al Gobierno de los Estados Unidos de América antes del 1º de julio de 1968.

Si el Consejo ha concedido una prórroga con arreglo al artículo 37 o 38, podrá notificarse el retiro, conforme al presente párrafo, antes de que transcurran 14 días después de terminada la prórroga concedida.

7) Todo país miembro que estime que peligrá su seguridad nacional por una ruptura de hostilidades, podrá retirarse del presente Convenio notificándolo por escrito al Gobierno de los Estados Unidos de América con 30 días de anticipación o podrá solicitar previamente del Consejo la suspensión de alguna o de todas las obligaciones que le fija el presente Convenio.

8) Todo país exportador que estime que sus intereses resultan gravemente perjudicados por el retiro del presente Convenio de cualquier país importador que posea al menos 50 votos, o todo país importador que estime que sus intereses resultan gravemente perjudicados por el retiro del presente Convenio de cualquier país exportador que posea al menos 50 votos, podrá retirarse del presente Convenio notificándolo por escrito al Gobierno de los Estados Unidos de América antes de que transcurran 14 días del retiro del país al que se estime causante del grave perjuicio.

ARTICULO 42

Aplicación territorial

1) Todo gobierno, en el momento de firmar el presente Convenio, de ratificarlo, aceptarlo, aprobarlo, aplicarlo provisionalmente o adherirse al mismo, podrá declarar que sus derechos y obligaciones con arreglo al presente Convenio no se ejercitarán en relación con todos o con algunos de los territorios no metropolitanos cuya representación internacional ejerza.

2) Con excepción de los territorios respecto de los cuales se haya hecho una declaración de conformidad con lo dispuesto en el párrafo 1) de este artículo, los derechos y obligaciones de todo gobierno, derivados del presente Convenio, se separarán a todos los territorios no metropolitanos cuya representación internacional ejerza dicho gobierno.

- 3) Todo gobierno, en cualquier momento después de ratificar, aceptar, aprobar, aplicar provisionalmente el presente Convenio o adherirse al mismo, podrá declarar, mediante notificaciones al Gobierno de los Estados Unidos de América, que sus derechos y obligaciones derivados del Convenio se aplicarán en todos o en algunos de los territorios no metropolitanos respecto de los cuales haya hecho una declaración de conformidad con lo dispuesto en el párrafo 1) de este artículo.
- 4) Todo gobierno, notificándolo al Gobierno de los Estados Unidos de América, podrá retirar del presente Convenio, por separado, todos o algunos de los territorios no metropolitanos cuya representación internacional ejerza.
- 5) A los efectos de la determinación de las cantidades básicas con arreglo al artículo 15 y de la redistribución de votos con arreglo al artículo 27, todo cambio en la aplicación del presente Convenio, de conformidad con este artículo, se considerará como un cambio en la participación en el presente Convenio, del modo que corresponda a la situación.

ARTICULO 43

Notificación de la autoridad depositaria

El Gobierno de los Estados Unidos de América, en su calidad de autoridad depositaria, notificará a todos los gobiernos signatarios y a todos los gobiernos que se hayan adherido, toda firma, ratificación, aceptación, aprobación o aplicación provisional del presente Convenio, y toda adhesión al mismo, así como toda notificación y aviso que reciba en virtud del artículo 41 y toda declaración y notificación que reciba con arreglo al artículo 42.

ARTICULO 44

Relación entre el Preámbulo y el Convenio

El presente Convenio comprende el Preámbulo del Acuerdo Internacional sobre los Cereales, 1967.

EN FE DE LO CUAL los infrascritos, debidamente autorizados a este efecto por sus respectivos gobiernos, han firmado este Convenio en las fechas que aparecen frente a sus firmas.

Los textos del presente Convenio, en los idiomas español, francés, inglés y ruso, serán todos igualmente auténticos, quedando los originales depositados en los archivos del Gobierno de los Estados Unidos de América, quien transmitirá copia certificada de los mismos a cada uno de los gobiernos signatarios y de los gobiernos que se añieran.

ANEXO A

Argentina
Australia
Canadá
Comunidad Económica Europea
España
Estados Unidos de América
Grecia
México
Suecia
Unión de Repúblicas Socialistas Soviéticas

ANEXO B

Afganistán
Arabia Saudita
Argelia
Austria
Barbados
Bolivia
Brasil
Bulgaria
Ceilán
Ciudad del Vaticano
Colombia
Comunidad Económica Europea
Corea, República de
Costa Rica
Cuba
Checoslovaquia
Chile
Dinamarca
Ecuador
El Salvador
Filipinas
Finlandia
Ghana
Guatemala
Haití
India

Indonesia
Irán
Irlanda
Islandia
Israel
Japón
Líbano
Libia
Malasia
Nigeria
Noruega
Nueva Zelandia
Panamá
Paquistán
Perú
Polonia
Portugal
Reino de los Países Bajos
(con respecto a los intereses de las
Antillas Neerlandesas y Surinam)
Reino Unido
República Árabe Siria
República Árabe Unida
República Dominicana
Rhodesia del Sur
Rumania
Samoa occidental
San Marino, República de

Sierra Leona
Sudáfrica
Suiza
Trinidad y Tabago
Túnez
Turquía
Uruguay
Venezuela
Viet-Nam, República de
Yugoslavia

МЕЖДУНАРОДНАЯ КОНФЕРЕНЦИЯ ПО ПШЕНИЦЕ, 1967 г.

ПРЕАМБУЛА

Подписавшие настоящее Соглашение,

принимая во внимание, что Международное соглашение по пшенице 1949 года не рассматривалось, возобновлялось или продлевалось в 1953, 1956, 1959, 1962, 1965, 1966 и 1967 годах,

принимая во внимание, что срок действия основных экономических постановлений Международного соглашения по пшенице 1962 года истек 31 июля 1967 г., что срок действия административных постановлений этого Соглашения истекает 31 июля 1968 г. или ранее, если об этом будет принято решение Международным советом по пшенице, и что желательно заключить на последующий период новое соглашение,

принимая во внимание, что Правительства Австралии, Аргентины, Дании, Канады, Норвегии, Соединенного Королевства, Соединенных Штатов Америки, Финляндии, Швеции, Швейцарии, Японии, а также Европейское Экономическое Сообщество и его страны-члены договорились 30 июня 1967 г. провести переговоры на возможно более широкой основе с целью разработать Соглашение по зерновым, которое содержало бы положения относительно торговли пшеницей и оказания продовольственной помощи, приложить все усилия для скорейшего завершения переговоров и, по их завершении, добиваться принятия Соглашения в соответствии с конституционными и административными постановлениями своих стран так скоро, как это будет возможно,

принимая во внимание, что эти Правительства, а также Европейское Экономическое Сообщество и его страны-члены, в соответствии с этими предварительными взаимными обязательствами, подпишут как Конвенцию о торговле пшеницей, так и Конвенцию об оказании продовольственной помощи и что другие Правительства будут иметь возможность присоединиться к одной либо к обеим Конвенциям,

согласились в том, что настоящее Международное соглашение по зерновым 1967 года будет состоять из двух юридических актов - Конвенции о торговле пшеницей, с одной стороны, и Конвенции об оказании продовольственной помощи, с другой, и что эти две Конвенции или одна из них, как это может иметь место, будут представлены для подписания, ратификации, принятия или одобрения в соответствии с конституционными или административными постановлениями, существующими в их странах, заинтересованными Правительствами, а также Европейским Экономическим Сообществом и его странами-членами.

КОНВЕНЦИЯ О ТОРГОВЛЕ ПШЕНИЦЕЙ

ЧАСТЬ I — ОБЩИЕ ПОЛОЖЕНИЯ

СТАТЬЯ 1

Цели

Целями настоящей Конвенции являются:

- a) обеспечивать поставки пшеницы и пшеничной муки для импортирующих стран и рынков сбыта пшеницы и пшеничной муки для экспортных стран по справедливым и устойчивым ценам;
- b) способствовать расширению международной торговли пшеницей и пшеничной мукой и обеспечивать наиболее свободное развитие такой торговли в интересах как экспортных, так и импортирующих стран и содействовать таким образом развитию стран, экономика которых зависит от коммерческих продаж пшеницы; и
- c) в целом содействовать международному сотрудничеству в разрешении проблем мирового рынка пшеницы, учитывая влияние, которое имеет торговля пшеницей на стабильность рынков других сельскохозяйственных товаров.

СТАТЬЯ 2

Определения

1) Для целей настоящей Конвенции:

- a) "Остаток обязательства" означает то количество пшеницы, которое экспортная страна обязана предоставить по цене, не превышающей максимальную, согласно статье 5, т.е. разнице между базисным количеством этой страны в отношении импортирующих стран и действительными коммерческими закупками импортирующих стран в этой стране за соответствующий период в данном сельскохозяйственном году;
- b) "Остаток права" означает то количество пшеницы, которое импортирующая страна имеет право купить по цене, не превышающей максимальную, согласно статье 5,

т.е. разница между базисным количеством этой страны в отношении соответствующей экспортirующей страны или стран, в зависимости от контекста, и ее действительными коммерческими закупками в этих странах за соответствующий период в данном сельскохозяйственном году;

- c) "Бушель" в отношении пшеницы означает шестьдесят английских фунтов, или 27,2155 килограмма;
- d) "Издержки по хранению" включают в себя расходы по складированию, кредитованию и страхованию пшеницы, находящейся на складе;
- e) "Засвидетельствованная семенная пшеница" означает пшеницу, которая была официально засвидетельствована в качестве таковой согласно практике, принятой в данной стране происхождения, и которая соответствует утвержденным в этой стране стандартным спецификациям в отношении семенной пшеницы;
- f) "каф" означает стоимость товара и фрахт;
- g) "Совет" означает Международный совет по пшенице, созданный согласно Международному соглашению по пшенице 1949 года и сохраненный в соответствии со статьей 25;
- h) "Страна" включает Европейское Экономическое Сообщество;
- i) "Сельскохозяйственный год" означает период с 1 июля по 30 июня;
- j) "Базисное количество" означает:
 - i) в отношении экспортirующей страны - среднегодовые коммерческие закупки пшеницы в данной стране импортирующими странами в соответствии со статьей 15;
 - ii) в отношении импортirющей страны - среднегодовые коммерческие закупки в экспортirующих странах или в какой-то конкретной экспортirющей стране, в зависимости от контекста, в соответствии со статьей 15;и включает, где это необходимо, любые изменения, внесенные в соответствии с пунктом 1 статьи 15;
- k) "Денатурированная пшеница" означает пшеницу, которая становится непригодной для пищевых целей после переработки;

- 1) "Исполнительный комитет" означает комитет, созданный согласно статье 30;
- м) "Экспортирующая страна" означает, в зависимости от контекста, либо:
 - и) Правительство страны, указанной в приложении А, которое ратифицировало, приняло, одобрило или присоединилось к настоящей Конвенции и не вышло из состава ее участников; либо
 - ii) страну и территории, на которые распространяются права и обязательства ее Правительства по настоящей Конвенции;
- н) "фак" означает справедливое среднее качество;
- о) "фоб" означает франко-борт;
- р) "Зерновые" включают пшеницу, рожь, ячмень, овес, кукурузу и сорго;
- q) "Импортирующая страна" означает, в зависимости от контекста, либо:
 - и) Правительство страны, указанной в приложении В, которое ратифицировало, приняло, одобрило или присоединилось к настоящей Конвенции и не вышло из состава ее участников; либо
 - ii) страну и территории, на которые распространяются права и обязательства ее Правительства по настоящей Конвенции;
- г) "Торговые расходы" означают все обычные расходы по сбыту, фрахтованию и отправке;
- с) "Максимальная цена" означает максимальные цены, указанные в статьях 6 или 7 или определенные согласно статьям 6 или 7, или одну из этих цен, в зависимости от контекста;
- т) "Заявление о максимальной цене" означает заявление, сделанное в соответствии со статьей 9;
- у) "Страна-участник" означает :
 - и) Правительство страны, которое ратифицировало, приняло, одобрило или присоединилось к настоящей Конвенции и не вышло из состава ее участников; либо
 - ii) страну и территории, на которые распространяются права и обязательства ее Правительства по настоящей Конвенции;
- в) "Метрическая тонна", или 1000 килограммов, означает в отношении пшеницы 36,74371 бушелл;

- w) "Минимальная цена" означает минимальные цены, указанные в статьях 6 или 7 или определенные согласно статьям 6 или 7, или одну из этих цен, в зависимости от контекста;
- x) "Цены в установленных пределах" означает цены между минимальными и максимальными ценами, как это указано в статьях 6 или 7 или определено согласно статьям 6 или 7, включая минимальные, но исключая максимальные цены;
- y) "Комитет по пересмотру цен" означает комитет, образованный в соответствии со статьей 31;
- z)
 - i) "Закупка" означает закупку для импорта пшеницы, экспортаемой или подлежащей экспорту из экспортirющей страны или из какой-либо другой неэкспортirющей страны, в зависимости от конкретного случая, или количество закупленной таким образом пшеницы, в зависимости от контекста;
 - ii) "Продажа" означает продажу для экспорта пшеницы, импортируемой или подлежащей импорту импортирующей страной или какой-либо другой неимпортирующей страной, в зависимости от конкретного случая, или количество проданной таким образом пшеницы, в зависимости от контекста;
 - iii) в тех статьях настоящей Конвенции, в которых делается ссылка на продажу или закупку, следует понимать, что этот термин относится не только к сделкам между заинтересованными Правительствами, но и к сделкам между частными фирмами, а также между частной фирмой и заинтересованным Правительством. В данном случае термин "Правительство" означает Правительство любой территории, на которую права и обязательства любого Правительства, ратифицирующего, принимающего, одобряющего или присоединяющегося к настоящей Конвенции, распространяются согласно статье 42;
- aa) "Подкомитет по ценам" означает Подкомитет, образованный в соответствии со статьей 31;
- bb) "Территория" в отношении экспортirющей или импортирующей страны означает любую территорию, на которую распространяются права и обязательства Правительства данной страны по настоящей Конвенции, согласно статье 42;

- cc) "Пшеница" означает пшеницу в зерне любого вида, класса, или качества, или в зависимости от контекста, за исключением статьи 6, пшеничную муку.
- 2) Все пересчеты на зерно закупок пшеничной муки должны производиться по эквивалентам на базе процента помола, указанного в контракте по договоренности между продавцом и покупателем. При отсутствии в контракте указания на такой эквивалент, если Совет не решит иначе, семьдесят две единицы веса пшеничной муки должны, для целей таких подсчетов, считаться равными ста единицам веса пшеницы в зерне.

СТАТЬЯ 3

Коммерческие закупки и специальные сделки

- 1) Коммерческой закупкой в контексте настоящей Конвенции является закупка, отвечающая данному в статье 2 определению и соответствующая обычной коммерческой практике в международной торговле, за исключением сделок, о которых речь идет в пункте 2 настоящей статьи.
- 2) Специальной сделкой в контексте настоящей Конвенции является такая сделка, которая, независимо от того, находятся ли цены в установленных пределах, включает особые условия, не соответствующие обычной коммерческой практике, в связи с участием в заключении такой сделки Правительства заинтересованной страны. К категории специальных сделок относятся следующие:
- a) продажа на условиях кредита, при которой в результате участия Правительства процентная ставка, срок платежа и другие условия не соответствуют коммерческим ставкам, срокам или условиям, существующим на мировом рынке;
 - b) продажа, при которой пшеница оплачивается за счет займа, предоставленного Правительством экспортirующей страны для закупки пшеницы;
 - c) продажа с оплатой в валюте импортирующей страны, которая не обратима в валюту или товары для использования в экспортirющей стране;

- d) продажа по торговым соглашениям, в которых предусматриваются особые платежные условия, включаяние клиринговые расчеты с урегулированием кредитовых сальдо в двустороннем порядке путем обмена товарами, за исключением тех случаев, когда заинтересованная экспортрующая и импортирующая страны договариваются о том, что продажу следует считать коммерческой;
 - e) бартерные сделки,
 - i) которые заключаются при участии Правительства и при которых пшеница предоставляется в товарообменные сделки по ценам иным, чем существующие на мировом рынке, или
 - ii) которые заключаются в рамках государственных программ закупок, за исключением тех случаев, когда закупка пшеницы является предметом бартерной сделки, при которой страна конечного назначения не указана в первоначальном бартерном договоре;
 - f) предоставление пшеницы в порядке дара или закупка пшеницы из средств, безвозмездно предоставленных с этой целью экспортрующей страной;
 - g) любые другие определенные Советом категории сделок, включаяние особые условия, не соответствующие обычной коммерческой практике, в связи с участием в заключении таких сделок Правительства заинтересованной страны.
- 3) Если Исполнительный Секретарь или какая-либо экспортрующая или импортирующая страна ставит вопрос о том, является ли данная сделка коммерческой закупкой согласно определению пункта 1 настоящей статьи или специальной сделкой согласно определению пункта 2 настоящей статьи, решение выносится Советом.

ЧАСТЬ II - КОММЕРЧЕСКАЯСТАТЬЯ 4Коммерческие закупки и обязательства по поставкам

- 1) Каждая страна-участник обязуется экспортirовать пшеницу по ценам в установленных пределах.
- 2) Каждая страна-участник, импортирующая пшеницу, признает на себя обязательство в том, что максимальная доля ее общих коммерческих закупок пшеницы в любом сельскохозяйственном году будет приходиться на страны-участники, за исключением случаев, предусмотренных в пункте 4 ниже. Эта доля не должна быть меньше определенного процента, установленного Советом по согласованию с заинтересованной страной.
- 3) Экспортirущие страны совместно обязуются предоставлять пшеницу для закупок импортирующими странами по ценам в установленных пределах в течение любого сельскохозяйственного года в количествах, достаточных для удовлетворения на регулярной и долгосрочной основе их коммерческих потребностей, если только не находятся в силе другие положения этой Конвенции.
- 4) В случае чрезвычайных обстоятельств Совет может предоставлять любой стране-участнику, по представлении последней удовлетворительных доказательств, право частичного освобождения от выполнения обязательств, содержащихся в пункте 2 настоящей статьи.
- 5) Каждая страна-участник обязуется импортировать пшеницу из стран, не являющихся участниками Конвенции по ценам в установленных пределах.
- 6) Считается, что цены находятся в установленных пределах, когда пшеница предоставляется для закупок или когда происходят продажи и закупки:
 - a) по ценам, равным максимальным ценам или превышающим их, установленным в статье 6, когда такие меры не находятся в противоречии с положениями статей 5, 9 и 10, или

- b) по ценам, соответствующим минимальным ценам, установленным в статье 6, или положениям о роли минимальных цен, предусмотренным в статье 8.

СТАТЬЯ 5

Закупки по максимальной цене

- 1) Если Совет делает заявление о максимальной цене в отношении какой-либо экспортрующей страны, то эта страна должна предоставить для закупок импортирующими странами по цене, не превышающей максимальную, остаток ее обязательства в отношении этих стран. Размер этого остатка обязательства не должен превышать остатка права любой импортирующей страны в отношении всех экспортрующих стран.
- 2) Если Совет делает заявление о максимальной цене в отношении всех экспортрующих стран, то каждая импортирующая страна имеет право на время действия заявления о максимальной цене:
- a) закупать у экспортрующих стран по ценам, не превышающим максимальную, ее остаток права в отношении всех экспортрующих стран; и
 - b) закупать пшеницу в любой другой стране, и это не будет рассматриваться как нарушение пункта 2 статьи 4.
- 3) Если Совет делает заявление о максимальной цене в отношении одной или нескольких экспортрующих стран, но не в отношении всех экспортрующих стран, то каждая импортирующая страна имеет право на время действия заявления о максимальной цене:
- a) закупать пшеницу в соответствии с пунктом 1 настоящей статьи в одной или нескольких экспортрующих странах и закупать остаток ее коммерческих потребностей по ценам в установленных пределах в других экспортрующих странах;
 - b) закупать пшеницу в любой другой стране, и это не будет рассматриваться как нарушение пункта 2 статьи 4, в размере остатка права импортера в отношении этой одной или этих нескольких экспортрующих стран на дату заявления о максимальной цене при условии, что такой остаток не превышает ее остаток права в отношении всех экспортрующих стран.

- 4) Закупки любой импортирующей страной в какой-либо экспортирующей стране сверх остатка права этой импортирующей страны в отношении всех экспортирующих стран не уменьшают обязательства этой экспортирующей страны по настоящей статье. Любая пшеница, происходящая из экспортирующей страны в данном сельскохозяйственном году, закупленная у импортирующей страны другой импортирующей страной, будет рассматриваться как закупка, произведенная второй импортирующей страной в данной экспортирующей стране, при условии, что остаток права второй импортирующей страны в отношении всех экспортирующих стран не будет этим самым превышен. Принимая во внимание положения статьи 19, предыдущая фраза действительна в отношении пшеничной муки, если только она происходит из соответствующей экспортирующей страны.
- 5) При определении выполнения импортирующей страной процентного обязательства, установленного согласно пункту 2 статьи 4, в период действия заявления о максимальной цене, за исключением оговорок в пунктах 2"б" и 3"б" данной статьи,
- принимается во внимание закупки, производимые у любой страны-участника, включая экспортирующую страну, в отношении которой было сделано заявление, и
 - совершенно не учитываются закупки, которые произведены в какой-либо стране, не являющейся участником Конвенции.
- 6) Пшеница, предоставляемая для закупок в соответствии с положениями настоящей статьи, по своему типу и качеству должна, по возможности, соответствовать той пшенице, которая обычно используется в торговле обеих стран в текущем сельскохозяйственном году. Заинтересованные страны в необходимых случаях принимают с этой целью согласованные между собой меры.

СТАТЬЯ 6

Цены на пшеницу

- 1) На время действия настоящей Конвенции устанавливается следующая шкала минимальных и максимальных цен на условиях фоб порты Мексиканского залива:

| | <u>Минимальная цена</u> (в долл. США за бушель) | <u>Максимальная цена</u> |
|---|--|----------------------------------|
| <u>Канада</u> | | |
| Манитоба № 1 | 1,95 ¹ / ₂ | 2,35 ¹ / ₂ |
| Манитоба № 3 | 1,90 | 2,30 |
| <u>Соединенные Штаты Америки</u> | | |
| Дарк Нортэрн Спринг № 1, 14% | 1,83 | 2,23 |
| Хард Ред Винтер № 2 (обычная) | 1,73 | 2,13 |
| Вестерн Уайт № 1 | 1,68 | 2,08 |
| Софт Ред Винтер № 1 | 1,60 | 2,00 |
| <u>Аргентина</u> | | |
| Плэйт | 1,73 | 2,13 |
| <u>Австралия</u> | | |
| ФАК | 1,68 | 2,08 |
| <u>Европейское экономическое сообщество</u> | | |
| Стандартная | 1,50 | 1,90 |
| <u>Швеция</u> | | |
| Гроцни | 1,50 | 1,90 |
| <u>Испания</u> | | |
| Пшеница тонкого помола | 1,60 | 2,00 |
| Пшеница обычная | 1,50 | 1,90 |

- 2) Минимальные и максимальные цены для сортов канадской и американской пшеницы, упомянутых выше, на условиях фоб северо-западные порты Тихоокеанского побережья должны быть на 6 центов ниже, чем цены, указанные в пункте 1 настоящей статьи.
- 3) Минимальные и максимальные цены на мексиканскую пшеницу по образцу или по описанию на условиях фоб мексиканские порты на Тихом океане или франко мексиканская граница, в зависимости от конкретного случая, должны быть установлены в размере 1,55 и 1,95 долл. США соответственно за бушель.
- 4) Минимальные цены, указанные в настоящей статье могут быть изменены в соответствии с положениями статей 8 и 31.

- 5) Минимальные и максимальные цены для австралийской пшеницы ФАК на условиях фоб австралийские порты должны быть на 5 центов ниже цены, эквивалентной цене КАФ в портах Соединенного Королевства, исчисленной на основе минимальных и максимальных цен, указанных в пункте 1 настоящей статьи, на пшеницу США Хард Ред Винтер № 2 (обычная) на условиях фоб порты Мексиканского залива с учетом преобладающих в данное время транспортных расходов.
- 6) Минимальными и максимальными ценами для аргентинской пшеницы фоб аргентинские порты с назначением в районы бассейнов Тихого и Индийского океанов должны быть цены, эквивалентные цене КАФ в порту Иокогама, исчисленные на основе минимальных и максимальных цен, указанных в пункте 2 настоящей статьи, на пшеницу США Хард Ред Винтер № 2 (обычная) фоб северо-западные порты Тихоокеанского побережья с учетом преобладающих в данное время транспортных расходов.
- 7) Минимальными и максимальными ценами для:
- указанных сортов американской пшеницы на условиях фоб порты Атлантического побережья США, Великих озер и канадские порты Св. Лаврентия;
 - упомянутых сортов канадской пшеницы на условиях фоб Форт-Вильям/Порт-Артур, порты Св. Лаврентия, атлантические порты и порт Черчиль;
 - аргентинской пшеницы на условиях фоб аргентинские порты с назначением в районы, иные, чем те, которые упомянуты в пункте 6 настоящей статьи, должны быть цены, эквивалентные ценам КАФ в Антверпене/Роттердаме, исчисленные на основе минимальных и максимальных цен, указанных в пункте 1 настоящей статьи, с учетом преобладающих в данное время транспортных расходов.
- 8) Минимальными и максимальными ценами на стандартную пшеницу Европейского экономического сообщества должны быть цены, эквивалентные цене КАФ в стране назначения или цене КАФ в соответствующем порту для доставки в страну назначения, исчисленные на основе минимальных цен, указанных в пунктах 1 и 2 настоящей статьи, на пшеницу США Хард Ред Винтер

№ 2 (обычная) фоб США, с учетом преобладающих в данное время транспортных расходов, а также с учетом разницы в ценах, соответствующих качественным различиям, установленным в шкале эквивалентов.

- 9) Минимальными и максимальными ценами на шведскую пшеницу должны быть цены, эквивалентные цене КАФ в стране назначения или цене КАФ в соответствующем порту для доставки в страну назначения, исчисленные на основе минимальных и максимальных цен, указанных в пунктах 1 и 2 настоящей статьи, на пшеницу США Хард Ред Винтер № 2 (обычная), фоб США, с учетом преобладающих в данное время транспортных расходов, а также с учетом разницы в ценах, соответствующих качественным различиям, установленным в шкале эквивалентов.
- 10) Минимальными и максимальными ценами на греческую пшеницу должны быть цены, эквивалентные цене КАФ в стране назначения или цене КАФ в соответствующем порту для доставки в страну назначения, исчисленные на основе минимальных и максимальных цен, указанных в пунктах 1 и 2 настоящей статьи, на пшеницу США Хард Ред Винтер № 2 (обычная), фоб США, с учетом преобладающих в данное время транспортных расходов, а также с учетом разницы в ценах, соответствующих качественным различиям, установленным в шкале эквивалентов.
- 11) Минимальными и максимальными ценами на испанскую пшеницу должны быть цены, эквивалентные цене КАФ в стране назначения или цене КАФ в соответствующем порту для доставки в страну назначения, исчисленные на основе минимальных и максимальных цен, указанных в пунктах 1 и 2 настоящей статьи, на пшеницу США Хард Ред Винтер № 2 (обычная), фоб США, с учетом преобладающих в данное время транспортных расходов, а также с учетом разницы в ценах, соответствующих качественным различиям, установленным в шкале эквивалентов.
- 12) В отношении других сортов пшеницы из стран, указанных в пункте 1 настоящей статьи, методы вычисления минимальных и максимальных цен, упомянутых в пункте 2, или эквивалентов этих цен, указанных в пунктах 5-11 настоящей статьи, должны применяться таким же образом, как и к тем сортам пшеницы, которые упомянуты в этих пунктах.

- 13) Комитет по пересмотру цен может в консультации с Подкомитетом по ценам:
- a) определять эквиваленты минимальных и максимальных цен на пшеницу в пунктах, помимо тех, которые указаны в пунктах 1, 2 и 3 и пунктах 5-11 настоящей статьи, и
 - b) определять на условиях фоб порты Мексиканского залива минимальные и максимальные цены на любой вид, класс, тип, сорт или качество пшеницы, помимо тех, которые указаны в пунктах 1 и 3 настоящей статьи, при условии, что разница между минимальными и максимальными ценами составляет 40 центов за бушель; в случае же пшеницы страны, не упомянутой в этих пунктах, Комитет будет действовать в соответствии с предыдущим подпунктом, если им еще не было принято решение в отношении этой пшеницы.
- 14) В отношении других сортов пшеницы, для которых минимальные и максимальные цены не были указаны, минимальные и максимальные цены на условиях фоб порты Мексиканского залива будут временно рассчитываться на основе минимальных и максимальных цен вида, класса, типа, сорта или качества, указанных в пунктах 1 и 3 или предусмотренных пунктом 13 "б" настоящей статьи, которые наиболее близко сопоставимы с такими другими сортами пшеницы, путем добавления соответствующей надбавки или вычета соответствующей скидки. Подобные надбавки или скидки могут быть в необходимых случаях установлены или изменены Комитетом по пересмотру цен. Комитет по пересмотру цен действует в соответствии с положениями настоящего пункта на своих заседаниях, созываемых в соответствии с пунктами 1, 3 или 6 статьи 9.
- 15) Никакая минимальная или максимальная цена на условиях фоб порты Мексиканского залива, установленная согласно положениям пункта 13 "б" настоящей статьи, не должна быть соответственно выше минимальной или максимальной цены из пшеницы Manitoba Северная № 1, указанной в пункте 1 настоящей статьи.

- 16) Эквиваленты минимальных и максимальных цен, упомянутые в пунктах 5-11 настоящей статьи, рассчитываются регулярно через определенные промежутки времени секретариатом Совета при участии Подкомитета по ценам, с учетом расходов по перевозке морским путем, которая является наиболее обычным способом перевозок, и на основе принципа возможно большей сопоставимости соответствующих портов.
- 17) В целях сравнения цены на какой-либо сорт пшеницы, установленной в другой валюте, помимо валюты США, с минимальными и максимальными ценами или их эквивалентами, вычисленными в соответствии с положениями настоящей статьи, эта цена должна быть конвертируема в валюту США по существующему в данное время обменному курсу. Все споры относительно конвертируемости цен разрешаются Комитетом по пересмотру цен.
- 18) Минимальные и максимальные цены и их эквиваленты исключают такие транспортные расходы и торговые издержки, которые могут быть согласованы между покупателем и продавцом, при условии, что транспортные расходы будет нести покупатель лишь после согласования даты, указанной в контракте, по которому продается пшеница.
- 19) Твердая пшеница и засвидетельствованная семенная пшеница исключаются из положений, относящихся к максимальным ценам, а денатурированная пшеница – из положений, относящихся к минимальным ценам.
- 20) Если какая-либо страна-участник без ущерба для применения статьи 8 представит доказательства Комитету по пересмотру цен, что вычисление эквивалента минимальной или максимальной цены согласно положениям пунктов 5-11 или пункта 13 настоящей статьи с учетом текущих транспортных расходов уже не является более справедливым, Комитет рассматривает этот вопрос и может в консультации с Подкомитетом по ценам внести такие изменения, какие он сочтет необходимыми.
- 21) Все решения Комитета по пересмотру цен, принятые в соответствии с пунктами 13, 14, 17 или 20 настоящей статьи, являются обязательными для всех стран-участников при условии, что любая страна-участник, которая считает, что такое решение является неблагоприятным для нее, может просить Совет пересмотреть это решение.

22) Любая страна, у которой имеется один или несколько сортов пшеницы, указанных в настоящей статье, представляет Совету в каждом сельскохозяйственном году экземпляр действующих официальных спецификаций, норм или описания для тех сортов пшеницы, для которых они имеются. По просьбе Секретариата, страны, экспортирующие пшеницу, представляют Совету, где они имеются, действующие официальные спецификации, нормы или описание сортов пшеницы, которые не указаны в настоящей статье.

СТАТЬЯ 7

Цены на пшеничную муку

- 1) Цены на пшеничную муку при коммерческих закупках будут считаться совместными с ценами на пшеницу, указанными в статье 6 или установленными в соответствии с этой статьей, если Совет не получит от какой-либо страны-участника заявления о противном, подтвержденного соответствующей информацией; в этом случае Совет при содействии любых заинтересованных стран рассматривает данный вопрос и выносит решение относительно совместности этих цен.
- 2) Если одна или несколько стран-участников считают, что существующая определенная практика в области международной торговли в некоторых случаях привела к нарушениям совместности, которая должна существовать между ценами на пшеничную муку и ценами на пшеницу, и полагают, что их интересы были серьезно ущемлены этой практикой, они могут просить о проведении консультаций с заинтересованной или заинтересованными странами-участниками.
- 3) Совет может проводить в сотрудничестве со странами-участниками исследования о соотношении цен на пшеничную муку и на пшеницу.

СТАТЬЯ 8

Роль минимальных цен

Цель шкалы минимальных цен заключается в том, чтобы содействовать стабильности рынка, которая позволяет определять, когда уровень рыночных цен на любой сорт пшеницы является минимальным или приближается к нему. Так как соотношение цен между типами и качеством пшеницы колеблется в зависимости от конкурирующих обстоятельств, предусматривается пересмотр и регулирование минимальных цен.

- 1) Если секретариат Совета, регулярно наблюдая за конъюнктурой рынка, считает, что сложилось или неминуемо сложится такое положение, которое, по всей вероятности, поставит под угрозу преследуемые Конвенцией цели в отношении положений о минимальных ценах, или если какая-либо страна-участник обращает внимание секретариата Совета на такое положение, Исполнительный секретарь созывает заседание Комитета по пересмотру цен в течение двух дней и одновременно уведомляет об этом страны, участвующие в Конвенции.
- 2) Комитет по пересмотру цен изучает сложившееся положение с ценами, с тем чтобы достичнуть соглашения относительно мер, которые должны быть приняты странами-участниками для восстановления стабильности цен и сохранения цен на минимальном уровне или выше этого уровня, и уведомляет Исполнительного секретаря о дате, когда соглашение было достигнуто, и о мерах, принятых для стабилизации рынка.
- 3) Если по истечении трех дней заседаний Комитет по пересмотру цен не сможет достичнуть соглашения о мерах, которые необходимо принять для стабилизации рынка, председатель Совета созывает сессии Совета в течение двух дней для рассмотрения вопроса о необходимых дальнейших мерах. Если по истечении не более трех дней рассмотрения Советом данного вопроса какая-либо страна-участник экспортирует или предлагает пшеницу по ценам ниже минимальных цен, установленных Советом, Совет принимает решение о том, следует ли отложить выполнение положений настоящей Конвенции и в положительном случае - в какой мере.
- +) Если минимальная цена была установлена в соответствии с вышеизложенными положениями, регулирование цен прекращается, если Комитет по пересмотру цен или Совет сочтут, что обстоятельства, требовавшие такого регулирования, более не существуют.

СТАТЬЯ 9

Заявление о максимальной цене

- 1) Исполнительный секретарь, который постоянно изучает цены на пшеницу, незамедлительно созывает заседание Комитета по пересмотру цен, если он считает или если Подкомитет по ценам или какая-либо страна-участник информируют его о том, что, по их мнению, возникло положение, когда экспортующая страна предоставляет какой-либо сорт пшеницы для закупок

импортирующими странами по цене, приближающейся к максимальной. Если Комитет по пересмотру цен решит, что подобное положение возникло, Исполнительный секретарь немедленно информирует об этом все страны, участвующие в Конвенции.

- 2) Как только экспорт�ющая страна предоставит для закупок импортирующими странами какое-то количество пшеницы любого сорта по цене не ниже максимальной, она уведомляет об этом Совет. По получении такого уведомления Исполнительный секретарь, действуя от имени Совета, делает, за исключением случаев, предусмотренных в пункте 6 настоящей статьи и пункте 6 статьи 16, соответствующее заявление, которое в настоящей Конвенции называется заявлением о максимальной цене. Исполнительный секретарь направляет заявление о максимальной цене всем странам-участникам как можно скорее после того, как оно было сделано.
- 3) В уведомлении, направляемом согласно пункту 2 настоящей статьи, экспорт�ющая страна должна будет:

- a) в случае если какое-то количество пшеницы любого сорта, которая указывается в уведомлении, не является той пшеницей, в отношении которой установлена максимальная цена или она определена в соответствии с положениями статьи 6, указать цену, являющуюся, по ее мнению, максимальной ценой на пшеницу в настоящее время на условиях фоб порты Мексиканского залива;
- b) в отношении всех сортов пшеницы, которые упоминаются в уведомлении, указать, какие цены считаются максимальными на дату уведомления в пунктах, откуда обычно экспорт�уется пшеница.

Исполнительный секретарь информирует соответственно все остальные страны, участвующие в Конвенции. Если какая-либо страна-участник представит Исполнительному секретарю доказательства того, что указанные выше цены не являются максимальными ценами на данную пшеницу, Исполнительный секретарь незамедлительно созывает заседание Комитета по пересмотру цен, который в консультации с Подкомитетом по ценам принимает решение в отношении максимальных цен, по поводу которых было сделано представление.

- 4) Как только экспортirующая страна снова предоставит для закупок импортирующим странами пшеницу всех сортов по ценам ниже максимальной, которая ранее предлагалась по ценам не ниже максимальной, она уведомляет об этом Совет. Вслед за этим Исполнительный секретарь, выступая от имени Совета, прекращает действие заявления о максимальной цене в отношении данной страны путем соответствующего дополнительного заявления. Исполнительный секретарь направляет это дополнительное заявление всем экспортirующим и импортирующим странам как можно скорее после того, как такое заявление было сделано.
- 5) Совет должен предусмотреть в своих правилах процедуры положения для осуществления пунктов 2 и 4 настоящей статьи, включая правила, определяющие дату вступления в силу заявлений, сделанных согласно настоящей статье.
- 6) Если в каком-либо случае, по мнению Исполнительного секретаря, экспортirующая страна не сделала уведомления на основании пунктов 2 или 4 настоящей статьи или сделала неправильное уведомление, Исполнительный секретарь незамедлительно созывает, не нарушая в последнем случае положений пунктов 2 или 4, заседание Подкомитета по ценам. Если в каком-либо случае, по мнению Исполнительного секретаря, экспортirующая страна сделала уведомление на основании пункта 2, но содержащиеся в нем факты не дают основания для заявления о максимальной цене, он такого заявления не делает и передает вопрос на рассмотрение заседания Подкомитета, незамедлительно созываемого для этой цели. Если Подкомитет решит на основании настоящего пункта или в соответствии со статьей 31, что заявление на основании пунктов 2 или 4 должно быть или не должно быть сделано или является неправильным - в зависимости от конкретных обстоятельств, - Комитет по пересмотру цен может соответственно незамедлительно сделать заявление или воздержаться от него, или отменить любое ранее сделанное заявление. Исполнительный секретарь возможно скорее направляет такое заявление всем странам-участникам или уведомляет их об отмене заявления.
- 7) В любом заявлении, сделанном на основании настоящей статьи, конкретно указывается тот сельскохозяйственный год или те сельскохозяйственные годы, к которым это заявление относится и к которым соответственно настоящая Конвенция должна применяться.

- 8) Если какая-либо экспортирующая или импортирующая страна считает, что заявление на основании настоящей статьи должно быть сделано или не должно быть сделано — в зависимости от конкретного случая, она может передать этот вопрос на рассмотрение Совета. Если Совет сочтет, что представление заинтересованной страны достаточно обоснованно, то Совет соответственно делает заявление или отменяет ранее сделанное заявление.
- 9) Любое заявление, сделанное на основании пунктов 2, 4 или 6 настоящей статьи и отмеченное в соответствии с настоящей статьей, должно рассматриваться как имеющее полную силу вплоть до даты его отмены, и такая отмена не должна лишать силы всего того, что было сделано на основании этого заявления до его отмены.
- 10) Для целей настоящей статьи в понятие "пшеница" не включается твердая пшеница и засвидетельствованная семенная пшеница.

СТАТЬЯ 10

Статус Европейского экономического сообщества

- 1) Европейское экономическое сообщество, которое постоянно и непрерывно осуществляет импортные и экспортные операции на мировом рынке, указывается одновременно в приложении А и в приложении В настоящей Конвенции в качестве экспортирующей и в качестве импортирующей страны со всеми связанными с этим правами и обязательствами.
- 2) Что касается, однако, обязательств Европейского экономического сообщества в качестве экспортирующей страны, в случае когда сделано заявление о максимальной цене в отношении пшеницы Европейского экономического сообщества, то последнее предоставляет пшеницу в распоряжение импортирующих стран-участников настоящей Конвенции по цене, которая не превышает максимальную цену. Кроме того, Европейское экономическое сообщество принимает все необходимые меры в соответствии с постановлениями, регулирующими его общую политику в области сельского хозяйства, для направления указанного количества пшеницы, предназначенной для экспорта, на справедливой основе импортирующим странам-участникам настоящей Конвенции.

СТАТЬЯ 11

Регулирование в случае низкого урожая

- 1) Любая экспортирующая страна, которая опасается, что вследствие низкого урожая она не сможет выполнить своих обязательств по настоящей Конвенции в каком-нибудь

определенном сельскохозяйственном году, сообщает об этом Совету как можно раньше и просит Совет освободить ее частично или полностью от ее обязательств на данный сельскохозяйственный год. Заявление, представленное Совету в соответствии с настоящим пунктом, рассматривается безотлагательно.

- 2) Совет при рассмотрении просьбы страны об освобождении от обязательства согласно настоящей статье выясняет положение с пшеницей в экспортirующей стране, а также в какой степени эта страна придерживалась принципа, согласно которому ей следует стремиться в максимальной степени предлагать для закупок пшеницу в целях выполнения ее обязательств по настоящей Конвенции.
- 3) Совет при рассмотрении просьбы об освобождении от обязательств согласно настоящей статье также учитывает значение того, чтобы экспортirующая страна придерживалась принципа, изложенного в пункте 2 настоящей статьи.
- 4) Если Совет находит, что заявление экспортirющей страны является достаточно обоснованным, то решает, в какой степени и на каких условиях эта страна освобождается от выполнения своих обязательств на соответствующий сельскохозяйственный год. Совет информирует эту экспортirющую страну о своем решении.
- 5) Если Совет решит, что экспортirующая страна освобождается на соответствующий сельскохозяйственный год полностью или частично от обязательств согласно статье 5, то Совет должен увеличить обязательства, т.е. базисные количества других экспортirующих стран до размеров, согласованных с каждой из этих стран. Если такие увеличения не компенсируют освобождений, предоставленных по пункту 4 настоящей статьи, то Совет уменьшает права, т.е. базисные количества импортirующих стран, до размеров, согласованных с каждой из этих стран.
- 6) Если освобождение экспортirющей страны от обязательств в соответствии с пунктом 4 настоящей статьи не может быть полностью возмещено мероприятиями, предпринятыми в соответствии с пунктом 5, то Совет пропорционально уменьшает права, т.е. базисные количества импортirующих стран, принимая во внимание уменьшение обязательств, произведенное согласно пункту 5.
- 7) Если обязательство, т.е. базисное количество экспортirющей страны, уменьшено в соответствии с пунктом 4 настоящей статьи, то такое уменьшение должно учитываться при

установлении ее базисного количества и базисных количеств других экспортirующих стран в последующие сельскохозяйственные годы как закупленное в этой экспортirющей стране в соответствующем сельскохозяйственном году. При данных обстоятельствах Совет определяет, следует ли, и если необходимо, то каким образом прибегать к какому-либо пересмотру базисных количеств импортirующих стран в последующие сельскохозяйственные годы в результате применения настоящего пункта.

8) Если право, т.е. базисное количество импортirющей страны, сокращено в соответствии с пунктом 5 или 6 настоящей статьи с целью компенсации освобождения, предоставленного экспортirющей стране в соответствии с пунктом 4, то размер такого сокращения базисного количества рассматривается как закупка, произведенная в данном сельскохозяйственном году в этой экспортirющей стране для целей установления базисного количества этой импортirющей страны в последующие сельскохозяйственные годы.

СТАТЬЯ 12

Регулирование в случае необходимости защиты платежного баланса или валютных резервов

- 1) Любая импортirующая страна, которая опасается, что необходимость защиты платежного баланса или валютных резервов, возможно, помешает ей выполнить свои обязательства по настоящей Конвенции в каком-нибудь определенном сельскохозяйственном году, сообщает об этом Совету как можно раньше и просит Совет освободить ее частично или полностью от ее обязательств на данный сельскохозяйственный год. Заявление, представляемое Совету в соответствии с настоящим пунктом, рассматривается безотлагательно.
- 2) Если обращение в Совет делается на основании пункта 1 настоящей статьи, то Совет наряду со всеми другими обстоятельствами, которые будут признаны им относящимися к делу, обращается к Международному валютному фонду за заключением и принимает последнее во внимание, если это касается страны-члена Фонда, относительно самого факта существования и отечени необходимости в такой защите, о которой говорится в пункте 1.

- 3) Совет при рассмотрении просьбы страны об освобождении ее от обязательств согласно настоящей статье учитывает значение того, чтобы импортирующая страна придерживалась принципа, согласно которому ей следует стремиться в максимально возможной степени закупать пшеницу в целях выполнения ее обязательств по настоящей Конвенции.
- 4) Если Совет находит, что заявление соответствующей импортирующей страны является достаточно обоснованным, то он решает, в какой степени и на каких условиях данная страна освобождается от выполнения своих обязательств на соответствующий сельскохозяйственный год. Совет информирует эту импортирующую страну о своем решении.

СТАТЬЯ 13

Регулирование и дополнительные закупки в случае острой потребности в пшенице

- 1) Если возникло или предвидится возникновение острой потребности в пшенице на территории импортирующей страны, то эта страна может обратиться в Совет за содействием в отношении дополнительных поставок пшеницы. С целью облегчения чрезвычайного положения, создавшегося в связи с возникновением острой потребности в пшенице, Совет рассматривает в срочном порядке это обращение и выносит соответствующие рекомендации экспортирующим и импортирующим странам в отношении мер, которые должны быть ими приняты.
- 2) При решении вопроса о том, какая должна быть вынесена рекомендация в связи с обращением импортирующей страны на основании предыдущего пункта, Совет учитывает фактические коммерческие закупки этой страны в странах-участниках или объем ее обязательств согласно статье 4 настоящей Конвенции в зависимости от обстоятельств.
- 3) Никакие меры, принятые экспортирующей или импортирующей страной во исполнение рекомендации, вынесенной на основании пункта 1 настоящей статьи, не влияют на базисные количества любой экспортирующей или импортирующей страны в последующие сельскохозяйственные годы.

СТАТЬЯ 14

Другие случаи регулирования

- 1) Экспортирующая страна может передать часть ее остатка обязательств другой экспортирующей стране, а импортирующая страна может передать часть ее остатка права другой

импортирующей стране на какой-либо сельскохозяйственный год при условии одобрения Советом.

- 2) Любая импортирующая страна может в любое время путем письменного уведомления Совета увеличить свое процентное обязательство, которое она взяла на себя по пункту 2 статьи 4, и это увеличение вступает в силу со дня получения Советом такого уведомления.
- 3) Любая импортирующая страна, которая считает, что ее интересы в отношении процентного обязательства, взятого ею согласно пункту 2 статьи 4, серьезно ущемлены вследствие выхода из настоящей Конвенции какой-либо экспортрующей страны, имеющей не менее 50 голосов, может путем письменного уведомления Совета просить о сокращении ее процентного обязательства. В таком случае Совет сокращает процентное обязательство данной импортирующей страны на долю, равную отношению между объемом ее максимальных годовых коммерческих закупок в течение ряда лет, установленных в статье 15, у выходящей страны, и ее базисным количеством в отношении всех стран, перечисленных в приложении А, и затем дополнительно сокращает это пересмотренное процентное обязательство путем вычитания 2,5 процентов.
- 4) Базисное количество любой страны, присоединившейся к Конвенции на основании пункта 2 статьи 38 настоящей Конвенции, должно быть учтено в случае необходимости путем увеличения или сокращения базисных количеств одной или нескольких экспортрующих или импортирующих стран в зависимости от обстоятельств. Такое регулирование может быть принято только с согласия той экспортрующей или импортирующей страны, базисное количество которой тем самым изменяется.
- 5) Совет может по просьбе любой страны вычеркнуть ее из одного приложения к настоящей Конвенции и перенести ее в другое приложение.

СТАТЬЯ 15

Установление базисных количеств

- 1) Базисные количества, определенные в статье 2, устанавливаются на каждый сельскохозяйственный год на основании среднегодовых коммерческих закупок в течение первых четырех сельскохозяйственных лет из непосредственно предшествовавших пяти сельскохозяйственных лет. В условиях постоянно расширяющихся рынков, где за тот же период

среднегодовые коммерческие закупки превышают данные в отношении средних базисных количеств, вычисленных указанным выше методом, базисные количества регулируются путем прибавления разницы между двумя средними данными. Для целей, предусмотренных указанным пунктом, постоянно расширяющийся рынок означает рынок, на котором объем коммерческого импорта превышает данные в отношении базисных количеств, вычисленных в соответствии с методом, изложенным в первой фразе настоящего пункта, по крайней мере в течение 3-х из 4-х лет, принятых при таком подсчете, и процентное обязательство такой страны составляет не менее 80%.

- 2) Перед началом каждого сельскохозяйственного года Совет устанавливает на данный сельскохозяйственный год базисное количество для каждой экспортirующей страны в отношении всех импортirующих стран и базисное количество для каждой импортirующей страны в отношении всех экспортirующих стран и в отношении каждой из этих стран в отдельности, за исключением Европейского экономического сообщества, экспорт или импорт которого не будет приниматься во внимание при вычислении базисных количеств.
- 3) Базисные количества, установленные в соответствии с предыдущим пунктом, пересматриваются во всех случаях при изменении в составе участников данной Конвенции, при этом во внимание в соответствующих случаях условия, принятые Советом на основании статьи 38.

СТАТЬЯ 16

Регистрация и сбор сведений

- 1) Совет регистрирует отдельно за каждый сельскохозяйственный год:
 - a) для целей осуществления настоящей Конвенции и, в частности, статей 4 и 5 все коммерческие закупки, производимые одними странами-участниками у других и у стран, не являющихся участниками Конвенции, и весь импорт одиннадцати стран-участников из других и из стран, не являющихся участниками Конвенции, на условиях, на которых заключаются специальные сделки; и
 - b) все коммерческие продажи, производимые странами-участниками странам, не являющимися участниками Конвенции, и весь экспорт стран-участников в страны, не являющиеся участниками Конвенции, на условиях, на которых заключаются специальные сделки.

- 2) Регистрация, указанная в предыдущем пункте, ведется таким образом, чтобы:
 - a) специальные сделки регистрировались отдельно от коммерческих сделок и
 - b) чтобы в любое время в течение любого сельскохозяйственного года был известен остаток обязательств каждой экспортрующей страны в отношении всех импортирующих стран и остаток права каждой импортирующей страны в отношении всех экспортрующих стран и в отношении каждой такой страны в отдельности. Сведения о таких остатках в сроки, установленные Советом, направляются всем экспортрующим и импортирующим странам.
- 3) Для облегчения работы Комитета по пересмотру цен в соответствии со статьей 31 Совет ведет регистрацию цен, существующих на мировом рынке на пшеницу и пшеничную муку, и транспортных расходов.
- 4) Если пшеница какого-либо сорта поступает в страну окончательного назначения после перепродажи, перевозки или перегрузки в портах страны, которая не является страной происхождения пшеницы, страны-участники в максимально возможной степени представляют такую информацию, которая позволила бы зарегистрировать закупки или сделки, упомянутые в пунктах 1 и 2 настоящей статьи, как закупки или сделки между страной происхождения и страной окончательного назначения. В случае перепродажи положение настоящего пункта будет применяться, лишь, если пшеница отправлена из страны происхождения в том же сельскохозяйственном году.
- 5) Для целей, предусмотренных пунктом 2 настоящей статьи и пунктом 2 статьи 4, коммерческие закупки, производимые какой-либо страной-участником у другой, регистрируемые Советом, также вносятся в записи против обязательств каждой из обеих стран-участников на основании статей 4 и 5 соответственно, или против обязательств, измененных на основании других статей настоящей Конвенции, при условии, что погрузка производится в данном сельскохозяйственном году и что в соответствии с обязательствами,

предусмотренными в статье 5, закупки производятся импортирующей страной в экспортirующей стране по ценам, не превышающим максимальную цену. Коммерческие закупки пшеницы муки, регистрируемые Советом, также вносятся в записи против обязательств стран-участников на тех же условиях.

6) Там, где существует таможенный союз или специальный статус ассоциации с таможенным союзом между какой-либо страной-участником и одной или несколькими другими странами, который разрешает или обязывает производить закупки пшеницы по ценам, превышающим максимальную цену; любые такие закупки не рассматриваются как нарушение статей 4 или 5 и вносятся, когда это необходимо, в записи против обязательств одной или нескольких заинтересованных стран-участников Конвенции. Никакого заявления о максимальной цене не делается в отношении таких закупок у экспортirующей страны и они никоим образом не влияют на обязательства данной заинтересованной экспортirующей страны по отношению к импортирующим странам согласно статье 4.

7) В отношении твердой пшеницы и засвидетельствованной семенной пшеницы любая закупка, регистрируемая Советом, также вносится в записи против обязательств стран-участников на тех условиях, независимо от того, превышает ли цена максимальную цену или нет.

8) При условии соблюдения положений пункта 5 настоящей статьи Совет может разрешить регистрацию закупок за какой-либо сельскохозяйственный год, если

- a) требуемый для погрузки период времени является, по решению Совета, разумным и не превышает одного месяца до начала или после окончания сельскохозяйственного года и
- b) обе заинтересованные страны-участники с этим согласны.

9) Для целей настоящей статьи

- a) страны-участники направляют Исполнительному секретарю все сведения относительно количества пшеницы, явившейся объектом коммерческих продаж и закупок, а также специальных сделок, какие Совету, в пределах его компетенции, могут потребоваться, включая

- i) в отношении специальных сделок — такие подробности, касающиеся сделок, которые могут способствовать их классификации в соответствии со статьей 3;
 - ii) в отношении пшеницы — имеющиеся сведения относительно типа, класса, сорта и качества, а также соответствующих им количеств; и
 - iii) в отношении муки — имеющиеся сведения для определения качества муки и количеств, соответствующих каждому отдельному качеству;
- b) страны-участники, экспортирующие на регулярной основе, а также другие страны-участники по решению Совета направляют Исполнительному секретарю все сведения относительно цен коммерческих и, по возможности, специальных сделок в отношении категории, класса, типа, сорта и качества пшеницы и пшеничной муки, какие могут потребоваться Совету;
- c) Совет получает регулярно сведения относительно преобладающих в данное время транспортных расходов, и страны-участники по мере возможности сообщают Совету всю дополнительную информацию, которая ему может потребоваться.
- 10) Совет должен разработать правила по сбору сведений и ведению регистрации, о которых идет речь в настоящей статье. В этих правилах должны предусматриваться сроки и порядок представления сведений, а также обязанности стран-участников в отношении предоставления таких сведений. В этих правилах Совет должен также предусмотреть порядок внесения изменений в записи и сведения, находящиеся в его ведении, а также порядок разрешения любых возникших в связи с этим споров. Если какая-либо страна-участник неоднократно и необоснованно не направляет сведений, которые требуются согласно настоящей статье, Исполнительный комитет принимает меры к проведению консультаций с этой страной для исправления создавшегося положения.

СТАТЬЯ 17

Оценка спроса и предложения пшеницы

- 1) К 1 октября для стран Северного полушария и к 1 февраля для стран Южного полушария каждая импортирующая страна сообщает Совету свою оценку своих коммерческих потребностей

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в импорте пшеницы из экспортirующих стран в данном сельскохозяйственном году. В дальнейшем любая импортирующая страна может сообщить Совету о всех изменениях, которые она считает нужным внести в свою оценку.

2) К 1 октября для стран Северного полушария и к 1 февраля для стран Южного полушария каждая экспортirующая страна сообщает Совету свою оценку того количества пшеницы, которое она выделит для экспорта в данном сельскохозяйственном году. Любая экспортirующая страна может в дальнейшем сообщать Совету о всех изменениях, которые он считает нужным внести в свою оценку.

3) Все оценки, сообщаемые Совету, используются для целей осуществления настоящей Конвенции и могут предоставляться в распоряжение экспортirующих и импортирующих стран только на условиях, принятых Советом. Оценки, представленные в соответствии с настоящей статьей, ни в коем случае не являются обязательными.

4) Экспортirущие и импортирующие страны могут выполнять свои обязательства по настоящей Конвенции через частные торговые каналы или иным способом. Ничто в настоящей Конвенции не должно истолковываться как освобождающее любое частное торговое предприятие от действия любых законов или постановлений, которые распространяются в ином случае на эти торговые предприятия.

5) Совет может по своему усмотрению просить экспортirущие и импортирующие страны сотрудничать между собой, с тем чтобы гарантировать предоставление пшеницы в количестве, равном не менее десяти процентам базисных количеств экспортirущих стран в любом сельскохозяйственном году, для закупок импортирующими странами по настоящей Конвенции после 31 января этого сельскохозяйственного года.

СТАТЬЯ 16

Консультации

1) Чтобы облегчить задачу экспортirющей страны по оценке объема своих обязательств в том случае, если должно быть сделано заявление о максимальной цене, и при этом не нанести ущерба правам любой импортирующей страны, экспортirующая страна может консультироваться с импортирующей страной в отношении объема прав, которые последняя, согласно статьям 4 и 5, возьмет на себя в каком-то сельскохозяйственном году.

- 2) Любая экспортрующая или импортрующая страна, испытывающая затруднения в продажах или закупках пшеницы, производимых согласно статье 4, может передать этот вопрос на рассмотрение Совета. В этом случае Совет в целях удовлетворительного разрешения вопроса консультируется с любой заинтересованной экспортрующей или импортрующей страной и может вынести такие рекомендации, какие он считает необходимыми.
- 3) Если какая-либо импортрующая страна испытывает затруднения в осуществлении своих прав на покупку остатка в каком-либо сельскохозяйственном году по ценам, не превышающим максимальную в период действия заявления о максимальной цене, то она может передать вопрос на рассмотрение Совета. В этом случае Совет выясняет положение и консультируется с экспортрующими странами относительно способа выполнения ими своих обязательств.

СТАТЬЯ 19

Выполнение обязательств по статьям 4 и 5

- 1) По окончании каждого сельскохозяйственного года Совет рассматривает, как только это практически будет возможно, выполнение экспортрующими и импортрующими странами их обязательств по статьям 4 и 5 за данный сельскохозяйственный год.
- 2) Для целей такого рассмотрения Совет может разрешить каждой стране-участнику при выполнении ее обязательств определенные отклонения, устанавливаемые Советом для данной страны, с учетом объема этих обязательств и других связанных с этим факторов.
- 3) При рассмотрении выполнения обязательств любой импортрующей страной в данном сельскохозяйственном году:
 - a) Совет не учитывает необычный по своему характеру импорт пшеницы из стран, не являющихся участниками Конвенции, при условии, что Совет найдет, что такая пшеница использовалась или будет использоваться лишь в качестве кормов и что такой импорт не был произведен за счет количества, обычно закупаемого этой импортрующей страной в странах-участниках;

- b) Совет не учитывает импорт денатурированной пленницы из стран, не являющихся участниками Конвенции.

СТАТЬЯ 20

Нарушения по статьям 4 или 5

- 1) В случае если при рассмотрении выполнения обязательств, произведенном согласно статье 19, оказывается, что какая-либо страна нарушает свои обязательства по статьям 4 или 5, то Совет решает, какие меры должны быть приняты.
- 2) До принятия решения согласно настоящей статье Совет дает возможность любой заинтересованной экспортирующей или импортирующей стране представлять любые факты, которые она считает относящимися к этому вопросу.
- 3) Если Совет установит, что какая-либо экспортирующая или импортирующая страна нарушила обязательства по статьям 4 или 5, то Совет может лишить соответствующую страну ее права голоса на период времени, определенный Советом, а также уменьшить ее другие права в степени, соразмерной, по его мнению, такому нарушению, или исключить эту страну из состава участников настоящей Конвенции.
- 4) Действия, предпринятые Советом на основании настоящей статьи, ни в коем случае не уменьшают обязательств соответствующей страны по уплате членских взносов в Совет, за исключением случая, когда страна исключается из состава участников настоящей Конвенции.

СТАТЬЯ 21

Меры в случае причинения серьезного ущерба

- 1) Если какая-либо экспортирующая или импортирующая страна считает, что ее интересам как участника настоящей Конвенции были причинен серьезный ущерб действиями одной или нескольких экспортирующих или импортирующих стран и эти действия нарушают осуществление Конвенции, она может передать вопрос на рассмотрение Совета. Совет в таком случае незамедлительно консультируется с заинтересованными странами с тем, чтобы разрешить вопрос.
- 2) Если в результате таких консультаций вопрос остается неразрешенным, то Совет может передать его Исполнительному комитету или Комитету по пересмотру цен для

безотлагательного рассмотрения и доклада. По получении такого доклада Совет вновь рассматривает вопрос и может вынести рекомендации соответствующим странам.

- 3) Если заинтересованная страна считает, что вопрос был рассмотрен в недостаточной степени, независимо от того, были ли приняты Советом меры или нет, согласно пункту 2 настоящей статьи, она может обратиться в Совет с просьбой об освобождении ее от части обязательств. Совет может, если сочтет необходимым, освободить эту страну от части ее обязательств на указанный сельскохозяйственный год. Для такого решения требуется две трети голосов экспортirущих и две трети голосов импортirущих стран.
- 4) Если Совет не освобождает заинтересованную страну согласно пункту 3 настоящей статьи от части ее обязательств и если заинтересованная страна продолжает считать, что ей как участнику настоящей Конвенции был причинен серьезный ущерб, она может выйти из Конвенции в конце сельскохозяйственного года путем направления письменного уведомления Правительству Соединенных Штатов Америки. Если вопрос был передан на рассмотрение Совета в одном сельскохозяйственном году, а Совет закончил рассмотрение вопроса об освобождении страны от части ее обязательств в следующем сельскохозяйственном году, то заинтересованная страна может выйти из Конвенции в течение 30 дней после окончания рассмотрения вопроса путем направления аналогичного уведомления.

СТАТЬЯ 22

Споры и жалобы

- 1) Все споры относительно толкования или применения настоящей Конвенции, за исключением споров, возникших в связи с положениями статей 19 и 20, которые не были урегулированы путем переговоров, передаются по просьбе любой участвующей в споре страны на разрешение Совета.
- 2) В любом случае, когда спор передается на разрешение Совета на основании пункта 1 настоящей статьи, большинство стран или страны, имеющие не менее одной трети общего числа голосов, могут потребовать, чтобы Совет после всестороннего обсуждения вопроса до вынесения своего решения запршивал по спорным вопросам мнение консультативной группы, упомянутой в пункте 3.

- 3) а) Консультативная группа состоит, если Совет единогласно не вынесет иного решения из:
- i) двух экспертов, назначаемых экспортирующими странами, один из которых имеет большой опыт в вопросах, аналогичных данному спорному вопросу, а другой имеет авторитет и опыт в области приспруденции;
 - ii) двух таких же экспертов, назначаемых импортирующими странами; и
 - iii) председателя, единогласно избираемого четырьмя экспертами, назначаемыми в соответствии с подпунктами "i" и "ii", или, если они не придут к соглашению, Председателем Совета.
- б) Эксперты стран, Правительства которых участвуют в настоящей Конвенции, имеют право входить в состав консультативной группы. Эксперты, назначаемые в консультативную группу, действуют от своего имени, не получая инструкций от какого-либо Правительства.
- с) Расходы консультативной группы оплачиваются Советом.
- 4) Мотивированное заключение консультативной группы представляется Совету, который после рассмотрения всей относящейся к данному вопросу информации выносит свое решение по данному спору.
- 5) Любая жалоба о том, что какая-либо экспортирующая или импортирующая страна не выполнила своих обязательств по настоящей Конвенции, передается по просьбе страны, представляющей жалобу, Совету, который выносит решение по данному вопросу.
- 6) Во всяком заключении о нарушении настоящей Конвенции экспортирующей или импортирующей страной должен быть указан характер нарушения и, если это нарушение касается обязательств данной страны по статье 4 или 5, то и степень такого нарушения.
- 7) Если Совет на основании положений статьи 20 установит, что экспортирующая или импортирующая страна нарушила настоящую Конвенцию, то он может лишить соответствующую страну ее права голоса до выполнения ею своих обязательств или исключить эту страну из числа участников настоящей Конвенции.

СТАТЬЯ 23

Ежегодный обзор положения на мировом рынке зерновых

- 1) а) Руководствуясь целями настоящей Конвенции, изложенными в статье 1, Совет составляет ежегодные обзоры положения на мировом рынке зерновых и информирует страны, участвующие в Конвенции, о влиянии указанных в обзоре факторов на международную торговлю зерновыми, с тем чтобы эти страны могли иметь в виду это влияние при определении и проведении внутренней сельскохозяйственной политики и политики цен.
б) Обзор составляется на основании получаемой информации относительно национального производства, запасов, потребления, цен, торговли, включая сведения как о коммерческих, так и специальных сделках.
с) Каждая страна-участник может представить Совету сведения, относящиеся к ежегодному обзору положения на мировом рынке зерновых и которые еще не получены Советом непосредственно или через Продовольственную и сельскохозяйственную организацию ООН.
- 2) При составлении ежегодного обзора Совет изучает средства, способствующие росту потребления зерновых, и может предпринять в сотрудничестве со странами-участниками исследования по таким вопросам, как:
 - а) факторы, влияющие на потребление зерновых в различных странах, и
 - б) средства, способствующие росту потребления, в частности, в тех странах, где констатируется, что такая возможность имеется.
- 3) В целях настоящей статьи Совет уделяет должное внимание работе, проводимой Продовольственной и сельскохозяйственной организацией ООН, и другими межправительственными организациями, с тем чтобы, в частности, избежать дублирования в работе, и может, не нанося ущерба общим положениям пункта 1 статьи 35, осуществлять желательное, с его точки зрения, сотрудничество в различных областях своей деятельности с такими межправительственными организациями, а также с правительствами государств-членов

Организации Объединенных Наций или специализированными учреждениями, не являющимися участниками настоящей Конвенции, но заинтересованными в международной торговле зерновыми.

- 4) Ничто в настоящей статье не наносит ущерба полной свободе действий любой страны-участника в определении и проведении ее внутренней политики в области сельского хозяйства и политики цен.

СТАТЬЯ 24

Основные принципы заключения сделок на льготных условиях

- 1) Страны-участники обязуются заключать все сделки на льготных условиях по зерновым таким образом, чтобы не причинять при этом ущерба нормальной структуре производства и международной торговли.
- 2) С этой целью страны-участники принимают соответствующие меры для обеспечения того, чтобы сделки на льготных условиях дополняли коммерческие продажи, которые могут быть предусмотрены в разумных пределах при отсутствии указанных сделок. Подобные меры должны соответствовать общим принципам, касающимся сбыта излишков, и основным направлениям, рекомендованным Продовольственной и сельскохозяйственной организацией ООН, и могут предусматривать требование, чтобы определенный объем коммерческого импорта пшеницы, согласованный со страной, получающей помошь, сохранялся на общей основе этой страной. При установлении или изменении этого объема необходимо полностью учитывать объем коммерческого импорта за определенный период и экономическое положение страны, получающей помошь, и, в частности, состояние ее платежного баланса.
- 3) Страны-участники при заключении экспортных сделок на льготных условиях должны проводить в максимально возможной степени консультации с экспортирующими странами-участниками, на коммерческий экспорт которых могут повлиять такие сделки, до осуществления подобных мер.
- 4) Исполнительный комитет представляет ежегодный доклад Совету о состоянии торговли пшеницей по сделкам, заключенным на льготных условиях.

ЧАСТЬ III—АДМИНИСТРАТИВНЫЕ ПОСТАНОВЛЕНИЯ

СТАТЬЯ 25

Учреждение Совета

- 1) Международный совет по пшенице, учрежденный на основании Международного соглашения по пшенице 1949 года, продолжает действовать в целях проведения в жизнь настоящей Конвенции; при этом его состав, полномочия и обязанности определяются настоящей Конвенцией.
- 2) Каждая страна-участник является членом Совета с правом голоса и может быть представлена на его заседаниях одним представителем, заместителями и советниками.
- 3) Совет может решить вопрос о приглашении на свои заседания по одному представителю без права голоса от межправительственных организаций.
- 4) Совет избирает председателя и заместителя председателя сроком на один сельскохозяйственный год. Председатель не имеет права голоса, заместитель председателя также не имеет права голоса при исполнении обязанностей председателя.

СТАТЬЯ 26

Полномочия и обязанности Совета

- 1) Совет устанавливает свои правила процедуры.
- 2) Совет ведет такую документацию, которая необходима по условиям настоящей Конвенции, а также любую другую документацию, которую он сочтет желательной.
- 3) Совет публикует ежегодные доклады и может публиковать также любую другую информацию (включая, в частности, ежегодные обзоры, отдельные части их или выводы из них) по вопросам, входящим в круг ведения настоящей Конвенции.
- 4) В дополнение к полномочиям и обязанностям, определенным настоящей Конвенцией, Совет может иметь такие другие полномочия и нести такие другие обязанности, которые необходимы для выполнения условий настоящей Конвенции.
- 5) Совет может большинством в две трети голосов экспортующих стран и две трети голосов импортирующих стран делегировать любые свои полномочия и обязанности. Совет может в любое время большинством поданных голосов взять назад такие делегированные

полномочия и обязанности. Согласно положениям статьи 9, любое решение, принятое на основании delegированных Советом полномочий и обязанностей в соответствии с настоящим пунктом, подлежит пересмотру Советом по просьбе любой экспортirующей или импортирующей страны в сроки, установленные Советом. Любое решение, в отношении которого в установленные Советом сроки не поступило просьбы о пересмотре, является обязательным для всех стран-участников.

6) Для содействия выполнению Советом своих обязанностей по настоящей Конвенции страны-участники обязуются предоставлять Совету статистические данные и различную информацию, которые необходимы ему для этих целей.

СТАТЬЯ 27

Голоса

1) Экспортirущие страны будут иметь совместно 1 000 голосов и импортирующие страны будут иметь совместно 1 000 голосов.

2) В начале первой сессии Совета, созываемой в соответствии с настоящей Конвенцией, экспортirущие страны, которые сдадут на хранение на эту дату акты о ратификации, принятия, одобрении или присоединении, или заявления о временном применении разделят голоса экспортirущих стран между собой по своему усмотрению; импортирующие страны, которые выполняют те же условия, поступят таким же образом.

3) Любая экспортirущая страна может уполномочить любую другую экспортirущую страну, и любая импортирующая страна может уполномочить любую другую импортирующую страну представлять ее интересы и осуществлять ее право на голосование на одном или нескольких заседаниях Совета. Соответствующим образом оформленная передача полномочий должна быть представлена Совету.

4) Если на каком-либо заседании Совета импортирующая или экспортirущая страна не представлена официальным представителем и не уполномочила другую страну осуществлять ее право на голосование в соответствии с пунктом 3 настоящей статьи и если к моменту какого-либо заседания какая-то страна утратила право голоса, была лишена его или вновь

его приобрела в соответствии с каким-либо положением настоящей Конвенции, то общее число голосов экспортирующих стран должно быть уравнено с общим числом голосов импортирующих стран на данном заседании путем перераспределения среди экспортирующих стран пропорционально их голосам.

- 5) Каждый раз, когда какая-либо страна становится или перестает быть участником настоящей Конвенции после даты сессии Совета, о которой упоминается в пункте 2 этой статьи, Совет перераспределяет голоса в пределах той или иной группы стран пропорционально числу голосов каждой страны, или иным образом в отношении экспортирующих стран, в соответствии с договоренностью.
- 6) Ни одна страна-участник не будет иметь менее одного голоса или голоса, выраженного в виде дроби.

СТАТЬЯ 28

Местопребывание, сессии и кворум

- 1) Местопребыванием Совета является Лондон, если только Совет не примет иного решения.
- 2) Совет собирается по крайней мере один раз в первой и один раз во второй половине сельскохозяйственного года и в любое другое время по решению председателя или в связи с иным требованием в соответствии с настоящей Конвенцией.
- 3) Председатель созывает сессии Совета по требованиям: а) пяти стран или б) одной или нескольких стран, имеющих не менее 10 процентов общего числа голосов, или с) Исполнительного комитета.
- 4) Присутствие представителей, располагающих большинством голосов экспортирующих стран и представителей, располагающих большинством голосов импортирующих стран, до перераспределения голосов в соответствии со статьей 27 является необходимым для обеспечения кворума на любом заседании Совета.

СТАТЬЯ 29

Решения

- 1) За исключением случаев, когда в настоящей Конвенции предусматривается иное,

рёшения Совета принимаются большинством голосов экспортирующих стран и большинством голосов импортирующих стран, причем подсчет голосов производится отдельно.

2. Каждая страна-участник признает для себя обязательными все решения Совета, принятые в соответствии с положениями настоящей Конвенции.

СТАТЬЯ 30

Исполнительный комитет

- 1) Совет учреждает Исполнительный комитет. В состав Исполнительного комитета входит не более четырех экспортирующих стран, ежегодно избираемых экспортирующими странами, и не более восьми импортирующих стран, ежегодно избираемых импортирующими странами. Совет назначает председателя Исполнительного комитета и может назначить заместителя председателя.
- 2) Исполнительный комитет ответственен перед Советом и проводит свою работу под общим его руководством. Он имеет такие полномочия и обязанности, которые четко определены для него в соответствии с настоящей Конвенцией, а также другие полномочия и обязанности, которые Совет может ему делегировать согласно пункту 5 статьи 26.
- 3) Экспортирующие страны в Исполнительном комитете имеют общее число голосов, равное числу голосов импортирующих стран. Голоса экспортирующих стран в Исполнительном комитете распределяются по договоренности между ними, однако ни одна экспортирующая страна не должна иметь более сорока процентов общего количества голосов экспортирующих стран. Голоса импортирующих стран в Исполнительном комитете распределяются по договоренности между ними, однако ни одна импортирующая страна не должна иметь более 40 процентов общего количества голосов импортирующих стран.
- 4) Совет устанавливает правила процедуры в отношении голосования в Исполнительном комитете и может установить такие положения в отношении правил процедуры в Исполнительном комитете, которые он считает необходимыми. Решения Исполнительного комитета принимаются большинством голосов, как это предусматривается настоящей Конвенцией в отношении Совета при рассмотрении аналогичных вопросов.

- 5) Любая экспортрующая или импортирующая страна, которая не является членом Исполнительного комитета, может принимать участие без права голоса в обсуждении любого вопроса, рассматриваемого Исполнительным комитетом, во всех тех случаях, когда Комитет считает, что затрагиваются интересы этой страны.

СТАТЬЯ 31

Комитет по пересмотру цен

- 1) Совет учреждает Комитет по пересмотру цен в составе не более 13 членов. В состав Комитета по пересмотру цен входит Европейское экономическое сообщество и по крайней мере пять других импортирующих стран и пять других экспортрующих стран, ежегодно выбираемых соответственно импортирующими и экспортрующими странами. Любые дополнительные импортирующие и экспортрующие страны выбираются таким же путем. Совет назначает председателя Комитета и может назначить заместителя председателя.
- 2) Какая-либо страна-участник, которая не является членом Комитета, может участвовать в обсуждении любого вопроса, рассматриваемого Комитетом, когда последний считает, что интересы данной страны непосредственно затронуты.
- 3) Комитет по пересмотру цен имеет такие полномочия и обязанности, которые четко определены для него в соответствии с настоящей Конвенцией, а также другие полномочия и обязанности, которые Совет может ему делегировать согласно пункту 5 статьи 26.
- 4) Комитет формулирует свои заключения по общему соглашению. Предполагается, что соглашение по обсуждаемому Комитетом вопросу достигнуто, если его заключение не оспаривается каким-либо членом Комитета, непосредственно заинтересованным в данном вопросе. Предполагается, что заключение Комитета оспаривается, если страна, считающая его для себя неприменимым, заявляет о своем намерении передать вопрос на рассмотрение Совета.
- 5) Заключения Комитета сообщаются всем странам-участникам.
- 6) Если Комитет не приходит к соглашению, созывается заседание Совета. Все решения Совета по вопросам, рассматриваемым Комитетом по пересмотру цен, принимаются большинством в две трети голосов экспортрующих стран и большинством в две трети голосов импортирующих стран, причем подсчет голосов проводится отдельно.

- 7) Комитет по пересмотру цен учреждает Подкомитет по ценам в составе представителей не более четырех экспортирующих стран и представителей не более четырех импортирующих стран. Страны-участники обращают особое внимание на техническую квалификацию назначаемых ими представителей. Председатель Подкомитета назначается Советом.
- 8) Подкомитет по ценам оказывает помощь Секретариату в постоянном изучении рыночных цен на пшеницу и в вычислении минимальных и максимальных цен в соответствии с положениями настоящей Конвенции. Подкомитет обеспечивает консультацию по специальным вопросам Комитету по пересмотру цен и Совету согласно соответствующим статьям настоящей Конвенции, а также по другим вопросам, которые могут быть переданы Комитетом или Советом на его рассмотрение. Подкомитет, в частности, незамедлительно информирует Исполнительного секретаря во всех случаях, когда, по его мнению, экспортирующая страна предоставляет какой-либо сорт пшеницы для закупок импортирующими странами по цене, приближающейся к максимальной цене. Подкомитет в ходе осуществления своих функций, в соответствии с настоящим пунктом, принимает во внимание любые представления, сделанные какой-либо страной-участником.

СТАТЬЯ 32

Секретариат

- 1) Совет имеет Секретариат, который состоит из Исполнительного секретаря, являющегося старшим должностным лицом, и такого штата сотрудников, который необходим для ведения работы Совета и его комитетов.
- 2) Совет назначает Исполнительного секретаря, который является ответственным за исполнение обязанностей, возложенных на Секретариат по проведению в жизнь настоящей Конвенции, и за выполнение другой работы, которая поручается ему Советом или его комитетами.
- 3) Сотрудники Секретариата назначаются Исполнительным секретарем в соответствии с правилами, установленными Советом.

4) Условием для назначения Исполнительного секретаря и сотрудников Секретариата является отсутствие у них материальной заинтересованности в области торговли пшеницей или, если такая заинтересованность имеется, то отказ от нее, а также обязательство не испрашивать или не получать от какого бы то ни было Правительства или от каких бы то ни было органов, не относившихся к Совету, инструкций относительно выполнения возложенных на них настоящей Конвенцией обязанностей.

СТАТЬЯ 33

Привилегии и иммунитеты

- 1) Совет пользуется на территории каждой из стран-участников в объеме, соответствующем законодательству этих стран, правоспособностью, необходимой для выполнения функций, в соответствии с настоящей Конвенцией.
- 2) Правительство территории, которая служит местопребыванием Совета (в дальнейшем именуемое "Правительство, оказывающее гостеприимство"), заключит с Советом международное соглашение относительно статуса, привилегий и иммунитетов Совета, его Исполнительного секретаря и его персонала и представителей стран-участников, принимающих участие в заседаниях, созываемых Советом.
- 3) Соглашение, предусмотренное в пункте 2 настоящей статьи, не является составной частью настоящей Конвенции. Его действие, однако, прекратится в случае:
 - a) заключения соглашения между Правительством, оказывающим гостеприимство, и Советом;
 - b) перемещения Совета с территории Правительства, оказывающего гостеприимство; или
 - c) прекращения деятельности Совета.
- 4) До вступления в силу соглашения, предусмотренного в пункте 2 настоящей статьи, Правительство, оказывающее гостеприимство, освобождает от обложения налогами активы, доходы и другую собственность Совета, а также жалование, выплачиваемое Советом его сотрудникам, помимо граждан страны-участника Конвенции, территории которой служит местопребыванием Совета.

СТАТЬЯ 34

Финансовые вопросы

- 1) Расходы делегаций, входящих в состав Совета, а также представителей в его комитетах и подкомитетах покрываются их соответствующими Правительствами. Прочие расходы по проведению в жизнь настоящей Конвенции покрываются путем ежегодных взносов экспортирующих и импортирующих стран. Взнос каждой страны-участника за каждый сельскохозяйственный год определяется в начале соответствующего сельскохозяйственного года пропорционально числу ее голосов.
- 2) На своей первой сессии после вступления Конвенции в силу Совет утверждает свой бюджет на период до 30 июня 1969 г. и устанавливает размеры взносов каждой экспортирующей и импортирующей страны.
- 3) На сессии, проводимой во второй половине каждого сельскохозяйственного года, Совет утверждает свой бюджет на следующий сельскохозяйственный год и устанавливает размеры взносов каждой экспортирующей и импортирующей страны на этот сельскохозяйственный год.
- 4) Первоначальный взнос любой экспортирующей или импортирующей страны, присоединившейся к настоящей Конвенции в соответствии с пунктом 2 статьи 38, устанавливается Советом на основании количества голосов, которыми эта страна будет располагать, и срока, оставшегося до истечения текущего сельскохозяйственного года; причем взносы, установленные для других экспортирующих и импортирующих стран на текущий сельскохозяйственный год, остаются без изменений.
- 5) Взносы подлежат уплате немедленно после их установления. Любая экспортирующая или импортирующая страна, не сделавшая своего взноса в течение одного года с момента его установления, теряет право голоса до уплаты ее взноса, но не освобождается от обязательств по настоящей Конвенции и не лишается своих прав по Конвенции, если только Совет не решит иначе.
- 6) Каждый сельскохозяйственный год Совет публикует бухгалтерский отчет о поступлениях и расходах за истекший сельскохозяйственный год.

7) Перед прекращением своей деятельности Совет принимает надлежащие меры для ликвидации своих обязательств, а также своей документации и активов.

СТАТЬЯ 35

Сотрудничество с другими межправительственными организациями

- 1) Совет может принимать любые меры, которые он сочтет желательными для проведения консультаций и осуществления сотрудничества с соответствующими органами Организации Объединенных Наций и ее специализированными учреждениями, а также с другими межправительственными организациями.
- 2) Если Совет сочтет, что какие-либо условия настоящей Конвенции несовместимы по своему характеру с требованиями, которые могут быть установлены Организацией Объединенных Наций, ее соответствующими органами или специализированными учреждениями относительно межправительственных товарных соглашений, то такое несоответствие считается обстоятельством, мешающим осуществлению настоящей Конвенции, и в этом случае применяется процедура, предусмотренная в пунктах 3, 4 и 5 статьи 11.

TIAS 6537

ЧАСТЬ IV - ЗАКЛЮЧИТЕЛЬНЫЕ ПОСТАНОВЛЕНИЯ

СТАТЬЯ 36

Подписание

Настоящая Конвенция будет открыта для подписания в Вашингтоне с 15 октября по 30 ноября 1967 г. включительно

- а) Правительствами Австралии, Аргентины, Дании, Канады, Норвегии, Соединенного Королевства, Соединенных Штатов, Финляндии, Швейцарии, Швеции, Японии, а также Европейским экономическим сообществом и его странами-членами при условии, что они подпишут как настоящую Конвенцию, так и Конвенцию об оказании продовольственной помощи, а также
- б) другими Правительствами, указанными в приложениях А и В, если они пожелают это сделать.

СТАТЬЯ 37

Ратификация, принятие или одобрение

Настоящая Конвенция подлежит ратификации, принятию или одобрению каждой из подписавших сторон в соответствии с принятыми конституционными или административными постановлениями, учитывая, что любое Правительство, подписание которым Конвенции об оказании продовольственной помощи является необходимым условием подписания настоящей Конвенции, также ратифицирует, примет или одобрит Конвенцию об оказании продовольственной помощи. Акты о ратификации, принятия или одобрения сдаются на хранение Правительству Соединенных Штатов Америки не позднее 17 июня 1968 г., за исключением тех случаев, когда Совет может предоставить одну или более отсрочек любой подписавшей стороне, которая на эту дату еще не сдала на хранение свои акты о ратификации, принятии или одобрении.

СТАТЬЯ 38

Присоединение

- 1) Настоящая Конвенция будет открыта для присоединения:
 - а) Европейского экономического сообщества и его стран-членов, или любого Правительства, указанного в статье 36 "а" при условии, что это Правительство также присоединится к Конвенции об оказании продовольственной помощи, а также
 - б) других Правительств, упомянутых в приложениях А и В.

Акты о присоединении в соответствии с этим пунктом сдаются на хранение не позднее 17 июня 1968 г., за исключением тех случаев, когда Совет может предоставить одни или более отсрочек любому Правительству, которое на эту дату еще не сдало на хранение свой акт о присоединении.

- 2) Совет может большинством в две трети голосов экспортирующих стран и большинством в две трети голосов импортирующих стран одобрить присоединение к настоящей Конвенции Правительства любого государства-члена Организации Объединенных Наций или специализированных учреждений на таких условиях, которые Совет сочтет приемлемыми.
- 3) Если любое Правительство, не упомянутое в приложении А или В изъявит желание обратиться с заявлением о присоединении к настоящей Конвенции, до того как она вступит в силу, а Совет решит принять такое заявление и вынести по нему решение в соответствии с положениями настоящей статьи, то одобрение и условия, установленные Советом будут действительными в соответствии с настоящей Конвенцией, как если бы такое решение было принято Советом в соответствии с Конвенцией после ее вступления в силу.
- 4) Присоединение осуществляется путем сдачи на хранение акта о присоединении Правительству Соединенных Штатов Америки.
- 5) В тех случаях, когда для целей проведения в жизнь настоящей Конвенции указываются страны, перечисленные в приложениях А или В, любая страна, Правительство которой присоединилось к настоящей Конвенции на условиях, предложенных Советом в соответствии с этой статьей, будет считаться упомянутой в соответствующем приложении.

СТАТЬЯ 39

Временное применение

Европейское экономическое сообщество и его страны-члены, а также любое Правительство страны, упомянутой в статье 36 "а", может обратиться к Правительству Соединенных Штатов Америки с заявлением о временном применении настоящей Конвенции, при условии если оно также обратится с заявлением о временному применении Конвенции об оказании продовольственной помощи. Любое правительство, имеющее право подписать настоящую Конвенцию или чье заявление о присоединении будет одобрено Советом, может также обратиться к Правительству Соединенных Штатов Америки с заявлением о временном применении. Любое Правительство.

обращающееся с таким заявлением, временно применяет настоящую Конвенцию и временно считается ее участником, при условии, что любое Правительство, упомянутое в статье 36 "а", считается временем участником настоящей Конвенции, пока оно временно применяет Конвенцию об оказании продовольственной помощи.

СТАТЬЯ 40

Вступление в силу

- 1) Настоящая Конвенция вступит в силу в отношении тех Правительств, которые сдали на хранение акты о ратификации, принятия, одобрении или присоединении в следующем порядке:
 - a) 18 июня 1968 г. в отношении всех положений, за исключением статей с 4 по 10, и
 - b) 1 июля 1968 г. в отношении статей с 4 по 10, при условии что Европейское экономическое сообщество и его страны-члены, а также все Правительства, упомянутые в статье 36 "а", сдадут на хранение такие акты или заявления о времени применении к 17 июля 1968 г., и что Конвенция об оказании продовольственной помощи вступит в силу 1 июля 1968 года.
- 2) Настоящая Конвенция вступит в силу в отношении любого Правительства, которое сдаст на хранение акт о ратификации, принятии, одобрении или присоединении после 17 июля 1968 года в день такой сдачи, за исключением того, что ини одна из ее частей не вступит в силу в отношении такого Правительства до того, как эта часть не вступит в силу в отношении других Правительств в соответствии с пунктами 1 или 3 настоящей статьи.
- 3) Если настоящая Конвенция не вступит в силу в соответствии с пунктом 1 этой статьи, Правительства, которые сдали акты на хранение о ратификации, принятии, одобрении или присоединении или заявления о времени применении, могут решить с общего согласия, что Конвенция вступит в силу в отношении тех Правительств, которые сдали на хранение акты о ратификации, принятии, одобрении или присоединении, при условии, что Конвенция об оказании продовольственной помощи вступит в силу на первую дату, когда все положения настоящей Конвенции вступят в силу или что они могут предпринять любые другие действия, которых, по их мнению, потребует обстановка.

4) Прежде чем настоящая Конвенция вступит в силу, Совет может установить для любой страны по согласованию с ней процентное обязательство, о котором идет речь в пункте 2 статьи 4 в соответствии с этим пунктом, и на своей первой сессии, после того как какая-либо из частей настоящей Конвенции вступит в силу, установить процентное обязательство для любой страны-участника, для которой оно не было установлено.

СТАТЬЯ 41

Срок действия, изменение и выход

- 1) Настоящая Конвенция остается в силе до 30 июня 1971 г. включительно.
- 2) Совет, когда он сочтет необходимым, сообщит странам-участникам свои рекомендации относительно возобновления или замены настоящей Конвенции. Совет может пригласить любое правительство государства-члена Организации Объединенных Наций или специализированные учреждения, не являющиеся участниками настоящей Конвенции, но существенно заинтересованных в международной торговле пшеницей, участвовать в любой дискуссии, проводимой Советом в соответствии с настоящим пунктом.
- 3) Совет может рекомендовать странам-участникам внести изменения в настоящую Конвенцию.
- 4) Совет может установить срок, в течение которого каждая страна-участник должна сообщить Правительству Соединенных Штатов Америки, принимает ли она такое изменение или нет. Изменение вступает в силу после его принятия двумя третями голосов экспортующих и двумя третями голосов импортирующих стран.
- 5) Любая страна-участник, не сообщившая Правительству Соединенных Штатов Америки о своем принятии изменения к дате, на которую такое изменение вступает в силу, может выйти из настоящей Конвенции в конце сельскохозяйственного года после представления письменного уведомления Правительству Соединенных Штатов Америки, как того может потребовать Совет; однако этим самым такая страна не освобождается от всех тех обязательств по настоящей Конвенции, которые не были выполнены в течение данного сельскохозяйственного года. Любая такая страна, выходящая из Конвенции, не связана положениями поправки, обусловившей ее выход.

- 6) Любая страна-участник, которая считает, что ее интересам причинен серьезный ущерб вследствие неучастия в настоящей Конвенции какого-либо правительства страны, упомянутой в статье 36 "а", может выйти из состава участников настоящей Конвенции путем предоставления письменного уведомления о своем выходе Правительству Соединенных Штатов Америки до 1 июля 1968 г. Если Советом был продлен срок согласно статьям 37 и 38, уведомление о выходе в соответствии с этим пунктом может быть подано в течение 14 дней после срока, продленного Советом.
- 7) Если какая-либо страна-участник считает, что имеется угроза ее национальной безопасности вследствие военных действий, то она может выйти из состава участников настоящей Конвенции, сделав за 30 дней письменное уведомление о своем выходе Правительству Соединенных Штатов Америки, или может сначала обратиться в Совет с просьбой приостановить частично или полностью ее обязательства по настоящей Конвенции.
- 8) Любая экспортрующая страна, которая считает, что ее интересам нанесен серьезный ущерб вследствие выхода из настоящей Конвенции какой-либо импортирующей страны, располагающей не менее 50 голосами, и любая импортирующая страна, которая считает, что ее интересам нанесен серьезный ущерб вследствие выхода из настоящей Конвенции какой-либо экспортрующей страны, располагающей не менее 50 голосами, может выйти из состава участников настоящей Конвенции путем письменного уведомления о своем выходе Правительству Соединенных Штатов Америки в течение 14 дней после выхода из состава участников той страны, действие которой рассматривается в качестве причины такого нанесения серьезного ущерба интересам.

СТАТЬЯ 42

Территориальное применение

1. Каждое Правительство при подписании, ратификации, принятии, одобрении, временном применении или присоединении к настоящей Конвенции может заявить о том, что его права и обязательства по Конвенции не распространяются на все территории, расположенные вне метрополии, или на некоторые из них, за международные отношения которых оно является ответственным.

2. За исключением территорий, в отношении которых сделано заявление в соответствии с пунктом 1 настоящей статьи, права и обязательства любого Правительства по настоящей Конвенции распространяются на все территории, расположенные вне метрополии, за международные отношения которых оно является ответственным.

3. Каждое Правительство может, в любое время после ратификации, принятия, одобрения, в случае временного применения или присоединения к настоящей Конвенции путем уведомления Правительства Соединенных Штатов Америки, заявить, что его права и обязательства по Конвенции распространяются на все или некоторые территории вне метрополии, в отношении которых оно сделало заявление в соответствии с пунктом 1 настоящей статьи.

4. Любое Правительство может путем представления уведомления о выходе Правительству Соединенных Штатов Америки выйти из состава участников настоящей Конвенции в отношении всех или некоторых территорий вне метрополии, за международные отношения которых оно является ответственным.

5. Для целей установления базисных количеств согласно статье 15 и перераспределения голосов согласно статье 27 любое изменение в применении настоящей Конвенции в соответствии с настоящей статьей рассматривается как изменение в составе участников настоящей Конвенции и осуществляется в порядке, отвечающем конкретной обстановке.

СТАТЬЯ 43

Нотификация страной-депозитарием

Правительство Соединенных Штатов Америки в качестве Правительства страны-депозитария будет сообщать всем Правительствам, подписавшим Конвенцию или присоединившимся к Конвенции, о каждом случае подписания, ратификации, принятия, одобрения, временного применения и присоединения к настоящей Конвенции, а также о всех нотификациях, заявлениях или уведомлениях, полученных в соответствии со статьями 41 и 42.

СТАТЬЯ 44

Взаимосвязь Преамбулы и Конвенции

Настоящая Конвенция включает Преамбулу Международного соглашения по зерновым 1967 года.

В УДОСТОВЕРЕНИЕ ЧЕГО нижеподписавшиеся, будучи должностными лицами на то уполномочены своими соответствующими Правительствами, подписали настоящую Конвенцию в дни, указанные против их подписей.

Тексты настоящей Конвенции на английском, французском, русском и испанском языках являются аутентичными. Подлинники сдаются на хранение Правительству Соединенных Штатов Америки, которое рассыпает заверенные копии каждому подписавшему или присоединившемуся Правительству.

ПРИЛОЖЕНИЕ А

Австралия
Аргентина
Греция
Европейское экономическое сообщество
Испания
Канада
Мексика
Соединенные Штаты Америки
Союз Советских Социалистических Республик
Швеция

ПРИЛОЖЕНИЕ В

Австрия
Алжир
Афганистан
Барбадос
Болгария
Боливия
Бразилия
Ватикан
Венесуэла
Гаити
Гана
Гватемала
Дания
Доминиканская Республика
Европейское экономическое сообщество
Западное Самоа
Израиль
Индия
Индонезия
Иран
Ирландия
Исландия
Колумбия

Коста-Рика
Куба
Ливан
Ливия
Малайзия
Нигерия
Нидерланды (относительно интересов Нидерландов
в отношении Антильских о-вов и
Суринама)
Новая Зеландия
Норвегия
Объединенная Арабская Республика
Пакистан
Панама
Перу
Польша
Португалия
Республика Сан-Марино
Румыния
Сальвадор
Саудовская Аравия
Сирийская Арабская Республика
Соединенное Королевство
Сьерра-Леоне

Тринидад и Тобаго

Тунис

Турция

Уругвай

Филиппины

Финляндия

Цейлон

Чехословакия

Чили

Швейцария

Эквадор

Югославия

Южная Африка

Южная Корея

Южная Родезия

Южный Вьетнам

Япония

FOR AFGHANISTAN:
POUR L'AFGHANISTAN:
POR AFGANISTAN:
ЗА АФГАНИСТАН:

FOR ALGERIA:
POUR L'ALGERIE:
POR ARGELIA:
ЗА АЛЖИР:

FOR ARGENTINA:
POUR L'ARGENTINE:
POR LA ARGENTINA:
ЗА АРГЕНТИНУ:

FOR AUSTRALIA:
POUR L'AUSTRALIE:
POR AUSTRALIA:
ЗА АВСТРАЛИЮ:



27-X-67

FOR AUSTRIA:
POUR L'AUTRICHE:
POR AUSTRIA:
ЗА АВСТРИЮ:

FOR BARBADOS:
POUR LA BARBADE:
POR BARBADOS:
ЗА БАРБАДОС:

FOR BOLIVIA:
POUR LA BOLIVIE:
POR BOLIVIA:
ЗА БОЛВИЮ:

FOR BRAZIL:
POUR LE BRESIL:
POR EL BRASIL:
ЗА БРАЗИЛИЮ:

FOR BULGARIA:
POUR LA BULGARIE:
POR BULGARIA:
ЗА БОЛГАРИЯ:

FOR CANADA:
POUR LE CANADA:
POR EL CANADA:
ЗА КАНАДУ:

A. Edgar Ritske
November 2, 1967

FOR CEYLON:
POUR CEYLAN:
POR CEILAN:
ЗА ЦЕЙЛОН:

FOR CHILE:
POUR LE CHILI:
POR CHILE:
ЗА ЧИЛИ:

FOR COLOMBIA:
POUR LA COLOMBIE:
POR COLOMBIA:
ЗА КОЛУМБИЮ:

FOR COSTA RICA:
POUR COSTA-RICA:
POR COSTA RICA:
ЗА КОСТА-РИКУ:

FOR CUBA:
POUR CUBA:
POR CUBA:
ЗА КУБУ:

FOR CZECHOSLOVAKIA:
POUR LA TCHECOSLOVAQUIE:
POR CHECOSLOVAQUIA:
ЗА ЧЕХОСЛОВАКИЮ:

FOR DENMARK:

POUR LE DANEMARK:

POR DINAMARCA:

ЗА ДАНИЮ:

Henningsen subject to ratification.
24 November 1967

FOR THE DOMINICAN REPUBLIC:

POUR LA REPUBLIQUE DOMINICAINE:

POR LA REPUBLICA DOMINICANA:

ЗА ДОМИНИКАНСКУЮ РЕСПУБЛИКУ:

FOR ECUADOR:

POUR L'EQUATEUR:

POR EL ECUADOR:

ЗА ЭКВАДОР:

FOR EL SALVADOR:

POUR LE SALVADOR:

POR EL SALVADOR:

ЗА САЛЬВАДОР:

FOR THE EUROPEAN ECONOMIC COMMUNITY:
 POUR LA COMMUNAUTE ECONOMIQUE EUROPEENNE:
 POR LA COMUNIDAD ECONOMICA EUROPEA:
 ЗА ЕВРОПЕЙСКОЕ ЭКОНОМИЧЕСКОЕ СООБЩЕСТВО:

Woolsey
 November 28 1967

BELGIUM:
 LA BELGIQUE:
 BELGICA:
 БЕЛЬГИЯ:

B. Van den Boogaert
 November 17, 1967

FRANCE:
 LA FRANCE:
 FRANCIA:
 ФРАНЦИЯ:

J. Chirac
 November 27th 1967

FEDERAL REPUBLIC OF GERMANY:
 LA REPUBLIQUE FEDERALE D'ALLEMAGNE:
 LA REPUBLICA FEDERAL DE ALEMANIA:
 ФЕДЕРАТИВНАЯ РЕСПУБЛИКА ГЕРМАНИИ:

K. R. Kiesinger

ITALY:
 L'ITALIE:
 ITALIA:
 ИТАЛИЯ:

G. Spadolini
 November 1967
 20 November 1967

LUXEMBOURG:
 LE LUXEMBOURG:
 LUXEMBURGO:
 ЛЮКСЕМБУРГ:

H. Betremont, 16 November 1967

KINGDOM OF THE NETHERLANDS:
 LE ROYAUME DES PAYS-BAS:
 EL REINO DE LOS PAISES BAJOS:
 КОРОЛЕВСТВО НИДЕРЛАНДОВ:

A. Den Uyl
 subject to ratification

16 November 1967

FOR FINLAND: Finland reserves full freedom to continue the import
of grain in accordance with her traditional trade.
POUR LA FINLANDE: par dessus. Convenant, Finland makes a reservation
POR FINLANDIA: as to the obligation put forward under paragraph
ЗА ФИНЛЯНДИЮ: 2 and 4 of Article II of the Wheat Trade
Convention.

Ivan Ilyin
November 27, 1967

FOR GHANA:
POUR LE GHANA:
POR GHANA:
ЗА ГАНУ:

FOR GREECE:
POUR LA GRECE:
POR GRECIA:
ЗА ГРЕЦИЮ:

Subject to ratification
November 29, 1967.

FOR GUATEMALA:
POUR LE GUATEMALA:
POR GUATEMALA:
ЗА Гватемалу:

FOR HAITI:
POUR HAÏTI:
POR HAITI:
ЗА ГАИТИ:

FOR ICELAND:
POUR L'ISLANDE:
POR ISLANDIA:
ЗА ИСЛАНДИЮ:

FOR INDIA:
POUR L'INDE:
POR INDIA:
ЗА ИНДИЮ:

શ્રી ફની નાથ
30.11.1967.

FOR INDONESIA:
POUR L'INDONÉSIE:
POR INDONESIA:
ЗА ИНДОНЕЗИЮ:

FOR IRAN:
POUR L'IRAN:
POR IRAN:
ЗА ИРАН:

FOR IRELAND:
POUR L'IRLANDE:
POR IRLANDA:
ЗА ИРЛАНДИЮ:

William D. Day
November 29, 1967.
Subject to ratification.

FOR ISRAEL:
POUR L'ISRAËL:
POR ISRAEL:
ЗА ИЗРАИЛЬ:

Avi Herz
Nov. 29, 1967
Subject to ratification.

FOR JAPAN:
POUR LE JAPON:
POR EL JAPON:
ЗА ЯПОНИЮ:

V. Shimoda
November 9, 1967

FOR THE REPUBLIC OF KOREA:
POUR LA REPUBLIQUE DE COREE:
POR LA REPUBLICA DE COREA:
ЗА РЕПУБЛИКУ КОРЕЯ:

253

NOV. 30, 1967

FOR LEBANON:
POUR LE LIBAN:
POR EL LIBANO:
ЗА ЛИВАН:

Sous réserve de ratification

[Signature] 30 November 1967

FOR LIBYA:
POUR LA LIBYE:
POR LIBIA:
ЗА ЛИВИЮ:

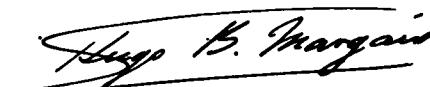
FOR MALAYSIA:
POUR LA MALAYSIA:
POR MALAYSIA:
ЗА МАЛАЙЗИЮ:

FOR MEXICO:

POUR LE MEXIQUE:

POR MEXICO:

ЗА МЕКСИКУ:


29th November 1967

FOR THE KINGDOM OF THE NETHERLANDS

(with respect to the interests of the
Netherlands Antilles and Surinam):

POUR LE ROYAUME DES PAYS-BAS

(en ce qui concerne les intérêts des
Antilles néerlandaises et de Suriname):

POR EL REINO DE LOS PAISES BAJOS

(en lo que concierne a los intereses de las
Antillas holandesas y Surinam):

ЗА КОРОЛЕВСТВО НИДЕРЛАНДОВ

(по отношению к интересам голландских
Антильских островов и Суринама):

FOR NEW ZEALAND:

POUR LA NOUVELLE-ZELANDE:

POR NUEVA ZELANDIA:

ЗА НОВУЮ ЗЕЛАНДИЮ:

FOR NIGERIA:
POUR LA NIGERIA:
POR NIGERIA:
ЗА НИГЕРИЮ:

FOR THE KINGDOM OF NORWAY:
POUR LE ROYAUME DE NORVEGE:
POR EL REINO DE NORUEGA:
ЗА КОРОЛЕВСТВО НОРВЕГИИ:

Rue Pelleterey
Subject to ratification
November 29, 1967.

FOR PAKISTAN:
POUR LE PAKISTAN:
POR PAKISTAN:
ЗА ПАКИСТАН:

Afzal Ahmad Khan

28th November, 1967.

FOR PANAMA:
POUR LE PANAMA:
POR PANAMA:
ЗА ПАНАМА:

FOR PERU:
POUR LE PEROU:
POR PERU:
ЗА ПЕРУ:

FOR THE REPUBLIC OF THE PHILIPPINES:
POUR LA REPUBLIQUE DES PHILIPPINES:
POR LA REPUBLICA DE FILIPINAS:
ЗА РЕСПУБЛИКУ ФИЛИПИНОВ:

FOR POLAND:
POUR LA POLOGNE:
POR POLONIA:
ЗА ПОЛЬШУ:

FOR PORTUGAL:
POUR LE PORTUGAL:
POR PORTUGAL:
ЗА ПОРТУГАЛИЮ:

Janusz Maria Garncarek
Subscribed to ratification
27th November 1967.

FOR ROMANIA:
POUR LA ROUMANIE:
POR RUMANIA:
ЗА РУМЫНИЮ:

FOR THE REPUBLIC OF SAN MARINO:
POUR LA REPUBLIQUE DE SAINT-MARIN:
POR LA REPUBLICA DE SAN MARINO:
ЗА РЕСПУБЛИКУ САН-МАРино:

FOR SAUDI ARABIA:
POUR L'ARABIE SAUDITE:
POR ARABIA SAUDITA:
ЗА САУДОВСКУЮ АРАВИЮ:

NOV 30TH 1967

FOR SIERRA LEONE:
POUR LE SIERRA LEONE:
POR SIERRA LEONA:
ЗА СИЕРРА-ЛЕОНЕ:

FOR THE REPUBLIC OF SOUTH AFRICA:
POUR LA REPUBLIQUE SUD-AFRICAINE:
POR LA REPUBLICA SUDAFRICANA:
ЗА ЮЖНО-АФРИКАНСКУЮ РЕСПУБЛИКУ:

H. L. Tammes
28 Nov 1967

FOR SOUTHERN RHODESIA:
POUR LA RHODESIE DU SUD:
POR RHODESIA DEL SUR:
ЗА ЮЖНОУГОДСИЮ:

FOR SPAIN:
POUR L'ESPAGNE:
POR ESPAÑA:
ЗА ИСПАНИЮ:

Mengelkoch
Nov. 28. 1967.

FOR SWEDEN:
POUR LA SUEDE:
POR SUECIA:
ЗА ШВЕЦИЮ:

Hans-Erik Sande Nov. 22, 1967.

Subject to ratification of the Riksdag.

FOR SWITZERLAND:
POUR LA SUISSE:
POR SUIZA:
ЗА ШВЕЙЦАРИЮ:

F. Klug 21 novembre 1967
Sous signature de l'attaché

FOR THE SYRIAN ARAB REPUBLIC:
POUR LA REPUBLIQUE ARABE SYRIENNE:
POR LA REPUBLICA ARABE SIRIA:
ЗА СИРИЙСКУЮ АРАБСКУЮ РЕСПУБЛИКУ:

FOR TRINIDAD AND TOBAGO:
POUR LA TRINITE ET TOBAGO:
POR TRINIDAD Y TABAGO:
ЗА ТРИНИДАД И ТОБАГО:

FOR TUNISIA:
POUR LA TUNISIE:
POR TUNEZ:
ЗА ТУНЕС:

D. Abdellal
31st October 1967

FOR TURKEY:
POUR LA TURQUIE:
POR TURQUIA:
ЗА ТУРЦИЮ:

FOR THE UNION OF SOVIET SOCIALIST REPUBLICS:
POUR L'UNION DES REPUBLIQUES SOCIALISTES SOVIETIQUES:
POR LA UNION DE LAS REPUBLICAS SOCIALISTAS SOVIETICAS:
ЗА СОВЕТСКИХ СОЦИАЛИСТИЧЕСКИХ РЕСПУБЛИК:

FOR THE UNITED ARAB REPUBLIC:
POUR LA REPUBLIQUE ARABE UNIE:
POR LA REPUBLICA ARABE UNIDA:
ЗА ОБЪЕДИНЕННУЮ АРАБСКУЮ РЕСПУБЛИКУ:

FOR THE UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND:
POUR LE ROYAUME-UNI DE GRANDE-BRETAGNE ET D'IRLANDE DU NORD:
POR EL REINO UNIDO DE GRAN BRETAÑA E IRLANDA DEL NORTE:
ЗА СОВМЕСТНОЕ ВОРОЛДЕСТВО ВЕЛИКОБРИТАНИИ И СЕРЕПНОЙ ИРЛАНДИИ:

Patrick Dean. 26 November 1967.

*At the time of signing the present Agreement I declare
in accordance with paragraph (1) of Article 42 hereof that
my signature is in respect of the United Kingdom of Great
Britain & Northern Ireland, & that the rights & obligations of
the Government of the United Kingdom under the Agreement shall
not apply in respect of any of the non-self-governing territories for the
internal and external relations of which they are responsible.*

FOR THE UNITED STATES OF AMERICA:

POUR LES ETATS-UNIS D'AMERIQUE:

POR LOS ESTADOS UNIDOS DE AMERICA:

ЗА СОЕДИНЕНИЯ ЕСТАТ АМЕРИКА:

John A. Schmitthen Nov 8, 1967

FOR URUGUAY:

POUR L'URUGUAY:

POR URUGUAY:

ЗА УРУГАЙ:

FOR THE VATICAN CITY STATE:

POUR L'ETAT DE LA CITE DU VATICAN:

POR EL ESTADO DE LA CIUDAD DEL VATICANO:

ЗА ВАТИКАН:

+Luis Ramirez Nov. 13, 1967

FOR VENEZUELA:

POUR LE VENEZUELA:

POR VENEZUELA:

ЗА ВЕНЕСУЭЛУ:

FOR THE REPUBLIC OF VIET-NAM:
POUR LA REPUBLIQUE DU VIET-NAM:
POR LA REPUBLICA DE VIET-NAM:
ЗА РЕСПУБЛИКУ ВЬЕТНАМ:

FOR WESTERN SAMOA:
POUR LES SAMOA OCCIDENTALES:
POR SAMOA OCCIDENTAL:
ЗА ЗАПАДНЫЙ САМОА:

FOR YUGOSLAVIA:
POUR LA YUGOSLAVIE:
POR YUGOSLAVIA:
ЗА ЮГОСЛАВИЮ:

FOOD AID CONVENTION

ARTICLE I

Objective

The objective of this Convention is to carry out a food aid programme with the help of contributions for the benefit of developing countries.

ARTICLE II

International food aid

(1) The countries party to this Convention agree to contribute wheat, coarse grains, or the cash equivalent thereof, as aid to the developing countries, to an amount of 4.5 million metric tons of grain annually. Grains covered by the programme shall be suitable for human consumption and of an acceptable type and quality.

(2) The minimum contribution of each country party to this Convention is fixed as follows:

| | <u>%</u> | <u>1,000 metric tons</u> |
|-----------------------------|----------|--------------------------|
| United States | 42.0 | 1,890 |
| Canada | 11.0 | 495 |
| Australia | 5.0 | 225 |
| Argentina | 0.5 | 23 |
| European Economic Community | 23.0 | 1,035 |
| United Kingdom | 5.0 | 225 |
| Switzerland | 0.7 | 32 |
| Sweden | 1.2 | 54 |
| Denmark | 0.6 | 27 |
| Norway | 0.3 | 14 |
| Finland | 0.3 | 14 |
| Japan | 5.0 | 225 |

Countries acceding to this Convention shall make contributions on such a basis as may be agreed.

(3) The contribution of a country making the whole or part of its contribution to the programme in the form of cash shall be calculated by evaluating the quantity determined for that country (or that portion of the quantity not contributed in grain) at US \$1.73 per bushel.

(4) Food aid in the form of grain shall be supplied on the following terms:

- (a) sales for the currency of the importing country which is not transferable and is not convertible into currency or goods and services for use by the contributing country.^{1/}
- (b) a gift of grain or a monetary grant used to purchase grain for the importing country.

Grain purchases shall be made from participating countries.

In the use of grant funds, special regard shall be had to facilitating grain exports of developing member countries. To this end priority shall be given so that not less than 25 per cent of the cash contribution to purchase grain for food aid or that part of such contribution required to purchase 200,000 metric tons of grain shall be used to purchase grains produced in developing countries. Contributions in the form of grains shall be placed in f.o.b. forward position by donor countries.

1/ Under exceptional circumstances an exception of not more than 10 per cent could be granted.

(5) Countries party to this Convention may, in respect of their contribution to the food aid programme, specify a recipient country or countries.

ARTICLE III

Food Aid Committee

(1) There shall be established a Food Aid Committee whose membership shall consist of countries listed in Article VI of this Convention and of other countries that accede to this Convention. The Committee shall appoint a Chairman and Vice-Chairman.

(2) The Committee may when appropriate invite representatives of the Secretariats of other international organizations whose membership is limited to Governments that are also Members of the United Nations or its specialized agencies to attend as observers.

(3) The Committee shall:

- (a) receive regular reports from contributing countries on the amount, content, channelling and terms of their food aid contributions under this Convention;
- (b) keep under review the purchase of grains financed by cash contributions with particular reference to the obligation in the second paragraph of Article II (4) concerning purchase of grain from developing participating countries.

(4) The Committee shall:

- (a) examine the way in which the obligations undertaken under the food aid programme have been fulfilled;
- (b) exchange information on a regular basis on the functioning of the food aid arrangements under this Convention, in particular, where information is available, on its effects on food production in recipient countries.

The Committee shall report as necessary.

(5) The Committee may at any time make arrangements for an exchange of views, particularly in order to deal with emergency conditions.

(6) For the purposes of paragraphs (4) and (5) of this Article the Committee may receive information from recipient countries and may consult with them.

ARTICLE IV

Administrative provisions

The Food Aid Committee as set up according to the provisions of Article III shall use the services of the Secretariat of the International Wheat Council for the performance of such administrative duties as the Committee may request including the processing and distribution of documentation and reports.

ARTICLE V

Defaults and disputes

In the case of a dispute concerning the interpretation or application of this Convention or of a default in obligations

under this Convention, the Food Aid Committee shall meet and take appropriate action.

ARTICLE VI

Signature

This Convention shall be open for signature in Washington from 15 October 1967 until and including 30 November 1967 by the Governments of Argentina, Australia, Canada, Denmark, Finland, Japan, Norway, Sweden, Switzerland, the United Kingdom, the United States and by the European Economic Community and its Member States, provided they sign both this Convention and the Wheat Trade Convention.

ARTICLE VII

Ratification, acceptance or approval

This Convention shall be subject to ratification, acceptance or approval by each signatory in accordance with its respective constitutional or institutional procedures, provided that it also ratifies, accepts or approves the Wheat Trade Convention. Instruments of ratification, acceptance or approval shall be deposited with the Government of the United States of America not later than 1 July 1968 except that the Food Aid Committee may grant one or more extensions of time to any signatory that has not deposited its instrument of ratification, acceptance or approval by that date.

ARTICLE VIII

Accession

(1) This Convention shall be open for accession by the European Economic Community and its Member States or by any other Government listed in Article VI provided the Government also accedes to the Wheat Trade Convention. Instruments of accession under this paragraph shall be deposited not later than 1 July 1968 except that the Food Aid Committee may grant one or more extensions of time to any Government that has not deposited its instrument of accession by that date.

(2) The Food Aid Committee may approve accession to this Convention by the Government of any Member of the United Nations or its specialized agencies on such conditions as the Food Aid Committee considers appropriate.

(3) If any Government not referred to in Article VI wishes to apply for accession to this Convention prior to its entry into force, the signatories to this Convention may approve accession on such conditions as they consider appropriate. Any such approval and conditions shall be as valid under this Convention as if this action had been taken by the Food Aid Committee after the entry into force of this Convention.

(4) Accession shall be effected by deposit of an instrument of accession with the Government of the United States of America.

ARTICLE IX

Provisional application

The European Economic Community and its Member States and any other Government listed in Article VI may deposit with the Government of the United States of America a declaration of provisional application of this Convention, provided it also deposits a declaration of provisional application of the Wheat Trade Convention. Any other Government whose application for accession is approved may also deposit with the Government of the United States of America a declaration of provisional application. Any Government depositing such a declaration shall provisionally apply this Convention and be provisionally regarded as a party thereto.

ARTICLE X

Entry into force

(1) This Convention shall enter into force on 1 July 1968 among those Governments that have deposited instruments of ratification, acceptance, approval or accession by that date provided that the European Economic Community and its Member States and all other Governments listed in Article VI have deposited such instruments or a declaration of provisional application by that date and that all the provisions of the Wheat Trade Convention are in force. This Convention shall enter into force for any other Government that deposits an

instrument of ratification, acceptance, approval or accession after the Convention enters into force on the date of such deposit.

(2) If this Convention does not enter into force on 1 July 1968 the Governments which by that date have deposited instruments of ratification, acceptance, approval or accession or declarations of provisional application may decide by mutual consent that it shall enter into force among those Governments that have deposited instruments of ratification, acceptance, approval or accession, provided that all the provisions of the Wheat Trade Convention are in force, or they may take whatever other action they consider the situation requires.

ARTICLE XI

Duration

This Convention shall be effective for a three-year period.

ARTICLE XII

Notification by depositary authority

The Government of the United States of America as the depositary authority will notify all signatory and acceding Governments of each signature, ratification, acceptance, approval, provisional application of, and accession to, this Convention.

ARTICLE XIII

Relationship of Preamble to Convention

This Convention includes the Preamble to the International
Grains Arrangement 1967.

IN WITNESS WHEREOF the undersigned, having been duly authorized
to this effect by their respective Governments, have signed this
Convention on the dates appearing opposite their signatures.

The texts of this Convention in the English, French, Russian
and Spanish languages shall all be equally authentic. The originals
shall be deposited in the archives of the Government of the United
States of America, which shall transmit certified copies thereof to
each signatory and acceding Government.

CONVENTION RELATIVE A L'AIDE ALIMENTAIRE

ARTICLE I

Objet

La présente Convention a pour objet de mettre en œuvre un programme d'aide alimentaire au bénéfice des pays en voie de développement, grâce aux contributions recueillies.

ARTICLE II

Aide alimentaire internationale

1) Les pays parties à la présente Convention sont convenus de fournir, à titre d'aide alimentaire aux pays en voie de développement, du blé, des céréales secondaires ou l'équivalent en espèces, pour un total de 4,5 millions de tonnes métriques par an. Les céréales entrant dans le programme devront être propres à la consommation humaine et d'un type et d'une qualité acceptables.

2) La contribution minimum de chaque pays partie à la présente Convention est fixée comme suit :

| | pour cent | milliers de tonnes métriques |
|----------------------------------|-----------|------------------------------|
| Etats-Unis | 42,0 | 1.890 |
| Canada | 11,0 | 495 |
| Australie | 5,0 | 225 |
| Argentine | 0,5 | 23 |
| Communauté économique européenne | 23,0 | 1.035 |
| Royaume-Uni | 5,0 | 225 |
| Suisse | 0,7 | 32 |
| Suède | 1,2 | 54 |
| Danemark | 0,6 | 27 |
| Norvège | 0,3 | 14 |
| Finlande | 0,3 | 14 |
| Japon | 5,0 | 225 |

Les pays adhérents à la présente Convention devront fournir des contributions sur les bases qui seraient convenues.

3) La contribution en espèces d'un pays dont la contribution au programme s'effectuera, en totalité ou en partie, en espèces, sera calculée en évaluant la quantité de céréales fixée pour ce pays (ou la partie de cette quantité de céréales qui ne sera pas fournie en nature) sur la base de 1,73 dollar des Etats-Unis par boisseau.

4) L'aide alimentaire sous forme de céréales sera fournie selon les modalités suivantes :

- a) ventes contre monnaie du pays importateur, ni transférable ni convertible en devises ou en marchandises et services destinés à être utilisés par le pays contributeur^{1/};
- b) dons de céréales ou dons en espèces à employer à l'achat de céréales au profit du pays importateur.

Les achats de céréales seront effectués dans les pays participants. Dans l'utilisation des dons en espèces, on s'attachera spécialement à faciliter les exportations de céréales des pays en voie de développement participants. A cet effet, il sera établi une priorité afin que 25 % au moins de la contribution en espèces pour l'achat de céréales en vue de l'aide alimentaire ou la partie de cette contribution qui sera nécessaire pour acheter 200.000 tonnes métriques soient consacrés à l'achat de céréales produites dans les pays en voie de développement. Les pays donateurs fourniront leurs contributions en céréales sous la forme de positions à terme, f.o.b.

5) Les pays parties à la présente Convention pourront, en ce qui concerne leur contribution au programme d'aide alimentaire, spécifier un ou plusieurs pays bénéficiaires.

^{1/} Dans des circonstances exceptionnelles, il pourrait être accordé une dispense allant jusqu'à 10 %.

ARTICLE III

Comité de l'aide alimentaire

- 1) Il sera institué un Comité de l'aide alimentaire qui sera composé de pays énumérés à l'article VI de la présente Convention et d'autres pays qui adhéreront à la présente Convention. Le Comité désignera un président et un vice-président.
- 2) Le Comité pourra, lorsque la situation le justifiera, inviter les représentants du secrétariat d'autres organisations internationales, dont seuls peuvent faire partie les gouvernements qui sont également Membres de l'Organisation des Nations Unies ou des institutions spécialisées, à participer à ses travaux en qualité d'observateurs.
- 3) Le Comité :
 - a) recevra régulièrement des pays qui contribuent au programme des rapports sur le montant, la composition, les modalités de distribution et les conditions des contributions à l'aide alimentaire qu'ils fournissent en vertu de la présente Convention;
 - b) examinera en permanence les achats de céréales financés au moyen de contributions en espèces, en tenant particulièrement compte de l'obligation qui figure au deuxième alinéa du paragraphe 4) de l'article II et qui concerne les achats de céréales effectués dans les pays participants en voie de développement.
- 4) Le Comité :
 - a) examinera la manière dont les obligations souscrites au titre du programme d'aide alimentaire ont été remplies;
 - b) procédera à un échange régulier de renseignements sur le fonctionnement des dispositions relatives à l'aide alimentaire prises en vertu de la présente Convention et, notamment, lorsque les

renseignements correspondants seront disponibles, sur ses effets
sur la production alimentaire des pays bénéficiaires.

Le Comité fera rapport, en cas de besoin.

5) Le Comité peut prendre à tout moment des dispositions pour procéder
à un échange de vues, notamment pour faire face à des cas d'urgence.

6) Aux fins des paragraphes 4) et 5) du présent article, le Comité peut
recevoir des renseignements des pays bénéficiaires et les consulter.

ARTICLE IV

Dispositions administratives

Le Comité de l'aide alimentaire institué conformément aux dispositions
de l'article III a recours aux services du Secrétariat du Conseil interna-
tional du blé pour s'acquitter des tâches administratives, notamment de la
production et la distribution de la documentation et des rapports.

ARTICLE V

Manquements aux engagements et différends

En cas de différend relatif à l'interprétation ou à l'application de
la présente Convention ou d'un manquement aux obligations contractées en
vertu de la présente Convention, le Comité de l'aide alimentaire se réunit
pour décider des mesures à prendre.

ARTICLE VI

Signature

La présente Convention est ouverte à Washington, du 15 octobre 1967
au 30 novembre 1967 inclusivement, à la signature des Gouvernements de
l'Argentine, de l'Australie, du Canada, du Danemark, des Etats-Unis
d'Amérique, de la Finlande, du Japon, de la Norvège, du Royaume-Uni, de

la Suède, de la Suisse, ainsi qu'à celle de la Communauté économique européenne et de ses Etats membres, sous réserve qu'ils signent aussi bien la présente Convention que la Convention relative au commerce du blé.

ARTICLE VII

Ratification, acceptation ou approbation

La présente Convention est soumise à la ratification, à l'acceptation ou à l'approbation de chacune des parties signataires conformément à leurs procédures constitutionnelles ou institutionnelles, sous réserve que chacune d'elles ratifie, accepte ou approuve également la Convention relative au commerce du blé. Les instruments de ratification, d'acceptation ou d'approbation seront déposés auprès du Gouvernement des Etats-Unis d'Amérique au plus tard le 1er juillet 1968, étant entendu que le Comité de l'aide alimentaire peut accorder une ou plusieurs prolongations de délai à tout signataire qui n'aura pas déposé son instrument de ratification, d'acceptation ou d'approbation à cette date.

ARTICLE VIII

Adhésion

1) La présente Convention est ouverte à l'adhésion de la Communauté économique européenne et de ses Etats membres et de tout autre gouvernement nommé à l'article VI, sous réserve que ce gouvernement adhère également à la Convention relative au commerce du blé. Les instruments d'adhésion prévus au présent paragraphe seront déposés au plus tard le 1er juillet 1968, étant entendu que le Comité de l'aide alimentaire peut accorder une ou plusieurs prolongations de délai à tout gouvernement qui n'aura pas déposé son instrument d'adhésion à cette date.

- 2) Le Comité de l'aide alimentaire peut approuver l'adhésion à la présente Convention du gouvernement de tout Membre de l'Organisation des Nations Unies ou des institutions spécialisées dans les conditions que le Comité de l'aide alimentaire jugera appropriées.
- 3) Si un gouvernement qui n'est pas visé à l'article VI sollicite son adhésion à la présente Convention avant son entrée en vigueur, les signataires de ladite Convention peuvent approuver l'adhésion dans les conditions qu'ils jugeront appropriées. Une telle approbation et de telles conditions auront la même valeur, en vertu de la présente Convention, que si ces décisions avaient été prises par le Comité de l'aide alimentaire après l'entrée en vigueur de la présente Convention.
- 4) L'adhésion a lieu par le dépôt d'un instrument d'adhésion auprès du Gouvernement des Etats-Unis d'Amérique.

ARTICLE IX

Application provisoire

La Communauté économique européenne et ses Etats membres, ainsi que tout autre gouvernement d'un pays nommé à l'article VI, peuvent déposer auprès du Gouvernement des Etats-Unis d'Amérique une déclaration d'application provisoire de la présente Convention, à condition qu'ils déposent aussi une déclaration d'application provisoire de la Convention relative au commerce du blé. Tout autre gouvernement dont la demande d'adhésion est approuvée peut aussi déposer auprès du Gouvernement des Etats-Unis d'Amérique une déclaration d'application provisoire. Tout gouvernement déposant une telle déclaration applique provisoirement la présente Convention et est considéré provisoirement comme partie à ladite Convention.

ARTICLE X

Entrée en vigueur

1) La présente Convention entre en vigueur le 1er juillet 1968 pour les gouvernements qui auront déposé à cette date des instruments de ratification, d'acceptation, d'approbation ou d'adhésion, sous réserve que la Communauté économique européenne et ses Etats membres, ainsi que tous les autres gouvernements nommés à l'article VI aient déposé à cette date de tels instruments ou une déclaration d'application provisoire et que toutes les dispositions de la Convention relative au commerce du blé soient en vigueur.

La présente Convention entre en vigueur pour tout autre gouvernement qui dépose un instrument de ratification, d'acceptation, d'approbation ou d'adhésion après l'entrée en vigueur de la Convention à la date dudit dépôt.

2) Si la présente Convention n'entre pas en vigueur le 1er juillet 1968, les gouvernements qui, à cette date, auront déposé des instruments de ratification, d'acceptation d'approbation ou d'adhésion ou des déclarations d'application provisoire pourront décider d'un commun accord qu'elle entrera en vigueur entre les gouvernements qui ont déposé des instruments de ratification, d'acceptation, d'approbation ou d'adhésion, à condition que toutes les dispositions de la Convention relative au commerce du blé soient en vigueur, ou bien pourront prendre toutes autres mesures que la situation leur paraîtra exiger.

ARTICLE XI

Durée

La présente Convention reste en vigueur pour une période de trois ans.

ARTICLE XII

Notification par l'autorité dépositaire

Le Gouvernement des Etats-Unis d'Amérique, en sa qualité d'autorité dépositaire, notifiera à tous les gouvernements signataires et adhérents toute signature, toute ratification, toute acceptation, toute approbation, toute application provisoire de la présente Convention et toute adhésion à ladite Convention.

ARTICLE XIII

Rapports entre le Préambule et la Convention

La présente Convention comprend le Préambule de l'arrangement international sur les céréales de 1967.

EN FOI DE QUOI les soussignés, dûment autorisés à cet effet par leurs gouvernements respectifs, ont signé la présente Convention aux dates figurant en regard de leur signature.

Les textes de la présente Convention en langues anglaise, espagnole, française et russe font également foi. Les originaux seront déposés dans les archives du Gouvernement des Etats-Unis d'Amérique, qui en transmettra des copies certifiées conformes à tous les gouvernements signataires et adhérents.

CONVENIO SOBRE LA AYUDA ALIMENTARIA

ARTICULO I

Finalidad

El presente Convenio tiene por finalidad llevar a cabo un programa de ayuda alimentaria en beneficio de los países en desarrollo, mediante las aportaciones que se reciban.

ARTICULO II

Ayuda alimentaria internacional

- 1) Los países partes en el presente Convenio se comprometen a hacer aportaciones de trigo, cereales secundarios o su equivalente en efectivo, en concepto de ayuda a los países en desarrollo, por un total de 4,5 millones de toneladas métricas de cereales al año. Los cereales incluidos en este programa deben ser adecuados para el consumo humano y de un tipo y una calidad aceptables.
- 2) La aportación mínima de cada país parte en el presente Convenio se fija del modo siguiente:

| | Porcentaje | (en miles de toneladas métricas) |
|-----------------------------|------------|-------------------------------------|
| Estados Unidos | 42,0 | 1.890 |
| Canadá | 11,0 | 495 |
| Australia | 5,0 | 225 |
| Argentina | 0,5 | 23 |
| Comunidad Económica Europea | 23,0 | 1.035 |
| Reino Unido | 5,0 | 225 |
| Suiza | 0,7 | 32 |
| Suecia | 1,2 | 54 |
| Dinamarca | 0,6 | 27 |
| Noruega | 0,3 | 14 |
| Finlandia | 0,3 | 14 |
| Japón | 5,0 | 225 |

Los países que se adhieran al presente Convenio harán aportaciones sobre las bases que se convengan.

- 3) Cuando la aportación de un país al programa se realice total o parcialmente en efectivo, se calculará evaluando la cantidad correspondiente a dicho país (o la proporción de dicha cantidad no aportada en cereales) a razón de 1,73 dólares de los Estados Unidos por bushel.
- 4) La ayuda alimentaria en forma de cereales podrá adoptar las siguientes modalidades:
 - a) ventas pagaderas en moneda del país importador, que no sea transferible ni convertible en moneda o en bienes y servicios utilizables por el país aportante ^{1/};
 - b) donativo en cereales o en efectivo destinado a la adquisición de cereales para el país importador.

Los cereales se comprarán a los países participantes. Al utilizar los fondos concedidos, se procurará en particular facilitar las exportaciones de cereales de los países miembros en desarrollo. Para este fin, se establecerá un orden de prioridades, de manera que el 25% por lo menos de la aportación en efectivo destinada a la adquisición de cereales en concepto de ayuda alimentaria, o la parte de dicha aportación necesaria para adquirir 200.000 toneladas métricas de cereales, se utilice para comprar cereales producidos en países en desarrollo. Los países donantes situarán sus aportaciones en cereales f.o.b. para entrega futura.

- 5) Los países partes en el presente Convenio podrán, por lo que respecta a su aportación al programa de ayuda alimentaria, designar uno o varios países beneficiarios.

ARTICULO III

Comité de Ayuda Alimentaria

- 1) Se constituirá un Comité de Ayuda Alimentaria integrado por los países que figuran en el artículo VI del presente Convenio y por los que se adhieran a este Convenio. El Comité nombrará a su Presidente y Vicepresidente.

1/ En circunstancias excepcionales, podrá concederse una excepción no superior al 10%.

2) Cuando sea conveniente, el Comité podrá invitar a que asistan a sus reuniones, en calidad de observadores, a representantes de las secretarías de otras organizaciones internacionales, cuya composición se limite a los gobiernos que son también Miembros de las Naciones Unidas o de sus organismos especializados.

3) El Comité:

- a) recibirá regularmente de los países aportantes informes sobre la cantidad, la composición, las modalidades de distribución y las condiciones de la ayuda alimentaria que prestan con arreglo al Convenio;
- b) se mantendrá al tanto de las compras de cereales costeadas por medio de aportaciones en efectivo, teniendo en cuenta especialmente la obligación que figura en el segundo apartado del párrafo 4 del artículo II, relativa a las compras de cereales a los países participantes en desarrollo.

4) El Comité:

- a) examinará la forma en que se han cumplido las obligaciones contraídas en virtud del programa de ayuda alimentaria;
- b) efectuará un intercambio regular de informaciones acerca de la aplicación de los acuerdos de ayuda alimentaria concertados en virtud del Convenio, y en particular, cuando se disponga de datos pertinentes, sobre sus efectos en la producción de alimentos de los países beneficiarios.

El Comité presentará un informe, cuando proceda.

5) El Comité podrá, en cualquier momento, tomar disposiciones para que se realice un intercambio de opiniones, sobre todo para tratar de casos urgentes.

6) Para los fines de los párrafos 4) y 5) del presente artículo, el Comité recibirá informaciones de los países beneficiarios y podrá celebrar consultas con ellos.

ARTICULO IVDisposiciones administrativas

El Comité de Ayuda Alimentaria, establecido con arreglo a lo dispuesto en el artículo III, utilizará los servicios de la secretaría del Consejo Internacional del Trigo en el cumplimiento de las tareas administrativas que pueda encargársele el Comité, entre ellas la preparación y distribución de documentos e informes.

ARTICULO VControversias e incumplimiento de obligaciones

En el caso de una controversia relativa a la interpretación o aplicación del presente Convenio o en el de incumplimiento de obligaciones contraídas en virtud del presente Convenio, el Comité de Ayuda Alimentaria se reunirá para tomar las medidas oportunas.

ARTICULO VIFirma

El presente Convenio quedará abierto a la firma de los Gobiernos de Argentina, Australia, Canadá, Dinamarca, Estados Unidos de América, Finlandia, Japón, Noruega, Reino Unido, Suecia y Suiza, así como de la Comunidad Económica Europea y de sus Estados miembros, en Washington, desde el 15 de octubre de 1967 hasta el 30 de noviembre de 1967 inclusive, siempre que dichos países firmen tanto el presente Convenio como el Convenio sobre el Comercio del Trigo.

ARTICULO VIIRatificación, aceptación o aprobación

El presente Convenio estará sujeto a la ratificación, aceptación o aprobación de cada uno de los signatarios, de conformidad con sus respectivos procedimientos constitucionales o institucionales, siempre que ratifique, acepte o apruebe asimismo el Convenio sobre el Comercio del Trigo. Los instrumentos de ratificación, aceptación

o aprobación se depositarán en poder del Gobierno de los Estados Unidos de América, a más tardar el 1º de julio de 1968, quedando entendido que el Comité de Ayuda Alimentaria podrá conceder una o varias prórrogas a un signatario que no haya depositado su instrumento de ratificación, aceptación o aprobación en la fecha indicada.

ARTICULO VIII

Adhesión

- 1) El presente Convenio quedará abierto a la adhesión de la Comunidad Económica Europea y de sus Estados miembros o de cualquier otro gobierno mencionado en el artículo VI, siempre que dicho gobierno se adhiera también al Convenio sobre el Comercio del Trigo. Los instrumentos de adhesión correspondientes se depositarán a más tardar el 1º de julio de 1968, quedando entendido que el Comité de Ayuda Alimentaria podrá conceder una o varias prórrogas a cualquier gobierno que no haya depositado su instrumento de adhesión en la fecha indicada.
- 2) El Comité de Ayuda Alimentaria podrá aprobar la adhesión al presente Convenio de todo gobierno de un Estado Miembro de las Naciones Unidas o de los organismos especializados en las condiciones que el Comité considere apropiadas.
- 3) Si algún gobierno que no se menciona en el artículo VI desea solicitar su adhesión al presente Convenio con anterioridad a su entrada en vigor, los signatarios del mismo podrán aprobar la adhesión en las condiciones que ellos consideren apropiadas. Tal aprobación y tales condiciones serán tan válidas con arreglo al presente Convenio como si el Comité de Ayuda Alimentaria hubiera tomado la decisión después de la entrada en vigor del presente Convenio.
- 4) La adhesión se llevará a efecto depositando un instrumento de adhesión en poder del Gobierno de los Estados Unidos de América.

ARTICULO IX

Aplicación provisional

La Comunidad Económica Europea y sus Estados miembros, y cualquier otro gobierno mencionado en el artículo VI podrán depositar en poder del Gobierno de los Estados Unidos de América una declaración de aplicación provisional del presente Convenio siempre que depositen también una declaración de aplicación provisional del Convenio sobre el Comercio del Trigo. Cualquier otro gobierno cuya solicitud de adhesión sea aprobada podrá asimismo depositar en poder del Gobierno de los Estados Unidos de América una declaración de aplicación provisional. Todo gobierno que deposite tal declaración aplicará provisionalmente el presente Convenio y será considerado provisionalmente como parte en el mismo.

ARTICULO X

Entrada en vigor

- 1) El presente Convenio entrará en vigor el 1º de julio de 1968 para aquellos gobiernos que hayan depositado instrumentos de ratificación, aceptación, aprobación o adhesión en esa fecha, siempre que la Comunidad Económica Europea y sus Estados miembros y los demás gobiernos mencionados en el artículo VI hayan depositado dichos instrumentos o una declaración de aplicación provisional en esa fecha y que todas las disposiciones del Convenio sobre el Comercio del Trigo estén en vigor. Para cualquier otro gobierno que deposite un instrumento de ratificación, aceptación, aprobación o adhesión después de que el Convenio haya entrado en vigor, el presente Convenio entrará en vigor en la fecha en que se haya efectuado dicho depósito.
- 2) Si el presente Convenio no entra en vigor el 1º de julio de 1968, los gobiernos que en esa fecha hayan depositado instrumentos de ratificación, aceptación, aprobación o adhesión, o declaraciones de aplicación provisional, podrán decidir de común acuerdo que el mismo entrará en vigor entre aquellos gobiernos que hayan depositado instrumentos de ratificación, aceptación, aprobación o adhesión, siempre que todas las disposiciones del Convenio

sobre el Comercio del Trigo están en vigor, o podrán tomar cualquier otra decisión que, a su parecer, requiere la situación.

ARTICULO XI

Duración

El Convenio tendrá un período de vigencia de tres años.

ARTICULO XII

Notificación de la autoridad depositaria

El Gobierno de los Estados Unidos de América, en su calidad de autoridad depositaria, notificará a todos los gobiernos signatarios y a todos los gobiernos que se hayan adherido, toda firma, ratificación, aceptación, aprobación o aplicación provisional del presente Convenio, y toda adhesión al mismo.

ARTICULO XIII

Relación entre el Preámbulo y el Convenio

El presente Convenio comprende el Preámbulo del Acuerdo Internacional sobre los Cereales, 1967.

EN FE DE LO CUAL los infrascritos, debidamente autorizados a este efecto por sus respectivos gobiernos, han firmado este Convenio en las fechas que aparecen frente a sus firmas.

Los textos del presente Convenio, en los idiomas español, francés, inglés y ruso, serán todos igualmente auténticos, quedando los originales depositados en los archivos del Gobierno de los Estados Unidos de América, quien transmitirá copia certificada de los mismos a cada uno de los gobiernos signatarios y de los gobiernos que se adhieran.

КОНВЕНЦИЯ СО ОКАЗАНИИ ПРОДОВОЛЬСТВЕННОЙ ПОМОЩИ

СТАТЬЯ I

Цель

Целью настоящей Конвенции является проведение в жизнь Программы продовольственной помощи с помощью взносов, пред назначенной для развивающихся стран.

СТАТЬЯ II

Оказание международной продовольственной помощи

- 1) Страны-участники настоящей Конвенции соглашаются предоставить пшеницу, кормовое зерно или валюту в определенном эквиваленте в качестве помощи развивающимся странам в размере 4,5 млн.метрических тонн зерна ежегодно. Зерно, в соответствии с этой программой, должно быть пригодно для пищевых целей и должно быть приемлемого сорта и качества.
- 2) Минимальный взнос каждой страны-участника настоящей Конвенции устанавливается

в следующем размере:

| | <u>%</u> | <u>1 000 метрических тонн</u> |
|--------------------------------------|----------|-------------------------------|
| Соединенные Штаты | 42,0 | 1 890 |
| Канада | 11,0 | 495 |
| Австралия | 5,0 | 225 |
| Аргентина | 0,5 | 23 |
| Европейское экономическое сообщество | 23,0 | 1 035 |
| Соединенное Королевство | 5,0 | 225 |
| Швейцария | 0,7 | 32 |
| Швеция | 1,2 | 54 |
| Дания | 0,6 | 27 |
| Норвегия | 0,3 | 14 |
| Финляндия | 0,3 | 14 |
| Япония | 5,0 | 225 |

Страны, присоединившиеся к настоящей Конвенции, будут производить взносы на такой основе, которая будет согласована.

- 3) Взнос страны, которая производит его полностью или частично в валюте, должен определяться из расчета 1,73 долл.США за бушель пшеницы для всего количества, определенного для этой страны (или той его части, которая не вносится зерном).
- 4) Оказание помощи зерном должно осуществляться на следующих условиях:

- a) продажа с оплатой в валюте импортирующей страны, которая не обратима в валюту или товары или услуги для использования^{1/} в стране, производящей взнос;
- b) предоставление зерна в порядке дара или предоставление валюты в качестве дара для покупки зерна для импортирующей страны.

Закупки зерна должны производиться у стран-участников. При использовании фондов оказания помощи в виде дара особое внимание должно уделяться вопросу содействия экспорт зерна развивающихся стран-участников Конвенции. Для этой цели развивающимся странам предоставляется приоритет в том, что не менее чем 25% взносов в виде валюты для покупки зерна для оказания продовольственной помощи или та часть такого взноса, идущего на покупку 200 000 метрических тонн зерна, должна использоваться для закупки зерна, произведенного в развивающихся странах. Взносы зерном должны осуществляться на условиях фоб отдаленные сроки отгрузки странами, делающими эти взносы.

5) Страны-участники настоящей Конвенции могут в отношении их взносов в Программу продовольственной помощи указывать страну или страны, получающие эту помощь.

СТАТЬЯ III

Комитет по продовольственной помощи

- 1) Учреждается Комитет по продовольственной помощи в составе представителей стран, указанных в статье VI настоящей Конвенции, а также других стран, которые присоединятся к настоящей Конвенции. Комитет назначает председателя и заместителя председателя.
- 2) Комитет может, когда это необходимо, для участия в его работе приглашать в качестве наблюдателей представителей секретариатов других международных организаций, членский состав которых ограничивается правительствами стран, являющихся также членами Организации Объединенных Наций или ее специализированных учреждений.
- 3) Комитет будет:
 - a) получать регулярно доклады от стран, оказывавших помощь, относительно объема, характера, направления и условий участия в оказании продовольственной помощи в соответствии с настоящей Конвенцией;

1/ При исключительных обстоятельствах может делаться исключение, но не более 10%.

- b) контролировать закупки зерновых, финансируемые из денежных взносов, особо учитывая при этом обязательство, предусмотренное вторым пунктом статьи II(4), относительно закупок зерновых в развивающихся странах-участниках Конвенции.
- 4) Комитет будет:
- a) изучать методы выполнения обязательств по Программе продовольственной помощи;
 - b) проводить регулярно обмен информацией по вопросам осуществления мер по оказанию продовольственной помощи согласно Конвенции, в особенности в тех случаях, когда имеется соответствующая информация относительно их влияния на производство продовольственных товаров в странах, получающих помощь.
- Комитет, когда это необходимо, представляет доклады.
- 5) Комитет может в любое время принимать соответствующие меры для проведения обмена мнениями в особенности в случаях, не теряющих отлагательства.
- 6) Для целей, предусмотренных в пунктах 4 и 5 настоящей статьи, Комитет может получать информацию от стран, получающих помощь, и может проводить с ними консультации.

/ СТАТЬЯ IV

Административные постановления

Комитет по продовольственной помощи, учрежденный согласно положениям статьи III, пользуется обслуживанием секретариата Международного совета по пшенице для выполнения административных функций, которые могут потребоваться Комитету, включая подготовку и распространение документации и докладов.

СТАТЬЯ V

Нарушения и споры

В случае возникновения споров относительно толкования или применения настоящей Конвенции или нарушения обязательств, предусмотренных Конвенцией, созывается Комитет по продовольственной помощи, который принимает соответствующее решение.

СТАТЬЯ VI

Подписание

Настоящая Конвенция будет открыта для подписания в Вашингтоне с 15 октября 1967 года по 30 ноября 1967 года включительно Правительствами Австралии, Аргентины, Дании, Канады, Норвегии, Соединенного Королевства, Соединенных Штатов Америки, Финляндии, Швеции, Швейцарии и Японии, а также Европейским экономическим сообществом и его государствами-членами при условии подписания ими настоящей Конвенции и Конвенции о торговле пшеницей.

СТАТЬЯ VII

Ратификация, принятие или одобрение

Настоящая Конвенция подлежит ратификации, принятию или одобрению каждой из подписавших ее сторон в соответствии с принятыми конституционными или административными постановлениями при условии, что она также ратифицирует, примет или одобрит Конвенцию о торговле пшеницей. Акты о ратификации, принятии или одобрении сдаются на хранение правительству Соединенных Штатов Америки не позднее 1 июля 1968 года за исключением тех случаев, когда Комитет по продовольственной помощи предоставляет одну или более отсрочек какой-либо подписавшей стороне, которая не сдала на хранение свой акт о ратификации, принятии или одобрении к этому сроку.

СТАТЬЯ VIII

Присоединение

- 1) Настоящая Конвенция открыта для присоединения к ней Европейского экономического сообщества и его стран-членов или правительства любой страны, указанной в статье VI, при условии, что правительство также присоединится к Конвенции о торговле пшеницей. Акты о присоединении в соответствии с настоящим пунктом сдаются на хранение не позднее 1 июля 1968 года за исключением тех случаев, когда Комитет по продовольственной помощи предоставляет одну или более отсрочек какому-либо правительству, которое не сдало на хранение свой акт о присоединении к этому сроку.
- 2) Комитет по продовольственной помощи может одобрить присоединение к настоящей Конвенции правительства любого государства-члена Организации Объединенных Наций или ее специализированных учреждений и определить условия такого присоединения.

- 3) Если какое-либо Правительство, не указанное в статье УГ, пожелает заявить о присоединении к настоящей Конвенции до вступления ее в силу, то стороны, подписавшие Конвенцию, могут одобрить присоединение на условиях, которые будут признаны ими соответствующими. Такое одобрение и такие условия будут иметь такую же силу, согласно настоящей Конвенции, как если бы эти решения были приняты Комитетом по продовольственной помощи после вступления в силу настоящей Конвенции.
- 4) Присоединение осуществляется посредством сдачи на хранение акта о присоединении Правительству Соединенных Штатов Америки.

СТАТЬЯ IX

Временное применение

Европейское экономическое сообщество и его страны-члены, а также любое Правительство страны, указанной в статье УГ, может обратиться к Правительству Соединенных Штатов Америки с заявлением о временном применении настоящей Конвенции при условии, если оно обратится также с заявлением о временном применении Конвенции о торговле пшеницей. Любое правительство, чье заявление о присоединении одобрено, может также обратиться к Правительству Соединенных Штатов Америки с заявлением о временном применении. Любое правительство, обращаящееся с таким заявлением, временно применяет настоящую Конвенцию и временно рассматривается как участник Конвенции.

СТАТЬЯ X

Вступление в силу

- 1) Настоящая Конвенция вступает в силу 1 июля 1968 года для тех Правительств, которые сдадут на хранение к этой дате акты о ратификации, принятия, одобрении или присоединении, при условии, что Европейское экономическое сообщество и его страны-члены, а также Правительства стран, упомянутых в статье УГ, сдадут на хранение к указанной дате такие акты или заявления о временном применении Конвенции и что все положения Конвенции о торговле пшеницей вступят в силу. Настоящая Конвенция вступает в силу для любого Правительства, которое сдаст на хранение акт о ратификации, принятии, одобрении или присоединении после вступления Конвенции в силу с даты сдачи на хранение указанных актов.

2) Если настоящая Конвенция не вступит в силу 1 июля 1968 года, то Правительства, которые к этой дате сдадут на хранение акты о ратификации, принятии, одобрении или присоединении или заявления о временном применении Конвенции, могут решить с общего согласия, что Конвенция вступает в силу для тех Правительств, которые сдали на хранение акты о ратификации, принятии, одобрении или присоединении, при условии, что все положения Конвенции о торговле пшеницей вступят в силу, или они могут принять какие-либо другие меры, которые, по их мнению, требует обстановка.

СТАТЬЯ XI

Срок действия

Настоящая Конвенция остается в силе в течение трех лет.

СТАТЬЯ XII

Нотификация страной-депозитарием

Правительство Соединенных Штатов Америки в качестве Правительства страны-депозитария будет сообщать всем Правительствам, подписавшим Конвенцию и присоединившимся к ней, о каждом подписании, ратификации, принятии, одобрении, временном применении или присоединении к настоящей Конвенции.

СТАТЬЯ XIII

Взаимосвязь Преамбулы и Конвенции

Настоящая Конвенция включает Преамбулу к Международному соглашению по зерновым 1967 года.

В УДОСТОВЕРЕНИЕ ЧЕГО нижеподписаные, будучи должностным образом на то уполномочены своими соответствующими Правительствами, подписали настоящую Конвенцию в дни, указанные против их подписей.

Тексты настоящей Конвенции на английском, французском, русском и испанском языках являются аутентичными. Подлинники сдаются на хранение Правительству Соединенных Штатов Америки, которое рассыпает заверенные копии каждому подписавшему или присоединившемуся Правительству.

FOR ARGENTINA:
POUR L'ARGENTINE:
POR LA ARGENTINA:
ЗА АРГЕНТИНУ:

FOR AUSTRALIA:
POUR L'AUSTRALIE:
POR AUSTRALIA:
ЗА АВСТРАЛИЮ:

27-X-67

FOR CANADA:
POUR LE CANADA:
POR EL CANADA:
ЗА КАНАДУ:

R. Edgar Ritchie
November 2, 1967

FOR DENMARK:
POUR LE DANEMARK:
POR DINAMARCA:
ЗА ДАНИЮ:

- subject to ratification.

24 November 1967

FOR THE EUROPEAN ECONOMIC COMMUNITY:
POUR LA COMMUNAUTE ECONOMIQUE EUROPÉENNE:
POR LA COMUNIDAD ECONOMICA EUROPEA:
ЗА ЕВРОПЕЙСКОЕ ЭКОНОМИЧЕСКОЕ СООБЩЕСТВО:

Brussels
November 28 1967

BELGIUM:
LA BELGIQUE:
BELGICA:
БЕЛЬГИЯ:

Baran / m
17 November 1967

FRANCE:
LA FRANCE:
FRANCIA:
ФРАНЦИЯ:

Henri Lescot
November 27th 1967

FEDERAL REPUBLIC OF GERMANY:
LA REPUBLIQUE FEDERALE D'ALLEMAGNE:
LA REPUBLICA FEDERAL DE ALEMANIA:
ФЕДЕРАТИВНАЯ РЕСПУБЛИКА ГЕРМАНИЯ:

ITALY:
L'ITALIE:
ITALIA:
ИТАЛИЯ:

R. R. Scapagnini
17 November 1967
Giovanni Sartori
20 November 1967

LUXEMBOURG:
LE LUXEMBOURG:
LUXEMBURGO:
ЛЮКСЕМБУРГ:

Paul Kirsch
15, 16 November 1967

KINGDOM OF THE NETHERLANDS:
LE ROYAUME DES PAYS-BAS:
EL REINO DE LOS PAISES BAJOS:
КОРОЛЕВСТВО НИДЕРЛАНДОВ:

C. J. van der Heijden
Subject to ratification
18 November 1967

FOR FINLAND:
POUR LA FINLANDE:
POR FINLANDIA:
ЗА ФИНЛЯНДИЮ:

Iekka Halinen

November 27, 1967

FOR JAPAN:
POUR LE JAPON:
POR EL JAPON:
ЗА ЯПОНИЮ:

The Government of Japan reserves the acceptance of the provisions of Article II

P. Shiroiwa

November 9, 1967

FOR THE KINGDOM OF NORWAY:
POUR LE ROYAUME DE NORVEGE:
POR EL REINO DE NORUEGA:
ЗА КОРОЛЕВСТВО НОРВЕГИИ:

*Rene Leeney
Subject to ratification
November 29, 1967*

FOR SWEDEN:
POUR LA SUEDE:
POR SUECIA:
ЗА ШВЕЦИЮ:

Hans Carlsson

No. 22, 1967.

Subject to ratification of the Riksdag

FOR SWITZERLAND:
POUR LA SUISSE:
POR SUIZA:
ЗА ШВЕЙЦАРИЮ:

F. Ulrich

28 November 1967

Sous signature de F. Ulrich

FOR THE UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND:
POUR LE ROYAUME-UNI DE GRANDE-BRETAGNE ET D'IRLANDE DU NORD:
POR EL REINO UNIDO DE GRAN BRETAÑA E IRLANDA DEL NORTE:
ЗА СОВМЕСТНОЕ КОРОЛЕВСТВО ВЕЛИКОБРИТАНИИ И СЕВЕРНОЙ ИРЛАНДИИ:

Patrick Dean

28 November, 1967.

FOR THE UNITED STATES OF AMERICA:
POUR LES ETATS-UNIS D'AMERIQUE:
POR LOS ESTADOS UNIDOS DE AMERICA:
ЗА СОВМЕСТНЫЕ ШТАТЫ АМЕРИКИ:

John A. Schmitthen Nov 8, 1967

I CERTIFY THAT the foregoing is a true copy of the International Grains Arrangement 1967 - consisting of a Wheat Trade Convention and a Food Aid Convention - formulated at the International Wheat Conference, 1967, held in Rome in July and August 1967, and open for signature in the English, French, Spanish, and Russian languages at Washington from October 15, 1967 until and including November 30, 1967, the signed original of which is deposited in the archives of the Government of the United States of America.

IN TESTIMONY WHEREOF, I, DEAN RUSK, Secretary of State of the United States of America, have hereunto caused the seal of the Department of State to be affixed and my name subscribed by the Authentication Officer of the said Department, at the city of Washington, in the District of Columbia, this fourth day of December, 1967.

Dean Rusk
Secretary of State

[SEAL]

By Barbara Hartman
Authentication Officer
Department of State

WHEREAS the Senate of the United States of America by its resolution of June 13, 1968, two-thirds of the Senators present concurring therein, did advise and consent to the ratification of the said Arrangement;

WHEREAS the said Arrangement was duly ratified by the President of the United States of America on June 15, 1968, in pursuance of the aforesaid advice and consent of the Senate;

WHEREAS it is provided in paragraph (1) of Article 40 of the said Wheat Trade Convention that the said Convention shall enter into force among those Governments that have deposited instruments of ratification, acceptance, approval, or accession (a) on June 18, 1968 with respect to all provisions other than Articles 4–10 and (b) on July 1, 1968 with respect to Articles 4–10 provided that the European Economic Community and its Member States, namely, Belgium, France, the Federal Republic of Germany, Italy, Luxembourg, and the Kingdom of the Netherlands, and all other Governments listed in Article 36(a), namely, Argentina, Australia, Canada, Denmark, Finland, Japan, Norway, Sweden, Switzerland, the United Kingdom, and the United States, have deposited such instruments or a declaration of provisional application by June 17, 1968 and that the Food Aid Convention will enter into force on July 1, 1968;

WHEREAS it is provided in paragraph (1) of Article X of the said Food Aid Convention that the said Convention shall enter into force on July 1, 1968 among those Governments that have deposited instruments of ratification, acceptance, approval, or accession by that date provided that the European Economic Community and its Member States, namely, Belgium, France, the Federal Republic of Germany, Italy, Luxembourg, and the Kingdom of the Netherlands, and all other Governments listed in Article VI, namely, Argentina, Australia, Canada, Denmark, Finland, Japan, Norway, Sweden, Switzerland, the United Kingdom, and the United States, have deposited such instruments or a declaration of provisional application by that date and that all the provisions of the Wheat Trade Convention are in force;

WHEREAS it is provided in Article 39 of the said Wheat Trade Convention and in Article IX of the said Food Aid Convention that the European Economic Community and its Member States and any other Government listed in, respectively, Article 36(a) of the Wheat Trade Convention and Article VI of the Food Aid Convention, and, in the case of the Wheat Trade Convention, any other Government eligible to sign that Convention or whose application for accession is approved by the Council, and, in the case of the Food Aid Convention, any other Government whose application for accession is approved, may deposit a declaration of provisional application of either of the two Conventions provided it also deposits a declaration of provisional application of the other of the two Conventions, and that any Government depositing such a declaration shall provisionally apply the Convention and be provisionally regarded as a party thereto

provided, in the case of the Wheat Trade Convention, that any Government listed in Article 36(a) shall only be regarded as a provisional party thereto as long as it provisionally applies the Food Aid Convention;

WHEREAS instruments of ratification, acceptance, approval, or accession with respect to the said Wheat Trade Convention were deposited with the Government of the United States of America on or before June 17, 1968 by the Governments of certain countries, all during the year 1968, as follows: Australia on March 25; Barbados on March 7; Canada on May 14; Denmark on June 12; Finland on June 13; Ireland on May 8; Israel on June 12; Japan on June 4; the Republic of Korea on June 5; Libya on June 14; Mexico on May 22; Nigeria on May 22; Norway on June 17; Saudi Arabia on February 21; South Africa on June 5; Sweden on May 7; Switzerland on April 29; Trinidad and Tobago on June 17; Tunisia on June 14; United Arab Republic on June 7; United Kingdom of Great Britain and Northern Ireland on June 17; and United States of America on June 15;

WHEREAS declarations of provisional application pursuant to Article 39 of the said Wheat Trade Convention were deposited with the Government of the United States of America after June 17, 1968 by the European Economic Community and by the Governments of certain countries, all during the year 1968, as follows: Argentina on June 17; Belgium on June 17; Bolivia on June 17; Costa Rica on June 21; European Economic Community on June 17; France on June 17; Federal Republic of Germany on June 13; Luxembourg on June 17; Kingdom of the Netherlands on June 14; Pakistan on June 14; and Portugal on June 13;

WHEREAS declarations of provisional application pursuant to Article 39 of the said Wheat Trade Convention were deposited with the Government of the United States of America after June 17, 1968 by the Governments of certain countries, as follows: Ecuador on June 19 and Italy on June 18;

WHEREAS instruments of ratification, acceptance, approval, or accession with respect to the said Food Aid Convention were deposited with the Government of the United States of America on or before July 1, 1968 by the Governments of certain countries, all during the year 1968, as follows: Australia on March 25; Canada on May 14; Denmark on June 12; Finland on June 13; Japan on June 4; Norway on June 17; Sweden on May 7; Switzerland on April 29; United Kingdom of Great Britain and Northern Ireland on June 17; and United States of America on June 15;

WHEREAS declarations of provisional application pursuant to Article IX of the said Food Aid Convention were deposited with the Government of the United States of America on or before July 1, 1968 by the European Economic Community and by the Governments of certain countries, all during the year 1968, as follows: Argentina on June 17; Belgium on June 17; European Economic Community on June 17;

France on June 17; Federal Republic of Germany on June 13; Italy on June 18; and Kingdom of the Netherlands on June 14;

WHEREAS the requirements of paragraph (1) of Article 40 of the said Wheat Trade Convention for the entry into force of the Convention were not fulfilled;

WHEREAS it is provided in paragraph (3) of Article 40 of the said Wheat Trade Convention that, if the Convention does not enter into force in accordance with paragraph (1) of Article 40, the Governments which have deposited instruments of ratification, acceptance, approval, or accession or declarations of provisional application may decide by mutual consent that it shall enter into force among those Governments that have deposited instruments of ratification, acceptance, approval, and accession, provided the Food Aid Convention enters into force on the first date that all the provisions of the Wheat Trade Convention are in force, or they may take whatever other action they may consider the situation requires;

WHEREAS it is provided in paragraph (2) of Article X of the said Food Aid Convention that, if the Convention does not enter into force on July 1, 1968, the Governments which by that date have deposited instruments of ratification, acceptance, approval, or accession or declarations of provisional application may decide by mutual consent that it shall enter into force among those Governments that have deposited instruments of ratification, acceptance, approval, or accession, provided that all the provisions of the Wheat Trade Convention are in force, or they may take whatever other action they consider the situation requires;

WHEREAS, according to information received by the Government of the United States of America from the International Wheat Council, Governments that had deposited instruments of ratification, acceptance, approval, or accession or declarations of provisional application with respect to the said Wheat Trade Convention decided by mutual consent on July 2, 1968, in a Conference of Governments in the course of the fifty-fourth session of the International Wheat Council, that all the provisions of the Wheat Trade Convention shall be deemed to have entered into force on July 1, 1968, among those Governments that had deposited instruments of ratification, acceptance, approval, or accession, the said Conference of Governments thereupon adopting a resolution reading:

“It is the view of the Conference that the action set out in paragraph (3) of Article 40 of the Wheat Trade Convention has been taken and the Conference therefore determines that the Wheat Trade Convention came into force on 1st July 1968.”

and the said Conference noted further that the requirements of paragraph (1) of Article X of the Food Aid Convention had been met for the entry into force of that Convention on July 1, 1968;

Now, THEREFORE, be it known that I, Lyndon B. Johnson, President of the United States of America, do hereby proclaim and make public the said International Grains Arrangement 1967, consisting of a Wheat Trade Convention and a Food Aid Convention with a common preamble, to the end that the same and each and every article and clause thereof shall be observed and fulfilled with good faith on and after July 1, 1968 by the United States of America and by the citizens of the United States of America and all other persons subject to the jurisdiction thereof.

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

DONE at the city of Washington this third day of August in the year of our Lord one thousand nine hundred sixty-eight and
[SEAL] of the Independence of the United States of America the one hundred ninety-third.

LYNDON B. JOHNSON.

By the President:

DEAN RUSK

Secretary of State

*Note by the Department of State*INTERNATIONAL GRAINS ARRANGEMENT 1967

Signatories to Wheat Trade Convention
Open for signature at Washington
October 15 - November 30, 1967

FOR AFGHANISTAN:

FOR ALGERIA:

FOR ARGENTINA:

A C Alsogaray 29/XI/1967

FOR AUSTRALIA:

Keith Waller 27 - X - 67

FOR AUSTRIA:

FOR BARBADOS:

FOR BOLIVIA:

FOR BRAZIL:

FOR BULGARIA:

FOR CANADA:

A. Edgar Ritchie November 2, 1967

FOR CEYLON:

FOR CHILE:

FOR COLOMBIA:

FOR COSTA RICA:

FOR CUBA:

FOR CZECHOSLOVAKIA:

FOR DENMARK:

Flemming Agerup 24 November 1967

Subject to ratification

FOR THE DOMINICAN REPUBLIC:

FOR ECUADOR:

FOR EL SALVADOR:

FOR THE EUROPEAN ECONOMIC COMMUNITY:

L G' Rabot November 28 1967

BELGIUM:

Baron Scheyven November 17, 1967

FRANCE:

Charles Lucet November 27th 1967

FEDERAL REPUBLIC OF GERMANY:

K. H. Knappstein 17 November 1967

ITALY:

Egidio Ortona 20 November 1967

LUXEMBOURG:

M Steinmetz 16 November 1967

KINGDOM OF THE NETHERLANDS:

Subject to ratification

C. Schurmann 16 November 1967

FOR FINLAND:

Finland reserves full freedom to continue the imports of grain in accordance with her traditional trade pattern. Consequently, Finland makes a reservation as to the obligation put forward under paragraphs 2 and 4 of Article 4 of the Wheat Trade Convention.

Pekka Malinen November 27, 1967

FOR GHANA:

FOR GREECE:

Christian Xanthopoulos-Palmas November 29 - 1967

Subject to ratification

FOR GUATEMALA:

FOR HAITI:

FOR ICELAND:

FOR INDIA:

Braj Kumar Nehru 30.11.1967.
[Romanization]

FOR INDONESIA:

FOR IRAN:

FOR IRELAND:

William P. Fay November 29, 1967

Subject to ratification

FOR ISRAEL:

S. Sitton Nov. 29, 1967

Subject to ratification

FOR JAPAN:

T. Shimoda November 9, 1967

FOR THE REPUBLIC OF KOREA:

Dong Jo Kim Nov. 30, 1967
[Romanization]

FOR LEBANON:

Sous réserve de ratification

I Ahdab 30 November 1967

FOR LIBYA:

FOR MALAYSIA:

FOR MEXICO:

Hugo B. Margáin 29th November 1967

FOR THE KINGDOM OF THE NETHERLANDS
(with respect to the interests of the
Netherlands Antilles and Surinam):

FOR NEW ZEALAND:

FOR NIGERIA:

FOR THE KINGDOM OF NORWAY:

Arne Gunneng

November 29, 1967

Subject to ratification

FOR PAKISTAN:

Aftab Ahmad Khan

28th November, 1967

FOR PANAMA:

FOR PERU:

FOR THE REPUBLIC OF THE PHILIPPINES:

FOR POLAND:

FOR PORTUGAL:

Vasco Vieira Garin

27th November 1967

Subject to ratification.

FOR ROMANIA:

FOR THE REPUBLIC OF SAN MARINO:

FOR SAUDI ARABIA:

Ibrahim Al-Sowayel
[Romanization]

NOV 30TH 1967

FOR SIERRA LEONE:

FOR THE REPUBLIC OF SOUTH AFRICA:

H L T Taswell

28 Nov 1967

FOR SOUTHERN RHODESIA:

FOR SPAIN:

Merry Del Val

Nov. 28, 1967

FOR SWEDEN:

Hubert deBesche

Nov. 22, 1967

Subject to ratification of the Riksdag

FOR SWITZERLAND:

F. Schnyder

28 November 1967

Sous réserve de ratification

FOR THE SYRIAN ARAB REPUBLIC:

FOR TRINIDAD AND TOBAGO:

FOR TUNISIA:

S. Abdellah

24th October 1967

FOR TURKEY:

FOR THE UNION OF SOVIET SOCIALIST REPUBLICS:

FOR THE UNITED ARAB REPUBLIC:

FOR THE UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND:

Patrick Dean

28 November 1967

At the time of signing the present Agreement I declare in accordance with paragraph (1) of Article 42 thereof, that my signature is in respect of the United Kingdom of Great Britain & Northern Ireland only, & that the rights & obligations of the Government of the United Kingdom under the Agreement shall not apply in respect of any of the non-metropolitan territories for the international relations of which they are responsible.

FOR THE UNITED STATES OF AMERICA:

John A Schnittker

Nov 8, 1967

FOR URUGUAY:

FOR THE VATICAN CITY STATE:

Luigi Raimondi

Nov. 13, 1967

FOR VENEZUELA:

FOR THE REPUBLIC OF VIET-NAM:

FOR WESTERN SAMOA:

FOR YUGOSLAVIA:

INTERNATIONAL GRAINS ARRANGEMENT 1967

Signatories to Food Aid Convention
Open for signature at Washington
October 15 - November 30, 1967

FOR ARGENTINA:

A C Alsogaray 29/XI/1967

FOR AUSTRALIA:

Keith Waller 27 - X - 67

FOR CANADA:

A. Edgar Ritchie November 2, 1967

FOR DENMARK:

Flemming Agerup 24 November 1967

Subject to ratification

FOR THE EUROPEAN ECONOMIC COMMUNITY:

L G Rabot November 28 1967

BELGIUM:

Baron Scheyven 17 November 1967

FRANCE:

Charles Lucet November 27th 1967

FEDERAL REPUBLIC OF GERMANY:

K. H. Knappstein 17 November 1967

ITALY:

Egidio Ortona 20 November 1967

LUXEMBOURG:

M Steinmetz 16 November 1967

KINGDOM OF THE NETHERLANDS:

Subject to ratification

C. Schurmann 16 November 1967

FOR FINLAND:

Pekka Malinen

November 27, 1967

FOR JAPAN:

The Government of Japan reserves the acceptance of
the provisions of Article II

T. Shimoda

November 9, 1967

FOR THE KINGDOM OF NORWAY:

Arne Gunneng

November 29, 1967

Subject to ratification

FOR SWEDEN:

Hubert deBesche

Nov. 22, 1967

Subject to ratification of the Riksdag

FOR SWITZERLAND:

F. Schnyder

28 November 1967

Sous réserve de ratification

FOR THE UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND:

Patrick Dean

28 November, 1967

FOR THE UNITED STATES OF AMERICA:

John A Schnittker

Nov 8, 1967

DENMARK

Atomic Energy: Cooperation for Civil Uses

*Agreement amending the agreement of July 25, 1955, as amended.
Signed at Washington June 7, 1968;
Entered into force July 26, 1968.*

AMENDMENT TO AGREEMENT FOR COOPERATION BE-TWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF THE KINGDOM OF DENMARK CONCERNING CIVIL USES OF ATOMIC ENERGY

The Government of the United States of America and the Government of the Kingdom of Denmark,

Desiring to amend the Agreement for Cooperation Between the Government of the United States of America and the Government of the Kingdom of Denmark Concerning Civil Uses of Atomic Energy, signed at Washington on July 25, 1955, as amended by the Agreements signed on June 27, 1956, and on June 26, 1958,[¹]

Agree as follows:

¹ TIAS 3309, 3758, 4093; 6 UST 2629; 8 UST 194; 9 UST 1189.

ARTICLE I

Article I of the Agreement for Cooperation, as amended, is amended to read as follows:

"A. Subject to the provisions of Article V, the Parties shall exchange unclassified information with respect to the application of atomic energy to peaceful uses and the problems of health and safety connected therewith. The exchange of information provided for in this Article shall be accomplished through various means, including reports, conferences, and visits to facilities, and shall include information in the following fields:

- (1) Design, construction, operation and use of research reactors, materials testing reactors, and reactor experiments;
- (2) The use of radioactive isotopes and source material, special nuclear material, and byproduct material in physical and biological research, medicine, agriculture, and industry; and

(3) Health and safety problems related to the foregoing.

"B. The application or use of any information (including design drawings and specifications), and any material, equipment and devices, exchanged or transferred between the Parties under this Agreement shall be the responsibility of the Party receiving it, and the other Party does not warrant the accuracy or completeness of such information and does not warrant the suitability of such information, material, equipment and devices for any particular use or application."

ARTICLE II

Article II of the Agreement for Cooperation, as amended, is amended to read as follows:

"A. As may be agreed, the Commission will transfer to the Government of the Kingdom of Denmark or authorized persons under its jurisdiction, uranium enriched in the isotope U-235 for use as fuel in defined research applications, including research reactors, materials testing reactors, and reactor experiments, which the Government of the Kingdom of Denmark decides to construct or operate or authorizes private persons to construct or operate in Denmark. Contracts setting forth the terms, conditions, and delivery schedule of each transfer shall be agreed upon in advance.

"B. The net amount of U-235 in enriched uranium transferred under this Article during the period of this Agreement shall not at any time exceed two hundred (200) kilograms. This net amount shall be the gross quantity of such contained U-235 in uranium transferred to the Government of the Kingdom of Denmark during the period of this Agreement less the quantity of such contained U-235 in recoverable uranium which has been resold or otherwise returned to the Government of the United States of America during the period of this Agreement or transferred to any other nation or group of nations with the approval of the Government of the United States of America.

"C. The Commission may also transfer to the Government of the Kingdom of Denmark or to authorized persons under its jurisdiction, under such terms and conditions with respect to each transfer as

may be agreed, special nuclear material for the performance in the Kingdom of Denmark of conversion or fabrication services, or both, and for subsequent transfer to another nation or group of nations with which the Government of the United States of America has an Agreement for Cooperation within the scope of which such subsequent transfer falls.

"D. Within the limitations contained in paragraph B of this Article, the quantity of uranium enriched in the isotope U-235 transferred under this Article and under the jurisdiction of the Government of the Kingdom of Denmark for the fueling of reactors or reactor experiments shall not at any time be in excess of the quantity thereof necessary for the loading of such reactors or reactor experiments, plus such additional quantity as, in the opinion of the Commission, is necessary to permit the efficient and continuous operation of such reactors or reactor experiments.

"E. The enriched uranium supplied hereunder may contain up to twenty percent (20%) in the isotope U-235. All or a portion of the foregoing special nuclear material may be made available as uranium enriched to more than twenty percent (20%) by weight in the isotope U-235 when the Commission finds there is a technical or economic justification for such a transfer for use in research reactors, materials testing reactors, and reactor experiments, each capable of operating with a fuel load not to exceed eight (8) kilograms of the isotope U-235 contained in such uranium.

"F. When any source or special nuclear material received from the United States of America requires reprocessing, such

reprocessing shall be performed at the discretion of the Commission in either Commission facilities or facilities acceptable to the Commission, on terms and conditions to be later agreed; and it is understood, except as may be otherwise agreed, that the form and content of any irradiated fuel elements shall not be altered after removal from a reactor and prior to delivery to the Commission or the facilities acceptable to the Commission for reprocessing.

"G. Special nuclear material produced as a result of irradiation processes in any part of fuel leased hereunder shall be for the account of the lessee and, after reprocessing as provided in paragraph E of this Article, shall be returned to the lessee, at which time title to such material shall be transferred to the lessee, unless the Government of the United States of America shall exercise the option, which is hereby granted, to retain, with a credit to the lessee based on the prices in the United States of America referred to in paragraph H of this Article, any such special nuclear material which is in excess of the needs of the Kingdom of Denmark for such material in its program for the peaceful uses of atomic energy.

"H. With respect to any special nuclear material not owned by the Government of the United States of America produced in reactors while fueled with materials obtained from the United States of America by means other than lease which is in excess of the needs of the Kingdom of Denmark for such material in Denmark's program for the peaceful uses of atomic energy, the Government of the United States of America shall have and is hereby granted (a) a first

option to purchase such material at prices then prevailing in the United States of America for special nuclear material produced in reactors which are fueled pursuant to the terms of an Agreement for Cooperation with the Government of the United States of America, and (b) the right to approve the transfer of such material to any other nation or group of nations in the event the option to purchase is not exercised.

"I. Some atomic energy materials which the Commission may be requested to provide in accordance with this Agreement are harmful to persons and property unless handled and used carefully. After delivery of such materials, the Government of the Kingdom of Denmark shall bear all responsibility, insofar as the Government of the United States of America is concerned, for the safe handling and use of such materials. With respect to any source or special nuclear material or reactor materials which the Commission may, pursuant to this Agreement, lease to the Government of the Kingdom of Denmark or to any private individual or private organization under its jurisdiction, the Government of the Kingdom of Denmark shall indemnify and save harmless the Government of the United States of America against any and all liability (including third party liability) for any cause whatsoever arising out of the production or fabrication, the ownership, the lease, and the possession and use of such source or special nuclear material or reactor materials after delivery by the Commission to the Government of the Kingdom of Denmark or to any private individual or private organization under its jurisdiction."

ARTICLE III

Article III of the Agreement for Cooperation is amended to read as follows:

"A. Materials of interest in connection with the subjects of agreed exchange of information as provided in Article I and subject to the provisions of Article V, including source material, heavy water, byproduct material, other radioisotopes, stable isotopes, and special nuclear material for purposes other than fueling reactors and reactor experiments, may be transferred between the Parties for defined applications in such quantities and under such terms and conditions as may be agreed when such materials are not commercially available.

"B. Subject to the provisions of Article V and under such terms and conditions as may be agreed, specialized research facilities and reactor materials testing facilities of the Parties shall be made available for mutual use consistent with the limits of space, facilities, and personnel conveniently available when such facilities are not commercially available.

"C. With respect to the subjects of agreed exchange of information as provided in Article I and subject to the provisions of Article V, equipment and devices may be transferred from one Party to the other under such terms and conditions as may be agreed. It is recognized that such transfers will be subject to limitations which may arise from shortages of supplies or other circumstances existing at the time."

ARTICLE IV

Article III bis of the Agreement for Cooperation, as amended,
is deleted in its entirety.

ARTICLE V

Article IV of the Agreement for Cooperation is amended to read
as follows:

"A. With respect to the application of atomic energy to
peaceful uses, it is understood that arrangements may be made between
either Party or authorized persons under its jurisdiction and
authorized persons under the jurisdiction of the other Party for
the transfer of equipment and devices and materials other than
special nuclear material and for the performance of services.

"B. With respect to the application of atomic energy to
peaceful uses, it is understood that arrangements may be made between
either Party or authorized persons under its jurisdiction and
authorized persons under the jurisdiction of the other Party for
the transfer of special nuclear material and for the performance
of services with respect thereto for the uses specified in
Articles II and III and subject to the limitations of Article II,
paragraph B.

"C. The Parties agree that the activities referred to in
paragraphs A and B of this Article shall be subject to the
limitations in Article V and to the policies of the Parties with
regard to transactions involving the authorized persons referred
to in paragraphs A and B."

ARTICLE VI

Article V of the Agreement for Cooperation is amended to read as follows:

"A. Subject to the provisions of this Agreement, the availability of personnel and material, and the applicable laws, regulations, and license requirements in force in their respective countries, the Parties shall cooperate with each other in the achievement of the uses of atomic energy for peaceful purposes.

"B. Restricted Data shall not be communicated under this Agreement, and no materials or equipment and devices shall be transferred, and no services shall be furnished, under this Agreement, if the transfer of any such materials or equipment and devices or the furnishing of any such services involves the communication of Restricted Data.

"C. This Agreement shall not require the exchange of any information which the Parties are not permitted to communicate."

ARTICLE VII

Article V bis of the Agreement for Cooperation, as amended, is amended to read as follows:

"A. The Government of the United States of America and the Government of the Kingdom of Denmark note that, by an Agreement signed by them and the International Atomic Energy Agency on February 29, 1968, the Agency has been applying safeguards to materials, equipment and facilities subject to safeguards under this Agreement. The Parties agree that Agency safeguards shall continue to apply to such materials, equipment and facilities as

provided in the trilateral Agreement, as it may be amended from time to time or supplanted by a new trilateral, recognizing that the safeguards rights accorded to the Government of the United States of America by Article VI of this Agreement are suspended during the time and to the extent that Agency safeguards apply to such materials, equipment and facilities.

"B. In the event that the trilateral Agreement referred to in paragraph A of this Article should be terminated prior to the expiration of this Agreement and the Parties should fail to agree promptly upon a resumption of Agency safeguards, either Party may, by notification, terminate this Agreement. In the event of termination by either Party, the Government of the Kingdom of Denmark shall, at the request of the Government of the United States of America, return to the Government of the United States of America all special nuclear material received pursuant to this Agreement and still in its possession or in the possession of persons under its jurisdiction. The Government of the United States of America will compensate the Government of the Kingdom of Denmark or the persons under its jurisdiction for their interest in such material so returned at the Commission's schedule of prices then in effect in the United States of America."

ARTICLE VIII

Article VI of the Agreement for Cooperation, as amended, is amended to read as follows:

"A. The Government of the United States of America and the Government of the Kingdom of Denmark emphasize their common interest in assuring that any material, equipment or devices made available to the Government of the Kingdom of Denmark or any person under its jurisdiction pursuant to this Agreement shall be used solely for civil purposes.

"B. Except to the extent that the safeguards rights provided for in this Agreement are suspended by virtue of the application of safeguards of the International Atomic Energy Agency, as provided by Article V bis, the Government of the United States of America, notwithstanding any other provisions of this Agreement, shall have the following rights:

(1) With the objective of assuring design and operation for civil purposes and permitting effective application of safeguards, to review the design of any

(a) reactor and

(b) other equipment and devices the design of

which the Commission determines to be relevant to the effective application of safeguards,

which are to be made available under this Agreement to the Government of the Kingdom of Denmark or to any person under its jurisdiction by the Government of the United States of America or any person under its jurisdiction, or which are to use, fabricate, or process any of the following materials so made available: source material, special nuclear material, moderator material, or other material designated by the Commission;

(2) With respect to any source or special nuclear material made available under this Agreement to the Government of the Kingdom of Denmark or to any person under its jurisdiction by the Government of the United States of America or any person under its jurisdiction and any source or special nuclear material utilized in, recovered from, or produced as a result of the use of any of the following materials, equipment or devices so made available:

(a) source material, special nuclear material, moderator material, or other material designated by the Commission,

(b) reactors, and

(c) any other equipment or devices designated by the Commission as an item to be made available on the condition that the provisions of this paragraph B (2) will apply,

(i) to require the maintenance and production of operating records and to request and receive reports for the purpose of assisting in ensuring accountability for such materials, and

(ii) to require that any such materials in the custody of the Government of the Kingdom of Denmark or any person under its jurisdiction be subject to all of the safeguards provided for in this Article and the guarantees set forth in Article VII;

(3) To require the deposit in storage facilities

designated by the Commission of any of the special nuclear material referred to in paragraph B (2) of this Article which is not currently utilized for civil purposes in Denmark and which is not retained or purchased by the Government of the United States of America pursuant to Article II, transferred pursuant to Article II, or otherwise disposed of pursuant to an arrangement mutually acceptable to the Parties;

(4) To designate, after consultation with the Government of the Kingdom of Denmark, personnel who, accompanied, if either Party so requests, by personnel designated by the Government of the Kingdom of Denmark, shall have access in Denmark to all places and data necessary to account for the source and special nuclear material which are subject to paragraph B (2) of this Article to determine whether there is compliance with this Agreement and to make such independent measurements as may be deemed necessary;

(5) In the event of non-compliance with the provisions of this Article or the guarantees set forth in Article VII and the failure of the Government of the Kingdom of Denmark to carry out the provisions of this Article within a reasonable time, to suspend or terminate this Agreement and to require the return of any materials, equipment and devices referred to in paragraph B (2) of this Article;

(6) To consult with the Government of the Kingdom of Denmark in the matter of health and safety.

"C. The Government of the Kingdom of Denmark undertakes to facilitate the application of the safeguards provided for in this Article."

ARTICLE IX

Article VII of the Agreement for Cooperation is amended to read as follows:

"The Government of the Kingdom of Denmark guarantees that:

(1) Safeguards provided in Article VI shall be maintained.

(2) No material, including equipment and devices, transferred to the Government of the Kingdom of Denmark or authorized persons under its jurisdiction by purchase or otherwise pursuant to this Agreement and no special nuclear material produced through the use of such material, equipment or devices, will be used for atomic weapons, or for research on or development of atomic weapons, or for any other military purposes.

(3) No material, including equipment and devices, transferred to the Government of the Kingdom of Denmark or authorized persons under its jurisdiction pursuant to this Agreement will be transferred to unauthorized persons or beyond the jurisdiction of the Government of the Kingdom of Denmark, except as the Commission may agree to such a transfer to another nation or group of nations, and then only if, in the opinion of the Commission, the transfer of the material is within the scope of an Agreement for Cooperation between the Government of the United States of America and the other nation or group of nations."

ARTICLE X

Article VIII of the Agreement for Cooperation, as amended, is amended to read as follows:

"This Agreement shall enter into force on July 25, 1955 and remain in force until July 24, 1973, inclusively, and shall be subject to renewal as may be mutually agreed."

ARTICLE XI

Article IX of the Agreement for Cooperation is amended to read as follows:

"The Parties reaffirm their hope and expectation that this Agreement for Cooperation will lead to consideration of further cooperation extending to the design, construction, and operation of power-producing reactors. Accordingly, the Parties will consult with each other from time to time concerning additional cooperation with respect to the production of power from atomic energy in Denmark."

ARTICLE XII

Article X of the Agreement for Cooperation is amended to read as follows:

"For the purposes of this Agreement:

(1) 'Atomic weapon' means any device utilizing atomic energy, exclusive of the means for transporting or propelling the device (where such means is a separable and divisible part of the device), the principal purpose of which is for use as, or for development of, a weapon, a weapon prototype, or a weapon test device.

(2) 'Byproduct material' means any radioactive material (except special nuclear material) yielded in or made radioactive by exposure to the radiation incident to the process of producing or utilizing special nuclear material.

(3) 'Commission' means the United States Atomic Energy Commission.

(4) 'Equipment and devices' and 'equipment or devices' means any instrument, apparatus, or facility, and includes any facility, except an atomic weapon, capable of making use of or producing special nuclear material, and component parts thereof.

(5) 'Parties' means the Government of the United States of America, including the Commission on behalf of the Government of the United States of America, and the Government of the Kingdom of Denmark. 'Party' means one of the above 'Parties'.

(6) 'Person' means any individual, corporation, partnership, firm, association, trust, estate, public or private institution, group, government agency, or government corporation but does not include the Parties to this Agreement.

(7) 'Research reactor' means a reactor which is designed for the production of neutrons and other radiations for general research and development purposes, medical therapy and diagnosis, or training in nuclear science and engineering. The term does not cover power reactors, power demonstration reactors, or reactors designed primarily for the production of special nuclear material.

(8) 'Restricted Data' means all data concerning (1) design, manufacture, or utilization of atomic weapons, (2) the production

of special nuclear material, or (3) the use of special nuclear material in the production of energy, but shall not include data declassified or removed from the category of Restricted Data by the appropriate authority.

(9) 'Safeguards' means a system of controls designed to assure that any material, equipment and devices committed to the peaceful uses of atomic energy are not used to further any military purpose.

(10) 'Source material' means (1) uranium, thorium, or any other material which is determined by the Commission or the Government of the Kingdom of Denmark to be source material, or (2) ores containing one or more of the foregoing materials, in such concentration as the Commission or the Government of the Kingdom of Denmark may determine from time to time.

(11) 'Special nuclear material' means (1) plutonium, uranium enriched in the isotope 233 or in the isotope 235, and any other material which the Commission or the Government of the Kingdom of Denmark determines to be special nuclear material, or (2) any material artificially enriched by any of the foregoing."

ARTICLE XIII

This Amendment shall enter into force^[1] on the date on which each Government shall have received from the other Government written notification that it has complied with all statutory and constitutional requirements for the entry into force of such

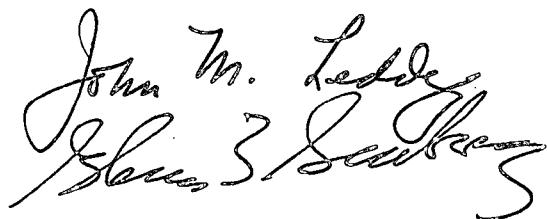
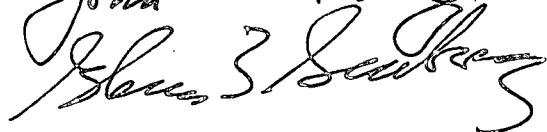
¹ July 26, 1968.

Amendment and shall remain in force for the period of the
Agreement for Cooperation, as hereby amended.

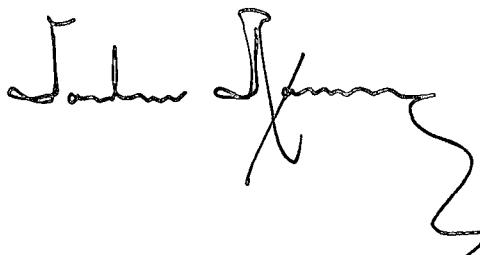
IN WITNESS WHEREOF, the undersigned, duly authorized, have
signed this Amendment.

DONE at Washington, in duplicate, this seventh day of
June, 1968.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA:

 [¹]
 [²]

FOR THE GOVERNMENT OF THE KINGDOM OF DENMARK:

 [³]

^¹ John M. Leddy

^² Glenn T. Seaborg

^³ Torben Rønne

NEW ZEALAND

Tracking Station: Baker-Nunn Camera

*Agreement effected by exchange of notes
Signed at Wellington July 9, 1968;
Entered into force July 9, 1968.*

*The American Ambassador to the Minister of External Affairs
of New Zealand*

EMBASSY OF THE
UNITED STATES OF AMERICA
Wellington, July 9, 1968.

No. 12

EXCELLENCY:

I have the honor to refer to our recent discussions concerning the provision of a facility in New Zealand for use by the United States Air Force in a space vehicle tracking program. The object of this program would be to facilitate space flight operations contributing to the advancement of scientific knowledge through the optical observation of earth-orbiting space vehicles; the application of this knowledge to the direct benefit of man; and the development of space vehicles of advanced capabilities, including manned spaced vehicles.

I now have the honor to propose that the provisions contained in the attached Memorandum of Understandings shall apply to this program.

If the proposals contained in the present note, and the understandings set out in the attached Memorandum, are acceptable to the Government of New Zealand, I have the further honor to suggest that this note and your reply thereto indicating such approval should constitute an agreement between our two Governments, to enter into force on the date of your note in reply.

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

JOHN F. HENNING

The Right Honorable

KEITH J. HOLYOAKE, C.H., M.P.,
Minister of External Affairs,
Wellington.

MEMORANDUM OF UNDERSTANDINGS

1. (a) The New Zealand Government agrees to the establishment and operation of a Baker-Nunn Camera Station in New Zealand, for use by the United States Air Force, and to the establishment and operation of such communications facilities as may be required in connection with the space vehicle tracking program.
(b) The New Zealand Government agrees to the transit of United States personnel, ships and aircraft engaged in this program through New Zealand and to the accommodation of such United States personnel in New Zealand.
(c) The location of the facility and, as appropriate, the financial and other conditions on which such location may be made available together with the conditions under which it shall be returned, will be decided by agreement between the New Zealand and United States authorities.
(d) Scientific data acquired through the operation of the facility may be provided to the New Zealand Government on a basis to be agreed upon between the appropriate New Zealand and United States authorities.
2. As appropriate, the normal requirements in connection with the arrival and departure of ships and aircraft in New Zealand, as well as passport, visa and other immigration laws and regulations will be waived in respect of United States personnel, ships and aircraft of or chartered by the United States Navy and Air Force engaged in the program.
3. (a) Subject to such procedures as may be arranged, the Government of New Zealand will exempt from payment of taxes and customs duties, goods imported into or exported out of New Zealand by the United States authorities or United States personnel in connection with the program.
(b) The presence of United States personnel in New Zealand solely in connection with this program shall not subject them to taxation on their salary and emoluments received from the United States Government or on any tangible movable property the presence of which in New Zealand is due solely to their temporary presence there, nor constitute residence nor domicile for New Zealand tax purposes.
4. (a) If United States personnel are alleged to have committed acts which are offenses against New Zealand law, the following provisions shall apply:
 - (i) The New Zealand authorities, recognizing the problems arising from the concurrent jurisdiction in criminal matters over such personnel in New Zealand territory, will consider alleged offenses affecting only United States personnel or property, or committed in the performance of official duty, as a matter for the United States authorities.

(ii) Moreover, the New Zealand authorities will not ordinarily be concerned to institute proceedings in the New Zealand courts in respect of alleged minor offenses which do not fall within the categories referred to in (i) above.

(b) For their part, the United States authorities will take measures to ensure respect for the laws of New Zealand by United States personnel and will take whatever steps are necessary to punish personnel who have committed acts which are offenses against those laws.

(c) United States personnel who have been arrested or apprehended, whether by the New Zealand authorities or by the United States authorities, will be retained in custody by the United States authorities, who shall produce the personnel concerned, upon request by the New Zealand authorities, for investigation, identification or trial.

(d) It is understood that the principle of not trying an accused twice for the same offense will be followed, except that the United States authorities shall remain free to punish for violation of rules of military discipline.

5. (a) It is the understanding of the New Zealand Government that United States law makes provision for the settlement of meritorious claims for loss or damage caused by the acts or omissions (whether committed on or off duty) of United States personnel, and acts or omissions arising out of the performance of official duty by employees of the United States forces who are nationals of or ordinarily resident in New Zealand. In this connection, it is understood that the United States compensation authorities will pay, in accordance with and to the fullest extent possible under United States claims rules and procedures, just and reasonable compensation, when accepted by claimants in full satisfaction and in final settlement, for meritorious claims for injury or death or damage to property arising out of such acts or omissions. It is understood that United States claims legislation requires that such claims be presented to United States authorities within two years after the occurrence of the accident or incident out of which the claim arises.

(b) It is further understood by the two Governments that the satisfactory procedures which have been arranged with the Office of the Solicitor-General of New Zealand for the settlement of such claims will be maintained, and accordingly, that the United States compensation authorities will, in determining liability and compensation, continue to give due regard to the Solicitor-General's assessment and to the amount which he may recommend for settlement in particular cases.

6. The Governments of New Zealand and the United States of America will cooperate in making appropriate administrative arrangements to give effect to the understandings set out in this memorandum and to resolve any other practical issues which may from time to time

arise from the presence in New Zealand of personnel, ships and aircraft of the United States in connection with the program.

7. The term "United States personnel" includes uniformed members of the United States forces and civilian employees of the forces except those employees who are nationals of, or ordinarily resident in, New Zealand; for the purposes of paragraphs 1, 2 and 3 of this memorandum it also includes the dependents of United States personnel.

8. This agreement shall remain in force for an initial period of five years. Thereafter, either Government may at any time give to the other Government notice of intention to terminate the present agreement which shall then terminate after the expiration of six months from the date on which the notice was received.

*The Minister of External Affairs of New Zealand to the
American Ambassador*

OFFICE OF THE MINISTER
OF EXTERNAL AFFAIRS,
WELLINGTON
9 July 1968.

EXCELLENCY,

I have the honour to acknowledge the receipt of your note of today's date, together with the Memorandum of Understandings attached thereto, the texts of which read as follows:

"I have the honor to refer to our recent discussions concerning the provision of a facility in New Zealand for use by the United States Air Force in a space vehicle tracking program. The object of this program would be to facilitate space flight operations contributing to the advancement of scientific knowledge through the optical observation of earth-orbiting space vehicles; the application of this knowledge to the direct benefit of man; and the development of space vehicles of advanced capabilities, including manned space vehicles.

I now have the honor to propose that the provisions contained in the attached Memorandum of Understandings shall apply to this program.

If the proposals contained in the present note, and the understandings set out in the attached Memorandum, are acceptable to the Government of New Zealand, I have the further honor to suggest that this note and your reply thereto indicating such approval should constitute an agreement between our two governments, to enter into force on the date of your note in reply.

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

MEMORANDUM OF UNDERSTANDINGS

1. (a) The New Zealand Government agrees to the establishment and operation of a Baker-Nunn Camera Station in New Zealand, for use by the United States Air Force, and to the establishment and operation of such communications facilities as may be required in connection with the space vehicle tracking program.
(b) The New Zealand Government agrees to the transit of United States personnel, ships and aircraft engaged in this program through New Zealand and to the accommodation of such United States personnel in New Zealand.
(c) The location of the facility and, as appropriate, the financial and other conditions on which such location may be made available together with the conditions under which it shall be returned, will be decided by agreement between the New Zealand and United States authorities.
(d) Scientific data acquired through the operation of the facility may be provided to the New Zealand Government on a basis to be agreed upon between the appropriate New Zealand and United States authorities.
2. As appropriate, the normal requirements in connection with the arrival and departure of ships and aircraft in New Zealand, as well as passport, visa and other immigration laws and regulations will be waived in respect of United States personnel, ships and aircraft of or chartered by the United States Navy and Air Force engaged in the program.
3. (a) Subject to such procedures as may be arranged, the Government of New Zealand will exempt from payment of taxes and customs duties, goods imported into or exported out of New Zealand by the United States authorities or United States personnel in connection with the program.
(b) The presence of United States personnel in New Zealand solely in connection with this program shall not subject them to taxation on their salary and emoluments received from the United States Government or on any tangible movable property the presence of which in New Zealand is due solely to their temporary presence there, nor constitute residence nor domicile for New Zealand tax purposes.
4. (a) If United States personnel are alleged to have committed acts which are offenses against New Zealand law, the following provisions shall apply:
(i) The New Zealand authorities, recognizing the problems arising from the concurrent jurisdiction in criminal matters over such personnel in New Zealand territory, will consider alleged offenses affecting only United States personnel or property, or committed in the performance of official duty, as a matter for the United States authorities.

(ii) Moreover, the New Zealand authorities will not ordinarily be concerned to institute proceedings in the New Zealand courts in respect of alleged minor offenses which do not fall within the categories referred to in (i) above.

(b) For their part, the United States authorities will take measures to ensure respect for the laws of New Zealand by United States personnel and will take whatever steps are necessary to punish personnel who have committed acts which are offenses against those laws.

(c) United States personnel who have been arrested or apprehended, whether by the New Zealand authorities or by the United States authorities, will be retained in custody by the United States authorities, who shall produce the personnel concerned, upon request by the New Zealand authorities, for investigation, identification or trial.

(d) It is understood that the principle of not trying an accused twice for the same offense will be followed, except that the United States authorities shall remain free to punish for violation of rules of military discipline.

5. (a) It is the understanding of the New Zealand Government that United States law makes provision for the settlement of meritorious claims for loss or damage caused by the acts or omissions (whether committed on or off duty) of United States personnel, and acts or omissions arising out of the performance of official duty by employees of the United States forces who are nationals of or ordinarily resident in New Zealand. In this connection, it is understood that the United States compensation authorities will pay, in accordance with and to the fullest extent possible under United States claims rules and procedures, just and reasonable compensation, when accepted by claimants in full satisfaction and in final settlement, for meritorious claims for injury or death or damage to property arising out of such acts or omissions. It is understood that United States claims legislation requires that such claims be presented to United States authorities within two years after the occurrence of the accident or incident out of which the claim arises.

(b) It is further understood by the two Governments that the satisfactory procedures which have been arranged with the Office of the Solicitor-General of New Zealand for the settlement of such claims will be maintained, and accordingly, that the United States compensation authorities will, in determining liability and compensation, continue to give due regard to the Solicitor-General's assessment and to the amount which he may recommend for settlement in particular cases.

6. The Governments of New Zealand and the United States of America will cooperate in making appropriate administrative arrangements to give effect to the understandings set out in this

memorandum and to resolve any other practical issues which may from time to time arise from the presence in New Zealand of personnel, ships and aircraft of the United States in connection with the program.

7. The term "United States personnel" includes uniformed members of the United States forces and civilian employees of the forces except those employees who are nationals of, or ordinarily resident in, New Zealand; for the purposes of paragraphs 1, 2 and 3 of this memorandum it also includes the dependents of United States personnel.

8. This agreement shall remain in force for an initial period of five years. Thereafter, either Government may at any time give to the other Government notice of intention to terminate the present agreement which shall then terminate after the expiration of six months from the date on which the notice was received."

I have the honour to inform you that the proposals contained in your note, together with the understandings set out in the Memorandum attached thereto, are satisfactory to the Government of New Zealand, which regards your note and my present reply as constituting an agreement between our two Governments, to enter into force on today's date.

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

KEITH HOLYOAKE

His Excellency,

Mr JOHN F. HENNING,
Ambassador of the
United States of America,
Wellington

THAILAND

Amity and Economic Relations

*Treaty, with exchanges of notes, signed at Bangkok May 29, 1966;
Ratification advised by the Senate of the United States of America
September 11, 1967;
Ratified by the President of the United States of America Oc-
tober 24, 1967;
Ratified by Thailand April 1, 1968;
Ratifications exchanged at Washington May 8, 1968;
Proclaimed by the President of the United States of America
August 17, 1968;
And related notes
Signed at Bangkok May 29, 1966;
Entered into force June 8, 1968.*

BY THE PRESIDENT OF THE UNITED STATES OF AMERICA

A PROCLAMATION

WHEREAS a treaty of amity and economic relations between the United States of America and the Kingdom of Thailand, together with two exchanges of notes relating thereto, was signed at Bangkok on May 29, 1966;

WHEREAS the original of the treaty in the English and Thai languages and the texts of the notes in the English language are word for word as follows:

TREATY OF AMITY AND ECONOMIC RELATIONS

BETWEEN

THE UNITED STATES OF AMERICA AND THE KINGDOM OF THAILAND

The United States of America and the Kingdom of Thailand, desirous of promoting friendly relations traditionally existing between them and of encouraging mutually beneficial trade and closer economic and cultural intercourse between their peoples, have resolved to conclude a Treaty of Amity and Economic Relations, and for that purpose have appointed as their Plenipotentiaries:

THE PRESIDENT OF THE UNITED STATES OF AMERICA:

His Excellency GRAHAM MARTIN,

Ambassador Extraordinary and Plenipotentiary

of the United States of America

to the Kingdom of Thailand; and

HIS MAJESTY THE KING OF THAILAND:

His Excellency THANAT KHOMAN,

Minister of Foreign Affairs

of the Kingdom of Thailand;

Who, having communicated to each other their full powers found to be in due form, have agreed as follows:

ARTICLE I

1. Nationals of either Party shall, subject to the laws relating to the entry and sojourn of aliens, be permitted to enter the territories of the other Party, to travel therein

freely, and to reside at places of their choice and in particular to enter the territories of the other Party and to remain therein for the purpose of : (a) carrying on trade between the territories of the two Parties and engaging in related commercial activities; or (b) developing and directing the operations of an enterprise in which they have invested or are actively in process of investing a substantial amount of capital. Each Party reserves the right to exclude, restrict the movement of, or expel aliens on grounds relating to public order, morals, health and safety. The provisions of (b) above shall be construed as extending to a national of either Party seeking to enter the territories of the other Party solely for the purpose of developing and directing the operations of an enterprise in the territories of such other Party in which his employer has invested or is actively in the process of investing a substantial amount of capital, provided that such employer is a national or company of the same nationality as the applicant and that the applicant is employed by such national or company in a responsible capacity.

2. Nationals of either Party within the territories of the other Party shall receive the most constant protection and security, in no case less than that required by international law. When any such national is in custody, he shall in every respect receive reasonable and humane treatment; and on his demand the diplomatic or consular representative of his country shall be immediately notified and accorded full opportunity to safeguard his interests. He shall be promptly informed of the accusations against him, and allowed ample facilities to defend himself.

3. Nationals of either Party shall enjoy in the territories

of the other Party entire liberty of conscience, and, subject to applicable laws, ordinances and regulations, shall enjoy the right of private and public exercise of their worship.

ARTICLE II

1. Companies constituted under the applicable laws and regulations of either Party shall be deemed to have the nationality of that Party and shall have their juridical status recognized within the territories of the other Party. As used in the present Treaty, "companies" means:

(a) with reference to Thai companies: juristic persons under Thai laws, whether or not with limited liability and whether or not for pecuniary profit;

(b) with reference to United States companies: corporations, partnerships, companies, and other associations, whether or not with limited liability and whether or not for pecuniary profit.

2. Nationals and companies of either Party shall have free access to courts of justice and administrative agencies within the territories of the other Party, in all degrees of jurisdiction, both in the defense and in the pursuit of their rights. Such access shall be allowed upon terms no less favorable than those applicable to nationals and companies of such other Party or of any third country, including the terms applicable to requirements for deposit of security. It is understood that companies not engaged in activities within the country shall enjoy the right of such access without any requirement of registration or domestication.

3. 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 III

1. Each Party shall at all times accord fair and equitable treatment to nationals and companies of the other Party, and to their property and enterprises; shall refrain from applying unreasonable or discriminatory measures that would impair their legally acquired rights and interests; and shall assure that their lawful contractual rights are afforded effective means of enforcement, in conformity with the applicable laws.

2. Property of nationals and companies of either Party, including direct or indirect interests in property, shall receive the most constant protection and security within the territories of the other Party. Such property shall not be taken without due process of law or without payment of just compensation in accordance with the principles of international law.

3. 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 entry or molestation without just cause. Official searches and examinations of such premises and their contents shall be made only according to law and with careful regard for the convenience of the occupants and the conduct of business.

ARTICLE IV

1. Nationals and companies of either Party shall be accorded national treatment with respect to establishing, as well as acquiring interests in, enterprises of all types for engaging in commercial, industrial, financial and other business activities within the territories of the other Party.

2. Each Party reserves the right to prohibit aliens from establishing or acquiring interests, or to limit the extent to which aliens may establish or acquire interests, in enterprises engaged within its territories in communications, transport, fiduciary functions, banking involving depository functions, the exploitation of land or other natural resources, or domestic trade in indigenous agricultural products, provided that it shall accord to nationals and companies of the other Party treatment no less favorable in this connection than that accorded nationals and companies of any third country.

3. The provisions of paragraph 1 do not include the practice of professions, or callings reserved for the nationals of each Party.

4. Enterprises which are or may hereafter be established

or acquired by nationals and companies of either Party within the territories of the other Party and which are owned or controlled by such nationals and companies, whether in the form of individual proprietorships, direct branches or companies constituted under the laws of such other Party, shall be permitted freely to conduct their activities therein upon terms no less favorable than like enterprises owned or controlled by nationals of such other Party or of any third country.

5. Nationals and companies of either Party shall enjoy the right to control and manage the enterprises which they have established or acquired within the territories of the other Party, and shall be permitted without discrimination to do all things normally found necessary and proper to the effective conduct of enterprises engaged in like activities.

6. Nationals and companies of either Party shall be permitted, in accordance with the applicable laws, to engage, within the territories of the other Party, accountants or other technical experts, executive personnel, attorneys, agents and other specialists of their choice. Moreover, such nationals and companies shall be permitted to engage accountants and other technical experts, regardless of the extent to which they may have qualified for the practice of a profession within the territories of such other Party, for the particular purpose of making examinations, audits and technical investigations for internal purposes exclusively for, and rendering reports to, such nationals and companies in connection with the planning and operation of their enterprises within such territories.

ARTICLE V

1. Nationals and companies of either Party shall be accorded national treatment within the territories of the other Party with respect to: (a) leasing immovable property needed for their residence or for the conduct of activities pursuant to the present Treaty; (b) purchasing and otherwise acquiring movable property of all kinds, subject to any limitations on acquisition of shares in enterprises that may be imposed consistently with Article IV; and (c) disposing of property of all kinds by sale, testament or otherwise.

2. Nationals and companies of either Party shall have within the territories of the other Party the same right as nationals and companies of that other Party in regard to patents for inventions, trade marks, trade names, designs and copyright in literary and artistic works, upon compliance with the applicable laws and regulations, if any.

ARTICLE VI

1. Nationals and companies of either Party shall not be subject to the payment of taxes, fees or charges within the territories of the other Party, or to requirements with respect to the levy and collection thereof, more burdensome than those borne by nationals, residents and companies of any third country. In the case of nationals of either Party residing within the territories of the other Party, and of companies of either Party engaged in trade or other gainful pursuit or in non-profit activities therein, such taxes, fees, charges and requirements shall not be more burdensome than those borne by nationals and companies of such other Party.

2. Each Party, however, reserves the right to: (a) extend specific tax advantages only on the basis of reciprocity, or pursuant to agreements for the avoidance of double taxation or the mutual protection of revenue; and (b) apply special provisions in extending advantages to its nationals and residents in connection with joint returns by husband and wife, and as to the exemptions of a personal nature allowed to non-residents in connection with income and inheritance taxes.

3. Companies of either Party shall not be subject, within the territories of the other Party, to the payment of taxes upon income not attributable to sources within such territories, or upon transactions or capital not attributable to the operations and investments thereof within such territories.

4. The foregoing provisions shall not prevent the levying, in appropriate cases, of fees relating to the accomplishment of police and other formalities, if these fees are also levied on nationals of all third countries. The rates for such fees shall not exceed those charged such nationals of any third country.

ARTICLE VII

1. Neither Party shall apply restrictions on the making of payments, remittances, and other transfers of funds to or from the territories of the other Party, except (a) to the extent necessary to assure the availability of foreign exchange for payments for goods and services essential to the health and welfare of its people, or (b) in the case of a member of the International Monetary Fund, restrictions specifically requested

or approved by the Fund.

2. If either Party applies exchange restrictions, it shall make reasonable provision for the withdrawal in foreign exchange in the currency of the other Party, of : (a) the compensation referred to in Article III, paragraph 2, of the present Treaty; (b) earnings, whether in the form of salaries, interest, dividends, commissions, royalties, payments for technical services, or otherwise; and (c) amounts for amortization of loans, depreciation of direct investments and capital transfers, giving consideration to special needs for other transactions. If more than one rate of exchange is in force, the rate applicable to such withdrawal shall be a rate which is specifically approved by the International Monetary Fund for such transactions.

3. Either Party applying exchange restrictions shall in general administer them in a manner not to influence disadvantageously the competitive position of the commerce, transport or investment of capital of the other Party in comparison with the commerce, transport or investments of any third country.

ARTICLE VIII

1. Each Party shall accord to products of the other Party, from whatever place and by whatever type of carrier arriving, and to products destined for exportation to the territories of such other Party, by whatever route and by whatever type of carrier, treatment no less favorable than that accorded like products of, or destined for exportation to, any third country, in all matters relating to : (a) customs duties, as well as any other charges, regulations and formalities levied upon or

in connection with importation and exportation; and (b) internal taxation, sale, distribution, storage and use. The same rule shall apply with respect to the international transfer of payments for imports and exports.

2. Neither Party shall impose restrictions or prohibitions on the importation of any product of the other Party, or on the exportation of any product to the territories of the other Party, unless the importation of the like product of, or the exportation of the like product to, all third countries is similarly restricted or prohibited.

3. If either Party imposes quantitative restrictions on the importation or exportation of any product in which the other Party has an important interest:

(a) It shall, upon request, inform the other Party of the approximate total amount of the product, by quantity or value, that may be imported or exported during a specified period, and of any change in such amount or period; and

(b) If it makes allotments to any third country, it shall afford such other Party a share proportionate to the amount of the product, by quantity or value, supplied by or to it during a previous representative period, due consideration being given to any special factors affecting the trade in such product.

4. Either Party may impose prohibitions or restrictions on sanitary or other customary grounds of a non-commercial nature, or in the interest of preventing deceptive or unfair practices, provided such prohibitions or restrictions do not arbitrarily discriminate against the commerce of the other Party.

5. Either Party may adopt measures necessary to assure the utilization of accumulated inconvertible currencies or to deal with a stringency of foreign exchange. However, such measures shall deviate no more than necessary from a policy designed to promote the maximum development of non-discriminatory international trade and to expedite the attainment of a balance of payments position which will obviate the necessity of such measures.

6. Each Party reserves the right to accord special advantages: (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 or a free trade area of which either Party may become a member, or of an interim agreement leading to the formation of a customs union or free trade area which either Party may enter into. Each Party, moreover, reserves rights and obligations it may have under the General Agreement on Tariffs and Trade,^[1] and special advantages it may accord pursuant thereto.

ARTICLE IX

1. In the administration of its customs regulations and procedures, each Party shall : (a) publish all requirements of general application affecting importation and exportation; (b) apply such requirements in a uniform, impartial and reasonable manner; (c) refrain, as a general practice, from enforcing new or more burdensome requirements until after public notice thereof; and (d) allow appeals to be taken from rulings of the customs authorities. Moreover, the customs authorities of

¹ TIAS 1700, 6425; 61 Stat., pts. 5 and 6; *ante*, p. 1.

each Party shall not impose greater than nominal penalties for infractions resulting from clerical errors or from mistakes made in good faith as deemed appropriate by the customs authorities.

2. Nationals and companies of either Party shall be accorded treatment no less favorable than that accorded nationals and companies of the other Party, or of any third country, with respect to all matters relating to importation and exportation.

3. Neither Party shall impose any measure of a discriminatory nature that hinders or prevents the importer or exporter of products of either Party from obtaining marine insurance on such products in companies of the other Party.

ARTICLE X

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 with vessels of any third country, to come with their cargoes to all ports, places and waters of such other Party open to foreign commerce and navigation. Such vessels and cargoes shall in all respects be accorded national treatment and most-favored-nation treatment within the ports, places and waters of such other Party, but each Party may reserve exclusive rights and privileges to

its own vessels with respect to the coasting trade, inland navigation and national fisheries.

4. Vessels of either Party shall be accorded national treatment and most-favored-nation treatment by the other Party with respect to the right to carry all products that may be carried by vessel to or from the territories of such other Party, and such products shall be accorded treatment no less favorable than that accorded like products 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 or publicly owned or operated, but this term does not, except with reference to paragraphs 2 and 5 of the present Article, include fishing vessels or vessels of war.

ARTICLE XI

1. Each Party undertakes (a) that enterprises owned or controlled by its Government, and 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 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 nationals, companies and commerce of the other Party fair and equitable treatment, as compared with that accorded to 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 by the Government or by any monopoly or agency granted exclusive or special privileges.

ARTICLE XII

1. The present Treaty shall not preclude the application of measures:

- (a) regulating the importation or exportation of gold or silver;
- (b) relating to fissionable materials, their radioactive by-products, or the sources thereof;
- (c) regulating the production of or traffic in arms, ammunition and implements of war, or traffic in other materials carried on directly or indirectly for the purpose of supplying a military establishment;
- (d) regulating, on a non-discriminatory basis, military requisition of supplies and implements of war in time of emergency or in time of war;

(e) necessary to fulfill the obligations of either

Party for the maintenance or restoration of international
peace and security, or necessary to protect its essential
security interests; or

(f) denying to any company in the ownership or direction
of which nationals of any third country or countries have
directly or indirectly the controlling interest, the advantages
of the present Treaty, except with respect to recognition of
juridical status and with respect to access to courts of justice
and to administrative tribunals and agencies.

2. The present Treaty does not accord any right to engage
in political activities.

3. The most-favored-nation provisions of the present
Treaty relating to the treatment of goods shall not extend to
advantages accorded by the United States of America or its
territories and possessions, irrespective of any future change
in their political status, 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.

4. The provisions of the present Treaty as regards the
most-favored-nation treatment do not apply to:

(a) favors now granted or which may hereafter be
granted to neighboring States with regard to navigation on or
use of boundary waterways not navigable from the sea; or

(b) favors now granted or which may hereafter be
granted in virtue of national legislation on the promotion of
industrial investment.

ARTICLE XIII

1. Each Party shall accord sympathetic consideration to, and shall afford adequate opportunity for consultation regarding, such representations as the other Party may make with respect to any matter affecting the operation of the present Treaty.

2. Any dispute between the Parties as to the interpretation or application of the present Treaty, not satisfactorily adjusted by diplomacy or other pacific means, shall be submitted, at the request of either Party, to a panel of arbitrators for settlement in accordance with applicable principles of international law. The panel shall be composed of three members, one selected by each Party and the third chosen by the members selected by the Parties. In the event the members selected by the Parties are unable to agree upon the third member within one month, the third member shall be one who is designated by the Secretary-General of the United Nations at the request of either Party.

ARTICLE XIV

1. The present Treaty shall be ratified, and the ratifications thereof shall be exchanged at Washington, D.C. as soon as possible.

2. The present Treaty shall enter into force one month after the date of exchange of ratifications. Thereupon it shall replace and terminate the Treaty of Friendship, Commerce and Navigation signed at Bangkok on November 13, 1937.^[1]

3. The present Treaty shall remain in force for ten years

¹ TS 940; 53 Stat. 1731.

and shall continue in force thereafter until terminated as provided herein.

4. Either Party may, by giving one year's written notice to the other Party, terminate the present Treaty at the end of the initial ten-year period or at any time thereafter.

IN WITNESS WHEREOF the respective Plenipotentiaries have signed the present Treaty and have affixed hereunto their seals.

DONE in duplicate, in the English and Thai languages, both equally authentic, at Bangkok, this twenty-ninth day of May in the one thousand nine hundred and sixty sixth year of the Christian Era, corresponding to the two thousand five hundred and ninth year of the Buddhist Era.

FOR THE UNITED STATES OF AMERICA:

Graham Martin [1]

Dr. Khoman [2]

¹ Graham Martin
² Th. Khoman

ສະຫຼຸບຫຼາກທຳມະນີແລະຄວາມສົມພັນທຳທຳ ເທຣະຊູກິຈ

ຮະຫວາງ

ສຫວຼອເມືອງກັນຮາຊອາດຈັກໃຫຍ່

ສຫວຼອເມືອງກັນຮາຊອາດຈັກໃຫຍ່ ມີຄວາມປ່ຽນດາທີ່ຈະສ່ວນເສີມຄວາມສົມພັນທຳ
ຈົນທີ່ຮັງມີອຸ່ນຄາມປະເພີນມະນີວ່າງທີ່ສອງຢ່າຍ ແລະທີ່ຈະເກືອຫຼຸມກາຮົາອັນເປັນຄຸນ
ປະໄບຫຼັນເຊື້ອກັນແລະກັນ ແລະຄວາມເກີຍຫັນທາງ ເທຣະຊູກິຈແລະ ວັນອາຮມະນີວ່າງປະຫາມ
ຂອງທັນສອງຢ່າຍໃຫ້ລັດຖືບິ່ງຂຶ້ນ ຈຶ່ງໄດ້ຕອກລົງທ່າສະຫຼຸບຫຼາກທຳມະນີແລະຄວາມສົມພັນທຳທຳ
ເທຣະຊູກິຈ ແລະເພື່ອຄວາມມຸ່ງປະສົງຄົນນີ້ ໄກສະແດງກັ້ນຍຸ້ນອ່ານາຈເກີນ ອື່ນ

ຢ່າຍປະຈານາອີນດີແໜ່ງສຫວຼອເມືອງ

ພາບາ ແກຣແຍນ ນາງກິນ

ເອກົກຮ່າວາຫຼູກວິສາຫຼູມນີ້ຢ່ານາຈເຕີມ

ແໜ່ງສຫວຼອເມືອງ ປະຈ້າຮາຊອາດຈັກໃຫຍ່ ແລະ

ຢ່າຍພະນະທຳສົນເຖິງພະນະທຳກົງທີ່ແໜ່ງປະເທດໃຫຍ່

ພາບາ ດັນດັກ ຄວມນັກ

ຮັມນົກວິວກາຮຽກຮະຫວາງກາຮົາທ່າງປະເທດ

ແໜ່ງຮາຊອາດຈັກໃຫຍ່

ທັນສອງຢ່າຍ ເນື້ອໄກສົ່ງໜັດສື່ວນອນດຳນາຈເຕີມໃນແກ້ກັນແລະກັນ ແລະໄກ້ຮ່ວຈເຫັນວ່າ
ເປັນໄປຄວ່າມແນນທີ່ຖືກຕ້ອງແລ້ວ ໄກສະກວາມທົກລົງກັນຄັງທ່ອນມີນີ້

ຫຼັບ

๑. ກາຍໃນມັກຄົມແໜ່ງກູ້ໝາຍເກີຍກັນກາຮົາເຫັນແລະກາຮົາທ່ານັກຂອງຄົນທ່າງກ້າວ
ຄົນຫາດີຂອງກາກີ່ຢ່າຍທີ່ຢ່າຍໃຫຍ່ໄກ້ຮ່ວຈອຸ່ນຫາດີໃຫ້ເຫັນໃນອາຫາເຫັນຂອງກາກີ່ຢ່າຍທີ່
ໃຫ້ເຫັນທັງໃນອາຫາເຫັນໂຄຍເສົງ ແລະໃໝ່ລົ່ມທີ່ອູ່ ລົ່ມທີ່ກົດເລືອກ ແລະໄໂຍເຈົກກະບ່າງຢ່າງ
ໃຫ້ເຫັນໃນອາຫາເຫັນກາກີ່ຢ່າຍທີ່ແລະກົງອູ່ໃນອາຫາເຫັນ ເພື່ອຄວາມມຸ່ງປະສົງ
ທີ່ຈະ (ກ) ກະທຳກາຮົາກໍາຮ່ວ່າງອາຫາເຫັນຂອງກາກີ່ທັນສອງ ແລະປະກອນກິຈກະນາງກາກີ່ຢ່າຍ
ທີ່ເກີຍວ່າເນື້ອ ທີ່ຈະ (ຂ) ພັນາແລະອ່ານວຍກາຮົາກໍາເນີນງານວິສາຫຼັກໃໝ່ຄົນໄດ້ລົງທຸນໄວ້ຮ່ວມ

อยู่ในระหว่างกำเนิดการอย่างจริงจังในการลงทุนด้วยทุนจำนำญาต ภาคีแต่ละฝ่ายส่วน
สิทธิ์จะห้ามคนค้าก้าวเข้า ภาคีการเคลื่อนไหวของคนค้าก้าว หรือขับไล่คนค้าก้าว โดย
อาศัยเหตุเกี่ยวกับความสงบเรียบร้อย ศิริธรรม สุขภาพ และความปลอดภัยของประชาชน
บทแห่งชาติ (๑) ซึ่งกันนั้น ในแล้วความว่าด้วยไปดึงคนชาติของภาคีฝ่ายหนึ่งฝ่ายหนึ่งให้เชิงแสวง
ที่จะ เรียน “อาณาเขตของภาคีอีกฝ่ายหนึ่ง เดอะ เพื่อความมุ่งประสงค์ที่จะพัฒนาและอำนวย
การการค้าและงานวิสาหกิจในอาณาเขตของภาคีอีกฝ่ายหนึ่งนี้เช่นนายจ้างของคนได้ลงทุนไว้
หรืออยู่ในระหว่างกำเนิดการอย่างจริงจังในการลงทุนด้วยทุนจำนำญาต ภาคีเมืองใดว่า
นายจ้างนั้นเป็นคนชาติหรือบุตรที่มีสัญชาติเดียวกับบุตรและบุตร เป็นบุตรของคนชาติหรือบุตรที่
นั้น ทำแผนกรูปแบบที่มีความรับผิดชอบ

๒. คนชาติของภาคีฝ่ายหนึ่งฝ่ายหนึ่งให้รับความคุ้มครองและความมั่นคง เป็นเงื่อนไขเชิงไม่ว่าในกรณีใดจะในเมืองอื่นกว่าที่กฎหมายระหว่างประเทศ
กำหนดไว้ เมื่อคนชาติเข่นว่านั้นบุตรกู้ภัยคุณชั้ง ก็ในได้รับผลประโยชน์ในทุกทางด้านสมควร และ
อย่างมีกฎหมายรอง และเมื่อบุตรนี้เรียกร้องก็ให้เจรจาให้บุตรแทนทางทุกทางด้วยแต่ประเท
ช่องบุตรนี้ทราบโดยทันทีและให้โอกาสอย่างเต็มที่ที่จะพิทักษ์รักษาผลประโยชน์ของบุตรนี้ คนชาติ
บุตรนี้จะได้รับแจ้งข้อกล่าวหาที่หักดักโดยแพลน และจะได้รับความสำคัญมากที่สุดคือ

๓. คนชาติของภาคีฝ่ายหนึ่งฝ่ายหนึ่งให้รับความคุ้มครองและช่วยเหลือในทางความมื้อกัด
ในอาณาเขตของภาคีอีกฝ่ายหนึ่ง และภายใต้เงื่อนไขที่ดีที่สุดที่ให้บุตรนี้ จึง
ให้บุตรนี้ได้รับการปฏิริบุคคลิศในกระบวนการตามความเชื่อถือของคนทั้งที่เป็นการส่วนตัวและ เป็นการ
สาธารณะ

ข้อ ๒

๔. บริษัทที่หักดักภายในอาณาเขตและช่วยเหลือบุตรนี้ให้บุตรของภาคีฝ่ายหนึ่งฝ่ายหนึ่งให้ได้ ให้ดีกว่า
มีสัญชาติของภาคีนั้น และให้สถาณาพาทางกฎหมายของบริษัทหักดักถ้าได้รับการยอมรับมีเดือน
ภายในอาณาเขตของภาคีอีกฝ่ายหนึ่ง ตามที่ใช้ในสนธิสัญญาณ “บราซิล” หมายถึง

ก. เมื่อถัดมาถึงบริษัทไทย ให้แก่บุคคลภายในอาณาเขตของภาคีฝ่ายหนึ่ง ไม่ว่าจะด้วยความ
รักภักดีใน และไม่ว่าเพื่อบอกว่าได้เป็นเงินหรือไม่ :

ข. เมื่อถัดมาถึงบริษัทสหราชอาณาจักร ให้แก่บุคคลที่หักดักส่วน บริษัทและสหภาพอื่น ๆ ไม่
กว่าจะด้วยความรักภักดีใน และไม่ว่าเพื่อบอกว่าได้เป็นเงินหรือไม่

๒. คนชาติและบริษัทของภาคป่าयี่หนึ่งป่ายิกจะเข้าถึงศักดิ์สิริรวม และหน่วยการป่ายิ่งหรือในทุกระดับอ่านจากภายในอาณาเขตของภาคอีกป่ายี่หนึ่ง ห้ามในการป้องกัน และในการเรียกร้องสิทธิของตน การเข้าถึงเช่นว่านี้ จะยอมให้กระทำให้ตามข้อกำหนด ที่เป็นการอนุเคราะห์ในนัยกว่าที่ใช้แก่คนชาติ และบริษัทของภาคอีกป่ายี่หนึ่งนั้น หรือของประเทศที่สามใด รวมทั้งข้อกำหนดที่ใช้กับลักษณะในกระบวนการหลักประกัน เป็นที่เข้าใจ กันว่า บริษัทซึ่งมีไปรษณีย์กิจกรรมมากยิ่งประเทศจะได้อุปกรณ์ในการเข้าถึงเช่นว่านี้ โดยไม่จำกัดองค์การจะเป็นหนึ่งเดียวในการให้เป็นบริษัทตามกฎหมายภายใน

๓. สัญญาที่ได้กระทำขึ้นระหว่างคนชาติและบริษัทของภาคป่ายี่หนึ่งป่ายิก กับคนชาติ และบริษัทของภาคอีกป่ายี่หนึ่ง ซึ่งกำหนดให้มีการระงับข้อห้ามดังที่การอนุญาโต�ุลาการ จะไม่ถือว่าใช้บังคับไม่ให้ก้าวในอาณาเขตของภาคอีกป่ายี่หนึ่งนั้น โดยอาศัยเหตุเรื่องว่า ถ้าที่กำหนดไว้สำหรับกระบวนการพิจารณาในกระบวนการอนุญาโต�ุลาการอยู่น้อยกว่าอาณาเขตนั้น หรือว่า สัญชาติของอนุญาโต�ุลาการหมายหนึ่งหรือหลายคนไม่ใช่สัญชาติของภาคอีกป่ายี่หนึ่งนั้น คำขอรับ ให้ที่ได้ในโดยถูกต้องตามสัญญาโดยเข้าว่ามีคณะกรรมการที่สุด และใช้บังคับให้ก้าวไปก้าวตามนายของ ถ้าที่ได้ให้คำขอ จะไม่ถือว่าไม่สมควรที่รัฐบาลปฏิเสธการขอเมืองประสีทิวภาพในการใช้ บังคับกฎหมายในอาณาเขตของภาคป่ายี่หนึ่งป่ายิกโดยอาศัยเหตุเรื่องว่าถ้าที่ได้ให้คำขอ นั้นอยู่น้อยกว่าอาณาเขต เช่นว่า หรือว่าสัญชาติของอนุญาโต�ุลาการคนหนึ่งหรือหลายคน ไม่ใช่ สัญชาติของภาคอีกป่ายี่หนึ่ง

๗๙-๓

๔. ภาคป่ายี่หนึ่งจะประสาทให้ผลประโยชน์กับบุคคลเป็นธรรมและ เห็นชอบทุกเมือง แก่ คนชาติและบริษัทของภาคอีกป่ายี่หนึ่ง และแก่ทรัพย์สินและวิสาหกิจของคนชาติและบริษัทนั้น จะละเว้นจากการใช้มาตรการอันไม่สมเหตุผล หรือเป็นการเลือกประดิษฐ์ช่องทางที่ไม่ เสื่อมเสียสิทธิและผลประโยชน์ที่ให้มาแล้วตามกฎหมาย และจะให้ความมั่นใจว่าสิทธิตาม สัญญาอันคงค้ำยันหมายของคนชาติและบริษัทเหล่านั้นจะได้รับการอัญมณีประสีทิวภาพใน การใช้บังคับตามกฎหมายที่ชัดเจน

๕. ทรัพย์สินของคนชาติและบริษัทของภาคป่ายี่หนึ่งป่ายิก รวมทั้งผลประโยชน์ทั่วไป ของประเทศที่สามใด ที่ได้รับความคุ้มครองและความมั่นคง เป็นเนื่องนิจภายใน

อาณาเขตของภาคีอีกฝ่ายหนึ่ง ทรัพย์สินน้ำจะไม่ถูกเอาไปโดยปราศจากกระบวนการทางกฎหมายที่ถูกต้องหรือโดยปราศจากการชำระค่าหักแทนที่บุคคลตามหลักกฎหมายระหว่างประเทศ

๓. การเข้าไปหรือการท่าความรับภาระในเกณฑ์สถาน สำนักงาน คลังสินค้า โรงงาน และสถานที่อื่น ของคนชาติและบริษัทของภาคีฝ่ายหนึ่งฝ่ายใด ก็ได้ ที่ตั้งอยู่ภายในอาณาเขตของภาคีอีกฝ่ายหนึ่ง จะกระทำมิได้โดยปราศจากเหตุอันสมควร การคุณและการตรวจสอบ เป็นทางการซึ่งสถานที่ เช่นว่า และสิ่งที่มีอยู่ในสถานที่นั้น จะกระทำให้เกิดแก้โดยอาศัยกฎหมายและโดยคำนึงถึงรอนคงถึงความสะดวกของบุครุ่นรองและการดำเนินธุรกิจ

๔.

๔. คนชาติและบริษัทของภาคีฝ่ายหนึ่งฝ่ายใดจะได้รับผลประโยชน์ต่อไปยังคนชาติในเรื่อง ที่เกี่ยวกับการจัดทั้งทดลองการ ใหมาซึ่งบลประไบช์ในวิสาหกิจทุกประเภทเพื่อประกอบ กิจกรรมทางพาณิชย์ อุตสาหกรรม การค้า และอุตสาหกรรม ภายในอาณาเขตของภาคีอีกฝ่าย หนึ่ง

๕. ภาคีแต่ละฝ่ายลงสัญญาที่จะห้ามกันต่างก้าวมิให้ตั้งหรือใหมาซึ่งบลประไบช์ หรือที่จะจำกัดถอนเชกที่กันต่างก้าวอาจจัดทั้งนี้หรือใหมาซึ่งบลประไบช์ในวิสาหกิจซึ่งประกอบ การขายในอาณาเขตของตน ในกรณีน้ำหนึ่ง การหน้าที่รับผู้ผลิตภัณฑ์สินเรื่อง ประไบช์ของบุคุณ การธนาคารที่เกี่ยวกับการหน้าที่รับฝากเงิน การแสวงหาประโยชน์จากการที่ ที่ดิน หรือทรัพยากรธรรมชาติอื่น หรือในการค้าภายในเกี่ยวกับผลิตภัณฑ์ทางเกษตรที่เนื่อง โดยมีเงื่อนไขว่า ภาคีนั้นจะห้ามงดประสาทให้บลประไบช์ในเรื่องนี้แก่คนชาติและบริษัทของ ภาคีอีกฝ่ายหนึ่งที่เป็นการอนุเคราะห์ไม่ด้อยกว่าที่ได้ประสาทให้แก่คนชาติและบริษัทของ ประเทศไทย สำนักฯ

๖. บทแห่งวรรค ๔ ไม่รวมถึงการประกอบวิชาชีพ หรืออาชีพที่ใกล้ส่วนไว้วางหนัง คนชาติของภาคีแต่ละฝ่าย

๗. วิสาหกิจซึ่งคนชาติและบริษัทของภาคีฝ่ายหนึ่งฝ่ายใด ก็ได้จัดตั้งหรือไม้ หรืออาจจัดก่อ หรือใหมาในภายหลังภายในอาณาเขตของภาคีอีกฝ่ายหนึ่งและซึ่งคนชาติและบริษัทนั้น เป็นเจ้าของ

นรือความคุณไม่ว่าในรูปของการ เป็นเจ้าของโภค เอกเทอ ในรูปของราชอาณาจักร นรือบริษัท ที่ได้ก่อตั้งขึ้นมาภายใต้กฎหมายของภาครีบ่ายหนึ่งนั้น จะได้รับอนุญาตให้ค่าเงินเดือนของ คนโดยสารในอาณาเขตทั้งหมดที่เป็นการอนุเคราะห์ไม่น้อยกว่าที่ได้เก็บไว้ในวิสาหกิจ อย่างเป็นกันเชิงกิจของภาครีบ่ายหนึ่งนั้นหรือประเทศที่ส่วนใหญ่เป็นเจ้าของนรือความคุณ

/ ๔. คนชาติและบริษัทของภาครีบ่ายหนึ่งได้จัดให้กับนโยบายที่จะดำเนินการตามกฎหมายและจัดการ วิสาหกิจเชิงทันโลกทั้งนี้หรือไม่ภายในภาคในอาณาเขตของภาครีบ่ายหนึ่ง และจะได้รับอนุญาต โดยประศาจการเลือกประชุมที่ให้ทำสิ่งทั้งปวงซึ่งโดยปกติถือว่าจำเป็นและบังควรแก้การ ค่าเงินการอย่างมีประสิทธิภาพของวิสาหกิจที่ประกอบกิจกรรมอย่างเดียวแก่

๖. คนชาติและบริษัทของภาครีบ่ายหนึ่งได้จัดให้กับอนุมาตรตามกฎหมายที่ใช้อยู่ใน ว่าจ้างพนักงานแม้กระทั่งเด็ก อายุต่ำกว่าหกปี เช่นเดียวกับทางวิชาการอื่น พนักงานเยาวชน อายุแต่เด็กอย่างเดียว ค้าเห็น และบุตรชั้นัญชีเพียงคนเดียว ภายในอาณาเขตของภาครีบ่ายหนึ่ง นอกราชบั้น คนชาติและบริษัทเข้มงวดให้ว่าจ้างพนักงานแม้กระทั่งเด็ก อายุต่ำกว่าหกปี เช่นเดียวกับทางวิชาการอื่น โดยไม่คำนึงถึงขอบเขตคุณสมบัติที่มีคุณลักษณะเด่นนี้อาจมีสำนักการประกอบวิชาชีพภายใน อาณาเขตของภาครีบ่ายหนึ่งนั้น เพื่อความมุ่งประสงค์เดียวกับที่จะทำการตรวจสอบ การตรวจ สอบบัตรชีฟ และการสอนสอนทางวิชาการ เพื่อความมุ่งประสงค์เป็นการภายใน โดยจ้างหางาน และทั้ง เสนอรายงานก่อ คนชาติและบริษัทเข้มงวดในส่วนที่เกี่ยวกับการวางแผน และการค่าเงินงานวิสาหกิจของท่านภายในอาณาเขตบั้น

๓๒๕

๘. คนชาติและบริษัทของภาครีบ่ายหนึ่งได้จัดให้กับคณะกรรมการประชุมที่จะดำเนินการภายใน อาณาเขตของภาครีบ่ายหนึ่งในเรื่องที่เกี่ยวกับ (ก) การเข้าออกเมืองทั้งต่อตัวและต่อองค์การ เพื่อ เป็นที่อยู่ของตน หรือเพื่อการดำเนินกิจกรรมตามสหกรณ์ด้วยตัวเอง (ข) การซื้อและการไถนาโดย วิธีการอื่นเช่นสั่งนำริบาร์บูร์บูร์ ภูมิคุก ภายในบังคับแห่งข้อจำกัดให้ค้าด้วยการไถนาซึ่งห้ามส่วน ในการขาย โดยภัยบัณฑิต หรือโดยวิธีอื่น

๙. คนชาติและบริษัทของภาครีบ่ายหนึ่งได้จัดให้มีสิทธิภายในอาณาเขตของภาครีบ

ป่าบานหิ่งอย่าง เที่ยวนกัมคนาดีและบริษัทของภาคอีกป่าบานหิ่งนึํในเรื่องสิทธิบัตรสหัสสน
การพิจิต เกี่ยวกับหมายการค้า ชื่อการค้า แบบแผนและลิขสิทธิ์ในงานวรรณกรรมและ
ศิลปกรรม เมื่อไกปูนิพิคิดตามกฎหมายและขอรับคืนที่เรียบง่าย

ข้อ ๖

*. คุณชาติและบริษัทของภาคอีกป่าบานหิ่งป่าบานหิ่งในเรื่องสิทธิบัตรสหัสสน
ค่าธรรมเนียม หรือค่าภาระ ภานในอาษา เชื้อของภาคอีกป่าบานหิ่ง หรือของช้อก้าหนอกใน
เรื่องที่เกี่ยวกับการ เรียบกี๊และภาร เก็บภาษี ค่าธรรมเนียม หรือค่าภาระ เช่นว่านี้
อันเป็นภาระหนักกว่าที่คุณชาติ ญี่ปุ่นที่อยู่ และบริษัทของประเทศไทยที่ได้รับ ในกรณี
คุณชาติของภาคอีกป่าบานหิ่งนี้เป็นภัยต่อญี่ปุ่นในอาษา เชื้อของภาคอีกป่าบานหิ่ง และบริษัทของ
ภาคอีกป่าบานหิ่งป่าบานหิ่งที่จะออกกฎหมายให้กับตน หรือจัดธรรมที่ในก่อให้เกิด
ผลกำไรภายนอกในอาษา เช่นนี้ ภาษี ค่าธรรมเนียม ค่าภาระ และช้อก้าหนอกเช่นว่า จะไม่
เป็นภาระหนักกว่าที่คุณชาติและบริษัทของภาคอีกป่าบานหิ่งนี้ได้รับ

๒. อุบัติไร้แก้ภาคอีกป่าบานหิ่งส่วนสิทธิที่จะ (ก) ขยายอาณาประยะชนิดทางภาษี
เฉพาะอย่างใดเพื่อแบ่งเท่ากันมูลฐานแห่งการจัดอยู่ที่ดินญี่ปุ่นที่ก้อน หรือความตกลงเพื่อ
การเว้นการ เก็บภาษีข้อน หรือเพื่อการคุ้มครองรายได้ซึ่งกันและกัน และ (ข) ให้พิเศษ
ในการขยายอาณาประยะชนิดที่ดินก้อนชาติและญี่ปุ่นที่อยู่ของกันในส่วนที่เกี่ยวกับการแสวงราย
การร่วมกันของสามีและภรรยา และในเรื่องช้อก้าเวนที่มีลักษณะส่วนตัวซึ่งบอนให้แก่ญี่ปุ่นเมื่อถัด
ที่อยู่ในส่วนที่เกี่ยวกับภาษีเงินไกและภาษีมรดก

๓. บริษัทของภาคอีกป่าบานหิ่งป่าบานหิ่งภานในอาษา เชื้อของภาคอีกป่าบานหิ่ง
นี้ ของการชำระภาษีเก็บจากเงินไกอัมมิอาจถือให้ว่ามาจากแหล่งภายนอกในอาษา เช่นนี้
หรือเก็บจากกรรรมหรืออุทุน อัมมิอาจถือให้ว่ามาจากการคำนิการและการลงทุนของบริษัท
กังกัลวากาในอาษา เช่นนี้

๔. บทชั้งที่นี้จะไม่กีกันการ เรียบกี๊ในกรณีที่สมควร ซึ่งค่าธรรมเนียมที่เกี่ยวกับ
การปฏิบัติคิดแผนแบบพิเศษทางค่ารัวและแผนพิเศษ ฯ ถ้าค่าธรรมเนียมเหล่านี้เรียบกี๊จาก

พนักงานของประเทศไทยทั้งปวงคือ อัคราภิรักษ์ธรรมเนียมเข่นว่าจะไม่เกินกว่าที่เรียกเงิน
จากคนงานของประเทศไทยสามในสิบ ๗

ข้อ ๗

๗. ภาคีป่ายหนึ่งป่ายใหญ่ให้จะไม่ใช้ขอรับภาระในเรื่องการชำระเงิน การส่งเงินและการโอนเงินอื่น ๆ ไปยังหรือมามาจากอาณาเขตของภาคีอีกป่ายหนึ่ง เว้นแต่ (ก) ในขอบเขตที่จำเป็นเพื่อจัดให้มีเงินตราต่างประเทศใช้เพื่อการชำระเงินเป็นค่าซองและบริการที่จำเป็นแก่สุภาพและสวัสดิภาพของประชาชนของตน หรือ (ช) ขอรับภาระที่ได้รับการร้องขอหรือเห็นชอบโดยเฉพาะจากกองทุนการเงินระหว่างประเทศในกรณีที่เป็นสมาชิกของกองทุนนั้น

๘. จ้าภาคีป่ายหนึ่งป่ายใหญ่ให้ขอรับภาระ การันตีให้มีวิธีการอันเหมาะสมสำหรับการถอนเงินตราต่างประเทศในเงินสกุลของภาคีอีกป่ายหนึ่ง ซึ่ง (ก) ถูกกำหนดที่อ้างถึงในข้อ ๑ วรรค ๒ ของสนธิสัญญานี้ (ช) รายได้มีไว้ในรูปเงินเดือน กอกเบี้ย เงินบัณฑิต ค่านายหน้า ค่าสิทธิ ค่าบริการทางวิชาการ หรือในรูปอื่น ๆ และ (ค) จำนวนเงินสำหรับการยืมระหว่างเงินกู้ คำสั่งของกระทรวงดุษฎีคงและกระทรวงโอนทุน หั้งนี้ โดยพิจารณาดึงความจำเป็นพิเศษสำหรับรัฐธรรมนูญ จ้าจะอัตราแลกเปลี่ยนให้มั่นคงอยู่มากกว่าหนึ่งอัตรา อัตราที่ใช้แก่การถอนนั้นจะต้องเป็นอัตราที่ได้รับความเห็นชอบโดยเฉพาะจากกองทุนการเงินระหว่างประเทศรัฐธรรมนูญจะเข่นว่านั้น

๙. โดยทั่วไป ภาคีป่ายหนึ่งป่ายใหญ่ให้ขอรับภาระ การันตีเรื่องการใช้ขอรับภาระนั้นโดยวันที่ไม่กระทำการ เทื่องให้เป็นประจำโดยที่ต่อฐานะแห่งทันทงการพาณิชย์ การขนส่ง หรือการลงทุนด้วยเงินทุนของภาคีอีกป่ายหนึ่ง เมื่อเปรียบเทียบกับการพาณิชย์ การขนส่ง หรือการลงทุนของประเทศไทยที่สามในสิบ ๗

ข้อ ๘

๑๐. ภาคีแต่ละป่ายจะประสาทให้แก่ตัวของภาคีอีกป่ายหนึ่ง ในว่าจะมาจัดตั้งห้าม และโดยไม่ทราบและยอมรับให้เป็นไปได้ตามที่ต้องการ ให้แก่ตัวของภาคีอีกป่ายหนึ่ง ให้ก่อการส่งออกไปยังอาณาเขตของภาคีอีกป่ายหนึ่งนั้น ในว่าจะโดยเส้นทางใดและโดยยานพาหนะแบบใดก็ตาม ซึ่งย่อมประศัพติที่เป็นการอนุเคราะห์ไม่น้อยกว่าที่ประสาทให้แก่ตัวของภาคีอีกป่ายหนึ่งนั้น หรือที่กำหนดไว้เพื่อการส่งออกไปยังประเทศไทยที่สามในเรื่องทั้งปวงที่เกี่ยวข้อง (ก) อาจรุกล้ำกร หลอกจน

ค่าภาระอื่นๆ ให้ ห้องนักศึกษาและแผนพิธีที่ห้องไว้ เนื่องหรือเกี่ยวกับกิจกรรมน่าเข้าและการส่งออก และ (ช) การ เก็บภาษีอากรภายนอกใน การซื้อขาย การจราจรน้ำมัน การเก็บรักษา และการ ใช้ หลักเกณฑ์บ่ง เดียวกันนี้ จะให้กันมาใช้ในเรื่องที่เกี่ยวกับการโฆษณาการชำระเงิน ระหว่างประเทศ ส้านักสินค้า เชื้าและสินค้าออก

๖. ภาคีป่าบ้านหนึ่งป่าบ้านใดจะไม่ตั้งบังคับข้อก้ากหักหรือขอห้ามแก่การนำเข้าซึ่งผลิตภัณฑ์ของภาคีป่าบ้านหนึ่งหรือแก่การส่งออกซึ่งผลิตภัณฑ์ใด ในปัจจุบัน เชาติของภาคีอื่นป่าบ้านหนึ่งนอกจากว่าการนำเข้าซึ่งผลิตภัณฑ์ เน้นเก็บกันของประเทศไทยที่สามารถทั้งป้องกันหรือการส่งออกซึ่งผลิตภัณฑ์ เน้นเก็บกันในประเทศไทยที่สามารถทั้งป้องกันและลดภาระทางเศรษฐกิจให้กับประเทศไทยได้ด้วย

๑. ด้วยการที่ปั่นหนึ่งปั่นไถให้ตั้งบังสนิข้อจำกัดที่มีความแย่กระวนวนร้าวบานเจ้าหนี้ของการส่งออกเชิง
ผลิตภัณฑ์ในเชิงภาคีอีกต่อไปหนึ่งปั่นปลดประโลมชั้นสำคัญ

(ก) เมื่อมีการร้องขอ ภาคีนั้นจะแจ้งให้การศึกษาอย่างหนึ่งทราบถึงจำนวนทั้งหมด
โดยประมาณของผลิตภัณฑ์ จะโดยปริมาณที่เรียบง่ายค่า ซึ่งอาจนำเข้าหรือส่งออกในระหว่าง
กำหนดระยะเวลา เวลาหนึ่ง และให้ทราบถึงการเปลี่ยนแปลงใด ในเรื่องจำนวนหรือระยะเวลา
เช่นวันนี้ และ

(ช) จ้าวศึกนั้นต้องส่วนแบ่งสรรให้แก่พระ เทพที่สามนิค ภารีดังกล่าวจะให้หาศึกอีกครั้งหนึ่งนั้นให้รับส่วนแบ่งที่ได้สักส่วนกับจำนวนผลิตผล จะโดยปริมาณหรืออยู่ล่าช้า ซึ่งได้จัดสรุปให้โดยเรียกภารีนี้ในระหว่างระบบ เวลาซึ่งถือเป็นตัวบ่งไกด้วยหนานนั้น หันนี้โดยใหม่การบริหารภาพรวมสมควรจึงมีจัดพิเศษให้ ที่จะระเหยหักห้ามผลิตผล เช่นเดือนวันนั้น

๔. ภาคีป่ายบหนึ่งป่ายไก่อาจต้องมังกรับช้อห้ามหรือข้อจำกัดโดยอาศัยเหตุทางจุราภิบาล
หรือทางธรรมเนียมประเพณีอื่น ที่มีลักษณะอันมีใช้ทางพิธีบูรณะ หรือเพื่อประโยชน์ในการบัง
กันการบุกรุกอื่นเป็นการหลอกหลวงหรือไม่เป็นมาตรฐาน โภคภาระเงื่อนไขว่า ช้อห้ามหรือข้อจำกัด
เข้มงวดมากในเรื่องประเพณีโดยแพลงก์นอกรอบการพิธีบูรณะคงจะต้องยกเว้นอยู่บ้างหนึ่ง

การค้าระหว่างประเทศไทยในเลือกประทับติ และที่จะเร่งรักให้มีรัฐสัมพันธ์ดีขึ้นและของทุก
การชำระเงิน อันจะทำให้หนทางความซื่อสัตย์ในการมีมาตรการเข็นวันนี้

๖. ภาคีแต่ละฝ่ายส่วนสืบที่จะประสาทให้อาณาจักรไบยนพีเช (ก) แก่บลลคบล
จากการประเมินของคนชาติของตน (ช) แก่ประเทศไทยประชุมกันเพื่อที่จะบังความสงบ
แก่การไปมาค้าขายรายเดือน หรือ (ค) โดยอาศัยสหภาพศุลกากรหรือเขตการค้าเสรีซึ่ง
ภาคีฝ่ายหนึ่งฝ่ายใดอาจเข้าเป็นสมาชิก หรือความตกลงซึ่งควรที่จะดำเนินการก่อตั้งสหภาพ
ศุลกากรหรือเขตการค้าเสรี ซึ่งภาคีฝ่ายหนึ่งฝ่ายใดอาจเข้าเป็นภาคี นอกจากนั้น ภาคีแต่
ละฝ่ายส่วนสืบทะชี้อุปภพที่ตนอาจมีอยู่ภายใต้ความตกลงทั่วไปว่าด้วยพิเศษอัตราศุลกากร
และการค้า และอาณาจักรไบยนพีเชที่ตนอาจประสาทให้ความตกลงนั้น

ขอ ๔

๗. ในการดำเนินการใช้อัมคันและระเบียบการทางศุลกากรของตน ภาคีแต่ละฝ่าย
จะ (ก) พิมพ์โฆษณาขอคำหนอนหั่นวัสดุที่ใช้โดยทั่วไปอัมมีนผลกระทบถึงการนำเข้าและการส่ง
ออก (ช) ใช้อักษรหนอนหั่นวัสดุในทำงอันเป็นเอกสาร ไม่ลำเอียง และขอบกับเส้นทาง
(ค) ละเว้น โควต้าเมืองทูนบินท์ทั่วไป จากการใช้อัมคันขอคำหนอนหั่นวัสดุที่เป็นภาระเพิ่ม
ขึ้นจนกว่าจะได้รับการยกเว้นโดยเปิดเผยแล้ว และ (ง) บ่อนให้การดูแลของคนงานซึ่งขาดของ
เจ้าหน้าที่ศุลกากร นอกจากนั้น เจ้าหน้าที่ศุลกากรของภาคีแต่ละฝ่าย จะไม่ตั้งบังคับการ
ลงโทษที่หนักกว่าการลงโทษของเป็นพิเศษสำหรับการละเมิดเงื่อนไขจากความหลังเหลือในการ
พิมพ์และเช็คเขียน หรือจากการสำคัญโดยสุจิคิจ ตามแต่เจ้าหน้าที่ศุลกากรจะเห็นสมควร

๘. คนชาติและบริษัทของภาคีฝ่ายหนึ่งฝ่ายใดจะได้รับยกประทับติที่เป็นการอนุเคราะห์
ในอัมมีนหั่นวัสดุที่ประสาทให้แก่คนชาติและบริษัทของภาคีอีกฝ่ายหนึ่งหรือของประเทศไทยที่สานนิเก
ในเรื่องที่เกี่ยวกับการหั่นปูงที่เกี่ยวกับการนำเข้าและการส่งออก

๙. ภาคีฝ่ายหนึ่งฝ่ายใดจะไม่ตั้งบังคับมาตรการใดซึ่งมีลักษณะ เป็นการเลือกประทับติ
ที่รักษาความหรือกักผูน้ำเข้าห้องส่องสว่างหรือส่องสว่างบลลคบลของภาคีฝ่ายหนึ่งฝ่ายใด ในกรณีที่เขา
ประทับกับทางหัวเสนาหรับบลลคบล เรื่องวันนันกับบริษัทของภาคีอีกฝ่ายหนึ่ง

ขอ ๕

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๔. ระหว่างขั้นตอนการทั้งสองฝ่าย จะให้มีสิ่งที่น่าสนใจในกระบวนการพูดคุยและกระบวนการเรียนรู้

๖. เรื่องที่ซึ้งของภารีป่ายหนึ่งป่ายิก และมีกระดาษเอกสารที่กฎหมายของภาครัฐให้ก้าวหนักไว้อยู่ เพื่อเป็นข้อพิสูจน์สำคัญว่า จะดีกว่า เป็นเรื่องของภารีมีหั้งในทะเบียนลงทะเบียนภายในเมืองท่า คือ สำนักงานท้องที่ซึ้งป่ายหนึ่ง

๓. เรื่องของภาคป่าไม้หนึ่งป่าไม้ใจจะมีเครือภารกิจชื่อกำหนดอันเท่า เที่ยงกันกับเรื่องของภาคป่าไม้หนึ่ง และกับเรื่องของประเทศไทยในอันที่จะมาพร้อมกับหัวของบรรทุกของถนน เมืองท่า ฉันท์ และน้ำหน้าทั้งปวงของภาคป่าไม้หนึ่ง เช่นว่า ที่เป็นให้แก่การพาณิชย์ และการเดินเรือท่องประเทศไทย เรื่องและของบรรทุกเข็นว่ามัน จะได้รับในประการทั้งปวง ซึ่งผลประโยชน์ต้องบ่งานชาติ และผลประโยชน์ต้องบ่งานชาติที่ได้รับอนุเคราะห์เช่นกับในเมืองท่า ฉันท์ และน้ำหน้าของภาคป่าไม้หนึ่งนั้น แต่ภาคป่าไม้อาจสูงกว่าสิทธิ์โดยขาดเพาะและ เอกสิทธิ์ไว้ให้แก่เรื่องของคนเองในส่วนที่เกี่ยวกับการเดินเรือค้าขายมั่ง การเดินเรือภายในประเทศไทย และการประมงของคนชาติ

๔. เรื่องของภาคป่าทัยหนึ่งป่าทัยในจังหวัดรัตนบุรีมีตัวอย่างคนชาติ และบุคคลประดิษฐ์ อย่างชาติที่ได้รับอนุเคราะห์เป็นจากภาคป่าทัยหนึ่ง ในเรื่องที่เกี่ยวกับสิทธิที่จะเขียนผลิตผล หังปวงซึ่งอาจขอกู้เงินโดยเรื่อไปบังหนี้มาจากการอาชญาเชกของภาคป่าทัยหนึ่งนั้น แต่ผลิตผล เช่นว่าจะได้รับผลประโยชน์ที่เป็นการอนุเคราะห์ไม่น้อยกว่าที่ประสาทให้แก่ผลิตผลอย่าง เดียวกันนี้ขึ้นไปในเรื่องของภาคป่าทัยหนึ่งนี้ ในเรื่องที่เกี่ยวกับ (ก) อาการและกำลังการะ ทุกประเทา (ข) การบริหารงานศุลกากร และ (ค) เงินอุดหนุน การศึกษาการ และ เอกสิทธิ์นั้น ๆ ในลักษณะนี้

๕. เรื่องของภารีป่วยหนึ่งป่วยไข้ซึ่งก่ออยู่ในบุตรสาว จะให้รับอนุญาตให้เข้ากำนั่งอาศัยในเมืองท่า หรือที่จอดเรือที่ใกล้ที่สุดของภารีอีกป่วยหนึ่ง และจะให้รับผลประโยชน์ค่าและค่าวินาทีหัว เนื่องด้วยภารีเป็นพิทักษ์

๖. ค่าว่า "เรือ" คำที่ใช้ในที่นี้ พยายลึงเรือทุกชนิด ไม่ว่าเป็นของหรือค้าใน การโดยเงื่อนหนึ่งหรือโดยสารจะ แต่คำนี้ไม่รวมลึงเรือประมงหรือเรือรบ เว้นแต่ที่เกี่ยวกับ

วาระที่ ๒ และ ๕ ของข้อต่อไปนี้

ข้อ ๑๑

๑. ภาคีแต่ละฝ่ายในสัญญาฯ ว่า (ก) วิสาหกิจที่รัฐบาลของตนเป็นเจ้าของ หรือควบคุม และองค์การบุญชาก หรือองค์กรที่ได้รับเอกสารโดยชอบด้วยกฎหมายหรืออิสระภายใต้อาชญาเขต ของตน จะทำการซื้อและขายที่เก็บกันในวาระนี้ของที่น้ำเข้าหรือของที่ส่งออกอันกระทำการ ก่อ การพาณิชย์ของภาคีอีกฝ่ายหนึ่งตามที่ขอคำนึงทางพาณิชย์แท้ด้วยเก็บไว้ รวมทั้งราชา ถูกทาง การหนี้ไก การจ้างหนี้ใน颗粒ไก การชนสั่ง และภาวะอื่นในการซื้อหรือขาย และ (ข) คนชาติ บริษัท และการพาณิชย์ของภาคีอีกฝ่ายหนึ่งนั้น จะได้รับโอกาสอย่างเที่ยงธรรมทางปฏิบัติสุจริตอันเป็นธรรมเนียมประเพณีในตนที่จะแห่งชันเพื่อมีส่วนร่วมในการซื้อและขาย เรื่องนี้

๒. ภาคีแต่ละฝ่ายจะประสานให้แก่คนชาติ บริษัท และการพาณิชย์ ของภาคีอีกฝ่ายหนึ่ง ซึ่งบลประพันธ์ที่เป็นธรรมและเที่ยงธรรม เมื่อเบรบบ์เบรบบ์กันที่ได้ประสานให้แก่คนชาติ บริษัท และการพาณิชย์ของประเทศที่สามในเรื่องที่เก็บกัน (ก) การว่าจ้างซื้อขายของรัฐบาล (ข) การให้สมปทาน และการทำสัญญาอื่นของรัฐบาล และ (ค) การขยายตัวการให้เชบิรัฐบาล หรือองค์กรบุญชาก หรือองค์กรที่ได้รับเอกสารโดยชอบด้วยกฎหมายหรืออิสระ

ข้อ ๑๒

๓. สนธิสัญญานี้ จะไม่กีดกันการใช้มาตรการ
 (ก) ที่จัดระเบียบการนำเข้า หรือการส่งออกซึ่งทองคำหรือเงิน
 (ข) เก็บกันวัสดุที่สำนักงานแยกนิวเคลียร์ของประเทศไทย แต่โดยได้กันบันทึกนี้ หรือแหล่งที่มาของวัสดุนั้น
 (ค) ที่จัดระเบียบการผลิต หรือการค้าอาชญา กระสุนและคิมระเบิด และบุหรี่ปั่นรถ หรือการค้าวัสดุอย่างอื่นที่กระทบต่อความสงบเรียบร้อยทางการเมือง หรือทางอ้อม หรือความมุ่งประสงค์ในการจัดหา สั่งให้แห่งสถานการทหาร
 (ง) ที่จัดระเบียบ โควนลูรานแห่งการไม่เลือกประคิมติ ในด้าน เรือกเด็กท่องเที่ยว ซึ่งเสบียงพัสดุ และบุหรี่โภคภรณ์ในยานพาหนะหรือยานสังคม

(จ) ที่จ้าเป็นในการบัญญัติความทันควรณ์ของภาคป่าบนที่มีป่าอยู่ให้การช่วยรักษาหรือกลับสภาพป่าเดิมที่หายไป หรือที่จ้าเป็นในการคุ้มครองป่าไม้คงกระพันปะเทศ หรือที่จ้าเป็นในการคุ้มครองป่าประวัติศาสตร์สำคัญทางความมั่งคงของกน หรือ

(๗) ที่บัญชีเงินไม่ย่อนให้หน่วยที่ศักดิ์คุณค่าของประเพณีที่สามมิตรวิเศษเก็บไว้หรือ
คล้ายประเพณี มีบัญชีเงินคุณค่าของทรงกรุณานี้อย่างอ้อมในภาระสิทธิ์ในการอำนวย
การนั้น ให้กับอาณาจักร ไบอนุตานสมบูรณ์ดูดูกันนี้ เว้นแต่ในเรื่องที่เกี่ยวกับการยกเว้นนั้นดื
สถานภาพทางกฎหมาย และในเรื่องที่เกี่ยวกับการเข้าถึงศาลฎีกรัมและสภาพลูกาการและ
หน่วยการป่าไม้บริหาร

๒. สมัชชาตานี้ในประเทศไทยที่จะประกอบกิจกรรมทางการเมือง

๓. บทว่าด้วยชาติที่ไกรรัตน์อัญเชิร์ะเหย็งของสมเด็จสูญานีเป็นวัภัยประทุมที่ก่อสินค้า
จะไม่เขย่าไปถึงอาณาจักรโบราณที่สร้างในเมืองราก หรืออาณาเขตและคืนแกนในกรุงสุนธิชัยของ
ตน ໄโดยนิคานีนึงถึงการ เบี้ยยนแปลงให้ในอนาคตในส่วนของการพัฒนา การ เนื่องของอาณาเขต
และคืนแกนเหล่านี้ ประสาทให้แก่กันและกัน แก่ส่าราชการรัฐคิรุว่า แก่ส่าราชการรัฐกิลินปินส์
แก่อำ Şa เชาหมู่ เกาะแพรีซิเกินภาระหัวศรี หรือแก่เชกคลองปานามา

๔. บทแห่งสนธิสัญญา๙ ในเรื่องบัญชีมติอย่างราชที่ได้รับอนุเคราะห์ยังนั้น ไม่ใช้แก้

(ก) ความอนุเคราะห์ที่ให้อยู่ หรือที่อาจให้มาภายหลังแก่รัฐเพื่อพยานเดียวกัน
การเดินเรือใน หรือการใช้ทางน้ำเขตกันที่เดินเรือจากทะเลไม่ได้

(ข) ความอนุเคราะห์ที่ให้อยู่ หรือที่อาจให้ไปยานหลังไกยอาศัยอานาจกฎหมาย
แห่งชาติ ในเรื่องการส่งเสริมการลงทุนทางอุตสาหกรรม

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๖. ข้อพิพาทในเรื่องการศึกษาหรือการใช้สันติสุขภาพที่มีไปรษณีย์เป็นผู้จัดให้กับการศึกษาหรือสันติสุขภาพ หากว่าภาคีป่ายหันนั่งป่ายให้ร้องขอ ก็ให้เสนอต่อคณะกรรมการการศึกษาและคุณภาพชีวิตที่ใช้บังคับ ตามมาตรา 10 แห่งพระราชบัญญัตินี้

จะประกูลกับสหประชากร ภาคีที่ต่อไปนี้ได้รับเลือกให้เป็นคณะกรรมการที่ดูแลให้รัฐบาลและคนที่สามได้รับเลือกโดย
สหประชากรได้เลือกมา ในการเลือกสหประชากรซึ่งภาคีได้เลือกมาในสำนารถคลังภัณฑ์วัสดุสหประชากร
คนที่สามภายในหนึ่งเดือน สำนารถคนที่สามจะให้แก่ผู้ซึ่งได้รับแต่งตั้งโดยเลขานุการสหประชากร
โดยการร้องขอของภาคีผู้นั้นเป็นอย่างใด

ข้อ ๐๔

๑. สหประชากรนี้ จะให้รับสักยานันด์จะมีการแลกเปลี่ยนสักยานันสารภัน ณ กรุงวชิริงภัน
โดยเร็วเท่าที่จะเป็นไปได้

๒. สหประชากรนี้ จะเริ่มใช้มังคบหนึ่ง เดือนหลังจากวันที่มีการแลกเปลี่ยนสักยานันสาร
จากนั้นสหประชากรนี้จะใช้แทนและยกเลิกสหประชากรทางในคราว พำนิชย์และการเดินเรือที่ใกล้ลงนาม
กัน ณ กรุงเทพฯ เมื่อวันที่ ๓๐ พฤษภาคม พ.ศ. ๑๙๖๗

๓. สหประชากรนี้ จะคงใช้มังคบเป็นเวลาสิบปี และจะใช้มังคบต่อไปหลังจากนี้จนกว่า
จะไถ่ถอนเดินทางไปท่านที่ได้กำหนดไว้ในที่นี้

๔. ภาคีผู้นี้ได้รับสักยานันด์โดยการนอกร่วม เป็นลายลักษณ์อักษรลงหน้า
หนึ่งปีไปบังภารจือกผู้นี้ เมื่อสืบกานหนกเวลาสิบปีแรก หรือในเวลาใดก็หลังจากนี้

เพื่อเป็นพยานแก่การนี้ ผู้มีอำนาจ เนื่องแต่ภาคีได้ลงนามในสหประชากรนี้ และไม่ประทับ
ตราไว้เป็นสำคัญ

ท่าที่กันเป็นสองฉบับ เป็นภาษาอังกฤษและภาษาไทย ทั้งสองฉบับใช้เป็นหลักฐานได้เท่า
เทียมกัน ณ กรุงเทพฯ เมื่อวันที่สิบเก้า พฤษภาคม พ.ศ. ๑๙๖๗ บริสกัดราชนิพัฒนา เก้าร้อยหกสิบหก
กรุงกัน พุทธศักราชสองพันห้าร้อยเก้า.

ผู้รับสหประชากร

ผู้รับราชการไทย

[EXCHANGES OF NOTES]

No. 897

BANGKOK, May 29, 1966

EXCELLENCY:

With reference to the Treaty of Amity and Economic Relations between the Government of Thailand and the Government of the United States of America, signed this day, I have the honour to confirm the understanding arrived at in regard to the interpretation of Article VII, paragraph 2, of the above-mentioned Treaty concerning multiple rates of exchange as follows:

It is the understanding of the Government of Thailand and the Government of the United States of America that in the event of more than one rate of exchange being in force, and in the absence of a rate approved by the International Monetary Fund, the rate applicable to withdrawals under this paragraph shall be the rate effective on the day the transfer is made. If, however, after having taken into consideration all relevant factors and circumstances, a Party is not satisfied that the effective rate is just and reasonable, the applicable rate of exchange shall be determined after consultation between the two Parties.

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

GRAHAM MARTIN

His Excellency

THANAT KHOMAN,

Minister for Foreign Affairs,
Bangkok.

MINISTRY OF FOREIGN AFFAIRS
SARANROM PALACE
29th May, B.E. 2509.

No. 0603/17818

EXCELLENCY,

With reference to the Treaty of Amity and Economic Relations between the Government of Thailand and the Government of the United States of America, signed this day, I have the honour to confirm the understanding arrived at in regard to the interpretation of Article VII, paragraph 2, of the above-mentioned Treaty concerning multiple rates of exchange as follows:

It is the understanding of the Government of Thailand and the Government of the United States of America that in the event of more than one rate of exchange being in force, and in the absence of a rate approved by the International Monetary Fund, the rate appli-

cable to withdrawals under this paragraph shall be the rate effective on the day the transfer is made. If, however, after having taken into consideration all relevant factors and circumstances, a Party is not satisfied that the effective rate is just and reasonable, the applicable rate of exchange shall be determined after consultation between the two Parties.

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

TH. KHOMAN

Minister of Foreign Affairs.

His Excellency

Monsieur GRAHAM MARTIN,

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

No. 898

BANGKOK, May 29, 1966

EXCELLENCE:

I have the honour to refer to the Treaty of Amity and Economic Relations signed this day and to Articles 14 and 15 of the Treaty of Friendship, Commerce and Navigation signed at Bangkok on November 13, 1937, and to propose that our two Governments agree as follows:

1. Each of the Parties may appoint Consuls General, Consuls, Vice Consuls and other Consular Officers or Agents to reside in the towns and ports of the territories of the other where similar officers of any other Power are permitted to reside.
2. Such Consular Officers and Agents, however, shall not enter upon their functions until they shall have been approved and admitted by the Government to which they are sent.
3. They shall be entitled on condition of reciprocity to exercise all the powers and enjoy all the honours, privileges, exemptions and immunities of every kind which are, or may be, accorded to Consular Officers of the most favoured nation.
4. The Government of each Party shall have the right to acquire and own land and buildings required for diplomatic or consular premises in the territories of the other Party and also to erect buildings in such territories for the purposes stated, subject to local building regulations.
5. Lands and buildings situated in the territories of either Party of which the other Party is the rightful owner and which are used exclusively for governmental purposes by that owner shall be exempt

from taxation of every kind, National, State, Provincial and Municipal, other than assessments levied for services or local public improvements by which the premises are benefited.

6. In case of the death of a national of either Party in the territory of the other without having in the locality of his decease any known heirs or testamentary executors by him appointed, the competent local authorities shall at once inform the nearest Consular Officer of the State of which the deceased was a national of the fact of his death, in order that necessary information may be forwarded to the parties interested.

7. In case of the death of a national of either of the Parties without will or testament, in the territory of the other Party, the Consular Officer of the State of which the deceased was a national and within whose district the deceased made his home at the time of death, shall, so far as the laws of the country permit and pending the appointment of an administrator and until letters of administration have been granted, be deemed qualified to take charge of the property left by the decedent for the preservation and protection of the same. Such Consular Officer shall have the right to be appointed as administrator within the discretion of a tribunal or other agency controlling the administration of estates provided the laws of the place where the estate is administered so permit.

8. In case of the death of a national of either of the Parties without will or testament and without any known heirs resident in the country of his decease, the Consular Officer of the country of which the deceased was a national shall be appointed administrator of the estate of the deceased, provided the regulations of his own Government permit such appointment and provided such appointment is not in conflict with local law and the tribunal having jurisdiction has no special reasons for appointing someone else.

9. Whenever a Consular Officer accepts the office of administrator of the estate of a deceased countryman, he subjects himself as such to the jurisdiction of the tribunal or other agency making the appointment for all necessary purposes to the same extent as a national of the country where he was appointed.

The provisions of this agreement shall terminate, except for numbered paragraphs 4 and 5, on entry into force, with respect to the two Parties, of the Vienna Convention on Consular Relations insofar as such provisions are covered by it. Either Party may terminate this agreement by giving to the other Party one year's written notice of termination.

If the foregoing meets with the approval of the Government of Thailand, I have the honour to propose that this note and Your Excellency's note agreeing thereto shall constitute an agreement between our two Governments which, after exchange of ratifications thereof, shall enter into force on the date upon which the Treaty of Amity and Economic Relations signed this day enters into force.

It is understood that, if the Vienna Convention on Consular Relations enters into force with respect to our two Governments before entry into force of the present agreement, only numbered paragraphs 4 and 5 of the present agreement, and such other provisions of this agreement as are not covered by that Convention, shall enter into force.

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

GRAHAM MARTIN

His Excellency
THANAT KHOMAN,
*Minister for Foreign Affairs,
 Bangkok.*

MINISTRY OF FOREIGN AFFAIRS
 SARANROM PALACE
 No. 0603/17819 29th May, B.E. 2509.

EXCELLENCY,

I have the honour to acknowledge the receipt of Your Excellency's Note No. 898 of today's date, which reads as follows:

"I have the honour to refer to the Treaty of Amity and Economic Relations signed this day and to Articles 14 and 15 of the Treaty of Friendship, Commerce and Navigation signed at Bangkok on November 13, 1937, and to propose that our two Governments agree as follows:

1. Each of the Parties may appoint Consuls General, Consuls, Vice Consuls and other Consular Officers or Agents to reside in the towns and ports of the territories of the other where similar officers of any other Power are permitted to reside.
2. Such Consular Officers and Agents, however, shall not enter upon their functions until they shall have been approved and admitted by the Government to which they are sent.
3. They shall be entitled on condition of reciprocity to exercise all the powers and enjoy all the honours, privileges, exemptions and immunities of every kind which are, or may be, accorded to Consular Officers of the most favoured nation.
4. The Government of each Party shall have the right to acquire and own land and buildings required for diplomatic or consular premises in the territories of the other Party and also to erect buildings in such territories for the purposes stated, subject to local building regulations.

5. Lands and buildings situated in the territories of either Party of which the other Party is the rightful owner and which are used exclusively for governmental purposes by that owner shall be exempt from taxation of every kind, National, State, Provincial and Municipal, other than assessments levied for services or local public improvements by which the premises are benefited.

6. In case of the death of a national of either Party in the territory of the other without having in the locality of his decease any known heirs or testamentary executors by him appointed, the competent local authorities shall at once inform the nearest Consular Officer of the State of which the deceased was a national of the fact of his death, in order that necessary information may be forwarded to the parties interested.

7. In case of the death of a national of either of the Parties without will or testament, in the territory of the other Party, the Consular Officer of the State of which the deceased was a national and within whose district the deceased made his home at the time of death, shall, so far as the laws of the country permit and pending the appointment of an administrator and until letters of administration have been granted, be deemed qualified to take charge of the property left by the decedent for the preservation and protection of the same. Such Consular Officer shall have the right to be appointed as administrator within the discretion of a tribunal or other agency controlling the administration of estates provided the laws of the place where the estate is administered so permit.

8. In case of the death of a national of either of the Parties without will or testament and without any known heirs resident in the country of his decease, the Consular Officer of the country of which the deceased was a national shall be appointed administrator of the estate of the deceased, provided the regulations of his own Government permit such appointment and provided such appointment is not in conflict with local law and the tribunal having jurisdiction has no special reasons for appointing someone else.

9. Whenever a Consular Officer accepts the office of administrator of the estate of a deceased countryman, he subjects himself as such to the jurisdiction of the tribunal or other agency making the appointment for all necessary purposes to the same extent as a national of the country where he was appointed.

"The provisions of this agreement shall terminate, except for numbered paragraphs 4 and 5, on entry into force, with respect to the two Parties, of the Vienna Convention on Consular Relations insofar as such provisions are covered by it. Either Party may terminate this agreement by giving to the other Party one year's written notice of termination.

"If the foregoing meets with the approval of the Government of Thailand, I have the honour to propose that this note and Your Excellency's note agreeing thereto shall constitute an agreement between our two Governments which, after exchange of ratifications thereof, shall enter into force on the date upon which the Treaty of Amity and Economic Relations signed this day enters into force. It is understood that, if the Vienna Convention on Consular Relations enters into force with respect to our two Governments before entry into force of the present agreement, only numbered paragraphs 4 and 5 of the present agreement, and such other provisions of this agreement as are not covered by that Convention, shall enter into force."

In reply, I have the honour to state that the foregoing understanding is acceptable to the Royal Thai Government and that the present Note and Your Excellency's Note under reply constitute an Agreement between the United States and the Royal Thai Governments.

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

TH. KHOMAN

Minister of Foreign Affairs.

His Excellency

Monsieur GRAHAM MARTIN,

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

WHEREAS the Senate of the United States of America by its resolution of September 11, 1967, two-thirds of the Senators present concurring therein, did advise and consent to the ratification of the treaty, together with the two exchanges of notes;

WHEREAS the treaty, together with the two exchanges of notes, was ratified by the President of the United States of America on October 24, 1967, in pursuance of the advice and consent of the Senate, and has been duly ratified on the part of the Kingdom of Thailand;

WHEREAS the respective instruments of ratification of the treaty, together with the exchanges of notes, were duly exchanged at Washington, on May 8, 1968;

AND WHEREAS it is provided in Article XIV of the treaty that the treaty shall enter into force one month after the date of exchange of ratifications; it is provided in one of the exchanges of notes that the agreement effected thereby shall enter into force on the date upon which the treaty enters into force; and the other exchange of notes is considered an integral part of the treaty;

Now, THEREFORE, be it known that I, Lyndon B. Johnson, President of the United States of America, do hereby proclaim and make public the said treaty, together with the related exchanges of notes, to the end that the same and every article and clause thereof may be observed and fulfilled in good faith on and after June 8, 1968, one month after the date of exchange of ratifications, by the United States of America and by the citizens of the United States of America and all other persons subject to the jurisdiction thereof.

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

DONE at the city of Washington this seventeenth day of August
in the year of our Lord one thousand nine hundred
[SEAL] sixty-eight and of the Independence of the United States
of America the one hundred ninety-third.

LYNDON B. JOHNSON

By the President:

DEAN RUSK

Secretary of State

[EXCHANGE OF NOTES]

No. 896

BANGKOK, May 29, 1966

EXCELLENCY:

With reference to the Treaty of Amity and Economic Relations between the Government of Thailand and the Government of the United States of America, signed this day, I have the honour to confirm the understanding arrived at in regard to the interpretation of Article VII, paragraph 1, of the above-mentioned Treaty as follows:

It is the understanding of the Government of Thailand and the Government of the United States of America that the language of Article VII, paragraph 1(a) does not preclude the application by either Party of restrictions on the making of payments, remittances, and other transfers of funds to or from the territories of the other Party to the extent necessary to assure the financial stability and economic development of the country.

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

GRAHAM MARTIN

His Excellency

THANAT KHOMAN,

Minister for Foreign Affairs,
Bangkok.

MINISTRY OF FOREIGN AFFAIRS
SARANROM PALACE
29th May, B.E. 2509.

No. 0603/17817

EXCELLENCY,

With reference to the Treaty of Amity and Economic Relations between the Government of Thailand and the Government of the United States of America, signed this day, I have the honour to confirm the understanding arrived at in regard to the interpretation of Article VII, paragraph 1, of the above-mentioned Treaty as follows:

It is the understanding of the Government of Thailand and the Government of the United States of America that the language of Article VII, paragraph 1 (a) does not preclude the application by either Party of restrictions on the making of payments, remittances,

and other transfers of funds to or from the territories of the other Party to the extent necessary to assure the financial stability and economic development of the country.

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

TH. KHOMAN
Minister of Foreign Affairs.

His Excellency
Monsieur GRAHAM MARTIN,
*Ambassador Extraordinary and
Plenipotentiary of the
United States of America,
Bangkok.*

RYUKYU ISLANDS

Agricultural Commodities

*Agreement signed at Washington May 13 and at Naha May 29, 1968;
Entered into force May 29, 1968.*

AGREEMENT FOR SALES OF AGRICULTURAL COMMODITIES

The Government of the United States of America and the Ryukyu Development Loan Corporation, representing the Government of the Ryukyu Islands,

Recognizing the desirability of expanding trade in agricultural commodities between the United States of America and the Ryukyu Islands and with friendly countries in a manner that will not displace usual marketings of the United States in these commodities or unduly disrupt world prices of agricultural commodities or normal patterns of commercial trade with friendly countries;

Taking into account the importance to developing areas of their efforts to help themselves toward a greater degree of self-reliance, including efforts to meet their problems of food production and population growth;

Recognizing the policy of the United States to use its agricultural productivity to combat hunger and malnutrition in the developing areas, to encourage these areas to improve their own agricultural production, and to assist them in their economic development;

Recognizing the determination of the Ryukyu Islands to improve its own production, storage, and distribution of agricultural food products, including the reduction of waste in all stages of food handling;

Desiring to set forth the understandings that will govern the sales of agricultural commodities to the Ryukyu Islands pursuant to Title I of the Agricultural Trade Development and Assistance Act, as amended (hereinafter referred to as the Act), and the measures that the two Governments will take individually and collectively in furthering the above-mentioned policies;

Have agreed as follows:

PART I — GENERAL PROVISIONS

ARTICLE I

A. The Government of the United States undertakes to finance the sale of agricultural commodities to purchasers authorized by the

Ryukyu Development Loan Corporation in accordance with the terms and conditions set forth in this agreement, including the annex which is an integral part of this agreement.

B. The financing of the agricultural commodities listed in Part II of this agreement will be subject to :

1. the issuance by the Government of the United States of purchase authorizations and their acceptance by the Ryukyu Development Loan Corporation ; and
2. the availability of the specified commodities at the time of exportation.

C. Application for purchase authorizations will be made within 90 days after the effective date of this agreement, and, with respect to any additional commodities or amounts of commodities provided for in any supplementary agreement, within 90 days after the effective date of such supplementary agreement. Purchase authorizations shall include provisions relating to the sale and delivery of such commodities, and other relevant matters.

D. Except as may be authorized by the Government of the United States, all deliveries of commodities sold under this agreement shall be made within the supply periods specified in the commodity table in Part II.

E. The value of the total quantity of each commodity covered by the purchase authorizations for a specified type of financing authorized under this agreement shall not exceed the maximum export market value specified for that commodity and type of financing in Part II.

The Government of the United States may limit the total value of each commodity to be covered by purchase authorizations for a specified type of financing as price declines or other marketing factors may require, so that the quantities of such commodity sold under a specified type of financing will not substantially exceed the applicable approximate maximum quantity specified in Part II.

F. The Government of the United States shall bear the ocean freight differential for commodities the Government of the United States requires to be transported in United States flag vessels (approximately 50 percent by weight of the commodities sold under the agreement). The ocean freight differential is deemed to be the amount, as determined by the Government of the United States, by which the cost of ocean transportation is higher (than would otherwise be the case) by reason of the requirement that the commodities be transported in United States flag vessels. The Ryukyu Development Loan Corporation shall have no responsibility to reimburse the Government of the United States for the ocean freight differential borne by the Government of the United States.

G. Promptly after contracting for United States flag shipping space to be used for commodities required to be transported in United States

flag vessels, and in any event not later than presentation of vessel for loading, the Ryukyu Development Loan Corporation or the purchasers authorized by it shall open a letter of credit, in United States dollars, for the estimated cost of ocean transportation for such commodities.

H. The financing, sale, and delivery of commodities under this agreement may be terminated by either Party if that Party determines that because of changed conditions the continuation of such financing, sale, or delivery is unnecessary or undesirable

ARTICLE II

A. Initial Payment

The Ryukyu Development Loan Corporation shall pay, or cause to be paid, such an initial payment as may be specified in Part II of this agreement. The amount of this payment shall be that proportion of the purchase price (excluding any ocean transportation costs that may be included therein) equal to the percentage specified for initial payment in Part II and payment shall be made in United States dollars in accordance with the applicable purchase authorization.

B. Type of Financing

Sales of the commodities specified in Part II shall be financed in accordance with the type of financing indicated therein, and special provisions relating to the sale are also set forth in Part II and in the annex.

C. Deposit of Payments

The Ryukyu Development Loan Corporation shall make, or cause to be made, payments in dollars to the Government of the United States, in the amounts specified elsewhere in this agreement. Payments shall be remitted to the Treasurer, Commodity Credit Corporation, United States Department of Agriculture, Washington, D.C. 20250, unless another method of payment is agreed upon by the two Parties.

ARTICLE III

A. World Trade

The two Parties shall take maximum precautions to assure that sales of agricultural commodities pursuant to this agreement will not displace usual marketings of the United States in these commodities or unduly disrupt world prices of agricultural commodities or normal patterns of commercial trade with countries the Government of the United States considers to be friendly to it (referred to in this agreement as friendly countries). In implementing this provision the Ryukyu Development Loan Corporation shall:

1. insure that total imports from the United States and other friendly countries into the Ryukyu Islands paid for with the resources

of the Ryukyu Islands will equal at least the quantities of agricultural commodities as may be specified in the usual marketing table set forth in Part II during each import period specified in the table and during each subsequent comparable period in which commodities financed under this agreement are being delivered. The imports of commodities to satisfy these usual marketing requirements for each import period shall be in addition to purchases financed under this agreement.

2. take all possible measures to prevent the resale, diversion in transit, or transshipment to other countries or the use for other than domestic purposes of the agricultural commodities purchased pursuant to this agreement (except where such resale, diversion in transit, transshipment or use is specifically approved by the Government of the United States of America); and

3. take all possible measures to prevent the export of any commodity of either domestic or foreign origin which is the same as, or like, the commodities financed under this agreement during the export limitation period specified in the export limitation table in Part II (except as may be specified in Part II or where such export is otherwise specifically approved by the Government of the United States of America).

B. Private Trade

In carrying out this agreement, the two Parties shall seek to assure conditions of commerce permitting private traders to function effectively.

C. Self-help

Part II describes the program the Government of the Ryukyu Islands is undertaking to improve its production, storage, and distribution of agricultural commodities. The Ryukyu Development Loan Corporation shall furnish in such form and at such time as may be requested by the Government of the United States, a statement of the progress the Government of the Ryukyu Islands is making in carrying out such self-help measures.

D. Reporting

In addition to any other reports agreed upon by the two Parties, the Ryukyu Development Loan Corporation shall furnish at least quarterly for the supply period specified in Item I, Part II of this agreement and any subsequent comparable period during which commodities purchased under this agreement are being imported or utilized:

1. the following information in connection with each shipment of commodities received under the agreement: the name of each vessel; the date of arrival; the port of arrival; the commodity and quantity received; the condition in which received; the date unloading was completed; and the disposition of the cargo, i.e., stored, distributed locally, or, if shipped, where shipped;

2. a statement by it showing the progress made toward fulfilling the usual marketing requirements;
3. a statement of the measures it has taken to implement the provisions of sections A 2 and 3 of this Article; and
4. statistical data on imports and exports by country of origin or destination of commodities which are the same as or like those imported under the agreement.

E. Procedures for Reconciliation and Adjustment of Accounts

The two Parties shall each establish appropriate procedures to facilitate the reconciliation of their respective records of the amounts financed with respect to the commodities delivered during each calendar year. The Commodity Credit Corporation of the United States and the Ryukyu Development Loan Corporation may make such adjustments in the credit accounts as they mutually decide are appropriate.

F. Definitions

For the purposes of this agreement:

1. delivery shall be deemed to have occurred as of the on-board date shown in the ocean bill of lading which has been signed or initialed on behalf of the carrier,
2. import shall be deemed to have occurred when the commodity has entered the country, and passed through customs, if any, of the Ryukyu Islands, and
3. utilization shall be deemed to have occurred when the commodity is sold to the trade within the Ryukyu Islands without restriction on its use within the Ryukyu Islands or otherwise distributed to the consumer within the Ryukyu Islands.

G. Consultation

The two Parties shall, upon request of either of them, consult regarding any matter arising under this agreement, including the operation of arrangements carried out pursuant to this agreement.

H. Identification and Publicity

The Ryukyu Development Loan Corporation shall undertake such measures as may be mutually agreed prior to delivery for the identification of food commodities at points of distribution in the Ryukyu Islands, and for publicity as provided for in subsection 103(l) of the Act. [¹]

¹ 80 Stat. 1528, 7 U.S.C. § 1703(l).

PART II — PARTICULAR PROVISIONS

ITEM I. Commodity Table:

| <u>Commodity</u> | <u>Supply Period</u> (United States Calendar Year 1968) | <u>Approximate Maximum Quantity</u> (metric tons) | <u>Maximum Export Market Value</u> (1,000) |
|---------------------------------------|---|--|---|
| Wheat and/or wheat flour | 1968 | 8,000 | \$ 495 |
| Ocean transporta- tion (estimated) | | | 42 |
| | | TOTAL | \$ 537 |

ITEM II. Payment Terms:

Dollar Credit

1. Initial payment — 5 percent.
2. Number of installment payments — 19.
3. Amount of each installment payment — first, 20 percent of the principal; balance in 18 approximately equal annual amounts.
4. Due date of first installment payment — March 31 immediately following the calendar year of delivery of commodities.
5. Interest rate — 5 percent.

ITEM III. Usual Marketing Table:

| <u>Commodity</u> | <u>Import Period</u> | <u>Usual Marketing Requirement</u> |
|---|-------------------------------------|--|
| Wheat and/or wheat flour (grain equivalent basis) | United States Calendar Year 1968 | 30,000 metric tons |

ITEM IV. Export Limitations:A. Export Limitation Period

The export limitation for commodities the same as or like commodities financed under this agreement shall be the period beginning on the date of this agreement and ending on the final date on which said commodities are being imported or utilized.

- B. For the purposes of Part I, Article III A 3, of the agreement, the commodities considered to be the same as, or like, the commodities imported under this agreement are: foodgrains including wheat, wheat flour and products thereof.

ITEM V. Self-help Measures:

The Government of the Ryukyu Islands will undertake a comprehensive investigation of the present crop production and marketing system, and the economic and technological potential for future agricultural development in the Islands. Such investigation will focus particularly on alternative means of increasing production of food and export crops, and recommend priority steps for agricultural improvement and the strengthening of the overall rural economy.

ITEM VI. Economic Development Purposes for Which Proceeds Accruing to Ryukyu Islands are to be Used:

For purposes specified in Item V and for other economic development purposes as may be mutually agreed upon.

PART III — FINAL PROVISIONS

A. This agreement may be terminated by either Party by notice of termination to the other Party. Such termination will not reduce any financial obligations the Ryukyu Development Loan Corporation has incurred as of the date of termination.

B. This agreement shall enter into force upon signature.

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

DONE in duplicate and signed at Washington on the 13th day of May, 1968 and at Naha on the 29th day of May, 1968.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA:

ORVILLE L FREEMAN

FOR THE GOVERNMENT OF THE RYUKYU ISLANDS:

TERUO TERUYA

DOLLAR CREDIT ANNEX

The following provisions apply with respect to the sales of commodities financed on dollar credit terms:

1. In addition to bearing the cost of ocean freight differential as provided in Part I, Article I F, of this agreement, the Government of the United States will finance on credit terms the balance of the costs for ocean transportation of those commodities that are required to be carried in United States flag vessels. The amount for ocean transportation (estimated) included in any commodity table specifying credit terms does not include the ocean freight differential to be borne by the Government of the United States and is only an estimate of the amount that will be necessary to cover the ocean transportation costs to be financed on credit terms by the Government of the United States. If this estimate is not sufficient to cover these costs, additional financing on credit terms shall be provided by the Government of the United States to cover them.

2. With respect to commodities delivered in each calendar year under this agreement, the principal of the credit (hereinafter referred to as principal) will consist of:

a. The dollar amount disbursed by the Government of the United States for the commodities (not including any ocean transportation costs) less any portion of the initial payment payable to the Government of the United States, and

b. The ocean transportation costs financed by the Government of the United States in accordance with paragraph 1 of this annex (but not the ocean freight differential).

This principal shall be paid in accordance with the payment schedule in Part II of this agreement. The first installment payment shall be due and payable on the date specified in Part II of this agreement. Subsequent installment payments shall be due and payable at intervals of one year thereafter. Any payment of principal may be made prior to its due date.

3. Interest on the unpaid balance of the principal due the Government of the United States for commodities delivered in each calendar year under this agreement shall begin on the date of last delivery of these commodities in such calendar year. Interest shall be paid not later than the due date of each installment payment of principal, except that if the date of the first installment is more than a year after such date of last delivery, the first payment of interest shall be made not later than the anniversary date of such date of last delivery and thereafter payment of interest shall be made not later than the due date of each installment payment of principal. For the period from the date the interest begins to the due date for the first installment payment, the interest shall be computed at the initial interest rate specified in Part II of this agreement. Thereafter, the interest shall be computed at the continuing interest rate specified in Part II of this agreement.

4. The Ryukyu Development Loan Corporation shall deposit the proceeds accruing to it from the sale of commodities financed under this agreement (upon the sale of the commodities within the Ryukyu Islands) in a special account in its name that will be used for the sole purpose of holding the proceeds covered by this paragraph. Withdrawals from this account shall be made for the economic development purposes specified in Part II of this agreement in accordance with procedures mutually satisfactory to the two Parties. The total amount deposited under this paragraph shall not be less than the dollar disbursement by the Government of the United States in connection with the financing of the commodities, including the related ocean transportation costs other than the ocean freight differential. Any such accrued proceeds that are loaned by the Ryukyu Development Loan Corporation to private or nongovernmental organizations shall be loaned at rates of interest approximately equivalent to those charged for comparable loans in the Ryukyu Islands. The Ryukyu Development Loan Corporation shall furnish, in such form and at such times as may be requested by the Government of the United States, but not less frequently than on an annual basis, reports containing relevant information concerning the accumulation and use of these proceeds, including information concerning the programs for which these proceeds are used, and, when the proceeds are used for loans, the prevailing rate of interest for comparable loans in the Ryukyu Islands.

5. The computation of the initial payment under Part I, Article II A of this agreement and all computations of principal and interest under numbered paragraphs 2 and 3 of this annex shall be made in United States dollars.

6. All payments shall be in United States dollars.

PHILIPPINES

Military Bases in the Philippines: Employment of Philippine Nationals

*Agreement signed at Manila May 27, 1968;
Entered into force May 27, 1968.
With agreed minutes.*

AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF THE REPUBLIC OF THE PHILIPPINES RELATING TO THE EMPLOYMENT OF PHILIPPINE NATIONALS IN THE UNITED STATES MILITARY BASES IN THE PHILIPPINES

The Government of the United States of America and the Government of the Republic of the Philippines:

Having agreed in the Military Bases Agreement of 1947,^[1] as amended, to establish United States military bases in the Philippines to serve the common defense of the two countries;

Noting the absence in that Agreement of provisions concerning labor relations and terms and conditions of employment of Filipino citizens employed by United States Armed Forces in the Philippines;

Recognizing the need to promote and maintain sound employment practices which will assure equality of treatment of all employees and their right to self-organization and collective bargaining; the orderly administration and effective operation of the bases; and continuing favorable employer-employee relations thereon; and

Believing that an agreement will be mutually beneficial and will strengthen the democratic institutions cherished by both Governments;

Have agreed as follows:

ARTICLE I

EMPLOYMENT STANDARDS

1. Preferential Employment. – The United States Armed Forces in the Philippines shall fill the needs for civilian employment by employing Filipino citizens, except when the needed skills are found, in

¹ TIAS 1775, 6084; 61 Stat. (pt. 4) 4019; 17 UST 1212.

consultation with the Philippine Department of Labor, not to be locally available, or when otherwise necessary for reasons of security or special management needs, in which cases United States nationals may be employed. Exception is permitted, however, in the case of third country nationals already employed on the date of entry into force of this Agreement and in the case of technical personnel of third country nationality as envisaged in paragraphs 1 and 2, Article XI of the Military Bases Agreement of 1947, as amended.

2. Uniform Standards. — To the extent consistent with the provisions of this Agreement and the national laws of either country and regulations pursuant thereto and in conformity therewith, terms and standards of employment, including wages, working conditions and benefits shall be subject to collective bargaining and, under uniform personnel policies and administration, shall apply equally to all employees, regardless of nationality and sources of funds used.

3. Overtime Compensation. — Work performed in excess of the regular workday and workweek shall be considered overtime to be paid the corresponding overtime compensation.

4. Manpower Allocation. — In the event the Philippine Government adopts measures allocating manpower, the two Governments shall work out in the Joint Committee established under Article III measures ensuring fulfillment of the labor needs of the United States Armed Forces.

5. Social Security Benefits. — The United States Armed Forces in the bases shall implement, as of July 1, 1968, a health insurance program and shall consider the adoption of additional social security benefits to Filipino employees consistent with prevailing industry practices in the Philippines.

6. Security of Employment. — Consistent with their military requirements, the United States Armed Forces shall endeavor to provide security of employment and, in the event certain activities or services are contracted out, the United States Armed Forces shall require the contractor or concessionaire to give priority consideration to affected employees for employment. The United States Armed Forces shall at the same time give to such employees priority consideration for reemployment by the base. If reemployed by the base, such employment shall be without loss of seniority.

7. Severance Pay. — Except when separation is for cause, severance pay benefits shall be granted to those employees whose employment is terminated involuntarily, including termination by reduction in force caused by disestablishment or deactivation of a function, activity or command. For purposes of computing severance pay, the basis shall be the employee's total or aggregate service, less periods of service for which he had already been paid severance pay.

ARTICLE II**RIGHT TO SELF-ORGANIZATION AND COLLECTIVE BARGAINING**

1. Filipino employees of the United States Armed Forces in the Philippines shall have the right to self-organization and to collective bargaining in accordance with the provisions of this Agreement. The right to self-organization shall include the right to join or refrain from joining a union or labor organization without interference, coercion, restraint, discrimination or reprisal.

2. Any federated labor organization or individual labor organization duly registered in accordance with Philippine laws and representing the majority of the Philippine employees of the United States military bases in the Philippines shall be entitled to recognition by the United States Armed Forces and shall enjoy exclusive bargaining representation for such employees. The United States Armed Forces will make provision for voluntary checkoff of labor organization dues. In the event a labor organization does not represent a majority of such employees, any duly registered labor organization representing a majority of the employees at a base or group of bases shall be entitled to recognition and enjoy exclusive bargaining representation for such base or group of bases. Nevertheless, any employee shall have the right to present a grievance directly or through a representative under established grievance or labor relations procedures. Questions concerning recognition may be referred to the Joint Committee provided for in Article III of this Agreement.

3. In view of the common security interests of the two Governments as recognized in the Military Bases Agreement of 1947, as amended, the Joint Committee described in Article III, below, at the request of either party to a dispute which threatens the orderly and effective operation of the bases, shall direct measures to promote resolution of that dispute. Any action taken by a recognized labor organization which interrupts or disrupts the orderly and effective operation of the bases before the Joint Committee has taken its final action in such a case may be considered just cause for withdrawal of recognition of that organization. Disciplinary action may be taken against any individual employee or group of employees participating in such action, subject to review, however, by the Joint Committee, which shall proceed in accordance with Article III hereof.

4. The Joint Committee shall not be deemed to have taken final action until the dispute has been resolved between the parties under the procedures provided in Article III of this Agreement. During this period, the parties to the dispute shall observe utmost good faith in collective bargaining and in negotiating their differences without resorting to acts inimical to their mutual interests.

ARTICLE III

JOINT COMMITTEE

1. Any dispute between the United States Armed Forces and Filipino employees or duly recognized union or organization of employees which cannot be settled through grievance or labor relations procedures provided for in Article II of this Agreement may be referred by either party to the dispute to a Joint Committee which shall be composed of not more than three representatives appointed by each Government and shall include labor relations specialists.

2. The Committee shall determine its own procedures and, whenever a dispute has been referred to it, shall:

(a) Devise means by which the parties themselves can settle their dispute rather than render final decisions; and

(b) Satisfy itself that every effort has been fully exerted by the parties to settle the dispute through the grievance or labor relations procedures referred to above. Otherwise, it may refer the dispute back to the parties, indicating what further steps may be taken to reach a settlement.

3. In the event the dispute remains unresolved, and either party resubmits it to the Joint Committee, the latter may refer the matter back to the parties requiring either mediation, conciliation or fact-finding or recommending any other measure.

4. The Governments of the United States and of the Philippines, through their respective authorized agencies or representatives shall, upon request, make available to the Joint Committee or any mediator, conciliator or fact-finder indicated in the preceding paragraph, all pertinent materials, data or information, except those which are classified for security reasons.

5. The Joint Committee, referred to above, shall likewise serve as a channel for continuing consultation between the two Governments and as the principal channel for the implementation of this Agreement.

ARTICLE IV

GENERAL PROVISIONS

1. Contractors and concessionaires performing work for the United States Armed Forces in the Philippines shall be required by their contracts or concession agreements to comply with all applicable Philippine labor laws and regulations. For the effective enforcement of these labor laws and regulations, base authorities shall facilitate access by appropriate Philippine government officials to sites where such contractors work, upon prior request and proper identification.

2. Nothing in this Agreement shall imply any waiver by either of the two Governments of its immunities under international law.

ARTICLE V**MID-YEAR ANNUAL BONUS**

In view of the concern of both Governments for the general welfare of the employees of the United States Armed Forces in the Philippines and in response to a request from the Philippine Government, the United States Armed Forces will, as an incentive to such employees, pay each Philippine national employed by them for one year or more on July 1, 1968, a mid-year bonus of two hundred pesos and to those employed on July 1 of each subsequent year the same amount. Those employed for less than one year on the date of payment will be paid a pro-rata share of two hundred pesos for each full month of employment.

ARTICLE VI**ENTRY INTO FORCE**

1. This Agreement shall enter into force upon signature by the two Governments except with respect to any provision which requires further administrative action for its execution. Any such provision shall enter into force as soon as the requisite administrative action has been taken but in no case later than six months from the date of signature by the two Governments.

2. Employment policies, practices and benefits existing at the time this Agreement enters into force shall continue unless modified by collective bargaining in accordance with this Agreement or by subsequent agreement between the two Governments.

3. Either Government may at any time request the revision of any provision of this Agreement, in which case the two Governments shall enter into negotiations through diplomatic channels.

4. This Agreement, and agreed revisions thereof, shall remain in force for the duration of the Military Bases Agreement of 1947, as amended, unless terminated earlier by agreement between the two Governments.

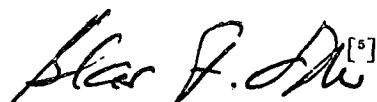
IN WITNESS WHEREOF, the undersigned, being duly authorized by their respective Governments, have signed this Agreement, incorporating the attached Agreed Minutes.

DONE at Manila, in duplicate, this 27th day of May, 1968.

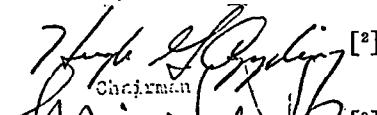
For the Government of the
United States of America:

For the Government of the
Republic of the Philippines:


[¹]
Charge d'Affaires, a.i.

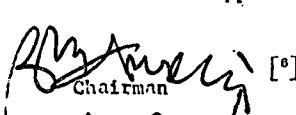

[⁵]
Secretary of Labor

Members of the United States Panel Members of the Philippine Panel

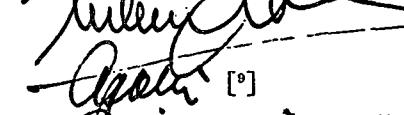

[²]
Chairman

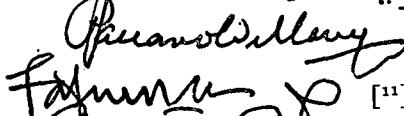

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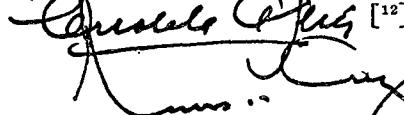

[⁴]
Robert M. Fisk


[⁶]
Chairman

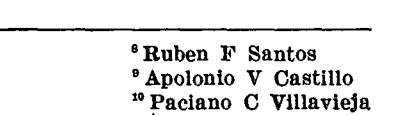

[⁷]
Vice-Chairman

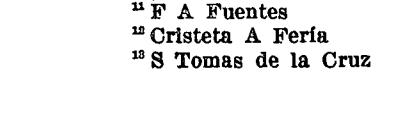

[⁸]
Paciano C. Villavieja


[⁹]
F. A. Fuentes


[¹⁰]
Cristeta A. Feria


[¹¹]
S. Tomas de la Cruz


[¹²]
R. M. Inocentes


[¹³]
Gauttier F. Bisnar

[SEAL]

[SEAL]

¹ James M. Wilson Jr.
² Hugh G. Appling
³ William Paz
⁴ Robert M. Fisk
⁵ Blas F. Ople
⁶ R. M. Inocentes
⁷ Gauttier F. Bisnar

⁸ Ruben F. Santos
⁹ Apolonio V. Castillo
¹⁰ Paciano C. Villavieja
¹¹ F. A. Fuentes
¹² Cristeta A. Feria
¹³ S. Tomas de la Cruz

AGREED MINUTES TO AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF THE REPUBLIC OF THE PHILIPPINES RELATING TO THE EMPLOYMENT OF PHILIPPINE NATIONALS IN THE UNITED STATES MILITARY BASES IN THE PHILIPPINES

1. Article I, Paragraph 1. The term "special management needs" applies to situations, not all definable in advance, in which the employer, exceptionally, needs, for example:

- (a) an employee who is known to be not subject to any personal bias or pressures, for instance in some personnel management functions;
- (b) an employee who, perhaps for reasons of long association or experience with a given problem, has the employer's special confidence and who will be known to represent him personally;
- (c) employees whose work requires them to know and serve American culture and customs; an example might be in some aspects of education of American children.

2. Article I, Paragraph 2. The Philippine representatives expressed the hope, noted by the United States representatives, that future steps toward uniformity in the terms of employment of all base employees will be considered. The United States representatives stated, and the Philippine representatives noted, that existing United States laws and regulations now establish terms of employment for all employees, both United States and local nationals, and as to the latter require that their conditions of employment as they relate to wages and compensation shall be based upon prevailing standards and practices of representative progressive employers in the locality which shall be determined by means of periodic technical surveys to be conducted by the United States Armed Forces. The employees, through their recognized labor organizations, shall participate in determining the frequency of and in developing the principles and procedures for such technical surveys, and shall be duly informed of survey results. These principles and procedures shall include the selection of employing firms and comparable positions to be included in the surveys.

3. Article I, Paragraph 3. The term "regular workday" shall be understood to mean a workday not in excess of the maximum number of hours allowed without additional compensation under Philippine laws and regulations.

4. Article I, Paragraph 6. The United States Armed Forces shall not have responsibility for the enforcement of this provision or the hearing of possible disputes between affected employees and the contractor or concessionaire under this provision.

5. Article I, Paragraph 7. The United States Armed Forces may separate an employee at such time as the continuation of his employment is inconsistent with their military requirements, in which case the employee shall be entitled to severance pay unless separation is for cause in accordance with established procedures.

6. Article II, Paragraph 2. Should more than one labor organization be recognized as bargaining representative for all the United States military bases such labor organizations shall, in order to facilitate implementation of this Agreement, particularly the uniform and equal application of terms and conditions of employment and personnel policies and administration, undertake joint collective bargaining with the United States Armed Forces. However, collective bargaining on questions unique to one base by the labor organization representing the majority of the employees in such base is not precluded.

7. Article II, Paragraph 3. The term "disciplinary action" does not exclude the suspension or discharge of an employee.

8. Article IV, Paragraph 1. It shall be the responsibility of Philippine authorities to determine whether contractors and concessionaires performing work for the United States Armed Forces in the Philippines comply with Philippine labor laws and regulations and to enforce compliance with such laws and regulations.

The United States Armed Forces will submit to the Philippine Government periodically a list of all contractors and concessionaires in the bases.

9. Article VI, Paragraph 1. The representatives of both Governments stated their intention to take the necessary administrative steps to implement the Agreement at once, in any case not later than six months from the date of signature of the Agreement, and insofar as possible to have effect not later than July 1, 1968.

10. Article VI, Paragraph 2. The United States Armed Forces are not precluded from introducing unilaterally future measures to enhance existing working conditions and benefits to employees.

TUNISIA

Scientific Cooperation

*Agreement effected by exchange of notes
Signed at Tunis July 17, 1968;
Entered into force July 17, 1968.*

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

EMBASSY OF THE UNITED
STATES OF AMERICA

No. 2254

July 17, 1968

EXCELLENCY:

I have the honor to refer to discussions between representatives of the Government of the United States of America and the Government of the Republic of Tunisia concerning the establishment of principles for cooperation between American institutions of higher learning, wishing to conduct basic scientific research in Tunisia under the sponsorship of the Smithsonian Institution, and appropriate Tunisian institutions, organizations, or governmental agencies. The Smithsonian Institution is authorized by a special appropriation of the United States Congress to award grants in United States-owned Tunisian dinars to American institutions for basic research in archeology and related disciplines, in systematic and environmental biology, and in other disciplines within the traditional competence of the Smithsonian. Both Governments recognize that such cooperative scientific research is in the interest of both countries and of the world scientific community. The Government of the United States of America accordingly proposes an agreement with the Government of the Republic of Tunisia on the principles to govern the conduct of such research, as follows:

1. The research projects will normally be bi-national in character and will include both Tunisian and American co-directors, each with appropriate professional qualifications.
2. The United States guarantees through the Smithsonian Institution that any research proposals submitted to Tunisian authorities will be forwarded only after intensive scientific review and approval by qualified scientists. The Government of Tunisia may also provide for its own scientific review of proposals, and ap-

proval of all proposals will be given by the appropriate Tunisian Government agency in accordance with applicable Tunisian laws and regulations. Should archeological research be undertaken, the general principle shall be that the interested American institution shall also provide resources for preservation of the site that is being excavated as well as assistance in the restoration of related monuments or monuments in the area. Funds provided by the Smithsonian Institution could be used for archeological research, for preservation of the site being excavated, for planning further restoration of the site, and for the preparation of site museum exhibits. All Tunisian-American cooperative projects must, in any event, be subject to a technical agreement between the two interested parties and in conformity with the above-mentioned stipulations.

3. When approval has been granted by the Smithsonian Institution and by the appropriate Tunisian agency or institute, the Smithsonian Institution will award the grant funds to the participating American institution.

4. Participating Tunisian and American institutions may conclude specific agreements for individual research projects in accordance with the principles contained in this agreement.

5. While the projects are intended to advance basic research of mutual interest, provisions may be made in each project for the training of students: Students may be Tunisian, American, or from a third country.

6. The United States, through the award of a grant in Tunisian dinars by the Smithsonian Institution, may furnish, as may be required for each project salaries and maintenance for Tunisians; salaries of United States and other non-Tunisian personnel; equipment and supplies; international transportation of personnel, equipment and supplies; and support of non-Tunisian personnel while in Tunisia.

7. Tunisia shall exempt from all customs duties and all other taxes shipments into and out of Tunisia of all supplies and equipment intended for use on grant projects.

8. Tunisia also agrees to accord to each non-Tunisian participant in any project (a) free entry into and out of Tunisia for all personal property introduced into Tunisia for his own use within a period of six months from the date of his assignment to the project; (b) temporary free entry of one automobile for the duration of a project; (c) exemption from the payment of Tunisian income taxes and other direct taxes on income derived from participation in the project; (d) appropriate work permits, residence visas, or other documentation or permits required in order for foreign participants to carry on their work in connection with each project.

9. Supplies and equipment purchased in Tunisia or imported into Tunisia for use on the projects remain the property of the

United States, the Smithsonian Institution, or the American grantee institution, but provisions may be made by mutual agreement for such supplies or equipment to remain in Tunisia as the property of the cooperating Tunisian institution without payment of duty where United States Government regulations or the regulations of the American grantee institution allow such property to be transferred to the cooperating Tunisian institution.

10. Specimens collected during the course of research projects shall be treated in accordance with applicable Tunisian law, but study specimens can be exported by the American participants with the permission of the appropriate Tunisian Government agency in cases where there are duplicate specimens, where the specimens have no special museum value, or where they have no value as cultural monuments.

11. Where special permission may be required for the purchase of necessary project equipment in Tunisia with Tunisian dinars, Tunisia agrees to accord such permission.

If your government agrees with the above proposal, I propose that this note and your affirmative reply to that effect shall constitute an agreement between our two governments to enter into force on the date of your reply.

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

FRANCIS H. RUSSELL

His Excellency

HABIB BOURGUIBA, Jr.,
Minister of Foreign Affairs,
Tunis.

The Tunisian Deputy Director of the Division for International Cooperation in the Secretariat of State for Foreign Affairs to the American Ambassador

RÉPUBLIQUE TUNISIENNE
SÉCRÉTARIAT D'ÉTAT
AUX AFFAIRES ÉTRANGÈRES

N° 2019 /AE/

TUNIS, le July 17, 1968

EXCELLENCY:

You were good enough to send today the following note:

"I have the honor to refer to discussions between representatives of the Government of the United States of America and the Gov-

ernment of the Republic of Tunisia concerning the establishment of principles for cooperation between American institutions of higher learning, wishing to conduct basic scientific research in Tunisia under the sponsorship of the Smithsonian Institution, and appropriate Tunisian institutions, organizations, or governmental agencies. The Smithsonian Institution is authorized by a special appropriation of the United States Congress to award grants in United States-owned Tunisian dinars to American institutions for basic research in archeology and related disciplines, in systematic and environmental biology, and in other disciplines within the traditional competence of the Smithsonian. Both governments recognize that such cooperative scientific research is in the interest of both countries and of the world scientific community. The Government of the United States of America accordingly proposes an agreement with the Government of the Republic of Tunisia on the principles to govern the conduct of such research, as follows:

“1. The research projects will normally be bi-national in character and will include both Tunisian and American co-directors, each with appropriate professional qualifications.

“2. The United States guarantees through the Smithsonian Institution that any research proposals submitted to Tunisian authorities will be forwarded only after intensive scientific review and approval by qualified scientists. The Government of Tunisia may also provide for its own scientific review of proposals, and approval of all proposals will be given by the appropriate Tunisian Government agency in accordance with applicable Tunisian laws and regulations. Should archeological research be undertaken, the general principle shall be that the interested American institution shall also provide resources for preservation of the site that is being excavated as well as assistance in the restoration of related monuments or monuments in the area. Funds provided by the Smithsonian Institution could be used for archeological research, for preservation of the site being excavated, for planning further restoration of the site, and for the preparation of site museum exhibits. All Tunisian-American cooperative projects must, in any event, be subject to a technical agreement between the two interested parties and in conformity with the above-mentioned stipulations.

“3. When approval has been granted by the Smithsonian Institution and by the appropriate Tunisian agency or institute, the Smithsonian Institution will award the grant funds to the participating American institution.

“4. Participating Tunisian and American institutions may conclude specific agreements for individual research projects in accordance with the principles contained in this agreement.

"5. While the projects are intended to advance basic research of mutual interest, provisions may be made in each project for the training of students: Students may be Tunisian, American, or from a third country.

"6. The United States, through the award of a grant in Tunisian dinars by the Smithsonian Institution, may furnish, as may be required for each project salaries and maintenance for Tunisians; salaries of United States and other non-Tunisian personnel; equipment and supplies; international transportation of personnel, equipment and supplies; and support of non-Tunisian personnel while in Tunisia.

"7. Tunisia shall exempt from all customs duties and all other taxes shipments into and out of Tunisia of all supplies and equipment intended for use on grant projects.

"8. Tunisia also agrees to accord to each non-Tunisian participant in any project (a) free entry into and out of Tunisia for all personal property introduced into Tunisia for his own use within a period of six months from the date of his assignment to the project; (b) temporary free entry of one automobile for the duration of a project; (c) exemption from the payment of Tunisian income taxes and other direct taxes on income derived from participation in the project; (d) appropriate work permits, residence visas, or other documentation or permits required in order for foreign participants to carry on their work in connection with each project.

"9. Supplies and equipment purchased in Tunisia or imported into Tunisia for use on the projects remain the property of the United States, the Smithsonian Institution, or the American grantee institution, but provisions may be made by mutual agreement for such supplies or equipment to remain in Tunisia as the property of the cooperating Tunisian institution without payment of duty where United States Government regulations or the regulations of the American grantee institution allow such property to be transferred to the cooperating Tunisian institution.

"10. Specimens collected during the course of research projects shall be treated in accordance with applicable Tunisian law, but study specimens can be exported by the American participants with the permission of the appropriate Tunisian Government agency in cases where there are duplicate specimens, where the specimens have no special museum value, or where they have no value as cultural monuments.

"11. Where special permission may be required for the purchase of necessary project equipment in Tunisia with Tunisian dinars, Tunisia agrees to accord such permission.

"If your Government agrees with the above proposal, I propose that this note and your affirmative reply to that effect shall constitute an agreement between our two governments to enter into force on the date of your reply.

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

I have the honor to confirm to you the agreement of the Tunisian Government to these provisions.

Accept, Excellency, the assurances of my highest consideration.

MOHAMED MEGDICHE

[SEAL]

His Excellency
THE AMBASSADOR OF THE
UNITED STATES OF AMERICA,
Tunis.

GHANA
Agricultural Commodities

Agreements amending the agreement of January 3, 1968, as amended.

Effectuated by exchange of notes

*Signed at Accra July 16 and 18, 1968;
Entered into force July 18, 1968.*

And exchange of notes

*Signed at Accra August 2 and 8, 1968;
Entered into force August 8, 1968.*

The American Chargé d'Affaires ad interim to the Member, National Liberation Council and Commissioner for Finance of Ghana

EMBASSY OF THE
UNITED STATES OF AMERICA
Accra, July 16, 1968

MR. COMMISSIONER:

I have the honor to refer to the Agricultural Commodities Agreement between our two Governments signed on January 3, 1968, as amended, [¹] and propose that Part II of the Agreement be further amended as follows:

1. By changing the words of Item V 5 preceding the colon to read as follows: "Use at least 50 per cent of the cedis available from proceeds accruing to the importing country under Item II A and from the local currency available for Section 104 (f) loans under Item II B 1 c of this Agreement for activities related to agriculture, which include:"

2. By renumbering Item VI as Item VII.
3. By inserting the following: "Item VI. Economic development purposes for which the proceeds accruing to the importing country are to be used:

1. The Self-Help Measures referred to in Item V above;
2. Such other economic developments purposes as may be agreed upon by our two Governments."

¹ TIAS 6453, 6454; *ante*, pp. 4645, 4653.

It is proposed that this note and your reply concurring therein shall constitute an agreement between our two Governments to enter into force on the date of your reply.

Accept, Mr. Commissioner, the renewed assurances of my highest consideration.

JOHN W. FOLEY

John W. Foley, Jr.
Charge d'Affaires ad interim

Brigadier A. A. AFRIFA,
*Member, National Liberation Council and
Commissioner for Finance,
Accra.*

*The Commissioner Responsible for Finance of Ghana to the American
Charge d'Affaires ad interim*

ACCRA, July, 18th, 1968

SIR,

I have the honour to acknowledge the receipt of your note of July 16, 1968 which reads as follows:

"I have the honour to refer to the Agricultural Commodities Agreement between our two Governments signed on January 3, 1968, as amended, and propose that Part II of the Agreement be further amended as follows:

1. By changing the words of Item V 5 preceding the colon to read as follows: "Use at least 50 per cent of the cedis available from proceeds accruing to the importing country under Item II A and from the local currency available for Section 104 (f) loans under Item II B 1 c of this Agreement for activities related to agriculture, which include:"

2. By renumbering Item VI as Item VII.

3. By inserting the following: "Item VI. Economic development purposes for which the proceeds accruing to the importing country are to be used:

1. The Self-Help Measures referred to in Item V above;
2. Such other economic developments purposes as may be agreed upon by our two Governments."

It is proposed that this note and your reply concurring therein shall constitute an agreement between our two Governments to enter into force on the date of your reply.

Accept, Mr. Commissioner, the renewed assurances of my highest consideration."

I have the honour to inform you that the terms of the foregoing note are acceptable to the Government of the Republic of Ghana and that the Government of Ghana considers your note and the present reply as constituting an agreement between our two Governments on this subject, the agreement to enter into force on today's date.

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

A. A. AFRIFA BRIGADIER

Brigadier A. A. Afrifa
Commissioner Responsible for Finance

Mr. JOHN W. FOLEY, Jr.
Charge d'Affaires ad Interim
Embassy of the United States of America,
Accra.

The American Chargé d'Affaires ad interim to the Member, National Liberation Council and Commissioner for Finance of Ghana

EMBASSY OF THE
UNITED STATES OF AMERICA
ACCRA, August 2, 1968

DEAR MR. COMMISSIONER:

I have the honor to refer to the Agricultural Commodities Agreement between our two Governments signed on January 3, 1968, as amended, and propose that Part II of the Agreement be further amended as follows:

1. By changing the figures in item I B from \$4,800,000 to \$5,217,300; \$6,960,000 to \$7,377,300 and \$12,353,000 to \$12,770,300.
2. By deleting \$139,200 and \$69,600 in item II B 2 and substituting \$147,540 and \$73,770 respectively.
3. By deleting in item III the words "Cotton Textiles in Standard Textile Codes 652-100, -203, -204, -205, and -206" and substituting the following: "Cotton Textiles:

Cotton Fabrics, grey, unbleached
Cotton Fabrics, bleached
Cotton Fabrics, printed
Cotton Fabrics, piece dyed
Cotton Fabrics, color woven"

It is proposed that this note and your reply concurring therein shall constitute an agreement between our two Governments to enter into force on the date of your reply.

Accept, Mr. Commissioner, the renewed assurances of my highest consideration.

JOHN W. FOLEY, JR.

John W. Foley, Jr.
Charge d'Affaires ad interim

Brigadier A. A. AFRIFA,
*Member, National Liberation Council and
Commissioner for Finance,
Accra.*

The Member, National Liberation Council and Commissioner Responsible for Finance of Ghana to the American Chargé d'Affaires ad interim

ACCRA, August 8, 1968

SIR,

I have the honour to acknowledge the receipt of your note of August 2, 1968 which reads as follows:

"I have the honour to refer to the Agricultural Commodities Agreement between our two Governments signed on January 3, 1968, as amended, and propose that Part II of the Agreement be further amended as follows:

1. By changing the figures in item I B from \$4,800,000 to \$5,217,300; \$6,960,000 to \$7,377,300 and \$12,353,000 to \$12,770,300.
2. By deleting \$139,200 and \$69,600 in item II B2 and substituting \$147,540 and \$73,770 respectively.
3. By deleting in item III the words "Cotton Textiles in Standard Textile Codes 652-100, -203, -204, -205, and -206" and substituting the following: "Cotton Textiles:

Cotton Fabrics, grey, unbleached
Cotton Fabrics, bleached
Cotton Fabrics, printed
Cotton Fabrics, piece dyed
Cotton Fabrics, color woven"

It is proposed that this note and your reply concurring therein shall constitute an agreement between our two Governments to enter into force on the date of your reply.

Accept, Mr. Commissioner, the renewed assurances of my highest consideration".

I have the honour to inform you that the terms of the foregoing note are acceptable to the Government of the Republic of Ghana and that the Government of the Republic of Ghana considers your note and the present reply as constituting an agreement between our two Governments on this subject, the agreement to enter into force on today's date.

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

A. A. AFRIFA BRIG

Brigadier A. A. Afrifa

*Member of the National Liberation Council
and Commissioner Responsible for Finance.*

Mr. J. W. FOLEY, Jr.,
*Charge d'Affaires ad Interim,
Embassy of the United States
of America
Accra.*

DEMOCRATIC REPUBLIC OF THE CONGO

Agricultural Commodities

*Agreement signed at Kinshasa August 12, 1968;
Entered into force August 12, 1968.*

AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF THE DEMOCRATIC REPUBLIC OF THE CONGO FOR SALES OF AGRICULTURAL COMMODITIES

The Government of the United States of America and the Government of the Democratic Republic of the Congo have agreed to the sales of agricultural commodities specified below. This agreement shall consist of the Preamble, Parts I and III of the March 15, 1967 agreement, [1] and the following Part II and Dollar Credit Annex.

PART II - PARTICULAR PROVISIONS

ITEM I - Commodity Table:

| <u>Commodity</u> | <u>Supply Period</u> | <u>Approximate Maximum Quantity</u> | <u>Export Market Value (1,000)</u> |
|----------------------------------|--------------------------------|-------------------------------------|--|
| Wheat flour | United States Fiscal Year 1969 | 21,000 Metric tons | \$2,070 |
| Ocean Transportation (estimated) | | | 370 |
| | | Total | \$2,440 |

ITEM II - Payment Terms

Dollar Credit

1. Initial payment - none
2. Currency use payments - Such amount up to \$500,000, due and payable on or after August 31, 1968, as specified by the Government of the exporting country.
3. Number of installment payments of principal - 19
4. Amount of each installment payment - subject to paragraph 1 of Item VII, first, \$100,000, balance, in 18 approximately equal annual amounts.

¹ TIAS 6329, 6404; 18 UST 1826, 3138.

5. Due date of first installment payment - two years after date of last delivery of commodities in each calendar year.
6. Initial interest rate - 2 percent
7. Continuing interest rate - 2½ percent

ITEM III - Usual Marketing Table

| <u>Commodity</u> | <u>Import Period</u> | <u>Usual Marketing Requirement</u> |
|--|-----------------------------------|------------------------------------|
| Wheat and/or wheat flour (on a grain equivalent basis) | United States Fiscal Year 1969 | 8,000 metric tons |

ITEM IV. Export Limitations:

- A. With respect to each commodity financed under this agreement the export limitation period for the same or like commodities shall begin on the date of this agreement and end on the final date on which said commodity is imported or utilized.
- B. For the purposes of Part I, Article III A 3, of the agreement, the commodities considered to be the same as, or like, the commodities financed under this agreement are: for wheat flour-wheat and wheat products.

ITEM V. Self-Help Measures:

The agreements signed March 15, 1967, as amended, and December 11, 1967 [¹] contain descriptions of the programs related to the production of food which are being initiated or planned by the Government of the Democratic Republic of the Congo. The Government of the Democratic Republic of the Congo continues to accord high priority to the execution of these programs.

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

Proceeds accruing to the importing country from the sale of commodities financed under this agreement shall be used for:

1. The self-help measures referred to in Item V. above,
2. Such other economic development purposes as may be agreed upon by the two Governments.

ITEM VII. Other Provisions:

1. Each currency use payment under Item II 2 of this Part shall, as of the date the payment is made, be treated as payment against any interest accrued as of that date. The amount by which a currency use payment exceeds the interest accrued shall, as of that date, be treated as payment against consecutive installment payments of principal under Item II, beginning with the first such installment payment.

¹ TIAS 6396; 18 UST 3065.

2. The Government of the exporting country elects, pursuant to paragraph 6 of the Annex, that all payments under Item II 2 of this Part be made in Congo zaires, which shall be used by the Government of the exporting country for payment of its obligations in the importing country.
3. Notwithstanding paragraph 4 of the Annex, the Government of the importing country may withhold from deposit in the special account referred to in such paragraph or may withdraw from amounts deposited therein so much of the proceeds accruing to it from the sale of commodities financed under this agreement as is equal to the amount of the currency use payments made by the Government of the importing country.

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

DONE at Kinshasa, in duplicate, this 12th day of August 1968.

FOR THE GOVERNMENT OF THE
UNITED STATES OF AMERICA:

ROBERT H. McBRIDE

Robert H. McBride
Ambassador

FOR THE GOVERNMENT OF
THE DEMOCRATIC REPUBLIC
OF THE CONGO:

JUSTIN-MARIE BOMBOKO

Justin-Marie Bomboko
*Minister of Foreign Affairs and
Foreign Commerce*

**DOLLAR CREDIT ANNEX TO THE AGREEMENT BETWEEN
THE GOVERNMENT OF THE UNITED STATES OF AMERICA
AND THE GOVERNMENT OF THE DEMOCRATIC REPUBLIC
OF THE CONGO FOR SALES OF AGRICULTURAL
COMMODITIES**

Signed this 12th day of August, 1968

The following provisions apply with respect to the sales of commodities financed on dollar credit terms:

1. In addition to bearing the cost of ocean freight differential as provided in Part I, Article I F, of this agreement, the Government of the exporting country will finance on credit terms the balance of the costs for ocean transportation of those commodities that are required to be carried in United States flag vessels. The amount for ocean transportation (estimated) included in any commodity table specifying credit terms does not include the ocean freight differential to be borne by the Government of the exporting country and is only an estimate of the amount that will be necessary to cover the ocean transportation costs to be financed on credit terms by the Government of the export-

ing country. If this estimate is not sufficient to cover these costs, additional financing on credit terms shall be provided by the Government of the exporting country to cover them.

2. With respect to commodities delivered in each calendar year under this agreement, the principal of the credit (hereinafter referred to as principal) will consist of:

a. The dollar amount disbursed by the Government of the exporting country for the commodities (not including any ocean transportation costs) less any portion of the initial payment payable to the Government of the exporting country, and

b. The ocean transportation costs financed by the Government of the exporting country in accordance with paragraph 1 of this annex (but not the ocean freight differential).

This principal shall be paid in accordance with the payment schedule in Part II of this agreement. The first installment payment shall be due and payable on the date specified in Part II of this agreement. Subsequent installment payments shall be due and payable at intervals of one year thereafter. Any payment of principal may be made prior to its due date.

3. Interest on the unpaid balance of the principal due the Government of the exporting country for commodities delivered in each calendar year under this agreement shall begin on the date of last delivery of these commodities in such calendar year. Interest shall be paid not later than the due date of each installment payment of principal, except that if the date of the first installment is more than a year after such date of last delivery, the first payment of interest shall be made not later than the anniversary date of such date of last delivery and thereafter payment of interest shall be made not later than the due date of each installment payment of principal. For the period from the date the interest begins to the due date for the first installment payment, the interest shall be computed at the initial interest rate specified in Part II of this agreement. Thereafter, the interest shall be computed at the continuing interest rate specified in Part II of this agreement.

4. The Government of the importing country shall deposit the proceeds accruing to it from the sale of commodities financed under this agreement (upon the sale of the commodities within the importing country) in a special account in its name that will be used for the sole purpose of holding the proceeds covered by this paragraph. Withdrawals from this account shall be made for the economic development purposes specified in Part II of this agreement in accordance with procedures mutually satisfactory to the two Governments. The total amount deposited under this paragraph shall not be less than the local currency equivalent of the dollar disbursement by the Government of the exporting country in connection with the financing of the commodities, including the related ocean transportation costs other than the ocean freight differential. The exchange rate to be

used in calculating this local currency equivalent shall be the rate at which the central monetary authority of the importing country, or its authorized agent, sells foreign exchange for local currency in connection with the commercial import of the same commodities. Any such accrued proceeds that are loaned by the Government of the importing country to private or nongovernmental organizations shall be loaned at rates of interest approximately equivalent to those charged for comparable loans in the importing country. The Government of the importing country shall furnish, in such form and at such times as may be requested by the Government of the exporting country, but not less frequently than on an annual basis, reports containing relevant information concerning the accumulation and use of these proceeds, including information concerning the programs for which these proceeds are used, and, when the proceeds are used for loans, the prevailing rate of interest for comparable loans in the importing country.

5. The computation of the initial payment under Part I, Article II, A of this agreement and all computations of principal and interest under numbered paragraphs 2 and 3 of this annex shall be made in United States dollars.

6. All payments shall be in United States dollars or, if the Government of the exporting country so elects,

a. The payments shall be made in local currency at the applicable exchange rate specified in Part I, Article III, G of this agreement in effect on the date of payment and shall, at the option of the Government of the exporting country, be converted to United States dollars at the same rate, or used by the Government of the exporting country for payment of its obligations in the importing country, or

b. The payments shall be made in readily convertible currencies of third countries at a mutually agreed rate of exchange and shall be used by the Government of the exporting country for payment of its obligations.

ACCORD ENTRE LE GOUVERNEMENT DES ETATS-UNIS D'AMERIQUE ET LE GOUVERNEMENT DE LA REPUBLIQUE DEMOCRATIQUE DU CONGO POUR LES VENTES DE PRODUITS AGRICOLES

Le Gouvernement des Etats-Unis d'Amérique et le Gouvernement de la République Démocratique du Congo ont conclu un Accord pour les ventes de produits agricoles spécifiés ci-dessous. Cet Accord est constitué par le Préambule, Parties I et III de l'Accord du 15 Mars 1967, et l'Accord Annexe du Crédit en Dollars et la Partie II comme suit:

PARTIE II - DISPOSITIONS PARTICULIERES.POINT I. Tableau des Produits.

| <u>Produit</u> | <u>Période d'Offre</u> | <u>Quantité Maximum Approximative</u> | <u>Valeur sur le Marché d'Exportation</u> |
|-----------------------------|-----------------------------------|---------------------------------------|---|
| Farine de blé | Année Fiscale 1969 des Etats-Unis | 21.000 Tonnes | Dollars 2.070.000 |
| Transport Maritime (estimé) | | | Dollars 370.000 |
| | | | Total 2.440.000 |

POINT II. Modalités de Paiement.Crédit en Dollars

1. Paiement Initial – aucun.
2. Paiements en monnaie d'utilisation locale – Tel montant jusqu'à concurrence de 500.000 Dollars, dû et payable à la date ou après la date du 31 Août 1968, ainsi que spécifié par le Gouvernement du pays exportateur.
3. Nombre de versements en paiement du Principal – 19.
4. Montant de chaque versement – Soumis aux clauses du Paragraphe 1 du Point VII – Premier Montant: 100.000 Dollars; Balance en 18 versements annuels approximativement égaux.
5. Date d'échéance du premier versement – deux ans après la date de la dernière livraison durant chaque année calendrier.
6. Taux d'intérêt initial – 2 pour cent.
7. Taux d'intérêt définitif – 2½ pour cent.

POINT III. Tableau des Marchés Habituels.

| <u>Produit</u> | <u>Période d'Importation</u> | <u>Obligations Relatives aux Marchés Habituels</u> |
|---|-----------------------------------|--|
| Blé et/ou Farine de Blé (Pour une quantité équivalente) | Année Fiscale 1969 des Etats-Unis | 8.000 Tonnes |

POINT IV. Limitations des Exportations.

- A. En ce qui concerne chaque marchandise financée d'après cet Accord, la période de limitation d'exportation pour des marchandises identiques ou similaires sera la période commençant à la date de cet Accord et se terminant à la date finale à laquelle les dites marchandises sont importées ou utilisées.
- B. Aux fins d'application de l'Article III A 3, 1ère Partie du présent Accord, les produits considérés comme étant identiques ou similaires aux marchandises financées aux termes de cet Accord sont: farine de blé, blé, ou produits dérivés du blé.

POINT V. Mesures d'auto-assistance.

Les Accords signés le 15 Mars 1967, modifiés, et le 11 Décembre 1967, contiennent les descriptions des programmes relatifs à la production de produits alimentaires qui sont entrepris ou prévus par le Gouvernement de la République Démocratique du Congo. Le Gouvernement de la République Démocratique du Congo continue à accorder la plus haute priorité à l'exécution de ces programmes.

POINT VI. Développement Economique aux fins duquel le Produit des Ventes Revenant au pays importateur doit être affecté.

Le produit des ventes des marchandises financées aux termes de cet Accord et revenant au pays importateur, sera utilisé pour:

1. Les mesures d'auto-assistance décrites dans le Point V.
2. Pour d'autres buts de développement économique, agréés à la fois par les deux Gouvernements.

POINT VII. Autres Dispositions.

1. Chaque versement en monnaie d'utilisation locale, selon le Point II 2 de cette Partie, et à la date à laquelle ce paiement sera fait, sera considéré comme paiement de l'intérêt dû à ce moment-là. Le montant restant, excédant du versement en monnaie locale versé en vue du paiement de cet intérêt, sera considéré comme paiement du principal selon les termes du Point II, et commençant avec le premier versement du principal.
2. Le Gouvernement du pays exportateur décide, conformément au Paragraphe 6 de l'Annexe, que tous les paiements aux termes du Point II 2 de cette Partie soient effectués en Zaïres, ce qui sera utilisé par le Gouvernement du pays exportateur en vue du paiement de ses obligations dans le pays importateur.
3. Nonobstant le Paragraphe 4 de cette Annexe, le Gouvernement du pays importateur peut ne pas déposer des sommes provenant des revenus réalisés par la vente des marchandises financées aux termes de cet Accord dans le compte spécial mentionné dans ce Paragraphe, ou peut retirer des sommes déjà déposées dans ce compte jusqu'à concurrence du montant des paiements en monnaie d'utilisation locale faits par le Gouvernement du pays importateur.

EN FOI DE QUOI, les représentants soussignés, dûment autorisés à cet effet, ont signé le présent Accord.

FAIT à Kinshasa en double exemplaire, le 12 ième jour de Août 1968.

POUR LE GOUVERNEMENT DES
ETATS-UNIS D'AMERIQUE

ROBERT H. McBRIDE

Robert H. McBride
Ambassadeur

POUR LE GOUVERNEMENT DE
LA REPUBLIQUE DEMOCRATI-
QUE DU CONGO

JUSTIN-MARIE BOMBOKO

Justin-Marie Bomboko
*Ministre des Affaires Etrangères
et du Commerce Extérieur*

TIAS 6545

**ANNEXE RELATIVE A LA VENTE A CREDIT EN DOLLARS
FAISANT SUITE A L'ACCORD CONCLU ENTRE LE GOUVERNEMENT DES ETATS-UNIS D'AMERIQUE ET LE GOUVERNEMENT DE LA REPUBLIQUE DEMOCRATIQUE DU CONGO EN VUE DE LA VENTE DE PRODUITS AGROCOLES**

Signé le 12 Août 1968

Les dispositions stipulées ci-dessous sont applicables à la vente de produits financés à crédit en dollars:

1. Outre le fait de supporter les frais supplémentaires que constitue le fret différentiel, selon les dispositions de l'Article I F, 1ère Partie, du présent Accord, le Gouvernement du pays exportateur assurera le financement à crédit du solde des frais de transport maritime afférents aux produits dont le transport à bord de navires battant pavillon des Etats-Unis est obligatoire. Le montant (estimatif) des frais de transport maritime inclus dans tout tableau des produits précisant les modalités de crédit ne comprend pas le fret différentiel devant être supporté par le Gouvernement du pays exportateur et constitue seulement une prévision du montant qui sera nécessaire pour couvrir les frais de transport maritime devant être financés à crédit par le Gouvernement du pays exportateur. Si le montant prévu ne suffit pas pour couvrir ces frais, un financement supplémentaire à crédit devra être prévu par le Gouvernement du pays exportateur afin de couvrir les dits frais.

2. En ce qui concerne les produits livrés au cours de chaque année civile aux termes du présent Accord, le montant principal du crédit (ci-après dénommé "le principal") comprendra ce qui suit:

- a: le montant en dollars déboursé par le Gouvernement du pays exportateur pour les produits (tous frais de transport maritime non compris) moins toute fraction du paiement initial redévable au Gouvernement du pays exportateur;
- b: les frais de transport maritime financés par le Gouvernement du pays exportateur conformément au Paragraphe 1 de la présente Annexe (exception faite du fret différentiel).

Le principal sera payé conformément au calendrier des paiements figurant dans la IIème Partie du présent Accord. Le premier versement sera dû et payable à la date fixée dans la IIème Partie du présent Accord. Les versements suivants seront dûs et payables à intervalles d'un an à compter de la date d'échéance du premier versement. Tout paiement imputable au principal pourra être effectué avant la date de son échéance.

3. Les intérêts portant sur le montant non payé du principal dû au Gouvernement du pays exportateur comme suite à la livraison de

produits au cours de chaque année civile au terme du présent Accord commenceront à courir à compter de la date de la dernière livraison de ces produits durant l'année civile en question. Les intérêts seront payés au plus tard à la date d'échéance de chaque tranche de paiement du principal, sauf si la date d'échéance de la première tranche tombe plus d'un an après ladite date de la dernière livraison, en quel cas le premier paiement des intérêts sera effectué au plus tard dans un délai d'un an à compter de ladite date de la dernière livraison et, ensuite, le paiement des intérêts sera effectué au plus tard à la date d'échéance de chaque tranche de paiement du principal. En ce qui concerne la période allant de la date à laquelle les intérêts commencent à courir jusqu'à la date d'échéance de la première tranche de paiement, les intérêts courus seront calculés au taux initial d'intérêt fixé dans la IIème Partie du présent Accord. Par la suite, les intérêts courus seront calculés au taux d'intérêt définitif fixé dans la IIème Partie du présent Accord.

4. Le Gouvernement du pays importateur déposera les fonds qui lui sont acquis par la suite de la vente de produits financés aux termes du présent Accord (lors de la vente de produits dans le pays importateur) dans un compte spécial à son nom, qui sera utilisé dans le seul but de maintenir les fonds compris par ce Paragraphe. Les retraits de sommes de ce compte seront faits aux fins de développement économique telles que spécifiées dans la deuxième Partie du présent Accord conformément aux procédures agréant à la fois aux deux Gouvernements. Le montant total du dépôt effectué conformément au présent Paragraphe ne devra pas être inférieur à la somme en monnaie locale équivalente au déboursement en dollars effectué par le Gouvernement du pays exportateur par la suite du financement de la vente des produits, y compris les frais de transport maritime y afférents, à l'exclusion du fret différentiel.

Le taux de change devant servir de base au calcul de cette équivalence en monnaie locale sera le taux auquel l'autorité monétaire centrale du pays importateur, ou son représentant autorisé, vend des devises étrangères en échange de monnaie locale à l'occasion de l'importation commerciale de produits identiques. Tous fonds ainsi acquis et prêtés par le Gouvernement du pays importateur à des organisations privées ou non gouvernementales le seront à un taux d'intérêt approximativement équivalent aux taux appliqués à des prêts semblables dans le pays importateur. Le Gouvernement du pays importateur fournira, sous une forme et à un moment requis par le Gouvernement du pays exportateur, et à raison d'au moins une fois par an, des rapports contenant tous les renseignements utiles en ce qui concerne l'accumulation et l'utilisation de ces sommes y compris les renseignements relatifs aux programmes pour lesquels ces sommes sont utilisées, et, lorsque ces sommes sont utilisées pour des prêts, le taux d'intérêt en vigueur pour des prêts semblables accordés dans le pays importateur.

5. Le calcul du paiement initial tel que précisé dans la Partie I, Article II, A, du présent Accord, et de tous les paiements du principal

et de l'intérêt aux termes des Paragraphes 2 et 3 de la présente Annexe, seront effectués en dollars des Etats-Unis.

6. Tous les paiements seront effectués en dollars des Etats-Unis, ou, si le Gouvernement du pays exportateur le décide,

- a) Les paiements seront effectués en monnaie locale au taux de change tels que spécifiés dans la Partie I, Article III, G du présent Accord, en vigueur à la date du paiement, et seront, au choix du Gouvernement du pays exportateur, convertis en dollars des Etats-Unis au même taux de change, ou utilisés par le Gouvernement du pays exportateur en vue du paiement de ses obligations dans le pays importateur, ou
- b) Les paiements seront effectués en monnaie aisément convertible d'un pays tiers à un taux de change convenu de commun accord, et seront utilisés par le Gouvernement du pays exportateur en vue du paiement de ses obligations.

SAINT LUCIA

Investment Guaranties

*Agreement signed at Castries August 9, 1968;
Entered into force August 9, 1968.*

INVESTMENT GUARANTY AGREEMENT

The Government of the United States of America (the "Guaranteeing Government") and the Government of Saint Lucia (the "Host Government");

Seeking to encourage private investments in projects which will contribute to the development of Saint Lucia's economic resources and productive capacities through investment guaranties issued by the Guaranteeing Government,

Have agreed as follows:

1. When nationals of the Guaranteeing Government propose to invest with the assistance of guaranties issued pursuant to this Agreement in a project or activity within the territorial jurisdiction of the Host Government, the two Governments shall, upon the request of either, consult respecting the nature of the project or activity and its contribution to economic and social development in Saint Lucia.
2. The procedures set forth in this Agreement shall apply only with respect to guaranteed investments in projects or activities approved by the Host Government.
3. If the Guaranteeing Government makes payment to any investor under a guaranty issued pursuant to the present Agreement, the Host Government shall, subject to the provisions of the following paragraph, recognize the transfer to the Guaranteeing Government of any currency, credits, assets, or investment on account of which payment under such guaranty is made as well as the succession of the Guaranteeing Government to any right, title, claim, privilege, or cause of action existing, or which may arise, in connection therewith.
4. To the extent that the laws of the Host Government partially or wholly invalidate the acquisition of any interests in any property within its national territory by the Guaranteeing Government, the Host Government shall permit such investor and the Guaranteeing Government to make appropriate arrangements pursuant to which such interests are transferred to an entity permitted to own such

interests under the laws of the Host Government. The Guaranteeing Government shall assert no greater rights than those of the transferring investor under the laws of the Host Government with respect to any interests transferred or succeeded to as contemplated in paragraph 3. The Guaranteeing Government does, however, reserve its rights to assert a claim in its sovereign capacity in the eventuality of a denial of justice or other question of state responsibility as defined in international law.

5. Amounts in the lawful currency of the Host Government and credits thereof acquired by the Guaranteeing Government under such guarantees shall be accorded treatment neither less nor more favorable than that accorded to funds of nationals of the Guaranteeing Government deriving from investment activities like those in which the investor has been engaged, and such amounts and credits shall be freely available to the Guaranteeing Government to meet its expenditures in the national territory of the Host Government.

6. (a) Differences between the two Governments concerning the interpretation of the provisions of this Agreement shall be settled, insofar as possible, through negotiations between the two Governments. If such a difference cannot be resolved within a period of three months following the request for such negotiations, it shall be submitted, at the request of either Government, to an ad hoc arbitral tribunal for settlement in accordance with the applicable principles and rules of public international law. The arbitral tribunal shall be established as follows: Each Government shall appoint one arbitrator; these two arbitrators shall designate a President by common agreement who shall be a citizen of a third State and be appointed by the two Governments. The arbitrators shall be appointed within two months and the President within three months of the date of receipt of either Government's request for arbitration. If the foregoing time limits are not met, either Government may, in the absence of any other agreement, request the President of the International Court of Justice to make the necessary appointment or appointments, and both Governments agree to accept such appointment or appointments. The arbitral tribunal shall decide by majority vote. Its decision shall be binding. Each of the Governments shall pay the expense of its member and its representation in the proceedings before the arbitral tribunal; the expenses of the President and the other costs shall be paid in equal parts by the two Governments. The arbitral tribunal may adopt other regulations concerning the costs. In all other matters, the arbitral tribunal shall regulate its own procedures.

(b) Any claim, arising out of investments guaranteed in accordance with this Agreement, against either of the two Governments, which, in the opinion of the other, presents a question of public international law shall, at the request of the Government presenting the claim, be submitted to negotiations. If at the end of three months fol-

lowing the request for negotiations the two Governments have not resolved the claim by mutual agreement, the claim, including the question of whether it presents a question of public international law, shall be submitted for settlement to an arbitral tribunal selected in accordance with paragraph (a) above. The arbitral tribunal shall base its decision exclusively on the applicable principles and rules of public international law. Only the respective Governments may request the arbitral procedure and participate in it.

7. This Agreement shall continue in force until six months from the date of receipt of a note by which one Government informs the other of an intent no longer to be party to the Agreement. In such event, the provisions of the Agreement with respect to guarantees issued while the Agreement was in force shall remain in force for the duration of those guarantees, in no case longer than twenty years after the denunciation of the Agreement.

8. This Agreement shall enter into force on the date of signature.

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

DONE at Castries, Saint Lucia, in duplicate, this ninth day of August 1968.

FOR THE GOVERNMENT OF THE
UNITED STATES OF AMERICA:

FREDRIC R. MANN

*United States Special
Representative*

FOR THE GOVERNMENT OF
SAINT LUCIA:

HUNTER J. FRANÇOIS

Ag. Premier

ISRAEL
Agricultural Commodities

*Agreement signed at Washington August 19, 1968;
Entered into force August 19, 1968.*

**AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED
STATES OF AMERICA AND THE GOVERNMENT OF ISRAEL**

The Government of the United States of America and the Government of Israel have agreed to the sales of agricultural commodities specified below. This agreement shall consist of the Preamble, Parts I and III, and the Dollar Credit Annex of the Agreement signed August 4, 1967,[¹] together with the following Part II:

PART II – PARTICULAR PROVISIONS

ITEM I. Commodity Table:

| <u>Commodity</u> | <u>Supply Period</u> (United States Calendar Year) | <u>Approximate Maximum Quantity</u> (Metric Tons) | <u>Maximum Export Market Value</u> (Millions) |
|-------------------------------------|--|--|--|
| Wheat and/or wheat flour | 1968 | 70,000 | \$ 4.4 |
| Ocean Transportation (Estimated) | | | .2 |
| | | TOTAL | \$ 4.6 |

ITEM II. Payment Terms:

Dollar Credit

1. Initial Payment – 5 percent.
2. Number of Installment Payments – 19.
3. Amount of each Installment Payment – Approximately equal annual amounts.
4. Due Date of First Installment Payment – Two years after the date of last delivery of commodities in any calendar year.
5. Initial Interest Rate – 2 percent.
6. Continuing Interest Rate – 2½ percent.

¹ TIAS 6314; 18 UST 1684.

ITEM III. Usual Marketing Table:

| <u>Commodity</u> | <u>Import Period</u> (United States Calendar Year) | <u>Usual Marketing Requirement</u> (Metric Tons) |
|--------------------------|--|---|
| Wheat and/or wheat flour | 1968 | 130,000 |

ITEM IV. Export Limitations:**A. Export Limitation Period**

With respect to each commodity financed under this agreement, the export limitation period for the same or like commodity shall be United States calendar year 1968 or any subsequent United States calendar year during which said commodity financed under this agreement is being imported and utilized.

B. For the purposes of Part I, Article III A3, of the agreement the commodities considered to be the same as, or like, the commodity imported under this agreement are wheat, wheat flour, bran, bulgur and/or rolled wheat.

ITEM V. Self-Help Measures:

As part of a continuing policy of strong efforts to encourage agricultural self-help, the Government of Israel is undertaking to:

1. Further increase food production through intensive use of existing croplands;
2. Improve the facilities for the storage and distribution of food commodities; and
3. Continue emphasis on adaptive research to develop new high yielding crop varieties.

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

For purposes specified in Item V and for other economic development purposes as may be mutually agreed upon.

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

Done at Washington, in duplicate, this nineteenth day of August, 1968.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA:

LUCIUS D. BATTLE

FOR THE GOVERNMENT OF ISRAEL:

Y. RABIN

MULTILATERAL

International Exhibitions

*Convention done at Paris November 22, 1928;
And protocol modifying the convention
Done at Paris May 10, 1948;
Accession to the convention and protocol advised by the Senate
of the United States of America April 30, 1968;
Accession approved by the President of the United States of
America May 6, 1968;
Accession of the United States of America deposited with the
Government of France on May 24, 1968;
Proclaimed by the President of the United States of America
August 17, 1968;
Entered into force with respect to the United States of America
June 24, 1968.*

BY THE PRESIDENT OF THE UNITED STATES OF AMERICA

A PROCLAMATION

WHEREAS a convention relating to international exhibitions was signed at Paris on November 22, 1928, and a protocol modifying the convention was signed at Paris on May 10, 1948, the texts of which convention and protocol, in the French language, are word for word as follows:

CONVENTION

CONCERNANT

LES EXPOSITIONS INTERNATIONALES.^[1]

—
PARIS, 22 NOVEMBRE 1928.

—

Les soussignés, plénipotentiaires des Gouvernements ci-après énumérés, s'étant réunis en conférence à Paris, du 12 au 22 novembre 1928, sont convenus, d'un commun accord et sous réserve de ratification, des dispositions suivantes :

TITRE PREMIER.

DÉFINITIONS.

ARTICLE PREMIER.

Les dispositions de la présente Convention ne s'appliquent qu'aux expositions internationales officielles ou officiellement reconnues.

Est considérée comme exposition internationale officielle ou officiellement reconnue toute manifestation, quelle que soit sa dénomination à laquelle des pays étrangers sont invités par la voie diplomatique,—qui a, en général, un caractère non périodique, dont le but principal est de faire apparaître les progrès accomplis par les différents pays dans une ou plusieurs branches de la production, et dans laquelle il n'est fait, en principe, aucune différence entre acheteurs ou visiteurs pour l'entrée dans les locaux de l'exposition.

Ne sont pas soumises aux dispositions de ladite Convention :

- 1° Les expositions d'une durée de moins de trois semaines;
- 2° Les expositions scientifiques organisées à l'occasion de congrès internationaux, à condition que leur durée ne dépasse pas celle prévue au n° 1;
- 3° Les expositions des beaux-arts;
- 4° Les expositions organisées par un seul pays dans un autre pays, su l'invitation de celui-ci.

¹ For English translation, see p. 5954. [Footnote added by the Department of State.]

Les pays contractants sont d'accord pour refuser aux expositions internationales qui, tombant sous l'application de la présente Convention, ne rempliraient pas les obligations qui y sont prévues, le patronage et les subventions de l'État, ainsi que les autres avantages prévus aux titres III, IV et V ci-après.

ARTICLE 2.

Une exposition est générale lorsqu'elle comprend les produits de l'activité humaine appartenant à plusieurs branches de la production ou qu'elle est organisée en vue de faire ressortir l'ensemble des progrès réalisés dans un domaine déterminé, tel que l'hygiène, les arts appliqués, le confort moderne, le développement colonial, etc.

Elle est spéciale quand elle n'intéresse qu'une seule science appliquée (électricité, optique, chimie, etc.), une seule technique (textile, fonderie, arts graphiques, etc.), une seule matière première (cuirs et peaux, soie, nickel, etc.), un seul besoin élémentaire (chauffage, alimentation, transport, etc.).

Il sera établi par les soins du Bureau international prévu à l'article 10, une classification des expositions qui servira de base pour déterminer les professions et les objets pouvant prendre place dans une exposition spéciale en vertu de l'alinéa précédent. Cette liste pourra être revisée tous les ans.

ARTICLE 3.

La durée des expositions internationales ne doit pas dépasser six mois; néanmoins le Bureau international peut autoriser une exposition générale pour une durée supérieure, laquelle ne saurait, en aucun cas, dépasser douze mois.

TITRE II.

FRÉQUENCE DES EXPOSITIONS.

ARTICLE 4.

La fréquence des expositions internationales visées par la présente Convention est réglementée selon les principes suivants :

Les expositions générales sont rangées en deux catégories :

Première catégorie : les expositions générales qui entraînent pour les pays invités l'obligation de construire des pavillons nationaux ;

Deuxième catégorie : les expositions générales qui n'entraînent pas pour les pays invités l'obligation précitée.

Dans un même pays, il ne peut être organisé, au cours d'une période de quinze années, plus d'une exposition générale de première catégorie; un intervalle de dix années doit séparer deux expositions générales de toute catégorie.

Aucun pays contractant ne peut organiser de participation à une exposition générale de première catégorie que dans le cas où cette exposition suivrait d'au moins six années l'exposition générale de première catégorie précédente. Il ne peut organiser de participation à une exposition générale de deuxième catégorie que si celle-ci est séparée de l'exposition générale qui l'a précédée par un intervalle de deux ans. Cet intervalle est porté à quatre ans lorsqu'il s'agit d'expositions de même nature.

Les délais prévus au paragraphe précédent sont appliqués sans qu'il y ait lieu de faire de distinction entre les expositions organisées par un pays adhérent ou non à la Convention.

Des expositions spéciales de même nature ne peuvent se tenir en même temps sur les territoires des pays contractants. Un délai de cinq ans est obligatoire pour qu'elles puissent se renouveler dans un même pays. Toutefois, le Bureau international peut réduire exceptionnellement ce dernier délai jusqu'à un minimum de trois années, lorsqu'il estime que ce délai est justifié par l'évolution rapide de telle ou telle branche de la production. La même réduction de délai peut être accordée aux expositions qui se tiennent déjà traditionnellement dans certains pays à un intervalle inférieur à cinq années.

Des expositions spéciales de nature différente ne peuvent avoir lieu dans un même pays à moins de trois mois d'intervalle.

Les délais mentionnés dans le présent article ont pour point de départ la date d'ouverture de l'exposition.

ARTICLE 5.

Le pays contractant sur le territoire duquel est organisée une exposition conforme aux dispositions de la présente Convention doit, sous réserve de l'Article 8 ci-après, adresser par la voie diplomatique une invitation aux pays étrangers:

Trois ans à l'avance quand il s'agit d'expositions générales de la première catégorie;

Deux ans à l'avance pour les expositions générales de la deuxième catégorie;

Un an à l'avance pour les expositions spéciales.

Aucun Gouvernement ne peut organiser ou patronner une participation à une exposition internationale si l'invitation ci-dessus n'a pas été adressée.

ARTICLE 6.

Lorsque plusieurs pays seront en concurrence entre eux pour l'organisation d'une exposition internationale, ils procéderont à un échange de vues afin de déterminer le pays qui obtiendra le privilège de l'organisation.

Au cas où l'accord ne pourrait intervenir, ils demanderont l'arbitrage du Bureau international, qui tiendra compte des considérations invoquées et notamment des

raisons spéciales de nature historique ou morale, de la période écoulée depuis la dernière exposition et du nombre de manifestations déjà organisées par les pays concurrents.

ARTICLE 7.

Lorsqu'une exposition répondant aux caractéristiques des manifestations définies par l'article 1^{er} est organisée dans un pays non adhérent à la présente Convention, les pays contractants, avant d'accepter l'invitation à cette exposition, demanderont l'avis du Bureau international.

Ils ne donneront pas leur adhésion à l'exposition projetée si elle ne présente pas les mêmes garanties que celles exigées par la présente Convention ou tout au moins des garanties suffisantes. En cas de simultanéité de date entre une exposition organisée par un pays contractant et celle organisée par un pays non contractant, les autres pays contractants donneront de préférence, à moins de circonstances exceptionnelles, leur adhésion à la première.

ARTICLE 8.

Les pays qui veulent organiser une exposition visée par la présente Convention doivent adresser au Bureau international, six mois au moins avant les délais d'invitation fixés à l'article 5, une demande tendant à obtenir l'enregistrement de cette exposition. Cette demande comportera l'indication du titre de l'exposition et de sa durée; elle sera accompagnée de la classification, du règlement général, du règlement du jury et de tous les documents indiquant les mesures envisagées pour assurer la sécurité des personnes et des constructions, la protection de la propriété industrielle et artistique et pour satisfaire aux obligations prévues aux titres IV et V. Le Bureau n'accorde l'enregistrement que si l'exposition remplit les conditions de la présente Convention.

Aucun pays contractant n'acceptera l'invitation de participer à une exposition visée par la présente Convention si cette invitation ne fait pas mention que l'enregistrement a été accordé.

Toutefois les pays contractants qui ont reçu cette invitation restent entièrement libres de ne pas participer à une exposition organisée en conformité des stipulations de la présente Convention.

ARTICLE 9.

Quand un pays aura renoncé à organiser une exposition qu'il avait projetée et qui avait obtenu l'enregistrement, le Bureau international décidera de la date à laquelle il pourra être admis à concourir à nouveau avec les autres pays pour l'organisation d'une autre exposition.

TITRE III.

BUREAU INTERNATIONAL DES EXPOSITIONS.

ARTICLE 10.

Il est institué un Bureau international des Expositions chargé de veiller à l'application de la Convention. Ce Bureau comprend un Conseil d'administration assisté d'une Commission de classification, et un Directeur dont la nomination et les attributions sont fixées par le règlement prévu à l'article suivant.

La première réunion du Conseil d'administration du Bureau international sera convoquée à Paris par le Gouvernement de la République française dans l'année qui suivra la mise en vigueur de la Convention. Au cours de cette réunion le Conseil fixera le siège du Bureau international et élira le Directeur.

ARTICLE 11.

Le Conseil d'administration est composé de membres désignés par les pays contractants à raison de un à trois par pays. Il est autorisé à s'adjointre, à titre consultatif, deux ou trois membres de la Chambre de commerce internationale désignés par cette chambre.

Le Conseil statue sur toutes les questions pour lesquelles la présente Convention lui attribue compétence; il discute et adopte les règlements relatifs à l'organisation et au fonctionnement intérieur du Bureau international. Il arrête le budget des recettes et des dépenses, contrôle et approuve les comptes.

ARTICLE 12.

Tout pays, quel que soit le nombre de ses délégués, dispose d'une voix au sein du Conseil. Tout pays peut confier sa représentation à la délégation d'un autre pays qui, dans ce cas, dispose d'un nombre de voix égal au nombre des pays qu'il représente. Un quorum des deux tiers des pays représentés au Conseil est requis pour la validité des délibérations.

Les votes ont lieu à la majorité absolue, sauf dans les cas suivants :

- 1° Établissement du règlement;
- 2° Augmentation du budget;
- 3° Rejet d'une requête présentée par un pays contractant ou admission d'une requête lorsque plusieurs pays sont en concurrence;
- 4° Autorisation d'une exposition générale pour une durée supérieure à six mois.

Dans ces quatre cas, une majorité des deux tiers des pays représentés au Bureau international est requise.

ARTICLE 13.

La Commission de classification est composée des représentants de douze pays contractants, nommés par leur Gouvernement.

Ces pays sont désignés pour moitié par le Bureau international ; l'autre moitié fait l'objet d'un roulement dans des conditions déterminées par le règlement du Bureau.

La Commission peut s'adjoindre, à titre consultatif, un ou deux membres de la Chambre de Commerce internationale désignés par cette Chambre.

Cette Commission soumet à l'approbation du Conseil d'administration la classification prévue à l'article 2 et les modifications qui pourraient y être apportées. Pour l'application des délais prévus à l'article 4, elle donne son avis sur la question de savoir si une exposition soumise à l'enregistrement est spéciale ou générale et, si, malgré son titre et sa classification, elle n'est pas de même nature qu'une exposition précédente ou qu'une exposition spéciale qui s'organise à la même date.

ARTICLE 14.

Le budget du Bureau est provisoirement fixé à 4.000 livres sterling. Les dépenses du Bureau sont supportées par les pays contractants dont les parts contributives sont déterminées de la manière suivante : la part des pays membres de la Société des Nations est déterminée en proportion de la contribution que ces pays versent à la Société des Nations. Sauf le cas d'augmentation du budget ci-dessus fixé, la part des pays les plus imposés ne peut dépasser 500 livres sterling. Les pays qui ne sont pas membres de la Société des Nations désignent, en tenant compte de leur développement économique, un pays membre de la Société des Nations, et leur part est égale à celle qui est versée par le pays ainsi désigné.

Le Conseil d'administration peut en outre autoriser la perception de toutes autres recettes en rémunération des services rendus aux groupements ou aux particuliers.

TITRE IV.**OBLIGATIONS DU PAYS QUI INVITE ET DES PAYS PARTICIPANTS.****ARTICLE 15.**

Le Gouvernement qui invite à une exposition internationale doit nommer un Commissaire du Gouvernement ou un Délégué chargé de le représenter et de garantir l'exécution des engagements pris vis-à-vis des participants étrangers. Le Commissaire ou le Délégué doit en outre prendre toutes mesures utiles pour la sauvegarde matérielle des objets exposés.

ARTICLE 16.

Les Gouvernements des pays participants doivent nommer des Commissaires ou Délégués pour les représenter et veiller au respect des règlements édictés à l'occasion de la manifestation.

Les Commissaires ou délégués sont seuls chargés de régler l'attribution ou la répartition des emplacements entre les exposants dans les pavillons de leurs pays et dans les sections nationales.

ARTICLE 17.

Dans une exposition générale, il ne peut être perçu par l'Administration aucune taxe pour les emplacements couverts et découverts prévus au programme de l'Exposition et attribués à chaque pays participant.

ARTICLE 18.

Dans toute exposition visée par la présente Convention, les objets étrangers passibles de droits de douane et taxes sont admis en franchise temporaire à condition d'être réexportés. Un certificat de l'expéditeur accompagnant les marchandises atteste le nombre et la nature, les marques et numéros des colis ainsi que la dénomination commerciale des produits, leurs poids, origine et valeur. Les objets sont dédouanés dans les locaux de l'Exposition sans être soumis à un examen douanier à la frontière. Les dispositions précédentes sont applicables sous réserve des règlements douaniers du pays organisateur de l'Exposition.

Lorsque d'après la législation nationale du pays qui invite, un cautionnement est nécessaire pour l'obtention de la franchise temporaire prévue au paragraphe précédent, le cautionnement donné par le Commissaire de chaque pays participant au nom de ses exposants sera considéré comme une garantie suffisante pour le paiement des droits de douane et des autres droits et taxes frappant les objets exposés qui ne seraient pas réexportés après la clôture de l'Exposition dans les délais fixés.

Sont exclus du bénéfice de la franchise temporaire de droits les stocks de marchandises qui ne constituent pas des échantillons proprement dits et qui sont importés dans le seul but d'être mis en vente au cours de l'Exposition.

En cas de destruction totale ou partielle des objets exposés, l'exposant bénéficie de la franchise :

1° S'il justifie que les quantités non représentées ou que les objets détériorés ont été utilisés pour les services de l'Exposition ou ne peuvent plus être vendus en raison de leur nature périssable ;

et 2° si le tarif douanier ne frappe d'aucune taxe ou droit d'entrée les objets détériorés ou inutilisables.

Ce bénéfice ne sera pas accordé lorsque les objets auront été livrés à la consommation à laquelle ils sont normalement destinés.

Les justifications prévues à l'alinéa 4 sont présentées par le Commissaire ou le Délégué du pays auquel ressortit l'exposant; la décision appartient à l'Administration du pays où l'exposition a lieu.

Doivent être considérés comme objets destinés à l'exposition pour l'application des dispositions qui précèdent :

1° Les matériaux de construction, même s'ils sont importés à l'état de matière première destinée à être travaillée après l'arrivée dans le pays où l'exposition a lieu;

2° Les outils, le matériel de transport pour les travaux de l'exposition;

3° Les objets servant à la décoration intérieure et extérieure des locaux, stands, étalages des exposants;

4° Les objets servant à la décoration et à l'ameublement des locaux affectés aux commissaires ou délégués des pays participants, ainsi que les articles de bureau destinés à leur usage;

5° Les objets et produits employés aux installations et au fonctionnement des machines ou appareils exposés;

6° Les échantillons nécessaires aux jurys pour l'appréciation et le jugement des objets exposés, sous réserve de la production d'une attestation du Commissaire de la section mentionnant la nature et la quantité des objets consommés.

En outre, sont exonérés de droits :

1° Les catalogues, brochures et affiches officiels, illustrés ou non, publiés par les pays participant à l'Exposition;

2° Les catalogues, brochures, affiches et toutes autres publications, illustrés ou non, distribués gratuitement par les exposants des objets étrangers dans l'enceinte de l'exposition et seulement pendant sa durée.

Les dispositions du présent article ne s'appliquent pas aux objets qui, par suite de la législation du pays organisateur, font partie d'un monopole d'Etat ou dont la vente est défendue ou réglementée par licence, sauf sous des conditions prescrites par le Gouvernement de ce pays. Toutefois l'exposition de ces produits reste autorisée, sous réserve des mesures de contrôle en vue d'en interdire la vente.

ARTICLE 19.

Le règlement de toute Exposition internationale doit comporter une clause qui donne à l'exposant le droit de retirer sa déclaration de participation, dans le cas où une aggravation des droits applicables aux produits de cet exposant interviendrait après l'acceptation de participer à l'Exposition.

ARTICLE 20.

A l'issue de l'exposition, l'exposant peut, si toutefois la législation du pays où a lieu l'exposition ne s'y oppose pas, vendre et livrer les échantillons exposés. Dans ce cas, il n'est pas assujetti à d'autres taxes que celles qu'il aurait à acquitter dans le cas d'importation directe.

ARTICLE 21.

Dans une exposition internationale, il ne peut être fait usage, pour désigner un groupe ou un établissement, d'une appellation géographique se rapportant à un pays participant qu'avec l'autorisation du Commissaire ou délégué de ce pays.

En cas de non-participation de pays contractants, de telles interdictions sont prononcées par l'Administration de l'Exposition sur la demande des Gouvernements intéressés.

ARTICLE 22.

Dans une exposition, ne sont considérées comme nationales et, en conséquence, ne peuvent être désignées sous cette dénomination que les sections constituées sous l'autorité d'un Commissaire ou d'un Délégué nommé conformément aux articles 15 et 16 par le Gouvernement du pays organisateur ou participant.

ARTICLE 23.

La section nationale d'un pays ne peut comprendre que les objets appartenant à ce pays.

Toutefois, peut y figurer, avec l'autorisation du Commissaire ou du Délégué du pays intéressé, un objet appartenant à un autre pays, à condition qu'il ne serve qu'à compléter l'installation, qu'il soit sans influence sur l'attribution de la récompense à l'objet principal et, qu'à ce titre, il ne bénéficie lui-même d'aucune récompense.

Sont considérés comme appartenant à l'industrie et à l'agriculture d'un pays, les objets qui ont été extraits de son sol, récoltés ou fabriqués sur son territoire.

ARTICLE 24.

A moins de dispositions contraires dans la législation du pays organisateur, il ne doit en principe être concédé, dans une exposition, aucun monopole de quelque nature qu'il soit. Toutefois, l'Administration de l'exposition pourra, si elle le juge indispensable, accorder les monopoles suivants : éclairage, chauffage, dédouanement,

manutention et publicité à l'intérieur de l'exposition. Dans ce cas, elle aura à remplir les conditions suivantes :

1° Indiquer l'existence de ce ou ces monopoles dans le règlement de l'exposition et dans le bulletin d'adhésion à faire signer par les exposants ;

2° Assurer l'usage des services monopolisés aux exposants aux conditions habituellement appliquées dans le pays ;

3° Ne limiter en aucun cas les pouvoirs des Commissaires dans leurs sections respectives.

Le Commissaire du pays organisateur prendra toute mesure pour que les tarifs de main-d'œuvre demandés aux pays participants ne soient pas plus élevés que ceux demandés à l'Administration du pays organisateur.

ARTICLE 25.

Chaque pays où a lieu une exposition internationale offrira ses bons offices pour obtenir de ses administrations, compagnies et entreprises de chemins de fer, de navigation ou d'aviation, des facilités de transport, au profit des objets destinés à cette exposition.

ARTICLE 26.

Chaque pays usera de tous les moyens qui, d'après sa législation, lui paraîtront les plus opportuns, pour agir contre les promoteurs d'expositions fictives ou d'expositions auxquelles les participants sont frauduleusement attirés par des promesses, annonces ou réclames mensongères.

TITRE V. RÉCOMPENSES.

ARTICLE 27.

Le règlement général de l'exposition devra indiquer si, indépendamment des brevets de participation qui peuvent toujours être accordés, des récompenses seront ou non décernées aux exposants. Dans le cas où des récompenses seraient prévues, leur attribution peut être limitée à certaines classes.

Avant l'ouverture de l'exposition, les exposants qui y prennent part soit dans les sections, soit dans leur pavillon national et qui voudraient rester en dehors de l'attribution des récompenses en feront la déclaration à l'administration de l'exposition, par l'entremise de leurs Commissaires ou Délégués.

Les membres du jury restent obligatoirement en dehors de l'attribution des récompenses.

ARTICLE 28.

La participation à une exposition est libre ou soumise à une admission préalable.

La participation est libre, lorsque tous les objets peuvent être admis à l'exposition sous la réserve que l'exposant ait souscrit en temps voulu le bulletin d'adhésion et rempli les conditions générales établies pour cette adhésion.

La participation est soumise à une admission préalable, lorsque le règlement général édicte que les objets appelés à figurer dans l'exposition doivent satisfaire à certaines conditions spéciales, telles que la bonne fabrication ou l'originalité.

Dans ce cas, le règlement fera connaître les procédés que le pays organisateur aura adoptés pour effectuer l'admission des objets dans sa section nationale afin de permettre aux pays invités de s'y référer, chaque pays gardant la faculté d'appliquer ces procédés selon son appréciation.

ARTICLE 29.

L'appréciation et le jugement des objets exposés sont confiés à un jury international, constitué en conformité des règles suivantes :

1° Chaque pays est représenté dans le jury en proportion de la part qu'il prend à l'exposition, en tenant surtout compte du nombre des exposants, non compris les collaborateurs et coopérateurs, et de la superficie qu'ils occupent.

Chaque pays a droit à un juré au moins dans toute classe où ses produits sont exposés, sauf dans le cas où l'Administration de l'exposition et le Commissaire ou Délégué du pays intéressé sont d'accord pour reconnaître que cette représentation n'est pas justifiée par l'importance de sa participation dans cette classe.

Aucun pays ne peut avoir plus de sept jurés dans une même classe; toutefois cette limitation n'est pas applicable aux classes de l'alimentation liquide et solide;

2° Les fonctions de juré doivent être attribuées à des personnes possédant les connaissances techniques nécessaires;

3° Les jurés ne peuvent être investis de leurs fonctions qu'avec l'agrément de leur gouvernement;

4° Le jury comporte trois degrés de juridiction ou instances.

ARTICLE 30.

Les récompenses se divisent en cinq catégories :

1° Grands prix;

2° Diplômes d'honneur;

3° Médailles d'or;

4° Médailles d'argent;

5° Médailles de bronze.

En outre, il peut être attribué, sur la proposition des exposants récompensés ou membres du jury, des diplômes à leurs collaborateurs ou coopérateurs.

La qualité de membre du jury peut être mentionnée par le titulaire de cette fonction dans tous les cas où les exposants sont autorisés à rappeler leurs récompenses.

La qualification de « hors concours » est désormais interdite tant pour les membres du jury que pour les exposants qui ont demandé à rester en dehors de l'attribution des récompenses.

ARTICLE 31.

Le palmarès de l'Exposition sera enregistré au Bureau international. Les lauréats ne pourront se prévaloir des récompenses accordées qu'à la condition de mentionner, après la récompense, le titre exact de l'exposition. Ils seront autorisés à ajouter à cette mention le monogramme du Bureau international. Le Bureau international des Expositions fera connaître au Bureau international de la Propriété industrielle à Berne, les expositions enregistrées et lui fera parvenir les palmarès. .

ARTICLE 32.

Il sera établi, par les soins du Bureau international, des règlements type fixant les conditions générales de composition et de fonctionnement des jurys et déterminant le mode d'attribution des récompenses. L'adoption en sera recommandée aux pays organisateurs.

TITRE VI.

DISPOSITIONS FINALES.

ARTICLE 33.

La présente Convention sera ratifiée.

a. Chaque Gouvernement, dès qu'il sera prêt au dépôt des ratifications, en informera le Gouvernement français. Dès que sept Gouvernements se seront déclarés prêts à effectuer ce dépôt, il y sera procédé au cours du mois qui suivra la réception de la dernière déclaration par le Gouvernement français et au jour fixé par ledit Gouvernement.

b. Les ratifications seront déposées dans les archives du Gouvernement français:

c. Le dépôt des ratifications sera constaté par un procès-verbal signé par les représentants des pays qui y prennent part et par le Ministre des Affaires étrangères de la République française.

d. Les Gouvernements des pays signataires qui n'auront pas été en mesure de déposer l'instrument de ratification dans les conditions prescrites au paragraphe a du présent article pourront le faire ultérieurement au moyen d'une notification écrite adressée au Gouvernement de la République française et accompagnée de l'instrument des ratifications.

e. Copie certifiée conforme du procès-verbal relatif au premier dépôt de ratification et des notifications mentionnées à l'alinéa précédent sera immédiatement, par les soins du Gouvernement français et par la voie diplomatique, remise aux Gouvernements qui ont signé la présente Convention ou y ont adhéré. Dans le cas visé par l'alinéa précédent, le Gouvernement français fera connaître en même temps la date à laquelle il aura reçu la notification.

ARTICLE 34.

a. La présente Convention ne s'applique de plein droit qu'aux territoires métropolitains des pays contractants;

b. Si un pays en désire la mise en vigueur dans ses colonies, protectorats, territoires d'outre-mer et territoires sous suzeraineté ou sous mandat, son intention sera mentionnée dans l'instrument même de ratification ou sera l'objet d'une notification adressée par écrit au Gouvernement français, laquelle sera déposée dans les archives de ce Gouvernement.

Si ce procédé est choisi, le Gouvernement français transmettra aux Gouvernements des pays signataires et adhérents, copie certifiée conforme de la notification, en indiquant la date à laquelle elle a été reçue;

c. Les expositions qui ne comprennent que les produits de la métropole et des colonies, protectorats, territoires d'outre-mer et territoires sous suzeraineté ou sous mandat, sont considérées comme expositions nationales, et par suite non visées par la présente Convention, sans qu'il y ait lieu de rechercher si cette Convention a été étendue à ces territoires.

ARTICLE 35.

a. Après l'entrée en vigueur de la présente convention tout pays non signataire pourra y adhérer à toute époque.

b. A cet effet, il notifiera, par écrit et par la voie diplomatique, au Gouvernement français son adhésion, qui sera déposée dans les archives de ce Gouvernement.

c. Le Gouvernement français transmettra immédiatement aux Gouvernements des pays signataires et adhérents copie certifiée conforme de la notification, en indiquant la date à laquelle elle a été reçue.

ARTICLE 36.

La présente Convention produira effet, pour les pays contractants qui auront participé au premier dépôt des ratifications, un mois après la date du procès-verbal. Pour les pays qui la ratifieront ultérieurement ou qui y adhéreront ainsi que pour les colonies, protectorats, territoires d'outre-mer et territoires sous suzeraineté ou sous mandat non mentionnés dans les instruments de ratification, la Convention produira effet un mois après la date de réception des notifications prévues aux articles 33, alinéa *d*; 34, alinéa *b*; 35, alinéa *b*.

ARTICLE 37.

Les pays contractants ne peuvent pas dénoncer la présente Convention avant un délai de cinq ans à compter de son entrée en vigueur.

La dénonciation pourra alors être effectuée à toute époque par une notification adressée au Gouvernement de la République française. Elle produira ses effets un an après la date de réception de cette notification. Copie certifiée conforme de la notification, avec indication de la date à laquelle elle a été reçue, sera immédiatement transmise par le Gouvernement de la République française aux Gouvernements des pays signataires et adhérents.

Les dispositions du présent article s'appliquent également aux colonies, protectorats, territoires d'outre-mer, territoires sous suzeraineté ou sous mandat.

ARTICLE 38.

Si, par suite de dénonciations, le nombre des pays contractants était réduit à moins de sept, le Gouvernement de la République française convoquerait aussitôt une Conférence internationale pour convenir de toutes mesures à prendre.

ARTICLE 39.

Le Gouvernement de la République française communiquera également au Bureau international, copie de toutes ratifications, adhésions et dénonciations.

ARTICLE 40.

La présente Convention pourra être signée à Paris jusqu'au 30 avril 1929.

EN FOI DE QUOI les Plénipotentiaires ci-après désignés ont signé la présente Convention.

FAIT A PARIS, le vingt-deux Novembre mil neuf cent vingt-huit, en un seul exemplaire qui restera déposé dans les archives du Gouvernement de la République française et dont des copies certifiées conformes seront remises par la voie diplomatique à tous gouvernements des pays représentés à la Conférence de Paris.

Pour l'ALBANIE :

Dr STAVRO STAVRI.

Pour l'ALLEMAGNE :

Dr PETER MATHIES.

EMIL WIEHL.

Dr HANNS HELMAN.

Pour l'AUSTRALIE :

F. C. FARAKER.

Pour l'AUTRICHE :

GRUNBERGER.

Pour la BELGIQUE :

E. de GAIFFIER.

Pour le BRESIL :

F. GUIMARAES.

Pour le CANADA :

PHILIPPE ROY.

Pour la COLOMBIE :

JOSE de la VEGA.

Pour CUBA :

HERNANDEZ PORTELA.

Pour le DANEMARK :

H. A. BERNHOFT.

Pour la REPUBLIQUE DOMINICAINE :

Dr T. FRANCO FRANCO.

Pour l'ESPAGNE :

CARLOS de GOYONECHE.

Pour la FRANCE :

P. CHAPSAL.
CHARMEIL.
R. COULONDRE.
J. LESOUFACHE.
G. ROGER SANDOZ.
Baron THENARD.

Pour la GRANDE-BRETAGNE et l'IRLANDE du NORD

E. CROWE.
J. R. CAHILL.
R. W. C. COLE.

Pour la GRECE :

N. POLITIS.

Pour le GUATEMALA :

JOSE MATOS.

Pour HAÏTI :

NEMOURS.

Pour la HONGRIE :

FREDERIC VILLANI.

Pour l'ITALIE :

GIOVANNI BELLI.

Pour le JAPON :

H. KAWAI.

Pour le MAROC :

J. NACIVET.

Pour les PAYS-BAS :

E. H. KRELAGE.

Pour le PEROU :

M. H. CORNEJO.

Pour la POLOGNE :

OTHON WECLAWOWICZ.

Pour le PORTUGAL :

A. da GAMA OCHOA.

Pour la ROUMANIE :

CONST. DIAMANDY.

Pour le royaume des SERBES, CROATES et SLOVENES :

MILIVOJ PILVA.

Pour la SUEDE :

Sous réserve de ratification par S. M. le roi avec
approbation du Riksdag.

ALBERT EHRENSVARD.

JOSEPH SACHS.

S. BERJIUS.

Pour la SUISSE :

DUNANT.

Dr M. G. LIENERT.

GUSTAV BRANDT.

Pour la TUNISIE :

H. GEOFFROY-SAINT-HILAIRE.

Pour l'Union des REPUBLIQUES SOVIETIQUES SOCIALISTES :

M. TOUMANOFF.

G. LACHKEVITCH.

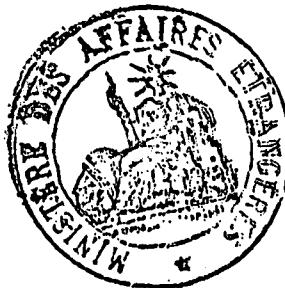
M. RAFALOFF.

COPIE CERTIFIÉE CONFORME A L'ORIGINAL
CONSERVÉ AUX ARCHIVES
DU MINISTÈRE DES AFFAIRES ÉTRANGÈRES

PARIS, le -3 MAI 1967

Le Ministre Plénipotentiaire
Directeur des Archives Diplomatiques

J. McLean
Sousg : J. WOLFROM



BUREAU INTERNATIONAL DES EXPOSITIONS

60, Avenue de la Bourdonnais - PARIS

PROTOCOLE

Portant modification de la Convention signée à Paris
le 22 novembre 1928, concernant les Expositions Internationales.

Les soussignés, Plénipotentiaires des Gouvernements énumérés ci-après (1), se sont réunis en Conférence à Paris le 10 mai 1948 et sont convenus d'un commun accord et sous réserve de ratifications des dispositions suivantes :

ARTICLE PREMIER.

Les articles 2, 3 et 4 de la Convention du 22 novembre 1928 sont abrogés et remplacés par les articles suivants :

ARTICLE 2

Une Exposition est générale lorsqu'elle comprend les produits de l'activité humaine appartenant à plusieurs branches de la production ou qu'elle est organisée en vue de faire ressortir l'ensemble des progrès réalisés dans un domaine déterminé, tel que l'hygiène, les arts appliqués, le confort moderne, le développement colonial, etc..

Elle est spéciale quand elle n'intéresse qu'une seule technique appliquée (électricité, optique, chimie, etc...), une seule technique (textile, fonderie, arts graphiques, etc...), une seule matière première (cuirs et peaux, soie, nickel, etc...), un seul besoin élémentaire (chauffage, alimentation, transports, etc...); elle ne doit pas comporter de pavillons nationaux.

Il sera établi par les soins du Bureau International prévu à l'article 10, une classification des Expositions qui servira de base pour déterminer les professions et les objets pouvant prendre place dans une exposition spéciale en vertu de l'alinéa précédent. Cette liste pourra être révisée tous les ans.

(1) Étaient représentées à la réunion du 10 Mai les délégations des pays suivants : Autriche, Belgique, Danemark, Égypte, États-Unis, France, Grèce, Grande-Bretagne, Norvège, Pays-Bas, Portugal, Pologne, Suède, Suisse, Tunisie.

ARTICLE 3

Durée des Expositions. — La durée des Expositions Internationales ne doit pas dépasser six mois. Cette durée est fixée au moment de l'enregistrement de l'Exposition et elle ne pourra être prolongée dans la suite, par le Bureau, qu'en cas de force majeure résultant d'événements survenus au cours de l'exploitation, tels qu'incendies, inondations, troubles sociaux, ayant eu pour effet de mettre l'Exposition dans l'impossibilité soit d'ouvrir à la date officielle fixée, soit de fonctionner normalement dans le temps assigné à sa durée. L'appréciation d'une demande tendant à la prolongation et présentée par le pays organisateur de l'Exposition est laissée au Bureau.

La prolongation accordée sera mesurée en fonction de la durée du non-fonctionnement de l'Exposition. Cette prolongation commencera à courir à partir de la date que le pays organisateur indiquera et qui, en aucun cas, ne pourra être éloignée de plus de six mois de la date de fermeture de ladite Exposition.

ARTICLE 4

Fréquence des Expositions. — La fréquence des Expositions Internationales visées par la présente Convention est réglementée selon les principes suivants :

Les Expositions générales sont rangées en deux catégories :

Première catégorie: Les Expositions générales qui entraînent pour les pays invités l'obligation de construire des pavillons nationaux;

Deuxième catégorie: Les Expositions générales qui ne laissent à aucun pays invité la faculté de construire un pavillon.

Pour l'organisation des Expositions Internationales le monde est divisé en trois zones, à savoir : la zone d'Europe, la zone des deux Amériques et la troisième pour le reste du monde. Les pays dont le territoire s'étend sur deux zones doivent choisir celle dans laquelle ils entendent être classés.

Dans un même pays, il ne peut être organisé, au cours d'une période de 15 années, qu'une Exposition générale de première catégorie, un intervalle de 10 années doit séparer deux Expositions générales de toute catégorie.

Aucun pays contractant ne peut organiser de participation à une Exposition générale de première catégorie que dans le cas où cette

Exposition suivrait, d'au moins six années, l'Exposition générale de première catégorie précédente dans la même zone ou d'au moins deux années dans n'importe quelle zone. Il ne peut organiser de participation à une Exposition générale de deuxième catégorie que si celle-ci est séparée de l'Exposition générale qui l'a précédée par un intervalle de deux ans dans la même zone et d'un an dans toute autre zone. Ces deux intervalles sont portés respectivement à quatre et deux ans lorsqu'il s'agit d'Expositions de même nature.

Les délais prévus au paragraphe précédent sont appliqués sans qu'il y ait lieu de faire de distinction entre les Expositions organisées par un pays adhérent ou non à la Convention.

Des Expositions spéciales de même nature ne peuvent se tenir en même temps sur les territoires des pays contractants. Un délai de cinq ans est obligatoire pour qu'elles puissent se renouveler dans un même pays. Toutefois, le Bureau International des Expositions peut réduire exceptionnellement ce dernier délai jusqu'à un minimum de trois années, lorsqu'il estime que ce délai est justifié par l'évolution rapide de telle ou telle branche de la production. La même réduction de délai peut être accordée aux Expositions qui se tiennent déjà traditionnellement dans certains pays à un intervalle inférieur à cinq années.

Des Expositions spéciales de nature différente ne peuvent avoir lieu dans un même pays à moins de trois mois d'intervalle.

Les délais mentionnés dans le présent article ont pour point de départ la date d'ouverture effective de l'Exposition.

ARTICLE 2

ARTICLE 10

L'article 10 de la Convention du 22 novembre 1928 est complété par la disposition suivante :

« Lorsque le poste de Directeur est vacant, le Conseil du Bureau International des Expositions élit à la majorité absolue, un Directeur d'une nationalité d'un pays adhérent à la Convention. Le Directeur est nommé pour un nombre d'années déterminé par le Règlement intérieur. Sa rémunération est fixée par le Conseil sur la proposition de la Commission du Budget ».

ARTICLE 3

Tout Etat pourra adhérer au présent Protocole en notifiant par écrit et par la voie diplomatique, au Gouvernement français, son adhésion qui sera déposée dans les archives de celui-ci.

Toute accession nouvelle à la Convention du 22 novembre 1928 entraînera de plein droit l'adhésion au présent Protocole.

Le Gouvernement français transmettra immédiatement aux Gouvernements signataires et adhérents et au Président du Bureau International des Expositions la copie certifiée conforme de la notification en indiquant la date à laquelle elle a été reçue.

ARTICLE 4

Le présent Protocole sera ratifié. Chaque Puissance adressera, dans le plus court délai possible, sa ratification au Gouvernement français qui en donnera avis aux autres signataires. Le présent Protocole entrera en vigueur pour chaque pays signataire le jour même du dépôt de son acte de ratification.

Fait à Paris, le 10 mai 1948.

| | | | |
|---------------|-----------------|---------------|-------------------|
| France..... | Léon BARÉTY | Grèce..... | Raphaël RAPHAEL |
| | Marcel RIVES | | N. FOTOPOULO |
| Suède..... | Kjell STRÖMBERG | Norvège..... | Bugge MAHRT |
| Suisse..... | Bernard BARBEY | Finlande | Johan HELO |
| Maroc..... | Olivier MARIN | Liban..... | Ahmed DAOUK |
| Italie | QUARONI | Haiti | Placide DAVID |
| Belgique..... | GUILLAUME | Portugal..... | Augusto POTIER |
| Danemark.... | HOFFMEYER | Gde-Bretagne. | Sir Oliver HARVEY |

Copie certifiée conforme à l'exemplaire original unique en langue française, déposé dans les Archives de la République Française.

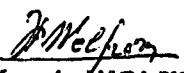
*Le Ministre Plénipotentiaire
Chef du Service du Protocole.*

Jacques DUMAINE
Jacques DUMAINE

34803.—Imp. L'ANNUÉ, 9, rue de Fleurus, Paris.—31.10.48-20-49.

COPIE CERTIFIÉE CONFORME A L'ORIGINAL
CONSERVÉ AUX ARCHIVES
DU MINISTÈRE DES AFFAIRES ÉTRANGÈRES
PARIS, le 3 MAI 1967

Le Ministre Plénipotentiaire
Directeur des Archives Diplomatiques


Signé : J. WOLFROM



WHEREAS the convention and protocol, which were signed by representatives of certain countries, not including the United States of America, entered into force on January 17, 1931 and May 5, 1949, respectively, and remain open for accession;

WHEREAS the Senate of the United States of America by its resolution of April 30, 1968, two-thirds of the Senators present concurring therein, did advise and consent to the accession of the United States of America to the convention and protocol;

WHEREAS accession of the United States of America to the convention and protocol was approved by the President of the United States of America on May 6, 1968, in pursuance of the advice and consent of the Senate;

WHEREAS it is provided in Article 35 of the convention that accession to the convention shall be effected by written notification to the French Government and in Article 36 that the convention shall take effect one month after the date of receipt of such notification, and it is provided in Article 3 of the protocol that accession to the protocol shall be effected by written notification to the French Government and that each new accession to the convention shall constitute accession to the protocol;

AND WHEREAS the convention and protocol entered into effect with respect to the United States of America on June 24, 1968, one month after the receipt by the French Government of the instrument of accession by the United States of America;

Now, THEREFORE, be it known that I, Lyndon B. Johnson, President of the United States of America, do hereby proclaim and make public the said convention and protocol to the end that the same and every article and clause thereof shall be observed and fulfilled with good faith, on and after June 24, 1968, by the United States of America and by the citizens of the United States of America and all other persons subject to the jurisdiction thereof.

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

Done at the city of Washington this seventeenth day of August in the year of our Lord one thousand nine hundred sixty-eight
[SEAL] and of the Independence of the United States of America the one hundred ninety-third.

LYNDON B. JOHNSON

By the President:

DEAN RUSK

Secretary of State

Translation prepared by the Department of State

CONVENTION RELATING TO INTERNATIONAL EXHIBITIONS

Paris, November 22, 1928

The undersigned, plenipotentiaries of the Governments hereinafter named, having met in conference at Paris from November 12 to 22, 1928, have, by common consent and subject to ratification, agreed as follows:

SECTION I. DEFINITIONS

ARTICLE 1

The provisions of the present convention apply only to international exhibitions which are official or officially recognized.

The expression "official or officially recognized international exhibitions" shall be deemed to include every display, whatever its designation, to which foreign countries are invited through the diplomatic channel, which is not generally held periodically, of which the principal object is to demonstrate the progress of different countries in one or more branches of production, and in which, as regards admission, no distinction in principle is made between buyers and visitors.

The provisions of the said convention do not apply to the following:

1. Exhibitions having a duration of less than three weeks;
2. Scientific exhibitions organized on the occasion of international congresses, provided that their duration does not exceed the period mentioned in 1;
3. Exhibitions of the fine arts;
4. Exhibitions organized by one country in another country on the invitation of the latter.

The contracting countries agree to withhold State patronage, subsidies, and the privileges provided for in Sections III, IV and V below, from international exhibitions to which the present convention applies, and which do not comply with the conditions therein provided.

ARTICLE 2

Any exhibition which includes the products of more than one branch of human activity, or which is organized with a view to demonstrating the progress achieved in the whole of a given sphere of activity (such as hygiene, applied arts, modern comfort, colonial development, etc.), shall be deemed to be a general exhibition.

Any exhibition which is concerned with only one applied science (electricity, optics, chemistry, etc.), one industry (textiles, founding, graphic arts, etc.), one raw material (leathers and skins, silk, nickel,

etc.), or one elementary necessity (heating, food, transport, etc.), shall be deemed to be a special exhibition.

The International Bureau, provided for in article 10, shall draw up a classification of exhibitions to serve as a guide to the trades and products which may, in accordance with the preceding paragraph, figure in a special exhibition. This classification may be revised annually.

ARTICLE 3

The duration of any international exhibition should not exceed six months; provided always that the International Bureau may authorize, in the case of a general exhibition, a longer period which shall not in any circumstances exceed twelve months.

SECTION II. FREQUENCY OF EXHIBITIONS

ARTICLE 4

The frequency of international exhibitions to which the present convention applies shall be governed by the following principles:

All general exhibitions fall into one of the two following categories:

First category: Those in which the countries invited to participate are obliged to construct national pavilions.

Second category: Those in which such countries are not so obliged.

In the same country not more than one general exhibition of the first category may be held during any period of fifteen years, and an interval of ten years must elapse between two general exhibitions of either category.

No contracting country may participate in any general exhibition of the first category unless an interval of at least six years has elapsed since the last general exhibition of the first category. No contracting country shall participate in any general exhibition of the second category unless an interval of two years has elapsed since the last general exhibition, or an interval of four years if the exhibition in question is of the same kind as the preceding one.

The intervals laid down in the preceding paragraph shall apply without any distinction being made between exhibitions organized by contracting countries and non-contracting countries.

More than one special exhibition of the same kind may not be held at the same time on the territories of the contracting countries. An interval of five years must elapse between two special exhibitions of the same kind in the same country. Provided always that the International Bureau may, in exceptional circumstances, reduce the last-mentioned period to not less than three years when in the opinion of the Bureau such reduction is justified by the rapid development of any particular branch of production. The same reduction may be allowed in favor of exhibitions which, by an already established custom in certain countries, are held at intervals of less than five years.

At least three months' interval must elapse between two special exhibitions of a different kind held in the same country.

The intervals provided for in the present article shall be reckoned from the date of opening of the exhibition.

ARTICLE 5

The contracting country on whose territory an exhibition to which the present convention applies is organized must, subject to article 8 below, address its invitations to foreign countries through the diplomatic channel:

Three years in advance in the case of general exhibitions of the first category;

Two years in advance for general exhibitions of the second category;

One year in advance for special exhibitions.

No Government may itself organize or officially sponsor any participation in an international exhibition in respect of which an invitation as above provided has not been addressed to it.

ARTICLE 6

If two or more countries should be in competition with each other for the right to hold an international exhibition in any period, such countries shall proceed to an exchange of views in order to determine which country shall obtain the right of so doing.

In the case of no agreement being arrived at, they shall refer the matter to the arbitration of the International Bureau, which shall take into account the considerations submitted on behalf of each country, and particularly any special reasons of an historic or sentimental character, the period which has elapsed since the last exhibition, and the number of displays already held by each of such countries.

ARTICLE 7

If any exhibition of the character defined in article 1 should be held in a non-contracting country, the contracting countries, before accepting any invitation to such exhibition, shall refer the matter to the International Bureau for their opinion.

The contracting countries shall not participate in any such exhibition unless it offers the same guarantees as those required under the provisions of the present convention, or, at any rate, sufficient guarantees. In the case of an exhibition held concurrently by a contracting country with one organized by a non-contracting country, the other contracting countries shall, in the absence of exceptional circumstances, give preference to the former.

ARTICLE 8

Any country which proposes to hold an exhibition to which the present convention applies must, at least six months before the commencement of the intervals prescribed in article 5 for the issue of invitations, address to the International Bureau an application for the registration of the exhibition. Such application shall state the title of the exhibition and its duration, and shall be accompanied by the classification of exhibits, copies of the general regulations, the jury regulations, and all documents necessary to show the measures proposed to ensure the safety of persons and property, the protection of industrial property and copyright, and to satisfy the conditions prescribed below in Sections IV and V. The Bureau shall not register an exhibition unless such exhibition fulfills all the conditions required by the present convention.

No contracting country shall accept an invitation to participate in an exhibition to which the present convention applies unless the invitation states that registration has been accorded.

Always provided that, even if such an invitation is received, the contracting countries are entirely free to refrain from participation in an exhibition organized in conformity with the provisions of the present convention.

ARTICLE 9

In the event of a country not proceeding with a projected exhibition for which registration has been obtained, the International Bureau shall decide on the date when such country shall be allowed again to compete with other countries for the holding of another exhibition.

SECTION III. INTERNATIONAL EXHIBITIONS BUREAU**ARTICLE 10**

An International Exhibitions Bureau shall be set up to supervise the execution of this convention. This Bureau shall consist of an Administrative Council assisted by a Classification Committee and of a Director whose appointment and duties shall be determined in the regulations provided for in the following article.

The first meeting of the Administrative Council of the International Bureau shall be convened at Paris by the Government of the French Republic in the year following the coming into force of the convention. At this meeting the Council shall choose the seat of the International Bureau and elect the Director.

ARTICLE 11

The Administrative Council shall be composed of members appointed by the contracting countries, each country having the right to appoint one to three members. The Council is authorized to admit in

an advisory capacity two or three members of the International Chamber of Commerce elected for the purpose by that Chamber.

The Council shall give decisions on all questions which are referred to it under the provisions of the convention. The Council shall draw up and adopt regulations governing the organization and management of the International Bureau, and shall draw up the budget of receipts and expenses, and check and approve accounts.

ARTICLE 12

Every country, whatever the number of its delegates, shall have one vote on the Council. Any country may entrust its representation to the delegation of another country, which, in such case, shall have a number of votes equal to the number of countries which it represents. A quorum of two-thirds of the countries represented on the Council shall be required to give validity to its resolutions.

A majority of the votes cast shall suffice for resolutions except in the following cases:

1. Adoption of regulations;
2. Increase in the budget;
3. Rejection of a request presented by a contracting country, or granting of an application when several countries are competing.
4. Authorization of a general exhibition for a longer period than six months.

In these four cases a majority of two-thirds of the countries represented on the International Bureau is required.

ARTICLE 13

The Classification Committee shall be composed of representatives of twelve contracting countries nominated by their Governments. One half of these twelve countries shall be chosen by the International Bureau; the other half shall be determined by a system of rotation which shall be laid down in the regulations of the Bureau. The committee may admit, in a consultative capacity, one or two members of the International Chamber of Commerce selected for the purpose by that Chamber.

This committee shall draw up for the approval of the Administrative Council a draft of the classification of exhibitions provided for in article 2, and of any changes which may be made therein. When questions arise as to the application of the intervals provided for in article 4, the committee shall give an opinion as to whether an exhibition submitted for registration is special or general, and as to whether, notwithstanding its title and its classification, such exhibition is not of the same character as a preceding exhibition, or as a special exhibition which is being held on the same date.

ARTICLE 14

The budget of the Bureau shall be fixed provisionally at £4,000 sterling. The expenses of the Bureau shall be defrayed by the contracting countries, whose contributions shall be determined as follows: the contributions of countries which are members of the League of Nations shall be in the same proportions as the contributions which those countries make to the League of Nations. Except in the case of the budget being increased above the figure mentioned above, the contribution of the most highly assessed countries shall not exceed £500 sterling. A country which is not a member of the League of Nations shall designate a country which is a member of the League of Nations, whose economic resources it considers equivalent to its own, and shall pay the same contribution as that country.

In addition, the Administrative Council may authorize the levying of other fees in payment for services rendered to groups or to individuals.

**SECTION IV. OBLIGATIONS OF AN INVITING COUNTRY
AND OF PARTICIPATING COUNTRIES****ARTICLE 15**

Any Government which issues invitations to an international exhibition shall appoint a Government commissioner or delegate, authorized to represent it and to guarantee the fulfillment of its obligations towards the foreign participants. Such commissioner or delegate shall see that all necessary measures are taken for the material safety of the goods exhibited.

ARTICLE 16

The Governments of participating countries shall appoint commissioners or delegates to represent them and to see that the regulations of the exhibition are observed.

Such commissioners or delegates shall have the exclusive right of fixing the allocation or distribution of space between the exhibitors in their national pavilions and sections.

ARTICLE 17

In a general exhibition no charge may be made by the administration for space, covered or uncovered, which is provided for in the program of the exhibition and allotted to each participating country.

ARTICLE 18

In every exhibition to which the present convention applies, goods subject to customs duties and taxes forming part of foreign exhibits shall be admitted temporarily free of duty and tax on condition of

being re-exported. Such goods shall be accompanied by a certificate from the consignor, which shall certify their number and character, the marks and numbers of the packages, and the commercial descriptions of the articles, their weight, origin and value. The goods shall be released from bond on the premises of the exhibition without being submitted to customs examination at the frontier. The application of the preceding provisions shall be subject to the customs regulations of the country in which the exhibition is held.

When, under the legislation of the inviting country, security is required in order to obtain the temporary free admission referred to in the preceding paragraph, security given by the commissioner of each participating country on behalf of his exhibitors shall be accepted as a sufficient guarantee for the payment of customs duties and all other duties and taxes applicable to the goods exhibited which are not re-exported within the periods fixed after the close of the exhibition.

The provisions relating to temporary free admission shall not apply to stocks of goods which cannot be properly regarded as samples and are imported for the exclusive object of sale during the course of the exhibition.

Exhibits which have suffered total or partial destruction shall be exempt from duty provided :

1. That the exhibitor produces evidence showing that the quantities missing or that the goods deteriorated have been utilized for the service of the exhibition, or cannot be sold owing to their perishable character ;
2. That the customs tariff imposes no tax or import duty on deteriorated or unusable goods.

This exemption shall not apply to goods which have been consumed in the manner for which they are normally intended.

The evidence referred to in paragraph 4 shall be presented by the commissioner or delegate of the country to which the exhibitor belongs for the decision of the authorities of the country in which the exhibition is held.

In the application of the foregoing provisions, the following shall be regarded as goods intended for the exhibition :

1. Materials for construction, even if imported in a raw state to be worked up after arrival in the country where the exhibition takes place ;
2. Tools and transport material for the work of the exhibition ;
3. Articles for the interior and exterior decoration of exhibitors' sites, stands and showcases ;
4. Articles for decoration and furnishing of offices used by the commissioners or delegates of the participating countries, as well as office furniture intended for their use ;

5. Goods or objects employed in the installation and working of machinery or apparatus exhibited;
6. Samples required by the juries for appraising and judging the exhibits, subject to the production of a certificate by the commissioner of the section indicating the nature and quantity of the goods so consumed.

In addition, the following shall be exempted from duties:

1. Official catalogues, pamphlets and posters, illustrated or otherwise, published by the countries participating in the exhibition;
2. Catalogues, pamphlets, posters and all other publications, illustrated or otherwise, distributed free of charge by the exhibitors of foreign products within the area and during the period of the exhibition.

The provisions of the present article do not apply to goods which, under the legislation of the country in which the exhibition is held, are the subject of a State monopoly, or the sale of which is prohibited or controlled by license, save under conditions prescribed by the Government of that country. Nevertheless, the exhibition of such products shall be permitted subject to measures of control taken with a view to preventing their sale.

ARTICLE 19

The regulations of every international exhibition shall include a provision giving to an exhibitor the right to withdraw his undertaking to participate in the event of the duties applicable to the goods of such exhibitor being increased subsequently to the date of his undertaking to participate.

ARTICLE 20

At the close of an exhibition exhibitors shall be permitted, unless the legislation of the country where the exhibition takes place forbids it, to sell and deliver the samples exhibited. In this case exhibitors shall not be subjected to any taxes other than those they would have had to pay in the case of direct importation.

ARTICLE 21

In an international exhibition no group or firm shall make use of any geographical description denoting a participating country, except with the authorization of the commissioner or delegate of that country.

In the case of contracting countries which are not participating in the exhibition, the use of such descriptions shall be prohibited by the administration of the exhibition at the request of the Governments interested.

ARTICLE 22

Only those sections in an exhibition which are under the direction of a commissioner or of a delegate appointed as provided in articles 15 and 16 by the Government of the organizing or of a participating country shall be considered or may be described as national sections.

ARTICLE 23

The national section of a country may contain only goods belonging to that country.

Nevertheless, subject to the authorization of the commissioner or delegate of the country concerned, articles belonging to another country may be included on condition that they are employed solely to complete an exhibit, that they shall have no influence on the granting of an award to the exhibit itself, and that they cannot, as so shown, themselves receive any award.

Products extracted from the ground, grown or manufactured in the territory of any country, shall be deemed to belong to the industry and agriculture of such country.

ARTICLE 24

Subject to provisions to the contrary in the legislation of the country in which it is held, in principle no monopolies of any kind should be granted in an exhibition. Nevertheless, the administration of the exhibition may, if it thinks necessary, grant the following monopolies: lighting, heating, customs clearance, upkeep, and publicity inside the exhibition. In this case the following conditions must be observed:

1. The existence of such monopoly or monopolies must be shown in the regulations of the exhibition, and in the application form to be signed by exhibitors;
2. The services subject to monopoly must be made available to exhibitors under the conditions normally obtaining in the country;
3. No limitation must be imposed on the powers of the commissioners in their respective sections.

The commissioner of the organizing country shall take steps to ensure that the rates for labor charged to the participating countries shall not be higher than those charged to the administration of the organizing country.

ARTICLE 25

Each country where an international exhibition takes place shall tender its good offices with a view to obtaining from its railway, shipping and aviation authorities, public or private, transport facilities for goods intended for such exhibition.

ARTICLE 26

Each country shall take whatever measures appear to be appropriate under its own laws to proceed against the promoters of fictitious exhibitions, or of exhibitions to which exhibitors are fraudulently attracted by misleading promises, announcements or advertisements.

SECTION V. AWARDS**ARTICLE 27**

The general regulations of the exhibition must indicate whether, independently of the certificates of participation which must always be accorded, awards will or will not be granted to exhibitors. In cases where awards are granted they may be limited to certain classes.

Before the opening of the exhibition, exhibitors, either in the general sections or in their national pavilions, who do not wish to receive awards, should make a declaration to that effect to the administration of the exhibition through the intermediary of their commissioners or delegates.

Members of the jury are necessarily debarred from receiving awards.

ARTICLE 28

Participation in an exhibition is either free or conditional.

Participation is free when all goods may be admitted to the exhibition provided that the exhibitor has made his application in due time and has fulfilled the general conditions governing such application.

Participation is conditional when the general regulations stipulate that the articles admitted to the exhibition must satisfy certain special stipulations, such as sound manufacture or originality.

In this event the regulations of the exhibition shall contain a clause, to which the invited countries can refer, indicating the procedure to be adopted by the organizing country for the admission of exhibits to its national section; each country retaining, however, the right of adapting such procedure in the manner that it deems most appropriate in its own case.

ARTICLE 29

The appraising and judging of the exhibits shall be entrusted to an international jury, set up in accordance with the following rules:

1. Each country shall be represented on the jury in proportion to the part it takes in the exhibition, having regard particularly to the number of its exhibitors, not including collaborators and co-operators, and to the area which they occupy.

Each country shall have the right to at least one juror in every class in which its goods are exhibited, except in cases where the administration of the exhibition and the commissioner or dele-

gate of the country concerned are agreed that such representation is not justified by the extent of its participation in that class.

No country may have more than seven jurors in any one class; this limitation shall not, however, apply to the classes of food products, liquid and solid.

2. The functions of juror shall be assigned to persons having the necessary technical knowledge.
3. Jurors may not be appointed except with the approval of their Government.
4. The jury shall comprise three grades of jurisdiction.

ARTICLE 30

The awards shall be divided into five grades:

1. Grands prix.
2. Diplomas of honor.
3. Gold medals.
4. Silver medals.
5. Bronze medals.

In addition, diplomas may be awarded, on the recommendation of exhibitors gaining awards or of members of the jury, to their collaborators and co-operators.

Persons appointed as members of the jury may describe themselves as such in all cases where exhibitors are authorized to mention their awards.

The description "hors concours" is henceforth prohibited both for members of the jury and for exhibitors who have abstained from competing for awards.

ARTICLE 31

The list of awards shall be registered at the International Bureau. The recipients of awards may announce their awards only on condition that such announcement includes the exact title of the exhibition. They shall be authorized to add to such announcement the monogram of the International Bureau. The International Exhibitions Bureau shall inform the International Industrial Property Bureau at Berne of the exhibitions registered, and shall send that Bureau the lists of awards.

ARTICLE 32

The International Bureau shall establish model regulations setting forth the general conditions for the composition and functioning of juries and determining the method of granting awards. The adoption of such regulations shall be recommended to organizing countries.

SECTION VI. FINAL PROVISIONS**ARTICLE 33**

The present convention shall be subject to ratification :

- (a) Each Government, as soon as it is ready to take part in a deposit of ratifications, shall so notify the French Government. As soon as seven Governments shall have so declared themselves ready, the deposit of ratifications shall take place, on a day appointed by the French Government, within a month of the date of the receipt by that Government of the last notification.
- (b) The ratifications shall be deposited in the archives of the French Government.
- (c) The deposit of ratifications shall be verified by a procès-verbal signed by the representatives of the Governments taking part therein and by the Minister for Foreign Affairs of the French Republic.
- (d) The Governments of signatory countries which have not been ready to deposit their ratifications under the conditions set forth in paragraph (a) of the present article, may do so subsequently by means of a written notification addressed to the Government of the French Republic and accompanied by the instruments of ratification.
- (e) Certified copies of the procès-verbal of the first deposit of ratification, and of the notifications referred to in the preceding paragraph, shall be immediately transmitted, through the intermediary of the French Government, by the diplomatic channel to the Governments which have signed the present convention or have acceded thereto. In the case of notifications received under the preceding paragraph, the French Government shall also state the dates on which they have been received.

ARTICLE 34

- (a) The present convention applies ipso facto only to the metropolitan territories of the contracting countries.
- (b) If a country desires the convention to apply to its colonies, protectorates, overseas territories and territories under suzerainty or mandate, a statement to that effect shall be included in its ratification, or form the subject of a notification addressed in writing to the French Government. Any such notification shall be deposited in the archives of that Government.

If the latter procedure is adopted, the French Government shall transmit to the Governments of signatory or acceding countries a certified copy of such notification, showing the date on which it was received.

TIAS 6548

(c) Exhibitions which include only the products of a metropolitan country and of its colonies, protectorates, overseas territories and territories under suzerainty or mandate shall be considered as national exhibitions, and, in consequence, not subject to the present convention, whether or not the convention may be in force in such territories.

ARTICLE 35

(a) At any time after the coming into force of the present convention any non-signatory country may accede thereto.

(b) Such accession may be effected by a notification in writing transmitted through the diplomatic channel to the French Government. Such notifications of accession shall be deposited in the archives of that Government.

(c) The French Government shall transmit immediately to the Governments of all signatory and acceding countries certified copies of any such notifications, showing the dates on which they were received.

ARTICLE 36

The present convention shall come into force, in respect of the countries which have taken part in the first deposit of ratifications, one month after the date of the procès-verbal thereof. In the case of countries which ratify subsequently or accede thereto, and in respect of colonies, protectorates, overseas territories and territories under suzerainty or mandate not included in ratifications, the convention shall take effect one month after the date of receipt of the notifications provided for in articles 33, paragraph (d); 34, paragraph (b); 35, paragraph (b).

ARTICLE 37

The present convention may not be denounced by a contracting country until a period of five years has elapsed since the date of its coming into force.

Thereafter notifications of denunciation may be addressed to the Government of the French Republic and shall take effect one year after the date of their receipt. Certified copies of such notifications, showing the date on which they were received, shall be immediately transmitted by the Government of the French Republic to the Governments of all countries which have signed or acceded to the present convention.

The provisions of the present article apply also to colonies, protectorates, overseas territories and territories under suzerainty or mandate.

ARTICLE 38

If, by reason of denunciations, the number of contracting countries is reduced to less than seven, the Government of the French Republic

shall immediately summon an international conference to consider what measures shall be taken.

ARTICLE 39

The Government of the French Republic shall communicate to the International Bureau copies of all ratifications, accessions and denunciations.

ARTICLE 40

The present convention shall remain open for signature at Paris until April 30, 1929.

IN WITNESS WHEREOF, the Plenipotentiaries named below have signed the present Convention.

Done at Paris this twenty-second day of November in the year one thousand nine hundred and twenty-eight, in a single original which shall be deposited in the Archives of the Government of the French Republic and certified copies of which shall be sent through the diplomatic channel to the Governments of all countries represented at the Conference of Paris.

For ALBANIA :

DR STAVRO STAVRI.

For GERMANY :

DR PETER MATHIES.
EMIL WIEHL.
DR HANNS HELMAN.

For AUSTRALIA :

F. C. FARAKER.

For AUSTRIA :

GRUNBERGER.

For BELGIUM :

E. DE GAIFFIER.

For BRAZIL :

F. GUIMARAES.

For CANADA :

PHILIPPE ROY.

For COLOMBIA:

JOSE DE LA VEGA.

For CUBA:

HERNANDEZ PORTELA.

For DENMARK:

H. A. BERNHOFT.

For DOMINICAN REPUBLIC:

DR T. FRANCO FRANCO.

For SPAIN:

CARLOS DE GOYONECHE.

For FRANCE:

P. CHAPSAL.

CHARMEIL.

R. COULONDRE.

J. LESOUFACHE.

G. ROGER SANDOZ.

BARON THENARD.

For THE UNITED KINGDOM OF
GREAT BRITAIN AND NORTHERN IRELAND:

E. CROWE.

J. R. CAHILL.

R. W. C. COLE.

For GREECE:

N. POLITIS.

For GUATEMALA:

JOSE MATOS.

For HAITI:

NEMOURS.

For HUNGARY:

FREDERIC VILLANI.

For ITALY:

GIOVANNI BELLi.

For JAPAN :

H. KAWAI.

For MOROCCO :

J. NACIVET.

For THE NETHERLANDS :

E. H. KRELAGE.

For PERU :

M. H. CORNEJO.

For POLAND :

OTHON WECLAWOWICZ.

For PORTUGAL :

A. DA GAMA OCHOA.

For ROMANIA :

CONST. DIAMANDY.

For THE KINGDOM OF THE SERBS, CROATS AND SLOVENES :

MILIVOJ PILYA.

For SWEDEN :

Subject to ratification by H. M. the King
with approval of the Riksdag.

ALBERT EHRENSVARD.

JOSEPH SACHS.

S. BERJTUS.

For SWITZERLAND :

DUNANT.

DR M. G. LIENERT.

GUSTAV BRANDT.

For TUNISIA :

H. GEOFFROY-SAINT-HILAIRE.

For THE UNION OF SOVIET SOCIALIST REPUBLICS :

M. TOUMANOFF.

G. LACHKEVITCH.

M. RAFALOFF.

Translation prepared by the Department of State

INTERNATIONAL EXHIBITIONS BUREAU

60 Avenue de la Bourdonnais – Paris

PROTOCOL

**Amending the Convention Relating
to International Exhibitions**

Signed at Paris on November 22, 1928

The undersigned, plenipotentiaries of the Governments herein-after [¹] named, having met in conference at Paris on May 10, 1948, have, by common consent and subject to ratification, agreed on the following provisions:

ARTICLE 1

Articles 2, 3, and 4 of the Convention of November 22, 1928 are abrogated and replaced by the following articles:

Article 2. Any exhibition which includes the products of more than one branch of human activity or which is organized with a view to demonstrating the progress achieved in the whole of a given sphere of activity (such as hygiene, applied arts, modern comfort, colonial development, etc.) shall be deemed to be a general exhibition.

Any exhibition which is concerned only with one applied science (electricity, optics, chemistry, etc.), one industry (textiles, founding, graphic arts, etc.), or one elementary necessity (heating, food, transport, etc.) shall be deemed to be a special exhibition, which may not include national pavilions.

The International Bureau provided for in Article 10 shall draw up a classification of exhibitions to serve as a guide to the trades and products which may, in accordance with the preceding paragraph, figure in a special exhibition. The list may be revised annually.

Article 3. Duration of Exhibitions. The duration of international exhibitions shall not exceed six months. This period is fixed from the time when the registration of the exhibition takes place, and it may therefore not be extended by the Bureau except in cases of *force majeure* resulting from events which occur in the course of preparation for the exhibition, such as fire, floods, social disorders, which have the effect of making it impossible either for the exhibition

¹ The delegations of the following countries were represented at the meeting of May 10: Austria, Belgium, Denmark, Egypt, United States, France, Greece, Great Britain, Norway, Netherlands, Portugal, Poland, Sweden, Switzerland, Tunisia.

to open on the date officially fixed or to function normally in the time assigned to its duration. Consideration of a request for extension, presented by the country organizing the exhibition, is left to the Bureau.

Any extension granted shall correspond to the length of time during which the exhibition has not functioned. This extension shall begin on the date indicated by the organizing country and may in no case run for more than six months from the closing date of the exhibition.

Article 4. Frequency of Exhibitions. The frequency of international exhibitions to which the present Convention applies shall be governed by the following principles:

All general exhibitions fall into one of the two following categories:

First category: Those in which the countries invited to participate are obliged to construct national pavilions.

Second category: Those in which such countries are not so obliged.

For the organization of international exhibitions the world is divided into three zones, viz., the European Zone, the Zone of the two Americas, and the rest of the world. Those countries whose territory extends over two zones may choose the one in which they wish to be classified.

In the same country not more than one general exhibition of the first category may be held during any period of 15 years, and an interval of 10 years must elapse between two general exhibitions of either category.

No contracting country may participate in any general exhibition of the first category unless an interval of at least six years has elapsed since the last general exhibition of the first category in the same zone or at least two years in another zone. No contracting country shall participate in any general exhibition of the second category unless this is separated from the last general exhibition by an interval of two years in the same zone or by one year in any other zone. These intervals are extended respectively to four or two years when the exhibitions are of the same nature.

The intervals provided for in the preceding paragraph shall apply without distinction being made between exhibitions organized by contracting countries and by non-contracting countries.

More than one special exhibition of the same kind may not be held at the same time on the territories of the contracting countries. A period of five years must elapse before such an exhibition may be repeated in the same country. In exceptional cases the International Exhibitions Bureau may reduce this period to not less than three years if it considers such reduction to be justified by the rapid development of any particular branch of production. The same reduction may be allowed for exhibitions which by an already established custom take place in certain countries at intervals of less than five years.

At least three months' interval must elapse between two special exhibitions of a different kind held in the same country.

The intervals provided for in the present Article shall be reckoned from the date of opening of the exhibition.

ARTICLE 2

The following provision shall be added to Article 10 of the Convention of November 22, 1928:

"When the post of Director falls vacant, the Council of the International Exhibitions Bureau will elect by an absolute majority a director who is a national of a country adhering to the Convention. The director will be appointed for a period of years to be established by regulation. His remuneration will be fixed by the Council on the recommendation of the Budget Commission."

ARTICLE 3

Any State may accede to the present Protocol by notification in writing through the diplomatic channel to the French Government. Such notification of accession shall be deposited in the archives of that Government.

Each new accession to the Convention of November 22, 1928 shall constitute accession to the present Protocol.

The French Government shall transmit immediately to all signatory and acceding Governments and to the President of the International Exhibitions Bureau a certified copy of the notification, showing the date on which it was received.

ARTICLE 4

The present Protocol shall be ratified. Each Power shall transmit its ratification with the least possible delay to the French Government, which shall notify the other signatories. The present Protocol shall enter into force for each signatory country on the date of deposit of its instrument of ratification.

DONE at Paris, May 10, 1948.

| | |
|-------------------------|---------------------------------|
| France | Léon Baréty Marcel Rives |
| Sweden | Kjell Strömberg |
| Switzerland | Bernard Barbey |
| Morocco | Olivier Marin |
| Italy | Quaroni |
| Belgium | Guillaume |
| Denmark | Hoffmeyer |
| Greece | Raphaël Raphael N. Foropoulo |
| Norway | Bugge Mahrt |
| Finland | Johan Helo |
| Lebanon | Ahmed Daouk |
| Haiti | Placide David |
| Portugal | Augusto Potier |
| Great Britain | Sir Oliver Harvey |

Certified copy of the single original in the French language deposited in the archives of the French Republic.

JACQUES DUMAINE
Minister Plenipotentiary
Chief of the Protocol Service

MULTILATERAL

International Exhibitions

*Protocol amending article 4 of the convention of November 22,
1928.*

Done at Paris November 16, 1966;

*Accession advised by the Senate of the United States of America
April 30, 1968;*

*Accession approved by the President of the United States of
America May 6, 1968;*

*Accession of the United States of America deposited with the
Government of France on May 24, 1968;*

*Proclaimed by the President of the United States of America
October 5, 1968;*

*Entered into force with respect to the United States of America
June 24, 1968.*

BY THE PRESIDENT OF THE UNITED STATES OF AMERICA

A PROCLAMATION

WHEREAS a protocol was signed at Paris November 16, 1966 amending Article 4 of the convention relating to international exhibitions, signed at Paris on November 22, 1928,^[1] the text of which protocol, in the French language, is word for word as follows:

¹ TIAS 6548; *ante*, p. 5927.

**PROTOCOLE PORTANT MODIFICATION DE L'ARTICLE IV
DE LA CONVENTION SIGNEE A PARIS LE 22 NOVEMBRE 1928
CONCERNANT LES EXPOSITIONS INTERNATIONALES**

Les Gouvernements parties au présent Protocole,

Considérant que le délai minimum entre deux Expositions Générales spécifié dans la Convention du 22 Novembre 1928 concernant les Expositions Internationales modifiée par le Protocole du 10 Mai 1948, (ci-après dénommée "La Convention") a été jugé trop court compte tenu des dépenses élevées et des préparatifs techniques complexes qu'entraîne la participation à ces expositions;

Désireux de réduire aussitôt que possible la fréquence des expositions générales visées par la Convention,

Sont convenus de ce qui suit:

ARTICLE 1

L'article 4 de la Convention est abrogé et remplacé par l'article 4 suivant:

FREQUENCE DES EXPOSITIONS.

La fréquence des Expositions visées par la présente Convention est règlementée par les principes suivants:

1) les expositions générales sont classées en deux catégories:

Première catégorie: Les expositions générales qui entraînent pour les pays invités l'obligation de construire des pavillons nationaux;

Deuxième catégorie: Les expositions générales pour lesquelles les pays invités ne sont pas autorisés à construire des pavillons nationaux.

2) Dans un même pays il ne peut être organisé, au cours d'une période de quinze années, qu'une exposition générale de première catégorie; un intervalle de dix années doit séparer deux expositions générales de l'une ou l'autre catégorie.

3) Lorsqu'il s'agit d'expositions générales organisées dans des pays différents, l'intervalle entre ces expositions est de:

- a) six ans dans le cas d'expositions générales de première catégorie;
- b) quatre ans dans le cas d'expositions générales de deuxième catégorie et de même nature;
- c) deux ans dans le cas d'expositions générales de deuxième catégorie et de nature différente;
- d) deux ans dans le cas d'expositions générales de première catégorie et de deuxième catégorie.

4) Les délais prévus aux paragraphes précédents sont applicables à toutes les expositions générales sans distinguer suivant qu'elles sont organisées par des gouvernements parties ou non parties à la Convention.

5) Des expositions spéciales de même nature ne peuvent se tenir en même temps sur les territoires de plusieurs pays contractants. Un délai de cinq ans est obligatoire pour qu'elles puissent se renouveler dans un même pays. Toutefois, le Bureau International des Expositions peut réduire exceptionnellement ce dernier délai jusqu'à un minimum de trois années, lorsqu'il estime que cette mesure est justifiée par l'évolution rapide de telle ou telle branche de la production. La même réduction de délai peut être accordée dans le cas d'expositions traditionnellement organisées dans certains pays à intervalle inférieur à cinq années.

6) Des expositions spéciales de nature différente ne peuvent avoir lieu dans un même pays à moins de trois mois d'intervalle.

7) Les délais fixés par le présent article sont comptés à partir de la date d'ouverture effective de l'exposition.

ARTICLE 2

1. Le présent Protocole sera ouvert à la signature des gouvernements parties à la Convention, à Paris, du 1er Janvier 1966 au 31 Décembre 1966 inclusivement. Ces gouvernements peuvent devenir parties au présent Protocole:

- a) en le signant sans réserve de ratification, acceptation ou approbation;
- b) en notifiant, après signature, au Gouvernement dépositaire l'accomplissement de leurs formalités constitutionnelles respectives;
- c) en y adhérant après le 31 Décembre 1966.

2) Les instruments de ratification, acceptation, approbation ou adhésion seront déposés dans les archives du Gouvernement de la République Française.

ARTICLE 3

Le présent protocole entrera en vigueur à la date à laquelle vingt gouvernements y seront devenus parties dans les conditions prévues par l'article 2.

ARTICLE 4

1) A partir du 30 Juin 1966 et même si ce Protocole n'est pas encore entré en vigueur à cette date tout gouvernement signataire ou adhérent audit protocole pourra notifier au Bureau International des Expositions qu'il ne participera à aucune exposition générale dont l'enregistrement aurait été rendu impossible par l'entrée en vigueur du présent Protocole.

2) Le Bureau informera tous les gouvernements parties à la Convention de toute notification effectuée en application du paragraphe 1 ci-dessus et tiendra à la disposition de tout gouvernement qui en ferait la demande, qu'il soit ou non partie à la Convention, ou de tout autre demandeur, une liste de tous les pays qui auront effectué cette notification.

ARTICLE 5

Après l'entrée en vigueur du présent Protocole toute accession nouvelle à la Convention entraînera obligatoirement adhésion au présent Protocole.

ARTICLE 6

Les dispositions du présent Protocole ne s'appliqueront pas à l'enregistrement d'une Exposition pour laquelle une demande aurait été retenue par le Bureau avant la réunion du Conseil d'Administration du 17 Novembre 1965.

ARTICLE 7

1) Le Gouvernement de la République Française informera tous les gouvernements membres de la Convention de toute signature, ratification, acceptation ou approbation de ce Protocole, de toute adhésion à ce dernier, ainsi que de sa date d'entrée en vigueur.

2) Ce Protocole sera déposé dans les archives du Gouvernement de la République Française qui en transmettre une copie certifiée conforme à chacun des gouvernements signataires.

EN FOI DE QUOI, les soussignés, dûment autorisés à cet effet par leurs gouvernements respectifs, ont signé le présent Protocole.

FAIT à Paris, le 16 Novembre 1966.

COPIE CERTIFIÉE CONFORME A L'ORIGINAL
CONSERVÉ AUX ARCHIVES
DU MINISTÈRE DES AFFAIRES ÉTRANGÈRES

PARIS, le -3 MAI 1967

Le Ministre Plénipotentiaire
Directeur des Archives Diplomatiques


Signed: J. WOLFROM



TIAS 6549

WHEREAS the protocol, which was signed by representatives of certain countries, not including the United States of America, entered into force on November 10, 1967 and remains open for accession;

WHEREAS the Senate of the United States of America by its resolution of April 30, 1968, two-thirds of the Senators present concurring therein, did advise and consent to the accession of the United States of America to the protocol;

WHEREAS accession of the United States of America to the protocol was approved by the President of the United States of America on May 6, 1968, in pursuance of the advice and consent of the Senate;

WHEREAS it is provided in Article 5 of the protocol that after entry into force of the protocol every new accession to the convention shall entail accession to the protocol;

AND WHEREAS the protocol entered into effect with respect to the United States of America on June 24, 1968, one month after the receipt by the French Government of the instrument of accession by the United States of America to the convention and protocol;

Now, THEREFORE, be it known that I, Lyndon B. Johnson, President of the United States of America, do hereby proclaim and make public the said protocol to the end that the same and every article and clause thereof shall be observed and fulfilled with good faith, on and after June 24, 1968, by the United States of America and by the citizens of the United States of America and all other persons subject to the jurisdiction thereof.

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

DONE at the city of Washington this fifth day of October in the year of our Lord one thousand nine hundred sixty-[SEAL] eight and of the Independence of the United States of America the one hundred ninety-third.

LYNDON B. JOHNSON

By the President:

DEAN RUSK

Secretary of State

Translation prepared by the Department of State

**PROTOCOL AMENDING ARTICLE 4 OF THE CONVENTION
RELATING TO INTERNATIONAL EXHIBITIONS, SIGNED
AT PARIS ON NOVEMBER 22, 1928**

The Governments participating in the present Protocol,
Considering that the minimum period between two general exhibitions specified in the Convention of November 22, 1928 relating to International Exhibitions, as amended by the Protocol of May 10, 1948^[1] (hereinafter referred to as "the Convention") has been judged too short in view of the heavy expenses and the complicated technical preparations which participation in such exhibitions entails;

Being desirous of reducing as soon as possible the frequency of the general exhibitions referred to in the Convention,

Have agreed as follows:

ARTICLE 1

Article 4 of the Convention is hereby abrogated and replaced by the following Article 4:

FREQUENCY OF EXHIBITIONS

The frequency of the exhibitions to which the present Convention applies shall be governed by the following principles:

1. All general exhibitions fall into one of the following categories:

First category: Those in which the countries invited to participate are obliged to construct national pavilions.

Second category: Those in which such countries are not authorized to construct national pavilions.

2. In the same country not more than one general exhibition of the first category may be held during any period of fifteen years, and an interval of ten years must elapse between two general exhibitions of either category.

3. Where general exhibitions are organized in different countries, the intervals between those exhibitions shall be:

¹ TIAS 6548; *ante*, p. 5927.

- (a) Six years for general exhibitions of the first category;
- (b) Four years for general exhibitions of the second category and the same kind;
- (c) Two years for general exhibitions of the second category and a different kind;
- (d) Two years for general exhibitions of the first and second categories.

4. The intervals prescribed in the preceding paragraph shall apply to all general exhibitions without any distinction between exhibitions organized by contracting countries and those organized by non-contracting countries.

5. Special exhibitions of the same kind may not be held at the same time in the territories of several contracting countries. A period of five years must elapse before such an exhibition may be repeated in the same country. However, the International Exhibition Bureau may, in exceptional circumstances, reduce this period to not less than three years when, in the opinion of the Bureau, such reduction is justified by the rapid development of any particular branch of production. The same reduction may be allowed in the case of exhibitions that traditionally are held in certain countries at intervals of less than five years.

6. At least three months must elapse between two special exhibitions of a different kind held in the same country.

7. The intervals prescribed in the present article shall be reckoned from the date of opening of the exhibition.

ARTICLE 2

1. The present Protocol shall remain open for signature by the Governments participating in the Convention, at Paris, from January 1 to December 31, 1966, inclusive. These Governments may become parties to the present Protocol:

- (a) By signing it without reservation as to ratification, acceptance, or approval;
- (b) By notifying the depositary Government, after signature, of the completion of their respective constitutional formalities;
- (c) By acceding to it after December 31, 1966.

2. The instruments of ratification, acceptance, approval, or accession shall be deposited in the archives of the Government of the French Republic.

ARTICLE 3

The present Protocol shall enter into force on the date on which twenty governments shall have become parties to it under the conditions laid down in Article 2.

ARTICLE 4

1. On and after June 30, 1966, and even if this Protocol has not entered into force by that date, any Government which has signed or adhered to it may notify the International Exhibitions Bureau that it will not participate in any general exhibition whose registration has been made impossible by the entry into force of the present Protocol.

2. The Bureau will inform all Governments parties to the Convention of any notice given pursuant to paragraph 1 above, and will make available to all requesting Governments, whether or not parties to the Convention and to any other applicant, a list of all countries that have given it such notice.

ARTICLE 5

After the entry into force of this Protocol, every new accession to the Convention shall entail accession to this Protocol.

ARTICLE 6

The provisions of this Protocol shall not apply to the registration of an exhibition for which an application was accepted by the Bureau before the meeting of the Administrative Council on November 17, 1965.

ARTICLE 7

1. The Government of the French Republic will inform all Governments participating in the Convention of every signature, ratification, acceptance or approval of this Protocol, of any accession thereto, and of the effective date in each case.

2. This Protocol shall be deposited in the archives of the Government of the French Republic, and will transmit a certified copy thereof to each signatory Government.

IN WITNESS WHEREOF, the undersigned, duly authorized for this purpose by their respective Governments, have signed the present Protocol.

DONE at Paris, November 16, 1966.

BARBADOS

Barbados Oceanographic and Meteorological Experiment (BOMEX)

*Agreement effected by exchange of notes
Signed at Bridgetown June 12 and July 9, 1968;
Entered into force July 9, 1968.*

*The American Ambassador to the Prime Minister and Minister of
External Affairs of Barbados*

No. 70

JUNE 12, 1968

EXCELLENCY:

I have the honor to refer to recent conversations between the representatives of the Government of the United States of America and the Government of Barbados concerning the need for more detailed information regarding the interaction between the atmosphere and the ocean, particularly in the tropical regions, and the desire of the Government of the United States to undertake, in cooperation with the Government of Barbados, an intensive study of air-sea characteristics and interrelationships in the Caribbean area lying between longitudes 55° W and 65° W and latitudes 10° N and 20° N, as a contribution to the development of the World Weather Program of the WMO.^[1]

I understand that the Government of Barbados is agreeable in principle to participate jointly with the Government of the United States in the proposed study which would entail the deployment of a number of survey and research vessels equipped for oceanographic and meteorological research and specially equipped meteorological research aircraft to the area, and the provision of logistic and administrative support from Barbados. Accordingly, I have the honor to propose the establishment of a program of cooperation between our two Governments on the following terms:

1. Name of Program. The program shall be known as the "Barbados Oceanographic and Meteorological Experiment (BOMEX)."

¹ World Meteorological Organization.

2. Purpose of Program. The purpose of the program shall be to conduct an intensive study of air-sea characteristics and interrelationships in the vicinity of Barbados, through cooperation between the designated Cooperating Agencies of the Government of the United States and the Government of Barbados, with the assistance of such agencies of other governments and institutions in other countries as the two Cooperating Agencies may agree to invite to participate.

3. Cooperating Agencies. The Cooperating Agencies shall be:

(a) for the Government of the United States, the Environmental Science Services Administration, Department of Commerce, herein-after designated the United States Cooperating Agency; and

(b) for the Government of Barbados, the Ministry of Home Affairs, hereinafter designated the Barbados Cooperating Agency.

4. Authorization for Use of Barbadian Facilities. The Government of Barbados authorizes the use of the facilities in Bridgetown Harbor by United States survey and research vessels, the Seawell Airport facilities by United States research aircraft, and such land and other facilities as may be required for the purposes of the program.

5. Entry and Departure of United States Vessels, Aircraft, and Personnel. The Government of Barbados shall, upon request, take the necessary steps to facilitate the entry into and departure from Barbados of United States vessels, aircraft and personnel that may be assigned to or may visit Barbados for the purposes of the program. United States personnel who may be brought into Barbados for the purposes of the program shall be exempt from visa requirements, immigration inspection, and any registration or control as aliens.

6. Expenditures. All expenditures incident to the obligations assumed by the United States Cooperating Agency under this agreement shall be paid by the Government of the United States of America, and all expenditures incident to the obligations assumed by the Barbados Cooperating Agency under this agreement shall be paid by the Government of Barbados.

7. Title to Property. Title to all real property and any improvements thereto, furnished, acquired, or constructed for the purpose of conducting the program covered by this Agreement shall be vested in the Government of Barbados. Unless otherwise agreed between the two Cooperating Agencies in a specific case, title to any item of equipment or other item of personal property supplied by or acquired with funds supplied by (a) the United States Cooperating Agency, shall remain vested in that Agency; (b) the Barbados Cooperating Agency, shall remain vested in the Government of Barbados.

8. Importation and Exportation of Materials, Equipment, Supplies, Goods, and Other Property.

(a) The Government of Barbados, shall, upon request, take the necessary steps to facilitate the admission into Barbados of materials,

equipment, supplies, goods, or other property of the Government of the United States or held in its behalf for the purposes of the program.

(b) The Government of the United States shall be entitled to remove such materials, equipment, supplies, goods, or other property free of any restrictions at any time.

9. Fiscal Exemptions.

(a) All supplies and equipment, including motor vehicles, furnished by the United States Cooperating Agency and imported into Barbados for use in the Cooperative program shall be admitted free of taxes, customs and import duties and other charges.

(b) No excise, consumption or other duty shall be levied or charged upon petroleum, oil and lubricants purchased by or on behalf of the Government of the United States for use in the cooperative program. The Barbadian authorities concerned shall as feasible exclude such excise, consumption or other duty at the time of purchase or by refund after the purchase.

(c) No license fee or similar charge shall be levied in respect of the lease of any Barbadian motor vehicle by or on behalf of the Government of the United States for use in connection with the program.

(d) United States motor vehicles used in Barbados in connection with the program shall be exempt from all fees, taxes and other charges.

(e) No person ordinarily resident in the United States of America shall be liable to pay in Barbados 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 cooperative program or under any contract made with the Government of the United States of America in connection with the cooperative program.

10. Landing Fees, Toll Charges, and Other Similar Charges.

(a) No landing fees or similar airport charges shall be payable by reason of the use of Seawell Airport by United States aircraft engaged in the cooperative program.

(b) United States vessels which are engaged in the cooperative program and which use the port facilities of Bridgetown Harbor shall not be subject to any toll charges, including harbor dues (except insofar as such charges or dues represent payment for services rendered).

11. Liability. Any participating agency of either Government shall be responsible for claims for damage to property or injury to persons with respect only to activities under the program directly engaged in or performed by that agency or its employees. No liability shall attach to a participating agency of either Government based solely on title to the equipment, facilities or other property used in the program.

12. Participation of Agencies of Other Governments and of Non-Governmental Institutions Located in Other Countries. The provisions of this agreement shall apply, *mutatis mutandis*, to agencies of other Governments and non-governmental institutions located in other countries which have been invited to participate in the program by agreement between the two Cooperating Agencies.

13. Appropriation of Funds. To the extent that the carrying out of any provisions of this Agreement will depend on funds appropriated by the Congress of the United States, it shall be subject to the availability of such funds.

14. Memorandum of Arrangement. A Memorandum of Arrangement, specifying further details of the program to be operated under this agreement, shall be agreed by the two Cooperating Agencies and may be amended at any time by further agreement between them.

15. Duration. This Agreement shall enter into force as provided below, and shall remain in force until both Cooperating Agencies determine that the program has been completed, unless terminated earlier by mutual agreement or by either Government after sixty days' notice in writing by the one Government to the other Government of its intention to terminate the Agreement.

If the foregoing provisions are acceptable to the Government of Barbados, I have the further honor to propose that Your Excellency's reply to that effect and my note shall constitute an Agreement between our two Governments regarding this matter, which shall enter into force on the date of Your Excellency's reply.

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

FREDERIC R. MANN

Honorable ERROL W. BARROW, M.P.,
*Prime Minister and Minister
of External Affairs,
Bridgetown.*

*The Permanent Secretary, Ministry of External Affairs of Barbados,
to the American Ambassador*

MINISTRY OF EXTERNAL AFFAIRS,
GOVERNMENT HEADQUARTERS,
BARBADOS.

No. ME. 36

9th JULY 1968

YOUR EXCELLENCY,

I have the honour to refer to your letter No. 70 of the 12th June, 1968, on the subject of the establishment of a programme of co-operation between our two Governments known as the "Barbados Oceanographic and Meteorological Experiment (Bomex)".

2. The Government of Barbados agrees to participate in the above-named programme on the terms of the arrangements set out in your letter under reference subject to the understanding agreed in conversation between representatives of the Government of Barbados and the Government of the United States of America that provision will be made in the Memorandum of Arrangement for the Meteorological Office, Barbados, to be supplied with operational meteorological information obtained from research and for research findings and papers to be made available to the Caribbean Meteorological Institute.

3. The Government of Barbados agrees that your Note No. 70 of 12th June, 1968, and this reply shall constitute an Agreement between our two Governments on this programme, which shall enter into force on the date of this reply.

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

OLIVER JACKMAN

Oliver Jackman
*Permanent Secretary,
Ministry of External Affairs*

His Excellency

The AMBASSADOR TO THE UNITED
STATES OF AMERICA,
Bridgetown.

INDONESIA

Agricultural Commodities

*Agreement signed at Djakarta August 5, 1968;
Entered into force August 5, 1968.*

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

The Government of the United States of America and the Government of the Republic of Indonesia, as a fourth supplement to the Agreement for Sales of Agricultural Commodities between the two Governments signed on September 15, 1967 [¹] (hereinafter referred to as the September Agreement), have agreed to the sales of commodities specified below. This supplementary agreement shall consist of the Preamble, Parts I and III, and the Convertible Local Currency Credit Annex of the September Agreement, together with the following Part II.

PART II - PARTICULAR PROVISIONS

ITEM I. Commodity Table:

| <u>Commodity</u> | <u>Supply Period</u> | <u>Approximate Maximum Quantity</u> | <u>Maximum Export Market Value</u> |
|--|----------------------|--------------------------------------|------------------------------------|
| Rice | Fiscal Year 1969 | 150,000 Metric Tons | \$27,000,000 |
| Raw Cotton (for processing in Indonesia) | Fiscal Year 1969 | 90,000 Bales | 13,500,000 |
| Cotton Yarn | Fiscal Year 1969 | 50,000 Bales (raw cotton equivalent) | 17,000,000 |
| Ocean Transportation (estimated) | | | 5,500,000 |
| | | | \$63,000,000 |

¹ TIAS 6346, 6401; 18 UST 2393, 3100.

ITEM II. Payment Terms**Convertible Local Currency Credit**

1. Initial Payment - None.
2. Number of Installment Payments - 31.
3. Amount of each Installment Payment - Approximately equal annual amounts.
4. Due date of First Installment Payment - 10 years after date of last delivery of commodities in each calendar year.
5. Initial Interest Rate - 2 percent.
6. Continuing Interest Rate - 2½ percent.

ITEM III. Usual Marketings: Waived.**ITEM IV. Export Limitations:**

- A. With regards to each commodity financed under this agreement, the export limitation period for the same or like commodities shall be the period beginning on the date of this agreement and ending on the final date on which the commodity financed under this agreement is imported and utilized.
- B. For the purposes of Part I, Article III. A. 3. of the agreement, the commodities considered to be the same as, or like, the commodities imported under this agreement are: for rice, rice in form of paddy, brown or milled rice; for cotton and cotton yarn, raw cotton and/or cotton textiles except batiks and similar handicraft products.

ITEM V. Self-Help Measures:

1. To ensure economic use of rice supplies, the Government of Indonesia is permitting rice prices to urban consumers to conform generally with world market levels, as adjusted to Indonesia's rice season. Provision of rice to consumers at less than domestic market prices is being strictly limited. The Government of Indonesia will make every effort to assure that net borrowing by Badan Urusan Logistik from the Central Bank will be no larger at end of crop year 1968/69 than at beginning. In order to avoid subsidizing rice consumption, the Government of Indonesia is taking steps to encourage increased consumption of wheat and domestic rice substitute products.
2. To encourage increased rice production, the Government of Indonesia intends to direct Badan Urusan Logistik to continue to make rice purchases in all major rice surplus areas at prices which are based at minimum on the "farmer formula" now in use, recalculated when necessary to assure stable farmer purchasing power, and to inform farmers of this policy in advance of fertilizer sales.

3. As part of the overall price stabilization program the Government of Indonesia is assuring that increased rice stockpiles are built to afford sufficient supplies for needed distributions during the scarcity season in 1968/69.
4. In its support of agricultural production and marketing improvements, the Government of Indonesia is undertaking:
 - a) To achieve targets established for the 1968/69 wet season crop by expediting distribution of fertilizer and pesticides and encouraging increased private sector participation in this distribution;
 - b) To provide increased budget and administrative support to programs emphasizing the multiplication and distribution of high-yielding rice varieties;
 - c) To expand production credit facilities to the farmers carrying out improved practices;
 - d) To improve market roads, marketing facilities, and storage facilities consistent with the need to expand food production to meet domestic requirements.

In addition, the Government of Indonesia is making a maximum effort to eliminate barriers to the free movement of rice and other agricultural products within Indonesia.

5. The Government of Indonesia will make available reports on progress in the food production sector on a semi-annual basis, and reports on rice procurement programs on a monthly basis; representatives of the Government of Indonesia will meet regularly with representatives of the Government of the United States to discuss these programs and reports.

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

For economic development purposes as may be mutually agreed upon including use for the self-help measures included in Item V.

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

Done at Djakarta, in duplicate, this 5th day of August, 1968.

FOR THE GOVERNMENT OF THE
UNITED STATES OF AMERICA

MARSHALL GREEN

FOR THE GOVERNMENT OF THE
REPUBLIC OF INDONESIA

ADAM MALIK

AFGHANISTAN
Technical Cooperation

Agreement extending the agreement of June 30, 1953, as extended.

Effectuated by exchange of notes

Signed at Kabul June 29 and August 15 and 29, 1968;

Entered into force August 29, 1968;

Effective June 30, 1968.

The American Ambassador to the Prime Minister and Minister of Foreign Affairs of Afghanistan

No. 70

KABUL, June 29, 1968

EXCELLENCY:

I have the honor to refer to recent conversations between representatives of our two Governments concerning the Technical Cooperation Program Agreement signed at Kabul on June 30, 1953, as amended and extended. [¹]

I propose that Article IX of that Agreement, as amended, be further amended by substituting "September 30, 1968" for the date "June 30, 1968" in the two places where such date appears in the second sentence thereof.

If the foregoing proposal is acceptable to Your Excellency's Government, I have the honor to propose further that this Note and Your Excellency's Note in reply concurring therein shall constitute an Agreement between our two Governments which shall enter into force on the date of Your Excellency's reply and shall be deemed to have effect from June 30, 1968.

Accept, Excellency, the assurances of my highest consideration.

ROBERT G. NEUMANN

His Excellency

NUR AHMAD ETEMADI,

Prime Minister

and Minister of Foreign Affairs,

Kabul.

¹ TIAS 2856, 6468; 4 UST 2012; *ante*, p. 4722.

The Acting Prime Minister of Afghanistan to the American Ambassador

جلاللتماب عزیز!

وصول نامه شماره ۲۰ مورخ ۲۱ جون ۱۹۶۸ مطابق ۸ سرطان ۱۲۴۷

جلاللتماب شما را که عنوانی جعج صدر اعظم در مورد موافقتنامه پروژه هستاری - تخفیکی که تاریخ ۳۰ جون ۱۹۶۳ در تابل امضاء تردیده است تحریر شده اطمینان میدم.

پیشنهاد شما درباره تمدیل ماده ۹ / موافقتنامه منتهی بر تدبیت تاریخ آن از ۳۰ جون ۱۹۶۸ الی ۳۰ سپتامبر ۱۹۶۸ طرف تبیون است. بدین وسیله موافق حکومت پادشاهی افغانستان را در زمینه اظهار داشته پیشنهاد مینمایم که در ماده ۹ / موافقتنامه مذکور تمدیل دیگری منس برتدبیت تاریخ آن از ۳۰ سپتامبر ۱۹۶۸ به ۳۱ دسامبر ۱۹۶۸ بعمل آید.

در صورت موافق حکومت شما با پیشنهاد فوق این نامه و نامه جوابیه جلاللتماب شما مائیت یک موافق نامه را بین طرفین خواهد داشت. احترامات فایقه ام را پرسید.

دکتور علی‌محمد پریسل
وی صدارت

کتابخانه
۱۲۴۷

جلاللتماب را بسته نیومن سفیر کیسر
آبان تحدیه امریکا - کتابخانه.

Translation

KABUL, Asad 24, 1347 (August 15, 1968)

EXCELLENCY:

I have the honor to acknowledge the receipt of Note No. 70, dated June 29, 1968, corresponding to Saratan 8, 1347, from Your Excellency addressed to His Excellency the Prime Minister concerning the Technical Cooperation Program Agreement signed at Kabul on June 30, 1953.

Your proposal to amend Article IX of the Agreement by extending its date from June 30, 1968 to September 30, 1968 is accepted.

In expressing the agreement of the Royal Government of Afghanistan to the foregoing, I respectfully propose that Article IX of the said Agreement be further amended by extending its date from September 30, 1968 to December 31, 1968.

If your Government agrees to the foregoing proposal, this note and Your Excellency's reply concurring therein shall constitute an Agreement between the two parties.

Accept, Excellency, the assurances of my highest consideration.

*DR. ALI AHMAD POPAL
Acting Prime Minister*

His Excellency

*ROBERT NEUMANN,
Ambassador of the United States of America,
Kabul.*

The American Ambassador to the Acting Prime Minister and Acting Minister of Foreign Affairs of Afghanistan

No. 83

KABUL, August 29, 1968

EXCELLENCY:

I have the honor to refer to Your Excellency's note of Asad 24, 1347 (August 15, 1968) regarding the extension of the Technical Assistance Program Agreement signed at Kabul on June 30, 1953, as amended and extended.

I note your acceptance of my proposal for the amendment of Article IX of the Agreement to read September 30, 1968 instead of June 30, 1968 and your proposal that the Agreement be further amended to provide in Article IX an expiration date of December 31, 1968.

Your Excellency's proposal is accepted and, along with my Note No. 70 and this reply, shall constitute an Agreement between our two

Governments which shall enter into force on this date and shall be deemed to have effect from June 30, 1968.

Accept, Excellency, the assurances of my highest consideration.

ROBERT G. NEUMANN

His Excellency

Dr. Ali AHMAD POPAL,
Acting Prime Minister
and Acting Minister of Foreign Affairs,
Kabul.

BARBADOS

Alien Amateur Radio Operators

*Agreement effected by exchange of notes
Dated at Bridgetown September 10 and 12, 1968;
Entered into force September 12, 1968.*

*The Ministry of External Affairs of Barbados to the
American Embassy*

No. 9130

The Ministry of External Affairs of Barbados presents its compliments to the Embassy of the United States of America and has the honour to refer to conversations between representatives of the Government of the United States of America and the Government of Barbados relating to the possibility of concluding an agreement between the two Governments with a view to the reciprocal granting of authorizations to permit licensed amateur radio operators of either country to operate their stations in the other country, in accordance with the provisions of Article 41 of the international Radio Regulations, Geneva, 1959. [¹] It is proposed that an agreement with respect to this matter be concluded as follows:

- (i) An individual who is licensed by his Government as an amateur radio operator and who operates an amateur radio station licensed by such Government shall be permitted by the other Government, on a reciprocal basis and subject to the conditions stated below, to operate such station in the territory of such other Government.
- (ii) The individual who is licensed by his Government as an amateur radio operator shall, before being permitted to operate his station as provided for in paragraph (i), obtain from the appropriate administrative agency of the other Government an authorization for that purpose.
- (iii) The appropriate administrative agency of each Government may issue an authorization, as prescribed in paragraph (ii), under such conditions and terms as it may prescribe, including the right of cancellation at the convenience of the issuing Government at any time.

¹ TIAS 4893; 12 UST 2638.

Upon the receipt of a reply note from the Embassy of the United States of America indicating the concurrence of the Government of the United States of America, it will be considered that this note and the reply note constitute an agreement between the two Governments, such agreement to be in force as of the date of the reply note and to be subject to termination by either Government giving six months' notice, in writing, of its intention to terminate.

The Ministry of External Affairs of Barbados avails itself of this opportunity to renew to the Embassy of the United States of America the assurances of its highest consideration.

MINISTRY OF EXTERNAL AFFAIRS,
BARBADOS.

10th September, 1968.



*The American Embassy to the Ministry of External Affairs
of Barbados*

No. 103

The Embassy of the United States of America presents its compliments to the Ministry of External Affairs of Barbados and has the honor to refer to the Ministry's note No. 9130 of September 10, 1968, in which reference is made to conversations between representatives of the Government of the United States of America and representatives of the Government of Barbados relating to the possibility of concluding an agreement between the two Governments with a view to the reciprocal granting of authorizations to permit licensed amateur radio operators of either country to operate their stations in the other country, in accordance with the provisions of Article 41 of the international Radio Regulations, Geneva, 1959.

Pursuant to section 303 (1) (2) and 310 (a) of the Communications Act of 1934 as amended 47 U.S.C. 303 (1) (2), 310 (a), the Government of the United States of America is prepared to conclude an agreement with respect to this matter as follows:

- (i) An individual who is licensed by his Government as an amateur radio operator and who operates an amateur radio station licensed by such Government shall be permitted by the other Government, on a reciprocal basis and subject to conditions stated below, to operate such station in the territory of such other Government.
- (ii) The individual who is licensed by his Government as an amateur radio operator shall, before being permitted to operate his station as provided for in paragraph (i), obtain from the appropriate administrative agency of the other Government an authorization for that purpose.
- (iii) The appropriate administrative agency of each Government may issue an authorization, as prescribed in paragraph (ii), under such conditions and terms as it may prescribe, including the right of cancellation at the convenience of the issuing Government at any time.

In accordance with the suggestion made in the Ministry's note, that note and this reply note indicating the concurrence of the Government of the United States of America are considered as constituting an agreement between the two Governments, such agreement to be in force as of the date of this reply note and to be subject to termination by either Government giving six months' notice, in writing, of its intention to terminate.

The Embassy of the United States of America avails itself of this opportunity to renew to the Ministry of External Affairs of Barbados the assurances of its highest consideration.

EMBASSY OF THE UNITED STATES OF AMERICA
Bridgetown, September 12, 1968

COLOMBIA

Trade in Cotton Textiles

*Agreement effected by exchange of notes
Signed at Washington September 18, 1968;
Entered into force September 18, 1968;
Effective July 1, 1968.*

*The Secretary of State to the Colombian Ambassador and Superintendent
of Foreign Trade*

DEPARTMENT OF STATE
WASHINGTON
September 18, 1968

EXCELLENCY:

I have the honor to refer to the cotton textile agreement between our two Governments, signed at Bogota on June 9, 1965, as amended by exchanges of notes dated June 24, 1966, and February 20, 1968, [^] and to our discussions concerning the exports of cotton textiles from Colombia to the United States. I confirm, on behalf of my Government, the understanding that this agreement is replaced by a new agreement as provided in the following numbered paragraphs.

1. The term of this agreement shall be from July 1, 1968, through June 30, 1971. During the term of this agreement, the Government of Colombia shall limit annual exports of cotton textiles from Colombia to the United States to aggregate, group, and specific limits at the levels specified in the following paragraphs.

2. For the first agreement year, constituting the 12-month period beginning July 1, 1968, the aggregate limit shall be 32.5 million square yards equivalent.

3. Within the aggregate limit, the following group limits shall apply for the first agreement year:

| | In Million Square Yards Equivalent |
|--|---|
| Group I. Yarn (Categories 1-4) | 15.2 |
| Group II. Fabrics (Categories 5-27) | 16.7 |
| Group III. Made-up Goods, Apparel & Miscellaneous (Categories 28-64) | 0.6 |

¹ TIAS 5832, 6029, 6457; 16 UST 912; 17 UST 763; *ante*, p. 4665.

4. Within the limit for Group II, the following specific limits shall apply for the first agreement year:

| <u>Group II Fabrics</u> | <u>In Million Square Yards Equivalent</u> |
|-------------------------|--|
| Categories 5/6 | 1.8 of which not more than 0.3 shall be in Category 6 |
| Category 9 | 3.3 |
| Category 16 | 0.9 |
| Category 19 | 1.0 |
| Category 22 | 5.7 |
| Category 26 | 3.5 of which not more than 0.5 shall be in duck |

5. A. Within the aggregate limit, the limits for Groups II and III may be exceeded by not more than 5 percent. Within the Group limits, as they may be adjusted under this provision, specific limits may be exceeded by not more than 5 percent.

B. Within the aggregate limit the limit for Group I may be exceeded in any agreement year by the amount by which imports in the other groups are less than the sum of the limitations applicable to the other groups.

6. In the event of undue concentration in exports from Colombia to the United States of cotton textiles for which no specific ceilings are stated in paragraph 4, the Government of the United States of America may request consultation with the Government of Colombia in order to reach a mutually satisfactory solution to the problem. The Government of Colombia shall enter into such consultations when requested. Until a mutually satisfactory solution is reached, the Government of Colombia shall, starting with the twelve-month period beginning on the date of the request for consultation, limit the exports from Colombia to the United States in the category in question. This limit shall be one hundred five percent of the exports from Colombia to the United States in that category during the most recent twelve-month period preceding the request for consultation for which statistics are available to our two Governments on the date of the request.

7. The Government of Colombia shall use its best efforts to space exports from Colombia to the United States within each category evenly throughout the agreement year, taking into consideration normal seasonal factors.

8. In the second and succeeding twelve-month periods for which any limitations are in force under this agreement, the level of exports permitted under such limitations shall be increased by 5 percent of the corresponding levels for the preceding twelve-month period, the latter levels not to include any adjustments under paragraph 5.

9. The two Governments recognize that the successful implementation of this agreement depends in large part upon mutual cooperation on statistical questions. The Government of the United States of America shall promptly supply the Government of Colombia with monthly data on imports of cotton textiles from Colombia. The Government of Colombia shall promptly supply the Government of the United States of America with data on monthly exports of cotton textiles to the United States. Each Government agrees to supply promptly any other available relevant statistical data requested by the other Government.

10. In the implementation of this agreement, the system of categories and the rates of conversion into square yard equivalents listed in Annex A hereto shall apply. In any situation where the determination of an article to be a cotton textile would be affected by whether the criterion provided for in Article 9 of the Long-Term Arrangement is used or the criterion provided for in paragraph 2 of Annex E of the Long-Term Arrangement [1] is used, the chief value criterion used by the Government of the United States of America in accordance with paragraph 2 of Annex E shall apply.

11. The Government of the United States of America and the Government of Colombia agree to consult on any question arising in the implementation of the agreement.

12. Mutually satisfactory administrative arrangements or adjustments may be made to resolve minor problems arising in the implementation of this agreement including differences in points of procedures or operation.

13. If the Government of Colombia considers that as a result of limitations specified in this agreement, Colombia is being placed in an inequitable position *vis-a-vis* a third country, the Government of Colombia may request consultation with the Government of the United States of America with the view to taking appropriate remedial action such as reasonable modification of this agreement.

14. During the term of this agreement, the Government of the United States of America will not request restraint on the export of cotton textiles from Colombia to the United States under the provisions of Article 3 of the Long-Term Arrangement. The applicability of the Long-Term Arrangement to trade in cotton textiles between Colombia and the United States shall otherwise be unaffected by this agreement.

15. During each of the three agreement years, the two Governments will charge against the specific, group and aggregate limits applicable for each such year the following quantities as compensation for overshipments during the twelve-month period beginning July 1, 1967, and imported into the United States through September 13, 1968:

¹ TIAS 5240, 6289; 13 UST 2672; 18 UST 1337.

| | First Agreement Year | Second Agreement Year | Third Agreement Year |
|--------------------|------------------------------|--------------------------|-------------------------|
| | (In Square Yards Equivalent) | | |
| Aggregate | 2, 081, 711 | 1, 040, 855 | 1, 040, 855 |
| Group I | 1, 658, 853 | 829, 426 | 829, 426 |
| Group II | 668, 253 | 334, 126 | 334, 127 |
| Category 9 | 333, 080 | 166, 540 | 166, 540 |
| Category 22 | 493, 793 | 246, 896 | 246, 896 |
| Category 26 | 551, 070 | 275, 535 | 275, 534 |
| Category 26 (duck) | 59, 523 | 29, 761 | 29, 761 |

Any exports made in the twelve-month period beginning July 1, 1967 that are imported into the United States after September 13, 1968, will be charged against limits applicable to the first agreement year.

16. Both Governments shall take appropriate measures of export and import control to implement the limitation provisions of the agreement. The nature of these measures may be a matter of discussion between the two Governments.

17. Either Government may terminate this agreement, effective at the end of an agreement year, by written notice to the other Government to be given at least 90 days prior to the end of such agreement year. Either Government may at any time propose revisions in the terms of the agreement.

If the foregoing conforms with the understanding of your Government, this note and your Excellency's note of acceptance on behalf of the Government of Colombia shall constitute an agreement between our Governments.

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

For the Secretary of State:

JULIUS L. KATZ

Attachment:
Annex A

His Excellency

Dr. JORGE VALENCIA JARAMILLO
*Ambassador Extraordinary and
 Plenipotentiary of Colombia and
 Superintendent of Foreign Trade*

Annex A

| <u>Category Number</u> | <u>Description</u> | <u>Unit</u> | <u>Conversion Factor to Syds.</u> |
|------------------------|---|-------------|-----------------------------------|
| 1 | Cotton Yarn, carded, singles | Lbs. | 4. 6 |
| 2 | Cotton Yarn, carded, plied | Lbs. | 4. 6 |
| 3 | Cotton Yarn, combed, singles | Lbs. | 4. 6 |
| 4 | Cotton Yarn, combed, plied | Lbs. | 4. 6 |
| 5 | Gingham, carded | Syds. | Not required |
| 6 | Gingham, combed | Syds. | Not required |
| 7 | Velveteen | Syds. | Not required |
| 8 | Corduroy | Syds. | Not required |
| 9 | Sheeting, carded | Syds. | Not required |
| 10 | Sheeting, combed | Syds. | Not required |
| 11 | Lawns, carded | Syds. | Not required |
| 12 | Lawns, combed | Syds. | Not required |
| 13 | Voile, carded | Syds. | Not required |
| 14 | Voile, combed | Syds. | Not required |
| 15 | Poplin and Broadcloth, carded | Syds. | Not required |
| 16 | Poplin and Broadcloth, combed | Syds. | Not required |
| 17 | Typewriter ribbon cloth | Syds. | Not required |
| 18 | Printcloth, shirting type, 80 x 80 type, carded | Syds. | Not required |
| 19 | Printcloth, shirting type, other than 80 x 80 type, carded | Syds. | Not required |
| 20 | Shirting, Jacquard or dobby, carded | Syds. | Not required |
| 21 | Shirting, Jacquard or dobby, combed | Syds. | Not required |
| 22 | Twill and sateen, carded | Syds. | Not required |
| 23 | Twill and sateen, combed | Syds. | Not required |
| 24 | Woven fabrics, n.e.s., yarn dyed, carded | Syds. | Not required |
| 25 | Woven fabrics, n.e.s., yarn dyed combed | Syds. | Not required |
| 26 | Woven fabrics, n.e.s., other, carded | Syds. | Not required |
| 27 | Woven fabrics, n.e.s., other combed | Syds. | Not required |
| 28 | Pillowcases, not ornamented, carded | Numbers | 1. 084 |
| 29 | Pillowcases, not ornamented, combed | Numbers | 1. 084 |
| 30 | Towels, dish | Numbers | . 348 |
| 31 | Towels, other | Numbers | . 348 |
| 32 | Handkerchiefs, whether or not in the piece | Dozen | 1. 66 |
| 33 | Table damask and manufactures | Lb. | 3. 17 |
| 34 | Sheets, carded | Numbers | 6. 2 |
| 35 | Sheets, combed | Numbers | 6. 2 |
| 36 | Bedspreads and quilts | Numbers | 6. 9 |
| 37 | Braided and woven elastic | Lbs. | 4. 6 |
| 38 | Fishing nets and fish netting | Lbs. | 4. 6 |
| 39 | Gloves and mittens | Dozen | 3. 527 |
| 40 | Hose and half hose | Doz. prs. | 4. 6 |
| 41 | T-shirts, all white, knit men's and boys' | Dozen | 7. 234 |
| 42 | T-shirts, other knit | Dozen | 7. 234 |
| 43 | Shirts, knit, other than T-shirts and sweatshirts | Dozen | 7. 234 |
| 44 | Sweaters and cardigans | Dozen | 36. 8 |
| 45 | Shirts, dress, not knit, men's and boys' | Dozen | 22. 186 |
| 46 | Shirts, sport, not knit, men's and boys' | Dozen | 24. 457 |
| 47 | Shirts, work, not knit, men's and boys' | Dozen | 22. 186 |
| 48 | Raincoats, $\frac{3}{4}$ length or longer, not knit | Dozen | 50. 0 |
| 49 | Coats, other, not knit | Dozen | 32. 5 |
| 50 | Trousers, slacks and shorts (outer) not knit, men's and boys' | Dozen | 17. 797 |

| <u>Category Number</u> | <u>Description</u> | <u>Unit</u> | <u>Conversion Factor to Syds.</u> |
|------------------------|--|-------------|-----------------------------------|
| 51 | Trousers, slacks and shorts (outer) not knit, women's, girls' and infants' | Dozen | 17.797 |
| 52 | Blouses, not knit | Dozen | 14.53 |
| 53 | Dresses (including uniforms) not knit | Dozen | 45.3 |
| 54 | Playsuits, sunsuits, washsuits, creepers, rompers, etc., not knit, n.e.s. | Dozen | 25.0 |
| 55 | Dressing gowns, including bathrobes and beachrobes, lounging gowns, house-coats, and dusters, not knit | Dozen | 51.0 |
| 56 | Undershirts, knit, men's and boys' | Dozen | 9.2 |
| 57 | Briefs and undershorts, men's and boys' | Dozen | 11.25 |
| 58 | Drawers, shorts and briefs, knit, n.e.s. | Dozen | 5.0 |
| 59 | All other underwear, not knit | Dozen | 16.0 |
| 60 | Pajamas and other nightwear | Dozen | 51.95 |
| 61 | Brassieres and other body supporting garments | Dozen | 4.75 |
| 62 | Wearing apparel, knit, n.e.s. | Lbs. | 4.6 |
| 63 | Wearing apparel, not knit, n.e.s. | Lbs. | 4.6 |
| 64 | All other cotton textiles | Lbs. | 4.6 |

The Colombian Ambassador to the Secretary of State

EMBAJADA DE COLOMBIA
WASHINGTON
September 18, 1968

EXCELLENCY:

I have the honor to acknowledge receipt of your Note of September 18, 1968, referring to recent discussions between representatives of our two Governments concerning exports of cotton textiles from Colombia to the United States and confirming, on behalf of your Government, that the Agreement between our two Governments dated June 9, 1965, as amended, is to be replaced by a new Agreement as set out in your Note.

I have the honor to confirm, on behalf of my Government, that the understandings referred to in your Note are the same as the understandings of my Government and that the text of the new Agreement as set out in Your Excellency's Note is acceptable to my Government. I further have the honor to concur in the proposal that Your Excellency's note and this Note shall constitute an Agreement between our two Governments.

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

JORGE VALENCIA J

His Excellency

DEAN RUSK,

*Secretary of State,
Washington, D.C.*

SAUDI ARABIA
Television System and Radio Facility

*Agreement extending the agreement of December 9, 1963, and
January 6, 1964, as amended and extended.*

Effectuated by exchange of notes

Signed at Jidda June 30 and July 30, 1968;

Entered into force July 30, 1968.

*The American Chargé d'Affaires ad interim to the Minister of State
for Foreign Affairs of Saudi Arabia*

No. 626

JIDDA, June 30, 1968

EXCELLENCY:

I have the honor to refer to the agreement between the Government of the United States of America and the Government of the Kingdom of Saudi Arabia effected by an exchange of notes signed at Jidda on December 9, 1963, and January 6, 1964, for the Establishment of a Television System in Saudi Arabia, to the exchange of notes in extension thereof signed June 27 and July 30, 1966, and to the exchange of notes in amendment thereto signed May 23 and May 27, 1967.^[1]

I have the honor to propose that the agreement as previously amended be further extended for two years, until July 30, 1970, without additions or alterations.

This note and Your Excellency's reply thereto concurring therein shall constitute an extension of the aforementioned agreement between our two Governments and shall enter into force upon the date of Your Excellency's reply.

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

WILLIAM A. STOLTZFUS

His Excellency

SAYYED OMAR SAQQAF,
*Minister of State for Foreign Affairs,
Jidda.*

¹ TIAS 5659, 6071, 6413; 15 UST 1864; 17 UST 1137; 18 UST 3178.

*The Minister of State for Foreign Affairs of Saudi Arabia to the
American Chargé d'Affaires ad interim*

الرقم : ٨٢ / ١ / ٦٣٥٠ / ٣

المملكة العربية السعودية

مصاحبات ماده

بالإشارة إلى كتاب سيرة الولايات المتحدة الأمريكية بجده رقم ٦٢٦ وتاريخ ٣٠ يونيو ١٨٧٤ بشأن الاختلاف البريسي بين حكمي الملك العربي السعودي وحكومة الولايات المتحدة الأمريكية وقتاً للذكرات التبادلية والمقسم يوم ١ ديسمبر ١٩٣٦، يبيان أن إقامة شركه طفريزيس نـ الملك العربي السعودي ، وإلى الذكرات التبادلـ لتنزيـدـهاـ والـرـقمـ نـ ٢٣ مـارـسـ ١٩٦٦ ، ٣٠ يـولـيوـ ١٩٦٦ ، وإلى الذـكـرـاتـ التـبـادـلـ العـدـلـ لـهـاـ الرـقـمـ نـ ٢٢ مـارـسـ ١٩٧٠ ، وأـقـراـحـ تـسـيـدـ الاـخـافـيـهـ المـعـدـلـ لـمـدـدـ سـنـتـيـنـ أـخـيـنـ تـتـهـنـ نـ ٣٠ يـولـيوـ ١٩٧٠ بـدـونـ ضـائـاتـ أوـتـهـيـاتـ .

وقبل دا ياصاحب السعادة نافق شهادتي ودانير تدبرى

صاحب السعادة ديميتري ستولز نوس
القائم باعمال سفارة الولايات المتحدة

Translation

KINGDOM OF SAUDI ARABIA
MINISTRY OF FOREIGN AFFAIRS

No. 87/1/1/6850/3

5/5/1388 H
[corresponding to 7/30/68]

EXCELLENCY:

In reference to the note of His Excellency the Ambassador of the United States of America at Jidda, No. 626, dated June 30, 1968, concerning the agreement between the Government of the Kingdom of Saudi Arabia and the Government of the United States of America effected by an exchange of notes signed on December 9, 1963 and January 6, 1964, for the establishment of a television system in the Kingdom of Saudi Arabia, to the exchange of notes in extension thereof signed on June 27 and July 30, 1966, to the exchange of notes in amendment thereto signed on May 23 and May 27, 1968, and to your proposal that the agreement as previously amended be further extended for two years, until July 30, 1970, without additions or alterations, I have the pleasure to inform Your Excellency of the concurrence of the Government of the Kingdom of Saudi Arabia on the extension of the aforementioned agreement as amended for two more years beginning on the date of this note and ending on July 30, 1970, without additions or alterations, and of considering the aforementioned note of His Excellency the Ambassador and our present reply thereto as constituting an extension of the aforementioned agreement between our two Governments.

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

OMAR SAQQAF

His Excellency

WILLIAM ALFRED STOLTZFUS,
*Chargé d'Affaires of the Embassy
of the United States of America, Jidda.*

INDONESIA
Agricultural Commodities

*Agreement signed at Djakarta August 16, 1968;
Entered into force August 16, 1968.*

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

The Government of the United States of America and the Government of the Republic of Indonesia, as a fifth supplement to the Agreement for Sales of Agricultural Commodities between the two Governments signed on September 15, 1967^[1] (hereinafter referred to as the September Agreement), have agreed to the sales of commodities specified below. This supplementary agreement shall consist of the Preamble, Parts I and III, and the Convertible Local Currency Credit Annex of the September Agreement, together with the following Part II.

PART II - PARTICULAR PROVISIONS

ITEM I. Commodity Table:

| <u>Commodity</u> | <u>Supply Period</u> | <u>Approximate Maximum Quantity</u> | <u>Maximum Export Market Value</u> |
|----------------------------------|------------------------------|-------------------------------------|------------------------------------|
| Bulgur | Calendar Years 1968 and 1969 | 50,000 Metric Tons | \$ 4,630,000 |
| Wheat Flour | Calendar Years 1968 and 1969 | 150,000 Metric Tons | \$ 12,470,000 |
| Ocean Transportation (estimated) | | | \$ 4,000,000 |
| | | | <hr/> <u>\$ 21,100,000</u> |

¹ TIAS 6346; 18 UST 2393.

ITEM II. Payment Terms**Convertible Local Currency Credit**

1. Initial Payment – None.
2. Number of Installment Payments – 31.
3. Amount of each Installment Payment – Approximately equal annual amounts.
4. Due date of First Installment Payment – 10 years after date of last delivery of commodities in each calendar year.
5. Initial Interest Rate – 2 percent.
6. Continuing Interest Rate – 2½ percent.

ITEM III. Usual Marketings: Waived**ITEM IV. Export Limitations:**

- A. With regards to each commodity financed under this agreement, the export limitation period for the same or like commodities shall be the period beginning on the date of this agreement and ending on the final date on which the commodity financed under this agreement is imported and utilized.
- B. For the purposes of Part I, Article III. A. 3. of the agreement, the commodities considered to be the same as, or like, the commodities imported under this agreement are: for wheat/wheat flour and bulgur, wheat and wheat products.

ITEM V. Self-Help Measures:

To promote increased consumption of wheat and wheat products in Indonesia, the Government of Indonesia is undertaking the following measures:

- A. During the period of importation the Government of Indonesia intends to ensure that all flour is sold at uniform port prices consistent with its price policy objectives for rice.
- B. Wheat products are to be sold through normal commercial channels to the maximum extent practicable.
- C. The Government of Indonesia intends to take necessary measures to ensure minimum possible losses due to handling and storage.
- D. The Government of Indonesia agrees to inform the United States Government on arrivals and distributions, and quarterly – beginning on October 1, 1968 – on the achievement of the objectives of this agreement.

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

For economic development purposes as may be mutually agreed upon including use for the self-help measures included in Item V.

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

DONE at Djakarta, in duplicate, this 16th day of August, 1968.

FOR THE GOVERNMENT OF THE FOR THE GOVERNMENT OF THE
UNITED STATES OF AMERICA REPUBLIC OF INDONESIA

MARSHALL GREEN

ADAM MALIK

INDONESIA

Agricultural Commodities

*Agreement signed at Djakarta September 5, 1968;
Entered into force September 5, 1968.*

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

The Government of the United States of America and the Government of the Republic of Indonesia, as a sixth supplement to the Agreement for Sales of Agricultural Commodities between the two Governments signed on September 15, 1967^[1] (hereinafter referred to as the September Agreement), have agreed to the sales of commodities specified below. This supplementary agreement shall consist of the Preamble, Parts I and III, and the Convertible Local Currency Credit Annex of the September Agreement, together with the following Part II.

PART II - PARTICULAR PROVISIONS

ITEM I. Commodity Table:

| <u>Commodity</u> | <u>Supply Period</u> | <u>Approximate Maximum Quantity</u> | <u>Maximum Export Market Value</u> |
|----------------------------------|----------------------|-------------------------------------|------------------------------------|
| Rice | US Fiscal Year 1969 | 100,000 Metric Tons | \$ 18,500,000 |
| Ocean Transportation (estimated) | | | \$ 1,300,000 |
| | | | <hr/> <u>\$ 19,800,000</u> |

¹ TIAS 6346; 18 UST 2393.

ITEM II. Payment Terms**Convertible Local Currency Credit**

1. Initial Payment - None
2. Number of Installment Payments - 31
3. Amount of each Installment Payment - Approximately equal annual amounts.
4. Due date of First Installment Payment - 10 years after date of last delivery of commodities in each calendar year.
5. Initial Interest Rate - 2 percent.
6. Continuing Interest Rate - 2½ percent.

ITEM III. Usual Marketings: Waived**ITEM IV. Export Limitations:**

- A. With regards to each commodity financed under this agreement, the export limitation period for the same or like commodities shall be the period beginning on the date of this agreement and ending on the final date on which the commodity financed under this agreement is imported and utilized.
- B. For the purposes of Part I, Article III. A. 3. of the agreement, the commodities considered to be the same as, or like, the commodities imported under this agreement are: rice in the form of paddy, brown or milled rice.

ITEM V. Self-Help Measures:

Provisions of Item V, Part II of the third, fourth and fifth supplements^[1] to the September 15, 1967 agreement shall be applicable to this supplementary agreement.

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

For economic development purposes as may be mutually agreed upon including use for the self-help measures included in Item V.

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

DONE at Djakarta, in duplicate, this fifth day of September, 1968.

FOR THE GOVERNMENT OF THE
UNITED STATES OF AMERICA

JACK W LYDMAN

FOR THE GOVERNMENT OF THE
REPUBLIC OF INDONESIA

ADAM MALIK

¹ TIAS 6473, 6551, 6556; *ante*, pp. 4757, 5987, 6006.

JAPAN
Tracking Station in Okinawa

*Agreement effected by exchange of notes
Dated at Tokyo September 2, 1968;
Entered into force September 2, 1968.*

たは琉球政府の要請がある場合には、その資料を公開し、または複写することを妨げない。

II. この追跡所に関するその他の取極は、必要な場合に、日本国政府と合衆国政府との間で協議の上決定する。

外務省は、さらに、在本邦アメリカ合衆国大使館に対し、前記の了解がアメリカ合衆国政府の了解でもあることを確認されるよう要請する光栄を有する。

波数帯域について有害とならないように保護を与えるためあらゆる妥当な努力をする。合衆国の当局は、妨害が起らないことを保障することはできないが、沖縄における合衆国の活動と両立することを条件として、かかる妨害を除去することに努める。

追跡所の職員及び沖縄の合衆国の関係当局は、この追跡所において受信する前記の周波数帯域の保護に関して生ずることあるべき諸問題について協議する。

7. この追跡所の土地、建物及び設備は、日本国政府の財産とする。
8. この追跡所に勤務する職員は、科学技術庁宇宙開発推進本部に所属する日本国政府の国家公務員とする。
9. この追跡所の建設、運営、保守及び維持は、日本国政府の責任とする。
10. この追跡所において取得される資料は、日本国政府に帰属する。もつとも、合衆国の当局ま

本部によつて運営される追跡所群の一であり、
ドップラー周波数測定によりその業務を行なう。

- 3 追跡所の設置場所は、沖繩島恩納村安富祖高
武名原 1039 (北緯26度30分、東経127
度54分)とする。
- 4 追跡所は、次の業務を行なう。
 - (1) 日本の人工衛星から発射される136~137
メガサイクル及び400.05~4.01メガサ
イクルの周波数帯の電波を受信し、及びその
ドップラー周波数を測定すること。
 - (2) ドップラー周波数に関する測定資料を東京
の科学技術庁宇宙開発推進本部へ伝送するこ
と。
 - (3) その他予報値の受信、機器の保守及び調整、
観測業務に必要な他の追跡所との連絡等人工
衛星の追跡に伴う付隨的業務を行なうこと。
- 5 この追跡所は、電波の発射を行なわない。
- 6 合衆国の当局は、副次的な電波の発射等を含
む電波妨害が、この追跡所において受信する周

The Japanese Ministry of Foreign Affairs to the American Embassy¹



米北第295号

昭和43年9月2日

口 上 書

外務省は、在本邦アメリカ合衆国大使館に敬意を表するとともに、日本国政府が昭和43年以降に日本で打ち上げる人工衛星の追跡業務を行なうため沖縄に設置することを計画している電波追跡所に関し、日本国政府及びアメリカ合衆国政府は、日本国及びアメリカ合衆国の外交当局間の協議及び科学技術庁と沖縄の合衆国当局との間のこれまでの討議を通じて次のとおり合意に到達したことを見認する光栄を有する。

1. 日本国政府は、科学技術庁の付属機関である宇宙開発推進本部の支所として、沖縄電波追跡所を設置する。
2. この追跡所は、日本国で打ち上げる人工衛星の追跡を行なうため、科学技術庁宇宙開発推進

¹ For the English language text, see p. 6015.

*The American Embassy to the Japanese Ministry of
Foreign Affairs*

No. 1261

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 Verbale of September 2, 1968 (No. 295/AMN) which reads in English translation as follows:

"The Ministry of Foreign Affairs presents its compliments to the Embassy of the United States of America, and has the honour, in regard to the satellite tracking station which the Government of Japan is planning to establish in Okinawa for the tracking of satellites which the Japanese Government will launch in Japan in and after 1968, to confirm that the Governments of Japan and the United States of America have arrived at Agreement, as set forth in the following, through consultations between the diplomatic authorities of Japan and the United States of America and through discussions held to date between the Science and Technology Agency of the Government of Japan and the United States authorities concerned in Okinawa.

"1. The Government of Japan will establish the 'Okinawa Satellite Tracking Station', as the branch office of the National Space Development Center, which is an organ attached to the Science and Technology Agency.

"2. This Tracking Station will be one of the stations of the group operated by the National Space Development Center of the Science and Technology Agency for the purpose of tracking satellites to be launched in Japan, and will conduct its work by Doppler frequency measurement.

"3. The site of the Tracking Station will be 1039, Takannahara, Afuso, Onna Village, Okinawa Island (26°30' North Latitude, 127°54' East Longitude.)

"4. The Tracking Station will engage in the following work:

(1) The Station will receive radio waves of the 136-137 megacycle and 400.05-401 megacycle frequency bands transmitted by Japanese satellites, and measure their Doppler frequency.

(2) The Station will transmit measurement data concerning Doppler frequencies to the National Space Development Center of the Science and Technology Agency in Tokyo.

(3) It will also engage in other work incidental to the tracking of satellites, such as receiving forecasts of orbits, maintenance and regulation of machines and instruments, and liaison with other tracking stations needed for observation work.

"5. This Tracking Station will not emit radio waves.

"6. The United States authorities will make every reasonable effort to provide protection so that radio-wave obstruction, in-

cluding the emission of secondary radio-waves, will not be harmful in regard to the frequency bands which will be received by this Tracking Station. The United States authorities cannot guarantee that interference will not arise, but will attempt to eliminate any such interference provided the elimination will be compatible with United States operations on Okinawa.

"The Tracking Station staff and the United States authorities concerned in Okinawa will consult about any problems which may arise with respect to the protection of the above frequency bands to be received by this Tracking Station.

"7. The land, buildings and facilities of this Tracking Station will be the property of the Government of Japan.

"8. The staff serving at this Tracking Station will be officials of the Japanese Government belonging to the National Space Development Center of the Science and Technology Agency.

"9. The Japanese Government will be responsible for the construction, operation, upkeep and maintenance of this Tracking Station.

"10. Data obtained at this Tracking Station will belong to the Japanese Government. However, this shall not preclude the public release of the data or making copies of the data, if requested by the United States authorities or the Government of the Ryukyu Islands.

"11. Other arrangements concerning this Tracking Station will be decided through consultations between the Government of Japan and the Government of the United States as occasion demands.

"The Ministry of Foreign Affairs has further the honour to request the Embassy of the United States of America to confirm that the foregoing understanding is also the understanding of the Government of the United States of America.

"*TOKYO, September 2, 1968.*"

The Embassy of the United States of America has the honor to state that the understandings set forth in the Ministry's Note are also the understandings of the Government of the United States of America.

The Embassy of the United States of America avails itself of this opportunity to renew to the Ministry of Foreign Affairs the assurances of its highest consideration.

R A E

EMBASSY OF THE UNITED STATES OF AMERICA,
Tokyo, September 2, 1968.

BRAZIL

Consultations on Maritime Transportation

*Agreement effected by exchange of notes
Signed at Rio de Janeiro September 18 and 20, 1968;
Entered into force September 20, 1968.*

*The Brazilian Minister of External Relations to the
American Ambassador [1]*

MINISTERIO DAS RELAÇÕES EXTERIORES

DTC/DAS/DAI/243/585.(22)

EM 18 DE SETEMBRO DE 1968.

SENHOR EMBAIXADOR,

Tenho a honra de referir-me aos entendimentos havidos entre as Delegações do Brasil e dos Estados Unidos da América, em reunião realizada em Washington, de 8 a 12 de julho passado, relativos à conveniência do estabelecimento de um canal direto de comunicações entre as autoridades competentes dos dois Governos, de forma a facilitar e tornar mais flexível a troca de pontos de vista e a adoção de medidas apropriadas para a solução de problemas comuns de transporte marítimo.

2. Levando em conta êsses entendimentos, o Governo brasileiro propõe o estabelecimento de um mecanismo de consulta entre as autoridades governamentais dos dois países que tenham um interesse direto no transporte marítimo internacional. Essas autoridades são, do lado brasileiro, a Comissão de Marinha Mercante do Ministério dos Transportes; do lado norte-americano, para este efeito, o Departamento de Estado, e, para casos específicos, dependendo da matéria a ser considerada, o Departamento dos Transportes, a Administração Marítima, e a Comissão Marítima Federal. Fica estabelecido que o Departamento de Estado (o Secretário de Estado Adjunto para Assuntos Econômicos) será o responsável pelos Estados Unidos da América, na organização das consultas.

3. Sempre que fôr necessário, as autoridades marítimas do Brasil e dos Estados Unidos da América se reunirão em consulta, durante as quais poderão examinar o desenvolvimento do tráfego marítimo entre os dois países, bem como todos os aspectos da conjuntura internacional que estejam influenciando ou possam vir a influenciar êsse

¹ For the English language text, see p. 6018.

desenvolvimento, e discutir a adoção das medidas apropriadas para a solução de qualquer dos problemas então identificados. Na hipótese de as medidas acordadas, dada sua natureza, necessitarem de decisão de alto nível, as autoridades marítimas farão as necessárias recomendações aos respectivos Governos.

4. A menos que se convencione de outra forma, fica entendido que as consultas terão lugar em Washington, caso as autoridades marítimas brasileiras solicitem o encontro, e no Rio de Janeiro, caso a solicitação tenha sido feita pelas autoridades marítimas norte-americanas.

5. As autoridades marítimas poderão também comunicar-se diretamente entre si, seja por correspondência, seja através de emissários, para tratar de assuntos cuja importância não requeira a convocação de consultas formais.

6. A convocação de reuniões de consulta, conforme estipulado no parágrafo 3 acima, deverá ser feita pelos canais diplomáticos normais e, a troca de correspondência, referida no parágrafo 5, poderá também ser efetuada através dos mesmos canais, de forma a que as autoridades marítimas possam-se beneficiar das facilidades oferecidas pelos serviços diplomáticos dos dois Governos.

7. Muito agradeceria a Vossa Excelênci a obséquio de confirmar que a presente Nota reflete exatamente os entendimentos havidos e que o Governo dos Estados Unidos da América concorda com a proposta nela formulada.

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

JOSÉ DE MAGALHÃES PINTO

A Sua Excelênci o Senhor JOHN W. TUTHILL,
*Embaixador Extraordinário e Plenipotenciário dos Estados Unidos
da América.*

*The American Chargé d'Affaires ad interim to the Brazilian Minister of
External Relations*

No. 911

EXCELLENCY:

I have the honor to acknowledge receipt of your Excellency's Note No. 243 of September 18, 1968 which reads as follows:

"MR. AMBASSADOR:

I have the honor to refer to the understandings reached by the Brazilian and American Delegations at the meeting held in Washington from July 8th to July 12th, 1968, regarding the desirability of the establishment of direct communications channels between the appropriate authorities of our two Governments so as to render easier and more flexible the exchange of points of view and the adoption of appropriate measures on common problems of maritime transportation.

TIAS 6559

2. Having in mind these understandings, the Brazilian Government proposes that a consultation mechanism be established between the Governmental authorities of the two countries which are directly interested in international maritime transportation. Such authorities are, in the case of Brazil, the "Comissão de Marinha Mercante" of the Ministry of Transportation. In the case of the United States, for this purpose, they are the Department of State, and, in appropriate cases, depending upon the matters under consideration, the Department of Transportation, the Maritime Administration, and the Federal Maritime Commission. It is understood that the Department of State (the Assistant Secretary of State for Economic Affairs) will be responsible for the United States in arranging consultations.

3. Whenever the need arises, the Brazilian and American maritime authorities will convene for consultations, during which they may examine developments in the maritime traffic between the two countries, as well as all aspects of the international conjuncture which may be influencing or may eventually influence these developments, and to discuss the adoption of the proper measures to cope with any problems thus identified. In case any measures agreed upon are of such character that might require decisions on higher level, the maritime authorities shall make the necessary recommendations to their respective Governments.

4. It is understood that, unless otherwise agreed, the consultations will take place in Washington in case the Brazilian maritime authorities request the meeting and in Rio de Janeiro in case such a request is made by the American maritime authorities.

5. The maritime authorities may also communicate directly with each other, either by correspondence or through envoys, to deal with matters of minor importance that do not require formal consultations.

6. The requests for consultations, as foreseen in the third paragraph above may also be made through these same channels so that the maritime authorities may benefit from the facilities offered by the diplomatic services of the two Governments.

7. I would appreciate your confirmation that this note reflects accurately the understandings which have been reached and that the United States Government agrees with this proposal.

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

I am pleased to confirm that the Note transcribed above reflects accurately the understandings reached during the meetings referred to therein and that the United States Government agrees with Your Excellency's proposal.

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

WILLIAM BELTON

Charge d'Affaires ad interim

EMBASSY OF THE UNITED STATES OF AMERICA
Rio de Janeiro, September 20, 1968

TIAS 6559

UNION OF SOVIET SOCIALIST REPUBLICS
Air Transport Services

Agreement relating to the agreement of November 4, 1966, as amended.

Effectuated by exchange of notes

Dated at Moscow July 8, 1968;

Entered into force July 8, 1968.

*The American Embassy to the Ministry of Foreign Affairs of
the Union of Soviet Socialist Republics*

Note No. 2088

The Embassy of the United States of America refers the Ministry of Foreign Affairs of the Union of Soviet Socialist Republics to Article 2 (3) of the United States-Union of Soviet Socialist Republics Air Transport Agreement signed on November 4, 1966, as amended May 6, 1968.^[1] This Article provides that, "after the airline agreement has been thus approved and all other requirements with respect to the operation of the agreed services have been complied with, the Contracting Parties shall by an exchange of notes specify a date on which the agreed services may commence."

The Government of the United States is satisfied that requirements with respect to the initiation of the agreed services by Aeroflot have been complied with, including the following:

1. A foreign air carrier permit has been issued to Aeroflot by the United States Civil Aeronautics Board.
2. The agreement between Pan American World Airways and Aeroflot has been approved by the United States Civil Aeronautics Board.
3. Technical arrangements to implement Article I of the Supplementary Agreement have been agreed upon between the United States Federal Aviation Administration and the Soviet Ministry of Civil Aviation, as set forth in Memoranda of Understanding signed at Moscow on January 23, 1967, at New York on March 25, 1967, and at Washington on November 29, 1967.^[2]

¹ TIAS 6135; 6489; 17 UST 1909; *ante*, p. 4848.

² Not printed.

Meteorological arrangements have been agreed upon between the Environmental Science Services Administration and the Hydrometeorological Service of the Union of Soviet Socialist Republics, as set forth in a Memorandum signed at Geneva on May 3, 1967.^[1]

The Embassy would appreciate receiving confirmation that the Government of the Union of Soviet Socialist Republics is satisfied that requirements with respect to the initiation of the agreed services by Pan American World Airways have been complied with, and that the Union of Soviet Socialist Republics is agreeable to the commencement of services by each airline on or after July 15, 1968.

EMBASSY OF THE UNITED STATES OF AMERICA,
Moscow, July 8, 1968.

¹ Not printed.

*The Ministry of Foreign Affairs of the Union of Soviet Socialist
Republics to the American Embassy*

Министерство
Иностранных Дел СССР

№ 28/осма

Министерство Иностранных Дел Союза Советских Социалистических Республик, ссылаясь на п.3 статьи 2 Соглашения между Правительством Союза Советских Социалистических Республик и Правительством Соединенных Штатов Америки о воздушном сообщении от 4 ноября 1966 г., сообщает, что Соглашение о двустороннем предоставлении обслуживания между Транспортным Управлением международных воздушных линий Грэжданской авиации СССР и "Пан Америкэн Йорлд Эйрэйз, Инк." от 23 января 1967 года было одобрено Министерством гражданской авиации в день его подписания.

Поскольку Американской Стороной также выполнены требования в отношении эксплуатации договорных линий, Советская Сторона согласна, чтобы полеты по этим линиям, определенным в Соглашении между Правительством Союза Советских Социалистических Республик и Правительством Соединенных Штатов Америки о воздушном сообщении и Дополнительном Соглашении к нему от 4 ноября 1966 года, измененными на основании договоренности между сторонами от 6 мая 1968 года, были начаты с 15 июля 1968 года.

Москва, "8" июля 1968 года.

В ПОСОЛЬСТВО СОЕДИНЕННЫХ
ШТАТОВ АМЕРИКИ
г.Москва



Translation

MINISTRY OF FOREIGN AFFAIRS
OF THE USSR

No. 28/USA

The Ministry of Foreign Affairs of the Union of Soviet Socialist Republics, referring to Article 2, par. 3, of the Civil Air Transport Agreement between the Government of the Union of Soviet Socialist Republics and the Government of the United States of America of November 4, 1966, communicates that the Agreement on Reciprocal Servicing between the Transport Authority of the International Airlines of Civil Aviation of the USSR and "Pan American World Airways, Inc." of January 23, 1967, was approved by the Ministry of Civil Aviation on the day of its signing.

In as much as the American Side has also complied with the requirements with respect to the operation of the agreed services, the Soviet Side agrees that flights on the routes specified in the Civil Air Transport Agreement and the Supplementary Agreement thereto between the Government of the Union of Soviet Socialist Republics and the Government of the United States of America of November 4, 1966, as amended by the agreement between the Parties of May 6, 1968, shall commence on or after July 15, 1968.

Moscow, July 8, 1968.

[SEAL]

EMBASSY OF THE UNITED STATES OF AMERICA,
Moscow.

JAPAN
Trade in Cotton Textiles

Agreement amending the arrangement of January 12, 1968.

Effectuated by exchange of notes

Dated at Washington October 3, 1968;

Entered into force October 3, 1968;

Effective January 1, 1968.

The Secretary of State to the Ambassador of Japan

OCTOBER 3, 1968

The Secretary of State presents his compliments to His Excellency the Ambassador of Japan and has the honor to refer to the arrangement between the Governments of the United States of America and Japan, relating to trade in cotton textiles effected by an exchange of notes dated January 12, 1968, with related letters of the same date.^[1]

One of the above-mentioned exchanges of letters referred to the desirability of changing the classification of cotton textile products from Schedule A to TSUSA. It was noted in those letters that the two Governments established a working party to discuss changing the Schedule A classification appearing in the bilateral arrangement to the TSUSA classification now in use by the United States Bureau of Customs. As a result of these discussions, it is proposed that paragraph 6 of Annex A of the bilateral cotton textile arrangement between the two Governments be replaced, effective January 1, 1968, by paragraph 6 as set forth in enclosure No. 1 to this note and the reference to Schedule A in paragraph 4 of Annex A be deleted.

It is further proposed to amend another exchange of letters of January 12, 1968 [1] respecting certain items which are not included in Annex A of the arrangement but which are classified as "cotton textiles" by the Government of the United States of America. Accordingly, it is proposed that the list set forth in the attachment to the United States letter of January 12, 1968 be replaced as of January 1, 1968 by the list contained in enclosure No. 2 to the present note. It is further proposed that the last two sentences of the first paragraph of the United States letter of January 12, 1968 be amended as of January 1, 1968, with a corresponding change in the reply, to read as

¹ TIAS 6437; *ante*, p. 4419.

follows: "A list of these items, identified by the numbers of the 'Tariff Schedules of the United States Annotated,' in effect as of January 1, 1968 is attached to this letter. It is the understanding of the Government of the United States of America that the Government of Japan does not consider some products covered by the TSUSA numbers on this list to be cotton textiles."

If the foregoing proposals are acceptable to the Government of Japan, it is proposed that this note and the reply from the Government of Japan so indicating shall constitute an agreement between the two Governments.

J L K

Enclosures:

1. Paragraph 6 of Annex A
2. List of TSUSA numbers for the letter on exclusions

DEPARTMENT OF STATE,
Washington, D.C.,

Enclosure 1

6. With regard to Categories 63 and 64 referred to in subparagraph 2 (c) of the arrangement and in paragraphs 2, 3, and 4 of this Annex, the following items or products as identified by TSUSA numbers shall be included (effective January 1, 1968):

CATEGORY 63 (To be included in Group III except as noted otherwise)

| | |
|---|-----------------------|
| 372.1040 (scarves) ^{1 2} | 382.0072 |
| 372.1540 (mufflers, scarves) ^{1 2} | 382.0080 |
| 372.1560 (mufflers, scarves) ^{1 2} | 382.0082 |
| 373.0540 | 382.0084 |
| 373.1045 | 382.0086 |
| 380.0040 | 382.0088 |
| 380.0043 | 382.2700 |
| 380.0046 | 382.3000 |
| 380.0052 | 382.3334 |
| 380.0055 | 382.3336 |
| 380.0070 | 382.3338 |
| 380.0073 | 382.3340 |
| 380.3000 ³ | 382.3342 |
| 380.3300 | 382.3344 |
| 380.3600 | 702.1020 ³ |
| 382.0052 | |
| 382.0054 | |
| 382.0056 | |

PART OF:

| | |
|-----------------------|-----------------------|
| 380.0076 ² | 382.0090 ² |
| 380.3992 ² | 382.3392 ² |
| 380.3994 ² | 382.3394 ² |

| | |
|---|--|
| I.E., Pullovers | Diaper sets |
| Aprons | Dress shields ³ |
| Alter cassocks | Sash belts ³ |
| Beachwear sets | Apparel with bib |
| Swim wear | Bibs ³ |
| Baseball uniforms | Belts for apparel ³ |
| Sleeping bags for infants | Shoulder straps for brassieres ³ |
| Halters | Entireties |
| Men's and boys' coveralls and overalls | |

¹ These items shall be included in Group II.

² The two Governments shall consult as to whether or not any product other than the products enumerated for the footnoted items may be classified as an addition to these items. Such consultations shall not cover shoe-uppers, Japan items, belts (other than sash belts and belts for apparel), suspenders and braces.

³ These items shall be included in Group IV.

CATEGORY 64 (To be included in Group IV except as noted otherwise)

| | |
|---|---|
| 303.2040 | 360.2500 |
| 303.2042 | 360.3000 |
| 315.0500 (cotton cords) | 360.7522 |
| 315.1000 (cotton cords) | 361.0522 |
| 315.1500 (cotton cords) | 361.0542 |
| 345.1020 | 361.5000 |
| 345.1040 | 363.0100 ¹ |
| 346.4560 | 363.0510 ¹ |
| 347.1000 | 363.0525 ¹ |
| 347.1500 (candle wicking and other wicking with fast edges) | 363.4020 ¹ 363.4040 ¹ 363.4520 ¹ |
| 347.2520 (excluding lamp and stove wicking) | 363.4540 ¹ 364.1220 ¹ |
| 347.3340 | 365.0000 ¹ |
| 347.3380 | 365.1510 ¹ |
| 348.0010 | 365.2510 ¹ |
| 348.0510 | 365.3110 ¹ |
| 350.0010 | 365.3510 ¹ |
| 351.0500 | 365.4010 ¹ |
| 351.2510 | 365.5010 ¹ |
| 351.4010 | 365.7010 ¹ |
| 351.4610 | 365.7510 ¹ |
| 351.5010 | 365.7700 ¹ |
| 351.6010 | 365.7830 ¹ |
| 351.8010 | 366.0300 ¹ |
| 351.9010 | 366.0600 ¹ |
| 352.1010 | 366.0900 ¹ |
| 352.3010 | 366.4500 ¹ (plain-woven, wholly of cotton) |
| 352.4010 | 366.4600 ¹ |
| 352.5000 | 366.6000 ¹ |
| 352.8010 | 366.6300 ¹ |
| 353.1010 | 366.6500 ¹ |
| 353.5012 | 366.6900 ¹ |
| 353.5014 | 366.7700 (table and bureau covers, centerpieces, runners, scarfs and doilies, plain-woven, wholly of cotton) ¹ |
| 353.5016 | |
| 357.6010 | |
| 357.7010 | |
| 357.8010 | |
| 360.2000 | |

¹ These items shall be included in Group II.

| | |
|-----------------------|--|
| 372.0400 ¹ | 386.2500 |
| 385.2500 ¹ | 386.3000 |
| 385.3000 ¹ | 386.4000 |
| 385.4000 | 386.500 (zipper tape with cord attached) |
| 385.6020 | |
| 386.0400 | 734.5045 |
| 386.2000 | |

Enclosure 2

| | | | | |
|-----------------------|----------|----------|-----------------------|-----------------------|
| 300.6020 | 349.1010 | 358.2610 | 368.4500 ⁴ | 385.7020 |
| 300.6022 | 349.1012 | 359.1020 | 366.4700 | 385.7520 |
| 300.6024 | 355.0200 | 359.1040 | 366.7700 ⁵ | 385.8020 |
| 300.6026 | 355.5000 | 359.1060 | 366.7900 | 386.5000 ⁷ |
| 300.6028 | 355.6510 | 360.8022 | 376.0420 | 706.2015 |
| 303.1000 | 356.1010 | 361.1820 | 376.5400 | 706.2240 |
| 315.0500 ² | 356.1510 | 361.2010 | 380.0076 ⁶ | 706.2270 |
| 315.1000 ³ | 356.2000 | 361.5422 | 380.3980 | 706.2415 |
| 315.1500 ³ | 356.2510 | 361.5622 | 380.3994 ⁶ | 727.8020 |
| 332.4020 | 358.0210 | 363.6025 | 382.0090 ⁶ | 727.8040 |
| 332.4040 | 358.0510 | 363.6040 | 382.3380 | 731.4000 |
| 347.2520 ³ | 358.0610 | 364.1520 | 382.3394 ⁶ | |
| 347.3320 | 358.2410 | 366.1520 | 385.5520 | |

¹ These items shall be included in Group II.² Part of these items included, i.e., other than cords.³ Part of this item included, i.e., lamp and stove wicking and other wicking without fast edges.⁴ Part of this item included, i.e., other than plain-woven and wholly cotton.⁵ Part of this item included, i.e., other than table and bureau covers, center-pieces, runners, doilies, plain-woven and wholly of cotton.⁶ Part of these items included, i.e., shoe uppers, belts (other than sash belts and belts for apparel), suspenders and braces.⁷ Part of this item excluded, i.e., zipper tapes with cord attached.

The Ambassador of Japan to the Secretary of State

EMBASSY OF JAPAN
WASHINGTON
October 3, 1968

E - 56

The Ambassador of Japan presents his compliments to the Honorable Secretary of State and has the honor to acknowledge receipt of the Secretary's note of today's date, regarding the change of the classification of cotton textile products from Schedule A to TSUSA.

The Ambassador of Japan wishes to state that the proposals contained in the said note are acceptable to the Government of Japan, including the proposal that the note and this reply should constitute an agreement between the Government of Japan and the Government of the United States.

EMBASSY OF JAPAN
Washington, D.C.

[SEAL]

TIAS 6561

MULTILATERAL Whaling

Amendments to the Schedule to the International Whaling Convention signed at Washington December 2, 1946.

*Adopted at the Twentieth Meeting of the International Whaling Commission, Tokyo, June 24-28, 1968;
Entered into force October 10, 1968.*

INTERNATIONAL WHALING COMMISSION
EAST BLOCK, WHITEHALL PLACE, LONDON, S.W.1
Telephone: TRAFALGAR 7711 (Extension 543)
Chairman: I. FUJITA (JAPAN) Vice-Chairman: J. L. McHUGH (U.S.A.)
Secretary: R. STACEY

A.S. XX 10th OCTOBER, 1968

Circular Communication to All Contracting Governments International Whaling Convention, 1946^[1] Amendments to the Schedule

With reference to the Secretary's circular communication of 11th July, 1968,^[2] notifying Contracting Governments of the amendments to the Schedule to the Convention agreed at the Commission's Twentieth Annual Meeting, no objections have been received to these amendments and they therefore become binding on all Contracting Governments as from 10th October, 1968, in accordance with Article V of the Convention.

The amendments are as follows:

Paragraph 1(a), line 3. Delete the words "the Antarctic".

Paragraph 1(b), line 1. Add after "station" the following sentence:

"There shall be maintained such observers as the member countries having jurisdiction over land stations may arrange to place at each other's land stations."

Paragraph 8(a), line 3. Delete "1967/68" and substitute, "1968/69".

A revised Schedule incorporating these amendments will be circulated in due course.

A copy of this circular is being sent to each Commissioner.

¹ TIAS 1849; 62 Stat. (pt. 2) 1716.

² Not printed.

COLOMBIA

Agricultural Commodities

*Agreement signed at Bogota May 31, 1968;
Entered into force May 31, 1968.*

AGREEMENT

BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA

AND

THE GOVERNMENT OF COLOMBIA

FOR SALES OF AGRICULTURAL COMMODITIES

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

Recognizing the desirability of expanding trade in agricultural commodities between the United States of America (hereinafter referred to as the exporting country) and Colombia (hereinafter referred to as the importing country) and with other friendly countries in a manner that will not displace usual marketings of the exporting country in these commodities or unduly disrupt world prices of agricultural commodities or normal patterns of commercial trade with friendly countries;

Taking into account the importance to developing countries of their efforts to help themselves toward a greater degree of self-reliance, including efforts to meet their problems of food production and population growth;

Recognizing the policy of the exporting country to use its agricultural productivity to combat hunger and malnutrition in the developing countries, to encourage these countries to improve their own agricultural production, and to assist them in their economic development;

Recognizing the determination of the importing country to improve its own production, storage, and distribution of agricultural food products, including the reduction of waste in all stages of food handling;

Desiring to set forth the understandings that will govern the sales of agricultural commodities to the importing country pursuant to Title I of the Agricultural Trade Development and Assistance Act, as amended (hereinafter referred to as the Act), and the measures that the two Governments will take individually and collectively in furthering the above-mentioned policies;

Have agreed as follows:

PART I - GENERAL PROVISIONS

ARTICLE I

A. The Government of the exporting country undertakes to finance the sale of agricultural commodities to purchasers authorized by the Government of the importing country in accordance with the terms and conditions set forth in this agreement, including the applicable annex which is an integral part of this agreement.

B. The financing of the agricultural commodities listed in Part II of this agreement will be subject to:

1. the issuance by the Government of the exporting country of purchase authorizations and their acceptance by the Government of the importing country; and
2. the availability of the specified commodities at the time of exportation.

C. Application for purchase authorizations will be made within 90 days after the effective date of this agreement, and, with respect to any additional commodities or amounts of commodities provided for in any supplementary agreement, within 90 days after the effective date of such supplementary agreement. Purchase authorizations shall include provisions relating to the sale and delivery of such commodities, and other relevant matters.

D. Except as may be authorized by the Government of the exporting country, all deliveries of commodities sold under this agreement shall be made within the supply periods specified in the commodity table in Part II.

E. The value of the total quantity of each commodity covered by the purchase authorizations for a specified type of financing authorized under this agreement shall not exceed the maximum export market value specified for that commodity and type of financing in Part II. The Government of the exporting country may limit the total value of each commodity to be covered by purchase authorizations for a specified type of financing as price declines or other marketing factors may require, so that the quantities of such commodity sold under a specified type of financing will not substantially exceed the applicable approximate maximum quantity specified in Part II.

F. The Government of the exporting country shall bear the ocean freight differential for commodities the Government of the exporting country requires to be transported in United States flag vessels (approximately 50 percent by weight of the commodities

sold under the agreement). The ocean freight differential is deemed to be the amount, as determined by the Government of the exporting country, by which the cost of ocean transportation is higher (than would otherwise be the case) by reason of the requirement that the commodities be transported in United States flag vessels. The Government of the importing country shall have no responsibility to reimburse the Government of the exporting country or to deposit any local currency of the importing country for the ocean freight differential borne by the Government of the exporting country.

G. Promptly after contracting for United States flag shipping space to be used for commodities required to be transported in United States flag vessels, and in any event not later than presentation of vessel for loading, the Government of the importing country or the purchasers authorized by it shall open a letter of credit, in United States dollars, for the estimated cost of ocean transportation for such commodities.

H. The financing, sale, and delivery of commodities under this agreement may be terminated by either Government if that Government determines that because of changed conditions the continuation of such financing, sale, or delivery is unnecessary or undesirable.

ARTICLE II

A. Initial Payment

The Government of the importing country shall pay, or cause to be paid, such an initial payment as may be specified in Part II of this agreement. The amount of this payment shall

be that proportion of the purchase price (excluding any ocean transportation costs that may be included therein) equal to the percentage specified for initial payment in Part II and payment shall be made in United States dollars in accordance with the applicable purchase authorization.

B. Type of Financing

Sales of the commodities specified in Part II shall be financed in accordance with the type of financing indicated therein, and special provisions relating to the sale are also set forth in Part II and in the applicable annex.

C. Deposit of Payments

The Government of the importing country shall make, or cause to be made, payments to the Government of the exporting country in the currencies, amounts, and at the exchange rates specified elsewhere in this agreement as follows:

1. Payments in the local currency of the importing country (hereinafter referred to as local currency), shall be deposited to the account of the Government of the United States of America in interest bearing accounts in banks selected by the Government of the United States of America in the importing country.

2. Dollar payments shall be remitted to the Treasurer, Commodity Credit Corporation, United States Department of Agriculture, Washington, D. C. 20250, unless another method of payment is agreed upon by the two Governments.

ARTICLE III

A. World Trade

The two Governments shall take reasonable precautions to assure that sales of agricultural commodities pursuant to this agreement will not displace usual marketings of the exporting country in these commodities or unduly disrupt world prices of agricultural commodities or normal patterns of commercial trade with countries the Government of the exporting country considers to be friendly to it (referred to in this agreement as friendly countries). In implementing this provision the Government of the importing country shall:

1. insure that total imports from the exporting country and other friendly countries into the importing country paid for with the resources of the importing country will equal at least the quantities of agricultural commodities as may be specified in the usual marketing table set forth in Part II during each import period specified in the table and during each subsequent comparable period in which commodities financed under this agreement are being delivered. The imports of commodities to satisfy these usual marketing requirements for each import period shall be in addition to purchases financed under this agreement.

2. take all possible measures to prevent the resale, diversion in transit, or transshipment to other countries or the use for other than domestic purposes of the agricultural commodities purchased pursuant to this agreement (except where such resale, diversion in transit, transshipment or use is specifically approved by the Government of the United States of America); and

3. take all possible measures to prevent the export of any commodity of either domestic or foreign origin which is the same as, or like, the commodities financed under this agreement during the export limitations period specified in the export limitation table in Part II (except as may be specified in Part II or where such export is otherwise specifically approved by the Government of the United States of America).

B. Private Trade

In carrying out this agreement, the two Governments shall seek to assure conditions of commerce permitting private traders to function effectively.

C. Self-Help

Part II describes the program the Government of the importing country is undertaking to improve its production, storage, and distribution of agricultural commodities. The Government of the importing country shall furnish in such form and at such time as may be requested by the Government of the exporting country, a statement of the progress the Government of the importing country is making in carrying out such self-help measures.

D. Reporting

In addition to any other reports agreed upon by the two Governments, the Government of the importing country shall furnish at least quarterly for the period it is importing or utilizing commodities purchased under this agreement and for the first quarter after the end of that period:

1. the following information in connection with each

shipment of commodities received under the agreement: the name of each vessel; the date of arrival; the port of arrival; the commodity and quantity received; the condition in which received; the date unloading was completed; and the disposition of the cargo, i. e., stored, distributed locally, or, if shipped, where shipped:

2. a statement by it showing the progress made toward fulfilling the usual marketing requirements;

3. a statement of the measures it has taken to implement the provisions of sections A 2 and 3 of this Article; and

4. statistical data on imports and exports by country of origin or destination of commodities which are the same as, or like, those imported under the agreement.

E. Procedures for Reconciliation and Adjustment of Accounts

The two Governments shall each establish appropriate procedures to facilitate the reconciliation of their respective records of the amounts financed with respect to the commodities delivered during each calendar year. The Commodity Credit Corporation of the exporting country and the Government of the importing country may make such adjustments in the credit accounts as they mutually decide are appropriate.

F. Definitions

For the purpose of this agreement:

1. delivery shall be deemed to have occurred as of the on-board date shown in the ocean bill of lading which has been signed or initialed on behalf of the carrier,

2. import shall be deemed to have occurred when

the commodity has entered the country, and passed through customs, if any, of the importing country, and

3. utilization shall be deemed to have occurred when the commodity is sold to the trade within the importing country without restriction on its use within the country or otherwise distributed to the consumer within the country.

G. Applicable Exchange Rate

For the purpose of this agreement, the applicable exchange rate for determining the amount of any local currency to be paid to the Government of the exporting country shall be a rate which is not less favorable to the Government of the exporting country than the highest of exchange rates legally obtainable in the importing country and which is not less favorable to the Government of the exporting country than the highest of exchange rates obtainable by any other nation. With respect to local currency:

1. As long as a unitary exchange rate system is maintained by the Government of the importing country, the applicable exchange rate will be the rate at which the central monetary authority of the importing country, or its authorized agent, sells foreign exchange for local currency.

2. If a unitary rate system is not maintained, the applicable rate will be the rate (as mutually agreed by the two Governments) that fulfills the requirements of the first sentence of this section G.

H. Consultation

The two Governments shall, upon request of either of

them, consult regarding any matter arising under this agreement, including the operation of arrangements carried out pursuant to this agreement.

I. Publicity

The Government of the importing country shall undertake such measures as may be mutually agreed prior to delivery for the identification of food commodities at points of distribution in the importing country, and for publicity as provided for in subsection 103(1) of the Act. [¹]

PART II - PARTICULAR PROVISIONS

ITEM I. Commodity Table:

| <u>Commodity</u> | <u>Supply Period (United States Fiscal Year)</u> | <u>Approximate Maxi- mum Quantity (Metric Tons)</u> | <u>Maximum Export Market Value (in thousands)</u> |
|----------------------------------|--|---|---|
| Wheat and/or wheat flour | 1968 | 50,000 | \$ 3,100 |
| Tobacco and/or tobacco products | 1968 | 544 | 1,200 |
| Wheat and/or wheat flour | 1969 | 100,000 | 6,200 |
| Tobacco and/or tobacco products | 1969 | 1,088 | 2,400 |
| Ocean transportation (estimated) | | | 1,040 |
| | | TOTAL | \$ 13,940 |

ITEM III. Payment Terms

Dollar Credit

1. Initial Payment - 5 percent
2. Number of Installment Payments - 19
3. Amount of each installment - approximately equal annual amounts.
4. Due date of first installment payment - two years from date of last delivery in each calendar year.

¹ 80 Stat. 1528; 70 U.S.C. § 1703.

3. Interest rate - 2 percent per annum during two year grace period and 2.5 percent per annum for the remaining 18 years.

ITEM III. Usual Marketing Table:

| <u>Commodity</u> | <u>Import Period</u> | <u>Usual Market-ing Requirement</u> |
|---------------------------------|--------------------------------|-------------------------------------|
| Wheat and/or wheat flour | January-June 1968 | 50,000 metric tons |
| Tobacco and/or tobacco products | United States Fiscal Year 1968 | \$200,000 (from United States) |
| Wheat and/or wheat flour | United States Fiscal Year 1969 | 150,000 metric tons |
| Tobacco and/or tobacco products | United States Fiscal Year 1969 | \$200,000 (from United States) |

ITEM IV. Export Limitations:

A. The export limitation period with respect to each commodity financed under this agreement for commodities the same as, or like the commodities financed under this agreement shall be the period beginning on the date of this agreement and ending on the final date on which relevant commodities financed under this agreement are being imported and utilized.

B. For the purpose of Part I, Article III A 3, of the agreement, those commodities considered to be the same as, or like, the commodities financed under this agreement are for wheat: wheat and wheat products.

ITEM V. Self-Help Measures

The Government of Colombia is undertaking to improve its production, storage and distribution of agricultural commodities by:

1. Exercising its best efforts to develop a comprehensive agricultural plan by October 1, 1968, which will include

an analysis of existing incentives and disincentives to private investment in agriculture with respect to (a) credit policy, (b) price support policy, (c) tax policy, and (d) tariff policy on agricultural imports;

2. Making specific recommendations designed to (a) remove existing disincentives to private investment in the agricultural sector and (b) provide additional incentives sufficient to substantially increase private investment in the agricultural sector in a relatively short time;

3. Increasing the level of public expenditure for support of the agricultural sector in real terms in 1968 by 19 percent over 1967 and in 1969, at minimum, maintaining the real volume and percentage share of both (a) total budgetary resources, and (b) budgetary resources exclusive of PL 480 and sector loan counterpart allocated to agriculture at 1968 levels.

4. Strengthening systems of collection, computation and analysis of statistics to better measure the availability of agricultural inputs and progress in expanding production of agricultural commodities.

5. All local currencies generated through sales of commodities under this agreement will be allocated to the development of the agricultural sector. Specific uses of the funds will be determined during the negotiations on the total counterpart use for 1968 and 1969, with maximum use of private enterprise in the projects.

**ITEM VI. Economic Development Purposes for Which Proceeds
Accruing to Importing Country are to be used:**

For purposes specified in Item V.

PART III - FINAL PROVISIONS

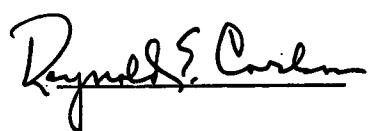
A. This agreement may be terminated by either Government by notice of termination to the other Government. Such termination will not reduce any financial obligations the Government of the importing country has incurred as of the date of termination.

B. This agreement shall enter into force upon signature.

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

DONE at Bogota, Colombia, in duplicate, this 31st day of May 1968.

FOR THE GOVERNMENT OF THE
UNITED STATES OF AMERICA

 [1]

FOR THE GOVERNMENT OF
COLOMBIA

 [2]

¹ Reynold E. Carlson
² Abdón Espinosa Valderrama

DOLLAR CREDIT ANNEX TO THE AGREEMENT
BETWEEN THE
GOVERNMENT OF THE UNITED STATES OF AMERICA
AND THE
GOVERNMENT OF COLOMBIA
FOR SALE OF AGRICULTURAL COMMODITIES

The following provisions apply with respect to the sales of commodities financed on dollar credit terms:

1. In addition to bearing the cost of ocean freight differential as provided in Part I, Article I F, of this agreement, the Government of the exporting country will finance on credit terms the balance of the costs for ocean transportation of those commodities that are required to be carried in United States flag vessels. The amount for ocean transportation (estimated) included in any commodity table specifying credit terms does not include the ocean freight differential to be borne by the Government of the exporting country and is only an estimate of the amount that will be necessary to cover the ocean transportation costs to be financed on credit terms by the Government of the exporting country. If this estimate is not sufficient to cover these costs, additional financing on credit terms shall be provided by the Government of the exporting country to cover them.

2. With respect to commodities delivered in each calendar year under this agreement, the principal of the credit (hereinafter referred to as principal) will consist of:

- a. The dollar amount disbursed by the Government of the exporting country for the commodities (not including any ocean transportation costs) less any portion of the initial payment payable to the Government of the exporting country, and
- b. The ocean transportation costs financed by the Government of the exporting country in accordance with paragraph 1 of this annex (but not the ocean freight differential).

This principal shall be paid in accordance with the payment schedule in Part II of this agreement. The first installment payment shall be due and payable on the date specified in Part II of this agreement. Subsequent installment payments shall be due and payable at intervals of one year thereafter. Any payment of principal may be made prior to its due date.

3. Interest on the unpaid balance of the principal due the Government of the exporting country for commodities delivered in each calendar year under this agreement shall begin on the date of last delivery of these commodities in such calendar year. Interest shall be paid not later than the due date of each installment payment of principal, except that if the date of the first installment is more than a year after such date of last delivery, the first payment of interest shall be made not later than the anniversary date of such date of last delivery and thereafter payment of interest shall be made not later than the due date of

each installment payment of principal. For the period from the date the interest begins to the due date for the first installment payment, the interest shall be computed at the initial interest rate specified in Part II of this agreement. Thereafter, the interest shall be computed at the continuing interest rate specified in Part II of this agreement.

4. Upon the sale of the commodities in the importing country, the Government of the importing country shall deposit in a special account in its name, pesos equivalent to the dollar disbursement by the Government of the exporting country in connection with the financing of the commodities including the related ocean transportation costs other than the ocean freight differential. This account shall be used for the sole purpose of holding the peso funds referred to in the preceding sentence. The exchange rate to be used in calculating this local currency equivalent shall be the rate at which the central monetary authority of the importing country, or its authorized agent, sells foreign exchange for local currency in connection with the commercial import of the same commodities. Withdrawals from this account shall be made for the economic development purposes specified in Part II of this agreement in accordance with procedures mutually satisfactory to the two Governments. Any such accrued proceeds that are loaned by the Government of the importing country to private or non-governmental organizations shall be loaned at rates of interest approximately equivalent to those charged for comparable loans in the importing country. The importing country shall use any

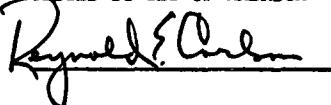
excess above the amount of the deposits in this special account which it receives from the sale of the commodities for such economic development purposes as may be mutually agreed.

5. The computation of initial payment under Part I, Article II, paragraph A of this agreement and all computations of principal and interest under numbered paragraphs 2 and 3 of this annex shall be made in United States dollars.

6. All payments shall be in United States dollars, or, if the Government of the exporting country so elects,

- a. The payments shall be made in local currency at the applicable exchange rate specified in Part I, Article III, paragraph G of this agreement in effect on the date of payment and shall, at the option of the Government of the exporting country, be converted to United States dollars at the same rate, or used by the Government of the exporting country for payment of its obligations in the importing country, or
- b. The payments shall be made in readily convertible currencies of third countries at a mutually agreed rate of exchange and shall be used by the Government of the exporting country for payment of its obligations.

FOR THE GOVERNMENT OF THE
UNITED STATES OF AMERICA



FOR THE GOVERNMENT OF
COLOMBIA



URUGUAY

Agricultural Commodities

Agreement amending the agreement of January 19, 1968.

Effectuated by exchange of notes

Signed at Montevideo June 13 and 27, 1968;

Entered into force June 27, 1968.

With memorandum of understanding.

*The American Charge d'Affaires ad interim to the Uruguayan Minister
of Foreign Affairs*

MONTEVIDEO, June 13, 1968

No. 747

EXCELLENCY:

I have the honor to refer to the Agricultural Commodities Agreement signed January 19, 1968,^[1] between the Oriental Republic of Uruguay and the United States of America, and to propose the following:

(1) That Commodity Table Part II Item I be amended by adding 2,000 metric tons of nonfat dry milk for calendar year 1968 supply period with export market value of \$550,000 and increasing ocean transportation to an estimated \$2,100,000 and increasing the total of the agreement to \$19,980,000.

(2) That the following be added to Commodity Table Part II Item III - "100 metric tons of nonfat dry milk, of which 25 metric tons must be purchased from the United States of America."

(3) That the following be added to Part II, Item IV, Export Limitations, Paragraph B - "nonfat dry milk and products thereof and powdered whole milk."

I propose that this note, and Your Excellency's reply concurring therein, constitute an agreement to enter into force the date of Your Excellency's reply.

¹ TIAS 6445; *ante*, p. 4534.

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

JOHN L. TOPPING

His Excellency

Professor VENANCIO FLORES,
Minister of Foreign Affairs,
Montevideo.

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

MINISTERIO DE RELACIONES EXTERIORES

146/08

MONTEVIDEO, 27 de junio de 1968

SEÑOR ENCARGADO DE NEGOCIOS:

Tengo el honor de referirme a la Nota N° 747 de Vuestra Señoría, de fecha 13 de junio de 1968, respecto al Convenio sobre Productos Agrícolas firmado el 19 de enero de 1968 entre los Estados Unidos de América y la República Oriental del Uruguay, en la cual propone lo siguiente:

(1) Que el Item I, Parte II, de la Tabla de Productos sea modificado agregando 2,000 toneladas métricas de leche seca descremada para el período de suministro del año civil 1968 con un valor mercantil de exportación de 550,000 dólares estadounidenses y aumentando el transporte oceánico a una cifra estimada de 2,100,000 dólares estadounidenses y aumentando el valor total del convenio a 19,980,000 dólares estadounidenses.

(2) Que se agregue lo siguiente al Item III, Parte II, de la Tabla de Productos — “100 toneladas métricas de leche seca descremada, de las cuales 25 toneladas métricas deben ser adquiridas de los Estados Unidos de América.”

(3) Que se agregue lo siguiente al Item IV, Parte II, Limitaciones de Exportación, Párrafo B — “leche seca descremada y productos derivados y leche entera en polvo.”

Al expresar a Vuestra Señoría que el Gobierno de la República Oriental del Uruguay se declara conforme con las propuestas contenidas en los incisos (1) al (3), tengo el honor de comunicarle que la presente nota y la de Vuestra Señoría son constitutivas de un Acuerdo entre nuestros Gobiernos que entrará en vigencia en esta fecha.

Hago propicia la oportunidad para reiterar a Vuestra Señoría las seguridades de mi alta consideración.

VENANCIO FLORES

A Su Señoría

Sr. JOHN L. TOPPING

Encargado de Negocios a.i.

de los Estados Unidos de América

Montevideo

Translation

MINISTRY OF FOREIGN AFFAIRS

146/68

MONTEVIDEO, June 27, 1968

MR. CHARGÉ D'AFFAIRES:

I have the honor to refer to your note No. 747 dated June 13, 1968, concerning the Agricultural Commodities Agreement concluded on January 19, 1968, between the United States of America and the Oriental Republic of Uruguay, in which you propose the following:

(1) That Commodity Table, Part II, Item I be amended by adding 2,000 metric tons of nonfat dry milk for calendar year 1968 supply period with export market value of US\$550,000 and increasing ocean transportation to an estimated US\$2,100,000 and increasing the total of the agreement to US\$19,980,000.

(2) That the following be added to Commodity Table, Part II, Item III - "100 metric tons of nonfat dry milk, of which 25 metric tons must be purchased from the United States of America."

(3) That the following be added to Part II, Item IV, Export Limitations, Paragraph B - "nonfat dry milk and products thereof and powdered whole milk."

Informing you that the Government of the Oriental Republic of Uruguay agrees to the proposals contained in paragraphs (1) to (3), I have the honor to communicate to you that this note and your note constitute an agreement between our Governments to enter into force on this date.

I avail myself of the opportunity to renew to you the assurances of my high consideration.

VENANCIO FLORES

Mr. JOHN L. TOPPING,

Chargé d'Affaires ad interim

of the United States of America,

Montevideo.

MEMORANDUM OF UNDERSTANDING

This memorandum accompanies the exchange of notes modifying the Agricultural Commodities Agreement signed January 19, 1968 between the Government of the United States and the Government of the Oriental Republic of Uruguay.

1. It is understood by the Government of the Oriental Republic of Uruguay that at the discretion of the Government of the United States and at a future date as determined by the Government of the United States, either of the Agricultural Commodities Agreements of January 19 or May 7 of 1968 may be reduced by approximately \$700,000 or that such reduction may be taken into consideration if another agreement is signed before December 31, 1968.

MEMORANDUM DE ENTENDIMIENTO

Este memorandum acompaña el canje de notas modificando el Convenio sobre Productos Agrícolas firmado el 19 de enero de 1968 entre el Gobierno de los Estados Unidos y el Gobierno de la República Oriental del Uruguay.

1. El Gobierno de la República Oriental del Uruguay tiene entendido que a discreción del Gobierno de los Estados Unidos y en una fecha futura según determine el Gobierno de los Estados Unidos, tanto el Convenio sobre Productos Agrícolas del 19 de enero como el del 7 de mayo de 1968 pueden ser reducidos en aproximadamente 700,000 dólares estadounidenses o tal reducción puede ser tomada en consideración si se firma otro convenio antes del 31 de diciembre de 1968.

MINISTERIO DE RELACIONES EXTERIORES

El Ministerio de Relaciones Exteriores ha tomado conocimiento del Memorandum de Entendimiento presentado por el Gobierno de los Estados Unidos de América relativo al intercambio de notas para la adquisición de 2,000 toneladas de leche en polvo.

*Translation***MINISTRY OF FOREIGN AFFAIRS**

The Ministry of Foreign Affairs has taken due note of the Memorandum of Understanding submitted by the Government of the United States of America concerning the exchange of notes for the purchase of 2,000 tons of powdered milk.

MALTA

Maritime Matters: Deployment of U.S.S. *Everglades* to Malta

*Agreement effected by exchange of notes
Signed at Valletta September 11 and 30, 1968;
Entered into force September 30, 1968.*

*The American Ambassador to the Maltese Secretary for the Ministry
of Commonwealth and Foreign Affairs*

EMBASSY OF THE
UNITED STATES OF AMERICA
Valletta, September 11, 1968

P.618

SIR:

I have the honor to refer to the previous deployment in Malta of the United States Sixth Fleet repair ships USS *Cadmus*, USS *Shenandoah*, USS *Cascade* and USS *Yellowstone*, and to inform you that my government now proposes to station the USS *Everglades* in Malta during the period October 17 through December 2, 1968. I have the honor further to propose that this deployment be regulated by the same arrangements as were applied to the stationing of the USS *Cadmus*, USS *Shenandoah*, USS *Cascade*, and USS *Yellowstone* [1] as follows:

The following arrangements will regulate for the purpose of the said deployment, the entry of United States Naval vessels in Malta and the status of members of the United States Force and of other persons connected therewith:

- (a) United States Naval vessels may enter the Grand Harbor to serve as repair vessels or to make repairs during the period of approximately October 17 to December 2, 1968, and the Maltese authorities will make the necessary arrangements to that end;
- (b) Members of the United States Force (hereinafter referred to as the "Force") and their dependents and the contractors of that Force will be allowed freedom of entry to, and egress from, Malta for the purposes of the said deployment and freedom of movement in Malta. Members and their de-

¹ TIAS 5956, 6480; 17 UST 51; *ante*, p. 4805.

- pendents and contractors of the Force will be exempt from passport and visa requirements and immigration and emigration inspection on entering or leaving Malta and from registration and control as aliens, but will not by reason of their entry into Malta under this paragraph be regarded as acquiring any rights to permanent residence in Malta;
- (c) members and their dependents and contractors of the Force will be in possession of identity documents issued by the authorities of the United States (specimens of which will be supplied to the authorities of Malta) or a passport showing their status for the purposes of this paragraph, which will be produced when production is requested by a Maltese authority to make the request;
 - (d) no member or dependent of a member, or contractor of the Force will take any employment or exercise a trade or profession or carry on business in Malta, other than an employment, trade, profession or business for which such member or contractor is engaged or is detailed to perform for the purposes of the said deployment;
 - (e) the authorities of Malta will accept as valid, and without a driving test or fee, driving licences or service driving permits issued by the authorities of the United States to members of the Force for the purpose of driving vehicles of the Force on duty;
 - (f) the provisions of the Visiting Forces Act, 1966 will have effect with respect to the Force and to members thereof;
 - (g) the authorities of the United States will pay just and reasonable compensation in settlement of civil claims (other than contractual claims) arising out of acts of omission of members of the Force done in the performance of official duty or out of any other act, omission or occurrence for which the Force is legally responsible. All such claims will be expeditiously processed and settled by the authorities of the United States as enabled by the applicable provisions of the United States law;
 - (h) subject to procedures to be agreed between the authorities of Malta and the authorities of the United States the Force may import into Malta, without licence or other restriction and free of duty, equipment, provisions, supplies and other goods required by the Force or required for consumption on board any vessel of the Force or for the personal use of the members of the Force; and items imported under this paragraph may freely be exported free of duty;
 - (i) members and their dependents and contractors of the Force may, in accordance with existing regulations, import temporarily free of duty their private motor vehicle; they may also drive vehicles without a Maltese licence in the circum-

stances in which tourists and other visitors to Malta are permitted to do so;

- (j) members and their dependents and contractors of the Force will respect the laws of Malta and the customs and traditions of the people of Malta and abstain from any activity inconsistent with the spirit of these arrangements. The authorities of the United States will take the necessary measures to that end.

If the foregoing is acceptable to the Government of Malta, I have the honor to propose that this letter and your letter in reply confirming acceptance will constitute a correct record of the understanding reached between our respective Governments regarding this matter.

Accept, Sir, the assurances of my highest consideration.

HUGH H. SMYTHE

Mr. FREDERICK E. AMATO GAUCI,
*Secretary for the Ministry of
Commonwealth and Foreign Affairs,
The Old Chancellery,
Palace Square,
Valletta.*

The Maltese Secretary for the Ministry of Commonwealth and Foreign Affairs to the American Ambassador

MINISTRY OF COMMONWEALTH
AND FOREIGN AFFAIRS
The Old Chancellery,
Palace Square,
Valletta, Malta.

CFA 1598/68

30 SEPTEMBER, 1968.

SIR,

I have the honour to acknowledge receipt of your letter P.618 of the 11th September, 1968 which reads as follows:

"I have the honor to refer to the previous deployment in Malta of the United States Sixth Fleet repair ships USS *Cadmus*, USS *Shenandoah*, USS *Cascade* and USS *Yellowstone*, and to inform you that my government now proposes to station the USS *Everglades* in Malta during the period October 17 through December 2, 1968. I have the honor further to propose that this deployment be regulated by the same arrangements as were applied to the stationing of the USS *Cadmus*, USS *Shenandoah*, USS *Cascade*, and USS *Yellowstone* as follows:

The following arrangements will regulate for the purpose of the said deployment, the entry of United States Naval vessels in Malta

TIAS 6565

and the status of members of the United States Force and of other persons connected therewith:

- (a) United States Naval vessels may enter the Grand Harbor to serve as repair vessels or to make repairs during the period of approximately October 17 to December 2, 1968, and the Maltese authorities will make the necessary arrangements to that end;
- (b) Members of the United States Force (hereinafter referred to as the "Force") and their dependents and the contractors of that Force will be allowed freedom of entry to, and egress from, Malta for the purposes of the said deployment and freedom of movement in Malta. Members and their dependents and contractors of the Force will be exempt from passport and visa requirements and immigration and emigration inspection on entering or leaving Malta and from registration and control as aliens, but will not by reason of their entry into Malta under this paragraph be regarded as acquiring any rights to permanent residence in Malta;
- (c) members and their dependents and contractors of the Force will be in possession of identity documents issued by the authorities of the United States (specimens of which will be supplied to the authorities of Malta) or a passport showing their status for the purposes of this paragraph, which will be produced when production is requested by a Maltese authority authorised to make the request;
- (d) no member or dependent of a member, or contractor of the Force will take any employment or exercise a trade or profession to carry on business in Malta, other than an employment, trade, profession or business for which such member or contractor is engaged or is detailed to perform for the purposes of the said deployment;
- (e) the authorities of Malta will accept as valid, and without a driving test or fee, driving licences or service driving permits issued by the authorities of the United States to members of the Force for the purpose of driving vehicles of the Force on duty;
- (f) the provisions of the Visiting Forces Act, 1966 will have effect with respect to the Force and to members thereof;
- (g) the authorities of the United States will pay just and reasonable compensation in settlement of civil claims (other than contractual claims) arising out of acts of omission of members of the Force done in the performance of official duty or out of any other act, omission or occurrence for which the Force is legally responsible. All such claims will be expeditiously processed and settled by the authorities

of the United States as enabled by the applicable provisions of the United States law;

- (h) subject to procedures to be agreed between the authorities of Malta and the authorities of the United States the Force may import into Malta, without licence or other restriction and free of duty, equipment, provisions, supplies and other goods required by the Force or required for consumption on board any vessel of the Force or for the personal use of the members of the Force; and items imported under this paragraph may freely be exported free of duty;
- (i) members and their dependents and contractors of the Force may, in accordance with existing regulations, import temporarily free of duty their private motor vehicle; they may also drive vehicles without a Maltese licence in the circumstances in which tourists and other visitors to Malta are permitted to do so;
- (j) members and their dependents and contractors of the Force will respect the laws of Malta and the customs and traditions of the people of Malta and abstain from any activity inconsistent with the spirit of these arrangements. The authorities of the United States will take the necessary measures to that end.

If the foregoing is acceptable to the Government of Malta, I have the honour to propose that this letter and your letter in reply confirming acceptance will constitute a correct record of the understanding reached between our respective Governments regarding this matter.

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

I have the honour to inform you that the foregoing is acceptable to the Government of Malta and that your letter as quoted above and this letter in reply will constitute a correct record of the understanding reached between our respective Governments regarding this matter.

Accept, Sir, the assurance of my highest consideration.

F. E. AMATO-GAUCI

(F. E. Amato-Gauci)

His Excellency,

Dr. HUGH H. SMYTHE,

*Ambassador of the United States of America,
Sliema.*

IRELAND

Alien Amateur Radio Operators

*Agreement effected by exchange of notes
Signed at Dublin October 10, 1968;
Entered into force October 10, 1968.*

*The Minister for External Affairs of Ireland to the
American Charge d'Affaires ad interim*

OIFIG AN AIRE GHNÓTHÁI EACHTRACHA

OFFICE OF THE MINISTER FOR EXTERNAL AFFAIRS

BAILE ÁTHA CLIATH

DUBLIN

10th October, 1968.

SIR,

1. I have the honour to refer to conversations between representatives of the Government of Ireland and representatives of the Government of the United States of America relating to the possibility of concluding an agreement between the two Governments with a view to the reciprocal granting of authorizations to permit licensed amateur radio operators of either country to operate stations in the other country, in accordance with the provisions of Article 41 of the International Radio Regulations, Geneva, 1959.^[1]

2. As a result of these conversations I have the honour to propose on behalf of the Government of Ireland the following:

- (a) An individual who is licensed by his Government as an amateur radio operator and who operates an amateur radio station licensed by such Government shall be permitted by the other Government, on a reciprocal basis and subject to the conditions stated below, to operate such station in the territory of such other Government.
- (b) The individual who is licensed by his Government as an amateur radio operator shall, before being permitted to oper-

^[1] TIAS 4893; 12 UST 2633.

ate a station as provided for in sub-paragraph 2 (a) of this Note, obtain from the appropriate administrative agency of the other Government and authorization for that purpose.

- (c) The appropriate administrative agency of each Government may issue an authorization as prescribed in sub-paragraph 2 (b) of this Note, under such conditions and terms as it may prescribe, including the condition that a certain standard of proficiency as an amateur radio operator has been reached by the individual concerned and the right of cancellation by the issuing Government at any time.

3. If the above proposals are acceptable to the Government of the United States of America, I have the honour to suggest that this Note and your reply to that effect shall be regarded as constituting an Agreement between our two Governments in this matter which shall enter into force on the date of your reply and shall be subject to termination by either Government giving six months' written notice to the other.

Accept, Sir, the renewed assurance of my high consideration.

Transmit me again. [¹]

ROBERT P. CHALKER, Esq.,
Chargé d'Affaires a.i.,
Embassy of the United States of America,
Ballsbridge,
Dublin 4.

*The American Chargé d'Affaires ad interim to the Minister for
External Affairs of Ireland*

No. 181

DUBLIN, October 10, 1968

EXCELLENCY:

I have the honor to refer to your Note dated October 10, 1968 which reads as follows:

"I have the honour to refer to conversations between representatives of the Government of Ireland and representatives of the Government of the United States of America relating to the possibility of concluding an agreement between the two Governments with a view to the reciprocal granting of authorizations to permit licensed amateur radio operators of either country to operate stations in the other country, in accordance with the provisions of Article 41 of the International Radio Regulations, Geneva, 1959.

¹ Frank Aiken.

"As a result of these conversations I have the honour to propose on behalf of the Government of Ireland the following:

- "(a) An individual who is licensed by his Government as an amateur radio operator and who operates an amateur radio station licensed by such Government shall be permitted by the other Government, on a reciprocal basis and subject to the conditions stated below, to operate such station in the territory of such other Government.
- "(b) The individual who is licensed by his Government as an amateur radio operator shall, before being permitted to operate a station as provided for in sub-paragraph 2 (a) of this Note, obtain from the appropriate administrative agency of the other Government an authorization for that purpose.
- "(c) The appropriate administrative agency of each Government may issue an authorization as prescribed in sub-paragraph 2 (b) of this Note, under such conditions and terms as it may prescribe, including the condition that a certain standard of proficiency as an amateur radio operator has been reached by the individual concerned and the right of cancellation by the issuing Government at any time.

"If the above proposals are acceptable to the Government of the United States of America, I have the honour to suggest that this Note and your reply to that effect shall be regarded as constituting an Agreement between our two Governments in this matter which shall enter into force on the date of your reply and shall be subject to termination by either Government giving six month's written notice to the other.

I am pleased to inform you that the Government of the United States of America is in agreement with the terms of your Note as stated above and will consider your Note and the present reply as constituting an agreement between the two Governments in this matter.

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

ROBERT P. CHALKER,

Chargé d'Affaires ad interim

The Honorable

FRANK AIKEN,

*Minister for External Affairs,
Iveagh House,
Dublin, Ireland*

ANTIGUA

Investment Guaranties

*Agreement signed at Saint John's October 9, 1968;
Entered into force October 9, 1968.*

INVESTMENT GUARANTY AGREEMENT

The Government of the United States of America (the "Guaranteeing Government") and the Government of Antigua (the "Host Government");

Seeking to encourage private investments in projects which will contribute to the development of Antigua's economic resources and productive capacities through investment guarantees issued by the Guaranteeing Government,

Have agreed as follows:

1. When nationals of the Guaranteeing Government propose to invest with the assistance of guarantees issued pursuant to this Agreement in a project or activity within the territorial jurisdiction of the Host Government, the two Governments shall, upon the request of either, consult respecting the nature of the project or activity and its contribution to economic and social development in Antigua.

2. The procedures set forth in this Agreement shall apply only with respect to guaranteed investments in projects or activities approved by the Host Government.

3. If the Guaranteeing Government makes payment to any investor under a guaranty issued pursuant to the present Agreement, the Host Government shall, subject to the provisions of the following paragraph, recognize the transfer to the Guaranteeing Government of any currency, credits, assets, or investment on account of which payment under such guaranty is made as well as the succession of the Guaranteeing Government to any right, title, claim, privilege, or cause of action existing, or which may arise, in connection therewith.

4. To the extent that the laws of the Host Government partially or wholly invalidate the acquisition of any interests in any property within its national territory by the Guaranteeing Government, the Host Government shall permit such investor and the Guaranteeing Government to make appropriate arrangements pursuant to which

such interests are transferred to an entity permitted to own such interests under the laws of the Host Government. The Guaranteeing Government shall assert no greater rights than those of the transferring investor under the laws of the Host Government with respect to any interests transferred or succeeded to as contemplated in paragraph 3. The Guaranteeing Government does, however, reserve its rights to assert a claim in its sovereign capacity in the eventuality of a denial of justice or other question of state responsibility as defined in international law.

5. Amounts in the lawful currency of the Host Government and credits thereof acquired by the Guaranteeing Government under such guarantees shall be accorded treatment neither less nor more favorable than that accorded to funds of nationals of the Guaranteeing Government deriving from investment activities like those in which the investor has been engaged, and such amounts and credits shall be freely available to the Guaranteeing Government to meet its expenditures in the national territory of the Host Government.

6. (a) Differences between the two Governments concerning the interpretation of the provisions of this Agreement shall be settled, insofar as possible, through negotiations between the two Governments. If such a difference cannot be resolved within a period of three months following the request for such negotiations, it shall be submitted, at the request of either Government, to an ad hoc arbitral tribunal for settlement in accordance with the applicable principles and rules of public international law. The arbitral tribunal shall be established as follows: Each Government shall appoint one arbitrator; these two arbitrators shall designate a President by common agreement who shall be a citizen of a third State and be appointed by the two Governments. The arbitrators shall be appointed within two months and the President within three months of the date of receipt of either Government's request for arbitration. If the foregoing time limits are not met, either Government may, in the absence of any other agreement, request the President of the International Court of Justice to make the necessary appointment or appointments, and both Governments agree to accept such appointment or appointments. The arbitral tribunal shall decide by majority vote. Its decision shall be binding. Each of the Governments shall pay the expense of its member and its representation in the proceedings before the arbitral tribunal; the expenses of the President and the other costs shall be paid in equal parts by the two Governments. The arbitral tribunal may adopt other regulations concerning the costs. In all other matters, the arbitral tribunal shall regulate its own procedures.

(b) Any claim, arising out of investments guaranteed in accordance with this Agreement, against either of the two Governments, which, in the opinion of the other, presents a question of public international law shall, at the request of the Government presenting the claim, be submitted to negotiations. If at the end of three months following the request for negotiations the two Governments have not

resolved the claim by mutual agreement, the claim, including the question of whether it presents a question of public international law, shall be submitted for settlement to an arbitral tribunal selected in accordance with paragraph (a) above. The arbitral tribunal shall base its decision exclusively on the applicable principles and rules of public international law. Only the respective Governments may request the arbitral procedure and participate in it.

7. This Agreement shall continue in force until six months from the date of receipt of a note by which one Government informs the other of an intent no longer to be party to the Agreement. In such event, the provisions of the Agreement with respect to guaranties issued while the Agreement was in force shall remain in force for the duration of those guaranties, in no case longer than twenty years after the denunciation of the Agreement.

8. This Agreement shall enter into force on the date of signature

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

DONE at Saint John's, Antigua, in duplicate, this ninth day of October 1968.

FOR THE GOVERNMENT OF THE
UNITED STATES OF AMERICA:

CHARLES P. TORREY

*Consul General of the
United States of America*

FOR THE GOVERNMENT OF
ANTIGUA:

LIONEL HURST

Acting Premier

DOMINICA

Investment Guaranties

*Agreement signed at Roseau October 11, 1968;
Entered into force October 11, 1968.*

INVESTMENT GUARANTY AGREEMENT

The Government of the United States of America (the "Guaranteeing Government") and the Government of Dominica (the "Host Government");

Seeking to encourage private investments in projects which will contribute to the development of Dominica's economic resources and productive capacities through investment guarantees issued by the Guaranteeing Government,

Have agreed as follows:

1. When nationals of the Guaranteeing Government propose to invest with the assistance of guarantees issued pursuant to this Agreement in a project or activity within the territorial jurisdiction of the Host Government, the two Governments shall, upon the request of either, consult respecting the nature of the project or activity and its contribution to economic and social development in Dominica.

2. The procedures set forth in this Agreement shall apply only with respect to guaranteed investments in projects or activities approved by the Host Government.

3. If the Guaranteeing Government makes payment to any investor under a guaranty issued pursuant to the present Agreement, the Host Government shall, subject to the provisions of the following paragraph, recognize the transfer to the Guaranteeing Government of any currency, credits, assets, or investment on account of which payment under such guaranty is made as well as the succession of the Guaranteeing Government to any right, title, claim, privilege, or cause of action existing, or which may arise, in connection therewith.

4. To the extent that the laws of the Host Government partially or wholly invalidate the acquisition of any interests in any property within its national territory by the Guaranteeing Government, the Host Government shall permit such investor and the Guaranteeing Government to make appropriate arrangements pursuant to which

such interests are transferred to an entity permitted to own such interests under the laws of the Host Government. The Guaranteeing Government shall assert no greater rights than those of the transferring investor under the laws of the Host Government with respect to any interests transferred or succeeded to as contemplated in paragraph 3. The Guaranteeing Government does, however, reserve its rights to assert a claim in its sovereign capacity in the eventuality of a denial of justice or other question of state responsibility as defined in international law.

5. Amounts in the lawful currency of the Host Government and credits thereof acquired by the Guaranteeing Government under such guarantees shall be accorded treatment neither less nor more favorable than that accorded to funds of nationals of the Guaranteeing Government deriving from investment activities like those in which the investor has been engaged, and such amounts and credits shall be freely available to the Guaranteeing Government to meet its expenditures in the national territory of the Host Government.

6. (a) Differences between the two Governments concerning the interpretation of the provisions of this Agreement shall be settled, insofar as possible, through negotiations between the two Governments. If such a difference cannot be resolved within a period of three months following the request for such negotiations, it shall be submitted, at the request of either Government, to an ad hoc arbitral tribunal for settlement in accordance with the applicable principles and rules of public international law. The arbitral tribunal shall be established as follows: Each Government shall appoint one arbitrator; these two arbitrators shall designate a President by common agreement who shall be a citizen of a third State and be appointed by the two Governments. The arbitrators shall be appointed within two months and the President within three months of the date of receipt of either Government's request for arbitration. If the foregoing time limits are not met, either Government may, in the absence of any other agreement, request the President of the International Court of Justice to make the necessary appointment or appointments, and both Governments agree to accept such appointment or appointments. The arbitral tribunal shall decide by majority vote. Its decision shall be binding. Each of the Governments shall pay the expense of its member and its representation in the proceedings before the arbitral tribunal; the expenses of the President and the other costs shall be paid in equal parts by the two Governments. The arbitral tribunal may adopt other regulations concerning the costs. In all other matters, the arbitral tribunal shall regulate its own procedures.

(b) Any claim, arising out of investments guaranteed in accordance with this Agreement, against either of the two Governments, which, in the opinion of the other, presents a question of public international law shall, at the request of the Government presenting the claim, be submitted to negotiations. If at the end of three months

following the request for negotiations the two Governments have not resolved the claim by mutual agreement, the claim, including the question of whether it presents a question of public international law, shall be submitted for settlement to an arbitral tribunal selected in accordance with paragraph (a) above. The arbitral tribunal shall base its decision exclusively on the applicable principles and rules of public international law. Only the respective Governments may request the arbitral procedure and participate in it.

7. This Agreement shall continue in force until six months from the date of receipt of a note by which one Government informs the other of an intent no longer to be party to the Agreement. In such event, the provisions of the Agreement with respect to guaranties issued while the Agreement was in force shall remain in force for the duration of those guaranties, in no case longer than twenty years after the denunciation of the Agreement.

8. This Agreement shall enter into force on the date of signature.

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

DONE at Roseau, Dominica, in duplicate, this eleventh day of October 1968.

FOR THE GOVERNMENT OF THE
UNITED STATES OF AMERICA:

CHARLES P. TORREY

*Consul General of the
United States of America*

FOR THE GOVERNMENT OF
DOMINICA:

E O LEBLANC

Premier

BRAZIL

Earth Resources: Cooperative Research in Remote Sensing for Earth Surveys

Agreement effected by exchange of notes

Signed at Rio de Janeiro January 18 and September 10, 1968;

Entered into force September 10, 1968.

*The American Deputy Chief of Mission to the Minister for Foreign
Affairs of Brazil*

No. 482 .

RIO DE JANEIRO, January 18, 1968.

EXCELLENCY:

I have the honor to refer to the Memorandum of Understanding concerning cooperative research in remote sensing for earth surveys between the National Aeronautics and Space Administration (NASA) of the United States of America and the Comissão Nacional de Atividades Espaciais (CNAE) of Brazil, dated January 13, 1968.

The Memorandum of Understanding, which is set forth in the Annex to this Note, provides *inter alia* that its provisions shall be subject to confirmation by the respective Governments of the two agencies by an exchange of notes, and that the provisions shall then enter into force on the date of the exchange.

I now have the honor to inform you that the Government of the United States of America confirms the provisions of the Memorandum of Understanding referred to above. If the Government of Brazil would also confirm the provisions of this Memorandum, I have the honor to propose that my note and Your Excellency's reply to that effect shall constitute an agreement between our two governments regarding this matter, which shall enter into force on the date of your reply and shall terminate on January 1, 1971 unless extended as may be mutually agreed.

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

WILLIAM BELTON

His Excellency

José de MAGALHÃES PINTO,
Minister for Foreign Affairs,
Rio de Janeiro.

**MEMORANDUM OF UNDERSTANDING BETWEEN THE
COMISSAO NACIONAL DE ATIVIDADES ESPACIAIS AND
THE NATIONAL AERONAUTICS AND SPACE ADMINIS-
TRATION**

The Comissao Nacional de Atividades Espaciais of Brazil and the National Aeronautics and Space Administration of the United States of America, desiring to continue the valuable cooperation established in previous space research projects, affirm their desire to carry out a cooperative program in association with other Brazilian and US research groups, the purpose of which is:

- 1) to develop techniques and systems for acquiring, interpreting, and utilizing earth resources data from aircraft in order to determine the potential utility of spacecraft applications of these techniques;
- 2) to contribute to Brazilian and United States competence in an advancing technology, aiming for additional scientific breadth and depth for such technology;
- 3) to provide for additional scientific and technical experience and research data useful in the development of earth resources survey techniques;
- 4) to familiarize Brazilian personnel with the acquisition, processing, reduction and analysis of remote sensor data;
- 5) to identify promising applications of remotely sensed earth resources data in Brazil and the United States;
- 6) to develop compatible data management systems to facilitate the exchange of data between the US and Brazil.

This program is described in detail in Annex A, entitled "Plan for Cooperation Between Brazilian and US Agencies on Research of Remote Sensing for Earth Survey," dated August 22, 1967. The Plan is based upon detailed discussions that have taken place within and among Brazilian and US agencies.

It is contemplated that the program will be divided into four phases. They are:

PHASE A – Cooperative Study and Research in the US and Establishment of a Program Structure by Brazil.

PHASE B – Program Development (selection and development of test sites in Brazil by Brazilian User Agencies; procurement of instrumented Brazilian aircraft; and establishment of a Brazilian data processing and reduction center by CNAE).

PHASE C – Brazilian and NASA Aircraft Flights over Brazilian Test Sites.

PHASE D – Operational Flights by Brazilian Aircraft.

As the program develops, it may become desirable to modify the Plan in the light of new information that becomes available. Therefore, the second, third, and fourth phases may be modified by mutual agreement upon the conclusion of the preceding phases, and each successive phase will be undertaken with the agreement of both parties that further program development is desirable and feasible.

To carry out this program, CNAE and NASA, in their capacities as co-ordinating agencies for the Brazilian and US research teams respectively, agree to use their best efforts to ensure that the responsibilities designated in Tables I-IV of Annex A in the columns entitled "Prime Responsibility," are effectively discharged. These responsibilities are described further throughout Annex A, pages 4-19. Additionally, each agency will assist with customs clearance for the equipment required for the project.

No exchange of funds is contemplated between the two research teams. Each side will bear the cost of discharging its respective responsibilities, including travel and subsistence of its personnel and transportation charges on all equipment for which it is responsible.

CNAE and NASA will each designate a Program Manager to be responsible for co-ordinating the agreed functions and responsibilities of each research team with the other. The Program Managers will be co-chairman of a Joint Working Group, which will be the principal instrument for assuring the execution of the project and for keeping both sides continuously informed of project status at each stage. This Working Group may establish scientific and technical subcommittees and other subcommittees as required to carry out the program.

All data acquired in the course of the joint program shall be made available to both teams. Primary responsibility for the analysis of data will reside in general with the team over whose national territory the data were obtained. However, if either team should identify data of economic significance concerning the territory of the other team, such data will be brought immediately to the attention of the other team. The scientific results of the program will be made freely available to the scientific community.

This Memorandum is conditioned upon an exchange of notes between the two Governments confirming its provisions. It shall enter into force on the date of this exchange of notes.

FERNANDO DE MENDONCA

*Comissao Nacional de
Atividades Espaciais*

Date January 13, 1968

JAMES E. WEBB

*National Aeronautics and
Space Administration*

Jan. 13, 1968

*The Minister for Foreign Affairs of Brazil to the
American Ambassador*

MINISTERIO DAS RELAÇÕES EXTERIORES

DNU/DAI/DAS/236/592.21(22)

EM 10 DE SETEMBRO DE 1968.

SENHOR EMBAIXADOR,

Tenho a honra de acusar recebimento da nota nº 482, de 18 de janeiro de 1968, na qual Vossa Excelência faz referência ao memorandum de entendimento relativo à colaboração em pesquisa sobre sensores remotos para levantamento de recursos terrestres, firmado entre o grupo de organização da Comissão Nacional de Atividades Espaciais (CNAE), do Brasil, e a "National Aeronautics and Space Administration (NASA)", dos Estados Unidos da América, em 13 de janeiro de 1968.

2. O memorandum de entendimento em aprêço prevê, *inter alia*, que suas disposições estão sujeitas à confirmação dos respectivos Governos mediante troca de notas, a partir de cuja data entrarão em vigor.

3. O Governo brasileiro deseja deixar constância de seu entendimento de que todos os dados relacionados com o programa em questão, obtidos por espaçonaves da NASA sobre o território brasileiro, em coordenação com as informações provenientes de aeronaves, durante o transcurso do programa, serão postos à disposição das autoridades brasileiras interessadas. É também o entendimento do Governo brasileiro que a disponibilidade dos dados que forem adquiridos após o período de vigência do acôrdo será objeto de futuros acertos.

4. Fica, outrossim, entendido que equipes brasileiras participarão, em conjunto com equipes norte-americanas, das missões da NASA, na fase C do programa.

5. Nessa inteligência, e dentro do espírito do Acôrdo Básico de Cooperação Técnica de 19 de dezembro de 1950, o Governo brasileiro confirma as disposições do memorandum de entendimento, e considera que a nota de Vossa Excelência de 13 de janeiro último e a presente comunicação constituem acôrdo entre nossos dois Governos, que entrará em vigor na data em que fôr recebida a nota de Vossa Excelência que confirme a aceitação dos têrmos dos parágrafos 3 e 4 supra, e terminará em 1º de janeiro de 1971, podendo ser prorrogado mediante acôrdo mútuo.

JOSÉ DE MAGALHÃES PINTO

A Sua Excelência

o Senhor JOHN W. TUTHILL,

Embaixador dos

Estados Unidos da América.

Translation

MINISTRY OF FOREIGN AFFAIRS

DNU/DAI/DAS/236/592.21(22)

SEPTEMBER 10, 1968

MR. AMBASSADOR:

I have the honor to acknowledge receipt of note No. 482, of January 18, 1968, in which Your Excellency refers to the memorandum of understanding on cooperation on research of remote sensing for earth resources survey, signed between the Comissão Nacional de Atividades Espaciais (CNAE) of Brazil and the National Aeronautics and Space Administration (NASA) of the United States of America on January 13, 1968.

2. The memorandum of understanding establishes, *inter alia*, that its provisions shall be subject to confirmation by the two Governments through an exchange of notes and that it shall enter into force on the date of the exchange.

3. The Government of Brazil wishes to make note of its understanding that all data relating to the program in question acquired by NASA spacecraft over Brazilian territory, in coordination with data acquired by aircraft during the course of the program, shall be made available to the appropriate Brazilian authorities. The Government of Brazil further understands that the provision of data that may be acquired after the period of the agreement shall be subject to future judgment.

4. It is also understood that Brazilian teams will participate with United States teams in NASA missions in Phase C of the program.

5. With this understanding, and in the spirit of the Basic Agreement on Technical Cooperation of December 19, 1950, [¹] the Government of Brazil confirms the provisions of the memorandum of understanding, and considers that Your Excellency's note of January 13 [²] last and this communication constitute an agreement between our two Governments, which shall enter into force on the date of receipt of Your Excellency's note confirming acceptance of the terms of paragraphs 3 and 4 above, and shall terminate on January 1, 1971, although it may be extended by mutual agreement.

José de Magalhães Pinto

His Excellency

JOHN W. TUTHILL,

*Ambassador of the
United States of America.*

¹ TIAS 2239, 2626; 2 UST 845; 3 UST 4963.

² Should read "January 18."

The American Ambassador to the Minister of Foreign Affairs of Brazil

No. 903

RIO DE JANEIRO, September 10, 1968

EXCELLENCY:

I have the honor to acknowledge receipt of your note No. 236 of September 10, 1968, in which reference is made to our note No. 482 of January 18, 1968 and the Memorandum of Understanding on co-operative research in remote sensing for earth resources surveys signed between NASA and CNAE on January 13, 1968.

The Government of the United States is pleased to note that the Government of Brazil desires to confirm the provisions of the Memorandum of Understanding and, specifically, contemplates availing itself of the provisions of the Memorandum of Understanding designated as Task C-2: NASA and Brazilian Aircraft Flights, and Task D-3: Exchange of Data and Analyses.

The Government of the United States is therefore pleased to confirm the Government of Brazil's understanding set forth in paragraphs 3 and 4 of your note No. 236 of September 10, 1968, which note and this reply shall, therefore, as you propose, together with our note No. 482 of January 18, 1968 constitute an agreement between our two Governments, within the spirit of the Basic Agreement on Technical Co-operation dated December 19, 1950.

The Government of the United States would be pleased, as the period of the agreement draws to a close, to consider jointly with the Government of Brazil upon the basis of knowledge and experience gained during the program, mutually agreeable arrangements whereby appropriate data may continue to be made available.

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

JOHN W. TUTHILL

His Excellency

JOSÉ DE MAGALHÃES PINTO,
Minister of Foreign Affairs,
Rio de Janeiro.

UNION OF SOVIET SOCIALIST REPUBLICS

Cultural Relations: Exchanges in the Scientific, Technical, Educational, Cultural and Other Fields in 1968–1969

*Agreement signed at Moscow July 15, 1968;
Entered into force July 15, 1968;
Effective January 1, 1968.
With annexes.*

AGREEMENT BETWEEN THE UNITED STATES OF AMERICA AND THE UNION OF SOVIET SOCIALIST REPUBLICS ON EXCHANGES IN THE SCIENTIFIC, TECHNICAL, EDUCATIONAL, CULTURAL AND OTHER FIELDS IN 1968-69.

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

Believing that the continuation of exchanges will contribute to the broadening of mutual understanding between the American and Soviet peoples;

Have agreed to the following program of exchanges in scientific, technical, educational, cultural, and other fields for 1968 and 1969.

SECTION I

General

1. The exchanges and visits provided for herein shall be subject to the Constitution and applicable laws and regulations of the respective countries.

2. The Parties, desirous of having the exchanges and visits between them take place under favorable conditions and without delay, agree that:

a. The programs and itineraries, lengths of stay, dates of arrival, financial and transportation arrangements and other details of the exchanges and visits provided for in this Agreement, except as otherwise herein stated, shall be agreed

upon on a mutually acceptable basis, as a rule not less than thirty days in advance, through diplomatic channels or between appropriate organizations requested by the Parties to carry out these exchanges;

b. Applications for visas for visitors under this Agreement shall be submitted, as a rule, not less than twenty days before the estimated time of departure;

c. Each of the Parties shall have the right to include in delegations interpreters or members of its Embassy who shall be considered as within the agreed total membership of such delegations;

d. Unless otherwise provided for in this Agreement, and except where other specific arrangements have been agreed upon, visitors under this Agreement shall arrange to pay their own expenses, including international travel, internal travel and costs of maintenance in the receiving country.

3. The exchanges and visits enumerated in this Agreement shall not preclude other visits and exchanges which may be arranged by the two countries or undertaken by their organizations or individual citizens, it being understood that arrangements for additional visits and exchanges, as appropriate, will be facilitated by prior agreement through diplomatic channels or between appropriate organizations.

SECTION II

Science

1. The Parties will take all appropriate measures in order to encourage and achieve the fulfillment of:

a. The Agreement between the National Academy of Sciences of the United States of America and the Academy of Sciences of the Union of Soviet Socialist Republics, a copy of which is appended to this Agreement as Annex No. 1; [1]

b. The Agreement between the American Council of Learned Societies and the Academy of Sciences of the Union of Soviet Socialist Republics, a copy of which is appended to this Agreement as Annex No. II; [2]

c. The Memorandum on Cooperation in the peaceful uses of atomic energy between the Atomic Energy Commission of the United States of America and the State Committee on the Utilization of Atomic Energy of the Union of Soviet Socialist Republics, a copy of which is appended to this Agreement as Annex No. III. [3]

2. The Parties take note of the provisions for exchanges in the Agreement on Cooperation in the Field of Desalination, including the Use of Atomic Energy, signed on November 18, 1964, and subsequently renewed for two years beginning November 18, 1966. [4]

3. The Parties agree that additional visits or exchanges may be agreed upon through diplomatic channels, between the above-

¹ Post, p. 6118.

² Post, p. 6130.

³ Post, p. 6140.

⁴ TIAS 5697, 6174; 15 UST 2146; 17 UST 2310.

mentioned organizations or between other appropriate organizations whose participation in these additional visits and exchanges is approved by the Parties. These visits or exchanges, whether for the purpose of participating in scientific meetings, exchanging experiences, conducting studies or delivering lectures, shall take place as far as possible on a reciprocal basis.

SECTION III

Technology, Scientific-Technical Research, Industry, Transport and Construction

The Parties agree to provide for exchanges of delegations of five to six persons, which number may be increased by agreement, for visits of three to four weeks for the purpose of familiarization and exchange of experience in the following fields:

1. Engineering Seismology and Construction in Earthquake

Zones: study of design, construction and engineering practices in seismic areas, so as to minimize earthquake damage; research on earthquake prediction. (For the United States)

Irrigation Systems: construction of irrigation systems for land reclamation, methods and techniques of irrigating, combatting salting and waterlogging of irrigated soils. (For the Soviet Union)

2. Weather Modification: current research on weather modification and cloud physics, including instrumentation and statistical evaluation of results, and also visits to weather modification test sites;

TIAS 6570

3. Treatment of Water in Industry: treatment of industrial waste water by chemical, biological and other methods to prevent the pollution of water sources and treatment of water for industrial use, including familiarization with the methods, equipment and instruments used;

4. Air Pollution: study of methods for prevention and control of air pollution from industrial processes, with emphasis on removal of sulphur from fuels and on engines which minimize emission of pollutants. Study of instruments and methods for measuring pollutants and their effects. Current research on effects on humans, animals, vegetation and materials; on air quality criteria; and on diffusion of pollutants;

5. Ferrous Metallurgy: smelting of ferrous metals, production of hot and cold rolled steel, pipes, metal products, and products of heat-resisting alloys, including visits to research centers for the study of scientific methods in the metallurgical industry and thermomechanical processing;

6. Industrialization of the Building Process: study of the organization of the building process from conversion of raw materials through fabrication, design and erection;

7. Gas Industry: the design, construction and exploitation of gas and gas-condensate deposits; construction and operation of storage facilities for gas and gas products;

8. Management of Scientific and Technological Information: development of standard reference data to meet the needs of science

and industry; development of systems for classification, retrieval, and mechanical translation of such data;

9. Bridge and Tunnel Construction: planning and construction of bridges and tunnels of various types, scientific research work in the field of bridge and tunnel construction;

10. Investigation of Solar Eclipses: joint scientific observation of two eclipses of the sun, one occurring in the U.S.S.R. in 1968 and one in the United States in 1970, with emphasis on measurement of solar x-rays and observation of the solar corona;

11. The Technique and Technology of Mining Coal by Opencast and Underground Methods.

SECTION IV

Agriculture

The Parties agree to provide for exchanges of agricultural scientists and specialists in the following fields:

For the United States:

1. Insects and related arthropods which feed on certain weeds common to the United States and U.S.S.R.; cereal leaf beetle (two persons for a total of five and one-half months: one person for three and one-half months, one person for two months);

2. Micrometeorology and plant physiology (one person for two months);

3. Techniques for improvement and utilization of grasslands in arid and semi-arid regions, including main grazing plants; transformation from natural pastures into cultivated pastures; systems of pasture rotation; and management of grazing lands and livestock (two persons for two months);

4. Management of wildlife production, including furbearers (one person for two months);

5. Taxonomy and biological control of plant-parasitic nematodes; taxonomy of fungi, including exchange of fungal specimens (two persons at different intervals for a total of three months: one person for two months and one person for one month);

6. Weed control in cotton, grain and sugar beets (one person for one month);

7. Vegetable diseases, including exchange of pathological specimens and materials (one person for two months).

For the Soviet Union:

1. Familiarization with methods of sterilizing farm pests by means of irradiation and chemicals (two persons for one month);

2. Familiarization with selection methods to obtain hybrid corn with a high protein content and biochemical analysis methods (three persons for one month);

3. Familiarization with experience in the organization and technology of cattle feeding on large specialized farms (five persons for one month);

4. Familiarization with scientific research in combatting virus and bacteriological infections of farm animals and the organization of veterinary service (four persons for one month);

5. Collection of seed samples of cultivated agricultural plants and related wild plants and familiarization with techniques of plant introduction (two persons for one month);

6. Familiarization with methods of synthesis and system of testing biologically active substances; experience with use of antibiotics and biostimulants in feeding livestock and poultry (three persons for one month);

7. Familiarization with experience in utilization of biological methods for combatting weeds and collection of phytophags (three persons for one month).

If needed, interpreters will be included in the number of man-months established for each agreed exchange.

SECTION V

Public Health and Medical Sciences

1. The Parties reaffirm their interest in intensifying the fight against serious diseases and express their agreement to contribute to the further development of contacts and cooperation between the American and Soviet scientific institutions engaged in studying the problems of cancer, cardiovascular diseases, rheumatic diseases, virus diseases, including poliomyelitis, the problems of organ transplantation, and other important problems of medicine.

Details of specific exchanges shall be agreed upon directly between the U.S. Public Health Service and the U.S.S.R. Ministry of Health.

2. The U.S. Public Health Service and the U.S.S.R. Ministry of Health will facilitate continued cooperation between scientific research organizations and other agreed upon research organizations of the United States and of the Soviet Union.

3. The Parties will facilitate the conduct of two joint inter-institute scientific sessions in 1968-69 providing two to four specialists from each side for a period of up to fourteen days for each session.

In the United States (in 1969):

Immunological aspects of the transplantation of organs

In the U.S.S.R. (in 1968):

Cardiovascular diseases

The dates and duration of the above sessions will be agreed subsequently. Each side will inform the other side of its participants at least thirty days in advance of the sessions.

4. The Parties agree to provide for the exchange of three delegations, each to consist of three to six persons, for visits of three to four weeks.

From the United States:

1. Health planning
2. Organ transplantation
3. Neurochemistry

From the U.S.S.R.:

1. Organ transplantation
2. Treatment of brain traumas
3. Biochemistry

5. The Parties agree to provide for the exchange of specialists, not to exceed 20 persons, for the purpose of studying the work of medical scientific research institutes and establishments of the United States and the Soviet Union, exchanging experience and conducting joint research studies. The length of individual exchanges shall not exceed six months, unless otherwise agreed to by the Parties, while the total volume of exchanges shall amount to no more than 80 man-months from each side over a period of two years.

6. Administrative arrangements for the fulfillment of the provisions of this Section will be established by discussions between the U.S. Public Health Service and the U.S.S.R. Ministry of Health.

SECTION VI

Education

1. The Parties agree to provide for the exchange annually from each side of:

a. up to 30 college graduates, post-graduates, young researchers, and instructors for study and post-graduate work for a total of not more than 300 man-months, with periods of stay ranging from one semester to a full year, including five-week courses before the beginning of the academic year to improve the participants' competence in the Russian or English language;

b. up to 20 language teachers to participate in summer courses of nine to ten weeks to improve their competence in the Russian or English language (in 1969);

c. up to 10 professors and instructors of universities and other institutions of higher learning to conduct scholarly research and to deliver lectures for periods of up to seven months, the total volume of these exchanges not to exceed 30 man-months for each side.

2. The Parties agree that the exchanges specified above will be implemented by the Inter-University Committee on Travel Grants for the United States and by the USSR Ministry of Higher and Specialized Secondary Education for the Soviet Union, in accordance with the provisions of the Annex to this Section. [1]

3. The Parties agree to provide for conditions necessary to fulfill agreed programs, including use of scholarly and scientific materials, and where appropriate and possible, work in laboratories and archives and contacts with scholars of scientific institutions outside the system of higher educational establishments.

4. The Parties agree to encourage the exchange by appropriate organizations of educational and teaching materials, including textbooks, syllabi and curricula, materials on methodology, children's literature, slides, samples of teaching instruments, and visual aids.

SECTION VII

Performing Arts

1. The Parties will encourage and support on a reciprocal

¹ Post, p. 6092.

basis, appearances of theatrical, musical, choral and choreographic groups, orchestras and individual performers.

2. The Parties agree to facilitate the tours of three major performing arts groups from each side to be exchanged correspondingly during 1968 and 1969.

3. Commercial contracts acceptable to the Parties will be concluded between appropriate organizations or impresarios of the United States and concert organizations of the Soviet Union well in advance and, whenever possible, at least nine months before the beginning of the tours. The receiving Party will seek to satisfy the wishes of the sending Party concerning the timing and duration of the tours as well as the number of cities to be visited.

4. The Parties agree to facilitate the tours of up to twenty individual performers from each side during 1968 and 1969. Suggestions for tours of individual performers may be made by appropriate organizations or impresarios of the United States and concert organizations of the Soviet Union.

5. In the event of additional mutually acceptable exchanges and tours in performing arts, the provisions of Paragraph 3 or Paragraph 4 will apply.

SECTION VIII

Cinematography

1. The Parties agree to encourage practical measures to increase the sale and purchase of motion pictures of their

respective film industries, on the basis of equal opportunity and mutually acceptable financial terms, as well as to provide for the widest possible distribution of these films. To this end, representatives of the motion picture industry of the United States approved by the Department of State will negotiate directly with Sovexportfilm for the sale and purchase of films mutually acceptable to the Parties during the period of this Agreement.

2. The Parties agree to encourage appropriate organizations to hold, on the basis of reciprocity, one film premiere annually in each country from among the films purchased. Appropriate delegations to these premieres may be exchanged.

3. The Parties agree to encourage the exchange and to provide for the distribution of documentary films in the fields of science, culture, technology, education, and other fields, in accordance with lists to be agreed upon between the Parties.

4. The Parties will continue to study the possibilities of arranging for the joint production of entertainment, popular science, and educational shorts and feature-length films. The content of the films, as well as the companies or film studios involved in their production, will be agreed upon by the Parties.

5. The Parties agree to facilitate the exchange of delegations of creative and technical specialists.

6. The Parties, when requested by individuals or organizations of their respective countries, agree to discuss other film proposals, and to facilitate, as may be agreed, the exchange of

scientific, cultural, technical and educational films produced by film organizations or in the custody of film museums and other film institutions in each country.

SECTION IX

Publications, Exhibits, Radio and Television

The Parties agree:

Publications

1. To render practical assistance for the successful distribution of the magazines Amerika in the Soviet Union and Soviet Life in the United States on the basis of reciprocity and to consult as necessary in order to find ways to increase the distribution of these magazines. The Parties agree to distribute free of charge unsold copies of the magazines among visitors to mutually-arranged exhibits on the condition that the issues of the magazines will contain materials devoted to the subject of the exhibit.
2. To encourage the exchange of books, magazines, newspapers and other publications devoted to scientific, technical, cultural, and general educational subjects between the libraries, universities and other organizations of each country, and also through commercial channels.
3. To encourage exchanges and visits of journalists, editors and publishers, as well as their participation in appropriate professional meetings and conferences.

Exhibits

4. To exchange one circulating exhibit from each side

during the period covered by this Agreement. The subject of the United States exhibit in the Soviet Union will be "Education in the USA." The subject of the Soviet exhibit in the United States will be "The USSR in Artistic Photographs."

5. To show each exhibit in six cities for a period of three to four weeks in each city. The Parties will discuss in a preliminary fashion the nature and general content of each exhibit and will acquaint each other about the exhibits before their official opening, in particular through the mutual exchange of catalogues, prospectuses and other information pertinent to the exhibits. Other conditions for conducting the exhibits (dates, premises, number of personnel, financial terms, etc.) shall be subject to agreement by the Parties. Discussions on these matters will begin between the representatives of the Parties no later than October 15, 1968.

6. To arrange through diplomatic channels other exhibits and participation in national exhibits which may take place in either country during 1968 and 1969.

Radio and Television

7. To promote exchanges in the field of radio and television.

8. To promote the exchanges of delegations and individuals engaged in radio and television matters.

SECTION X

Civic, Social, Cultural and Professional Exchanges

1. The Parties agree to encourage joint undertakings and exchanges between appropriate organizations active in civic and social life, including youth and women's organizations, recognizing that the decision to implement such joint undertakings and exchanges remains a concern of the organizations themselves.

2. The Parties agree to provide for reciprocal exchanges and visits of writers, composers, musicologists, playwrights, theater directors, artists, architects, art historians, museum specialists, specialists in various fields of law, and those in other cultural and professional fields, to familiarize themselves with their respective fields and to participate in meetings and symposia. The Parties agree both to inform each other of proposed visitors and to arrange programs for them well in advance of their arrival.

SECTION XI

Sports

1. The Parties agree to encourage reciprocal exchanges of athletes and athletic teams as well as visits of specialists in the fields of physical education and sports.

2. These exchanges and visits will be agreed upon between the appropriate American and Soviet sports organizations.

SECTION XII

Tourism

The Parties agree to encourage the study of arrangements for tourist travel between the two countries, as well as to encourage reciprocal measures to satisfy the requests of tourists, as individuals or in groups, to acquaint themselves with the life, work and culture of the people of each country.

SECTION XIII

Procedure for a Meeting of the Parties

The Parties agree to hold a meeting of their representatives within one year after the signing of this Agreement, to review the implementation of exchanges and to discuss the details of the program for the second year of the Agreement.

SECTION XIV

Entry into Force

This Agreement shall enter into force on signature with effect from January 1, 1968.

IN WITNESS WHEREOF, the undersigned, being duly authorized, have signed this Agreement and thereto have affixed their seals.

DONE at Moscow in duplicate, in the English and Russian languages, both equally authentic, this fifteenth day of July, one thousand nine hundred sixty-eight.

FOR THE GOVERNMENT OF THE
UNITED STATES OF AMERICA:

Llewellyn E Thompson [¹]

FOR THE GOVERNMENT OF THE
UNION OF SOVIET SOCIALIST
REPUBLICS:

Nikolai M. Lunkov [²]

^¹ Llewellyn E Thompson
^² Nikolai M. Lunkov

ANNEX TO SECTION VI: EDUCATION

Exchanges of College Graduates, Post-Graduates,
Young Instructors and Researchers

(Paragraph 1-a of Section VI)

1. The Inter-University Committee on Travel Grants of the USA (Committee) and the Ministry of Higher and Specialized Secondary Education of the USSR (Ministry) will exchange lists of nominees, their programs for the forthcoming academic year, and the necessary information about each nominee not later than one day after signing of the Agreement in 1968 and by March 1 in 1969, for the next academic year. The programs of study and scientific work must reflect the academic background and the research plan and objectives of the participants. Representatives of the Committee and the Ministry will meet in 1968 no later than July 31 in Moscow and in 1969 as soon after April 20 as possible and no later than May 10 in Bloomington, Indiana, to exchange information concerning placement of the participants for the forthcoming academic year and to discuss details connected with the exchange.

2. Participants accepted to start their work at the beginning of the academic year will arrive by August 14 for the American participants and by August 12 for the Soviet participants at the universities in each country which will provide the language course. Those accepted for the second semester will arrive during the period February 1-10. If a participant cannot arrive in the receiving country on the requested date, the sending side will inform the receiving side of this fact as far in advance as possible. The new date on which the participant will arrive will be settled by agreement.

3. Applications for extensions of agreed periods of stay presented during the participant's period of study will be considered by the receiving side only in exceptional cases.

4. The receiving side will bear the following expenses: tuition and fees for training in universities and other institutions of higher learning, payment for suitable living quarters, and a monthly stipend agreed between the Committee and the Ministry. As a rule, the stipend will be paid in full directly to the participants. In case of a participant's illness or accident, the receiving side will bear medical costs, including hospital expenses, as agreed between the Committee and the Ministry. The sending side will bear all costs for the travel of its participants.

5. The sides agree to provide for living quarters for the spouses of participants during the academic year or for one visit of up to 30 days. The receiving side will bear no expense for the travel or sojourn of spouses in the country.

Exchanges of Language Teachers
(Paragraph 1-b, Section VI)

6. The Committee and the Ministry will agree on the dates for the courses and will exchange lists of participants, drafts of the programs for the courses and commentaries on them by an agreed date. Participants in these exchanges may be accompanied by one or two language specialists (leaders). The receiving side will provide the participants, including the leaders, with free tuition, free living quarters (dormitories), stipends and medical services agreed upon between the Committee and the Ministry. As a rule, the stipend will be paid in full directly to the participants. The sending side will bear all travel expenses for its participants.

TIAS 6570

Exchanges of Professors and Instructors
(Paragraph 1-c, Section VI)

7. The sides will exchange lists of scholars, the necessary information concerning each of them, and their programs of research, for those proposed by the sending side for the first semester in 1968 within 30 days after the signing of the Agreement; in 1969, by March 15 1969; for those proposed for the second semester, by October 15 of each year. The receiving side will inform the sending side of the decision on the scholars by universities and other institutions of higher learning within two months after the above-mentioned documents are received.

8. The receiving side will provide the participants with free living quarters, medical services and a monthly stipend as agreed between the Committee and the Ministry. The sending side will bear all travel expenses for its participants. Participants may be accompanied by their spouses and minor children, but in the latter case the receiving side will bear no obligations to provide living quarters for spouses with children and also in all cases will bear no expenses for their travel or maintenance.

Visits by Representatives

9. Each side may send, at its own expense, its representatives to the receiving country to familiarize themselves with the conditions of study and sojourn of its participants in these exchanges.

СОГЛАШЕНИЕ

между Соединенными Штатами Америки и Союзом Советских Социалистических Республик об обменах в области науки, техники, образования, культуры и в других областях на 1968-1969 годы

Правительство Соединенных Штатов Америки и Правительство Союза Советских Социалистических Республик, полагая, что продолжение обменов будет способствовать расширению взаимопонимания между американским и советским народами, согласились о следующей Программе обменов в области науки, техники, образования, культуры и в других областях на 1968-1969 годы.

РАЗДЕЛ I

Общая часть

1. Предусмотренные настоящим Соглашением обмены и визиты должны осуществляться в соответствии с Конституцией и соответствующими законами и правилами, действующими в каждой стране.

2. Стороны, желая осуществления обменов и визитов в благоприятных условиях и без задержек, соглашаются, что:

а/ программы, маршруты, сроки пребывания, время прибытия, вопросы финансирования и транспортировки и другие детали обменов и визитов, предусмотренных настоящим Соглашением, если

это иным образом не определено положениями этого Соглашения, согласовываются на взаимоприемлемой основе, как правило, не позднее чем за 30 дней по дипломатическим каналам или между соответствующими организациями, привлекаемыми Сторонами к осуществлению этих обменов;

б/ обращения за визами для лиц, приезжающих в соответствии с настоящим Соглашением, подаются, как правило, не менее чем за 20 дней до предполагаемой даты отъезда;

в/ каждая Сторона имеет право включать в состав делегаций переводчиков или представителей своего посольства, которые входят в общую обусловленную численность делегаций;

г/ если это иным образом не определено положениями Соглашения и за исключением тех случаев, когда достигнута иная конкретная договоренность, приезжающие в соответствии с настоящим Соглашением лица оплачивают свои расходы, включая международный проезд, внутренний проезд и стоимость пребывания в принимающей стране.

3. Обмены и визиты, перечисленные в настоящем Соглашении, не исключают других визитов и обменов, которые могут быть организованы обеими странами или предприняты их организациями и отдельными гражданами. При этом предполагается, что организации дополнительных визитов и обменов, когда это целесообразно, будет способствовать предварительная договоренность по дипломатическим каналам или между соответствующими организациями.

РАЗДЕЛ П
Наука

I. Стороны примут все необходимые меры в целях поощрения и осуществления:

а/ Соглашения, заключенного между Национальной академией наук Соединенных Штатов Америки и Академией наук Союза Советских Социалистических Республик, копия которого прилагается к настоящему Соглашению в качестве Приложения № I;

б/ Соглашения, заключенного между Американским советом познавательных обществ и Академией наук Союза Советских Социалистических Республик, копия которого прилагается к настоящему Соглашению в качестве Приложения № II;

в/ Меморандума о сотрудничестве в области использования атомной энергии в мирных целях между Комиссией по атомной энергии Соединенных Штатов Америки и Государственным комитетом по использованию атомной энергии Союза Советских Социалистических Республик, копия которого прилагается к настоящему Соглашению в качестве Приложения № III.

2. Стороны принимают к сведению положения об обменах, предусмотренные Соглашением о сотрудничестве в области орошения воды, включая использование атомной энергии, подписанным 18 ноября 1964 г. и впоследствии продленным на двухлетний срок, начиная с 18 ноября 1966 года.

3. Стороны соглашаются, что дополнительные визиты или обмены могут быть согласованы по дипломатическим каналам, между указанными выше организациями или между другими соответствующими организациями, участие которых в этих дополнительных визитах и обменах одобряется Сторонами. Такие визиты или обмены с целью участия в научных совещаниях, обмена опытом, проведения научных работ или чтения лекций будут происходить, по возможности, на основе взаимности.

РАЗДЕЛ III

Техника, научно-технические исследования,
промышленность, транспорт и строительство

Стороны соглашаются обеспечить обмен делегациями, состоящими из 5-6 человек каждая, причем это количество может быть увеличено по взаимному согласию, на срок 3-4 недели для ознакомления и обмена опытом в следующих областях:

1. Инженерная сейсмология и строительство в сейсмических районах: изучение процесса проектирования, конструирования и методов проведения инженерных работ в сейсмически активных районах с целью снижения разрушающего эффекта землетрясений, исследование проблемы прогнозирования землетрясений. /для американской стороны/

Оросительные системы: гидромелиоративное строительство, способы и техника полива, борьба с засолением и заболачиванием орошаемых земель. /для советской стороны/

2. Модификация погоды: современные исследования по модификации погоды и физике облаков, включая применяемые приборы и статистическую оценку результатов, а также посещения испытательных объектов по модификации погоды.

3. Обработка воды в промышленности: очистка промышленных сточных вод химическими, биологическими и другими методами для предотвращения загрязнения водных источников и подготовка воды

для промышленного использования, включая ознакомление с применяемыми методами, оборудованием и приборами.

4. Загрязнение воздуха: изучение методов предотвращения и борьбы с загрязнением воздуха при промышленных процессах, в особенности методов очистки топлив от серы и использования двигателей с минимальным выхлопом загрязняющих компонентов. Изучение методов и приборов, применяемых для определения загрязняющих компонентов и их воздействия. Проведение текущей исследовательской работы по изучению действия загрязнителей на человека, животных, растительность и материалы; по отысканию критерия качества воздуха и по распространению загрязнителей.

5. Черная металлургия: выплавка черных металлов, производство горячего и холодного проката, труб, металлоизделий и изделий из жаропрочных сплавов, включая посещение научно-исследовательских центров для изучения научных методов в металлургии и термомеханической обработке.

6. Индустриализация строительного процесса: изучение организации строительного процесса, включая обработку сырья, производство строительных материалов, проектирование и строительство.

7. Газовая промышленность: проектирование, строительство и эксплуатация газовых и газоконденсатных месторождений; сооружение и эксплуатация хранилищ для газа и газопродуктов.

8. Организация службы научной и технической информации: развитие системы стандартных справочных данных для науки и промышленности; развитие системы классификации, поиска и машинного перевода таких данных.

9. Мостостроение и тоннелестроение: проектирование и строительство мостов и тоннелей различных типов, научно-исследовательские работы в области мостостроения и тоннелестроения.

10. Исследование солнечных затмений: совместные научные наблюдения двух затмений Солнца, которые произойдут в СССР в 1968 году и в США в 1970 году, в особенности измерение интенсивности рентгеновского излучения Солнца и наблюдение солнечной короны.

II. Техника и технология добычи угля открытым и подземным способами.

РАЗДЕЛ IV

Сельское хозяйство

Стороны соглашаются обеспечить обмен учеными и специалистами в области сельского хозяйства по следующей тематике.

С американской стороны:

1. Насекомые и родственные им членистоногие, размножающиеся на определенных видах сорняков, общих для США и СССР; листоед злаковых культур /2 человека на общий срок 5,5 месяцев: I человек на 3,5 месяца и I человек на 2 месяца/.

2. Микрометеорология и физиология растений /I человек на 2 месяца/.

3. Технические приемы улучшения и использования пастбищ в засушливых и полузасушливых районах, включая изучение основных кормовых растений; преобразование естественных пастбищ в куль-

турные пастбища; система чередования использования пастбищ; организация пастбищных хозяйств для обеспечения домашнего скота /2 человека на 2 месяца/.

4. Организация воспроизводства поголовья диких животных, включая поголовье пушного зверя /1 человек на 2 месяца/.

5. Классификация и биологический контроль нематод, паразитирующих на растениях; классификация грибков и грибковой плесени, включая обмен грибковыми образцами /2 человека на общий срок 3 месяца: I человек на 2 месяца и I человек на I месяц/.

6. Борьба с сорняками на плантациях хлопка, зерновых культур и сахарной свеклы /1 человек на I месяц/.

7. Болезни овощных культур, включая обмен патологическими образцами и материалами /1 человек на 2 месяца/.

С советской стороны:

1. Ознакомление с методами лучевой и химической стерилизации вредителей сельскохозяйственных культур /2 специалиста на I месяц/.

2. Ознакомление с методами селекции гибридной кукурузы с высоким содержанием белка и методами биохимических анализов /2 специалиста и переводчик на I месяц/.

3. Ознакомление с опытом организации и технологией откорма мясного скота на крупных специализированных фермах /4 специалиста и переводчик на I месяц/.

4. Ознакомление с научными исследованиями в области борь-

бы с вирусными и бактериальными инфекциями сельскохозяйственных животных и организацией ветеринарной службы /3 специалиста и переводчик на I месяц/.

5. Сбор образцов семян сельскохозяйственных культур и их диких сородичей и ознакомление с постановкой работ по интродукции растений /2 специалиста на I месяц/.

6. Ознакомление с методами синтеза и системой испытаний биологически активных веществ; опытом использования антибиотиков и биостимуляторов в кормлении животных и птиц /2 специалиста и переводчик на I месяц/.

7. Ознакомление с опытом применения биологических методов борьбы с сорняками, сбор фитофагов /2 специалиста и переводчик на I месяц/.

В случае потребности в переводчиках, последние будут включаться в число человеко-месяцев, предусмотренных для каждого согласованного обмена.

РАЗДЕЛ У

Здравоохранение и медицинская наука

I. Стороны подтверждают свою заинтересованность в усилении борьбы против тяжелых болезней и выражают согласие способствовать дальнейшему развитию контактов и сотрудничества между

американскими и советскими научными учреждениями, занимающимися изучением проблем рака, сердечно-сосудистых, ревматических, инфекционных и вирусных заболеваний, в том числе полиомиелита, проблем трансплантации органов и других важных проблем медицины.

Детали конкретных обменов согласовываются непосредственно между Службой здравоохранения США и Министерством здравоохранения СССР.

2. Служба здравоохранения США и Министерство здравоохранения СССР будут содействовать дальнейшему сотрудничеству между научно-исследовательскими институтами и другими взаимосогласованными исследовательскими организациями Соединенных Штатов и Советского Союза.

3. Стороны будут содействовать проведению в 1968-1969 годах двух межинститутских совместных научных сессий с участием 2-4 специалистов с каждой стороны, сроком до 14 дней, на каждой сессии по следующим темам:

в США /в 1969 году/:

Иммунологические аспекты трансплантации органов.

в СССР /в 1968 году/:

Сердечно-сосудистые заболевания.

Сроки и длительность указанных сессий будут согласованы дополнительно. Каждая сторона сообщит другой стороне по крайней мере за 30 дней до начала сессии о своих участниках.

4. Стороны соглашаются обеспечить обмен тремя делегациями в составе 3-6 человек каждая сроком на 3-4 недели.

С американской стороны:

I. Планирование мероприятий в области здравоохранения.

2. Трансплантация органов.

3. Нейрохимия.

С советской стороны:

I. Трансплантация органов.

2. Лечение травм головного мозга.

3. Биохимия.

5. Стороны соглашаются обеспечить обмен специалистами, всего до 20 человек, в целях ознакомления с работой медицинских научно-исследовательских институтов и учреждений Соединенных Штатов и Советского Союза, обмена опытом и проведения совместных исследований. Сроки отдельных обменов не будут превышать 6 месяцев, если не будет достигнута сторонами иная договоренность, а общий объем обменов составит до 80 человеко-месяцев с каждой стороны в течение двух лет.

6. Административные условия выполнения положений этого раздела будут определены путем переговоров между Службой здравоохранения США и Министерством здравоохранения СССР.

РАЗДЕЛ VI

Образование

I. Стороны соглашаются обеспечить обмен ежегодно с каждой стороны:

а/ до 30 выпускников институтов, аспирантов, молодых научных работников и преподавателей для обучения и аспирантской работы в общем объеме не более 300 человеко-месяцев при сроках пребывания от одного семестра до полного года, включая 5-недельные

курсы до начала учебного года для совершенствования участниками обмена своих знаний русского или английского языка;

б/ до 20 преподавателей языка, для занятий на летних 9-10 недельных курсах с целью совершенствования знаний соответственно русского или английского языка /в 1969 г./;

в/ до 10 профессоров и преподавателей университетов и других высших учебных заведений для проведения научной работы и чтения лекций сроком до семи месяцев; общий объем обменов не должен превышать 30 человеко-месяцев с каждой стороны.

2. Стороны соглашаются, что обмены, указанные выше, будут осуществляться Международным комитетом по субсидиям на поездки — с американской стороны, и Министерством высшего и среднего специального образования СССР — с советской стороны, в соответствии с положениями Приложения к настоящему Разделу.

3. Стороны соглашаются обеспечить условия, необходимые для выполнения согласованных программ, включая пользование учебными и научными материалами и в тех случаях, когда это целесообразно и возможно, работу в лабораториях и архивах, а также контакты с учеными научных учреждений, не входящих в систему высших учебных заведений.

4. Стороны соглашаются поощрять обмен между соответствующими организациями учебными и педагогическими материалами, в том числе учебниками, учебными программами и планами, методическими материалами, детской литературой, диапозитивами, образцами учебных приборов, наглядными пособиями.

РАЗДЕЛ УП

Исполнительское искусство

1. Стороны будут поощрять и поддерживать на основе взаимности осуществление гастролей театральных, музыкальных, хоровых и хореографических коллективов, оркестров и отдельных исполнителей.

2. Стороны соглашаются способствовать поездкам трех исполнительских коллективов с каждой стороны, которыми они соответственно обменяются в 1968 и 1969 гг.

3. Коммерческие контракты, приемлемые для Сторон, будут заключаться между соответствующими организациями или импресарио Соединенных Штатов и концертными организациями Советского Союза достаточно заблаговременно и в тех случаях, когда это возможно, не позднее, чем за девять месяцев до начала каждой поездки. Принимающая Сторона будет стремиться удовлетворить пожелания направляющей Стороны в отношении сроков и продолжительности гастролей, а также числа городов, в которых они будут проводиться.

4. Стороны соглашаются содействовать гастролям до двадцати отдельных исполнителей с каждой стороны в течение 1968-1969 гг. Предложения о гастролях отдельных исполнителей могут быть внесены соответствующими организациями или импресарио Соединенных Штатов и концертными организациями Советского Союза.

5. В случае дополнительных взаимоприемлемых обменов и поездок в области исполнительского искусства будут применяться положения пункта 3 или пункта 4.

РАЗДЕЛ УШ
Кинематография

1. Стороны соглашаются поощрять практические меры в целях увеличения продажи и покупки кинофильмов кинопромышленности обеих стран на основе равных возможностей и взаимоприемлемых финансовых условий, а также в целях обеспечения по возможности максимально широкого проката этих фильмов. С этой целью представители кинопромышленности Соединенных Штатов, одобренные Государственным департаментом, будут вести прямые переговоры с "Совэкспортфильмом" о продаже и покупке взаимоприемлемых для Сторон фильмов в период действия настоящего Соглашения.

2. Стороны соглашаются поощрять соответствующие организации проводить на основе взаимности одну кинопремьеру в год в каждой стране из числа купленных фильмов. Может состояться обмен соответствующими делегациями для участия в этих премьерах.

3. Стороны соглашаются поощрять обмен и обеспечивать прокат документальных фильмов в области науки, культуры, техники, образования и в других областях в соответствии со спис-

ками, подлежащими согласованию между Сторонами.

4. Стороны будут продолжать изучать возможности создания совместных художественных, научно-популярных и учебных короткометражных и полнометражных фильмов. Содержание фильмов, а также фирмы или киностудии, принимающие участие в их производстве, будут согласованы между Сторонами.

5. Стороны соглашаются содействовать обмену делегациями творческих работников и технических специалистов.

6. Стороны по просьбе отдельных лиц или организаций своей страны соглашаются рассматривать другие предложения о фильмах и содействовать, когда имеется взаимное согласие, обмену научными, культурными, техническими и образовательными фильмами, созданными киноорганизациями или хранящимися в киномузеях и других киноучреждениях каждой страны.

РАЗДЕЛ IX

Издания, выставки, радиовещание и телевидение

Стороны соглашаются:

Издания

I. Оказывать практическое содействие успешному распространению журналов "Америка" в Советском Союзе и "Советская жизнь" в Соединенных Штатах на основе взаимности и по мере необходимости консультироваться в целях нахождения путей

увеличения распространения указанных журналов. Стороны соглашаются распространять бесплатно непроданные номера журналов среди посетителей на взаимопроводимых выставках при условии, что номера журналов будут содержать материалы, посвященные темам выставок.

2. Поощрять обмен книгами, журналами, газетами и другими изданиями по научным, техническим, культурным и общеобразовательным вопросам между библиотеками, университетами и другими организациями каждой страны, а также по коммерческим каналам.

3. Поощрять обмены и визиты журналистов, редакторов и издателей, а также их участие в соответствующих профессиональных встречах и конференциях.

Выставки

4. Обменяться одной передвижной выставкой с каждой стороны в течение срока действия настоящего Соглашения.

Темой американской выставки в Советском Союзе будет:

"Образование в США"

Темой советской выставки в Соединенных Штатах будет:

"СССР в художественных фотографиях"

5. Провести каждую выставку в шести городах в течение 3-4 недель в каждом городе. Стороны будут предварительно обсуж-

дать характер и общее содержание каждой выставки и проводить взаимное ознакомление с указанными выставками до их официального открытия, в частности, путем взаимного обмена каталогами, проспектами и другой информацией, относящейся к выставкам. Согласованию Сторон подлежат также и другие условия проведения выставок /сроки, размеры помещения, количество сопровождающих, финансовые условия и т.д./. Обсуждение этих вопросов между представителями обеих сторон начнется не позднее 15 октября 1968 г.

6. Согласовывать по дипломатическим каналам другие выставки и участие в национальных выставках, которые могут состояться в каждой стране в течение 1968-1969 годов.

Радиовещание и телевидение

7. Содействовать осуществлению обменов в области радиовещания и телевидения.

8. Содействовать осуществлению обменов делегациями и отдельными лицами, занимающимися вопросами радиовещания и телевидения.

РАЗДЕЛ X

Общественные, гражданские, культурные и профессиональные обмены

I. Стороны соглашаются поощрять организацию совместных мероприятий и обменов между соответствующими организациями,

занимающимися общественной и гражданской деятельностью, включая молодежные и женские организации, признавая, что решение осуществлять такие совместные мероприятия и обмены является делом самих организаций.

2. Стороны соглашаются содействовать взаимным обменам и визитам писателей, композиторов, музыковедов, драматургов, режиссеров театров, художников, архитекторов, искусствоведов, работников музеев, специалистов в различных областях права и других лиц, занятых культурной и профессиональной деятельностью для ознакомления с интересующими их в этих областях вопросами и для участия во встречах и симпозиумах. Стороны соглашаются информировать друг друга о предлагаемых кандидатах для поездок, а также разрабатывать для них программы достаточно заблаговременно до их прибытия.

РАЗДЕЛ XI

Спорт

1. Стороны соглашаются поощрять взаимный обмен спортсменами и спортивными командами, а также визиты специалистов в области физического воспитания и спорта.

2. Эти обмены и визиты будут согласовываться между соответствующими американскими и советскими спортивными организациями.

РАЗДЕЛ XII

Туризм

Стороны соглашаются поощрять изучение вопросов организации туристских поездок между двумя странами, а также принятие на основе взаимности мер для удовлетворения запросов туристов, приезжающих индивидуально или группами, по ознакомлению с образом жизни, трудом и культурой народов каждой страны.

РАЗДЕЛ XIII

Процедура встречи Сторон

Стороны соглашаются провести встречу своих представителей не позднее, чем через один год после подписания настоящего Соглашения для рассмотрения хода осуществления обменов и обсуждения деталей программы на второй год Соглашения.

РАЗДЕЛ XIV

Вступление в силу

Настоящее Соглашение вступает в силу с момента его подписания и считается действительным с I января 1968 года.

В УДОСТОВЕРЕНИЕ вышеуказанного нижеподписавшиеся, должностным образом уполномоченные, подписали настоящее Соглашение и приложили к нему свои печати.

СОВЕРШЕНО в Москве 15 дня июля месяца тысяча девятьсот
шестьдесят восьмого года в двух экземплярах на английском и
русском языках, причем оба текста имеют одинаковую силу.

За Правительство
Соединенных Штатов Америки

William E. Thompson

За Правительство
Союза Советских Социалистичес-
ких Республик

Ильинский

Приложение к разделу УІОБМЕНЫ В ОБЛАСТИ ОБРАЗОВАНИЯ

Обмены студентами, аспирантами, молодыми преподавателями и научными работниками

/пункт I.a раздела УІ/

I. Международный комитет по субсидиям на поездки США /Комитет/ и Министерство высшего и среднего специального образования СССР /Министерство/ обменяются списками участников обмена, их программами и необходимой информацией о каждом из них на предстоящий учебный год не позже, чем через день после подписания Соглашения в 1968 году и до 1 марта 1969 года, на следующий учебный год. Программы обучения и стажировки должны отражать научный опыт, цели и план научной работы участников. Представители Комитета и Министерства встретятся в Москве не позже 31 июля 1968 года и в Блумингтоне /штат Индиана/ по возможности быстрее после 20 апреля, но не позднее, чем 10 мая 1969 г. для взаимной информации о приеме участников на предстоящий учебный год и для обсуждения деталей, связанных с обменом.

2. Участники, которым предстоит начать свою работу с начала учебного года, должны прибыть к 14 августа /американские участники/ и к 12 августа /советские участники/ в соответствующие университеты каждой страны, которые организуют курсы язы-

ковой подготовки. Участники обмена, принятые на второй семестр, должны прибыть в период с I по IO февраля. Если участник не сможет прибыть в принимающую страну в установленный срок, направляющая сторона как можно раньше известит об этом принимающую сторону. Новая дата его прибытия будет установлена по договоренности.

3. Просьбы о продлении срока пребывания участника, поданные в период обучения, будут рассматриваться принимающей стороной лишь в исключительных случаях.

4. Принимающая сторона будет нести следующие расходы: плата и взносы за обучение в университетах и других высших учебных заведениях, плата за соответствующее жилье и ежемесячная выплата стипендий по согласованию между Комитетом и Министерством. Стипендия будет, как правило, выплачиваться на руки полностью. При заболевании участника обмена или несчастном случае с ним принимающая сторона будет нести расходы по медицинскому обслуживанию, включая расходы по лечению в больнице, по договоренности между Комитетом и Министерством. Направляющая сторона будет нести все расходы по проезду своих участников.

5. Стороны соглашаются обеспечить жильем супругов участников обмена в течение учебного года или сроком до 30 дней /однократное посещение/. Принимающая сторона не будет нести никаких расходов по проезду и пребыванию в стране супругов участников обмена.

Обмен преподавателями иностранного языка

/пункт I.б раздела VI/

6. Комитет и Министерство согласуют сроки проведения курсов и обмениваются списками участников, проектами программ курсов и комментариями к ним к согласованной дате. Участники этих обменов могут сопровождаться одним или двумя специалистами языка /руководителями/. Принимающая сторона обеспечит участников, включая руководителей, бесплатным обучением, бесплатным жильем /общежитием/, стипендией и медицинским обслуживанием по согласованию между Комитетом и Министерством. Стипендия будет, как правило, выплачиваться на руки полностью. Направляющая сторона будет нести все расходы по проезду своих участников.

Обмен профессорами и преподавателями

/пункт I.в раздела VI/

7. Стороны обмениваются списками ученых, необходимой информацией о каждом из них и программами их научной работы, предлагаемых направляющей стороной на первый семестр, в 1968 году в течение 30 дней после подписания Соглашения, в 1969 году к 15 марта 1969 года, предлагаемых на второй семестр - к 15 октября каждого года. Принимающая сторона сообщает направляющей стороне решение университетов и других

высших учебных заведений относительно приема указанных ученых в течение двух месяцев после получения вышеупомянутых документов.

8. Принимающая сторона обеспечит участников бесплатным жильем, медицинским обслуживанием и ежемесячной стипендией по согласованию между Комитетом и Министерством. Направляющая сторона будет нести все расходы по проезду своих участников. Участников могут сопровождать их супруги и малолетние дети, в последнем случае принимающая сторона не несет никаких обязательств по обеспечению супружеских супругов с детьми жильем, а также во всех случаях не будет нести никаких расходов по их проезду и содержанию.

Поездки представителей сторон

9. Каждая сторона может направить за свой счет представителей в принимающую страну для ознакомления с условиями обучения и пребывания своих участников обменов.

ANNEX NO. I

AGREEMENT ON EXCHANGE OF SCIENTISTS BETWEEN
THE NATIONAL ACADEMY OF SCIENCES OF THE USA AND
THE ACADEMY OF SCIENCES OF THE USSR
IN 1968 AND 1969

In accordance with the Agreement between the United States of America and the Union of Soviet Socialist Republics on Exchanges in the Scientific, Technical, Educational, Cultural, and Other Fields in 1968-69, dated July 15, 1968 [Section II, 1-a], the National Academy of Sciences of the USA on the one hand and the Academy of Sciences of the USSR on the other hand, taking into account the importance of exchanges of scientists, have agreed as follows:

1. The National Academy of Sciences of the USA and the Academy of Sciences of the USSR in 1968 and 1969 will exchange 10 prominent scientists, at least half of whom shall be members of the respective Academies, for a period of up to one month each, for delivering lectures, conducting seminars, and familiarization with scientific research on various problems of science.

2. The National Academy of Sciences of the USA and the Academy of Sciences of the USSR will exchange in 1968 and 1969:

- (a) scientists for a period up to one month each for familiarization with scientific research, totaling 10 scientists for each side;
- (b) scientists for a period from 3 to 10 months each for the conduct of scientific research and for advanced study in scientific research institutions of the other side. The actual number of scientists

will be determined by the sending Academy but the total not to exceed 30 persons, and total volume for these visits will not exceed 160 man-months.

3. The selection of the scientists described in Paragraphs 1 and 2 rests with the sending Academy. However, under Paragraph 1, the receiving Academy may suggest the names of scientists it would welcome. All visits will be undertaken subject to acceptance by the receiving Academy.

4. Scientists shall be nominated for visits under Paragraph 1 and 2 (a) at least three months prior to the proposed date of commencement of the visit. For the purpose of nomination, the sending Academy will send to the receiving Academy a data sheet for each scientist, which will include the following information: name of the scientist; education; professional employment; scientific specialization; bibliography; institutes and names of scientists in the receiving country which the scientist wants to visit; knowledge of foreign languages; titles of lectures as appropriate; and approximate date of arrival in the receiving country.

The receiving Academy shall reply to such notification within two months after its receipt. If the visit is acceptable, the receiving Academy will name the scientific institutions included in the scientist's program and confirm the proposed date of arrival or suggest an alternate date for beginning the program.

Upon arrival in the receiving country, each scientist will receive a written program for his entire visit.

5. Visits by scientists under Paragraph 2(b) shall be arranged in the following manner. At least four months in advance, the sending Academy will provide the receiving Academy with a data sheet for each nominee. The data sheet will include the information enumerated in Paragraph 4, above, omitting titles of lectures unless the scientist is prepared to deliver lectures. The data sheet will also indicate the proposed duration and dates of the visit and the nominee's choices for placement for research, together with the names of scientists in the receiving country with whom he would wish to work.

No later than three months after receipt of a nomination that Academy will respond regarding its ability to receive the nominee. For each visit that is acceptable, the response will confirm the approximate date of arrival or suggest alternate dates, will confirm the institution where the scientist will work or offer alternate placement, and will confirm opportunities for any field trips included in the research program.

6. After receiving the consent of the receiving Academy to accept a given scientist, the sending Academy shall inform the receiving Academy of the exact date of his arrival approximately five days in advance, cabling in the language of the receiving Academy. If his arrival is greatly delayed beyond the date initially agreed upon, the receiving Academy should be so notified.

7. The exchanges which are provided for in Paragraphs 1 and 2 of the present Agreement may be expanded, reduced, or changed by agreement between the Academies.

8. In addition to the visits otherwise provided for in this Agreement, each Academy and institutions associated with it may

invite individual scientists of the other country for special visits. Each Academy will make every effort to facilitate the fulfillment of such visits. The financial arrangements for such visits shall be determined separately in each case.

9. The National Academy of Sciences of the USA and the Academy of Sciences of the USSR will provide for inviting individual scientists of the other country to take part in national scientific conferences and will assist these scientists, insofar as possible, to visit scientific research institutions in their fields of interest when such visits are provided in the programs of the said scientific conferences.

10. The National Academy of Sciences of the USA and the Academy of Sciences of the USSR agree on the desirability of conducting in the USA and the USSR jointly sponsored symposia on important scientific problems.

In order to prepare such symposia there shall be created an organizational committee of representatives of both Academies in each case. The working staff shall be created by the Academy of the country in which the symposium will take place.

Each Academy shall have the right to publish the proceedings of the symposium in its own language.

11. The National Academy of Sciences of the USA and the Academy of Sciences of the USSR agree to assist in establishing contacts with scientific institutions and organizations, archives, and libraries of the other country, whose work is connected with the work of the Academies, and likewise to continue an exchange of scientific publications.

12. The two Academies, confirming their readiness to explore possibilities for the continued development of scientific exchanges,

agree that small delegations of the Academies, composed of Members of the National Academy of Sciences of the USA and of Academicians and Corresponding Members of the Academy of Sciences of the USSR, shall meet once a year, alternately in the USSR and in the USA, to review the interacademy exchange program broadly at the policy level.

The expense of each delegation will be borne by its own Academy.

Administrative Arrangements

13. All scientists making visits under the provisions of Paragraphs 1 and 2, of this Agreement shall be provided by the sending Academy with transportation to and from the main destination, which is generally Moscow or Washington, D. C.

The receiving side shall bear the expenses for transportation within the country if they are directly connected with the purpose of the visit, as provided for in Paragraphs 1 and 2 of this Agreement.

14. The receiving Academy shall provide living quarters (exclusive of meals) and medical aid to the scientists of the other country who have arrived in accordance with Paragraphs 1 and 2 of this Agreement, and also shall provide a stated allowance as separately agreed upon by the two sides.

Salaries (grants) shall be paid to the scientists by the sending side.

15. Each Academy, on a reciprocal basis, shall provide free of charge to the scientists of the other country who have arrived in accordance with Paragraph 2 of this Agreement, the opportunity to conduct scientific research in scientific institutions, libraries, and archives.

Expenses for procuring materials, apparatus, literature, photocopies, and microfilm which are essential to the fulfillment

by the visiting scientist of his agreed research project shall be borne by the receiving side.

16. All expenses connected with the visits of scientists for participation in scientific congresses, conferences, meetings, and other events provided in Paragraph 9 of the present Agreement shall be borne, as a rule, by the sending Academy, if there is no agreement to the contrary.

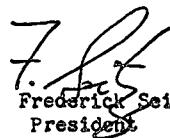
17. All expenses for sending scientists to jointly sponsored symposia, provided for in Paragraph 10 of the present Agreement, shall be borne by the sending Academy. Expenses connected with organizing and conducting such symposia shall be borne by the receiving Academy.

18. Each Academy will facilitate the timely issuance of visas to the exchange scientists of the other country in order to assure their arrival in the host country on the dates previously agreed upon by the two Academies.

19. This Agreement will enter into force upon signature by both sides.

DONE at Moscow in duplicate, in the English and Russian languages, both equally authentic, this fifteenth day of July, one thousand nine hundred sixty-eight.

FOR THE NATIONAL ACADEMY
OF SCIENCES OF THE USA:



Fredrick Seitz
President

FOR THE ACADEMY OF
SCIENCES OF THE USSR:



M. V. Keldysh
President

Приложение № 1

С О Г Л А Ш Е Н И Е

об обмене учеными между Национальной Академией наук США и Академией наук СССР в 1968-1969 гг.

В соответствии с Соглашением между Соединенными Штатами Америки и Союзом Советских Социалистических Республик об обменах в области науки, техники, образования, культуры и в других областях в 1968-1969 годах от 15 июля 1968 года (Раздел II § 1а) Национальная академия наук США, с одной стороны, и Академия наук СССР, с другой стороны, оценивая должным образом значение обменов учеными, договорились о нижеследующем:

1. Национальная академия наук США и Академия наук СССР в 1968 и 1969 годах обменяются десятью видными учеными, из которых по крайней мере половина является членами соответствующих Академий, сроком до одного месяца каждый, для чтения лекций, проведения семинаров и ознакомления с научно-исследовательскими работами по различным проблемам науки.

2. Национальная академия наук США и Академия наук СССР в 1968 и 1969 годах обменяются:

а) учеными сроком до одного месяца каждый для ознакомления с научными учреждениями по 10 человек с каждой стороны;

б) учеными сроком от 3 до 10 месяцев каждый для проведения научных исследований и специализации в научно-исследовательских учреждениях другой стороны. Фактическое число ученых будет определяться направляющей Академией. Но общее число ученых не превысит 30 человек. Общий объем обменов не будет превосходить 160 человеко-месяцев для каждой стороны.

3. Выбор ученых, указанных в §§ 1 и 2 производится направляющей Академией. Однако принимающая Академия в соответствии с § 1 может предлагать фамилии кандидатов, которых она хотела бы видеть у себя. Обеспечение всех поездок в зависимости от их приемлемости, будет производиться принимающей Академией.

4. Кандидатуры ученых для поездок в рамках § 1 и § 2 (а) будут представляться по крайней мере за три месяца до предполагаемой даты начала визита. При назначении кандидатов для поездки направляющая Академия представляет принимающей Академии анкету на каждого ученого, в которой указываются: фамилия ученого, образование, место работы, научная специализация, библиографические данные, институты и имена ученых в принимающей стране, которые учёный желает посетить, знание иностранных языков, темы соответствующих лекций и приблизительная дата прибытия в принимающую страну.

Принимающая Академия даст ответ на это представление в течение двух месяцев по его получении. В случае приемлемости поездки, принимающая Академия сообщает наименование институтов, включенных в программу ученого и подтвердит предложенную дату прибытия, или предложит другую дату начала программы.

По прибытии в принимающую страну каждый учёный получит программу всей его поездки в письменной форме.

5. Поездки учёных в рамках § 2 (б) будут осуществляться следующим образом. Направляющая Академия представляет принимающей Академии анкету на каждую кандидатуру ученого по крайней мере за четыре месяца. В анкете указываются те же сведения, что и по § 4, за исключением тем лекций, если учёный не намерен с ними выступать. В каждой анкете будет также отмечаться предлагаемая продолжительность и сроки визита и желание ученого, где он

предполагает проводить работу, а также фамилии ученых в принимающей стране, с которыми он желал бы работать.

Не позднее, чем через три месяца после получения представлений, Академия дает ответ в соответствии с ее возможностями принять рекомендованного ученого. В отношении каждой приемлемой поездки в ответе должна подтверждаться приблизительная дата прибытия или указываться альтернативные даты, подтверждаться Институт для проведения работы ученым или предлагаться альтернативное место размещения; а также подтверждаться возможности любых поездок по стране, включенных в программу исследовательской работы.

6. По получении согласия от принимающей Академии принять данного ученого направляющая Академия примерно за 5 дней информирует принимающую Академию о точной дате его прибытия телеграммой на языке ее страны. Если его прибытие существенно задерживается по сравнению с предварительно согласованной датой, принимающая Академия должна быть об этом информирована.

7. Обмены, предусмотренные в §§ 1 и 2 данного Соглашения могут быть расширены, сокращены или изменены по договоренности между Академиями.

8. В дополнение к поездкам, предусмотренным настоящим Соглашением, каждая Академия и связанные с ней институты, могут приглашать отдельных ученых другой страны для специальных визитов. Каждая Академия приложит все усилия к тому, чтобы содействовать осуществлению таких визитов. Финансовые вопросы, связанные с указанными визитами, решаются в каждом случае отдельно.

9. Национальная академия наук США и Академия наук СССР будут обеспечивать приглашение отдельных ученых другой страны

участвовать в национальных научных конференциях, и способствовать этим ученым, насколько это возможно, в посещении научно-исследовательских институтов по их специальности, когда такие посещения предусмотрены программами указанных научных конференций.

10. Национальная академия наук США и Академия наук СССР договорились о желательности проведения в СССР и США совместно созываемых симпозиумов по актуальным научным проблемам.

Для подготовки таких симпозиумов в каждом случае создается оргкомитет из представителей обеих Академий. Рабочий аппарат создается Академией той страны, в которой намечено проведение симпозиума.

Каждая Академия имеет право издавать труды симпозиума на своем языке.

11. Национальная академия наук США и Академия наук СССР соглашаются оказывать содействие в установлении контактов с научными учреждениями и организациями, архивами и библиотеками другой страны, работа которых связана с Академиями, а также продолжать обмен научными изданиями.

12. Обе Академии, подтверждая свою готовность изучать возможности дальнейшего развития научных обменов, договорились о том, что небольшие делегации Академий, состоящие из членов Национальной академии наук США и академиков и членов-корреспондентов Академии наук СССР, будут встречаться раз в год поочередно в США и СССР для обсуждения в широком плане направлений обменов между Академиями. Расходы по поездке каждой делегации будет нести направляющая Академия.

Административные вопросы

13. Транспортные расходы всех ученых, командируемых в соответствии с §§ 1 и 2 настоящего Соглашения, будет нести направляющая Академия до пункта главного назначения и обратно которыми, как правило, будут являться Вашингтон и Москва.

Принимающая сторона несет расходы по поездкам внутри страны, если они непосредственно связаны с целью визита, предусмотренного в §§ 1 и 2 настоящего Соглашения.

14. Принимающая Академия обеспечивает оплату жилья (питание не включается) и медицинской помощи ученым другой страны, прибывшим в соответствии с §§ 1 и 2 настоящего Соглашения, а также выдает определенную сумму денег в соответствии с отдельной договоренностью между двумя сторонами.

Заработка плата (стипендия) ученым выплачивается направляющей стороной.

15. Каждая Академия на основе взаимности безвозмездно представляет ученым другой страны, прибывшим в соответствии с § 2 настоящего Соглашения, возможность проводить научно-исследовательскую работу в научных учреждениях, библиотеках и архивах.

Расходы по представлению материалов, приборов, литературы, фотокопий и микрофильмов, которые необходимы для выполнения командированным ученым согласованной программы работы, несет принимающая сторона.

16. Все расходы, связанные с командировками ученых для участия в научных съездах, конференциях, совещаниях и других мероприятий, предусмотренных § 9 настоящего Соглашения, несет, как правило, направляющая Академия, если не будет иной договоренности.

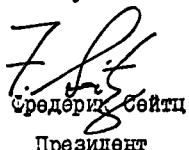
17. Все расходы, связанные с командировками ученых на совместно организованные симпозиумы, предусмотренные § 10 настоящего Соглашения, несет направляющая Академия. Расходы, связанные с подготовкой и проведением таких симпозиумов, несет принимающая Академия.

18. Каждая Академия будет содействовать своевременному получению виз участниками обмена другой страны для того, чтобы обеспечить их приезд в принимающую страну во время, ранее согласованное между двумя Академиями.

19. Данное Соглашение вступит в силу с момента его подписания обеими сторонами.

Совершено в Москве в двух экземплярах, на английском и русском языках, каждый из которых в равной степени аутентичен, сего 15 дня июля месяца тысяча девятьсот шестьдесят восьмого года.

За Национальную Академию
наук США


Фредерик Сейтц
Президент

За Академию наук СССР


М. В. Келдыш
Президент

ANNEX NO. II

AGREEMENT ON EXCHANGE OF SCHOLARS BETWEEN
THE AMERICAN COUNCIL OF LEARNED SOCIETIES
AND THE ACADEMY OF SCIENCES OF THE U.S.S.R.
FOR 1968 AND 1969

In accordance with the Agreement between the United States of America and the Union of Soviet Socialist Republics on Exchanges in the Scientific, Technical, Educational, Cultural and Other Fields in 1968-69, dated July 15, 1968 [Section II, 1-b] the American Council of Learned Societies on the one hand and the Academy of Sciences of the U.S.S.R. on the other hand, attaching due significance to the exchange of scholars, have agreed as follows:

1. The American Council of Learned Societies and the Academy of Sciences of the U.S.S.R. will exchange twelve (12) scholars for periods of three to ten (3 - 10) months each in 1968 and 1969 for the purpose of becoming acquainted with scholarly research in the fields of the humanities and social sciences, as well as for conducting research work in the scholarly institutions of the other side, for a total period of not exceeding fifty-five (55) man-months.

The sending side shall recommend the candidacies of the scholars and the subjects of their work and the receiving side shall provide the working place and the necessary conditions for carrying on their research in appropriate scholarly institutions.

2. Visits by scholars under Paragraph 1 shall be arranged in the following manner. At least four months in advance, the Council or the Academy will provide to the other party a data sheet for each nominee for a visit. The data sheet will include the following

information: name of the scholar; education; professional employment; scholarly specialization; bibliography; institutions and scholars in the receiving country which the scholar wants to visit; knowledge of foreign languages; title of lectures as appropriate; and approximate date of arrival in the receiving country. Each data sheet will also indicate the proposed duration and dates of the visit and the nominee's choice for placement for research, together with the names of scholars in the receiving country with whom he would wish to work.

No later than three months after receipt of the nomination, the Council or the Academy will respond regarding its ability to receive the nominee. For each visit that is acceptable, the response will confirm the approximate date of arrival or suggest alternate dates, will confirm the institution where the scholar will work or offer alternate placement, and will confirm opportunities for any field trips included in the research project.

3. The sending side shall inform the receiving side of the date and means of arrival of the scholar being exchanged under Paragraph 1 above not less than five (5) days in advance.

4. In addition to the visits otherwise provided for in this Agreement, the American Council of Learned Societies and the Academy of Sciences of the U.S.S.R. and institutions associated with them may invite individual scholars of the other country for special visits. The Council and the Academy will make every effort to facilitate the fulfillment of such visits. The financial arrangements for such visits shall be determined separately in each case.

5. The exchange of scholars provided for in this Agreement does not exclude supplementary expansion, abridgement, or alteration

of the exchanges by agreement between the American Council of Learned Societies and the Academy of Sciences of the U.S.S.R.

6. The American Council of Learned Societies and the Academy of Sciences of the U.S.S.R. agree on the desirability of conducting, in the United States and in the Soviet Union, joint symposia on significant scholarly problems in specialized fields in the humanities and the social sciences.

An organizing committee consisting of representatives of both sides shall be created for preparing such symposia. A working staff shall be established by the Council or the Academy of the country in which the symposium is to be held.

Expenses incurred in sending scholars to joint symposia shall be defrayed by the sending side. All expenses connected with preparing and conducting joint symposia shall be defrayed by the receiving side.

The Council and the Academy shall each have the right to publish the proceedings of the symposia in its own language.

7. The American Council of Learned Societies and the Academy of Sciences of the U.S.S.R. agree mutually to facilitate the establishment of relations with scholarly institutions and organizations, archives and libraries of the other side, whose work is connected with them, as well as to develop exchanges of scholarly publications.

8. The sending side shall bear the expenses of the travel of its scholars to and from the principal destination.

The receiving side shall bear the expenses of travel within the country, if it is directly connected with the object of stay as provided for by Paragraph 1 of this Agreement.

9. The receiving side shall pay the expenses of lodging and medical aid to the other side's scholars who have arrived in accordance with Paragraph 1 of this Agreement, and also shall pay a certain sum of money for personal expenses as separately agreed upon by the two sides.

The salaries (stipends) of scholars shall be paid by the sending side.

10. The American Council of Learned Societies and the Academy of Sciences of the U.S.S.R. shall give, free of charge, to the scholars of the other side who have arrived in accordance with this Agreement, the opportunity to carry on research in scholarly institutions, libraries, and archives.

11. The receiving side shall facilitate the acquisition by the visiting scholars of materials, literature, photo-copies, microfilms, and so on, within the limits of the work program agreed on, and shall bear the expense of acquisitions.

12. Each side will facilitate the timely issuance of visas to exchange scholars from the other country in order to assure their arrival in the host country on the dates previously agreed upon by the two sides, and also facilitate issuance of visas for the entire time of the research visit agreed on by both sides.

13. The provisions of this Agreement may be partially altered by the mutual consent of the American Council of Learned Societies and the Academy of Sciences of the U.S.S.R.

14. This Agreement will enter into force upon signature.

DONE at Moscow in duplicate, in the English and Russian languages, both equally authentic, this 15th day of July one thousand nine hundred sixty-eight.

FOR THE AMERICAN COUNCIL
OF LEARNED SOCIETIES:

Frederick Burkhardt [1]

FOR THE ACADEMY OF
SCIENCES OF THE
U. S. S. R.

M. V. Keldysh [2]

¹ Frederick Burkhardt
² M. V. Keldysh

Приложение № 2

СОГЛАШЕНИЕ

об обмене учеными между Американским Советом
познавательных обществ и Академией наук СССР
в 1968 и 1969 годах

В соответствии с Соглашением между Соединенными Штатами Америки и Союзом Советских Социалистических Республик об обменах в области науки, техники, образования, культуры и в других областях в 1968-1969 годах от 15 июля 1968 года (Раздел II § 16) Американский совет познавательных обществ с одной стороны, и Академия наук СССР, с другой стороны, оценивая должным образом значение обменов учеными, договорились о нижеследующем:

1. Американский совет познавательных обществ и Академия наук СССР обменяются в 1968 и 1969 гг. по двенадцати ученых на срок от трех до десяти месяцев каждый для ознакомления с научными исследованиями в области гуманитарных и общественных наук, а также для проведения научно-исследовательских работ в научных учреждениях другой стороны общим объемом до 55 человеко-месяцев.

Направляющая сторона рекомендует кандидатуры научных работников и темы их работы, принимающая сторона обеспечивает рабочее место и необходимые условия для проведения научных работ в соответствующих научных учреждениях.

2. Поездки ученых в рамках § 1 будут осуществляться следующим образом. Совет или Академия наук представляет другой стороне

анкету на каждую кандидатуру ученого по каждой поездке по крайней мере за четыре месяца. В анкете указываются следующие сведения: фамилия ученого, образование, место работы, научная специализация, библиографические данные, институты и имена ученых в принимающей стране, которые ученый желает посетить, знание иностранных языков, темы соответствующих лекций и приблизительная дата прибытия в принимающую страну. Кроме того, в каждой анкете должны указываться предполагаемые продолжительность и сроки визита и желание ученого, где он предполагает проводить работу, а также фамилии ученых в принимающей стране, с которыми он желал бы работать.

Не позднее, чем через три месяца после получения представлений, Совет или Академия наук дадут ответ в соответствии с их возможностями принять рекомендованного ученого. В отношении каждой приемлемой поездки в ответе должны подтверждаться приблизительная дата прибытия или указываться альтернативные даты, подтверждаться основной институт для проведения работы ученых, или предлагаться альтернативное место размещения; а также подтверждаться возможности любых поездок по стране, включенных в проект исследовательской работы.

3. Посылающая сторона информирует принимающую сторону о дате и способе прибытия ученого, участвующего в обмене в соответствии с § 1 настоящего Соглашения не менее чем за пять (5) дней.

4. В дополнение к поездкам, предусмотренным настоящим Соглашением, Совет и Академия наук и связанные с ними институты могут приглашать отдельных ученых другой страны для специальных визитов. Совет и Академия наук приложат все усилия

для того, чтобы содействовать осуществлению таких визитов.

финансовые вопросы, связанные с указанными визитами, решаются в каждом случае отдельно.

5. Обмен учеными, предусмотренный настоящим Соглашением, не исключает дополнительного увеличения, сокращения или изменения обменов по договоренности между Американским советом познавательных обществ и Академией наук СССР.

6. Американский совет познавательных обществ и Академия наук СССР соглашаются о желательности проведения в Соединенных Штатах и в Советском Союзе совместных симпозиумов по актуальным научным проблемам в специальных областях гуманитарных и общественных наук.

Для подготовки таких симпозиумов создается организационный комитет, состоящий из представителей обеих сторон. Рабочий аппарат будет создаваться Советом или Академией в зависимости от того, в какой стране намечено проведение симпозиума.

Расходы, связанные с командировкой ученых на совместные симпозиумы, будет нести направляющая сторона. Все расходы, связанные с подготовкой и проведением совместных симпозиумов, будет нести принимающая сторона.

Совет и Академия имеют право издавать труды симпозиума на своем языке.

7. Американский совет познавательных обществ и Академия наук СССР соглашаются взаимно оказывать содействие в установлении связей с научными учреждениями и организациями, архивами и библиотеками другой стороны, работа которых связана с ними, а также развивать обмен научными изданиями.

8. Направляющая сторона несет расходы по проезду своих ученых до основного места назначения и обратно.

Принимающая сторона несет расходы по поездкам внутри страны, если они непосредственно связаны с целью пребывания, предусмотренной § 1 настоящего Соглашения.

9. Принимающая сторона оплачивает ученым другой стороны, прибывшим в соответствии с § 1 настоящего Соглашения, расходы по жилью и медицинской помощи, а также выдает определенную сумму денег на личные расходы в соответствии с отдельной договоренностью между двумя сторонами.

Заработка плата (стипендия) ученым выплачивается направляющей стороной.

10. Американский совет познавательных обществ и Академия наук СССР безвозмездно предоставляют возможность ученым другой стороны, прибывшим в соответствии с настоящим Соглашением, проводить научно-исследовательскую работу в научных учреждениях, библиотеках и архивах.

11. Принимающая сторона будет содействовать приобретению материалов, литературы, фотокопий, микрофильмов и т.п. для командированных ученых в пределах согласованной программы работ и нести связанные с этим расходы.

12. Каждая сторона будет содействовать своевременной выдаче виз участникам обмена, являющимся представителями другой страны для того, чтобы обеспечить их приезд в принимающую страну во время, ранее согласованное между двумя сторонами, а также содействовать выдаче виз на весь согласованный между сторонами срок научной командировки.

13. Положения настоящего Соглашения могут быть частично изменены по договоренности между Американским советом познавательных обществ и Академией наук СССР.

14. Настоящее Соглашение вступает в силу с момента его подписания.

Совершено в Москве в двух экземплярах на английском и русском языках, каждый из которых в равной степени аутентичен, сего 15 дня июля месяца тысяча девятьсот шестьдесят восьмого года.

За Американский совет
познавательных обществ

Frederick Burkhardt

Фредерик Буркхардт
Президент

За Академию наук СССР

M. V. Keldysh

М. В. Келдыш
Президент

ANNEX NO. III

MEMORANDUM

on cooperation in the peaceful uses of atomic energy between the U.S. Atomic Energy Commission and the State Committee of the USSR for the Utilization of Atomic Energy pursuant to the Agreement between the United States of America and the Union of Soviet Socialist Republics on exchanges in the scientific, technical, educational, cultural, and other fields in 1968-1969.

The U.S. Atomic Energy Commission and the State Committee of the USSR for the Utilization of Atomic Energy;

Bearing in mind the cooperation implemented to date in the field of peaceful uses of atomic energy;

Recalling Section II (1)(c.) of the Agreement between the USA and the USSR on exchanges in the scientific, technical, educational, cultural, and other fields in 1968-1969, signed at Moscow on July 15, 1968;

Have agreed upon the following arrangements and procedures for carrying out reciprocal exchanges in the course of 1968-1969;

I. Exchange of Delegations

For the purpose of studying scientific and technical achievements in the peaceful uses of atomic energy in the USA and the USSR, the Parties agree to conduct exchanges of delegations to scientific establishments in the USA and the USSR on an agreed and reciprocal basis in the following fields:

1. Design and utilization of charged-particle accelerators, and also the fabrication of equipment for experimental work in accelerators.

2. Controlled thermonuclear reactions and plasma physics.
3. Nuclear reactors and atomic power stations.
4. Radiation chemistry.
5. Industrial process radiation.
6. Radiation processed foods.

The delegation exchanges indicated above, as well as additional exchanges of delegations which may be agreed in these and other fields of peaceful uses of atomic energy, shall be carried out in accordance with the following procedures:

a. The specific dates and durations of visits, composition of delegations, list of facilities to be visited, as well as the scope of each exchange, shall be agreed upon between the Parties.

Each delegation may consist of up to ten (10) persons and the length of each visit will be from 10 to 20 days.

b. In all cases the sending Party will pay the subsistence, lodging, transportation and other expenses of its delegation. The receiving Party will be responsible for making suitable arrangements such as hotel accommodations and travel, and for providing local transportation, necessary interpreters, and, in case of necessity, free medical aid.

c. This Memorandum should not be construed to cover principles and conditions governing the participation of scientists and specialists of both countries in conferences (symposia) organized in the USA and the USSR.

II. Exchange of Specialist Visits

For the purpose of more intensive study of achievements

in areas of specialized interest, the Parties agree to conduct exchanges of visits by small groups of specialists on an agreed and reciprocal basis in fields in which exchanges of delegations have taken place pursuant to Section I of this Memorandum or Section I of the Memorandum of May 21, 1963.

Each Party may propose specific reciprocal exchanges for periods up to two weeks; in each case such a proposal shall be made at least three months prior to the contemplated date of the visit. Each proposal shall identify the subject of the exchange, the names and places of work of the members (not more than three) of the group, the proposed date of arrival, and the installations of the proposing Party where visiting scientists from the other Party could be received in return. The receiving Party shall reply within six weeks of receipt of a proposal. If the receiving Party accepts the proposal, it shall confirm the proposed date of arrival or suggest an alternate date. The receiving Party shall also name the installations to be visited in the receiving country, the members and places of work of the return group, and the date for the return visit. The proposing Party will confirm acceptance of this reply within three weeks so that visas may be applied for 20 days in advance of the departure of the scientists concerned.

In all cases the sending Party will pay the subsistence, lodging, transportation, and other expenses of its group. The host Party will be responsible for meeting the group upon arrival and for making suitable arrangements for hotel accommodations and travel.

III. Exchange of Research Specialists

The Parties agree to exchange 2-3 research specialists for terms of not over one year in each of the following fields:

1. Controlled thermonuclear reactions and plasma physics.
2. Solid state physics.

The dates and durations of visits under this section shall be determined by agreement of the Parties. The sending Party will pay the subsistence, lodging, transportation, and other expenses of its scientists. The receiving Party shall be responsible for arranging suitable accommodations and travel.

IV. Visits by Invitation

The Parties agree to the exchange of specialists in the field of high energy physics under arrangements whereby a director of one of the below-named institutions conducting research in this field in one country may invite scientists from the other country to visit his institution without requiring a formal exchange of letters between the Parties and without the need to identify specific reciprocity in advance. However, the Parties agree that over the next several years comparable opportunities will be provided in order to balance the visits made by scientists of each country.

In this exchange the following United States institutions will participate: the Argonne National Laboratory, Brookhaven National Laboratory, Lawrence Radiation Laboratory (Berkeley), Stanford Linear Accelerator Center, Princeton-Pennsylvania Accelerator, and the Cambridge Electron Accelerator.

In this exchange the following Soviet institutions will

participate: the Institute of Theoretical and Experimental Physics (Moscow), the Institute of High Energy Physics (Serpukhov), the Physico-Technical Institute of the Ukrainian Academy of Sciences (Kharkov), and the Institute of Physics of the Armenian Academy of Sciences (Yerevan).

Each party, by specific designation, may enlarge the list of its institutions participating in this program.

The dates and durations of visits shall be determined by the terms of the invitations. The sending Party will pay the subsistence, lodging, transportation, and other expenses of its scientists. The receiving Party shall be responsible for arranging suitable accommodations and travel.

V. Exchange of Information

The Parties agree to exchange scientific information on a reciprocal basis by means of sending unclassified documents (books, monographs, preprints, and doctoral dissertations) on current work in the fields designated in Section I of this Memorandum or Section I of the Memorandum of May 21, 1963. The Parties shall each provide the other each month ten (10) new documents (two copies each) and may, by agreement, increase the number of documents to be exchanged.

Each Party agrees to provide additional unclassified documents in the fields indicated in the paragraph above, upon the request of the other Party. Each Party may request up to five documents per month. Should a requested document be out of print, a microfilm or facsimile copy will be provided.

In this connection the Parties have agreed that the

dissertations to be sent by the State Committee on the Utilization of Atomic Energy of the USSR may include dissertations for the degree of candidate of science as well as doctor of science.

In order that the International Atomic Energy Agency and its members may fully benefit from this cooperation, the reports and other documents which the Parties to the agreement will exchange will also be transmitted to the Agency.

VI. Joint Conferences

The Parties agree to hold joint conferences of specialists of both countries to discuss works on low energy nuclear physics (in the United States) and on the treatment and disposal of radioactive wastes from power and research reactors and radiochemical laboratories (in the Soviet Union). The scheduling of conferences and the number of participants shall be agreed upon later.

VII. General

The U.S. Atomic Energy Commission and the State Committee on the Utilization of Atomic Energy of the USSR may, from time to time, come to agreement on additional proposals.

Representatives of one Party will visit the other country approximately one year after the signing of this Memorandum to meet with representatives of the other Party in order to review the progress of exchanges during the first year and to arrange the program of exchanges for the second year of the Memorandum.

This Memorandum shall enter into force on the date of its signature and shall continue in force for the years 1968-1969.

DONE at Moscow in duplicate, in the English and Russian languages, both equally authentic, this *twenty ninth* day of *July*, one thousand nine hundred sixty-eight.

For the U.S. Atomic Energy
Commission:

Gerald F. Tape ^[1]

For the State Committee

on the Utilization of
Atomic Energy of the
USSR:
I. D. Morokhov ^[2]

¹ Gerald F. Tape
² I. D. Morokhov

Приложение № 3МЕМОРАНДУМ

о сотрудничестве в области использования атомной энергии в мирных целях между Комиссией по атомной энергии США и Государственным комитетом по использованию атомной энергии СССР к "Соглашению между Соединенными Штатами Америки и Союзом Советских Социалистических Республик об обменах в области науки, техники, образования, культуры и в других областях на 1968-1969 гг."

. Комиссия по атомной энергии США и Государственный комитет по использованию атомной энергии СССР,

имея в виду осуществлявшееся до сих пор сотрудничество в области использования атомной энергии в мирных целях;

основываясь на Разделе II /I/ /в/ "Соглашения между США и СССР об обменах в области науки, техники, образования, культуры и в других областях на 1968-1969 гг.", подписанного в Москве "15" июля 1968 года;

Пришли к соглашению о следующих мероприятиях и процедуре осуществления взаимных обменов в течение 1968-1969 годов:

I. Обмен делегациями

В целях ознакомления с научными и техническими достижениями в области мирного использования атомной энергии в США и СССР Стороны соглашаются проводить обмены делегациями для посещения научных учреждений в США и СССР на согласованной и взаимной основе в следующих областях:

1. Проектирование и использование ускорителей заряженных частиц, а также изготовление оборудования для экспериментальных работ на ускорителях.

2. Управляемые термоядерные реакции и физика плазмы.

3. Ядерные реакторы и атомные электростанции.

4. Радиационная химия.
5. Промышленные радиационные процессы.
6. Облучение пищевых продуктов.

Вышеуказанные обмены делегациями, так же как и дополнительные обмены делегациями, которые могут быть согласованы в этих и других областях мирного использования атомной энергии, будут проводиться в соответствии со следующими положениями:

а/ конкретные даты и продолжительность визитов, состав делегаций, список посещаемых организаций, а также конкретная область каждого обмена будут согласовываться между Сторонами. Каждая делегация может включать до десяти /10/ человек и продолжительность визита будет составлять от 10 до 20 дней;

б/ во всех случаях посылающая делегацию Сторона оплачивает суточные, квартирные, транспортные и другие расходы своей делегации. Принимающая Сторона несет ответственность за проведение надлежащих мероприятий, таких как размещение в гостиницах, организация поездок, обеспечение автотранспортом, предоставление в случае необходимости бесплатной медицинской помощи и предоставление необходимых переводчиков;

в/ настоящий Меморандум не должен истолковываться так, что он предусматривает принципы и условия, регулирующие участие ученых и специалистов обеих стран в конференциях (симпозиумах), организуемых в США и СССР.

II. Обмен визитами специалистов

В целях более глубокого ознакомления с достижениями в областях, представляющих особый интерес, Стороны соглашаются проводить обмены визитами небольших групп специалистов на согласованной и взаимной основе в областях, в которых имели место обмены делегациями в соответствии с разделом I настоящего Меморандума или разделом I Меморандума от 21 мая 1963 года.

Каждая Сторона может предложить конкретные взаимные обмены продолжительностью до двух недель; в каждом случае такое предложение

ние должно делаться по крайней мере за три месяца до предполагаемой даты визита. В каждом предложении необходимо указать предмет обмена, фамилии и места работы членов группы /не более трех человек/, предлагаемую дату прибытия и объекты, на которых вносящая предложение Сторона, может принять в качестве ответного визита ученых другой Стороны. Принимающая Сторона должна дать ответ не позднее, чем через шесть недель после получения предложения. Если принимающая Сторона принимает предложение, то она подтверждает предлагаемую дату приезда или предлагает другую дату. Принимающая Сторона также указывает объекты для посещения в принимающей стране, фамилии и места работы членов ответной группы и дату ответного визита. Предлагавшая Сторона подтвердит свое согласие с этим ответом не позже, чем через три недели с тем, чтобы можно было заблаговременно за 20 дней до отъезда соответствующих ученых подать заявки на визы.

Во всех случаях посылающая Сторона оплачивает суточные, квартирные, транспортные и другие расходы своей группы. Принимающая Сторона несет ответственность за встречу этой группы по ее прибытии и за проведение надлежащих мероприятий по размещению в гостиницах и организации поездок.

Ш. Обмен специалистами в области исследований

Стороны соглашаются осуществить обмен 2-3 специалистами-исследователями сроком не более одного года в каждой из следующих областей:

1. Управляемые термоядерные реакции и физика плазмы.
2. Физика твердого тела.

Даты и продолжительность визитов, предусмотренных этим разделом, будут устанавливаться по договоренности между Сторонами. Посылающая Сторона оплачивает суточные, квартирные, транспортные и другие расходы своих ученых. Принимающая Сторона несет ответственность за проведение мероприятий по размещению в гостиницах и организации поездок.

IV. Визиты по приглашениям

Стороны соглашаются осуществлять обмен специалистами в области физики высоких энергий на той основе, в соответствии с которой директор одной из нижеследующих организаций одной страны, проводящих исследования в этой области, может пригласить ученых из другой страны посетить его организацию без необходимости предварительного официального обмена письмами между Сторонами и без необходимости указания ответного визита. Однако Стороны соглашаются, что в течение ближайших нескольких лет будут предоставлены возможности для визитов, чтобы сбалансировать визиты, сделанные учеными каждой страны.

В этом обмене будут участвовать следующие организации Соединенных Штатов - Аргоннскую национальную лабораторию, Брукхейвенскую национальную лабораторию, Радиационная лаборатория им. Лоуренса /Беркли/, Центр Стенфордского линейного ускорителя, Ускоритель Принстон-Пенсильвания и Кембриджский электронный ускоритель.

В этом обмене будут участвовать следующие советские организации - Институт теоретической и экспериментальной физики /г. Москва/, Институт физики высоких энергий /г. Серпухов/, Физико-технический институт Академии наук Украинской ССР /г. Харьков/ и Институт физики Академии наук Армянской ССР /г. Ереван/.

Каждая Сторона путем отдельного уведомления может расширить список своих организаций, участвующих в этой программе.

Даты и продолжительность визитов будут определяться условиями приглашений. Посылающая Сторона оплачивает суточные, квартирные, транспортные и другие расходы своих ученых. Принимающая Сторона несет ответственность за мероприятия по размещению в гостиницах и организации поездок.

V. Обмен информацией

Стороны соглашаются обмениваться научной информацией на взаимной основе путем направления несекретных материалов /книг, моног

графий и препринтов, докторских диссертаций/ по текущим работам в областях, указанных в разделе I настоящего Меморандума или в разделе I Меморандума от 21 мая 1963 г. Каждая Сторона передает другой Стороне ежемесячно десять /10/ новых документов /каждый в 2-х экз./ и может по соглашению увеличить количество документов, подлежащих обмену.

Каждая Сторона соглашается передать дополнительные несекретные документы, относящиеся к областям, указанным в предыдущем параграфе, по просьбе другой Стороны. Каждая Сторона может просить до 5 документов в месяц. В случае отсутствия печатных экземпляров этого документа, будет передаваться микрофильм или факсимиле.

В этой связи Стороны согласились о том, что диссертации, направленные Государственным комитетом по использованию атомной энергии СССР, будут представлять собой диссертации на учёные степени кандидата наук и доктора наук.

Для того, чтобы Международное агентство по атомной энергии и его члены в полной мере извлекли пользу из настоящего сотрудничества, Агентству будут передаваться отчеты, доклады и другие документы, которыми будут обмениваться договаривающиеся Стороны.

VI. Совместные конференции

Стороны соглашаются провести совместные конференции специалистов обеих стран для обсуждения работ по ядерной физике низких энергий /в Соединенных Штатах/ и по очистке и удалению радиоактивных отходов от энергетических и исследовательских реакторов и радиохимических лабораторий /в Советском Союзе/. Время проведения конференций и количество их участников будет согласовываться дополнительно.

УП. Общие положения

Межу Комиссией по атомной энергии США и Государственным комитетом по использованию атомной энергии СССР время от времени могут согласовываться дополнительные предложения.

Представители одной Стороны приедут в другую страну приблизительно через год после подписания настоящего Меморандума для встречи с представителями другой Стороны, чтобы рассмотреть осуществление обменов в течение первого года и для согласования программы обменов на второй год действия Меморандума.

Настоящий Меморандум вступает в силу со дня его подписания и будет иметь силу в течение 1968-1969 гг.

Совершено в Москве *девятого девятого* дня *шестнадцати* месяца тысяча девятьсот шестьдесят восьмого года в двух подлинных экземплярах, каждый на английском и русском языках, оба текста аутентичны и имеют одинаковую силу.

8

Комиссия по атомной энергии США

Gerald S. Fager

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Гооударственный комитет
по использованию атомной
энергии СССР

Г. Гуревич
Союзом изобретателей и техников
энергии СССР

BOLIVIA

Agricultural Commodities

*Agreement signed at La Paz January 16, 1968;
Entered into force January 16, 1968.*

AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF BOLIVIA FOR SALES OF AGRICULTURAL COMMODITIES

The Government of the United States of America and the Government of Bolivia.

Recognizing the desirability of expanding trade in agricultural commodities between the United States of America (hereinafter referred to as the exporting country) and the Government of Bolivia (hereinafter referred to as the importing country) and with other friendly countries in a manner that will not displace usual marketings of the exporting country in these commodities or unduly disrupt world prices of agricultural commodities or normal patterns of commercial trade with friendly countries:

Taking into account the importance to developing countries of their efforts to help themselves toward a greater degree of self-reliance, including efforts to meet their problems of food production and population growth;

Recognizing the policy of the exporting country to use its agricultural productivity to combat hunger and malnutrition in the developing countries, to encourage these countries to improve their own agricultural production, and to assist them in their economic development;

Recognizing the determination of the importing country to improve its own production, storage, and distribution of agricultural food products, including the reduction of waste in all stages of food handling;

CONVENIO ENTRE EL GOBIERNO DE LOS ESTADOS UNIDOS
DE AMERICA Y EL GOBIERNO DE BOLIVIA PARA LA VENTA
DE PRODUCTOS AGRICOLAS

El Gobierno de los Estados Unidos de América y el
Gobierno de Bolivia.

Reconociendo la conveniencia de ampliar el comercio
en productos agrícolas entre los Estados Unidos de
América (de aquí en adelante denominado el país ex-
portador) y Bolivia (de aquí en adelante denominado
el país importador) y otros países amigos en una
forma que no desplace los mercados corrientes del
país exportador para tales productos, ni altere
indebidamente los precios mundiales de productos
agrícolas, ni las normas usuales del intercambio
comercial con países amigos:

Considerando la importancia que revisten para los
países en vías de desarrollo los esfuerzos que
realicen para fomentar su propio bienestar y auto-
nomía económica, incluyendo esfuerzos para resolver
sus problemas de producción de alimentos y de cre-
cimiento demográfico;

Reconociendo la política del país exportador de
emplear su productividad agrícola para luchar con-
tra el hambre y la desnutrición en los países en
vías de desarrollo, de estimular a dichos países
a que mejoren su propia producción agrícola y de
prestarles ayuda en su desarrollo económico;

Reconociendo la determinación del país importador
de mejorar su propia producción, almacenamiento y
distribución de productos agrícolas alimenticios,
inclusive reducir el desperdicio de productos ali-
menticios en todas las fases de su elaboración;

Desiring to set forth the understandings that will govern the sales of agricultural commodities to the importing country pursuant to Title I of the Agricultural Trade Development and Assistance Act, as amended^[1] (hereinafter referred to as the Act), and the measures that the two Governments will take individually and collectively in furthering the above-mentioned policies;

Have agreed as follows:

PART I - GENERAL PROVISIONS

ARTICLE I

A. The Government of the exporting country undertakes to finance the sale of agricultural commodities to purchasers authorized by the Government of the importing country in accordance with the terms and conditions set forth in this agreement, including the applicable annex which is an integral part of this agreement.

B. The financing of the agricultural commodities listed in Part II of this agreement will be subject to:

1. The issuance by the Government of the exporting country of purchase authorizations and their acceptance by the Government of the importing country; and
2. The availability of the specified commodities at the time of exportation.

C. Application for purchase authorizations will be made within 90 days after the effective date of this agreement, and, with respect to any additional commodities or amounts of commodities provided for in any supplementary agreement, within 90 days after the effective date of such supplementary agreement. Purchase authorizations shall include provisions relating to the sale and delivery of such commodities, and other relevant matters.

^[1] 80 Stat. 1528; 7 U.S.C. § 1701 *et seq.*

Deseando dejar sentadas las bases de entendimiento que regularán las ventas de productos agrícolas al país importador, de acuerdo con el Título I de la Ley de Ayuda y Desarrollo del Comercio Agrícola, con sus enmiendas (de aquí en adelante denominada la Ley), y las medidas que ambos gobiernos tomarán, en forma individual y colectiva, para fomentar las políticas señaladas anteriormente;

Han acordado lo siguiente:

PARTE I — DISPOSICIONES GENERALES

ARTICULO I

A. El Gobierno del país exportador se compromete a financiar la venta de productos agrícolas a compradores autorizados por el Gobierno del país importador, de conformidad con los términos y condiciones del presente convenio, incluyéndose el anexo pertinente que forma parte integral del presente convenio.

B. El financiamiento de los productos agrícolas indicados en la Parte II del presente Convenio estará sujeto a:

1. La emisión por el Gobierno del país exportador de autorizaciones para compras y su aceptación por el Gobierno del país importador; y
2. La disponibilidad de los productos indicados en la fecha de exportación.

C. Las autorizaciones para compras deberán solicitarse dentro de un plazo de 90 días a partir de la fecha de entrada en vigor del presente Convenio y, respecto a cualquier producto o cantidades de productos adicionales que se disponga en cualquier Convenio suplementario, dentro de un plazo de 90 días a partir de la fecha de entrada en vigor de tal convenio suplementario. Las autorizaciones para compras incluirán disposiciones relativas a la venta y entrega de tales productos, así como a otros asuntos pertinentes.

D. Except as may be authorized by the Government of the exporting country, all deliveries of commodities sold under this agreement shall be made within the supply periods specified in the commodity table in Part II.

E. The value of the total quantity of each commodity covered by the purchase authorizations for a specified type of financing authorized under this agreement shall not exceed the maximum export market value specified for that commodity and type of financing in Part II. The Government of the exporting country may limit the total value of each commodity to be covered by purchase authorizations for a specified type of financing as price declines or other marketing factors may require, so that the quantities of such commodity sold under a specified type of financing will not substantially exceed the applicable approximate maximum quantity specified in Part II.

F. The Government of the exporting country shall bear the ocean freight differential for commodities the Government of the exporting country requires to be transported in United States flag vessels (approximately 50 percent by weight of the commodities sold under the agreement). The ocean freight differential is deemed to be the amount, as determined by the Government of the exporting country, by which the cost of ocean transportation is higher (than would otherwise be the case) by reason of the requirement that the commodities be transported in United States flag vessels. The Government of the importing country shall have no responsibility to reimburse the Government of the exporting country or to deposit any local currency of the importing country for the ocean freight differential borne by the Government of the exporting country.

D. Salvo cuando pueda ser autorizado por el Gobierno del país exportador, todas las entregas (embarques) de productos vendidos de conformidad con el presente convenio se llevarán a cabo dentro de los períodos de entrega (embarque) que se indican en la tabla de productos de la Parte II.

E. El valor de la cantidad total de cada producto incluido en las autorizaciones de compras para un tipo específico de financiamiento autorizado, conforme al presente convenio, no podrá exceder del valor máximo en el mercado de exportación señalado para dicho producto y tipo de financiamiento en la Parte II. El Gobierno del País Exportador podrá limitar el valor total de cada producto a incluirse en las autorizaciones de compra para un tipo específico de financiamiento según las bajas de precios u otros factores del mercado que así lo exijan, de tal manera que las cantidades de dicho producto vendidas conforme a un tipo específico de financiamiento no excedan en forma sustancial la respectiva cantidad máxima aproximada que se especifica en la Parte II.

F. El Gobierno del país exportador se hará cargo del costo diferencial del transporte marítimo para los productos que el Gobierno del país exportador exija que sean transportados en barcos de bandera de los Estados Unidos (aproximadamente un cincuenta por ciento del tonelaje de los productos vendidos según el convenio). La diferencia de costo del transporte marítimo es la cantidad, según lo determine el Gobierno del país exportador, que sobrepasa del costo del transporte marítimo (que de otra forma sería el costo normal), debido al requisito de que los productos sean transportados en barcos de bandera de los Estados Unidos. El Gobierno del País importador no tendrá la obligación de reembolsar al Gobierno del país exportador para cubrir la diferencia de costo del transporte marítimo, sufragado por el Gobierno del país exportador.

G. Promptly after contracting for United States flag shipping space to be used for commodities required to be transported in United States flag vessels, and in any event not later than presentation of vessel for loading, the Government of the importing country or the purchasers authorized by it shall open a letter of credit, in United States dollars, for the estimated cost of ocean transportation for such commodities.

H. The financing, sale, and delivery of commodities under this agreement may be terminated by either Government if that Government determines that because of changed conditions the continuation of such financing, sale, or delivery is unnecessary or undesirable.

ARTICLE II

A. Initial Payment

The Government of the importing country shall pay, or cause to be paid, such an initial payment as may be specified in Part II of this agreement. The amount of this payment shall be that proportion of the purchase price (excluding any ocean transportation costs that may be included therein) equal to the percentage specified for initial payment in Part II and payment shall be made in United States dollars in accordance with the applicable purchase authorization.

B. Type of Financing

Sales of the commodities specified in Part II shall be financed in accordance with the type of financing indicated therein, and special provisions relating to the sale are also set forth in Part II and in the applicable annex.

G. Inmediatamente después de contratar espacio de carga en barcos de bandera de los Estados Unidos para los productos que se exigen sean transportados en barcos de bandera de los Estados Unidos, el Gobierno del país importador o los compradores autorizados por éste, abrirán una carta de crédito en dólares de los Estados Unidos por el valor calculado del flete marítimo de tales productos, y en ningún caso con posterioridad a la presentación de los barcos para ser cargados.

H. El financiamiento, la venta y la entrega de productos bajo el presente convenio podrán darse por terminados por cualquiera de los dos Gobiernos, si uno de ellos determinare que debido a que las condiciones han cambiado, es innecesario o inconveniente continuar tal financiamiento, venta o entrega.

ARTICULO II

A. Pago Inicial

El Gobierno del país importador pagará, o hará pagar, el pago inicial que se especifica en la Parte II del presente convenio. El importe de este pago ascenderá a la proporción del precio de compra (excluyendo cualquier costo de transporte marítimo que se haya incluido en este último), igual al porcentaje especificado como pago inicial en la Parte II, y el pago se hará en dólares de los EE.UU. de conformidad con la autorización de compra respectiva.

B. Tipo de financiamiento

Las ventas de los productos especificados en la Parte II se financiarán de acuerdo con el tipo de financiamiento indicado en la Parte II, y en el anexo respectivo, en los que se han prescrito también disposiciones especiales respecto a la venta.

C. Deposit of Payments

The Government of the importing country shall make, or cause to be made, payments to the Government of the exporting country in the currencies, amounts, and at the exchange rates specified elsewhere in this agreement as follows:

1. Payments in the local currency of the importing country (hereinafter referred to as local currency), shall be deposited to the account of the Government of the United States of America in interest bearing accounts in banks selected by the Government of the United States of America in the importing country.
2. Dollar payments shall be remitted to the Treasurer, Commodity Credit Corporation, United States Department of Agriculture, Washington, D.C. 20250, unless another method of payment is agreed upon by the two Governments.

ARTICLE III

A. World Trade

The two Governments shall take maximum precautions to assure that sales of agricultural commodities pursuant to this agreement will not displace usual marketings of the exporting country in these commodities or unduly disrupt world prices of agricultural commodities or normal patterns of commercial trade with countries the Government of the exporting country considers to be friendly to it (referred to in this agreement as friendly countries). In implementing this provision the Government of the importing country shall:

C. Depósitos de los Pagos

El Gobierno del país importador entregará, o hará entregar, pagos al Gobierno del país exportador en las monedas, cantidades y al tipo de cambio que se especifique en otra parte del presente Convenio en la forma siguiente:

1. Los pagos en la moneda nacional del país importador (de aquí en adelante denominada moneda nacional), se depositarán a favor de los Estados Unidos de América en cuentas que devenguen interés en bancos seleccionados por el Gobierno de los Estados Unidos de América en el país importador.
2. Los pagos en dólares de los EE.UU. se remitirán al Treasurer, Commodity Credit Corporation, United States Department of Agriculture, Washington, D.C. 20250, a menos que los dos Gobiernos convengan en otro método de pago.

ARTICULO III

A. Comercio Mundial

Los dos Gobiernos tomarán precauciones máximas para asegurar que las ventas de los productos agrícolas, hechas conforme al presente convenio, no desplacen los mercados corrientes del país exportador para tales productos, ni alteren indebidamente los precios mundiales de productos agrícolas o los patrones normales del intercambio comercial con países que el Gobierno del país exportador considera como naciones amigas (denominadas en el presente Convenio como países amigos). Para llevar a la práctica esta disposición, el Gobierno del país importador deberá:

1. insure that total imports from the exporting country and other friendly countries into the importing country paid for with the resources of the importing country will equal at least the quantities of agricultural commodities as may be specified in the usual marketing table set forth in Part II during each import period specified in the table and during each subsequent comparable period in which commodities financed under this agreement are being delivered. The imports of commodities to satisfy these usual marketing requirements for each import period shall be in addition to purchases financed under this agreement.

2. take all possible measures to prevent the resale, diversion in transit, or transshipment to other countries or the use for other than domestic purposes of the agricultural commodities purchased pursuant to this agreement (except where such resale, diversion in transit, transshipment or use is specifically approved by the Government of the United States of America); and

3. take all possible measures to prevent the export of any commodity of either domestic or foreign origin which is the same as, or like, the commodities financed under this agreement during the export limitation period specified in the export limitation table in Part II (except as may be specified in Part II or where such export is otherwise specifically approved by the Government of the United States of America.)

B. Private Trade

In carrying out this agreement, the two Governments shall seek to assure conditions of commerce permitting private traders to function effectively.

1. Asegurar que el total de las importaciones procedentes del país exportador y de otros países amigos al país importador, pagadas con los recursos de este último, sea por lo menos igual a las cantidades de productos agrícolas que se especificaren en la tabla de demandas normales del mercado de la Parte II, durante cada período de importación señalado en la tabla y durante cada período posterior equivalente, en el que se estén entregando los productos financiados bajo el presente Convenio. Las importaciones de productos para satisfacer dichas demandas normales del mercado para cada período de importación, serán adicionales a las compras financiadas conforme al presente convenio.

2. Adoptar todas las medidas posibles a fin de evitar la reventa, el desvío en ruta o el reembarque a otros países o el uso para otros fines que no sean los domésticos, de los productos agrícolas comprados en virtud del presente Convenio (salvo cuando dicha reventa, desvío en ruta, reembarque o uso hayan sido específicamente aprobados por el Gobierno de los Estados Unidos de América); y

3. tomar todas las medidas posibles para evitar la exportación de cualquier producto, de origen nacional o extranjero, que sea igual o parecido a los productos financiados, de conformidad con el presente convenio, durante el período de limitación de exportaciones especificado en la tabla de limitaciones de exportaciones de la Parte II (salvo según se especifiquen en la Parte II o cuando dicha exportación sea de otra forma específicamente aprobada por el Gobierno de los Estados Unidos de América).

B. Comercio Particular

En la ejecución del presente convenio, los dos Gobiernos tratarán de asegurar condiciones de comercio que permitan a los comerciantes particulares desenvolverse en forma eficaz.

C. Self-help

Part II describes the program the Government of the importing country is undertaking to improve its production, storage, and distribution of agricultural commodities. The Government of the importing country shall furnish in such form and at such time as may be requested by the Government of the exporting country, a statement of the progress the Government of the importing country is making in carrying out such self-help measures.

D. Reporting

In addition to any other reports agreed upon by the two Governments, the Government of the importing country shall furnish at least quarterly for the supply period specified in Item I, Part II of this agreement and any subsequent comparable period during which commodities purchased under this agreement are being imported or utilized:

1. the following information in connection with each shipment of commodities received under the agreement: the name of each vessel; the date of arrival; the port of arrival; the commodity and quantity received; the condition in which received; the date unloading was completed; and the disposition of the cargo, i.e., stored, distributed locally, or, if shipped, where shipped;
2. a statement by it showing the progress made toward fulfilling the usual marketing requirements;
3. a statement of the measures it has taken to implement the provisions of sections A 2 and 3 of this Article; and

C. Autoayuda

En la Parte II se describe el programa que el Gobierno del país importador está realizando para mejorar la producción, el almacenamiento y la distribución de productos agrícolas. El Gobierno del país importador presentará, en la forma y fecha que solicite el Gobierno del país exportador, un informe sobre el progreso que el Gobierno del país importador está alcanzando en la ejecución de tales medidas de autoayuda.

D. Informes

Además de cualesquier otros informes que se acuerden entre los dos Gobiernos, el Gobierno del país importador presentará, por lo menos trimestralmente durante el período de entrega (embarque) especificado en el Punto I de la Parte II de este Convenio y cualquier período comparable subsiguiente durante el cual los productos comprados conforme a este Convenio se importen o utilicen:

1. La información siguiente respecto a cada embarque de productos que se haya recibido conforme al Convenio: el nombre de cada barco; la fecha de llegada; el puerto de arribo; el producto recibido y la cantidad recibida; el estado en que se recibió; la fecha en que se terminó su descarga y el destino de la carga, p. ej. almacenada, distribuida localmente o, si fue enviada, a qué lugar;
2. una declaración que indique el progreso alcanzado para satisfacer las demandas normales del mercado;
3. una declaración que indique las medidas que ha tomado para aplicar las disposiciones de las secciones A 2 y 3 del presente artículo; y

4. statistical data on imports and exports by country of origin or destination of commodities which are the same as or like those imported under the agreement.

E. Procedures for Reconciliation and Adjustment of Accounts

The two Governments shall each establish appropriate procedures to facilitate the reconciliation of their respective records of the amounts financed with respect to the commodities delivered during each calendar year. The Commodity Credit Corporation of the exporting country and the Government of the importing country may make such adjustments in the credit accounts as they mutually decide are appropriate.

F. Definitions

For the purposes of this agreement:

1. delivery shall be deemed to have occurred as of the on-board date shown in the ocean bill of lading which has been signed or initialed on behalf of the carrier.

2. import shall be deemed to have occurred when the commodity has entered the country, and passed through customs, if any, of the importing country, and

3. utilization shall be deemed to have occurred when the commodity is sold to the trade within the importing country without restriction on its use within the country or otherwise distributed to the consumer within the country.

4. datos estadísticos sobre importaciones y exportaciones por país de origen o de destino de los productos que sean iguales o parecidos a los importados conforme al presente Convenio.

E. Procedimientos para la Conciliación y Ajuste de las Cuentas.

Los dos Gobiernos establecerán los procedimientos adecuados para facilitar la conciliación de sus respectivas cuentas de las cantidades financieras respecto a los productos entregados durante cada año calendario. La Commodity Credit Corporation del país exportador y el Gobierno del país importador podrán realizar los ajustes en las cuentas de crédito que mutuamente consideren sean apropiados.

F. Definiciones

Para los fines del presente Convenio:

1. Se considerará que la entrega (embarque) ha tenido lugar en la fecha de carga indicada en el conocimiento marítimo que haya sido suscrito o lleve las iniciales en favor del transportador.

2. Se considerará que la importación ha tenido lugar cuando el producto haya ingresado al país y haya pasado por la aduana, si la hubiere, del país importador, y

3. Se considerará que el uso ha tenido lugar cuando el producto haya sido vendido al comercio dentro del país importador, sin restricción en cuanto a su uso dentro del país o haya sido distribuido de otra forma al consumidor dentro del país.

G. Applicable Exchange Rate

For the purposes of this agreement, the applicable exchange rate for determining the amount of any local currency to be paid to the Government of the exporting country shall be a rate which is not less favorable to the Government of the exporting country than the highest of exchange rates legally obtainable in the importing country and which is not less favorable to the Government of the exporting country than the highest of exchange rates obtainable by any other nation.

With respect to local currency:

1. As long as a unitary exchange rate system is maintained by the Government of the importing country, the applicable exchange rate will be the rate at which the central monetary authority of the importing country, or its authorized agent, sells foreign exchange for local currency.

2. If a unitary rate system is not maintained, the applicable rate will be the rate (as mutually agreed by the two Governments) that fulfills the requirements of the first sentence of this section G.

H. Consultation

The two Governments shall, upon request of either of them, consult regarding any matter arising under this agreement, including the operation of arrangements carried out pursuant to this agreement.

I. Identification and Publicity

The Government of the importing country shall undertake such measures as may be mutually agreed prior to delivery for the identification of food commodities at points of distribution in the importing country, and for publicity as provided for in subsection 103 (1) of the Act.

G. Tipo de Cambio Aplicable

Para los fines del presente convenio, el tipo de cambio que se aplicará para determinar la cantidad de moneda nacional pagadera al Gobierno del país exportador será un tipo de cambio que no sea menos favorable al Gobierno del país exportador que el tipo más alto que pueda obtenerse legalmente en el país importador, y que no sea menos favorable al Gobierno del país exportador que el tipo más alto que pueda obtener cualquier otro país. En relación a la moneda nacional:

1. Siempre y cuando el Gobierno del país importador mantenga un sistema unitario de tipo de cambio, el tipo de cambio que se aplicará será el mismo que emplea la autoridad monetaria central del país importador, o su representante autorizado, para vender divisas por moneda nacional.

2. Si el Gobierno del país importador no mantiene un sistema unitario de tipo de cambio, el tipo de cambio que se aplicará será el que (según lo acuerden mutuamente ambos Gobiernos) cumpla con los requisitos de la primera parte de esta sección G.

H. Consultas

Los dos Gobiernos, a pedido de cualquiera de ellos, se consultarán acerca de cualquier asunto que surja del presente Convenio, inclusive la aplicación de arreglos que se lleven a cabo de conformidad con el mismo.

I. Identificación y Publicidad

El Gobierno del país importador tomará las medidas que mutuamente se hayan acordado antes de la entrega (embarque) para identificar el origen de los productos alimenticios en los lugares de distribución en el país importador y para darles la publicidad que dispone la subsección 103 (1) de la Ley.

PART II - ITEM I. Commodity Table:**PARTICULAR PROVISIONS**

Commodity: Wheat and/or Wheat flour

Supply Period: United States Fiscal Year 1968

Approximate Maximum Quantity: 104,000 Metric Tons

Maximum Export Market Value \$ 7,210
(In thousands)

Ocean transportation 1,910
(estimated in thousands) _____

TOTAL (in thousands) \$ 9,120

ITEM II.**Payment Terms:****Dollar Credit**

1. Initial Payment ~ 5 percent
2. Number of Installment Payments ~ 19
3. Amount of each Installment Payment -
Approximately equal annual amounts
4. Due Date of First Installment Payment -
Two years from date of last delivery in
each calendar year
5. Initial Interest Rate - 1 percent
6. Continuing Interest Rate - $2\frac{1}{2}$ percent

ITEM III.**Usual Marketing Table**

Commodity: Wheat and/or Wheat flour (grain
equivalent basis)

Import Period: January 1- June 30, 1968

Usual Marketing Requirement: 25,000 M.T.

PARTE II - ITEM I. Tabla de Productos:**DISPOSICIONES ESPECIALES**

Producto: Trigo y/o Harina de trigo

Período de abastecimiento: Estados Unidos Año
Fiscal 1968

Cantidad máxima aproximada: 104,000 T.M.

Valor máximo en el mercado de \$ 7,210:
exportación (En miles)

Transporte marítimo 1,910
(estimado en miles)

TOTAL (en miles) \$ 9,120

ITEM II.**Condiciones de Pago:**

Crédito en Dólares:

1. Pago inicial: 5 por ciento
2. Número de cuotas a pagarse : 19
3. Monto de cada cuota: aproximadamente sumas anuales iguales.
4. Fecha de vencimiento del primer pago: 2 años a partir de la fecha de la última entrega (embarque) en cada año calendario.
5. Tasa de interés inicial: 1 por ciento
6. Tasa de interés subsiguiente: $2\frac{1}{2}$ por ciento

ITEM III.**Tabla del Mercado Normal**

Producto: Trigo y/o harina de trigo (equivalente a grano)

Período de Importación: Enero 1 a Junio 30, 1968

Demandas normales del mercado: 25,000 T.M.

ITEM IV.

Export Limitations

A. The export limitation period shall begin with the effective date of the agreement and end on the final date on which said commodities financed under this agreement are being imported and utilized.

B. For the purposes of Part I, Article III A 3, of the agreement, the commodities considered to be the same as, or like, the commodities imported under this agreement are: foodgrains including wheat, wheat flour, corn, rice, and barley. For purposes of this agreement, quinua is not regarded as a same or like commodity.

C. Permissible Exports:

Commodity: Rice

Quantity: 10,000 MT

Period During Which Such Exports Are Permitted:
FY 1968, or such other period as commodities financed under this agreement are being imported or utilized.

ITEM V.

Self-Help Measures:

The Government of the importing country agrees to:

A. Continue the improvement of the administrative and technical competence of the Ministry of Agriculture including its auditing functions and its economic and marketing services;

ITEM IV.

Limitaciones en la Exportación

A. El período de limitación en la exportación comenzará en la fecha en que el Convenio se haga efectivo y terminará en la fecha final en la que los productos financiados bajo este Convenio sean importados y utilizados.

B. Para los propósitos de la parte I Artículo III A 3, del Convenio, los productos que se consideran iguales o parecidos a los productos importados bajo este Convenio son: granos alimenticios, incluso trigo, harina de trigo, maíz, arroz y cebada. Para los propósitos de este Convenio, la quinua no es considerada como producto igual o parecido.

C. Exportaciones permitidas:

Artículo: Arroz

Cantidad: 10,000 TM

Periodo durante el cual se permiten exportaciones: Año fiscal 1968 o cualquier otro periodo a medida que los artículos financiados bajo este acuerdo sean importados o utilizados

ITEM V.

Medidas de Auto-ayuda

El Gobierno del país importador conviene en lo siguiente:

A. Continuar mejorando la eficiencia administrativa y técnica del Ministerio de Agricultura, incluso en sus funciones auditadoras, servicios económicos y de mercadeo.

4. \$1 million equivalent for Rural and Urban School Development including teacher training, curriculum development and school construction on the basis of a study by Ohio State University to upgrade education in Bolivia;

5. \$1.5 million for the Government of Bolivia's contribution to the financing of major penetration

B. Maintain the budget for regular agricultural activities this year at least at the level of last year in order to continue to give priority to agricultural development;

C. Allocate United States dollar equivalents in local currency proceeds from this agreement with emphasis on the agricultural sector and in the following approximate amounts:

1. \$1.5 million equivalent to the Agricultural Bank and the Credit Union to expand resources available for loans to farmers and cooperatives for producing, marketing and storing priority crops;

2. \$1 million equivalent to strengthen priority food and commodity production and marketing programs for cereals, wheat, rice, wools, hairs, hides, fruits, potatoes, and quinua;

3. \$1 million equivalent to implement procedures as recommended by the Comite Interamericano de Desarrollo Agricola - University of Wisconsin Land Tenure Center and recently incorporated into law to complete the distribution by 1971 of clear land titles to campesinos still without title under the Agrarian Reform Program of 1952;

4. El equivalente de un millón de dólares para el programa de desarrollo de escuelas rurales y urbanas, incluso la capacitación de maestros, el mejoramiento de programas educativos y la construcción de escuelas a base del estudio preparado por la Universidad de Ohio para mejorar la educación en Bolivia.

5. Millón y medio de dólares como contribución del Gobierno de Bolivia para financiar la cons-

B. Mantener el presupuesto normal para las actividades agrícolas de este año, por lo menos al nivel del anterior a fin de continuar dando prioridad al desarrollo agrícola.

C. Asignar el equivalente de dólares americanos en moneda nacional proveniente de este Convenio, dando énfasis al sector agrícola, y aproximadamente en las siguientes cantidades:

1. El equivalente de millón y medio de dólares americanos para el Banco Agrícola y la Asociación de Crédito, destinados a ampliar los recursos disponibles para préstamos a los agricultores y cooperativas que producen, venden y reunen cosechas de prioridad.

2. El equivalente de 1 millón de dólares para vigorizar la producción de alimentos y productos alimenticios y los programas de compra-venta de cereales, trigo, arroz, lanas, cerdas, cueros, frutas, papas, y quinua.

3. El equivalente de un millón de dólares para implementar los procedimientos recomendados por el Comité Interamericano de Desarrollo Agrícola y el Land Tenure Center de la Universidad de Wisconsin, recientemente incorporados como ley para completar, hasta 1971, la distribución de títulos legales a los campesinos que aún no los poseen, bajo el programa de Reforma Agraria de 1952.

roads in accordance with Agency for International Development commitments to support the Inter-American Development Bank financed colonization program;

6. \$1 million equivalent to the Central Savings and Loan System to assist in meeting the critical housing deficit in urban and rural areas;

D. Develop substantive programs to encourage seed programs, improved breeds and veterinary services;

E. Identify additional priority commodities through an agricultural sector survey soon to be undertaken;

F. Increase its support of the rural community development program initiated in 1965 to promote democratic participation and self-help by campesinos to improve the social environmental and political effectiveness of the rural areas;

G. Strengthen systems of collection, computation and analysis of statistics to better measure the availability of agricultural inputs and progress in expanding production of agricultural commodities; and

H. Carry out such other measures as may be mutually agreed upon for the purposes specified in Section 109 (a) of the Act.

ITEM VI.

Economic Development Purposes for Which Proceeds Accruing to the Importing Country are to be Used:

For purposes specified in Item V and for other economic development purposes as may be mutually agreed upon.

trucción de los principales caminos de penetración, de acuerdo a los compromisos de USAID de respaldar los programas de Colonización financiados por el Banco Interamericano de Desarrollo.

6. El equivalente de un millón de dólares con destino a la Caja Central de Ahorro y Préstamos de Vivienda para ayudar a resolver el déficit crítico de vivienda en centros urbanos y rurales.

D. Desarrollar programas esenciales para mejorar el ganado, programas de semillas y los servicios veterinarios.

E. Identificar otros productos básicos mediante un estudio a realizarse próximamente en los distritos agrícolas.

F. Aumentar el respaldo al programa de desarrollo de las comunidades, iniciado en 1965, para fomentar la participación democrática y la auto-ayuda de los campesinos, a fin de mejorar su medio social mediante una política efectiva en los distritos rurales.

G. Fortalecer los sistemas de compilación, cómputo y análisis de datos estadísticos para evaluar la disponibilidad de la producción agrícola y el progreso en incrementarla.

H. Llevar a efecto otras medidas mutuamente convenidas para los propósitos especificados en la sección 109 (a) de la Ley.

ITEM VI.

Finalidades de Desarrollo Económico para las que se utilizarán los fondos acumulados por el país Importador:

Para las finalidades especificadas en el Item V y para otros propósitos de desarrollo económico mutuamente convenidos.

PART III

FINAL PROVISIONS

A. This Agreement may be terminated by either Government by notice of termination to the other Government. Such termination will not reduce any financial obligations the Government of the importing country has incurred as of the date of termination.

PARTE. III

DISPOSICIONES FINALES

A. El presente Convenio podrá darse por terminado por uno de los Gobiernos por medio de una nota al efecto enviada al otro Gobierno. Tal terminación no disminuirá cualquier obligación financiera relativa a este Convenio, en la que el Gobierno del país importador haya incurrido antes de la fecha de la terminación.

B. This agreement shall enter into force upon signature:

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

DONE at La Paz, in duplicate, this 16th day of January, 1968

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA

Douglas Henderson
Douglas Henderson

FOR THE GOVERNMENT OF BOLIVIA

W G
Walter Guevara Arze

J. Romero Loza
José Romero Loza
R. Pardo Rojas
Rolando Pardo Rojas

[SEAL]

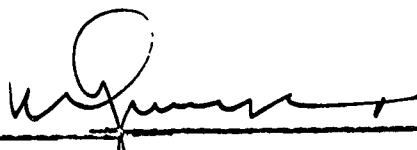
TIAS 6571

B. El presente Convenio entrará en vigor al firmarse.

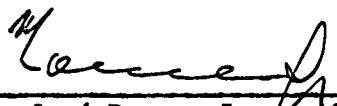
EN FE DE LO CUAL, los respectivos representantes, debidamente autorizados al efecto, firman el presente Convenio.

DADO en la ciudad de La Paz, en duplicado, el dia 16 de enero del año mil novecientos sesenta y ocho.

POR EL GOBIERNO DE BOLIVIA



Walter Guevara Arze



José Romero Loza



Rolando Pardo Rojas

POR EL GOBIERNO DE LOS ESTADOS UNIDOS DE AMERICA



Douglas Henderson

[SEAL]

DOLLAR CREDIT ANNEX TO THE AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF BOLIVIA FOR SALES OF AGRICULTURAL COMMODITIES

The following provisions apply with respect to the sales of commodities financed on dollar credit terms:

1. In addition to bearing the cost of ocean freight differential as provided in Part I, Article I F, of this agreement, the Government of the exporting country will finance on credit terms the balance of the costs for ocean transportation of those commodities that are required to be carried in United States flag vessels. The amount for ocean transportation (estimated) included in any commodity table specifying credit terms does not include the ocean freight differential to be borne by the Government of the exporting country and is only an estimate of the amount that will be necessary to cover the ocean transportation costs to be financed on credit terms by the Government of the exporting country. If this estimate is not sufficient to cover these costs, additional financing on credit terms shall be provided by the Government of the exporting country to cover them.

2. With respect to commodities delivered in each calendar year under this agreement, the principal of the credit (hereinafter referred to as principal) will consist of:

A. The dollar amount disbursed by the Government of the exporting country for the commodities (not including any ocean transportation costs) less any portion of the initial payment payable to the Government of the exporting country, and

ANEXO RELATIVO AL CONVENIO DE CREDITO EN DOLARES
DE LOS EE.UU. SUSCRITO ENTRE EL GOBIERNO DE LOS
ESTADOS UNIDOS DE AMERICA Y EL GOBIERNO DE BOLIVIA
PARA LA VENTA DE PRODUCTOS AGRICOLAS

Con respecto a la venta de productos financiados en términos de crédito en dólares de los EE.UU., se aplicarán las disposiciones siguientes:

1. Además de hacerse cargo de la diferencia de costo del transporte marítimo como se dispone en el inciso F. del Artículo I, Parte I del presente Convenio, el Gobierno del país exportador financiará, a crédito, el saldo de los fletes del transporte marítimo de los productos que se requiera transportar en barcos de bandera de los Estados Unidos. El importe del transporte marítimo (estimado) incluido en cualquier tabla de productos que especifique los términos de crédito no comprende la diferencia de costo del transporte marítimo a cargo del Gobierno del país exportador y es solamente un cálculo de la cantidad que será necesaria para sufragar los costos de transporte marítimo que serán financiados, a crédito, por el Gobierno del país exportador. Si la cantidad estimada no es suficiente para cubrir tales costos, el Gobierno del país exportador proporcionará financiamiento adicional, a crédito, para cubrirlas.

2. Con respecto a los productos entregados (embarcados) cada año calendario conforme al presente Convenio, el capital que abarca el crédito (de aquí en adelante denominado el capital) consistirá en lo siguiente:

A. La cantidad en dólares desembolsada por el Gobierno del país exportador por concepto de los productos (sin incluirse los costos de transporte marítimo), menos cualquier porción del pago inicial pagadero al Gobierno del país exportador, y

B. The ocean transportation costs financed by the Government of the exporting country in accordance with paragraph 1 of this annex (but not the ocean freight differential).

This principal shall be paid in accordance with the payment schedule in Part II of this agreement. The first installment payment shall be due and payable on the date specified in Part II of this agreement. Subsequent installment payments shall be due and payable at intervals of one year thereafter. Any payment of principal may be made prior to its due date.

C. Interest on the unpaid balance of the principal due the Government of the exporting country for commodities delivered in each calendar year under this agreement shall begin on the date of last delivery of these commodities in such calendar year. Interest shall be paid not later than the due date of each installment payment of principal, except that if the date of the first installment is more than a year after such date of last delivery, the first payment of interest shall be made not later than the anniversary date of such date of last delivery and thereafter payment of interest shall be made not later than the due date of each installment payment of principal. For the period from the date the interest begins to the due date for the first installment payment, the interest shall be computed at the initial interest rate specified in Part II of this agreement. Thereafter, the interest shall be computed at the continuing interest rate specified in Part II of this agreement.

B. Los costos del transporte marítimo financiados por el Gobierno del país exportador, de conformidad con el párrafo 1 del presente Anexo (sin incluir la diferencia de costo del transporte marítimo).

Este capital se pagará de acuerdo con las condiciones de pago señaladas en la Parte II del presente Convenio. El primer pago a plazos se vencerá en la fecha que se indica en la Parte II del presente Convenio. Los pagos a plazos subsiguientes se vencerán a intervalos de un año a partir de dicha fecha. Cualquier pago del capital podrá abonarse antes de la fecha de su vencimiento.

3. El interés sobre el saldo pendiente del capital adeudado al Gobierno del país exportador por los productos entregados en cada año calendario, conforme al presente Convenio, comenzará en la fecha de la última entrega (embarque) de tales productos en dicho año calendario. El interés se pagará no más tarde de la fecha de vencimiento de cada pago a plazos de capital, excepto cuando la fecha del primer pago a plazos fuere más de un año posterior a la fecha de la última entrega (embarque), el primer pago de intereses se hará no más tarde de un año después de la fecha de la última entrega (embarque), y de ahí en adelante, el pago de los intereses se hará no más tarde de la fecha de vencimiento de cada pago a plazos del capital. Para el periodo desde la fecha en que el interés comience hasta la fecha de vencimiento del primer pago a plazos, el interés se computará a la tasa inicial especificada en la Parte II del presente Convenio. De ahí en adelante, el interés se computará de acuerdo a la tasa subsiguiente, especificada en la Parte II del presente Convenio.

4. The Government of the importing country shall deposit the proceeds accruing to it from the sale of commodities financed under this agreement (upon the sale of the commodities within the importing country) in a special account in its name that will be used for the sole purpose of holding the proceeds covered by this paragraph. Withdrawals from this account shall be made for the economic development purposes specified in Part II of this agreement in accordance with procedures mutually satisfactory to the two Governments. The total amount deposited under this paragraph shall not be less than the local currency equivalent of the dollar disbursement by the Government of the exporting country in connection with the financing of the commodities including the related ocean transportation costs other than the ocean freight differential. The exchange rate to be used in calculating this local currency equivalent shall be the rate at which the central monetary authority of the importing country, or its authorized agent, sells foreign exchange for local currency in connection with the commercial import of the same commodities. Any such accrued proceeds that are loaned by the Government of the importing country to private or nongovernmental organizations shall be loaned at rates of interest approximately equivalent to those charged for comparable loans in the importing country. The Government of the importing country shall furnish, in such form and at such times as may be requested by the Government of the exporting country, but not less frequently than on an annual basis, reports containing relevant information concerning the accumulation and use of these proceeds, including information concerning the programs for which these proceeds are used, and, when the proceeds are used for loans, the prevailing rate of interest for comparable loans in the importing country.

4. El Gobierno del país importador depositará los ingresos devengados por concepto de la venta de productos financiados bajo el presente Convenio (al venderse en el país importador) en una cuenta especial a su nombre que se empleará con el propósito de retener únicamente los ingresos a los que se alude en este párrafo. Los retiros de fondos de esta cuenta se harán para los fines de desarrollo económico especificados en la Parte II del presente Convenio, de conformidad con procedimientos mutuamente satisfactorios para los dos Gobiernos. La cantidad total depositada conforme a este párrafo no será menor al equivalente, en moneda nacional, del desembolso en dólares por el Gobierno del país exportador en relación con el financiamiento de los productos, inclusive los costos de transporte marítimo de los mismos, que no sean la diferencia de costo del transporte marítimo. El tipo de cambio que se aplicará para computar este equivalente en moneda nacional será el mismo que emplea la autoridad central monetaria del país importador, o su agente autorizado, para vender divisas por moneda nacional en relación con la importación comercial de los mismos productos. Cualquier parte de tales ingresos devengados que el Gobierno del país importador conceda en préstamos a organizaciones particulares o no gubernamentales, se presentará a una tasa de interés aproximadamente igual a la que se cobra por préstamos de la misma naturaleza en el país importador. El Gobierno del país importador proporcionará, en la forma y en las oportunidades en que lo solicite el Gobierno del país exportador, pero con una frecuencia no inferior a la anual, informes que contengan datos pertinentes a la acumulación y al uso de estos ingresos, inclusive información relativa a los programas para los cuales se usan estos ingresos y, cuando los ingresos se usen para préstamos, la tasa de interés que prevalezca en el país importador para préstamos similares.

5. The computation of the initial payment under Part I, Article II, A of this agreement and all computations of principal and interest under numbered paragraphs 2 and 3 of this annex shall be made in United States dollars.

6. All payments shall be in United States dollars or, if the Government of the exporting country so elects.

a. The payments shall be made in local currency at the applicable exchange rate specified in Part I, Article III, G of this agreement in effect on the date of payment and shall, at the option of the Government of the exporting country, be converted to United States dollars at the same rate, or used by the Government of the exporting country for payment of its obligations in the importing country, or

b. The payments shall be made in readily convertible currencies of third countries at a mutually agreed rate of exchange and shall be used by the Government of the exporting country for payment of its obligations.

5. El cómputo del pago inicial de conformidad con el inciso A del Artículo II, Parte I de este Convenio y todos los cómputos de capital e intereses de conformidad con los párrafos números 2 y 3 de este anexo, se harán en dólares de los Estados Unidos.

6. Todos los pagos se harán en dólares de Estados Unidos, a menos que el Gobierno del país exportador optare por las siguientes alternativas:

- a. Los pagos se harán en moneda nacional al tipo de cambio aplicable que se especifica en el inciso G. del Artículo III Parte I de este convenio, en vigor en la fecha del pago y, a opción del Gobierno del país exportador, serán convertidos en dólares de los Estados Unidos al mismo tipo de cambio, o usados por el Gobierno del país exportador para el pago de sus obligaciones en el país importador, o
- b. Los pagos se harán en monedas de fácil conversión de terceros países a un tipo de cambio mutuamente convenido y serán usados por el Gobierno del país exportador para el pago de sus obligaciones.

NICARAGUA

Investment Guaranties

*Agreement effected by exchange of notes
Signed at Managua May 9, 1966;
Entered into force September 21, 1968.*

*The American Ambassador to the Minister of Foreign Relations of
Nicaragua*

No. 121

MANAGUA, May 9, 1966.

EXCELLENCY:

I have the honor to refer to the investment guaranties which the Government of the United States of America offers to facilitate and increase private investment in activities approved by the Government of Nicaragua.

2. The Foreign Assistance Act of 1961 [¹] which was promulgated in the United States of America authorized guaranties against loss from revolution or insurrection to supplement the existing type of guaranty against loss from war. The Foreign Assistance Act of 1961 also authorized extended risk guaranties covering loss from any risk other than fraud, misconduct, or risks such as fire or theft which are normally covered by commercial insurance.

3. As a result of our recent discussions on this subject, my Government understands that the Government of the Republic of Nicaragua agrees that the new types of investment guaranties authorized by the Foreign Assistance Act of 1961 may be issued covering investments in projects which have been approved by the Government of the Republic of Nicaragua, after governmental consultations if those are requested by either government, and with respect to which guaranties of the types contemplated in section 413(b) (4) of the Mutual Security Act of 1954, [²] as amended, have been issued or are then being considered.

4. It is understood that the Government of the United States of America will not issue any guaranty in connection with any project unless the project has been approved by the Government of the Republic of Nicaragua.

5. When the Government of the United States of America pays compensation to an investor in Nicaragua in accordance with any of

¹ 75 Stat. 424, 719; 22 U.S.C. § 2151 note.
² 68 Stat. 847; 22 U.S.C. § 1933(b)(4).

the types of investment guarantees contemplated in the Foreign Assistance Act of 1961, the following will apply:

a) The Government of the Republic of Nicaragua will recognize the transfer to the Government of the United States of America of any right, title or interest of the guaranteed investor in the goods, money, credits or other property on account of which the compensation was paid and the subrogation of the Government of the United States of America to any claim or cause of action or right of said investor arising from the foregoing.

b) Amounts in cordobas acquired by the Government of the United States of America in accordance with said guarantees will receive treatment no less favorable than that granted to private funds arising from transactions of nationals of the United States which are comparable to the transactions covered by such guarantees, and such cordoba amounts shall be freely available to the Government of the United States of America for administrative expenses.

6. It is understood that the Government of the United States of America will have no greater rights with respect to property or claims transferred in accordance with paragraphs (a) and (b) above than those previously held by the guaranteed investor; and it is further understood if the laws of the Republic of Nicaragua prevent the acquisition, in whole or in part, of any interest in any property within Nicaragua by a foreign government, the Government of the Republic of Nicaragua will permit the guaranteed investor and the Government of the United States of America to make appropriate arrangements so that such an interest may be transferred to an entity permitted to own it under the laws of Nicaragua.

7. It is understood that the procedures for intergovernmental negotiation and arbitration provided in the Agreement of April 14, 1959 [1] are not available for claims arising from the new types of guarantees, such as, against loss from revolution, insurrection or any other risks, including normal business risks, which are authorized by the Foreign Assistance Act of 1961.

8. Every claim against the Government of the Republic of Nicaragua to which the Government of the United States of America may become subrogated as provided in paragraph 5(b) or because of expropriation from which a question of public international law has arisen shall be the subject of direct negotiations between the two Governments. If within a reasonable period the claim cannot be settled by mutual agreement, it shall be referred for final and binding settlement to a single arbitrator selected by mutual consent. If the Governments are unable within a period of three months to reach agreement on this selection, the arbitrator shall be one designated by the president of the Inter-American Development Bank upon request of either of the two Governments, except when the latter is a national of Nicaragua or of the United States of America, the selection will be

¹ TIAS 4222; 10 UST 846.

made by the president of the International Court of Justice. The two Governments can, only in case of mutual agreement, refer to arbitration other questions of public international law arising from guaranteed investments.

9. This agreement can be terminated by either of the parties when they so desire. Termination shall take effect one hundred eighty (180) days after notice of termination. The provisions of the agreement with respect to guarantees issued while the agreement was in force shall be valid for the duration of those guarantees, but in no case shall their duration be greater than twenty (20) years after notice of termination.

10. Upon receipt of a note from Your Excellency indicating that the foregoing is acceptable to the Government of the Republic of Nicaragua, the Government of the United States of America will consider that this note and Your reply constitute an Agreement between our two Governments which will enter into force [¹] on the date of a further note from Your Excellency stating that this Agreement has been approved in accordance with the constitutional procedures of the Republic of Nicaragua.

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

AARON S. BROWN

His Excellency
Señor Doctor Don ALFONSO ORTEGA URBINA,
Minister of Foreign Relations,
Managua.

*The Minister of Foreign Relations of Nicaragua to the
American Ambassador*

REPUBLICA DE NICARAGUA
AMERICA CENTRAL
MINISTERIO
DE
RELACIONES EXTERIORES

SECRETARIA GENERAL
SECCION DIPLOMATICA
MS. No. 039

MANAGUA, D.N., 9 de Mayo de 1966.

SEÑOR EMBAJADOR:

Tengo el honor de avisar a Vuestra Excelencia recibo de su atenta Nota No. 121 fechada el día de hoy, por medio de la cual propone la celebración de un Acuerdo sobre garantías de inversión confirmando los términos a que se llegó como resultado de nuestras negociaciones, así:

¹ Sept. 21, 1968.

"Tengo el honor de referirme a las garantías de inversión que el Gobierno de los Estados Unidos de América ofrece para facilitar e incrementar la inversión de capital privado en actividades aprobadas por el Gobierno de Nicaragua.

2. La Ley de Ayuda Exterior de 1961 fué promulgada en los Estados Unidos de América autorizando garantías contra pérdidas causadas por revolución o insurrección a fin de complementar la ya existente contra pérdidas por causa de guerra. La Ley de Ayuda Exterior de 1961 también autoriza extender garantías para cubrir pérdidas por cualquier riesgo que no sea fraude, mala conducta, o riesgos tales como fuego o robo que son normalmente cubiertos por seguros comerciales.

3. Como resultado de nuestras recientes discusiones sobre este tema, mi Gobierno entiende que el Gobierno de Nicaragua está de acuerdo para que estos nuevos tipos de garantías a inversiones, autorizadas por la Ley de Ayuda Exterior de 1961, puedan ser extendidas a inversiones en proyectos que hayan sido aprobados por el Gobierno de la República de Nicaragua, después de previas consultas entre los Gobiernos si ellas son solicitadas por cualquiera de ellos, y respecto a las cuales se hubieran concedido o se encontraren en estudio las garantías de tipos previstos en la sección 413 (b) (4) de la Ley de Seguridades Mútua de 1954, enmendada.

4. Se entiende que el Gobierno de los Estados Unidos de América no otorgará garantía alguna respecto a ningún proyecto a menos que éste haya sido aprobado por el Gobierno de la República de Nicaragua.

5. Cuando el Gobierno de los Estados Unidos de América pague sumas de dinero a un inversionista en Nicaragua de conformidad con cualquiera de los tipos de inversión contempladas en la Ley de Ayuda Exterior de 1961, se aplicará lo siguiente:

a. El Gobierno de la República de Nicaragua reconocerá la transferencia al Gobierno de los Estados Unidos de América de cualquier derecho, título o interés del inversionista garantizado, en los bienes, dinero, créditos u otra propiedad por cuyo concepto se efectúa dicho pago y a la subrogación en favor del Gobierno de los Estados Unidos de América de cualquier reclamación o causa de acción o derecho de dicho inversionista proveniente de los mismos.

b. Que las sumas en córdobas adquiridas por el Gobierno de los Estados Unidos de América de conformidad con dichas garantías recibirán un tratamiento no menos favorable que el que se otorga a fondos privados provenientes de transacciones de nacionales de los Estados Unidos comparables a transacciones protegidas por dichas garantías, y que dichas sumas en córdobas estarán libremente a la disposición del Gobierno de los Estados Unidos de América para gastos administrativos.

6. Se entiende que el Gobierno de los Estados Unidos de América no tendrá en los casos descritos en los párrafos anteriores (a) y (b)

mayores derechos con respecto a las dichas propiedades o reclamos transferidos que los que tenía anteriormente el inversionista garantizado; y es asimismo entendido que si las leyes de la República de Nicaragua parcial o totalmente prohíben la adquisición de algún interés en propiedades dentro de su territorio nacional por un Gobierno extranjero, el Gobierno de la República de Nicaragua permitirá al inversionista garantizado y al Gobierno de los Estados Unidos de América hacer los arreglos apropiados a fin de que tales intereses sean traspasados a una entidad que le sea permitido poseer tales intereses bajo las leyes de Nicaragua.

7. Es entendido que los procedimientos para la negociación intergubernamental y el arbitraje, previstos en el Acuerdo del 14 de Abril de 1959, no son aplicables a reclamaciones que emanen de los nuevos tipos de garantías, tales como pérdidas causadas por revolución o insurrección, ó cualquier otro riesgo incluyendo riesgos normales de negocios que contempla la Ley de Ayuda Exterior de 1961.

8. Toda reclamación contra el Gobierno de la República de Nicaragua que pudiera subrogarse a favor del Gobierno de los Estados Unidos de América por causas previstas en el párrafo b) numeral 5 o por expropiación, de la cual surgieran cuestiones de Derecho Internacional Público, será objeto de negociaciones directas entre los dos Gobiernos. Si dentro de un período razonable no pudieran ajustar la reclamación mediante acuerdo, ésta se trasladará para su solución final y obligatoria a un árbitro único seleccionado por consentimiento mútuo. Si los Gobiernos no pudieran, dentro de un período de tres meses ponerse de acuerdo sobre dicha selección, el árbitro será el que fuera designado por el Presidente del Banco Interamericano de Desarrollo a petición de cualquiera de los dos Gobiernos salvo que éste fuera nacional de Nicaragua o de los Estados Unidos de América, en cuyo caso será el que sea designado por el Presidente de la Corte Internacional de Justicia. Los dos Gobiernos podrán solamente por mútuo acuerdo someter a arbitraje otros asuntos de Derecho Internacional Público que puedan surgir por garantía de inversiones.

9. Este Acuerdo podrá ser denunciado por cualquiera de las Partes cuando así lo deseen. La denuncia surtirá efecto ciento ochenta (180) días después de su notificación. Las disposiciones del Acuerdo respecto a garantías extendidas mientras el Acuerdo estaba en vigencia serán válidas por el término de esas garantías, pero en ningún caso este término será mayor de veinte (20) años después de la denuncia.

10. Al recibo de una nota de Vuestra Excelencia indicando que las cláusulas anteriores son aceptables por el Gobierno de la República de Nicaragua, el Gobierno de los Estados Unidos de América considerará que esta nota y su respuesta constituyen un acuerdo entre nuestros dos Gobiernos, el cual entrará en vigor en la fecha de una nueva nota de Vuestra Excelencia declarando que este acuerdo ha sido aprobado de conformidad con los procedimientos constitucionales de la República de Nicaragua."

En respuesta me es grato comunicar a Vuestra Excelencia que mi Gobierno acepta el Acuerdo en los términos propuestos en vuestra comunicación que se deja trascrita, constituyendo la nota de Vuestra Excelencia y la presente nota un Acuerdo entre nuestros respectivos Gobiernos, el cual entrará en vigor en la fecha en que comunique a Vuestra Excelencia que este Acuerdo ha sido aprobada de conformidad con los procedimientos constitucionales de la República de Nicaragua.

Aprovecho la oportunidad para reiterar a Vuestra Excelencia las seguridades de mi más alta consideración,

ALFONSO ORTEGA

Excelentísimo Señor

AARON S. BROWN,

*Embajador Extraordinario y Plenipotenciario
de los Estados Unidos de América,
Managua, D.N.*

Translation

REPUBLIC OF NICARAGUA
CENTRAL AMERICA
MINISTRY OF FOREIGN RELATIONS

SECRETARIAT GENERAL
DIPLOMATIC SECTION

MS No. 039

MANAGUA, D.N., May 9, 1966

MR. AMBASSADOR:

I have the honor to acknowledge the receipt of Your Excellency's note No. 121, dated today, in which you propose the conclusion of an agreement on investment guarantees and confirm the terms arrived at as a result of our negotiations, as follows:

[For the English language text of the note, see p. 6192.]

In reply, I am happy to inform Your Excellency that my Government accepts the agreement in the terms proposed in your communication quoted above. Accordingly, Your Excellency's note and the present note constitute an agreement between our respective Governments, which will enter into force on the date when Your Excellency is informed that this Agreement has been approved in conformity with the constitutional procedures of the Republic of Nicaragua.

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

ALFONSO ORTEGA

His Excellency

AARON S. BROWN,

*Ambassador Extraordinary and Plenipotentiary
of the United States of America,
Managua, D.N.*

BOLIVIA

Agricultural Commodities

*Agreement signed at La Paz January 16, 1968;
Entered into force January 16, 1968.*

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

The Government of the United States of America and the Government of Bolivia, as a supplement to the agreement for sales of agricultural commodities between the two governments signed January 16th, 1968^[1] have agreed to the sales of commodities specified below. This supplementary agreement shall consist of the Preamble, Parts I and III, and the Dollar Credit Annex of the agreement signed January 16th, 1968 together with the following Part II:

PART II

PARTICULAR PROVISIONS

ITEM I

Commodity Table:

Commodity: Wheat and/or wheat flour

Supply Period: 1968
(United States fiscal year)

Approximate Maximum Quantity: 10,000
(Metric Tons)

Maximum Export Market Value: \$690
(in thousands)

Ocean transportation: \$190
(estimated in thousands)

TOTAL \$880
(in thousands)

¹ TIAS 6571; *ante*, p. 6153.

ACUERDO SUPLEMENTARIO ENTRE EL GOBIERNO DE LOS ESTADOS UNIDOS DE AMERICA Y EL GOBIERNO DE BOLIVIA PARA LA VENTA DE PRODUCTOS AGRICOLAS

El Gobierno de los Estados Unidos de América y el Gobierno de Bolivia como suplemento al acuerdo de ventas de productos agricolas entre los dos Gobiernos firmado el 16 de enero de 1968, han convenido en la venta de los productos especificados a continuación. Este acuerdo suplementario consistirá del Preambulo, Parte I y III, y el Anexo de Credito en dólares del convenio firmado el 16 de enero de 1968, conjuntamente con la Parte Segunda que se detalla a continuación:

PARTE II
PROVISIONES ESPECIALES

ITEM I

Tabla de Productos:

Producto: Trigo y/o Harina de trigo

Periodo de Abastecimiento: 1968
(año fiscal USA)

Cantidad Máxima Aproximada: 10,000
(Toneladas Metricas)

Valor máximo en el mercado de exportación: \$690
(en miles)

Transporte marítimo: \$190
(estimado en miles)

TOTAL \$880
(en miles)

ITEM II

Payment Terms:

Dollar Credit:

1. Initial payment: 5 percent
2. Number of installment payments: 19
3. Amount of each installment payment: approximately equal annual amounts
4. Due date of first installment payment: two years from date of last delivery in each calendar year
5. Initial interest rate: 2 percent
6. Continuing interest rate: $2 \frac{1}{2}$ percent

ITEM III

Usual Marketing Table

Commodity: Wheat and/or wheat flour
(grain equivalent basis)

Import Period: January 1 - June 30, 1968

Usual Marketing Requirement: 25,000 Metric Tons

ITEM IV

Export Limitations

- A. The export limitation period shall begin on the effective date of the agreement and end on the final date on which said commodities financed under this agreement are being imported or utilized, whichever is the later.

ITEM II

Condiciones de Pago:

Credito en Dólares:

1. Pago Inicial: 5 por ciento
2. Número de cuotas a pagarse: 19
3. Monto de cada cuota: aproximadamente sumas anuales iguales
4. Fecha de vencimiento del primer pago: 2 años a partir de la fecha de la última entrega en cada año calendario
5. Tasa de interés inicial: 2 por ciento
6. Tasa de interés subsiguiente: $2 \frac{1}{2}$ por ciento

ITEM III

Tabla del Mercado Normal

Producto: Trigo y/o harina de trigo
(equivalente a grano)

Periodo de Importacion: Enero 1 a junio 30, 1968

Demanda normal del mercado: 25,000 Toneladas Metricas

ITEM IV

Limitaciones en la Exportación

- A. El periodo de limitación en las exportaciones comenzará en la fecha en que se ponga en vigencia el acuerdo y terminará en la fecha final en la cual los productos financiados bajo este acuerdo se hayan importado o utilizado, segun sea el caso.

B. For the purposes of Part I, Article III A 3, of the agreement, the commodities considered to be the same as, or like, the commodities imported under this agreement are: foodgrains including wheat, wheat flour, corn, rice, and barley. For purposes of this agreement, quinua is not regarded as a same or like commodity.

C. Permissible Exports:

Commodity: Rice

Quantity: 10,000 MT

Period During Which Such Exports Are Permitted:
FY 1968, or such other period as commodities financed under this agreement are being imported or utilized.

ITEM V

Self-Help Measures

In addition to the self-help measures described in the above-mentioned agreement signed on January 16, 1968, the Government of the import-ing country is undertaking the following:

1. Execution by the Corporacion Minera de Bolivia (hereinafter referred to as COMIBOL) of programs to improve living and working conditions in the mines utilizing COMIBOL's own private resources as well as other re-sources available to COMIBOL. These programs will include, but are not limited to, better hous-ing, improved health facilities, and improved educational opportunities in the mining areas.

B. Para los propósitos de la parte I Artículo III A 3, del Convenio, los productos que se consideran iguales o parecidos a los productos importados bajo este Convenio son: granos alimenticios, incluso trigo, harina de trigo, maiz, arroz y cebada. Para los propósitos de este Convenio, la quinua no es considerada como producto igual o parecido.

C. Exportaciones permitidas:

Articulo: Arroz

Cantidad: 10,000 TM

Periodo durante el cual se permiten exportaciones: Año fiscal 1968 o cualquier otro periodo a medida que los artículos financiados bajo este acuerdo sean importados o utilizados

ITEM V

Medidas de Auto-Ayuda

Además de las medidas de auto-ayuda descritas en el acuerdo citado firmado el 16 de enero de 1968, el Gobierno del país importador hará lo siguiente:

1. Ejecución por parte de la Corporación Minera de Bolivia (que en adelante se llamará COMIBOL) de programas destinados a mejorar las condiciones de vida y trabajo en las minas utilizando sus recursos propios así como otros recursos que COMIBOL, tenga disponibles. Estos programas incluirán, pero sin limitarse a ellas, a mejorar la vivienda, ofrecer facilidades sanitarias y proveer mejores oportunidades educativas en los distritos mineros.

2. Reduction by COMIBOL of the total number of personnel on its payroll by at least the number of employees whose retirement benefits can be financed by funds generated under this agreement. To this end, agreement by COMIBOL to establish a new net ceiling of total permissible employees representing the number of employees on COMIBOL's payroll as of November 30, 1967, (22,601), less the number of employees whose dismissal is financed by the funds made available under this agreement.

3. Expedited application of the terms and conditions of the third phase agreement of the Triangular Plan established by the Memorandum of Understanding between the United States of America, the Federal Republic of Germany and the Inter-American Development Bank of June 9, 1961, as supplemented^[1], with particular emphasis on exploration, technical assistance, metallurgical development and cost reduction if recommended by the Triangular Plan partners.

ITEM VI

Economic Development Purposes for which
Proceeds Accruing to Importing Country
are to be Used:

For purposes specified in Item V and for other economic development purposes as may be mutually agreed upon.

¹ Not printed.

2. Disminución por parte de COMIBOL del número total de personal en planilla por lo menos correspondiente al número de empleados cuyos beneficios de retiro pueden ser financiados por fondos generados bajo este Acuerdo. Para esta finalidad, un acuerdo establecerá un nuevo límite de posibles empleados, que representará el número de empleados en las planillas de COMIBOL al 30 de noviembre de 1967 (22.601), menos el número de empleados cuyo retiro esté financiado por los fondos disponibles bajo este Acuerdo.

3. Aplicación expeditiva de los términos y condiciones de la tercera fase del Convenio del Plan Triangular establecido por el Memorandum de Entendimiento entre los Estados Unidos de América, la República Federal de Alemania y el Banco Interamericano de Desarrollo, de fecha 9 de Junio, 1961, complementado, dando especial énfasis a la explotación, asistencia técnica, desarrollo metalúrgico y reducción en costos, si así lo recomiendan los miembros del Plan Triangular.

ITEM VI

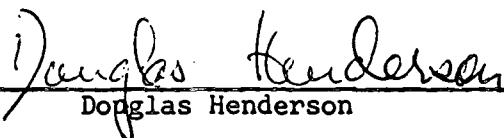
Propósitos de Desarrollo Económico para
los cuales se Utilizará el Importe de
Ventas del País Importador:

Para los propósitos especificados en el Item V y otros propósitos de desarrollo económico que se hayan acordado.

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

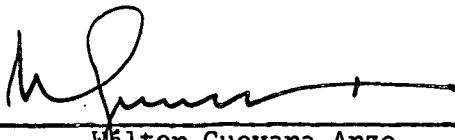
DONE at La Paz, in duplicate, this 16th day of January, 1968.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA:



Douglas Henderson

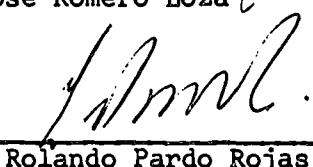
FOR THE GOVERNMENT OF BOLIVIA:



Walter Guevara Arze



José Romero Loza



Rolando Pardo Rojas

[SEAL]

[SEAL]

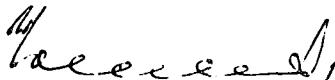
EN FE DE LO CUAL, los respectivos representantes,
debidamente autorizados al efecto, han firmado el
presente Acuerdo.

HECHO en La Paz, en duplicado, el día 16 de Enero
del año mil novecientos sesenta y ocho.

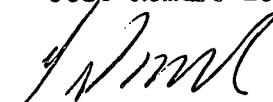
POR EL GOBIERNO DE BOLIVIA:



Walter Guevara Arze



José Romero Loza



Rolando Pardo Rojas

POR EL GOBIERNO DE LOS ESTADOS UNIDOS DE
AMERICA



Douglas Henderson

SWITZERLAND

Termination of Trade Agreement of January 9, 1936, and Related Agreements

*Agreement effected by exchange of notes
Signed at Washington October 28, 1968;
Entered into force October 28, 1968.*

The Secretary of State to the Ambassador of Switzerland

OCTOBER 28, 1968

EXCELLENCY:

I have the honor to refer to conversations which have been held between representatives of the United States of America and the Swiss Confederation regarding the rights of each Government in the schedules of the other Government annexed to the General Agreement on Tariffs and Trade (GATT), [1] to which both the United States and Switzerland are contracting parties, and regarding termination of the bilateral trade agreement between the two countries. The trade relations between the United States and Switzerland are now fully covered by the provisions of the GATT and of agreements supplementary thereto.

I propose that the bilateral trade agreement between the United States and Switzerland of January 9, 1936 (49 Stat. (pt. 2) 3918: EAS 90), together with the following agreements which supplement or otherwise affect it, shall terminate at the close of December 31, 1968:

the declaration accompanying that agreement relating to the suppression of watch smuggling (49 Stat. (pt. 2) 3954 EAS 90),
the exchange of notes of September 19, October 4, November 5,
and November 14, 1940 relating to handkerchiefs (54 Stat. (pt.
2) 2464; EAS 193),

the exchange of notes of October 13, 1950 adding an "escape clause"
to the agreement (2 UST (pt. 1) 453; TIAS 2188),

the supplementary agreement of June 8, 1955 regarding concessions
compensatory for the United States escape clause action with
respect to watches (6 UST (pt. 3) 2845; TIAS 3328),

the exchange of notes of December 30, 1959 providing new nomenclature
for Swiss concessions (10 UST (pt. 2) 2087; TIAS 4379),

¹ TIAS 1700; 61 Stat., pt. 5 and 6.

the exchange of notes of March 29, 1960 regarding continued operation of the bilateral agreement following Swiss participation in the GATT (11 UST (pt. 1) 284; TIAS 4447),
 the exchange of notes of January 18, December 20 and 28, 1962 relating to the modification of certain Swiss concessions (13 UST (pt. 3) 3890; TIAS 5264),
 the exchange of notes of July 10 and 11, 1963 relating to the effectiveness of the Tariff Schedules of the United States (14 UST (pt. 1) 1036; TIAS 5400).

If the foregoing is acceptable to your Government, I have the honor to propose that the present note and your note in reply concurring therein shall constitute an agreement between our two Governments.

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

For the Secretary of State:

JOSEPH A. GREENWALD

His Excellency

FELIX SCHNYDER,

Ambassador of Switzerland.

The Ambassador of Switzerland to the Secretary of State

AMBASSADE DE SUISSE

WASHINGTON, D.C.

Le 28 octobre 1968

MONSIEUR LE SECRÉTAIRE D'ETAT,

J'ai l'honneur de me référer à votre note du 28 octobre 1968, du contenu suivant:

"I have the honor to refer to conversations which have been held between representatives of the United States of America and the Swiss Confederation regarding the rights of each Government in the schedules of the other Government annexed to the General Agreement on Tariffs and Trade (GATT), to which both the United States and Switzerland are contracting parties, and regarding termination of the bilateral trade agreement between the two countries. The trade relations between the United States and Switzerland are now fully covered by the provisions of the GATT and of agreements supplementary thereto.

I propose that the bilateral trade agreement between the United States and Switzerland of January 9, 1936 (49 Stat. (pt. 2) 3918;

EAS 90), together with the following agreements which supplement or otherwise affect it, shall terminate at the close of December 31, 1968:

- the declaration accompanying that agreement relating to the suppression of watch smuggling (49 Stat. (pt. 2) 3954; EAS 90), the exchange of notes of September 19, October 4 and November 5 and 14, 1940, relating to handkerchiefs (54 Stat. (pt. 2) 2464; EAS 193),
- the exchange of notes of October 13, 1950, adding an "escape clause" to the agreement (2 UST (pt. 1) 453; TIAS 2188),
- the supplementary agreement of June 8, 1955, regarding concessions compensatory for the United States escape clause action with respect to watches (6 UST (pt. 3) 2845; TIAS 3328),
- the exchange of notes of December 30, 1959, providing new nomenclature for Swiss concessions (10 UST (pt. 2) 2087; TIAS 4379)
- the exchange of notes of March 29, 1960, regarding continued operation of the bilateral agreement following Swiss participation in the GATT (11 UST (pt. 1) 284; TIAS 4447),
- the exchange of notes of January 18 and December 20 and 28, 1962, relating to the modification of certain Swiss concessions (13 UST (pt. 3) 3890; TIAS 5264), and
- the exchange of notes of July 10 and 11, 1963, relating to the effectiveness of the Tariff Schedules of the United States (14 UST (pt. 1) 1036; TIAS 5400).

If the foregoing is acceptable to your Government, I have the honor to propose that the present note and your note in reply concurring therein shall constitute an agreement between our two Governments."

J'ai l'honneur de déclarer que le gouvernement suisse accepte les dispositions ci-dessus, et je vous confirme que votre note du 28 octobre 1968 et la présente réponse de ma part constituent un accord entre nos deux gouvernements.

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

FELIX SCHNYDER

Felix Schnyder
Ambassadeur de Suisse

Son Excellence
Monsieur DEAN RUSK
Secrétaire d'Etat
Washington, D.C.

Translation

EMBASSY OF SWITZERLAND
WASHINGTON, D.C.
October 28, 1968

MR. SECRETARY OF STATE:

I have the honor to refer to your note of October 28, 1968, which reads as follows:

[For the English language text, *see p. 6211.*]

I have the honor to state that the Swiss Government accepts the foregoing terms, and I confirm the fact that your note of October 28, 1968 and this reply from me constitute an agreement between our two Governments.

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

FELIX SCHNYDER
Felix Schnyder
Ambassador of Switzerland

His Excellency

DEAN RUSK,

*Secretary of State,
Washington, D.C.*

MULTILATERAL

Aviation: Joint Financing of Certain Air Navigation Services in Greenland and the Faroe Islands

*Agreement amending the agreement done at Geneva September 25,
1956, as amended.*

*Adopted by the Council of the International Civil Aviation
Organization, Montreal, April 18, 1967;
Entered into force April 18, 1967.*

ORGANISATION DE L'AVIATION
CIVILE INTERNATIONALE

ORGANIZACIÓN DE AVIACIÓN
CIVIL INTERNACIONAL

ICAO—OACI

INTERNATIONAL CIVIL AVIATION ORGANIZATION

INTERNATIONAL AVIATION BUILDING
1080 UNIVERSITY STREET
MONTREAL 3, P.Q., CANADA

WHEN REPLYING, PLEASE QUOTE:

RÉFÉRENCE À RAPPELER DANS LA RÉPONSE:

INDÍQUESE EN LA RESPUESTA ESTA REFERENCIA:

EC 8/66.5 - 67/69

Subject: Increase in the Article V ceiling of the 1956 Danish
Joint Financing Agreement

Action Required: None – for information

26 APRIL 1967

The Secretary General of the International Civil Aviation Organization presents his compliments and has the honour to state that unanimous consent of the Contracting Governments having been obtained, the President of the Council, on 18 April 1967 acting under delegated authority from the Council, increased the limit in Article V of the Agreement on the Joint Financing of certain Air Navigation Services in Greenland and the Faroe Islands [¹] (Doc 7726-JS/563) to US\$2,781,000, the limit to apply to Denmark's actual costs under the Agreement commencing with the calendar year 1967 (cf. C-WP/4572). [²]

THE REPRESENTATIVE OF THE UNITED STATES
OF AMERICA ON THE COUNCIL OF ICAO
International Aviation Building
Montreal

¹ TIAS 4049, 5343; 9 UST 798; 14 UST 470.

² Not printed.

MAURITIUS

Aviation: Facilities at Plaisance Airfield in Connection With the Apollo Project

*Agreement, with agreed minute, signed at Port Louis September 3,
1968;
Entered into force September 3, 1968.*

AGREEMENT BETWEEN THE GOVERNMENT OF MAURITIUS AND THE
GOVERNMENT OF THE UNITED STATES OF AMERICA REGARDING
THE PROVISION OF FACILITIES FOR UNITED STATES AIR
FORCE AIRCRAFT AT PLAISANCE AIRFIELD IN
CONNECTION WITH THE APOLLO PROJECT

WHEREAS the United States Government has a requirement for the use of Plaisance Airfield in Mauritius for purposes connected with the Apollo Project;

AND WHEREAS the Government of Mauritius has agreed to grant to the United States Government rights and facilities to satisfy that requirement of the United States Government;

NOW THEREFORE the Government of Mauritius and the United States Government have agreed as follows:-

ARTICLE 1

For the purpose of the present Agreement -

- (a) "United States Air Force Personnel" means United States military personnel;
- (b) "Parking apron" means the parking apron to be constructed at Plaisance Airfield in connection with the Apollo Project.

ARTICLE 2

The agency responsible for the implementation of this Agreement on behalf of the United States Government shall be the United States Air Force, acting under the political guidance of the United States Ambassador in Mauritius.

ARTICLE 3

- (a) Subject to the provisions set forth below, United States Air Force aircraft may freely enter, operate within, and depart from Mauritius airspace, subject to air traffic control, and use the facilities and services at Plaisance Airfield for the purpose of this Agreement.

- (b) For the purpose of this Agreement, the United States Air Force may four times a year or, with the consent of the Government of Mauritius, more often (each such deployment to last about one to four weeks):
- (i) station United States Air Force personnel;
 - (ii) store supplies;
 - (iii) operate communications equipment; and
 - (iv) service and maintain United States Air Force aircraft.
- (c) United States Air Force aircraft may, when performing missions covered by this Agreement, use the parking apron at Plaisance Airfield on a priority basis and operate out of Plaisance Airfield and move in the airspace of Mauritius freely and unhindered. To this end, mutually satisfactory operational details shall be worked out in advance of each mission by the United States Air Force and appropriate Mauritian authorities.
- (d) The Government of Mauritius shall have the right to use the parking apron free of charge whenever it is not needed by the United States Air Force for the purpose of this Agreement.
- (e) The parking apron will on January 1, 1972, revert to the Government of Mauritius for its use as a part of the civil airport. However, the Government of Mauritius agrees to provide at all times thereafter suitable parking space to THREE United States Air Force aircraft whenever those aircraft are performing missions covered by this Agreement.

ARTICLE 4

- (a) The Government of Mauritius undertakes to construct at Plaisance Airfield, as part of its development, a parking apron and to carry out such other work as may be requested by the United States Air Force for the purpose of this Agreement.
- (b) The Government of the United States shall pay to the Government of Mauritius the sum of United States \$ 274, 000 being the agreed cost of the construction of the parking apron.

ARTICLE 5

Subject to mutually satisfactory arrangements with the appropriate Mauritian Authorities, the United States Air Force shall

provide the specifications required for the construction of the parking apron at Plaisance Airfield. The land required for this purpose shall be provided by the Government of Mauritius at no cost to the United States Government; nor shall the United States Government be under any obligation to restore the land so made available to its original condition.

ARTICLE 6

- (a) The United States Government shall retain title to, and ownership of, all materials, equipment, supplies (including petroleum, oil and lubricants), goods and other moveable property brought into or acquired in Mauritius by the United States Government or on its behalf for the purpose of this Agreement. Such property, including official papers, shall be exempt from inspection, search or seizure.
- (b) Such property may be brought into, used in, and removed from Mauritius by the United States Government or on its behalf free of any prohibitions or restrictions whatsoever.
- (c) Any such property not removed or disposed of within a reasonable time after the termination of this Agreement shall become the property of the Government of Mauritius.

ARTICLE 7

- (a) United States Air Force personnel who may be brought into Mauritius for the purpose of this Agreement shall be exempt from passport and visa requirements, immigration inspection and any registration or control as aliens. Such persons shall be issued with appropriate identification cards, specimen of which shall be supplied to the Government of Mauritius.
- (b) The United States Government shall, whenever so requested by the Government of Mauritius, remove, as soon as practicable, any United States Air Force personnel whose conduct renders his presence in Mauritius undesirable. The cost of such removal shall be borne by the United States Government.

ARTICLE 8

- (a) No import duty, export duty or other taxes shall be imposed upon or collected from the United States Government in respect of the importation into, use in or export from Mauritius of material, equipment, supplies (including petroleum, oil and lubricants), goods or property brought into Mauritius by or for the use of the United States Government for the purpose of this Agreement. However, any property imported in Mauritius shall not be disposed of within Mauritius except on payment of the appropriate duty on its current value.
- (b) Without prejudice to the exemption set out in the preceding paragraph, United States Air Force personnel shall be exempt from -
 - (i) taxes on salary, income or other emoluments received from the United States Government or on other income derived from services outside Mauritius or on personal property the presence of which in Mauritius is due solely to their temporary presence in connection with this Agreement;
 - (ii) taxes imposed or collected on personal effects imported to or exported from Mauritius. However, effects imported in Mauritius shall not be disposed of within Mauritius except on payment of the appropriate duty on their current value.
- (c) The United States Government may procure locally such goods, materials, supplies (including petroleum, oil and lubricants), and services as may be required for United States Air Force operations in Mauritius for the purpose of this Agreement. No readily identifiable import duty or other taxes shall be imposed or collected in respect of any such items procured locally by or for the use of the United States Government for the purpose of this Agreement.
- (d) No landing, overflight or fuel through-put charges shall be levied against United States Air Force aircraft whenever in Mauritius for the purpose of this Agreement.
- (e) The United States Air Force and the Government of Mauritius shall take such measures as may be necessary to prevent abuse of the privileges granted under this paragraph.

ARTICLE 9

The United States Air Force and United States Air Force personnel may for the purpose of this Agreement use the public services and facilities belonging to, or controlled or regulated by, the Government of Mauritius. The conditions for such use, including charges therefor, shall be no less favourable than those available to other users.

ARTICLE 10

In addition to frequencies which may already have been allocated for United States Air Force use, the United States Air Force may for the purpose of this Agreement use also other radio frequencies, power and band widths for communications and test operations, subject only to advance co-ordination with the appropriate Mauritian authorities. The Government of Mauritius shall take such steps as may be necessary to prevent interference with the frequencies allocated for use by the United States Air Force for the purpose of this Agreement.

ARTICLE 11

The United States Air Force shall provide for the security of the United States Air Force aircraft and their contents while on board the aircraft. The appropriate Mauritian authorities shall provide for the security of the parking apron and all other property of the United States Air Force in Mauritius for the purpose of this Agreement. Such security shall be provided in the same manner and to the same extent as is provided at Plaisance Airfield by the Government of Mauritius to other aircraft and their property located at the airport.

ARTICLE 12

The United States Air Force and the appropriate Mauritian authorities may, from time to time, make such supplementary arrangements as may be required for carrying into effect this Agreement.

ARTICLE 13

- (a) Nothing contained in this Agreement shall be so construed as to prejudice the authority of the Government of Mauritius with regard to the affairs of Mauritius, except to the extent necessary to satisfy the requirement of the United States Government as set forth in this Agreement.

- (b) The United States Government shall take all necessary measures to ensure that United States Air Force personnel in Mauritius for the purpose of this Agreement shall respect the laws of Mauritius and customs and traditions of the people of Mauritius and refrain from any activity inconsistent with the purpose of this Agreement, and in particular from any political activity in Mauritius.

ARTICLE 14

- (a) The United States Government shall, in consultation with the Government of Mauritius, take all reasonable precautions against possible damage resulting from operations under this Agreement.
- (b) The United States Government agrees to pay just and reasonable compensation in settlement of civilian claims (other than contractual claims) arising out of acts or omissions by United States Air Force personnel done in the performance of their official duties, or any other act, omission or occurrence for which the United States Air Force is legally responsible.

ARTICLE 15

This Agreement shall come into force on the date of its signature and shall remain in force for a period of ten years. Thereafter, it shall remain in force until terminated by either Government after six months' notice in writing by the one Government to the other Government of its intention to terminate the Agreement.

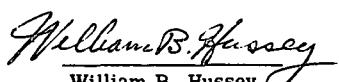
IN WITNESS WHEREOF the undersigned, being duly authorised thereto by their respective Governments, have signed the present Agreement.

DONE at Port Louis on the 3rd day of September
1968.

For the Government of
Mauritius

For the United States
Government


S. Ramgoolam
 Prime Minister
 and Minister for External Affairs


William B. Hussey,
 William B. Hussey
 Chargé d'Affaires a.i.

AGREED MINUTE

In the course of discussions leading up to the Agreement of August, 1968,^[1] between the United States Government and the Government of Mauritius regarding the provision of facilities for United States Air Force aircraft at Plaisance Airfield in connection with the Apollo Project, the following understandings were reached:

1. With reference to paragraph (4) of the Agreement, it is understood that the United States Air Force will in the following manner, reimburse to the Government of Mauritius for the construction of the parking apron provided for in the Agreement:

- (a) The parking apron is being constructed as a part of a contract between the Government of Mauritius and Randabel & Sons Ltd. The contract is being supervised by the Architectural and Engineering firm Sir Alexander Gibb and Partners (Africa). The Government of Mauritius makes payments to the contractor and to the Architectural and Engineering firm as work progresses.
- (b) The United States Air Force will pay the Government of Mauritius the total of two hundred and seventy four thousand dollars (\$ 274, 000) as reimbursement for all cost of construction of the parking apron including the fees for architectural and engineering services.
- (c) Payments will be made by the United States Air Force monthly as the work progresses based on a progress chart to be submitted with the first billing.
- (d) Billings based on the progress of the work and progress reports will be forwarded monthly to Commander 6550th Air Base Group, P.O. Box 4156 Patrick AFB, Florida, through the American Embassy in Port Louis.
- (e) Payments will be made by cheque made payable to the Government of Mauritius in United States Dollars from funds accounting classification 57x3600 28947P2 P620999 276170 592 S662400 MR.

2. With reference to paragraph (5) of the Agreement, it is understood that the only construction requirement is for a parking apron at Plaisance Airfield and that the Government of Mauritius, at the request of the United States Air Force, will arrange for this construction.

¹ Should read "September, 1968."

The appropriate authorities of the two Governments will work out detailed plans, procedures and schedules to ensure that the parking apron will be ready for use for the purpose of the Agreement by not later than March 31, 1969, and that the cost will not exceed U. S. \$ 274,000. It is further understood that the Government of Mauritius has the right to use the parking apron free of charge whenever the apron is not needed by the United States Air Force for the purpose of the Agreement. It is also understood that the Government of Mauritius will maintain at all times the apron in a good operational condition at no cost to the United States Government.

3. With reference to paragraph (9) of the Agreement, the Government of Mauritius shall, on request by the United States Air Force, make available, on a timely basis, public services and facilities belonging to, or controlled or regulated by, the Government of Mauritius.

4. With reference to paragraph (10) of the Agreement, in addition to aircraft communication systems, a portable ground radio receiver and transmitter of low power operating in the VHF band may be used by the United States Air Force prior to and during Apollo missions.

5. With reference to paragraph (13) (b) of the Agreement, it is understood that the United States Air Force, in order to fulfil their responsibilities and to maintain good order and discipline, may have custody of, investigate offences allegedly committed by, and exercise exclusive criminal jurisdiction over U. S. personnel subject to United States military law and may also, as deemed necessary, remove those persons from Mauritius.

The United States Government will however give sympathetic consideration to any request of the Mauritian Authorities to exercise criminal jurisdiction in any specific case which the Mauritian Authorities regard as of particular importance.

DONE at Port Louis on the 3rd day of September 1968.

For the Government of
Mauritius

For the United States
Government

S. Ramgoolam

S. Ramgoolam
Prime Minister
and Minister for External Affairs

William B. Hussey

William B. Hussey
Charge d'Affaires a. i.

MULTILATERAL
Protocol Relating to the Status of Refugees

Done at New York January 31, 1967;
Accession advised by the Senate of the United States of America,
subject to certain reservations, October 4, 1968;
Accession approved by the President of the United States of Amer-
ica, subject to said reservations, October 15, 1968;
Accession of the United States of America deposited with the
Secretary-General of the United Nations, with the said reserva-
tions, November 1, 1968;
Proclaimed by the President of the United States of America
November 6, 1968;
Entered into force with respect to the United States of America
November 1, 1968.
And text of convention relating to the status of refugees
Done at Geneva July 28, 1951.

BY THE PRESIDENT OF THE UNITED STATES OF AMERICA

A PROCLAMATION

WHEREAS the Protocol Relating to the Status of Refugees was opened for accession at New York on January 31, 1967, the certified text of which in the English, French, Chinese, Russian, and Spanish languages is word for word as follows:

PROTOCOL RELATING TO THE STATUS OF REFUGEES



UNITED NATIONS

1967

PROTOCOL RELATING TO THE STATUS OF REFUGEES

The States Parties to the present Protocol,

Considering that the Convention relating to the Status of Refugees done at Geneva on 28 July 1951 [1] (hereinafter referred to as the Convention) covers only those persons who have become refugees as a result of events occurring before 1 January 1951,

Considering that new refugee situations have arisen since the Convention was adopted and that the refugees concerned may therefore not fall within the scope of the Convention,

Considering that it is desirable that equal status should be enjoyed by all refugees covered by the definition in the Convention irrespective of the dateline 1 January 1951,

Have agreed as follows:

Article I

GENERAL PROVISION

1. The States Parties to the present Protocol undertake to apply articles 2 to 31 [2] inclusive of the Convention to refugees as hereinafter defined.
2. For the purpose of the present Protocol, the term "refugee" shall, except as regards the application of paragraph 3 of this article, mean any person within the definition of article 1 of the Convention as if the words "As a result of events occurring before 1 January 1951 and..." and the words "... as a result of such events", in article 1 A (2) were omitted.
3. The present Protocol shall be applied by the States Parties hereto without any geographic limitation, save that existing declarations made by States already Parties to the Convention in accordance with article 1 B (1) (a) of the Convention, shall, unless extended under article 1 B (2) thereof, apply also under the present Protocol.

¹ 189 UNTS 150.

² See p. 6264.

Article II

CO-OPERATION OF THE NATIONAL AUTHORITIES WITH THE UNITED NATIONS

1. The States Parties to the present Protocol undertake to co-operate with the Office of the United Nations High Commissioner for Refugees, or any other agency of the United Nations which may succeed it, in the exercise of its functions, and shall in particular facilitate its duty of supervising the application of the provisions of the present Protocol.
2. In order to enable the Office of the High Commissioner, or any other agency of the United Nations which may succeed it, to make reports to the competent organs of the United Nations, the States Parties to the present Protocol undertake to provide them with the information and statistical data requested, in the appropriate form, concerning:
 - (a) The condition of refugees;
 - (b) The implementation of the present Protocol;
 - (c) Laws, regulations and decrees which are, or may hereafter be, in force relating to refugees.

Article III

INFORMATION ON NATIONAL LEGISLATION

The States Parties to the present Protocol shall communicate to the Secretary-General of the United Nations the laws and regulations which they may adopt to ensure the application of the present Protocol.

Article IV

SETTLEMENT OF DISPUTES

Any dispute between States Parties to the present Protocol which relates to its interpretation or application and which cannot be settled by other means shall be referred to the International Court of Justice at the request of any one of the parties to the dispute.

Article V

ACCESSION

The present Protocol shall be open for accession on behalf of all States Parties to the Convention and of any other State Member of the United Nations or member of any of the specialized agencies or to which an invitation to accede may have been addressed by the General Assembly of the United Nations. Accession shall be effected by the deposit of an instrument of accession with the Secretary-General of the United Nations.

Article VI

FEDERAL CLAUSE

In the case of a Federal or non-unitary State, the following provisions shall apply:

(a) With respect to those articles of the Convention to be applied in accordance with article I, paragraph 1, of the present Protocol that come within the legislative jurisdiction of the federal legislative authority, the obligations of the Federal Government shall to this extent be the same as those of States Parties which are not Federal States;

(b) With respect to those articles of the Convention to be applied in accordance with article I, paragraph 1, of the present Protocol that come within the legislative jurisdiction of constituent States, provinces or cantons which are not, under the constitutional system of the federation, bound to take legislative action, the Federal Government shall bring such articles with a favourable recommendation to the notice of the appropriate authorities of States, provinces or cantons at the earliest possible moment;

(c) A Federal State Party to the present Protocol shall, at the request of any other State Party hereto transmitted through the Secretary-General of the United Nations, supply a statement of the law and practice of the Federation and its constituent units in regard to any particular provision of the Convention to

be applied in accordance with article I, paragraph 1, of the present Protocol, showing the extent to which effect has been given to that provision by legislative or other action.

Article VII

RESERVATIONS AND DECLARATIONS

1. At the time of accession, any State may make reservations in respect of article IV of the present Protocol and in respect of the application in accordance with article I of the present Protocol of any provisions of the Convention other than those contained in articles 1, 3, 4, 16 (1) and 33 thereof, provided that in the case of a State Party to the Convention reservations made under this article shall not extend to refugees in respect of whom the Convention applies.
2. Reservations made by States Parties to the Convention in accordance with article 42 thereof shall, unless withdrawn, be applicable in relation to their obligations under the present Protocol.
3. Any State making a reservation in accordance with paragraph 1 of this article may at any time withdraw such reservation by a communication to that effect addressed to the Secretary-General of the United Nations.
4. Declaration made under article 40, paragraphs 1 and 2, of the Convention by a State Party thereto which accedes to the present Protocol shall be deemed to apply in respect of the present Protocol, unless upon accession a notification to the contrary is addressed by the State Party concerned to the Secretary-General of the United Nations. The provisions of article 40, paragraphs 2 and 3, and of article 44, paragraph 3, of the Convention shall be deemed to apply mutatis mutandis to the present Protocol.

Article VIII

ENTRY INTO FORCE

1. The present Protocol shall come into force on the day of deposit of the sixth instrument of accession.

2. For each State acceding to the Protocol after the deposit of the sixth instrument of accession, the Protocol shall come into force on the date of deposit by such State of its instrument of accession.

Article IX

DENUNCIATION

1. Any State Party hereto may denounce this Protocol at any time by a notification addressed to the Secretary-General of the United Nations.
2. Such denunciation shall take effect for the State Party concerned one year from the date on which it is received by the Secretary-General of the United Nations.

Article X

NOTIFICATIONS BY THE SECRETARY-GENERAL OF THE UNITED NATIONS

The Secretary-General of the United Nations shall inform the States referred to in article V above of the date of entry into force, accessions, reservations and withdrawals of reservations to and denunciations of the present Protocol, and of declarations and notifications relating hereto.

Article XI

DEPOSIT IN THE ARCHIVES OF THE SECRETARIAT OF THE UNITED NATIONS

A copy of the present Protocol, of which the Chinese, English, French, Russian and Spanish texts are equally authentic, signed by the President of the General Assembly and by the Secretary-General of the United Nations, shall be deposited in the archives of the Secretariat of the United Nations. The Secretary-General will transmit certified copies thereof to all States Members of the United Nations and to the other States referred to in article V above.

PROTOCOLE RELATIF AU STATUT DES REFUGIES



NATIONS UNIES

1967

PROTOCOLE RELATIF AU STATUT DES REFUGIES

Les Etats parties au présent Protocole,

Considérant que la Convention relative au statut des réfugiés signée à Genève le 28 juillet 1951 (ci-après dénommée la Convention) ne s'applique qu'aux personnes qui sont devenues réfugiées par suite d'événements survenus avant le 1er janvier 1951,

Considérant que de nouvelles catégories de réfugiés sont apparues depuis que la Convention a été adoptée et que, de ce fait, lesdits réfugiés peuvent ne pas être admis au bénéfice de la Convention,

Considérant qu'il est souhaitable que le même statut s'applique à tous les réfugiés couverts par la définition donnée dans la Convention sans qu'il soit tenu compte de la date limite du 1er janvier 1951,

Sont convenus de ce qui suit :

Article premier

DISPOSITION GENERALE

1. Les Etats parties au présent Protocole s'engagent à appliquer aux réfugiés, tels qu'ils sont définis ci-après, les articles 2 à 34 inclus de la Convention.

2. Aux fins du présent Protocole, le terme "réfugié", sauf en ce qui concerne l'application du paragraphe 3 du présent article, s'entend de toute personne répondant à la définition donnée à l'article premier de la Convention comme si les mots "par suite d'événements survenus avant le 1er janvier 1951 et ..." et les mots "... à la suite de tels événements" ne figuraient pas au paragraphe 2 de la section A de l'article premier.

3. Le présent Protocole sera appliqué par les Etats qui y sont parties sans aucune limitation géographique; toutefois, les déclarations déjà faites, en vertu de

l'alinéa a du paragraphe 1 de la section B de l'article premier de la Convention par des Etats déjà parties à celle-ci, s'appliqueront aussi sous le régime du présent Protocole, à moins que les obligations de l'Etat déclarant n'aient été étendues conformément au paragraphe 2 de la section B de l'article premier de la Convention.

Article II

COOPERATION DES AUTORITES NATIONALES AVEC LES NATIONS UNIES

1. Les Etats parties au présent Protocole s'engagent à coopérer avec le Haut Commissariat des Nations Unies pour les réfugiés ou toute autre institution des Nations Unies qui lui succéderait, dans l'exercice de ses fonctions et, en particulier, à faciliter sa tâche de surveillance de l'application des dispositions du présent Protocole.

2. Afin de permettre au Haut Commissariat ou à toute autre institution des Nations Unies qui lui succéderait de présenter des rapports aux organes compétents des Nations Unies, les Etats parties au présent Protocole s'engagent à leur fournir, dans la forme appropriée, les informations et les données statistiques demandées relatives :

- a) Au statut des réfugiés;
- b) A la mise en oeuvre du présent Protocole;
- c) Aux lois, règlements et décrets qui sont ou entreront en vigueur en ce qui concerne les réfugiés.

Article III

RENSEIGNEMENTS PORTANT SUR LES LOIS ET REGLEMENTS NATIONAUX

Les Etats parties au présent Protocole communiqueront au Secrétaire général de l'Organisation des Nations Unies le texte des lois et des règlements qu'ils pourront promulguer pour assurer l'application du présent Protocole.

Article IV

REGLEMENT DES DIFFERENDS

Tout différend entre les parties au présent Protocole relatif à son interprétation et à son application, qui n'aurait pu être réglé par d'autres moyens, sera soumis à la Cour internationale de Justice à la demande de l'une des parties au différend.

Article V

ADHESION

Le présent Protocole sera ouvert à l'adhésion de tous les Etats parties à la Convention et de tout autre Etat Membre de l'Organisation des Nations Unies ou membre de l'une des institutions spécialisées ou de tout Etat auquel l'Assemblée générale aura adressé une invitation à adhérer au Protocole. L'adhésion se fera par le dépôt d'un instrument d'adhésion auprès du Secrétaire général de l'Organisation des Nations Unies.

Article VI

CLAUSE FEDERALE

Dans le cas d'un Etat fédératif ou non unitaire, les dispositions ci-après s'appliqueront :

- a) En ce qui concerne les articles de la Convention à appliquer conformément au paragraphe 1 de l'article premier du présent Protocole et dont la mise en oeuvre relève de l'action législative du pouvoir législatif fédéral, les obligations du gouvernement fédéral seront, dans cette mesure, les mêmes que celles des Etats parties qui ne sont pas des Etats fédératifs;
- b) En ce qui concerne les articles de la Convention à appliquer conformément au paragraphe 1 de l'article premier du présent Protocole et dont l'application relève

de l'action législative de chacun des Etats, provinces ou cantons constituants, qui ne sont pas, en vertu du système constitutionnel de la fédération, tenus de prendre des mesures législatives, le gouvernement fédéral portera le plus tôt possible, et avec son avis favorable, lesdits articles à la connaissance des autorités compétentes des Etats, provinces ou cantons;

c) Un Etat fédératif partie au présent Protocole communiquera, à la demande de tout autre Etat partie au présent Protocole qui lui aura été transmise par le Secrétaire général de l'Organisation des Nations Unies, un exposé de la législation et des pratiques en vigueur dans la fédération et ses unités constitutantes en ce qui concerne telle ou telle disposition de la Convention à appliquer conformément au paragraphe 1 de l'article premier du présent Protocole, indiquant la mesure dans laquelle effet a été donné, par son action législative ou autre, à ladite disposition.

Article VII

RESERVES ET DECLARATIONS

1. Au moment de son adhésion, tout Etat pourra formuler des réserves sur l'article IV du présent Protocole, et au sujet de l'application, en vertu de l'article premier du présent Protocole, de toutes dispositions de la Convention autres que celles des articles premier, 3, 4, 16 (1) et 33, à condition que, dans le cas d'un Etat partie à la Convention, les réserves faites en vertu du présent article ne s'étendent pas aux réfugiés auxquels s'applique la Convention.

2. Les réserves faites par des Etats parties à la Convention conformément à l'article 42 de ladite Convention s'appliqueront, à moins qu'elles ne soient retirées, à leurs obligations découlant du présent Protocole.

3. Tout Etat formulant une réserve en vertu du paragraphe 1 du présent article peut la retirer à tout moment par une communication adressée à cet effet au Secrétaire général de l'Organisation des Nations Unies.

4. Les déclarations faites en vertu des paragraphes 1 et 2 de l'article 40 de la Convention, par un Etat partie à celle-ci, qui adhère au présent Protocole, seront censées s'appliquer sous le régime du présent Protocole, à moins que, au moment de l'adhésion, un avis contraire n'ait été notifié par la partie intéressée au Secrétaire général de l'Organisation des Nations Unies. Les dispositions des paragraphes 2 et 3 de l'article 40 et du paragraphe 3 de l'article 44 de la Convention seront censées s'appliquer, mutatis mutandis, au présent Protocole.

Article VIII

ENTREE EN VIGUEUR

1. Le présent Protocole entrera en vigueur à la date du dépôt du sixième instrument d'adhésion.

2. Pour chacun des Etats adhérant au Protocole après le dépôt du sixième instrument d'adhésion, le Protocole entrera en vigueur à la date où cet Etat aura déposé son instrument d'adhésion.

Article IX

DENONCIATION

1. Tout Etat partie au présent Protocole pourra le dénoncer à tout moment par notification adressée au Secrétaire général de l'Organisation des Nations Unies.

2. La dénonciation prendra effet, pour l'Etat intéressé, un an après la date à laquelle elle aura été reçue par le Secrétaire général de l'Organisation des Nations Unies.

Article X

NOTIFICATIONS PAR LE SECRETAIRE GENERAL DE L'ORGANISATION DES NATIONS UNIES

Le Secrétaire général de l'Organisation des Nations Unies notifiera à tous les Etats visés à l'article V, en ce qui concerne le présent Protocole, les dates d'entrée en vigueur, d'adhésion, de dépôt et de retrait de réserves, de dénonciation et de déclarations et notifications s'y rapportant.

Article XIDEPOT DU PROTOCOLE AUX ARCHIVES DU SECRETARIAT DE
L'ORGANISATION DES NATIONS UNIES

Un exemplaire du présent Protocole, dont les textes anglais, chinois, espagnol, français et russe font également foi, signé par le Président de l'Assemblée générale et par le Secrétaire général de l'Organisation des Nations Unies, sera déposé aux archives du Secrétariat de l'Organisation. Le Secrétaire général en transmettra copie certifiée conforme à tous les Etats Membres de l'Organisation des Nations Unies et aux autres Etats visés à l'article V.

難 民 地 位 議 定 書



聯合國

一九六七年

難民地位議定書

本議定書各締約國，

鑑於一九五一年七月二十八日在日內瓦簽訂之難民地位公約（以下簡稱公約）祇適用於因一九五一年一月一日以前發生之事件而成難民之人。

鑑於自公約通過以來已發生新難民情形故此等難民或不在公約範圍之內。

鑑於所有公約定義範圍內之難民不問一九五一年一月一日之期限允宜享受同等之地位，

爰議定條款如下：

第一條

總 則

一、本議定書締約國擔允對下文所訂明之難民實施公約第二條至第三十四條。

二、本議定書稱難民者除關於本條第三項之適用外謂公約第一條定義範圍內之任何人惟第一條甲（二）中“因一九五一年一月一日以前發生之事件及……”字樣及“……因此種事件”字樣視同業已刪除。

三、本議定書由各締約國實施不受地區限制但已成為公約締約國之國家依公約第一條乙（一）（子）規定所作之現有聲明除已依公約第一條乙（二）規定推廣者外就本議定書而言亦適用之。

第二條

國家當局與聯合國之合作

一. 本議定書各締約國擔允與聯合國難民事宜高級專員辦事處或接替該辦事處之聯合國任何其他機關合作，以利其執行職務，尤應便利其監督本議定書各項條款之實施之職責。

二. 為使高級專員辦事處或接替該辦事處之聯合國任何其他機關能向聯合國主管機關提具報告書起見，本議定書各締約國擔允以適當方式供給所索關於下列各項之資料與統計數據：

- (甲) 難民狀況；
- (乙) 本議定書實施情形；
- (丙) 現行或以後生效之有關難民之法律條例及命令。

第三條

關於國家法律之資料

本議定書各締約國應將為確保本議定書之實施而制定之法律及條例通知聯合國秘書長。

第四條

爭端之解決

本議定書締約國間對本議定書之解釋或適用發生爭端而未能以其他方法解決時，經爭端當事國一造之請求，應提交國際法院。

第五條

加入

公約全體締約國及聯合國任何其他會員國或任一專門機關
會員國或經聯合國大會邀請加入之國家均得加入本議定書。加
入應以加入書送交聯合國秘書長存放為之。

第六條

聯邦條款

下列規定對聯邦制或非單一制國家適用之：

(甲) 關於公約內應依本議定書第一條第一項實施而屬於聯
邦立法機關之立法權限之條款，聯邦政府之義務在此範圍內與非
聯邦制締約國同；

(乙) 關於公約內應依本議定書第一條第一項實施而屬於組
成聯邦各州、各省或各區之立法權限之條款，如各州、各省或各區依
聯邦憲法制度並無採取立法行動之義務，聯邦政府應儘速將此等
條款提請各州、各省或各區主管機關注意，並附有利之建議；

(丙) 為本議定書締約國之聯邦國家應依任何其他締約國經
由聯合國秘書長轉達之請求，提供聯邦及其組成單位關於公約內
應依本議定書第一條第一項實施之特定規定之法律及慣例說明，
敘明以立法或其他行動實施此項規定之程度。

第七條

保留及聲明

一、任何國家得於加入時對本議定書第四條及對依照本議
定書第一條規定，公約第一條第三條第四條第十六條第一項及第

三十三條以外任何規定之適用提出保留，但就公約締約國言，依本條所提保留不得推及於公約所適用之難民。

二、公約締約國依公約第四十二條所提保留，除經撤回者外，對其依本議定書所負義務應適用之。

三、依本條第一項規定提出保留之任何國家得隨時向聯合國秘書長提出通知撤回此項保留。

四、加入本議定書之公約締約國依公約第四十條第一項及第二項規定提出之聲明，除該關係締約國於加入時向聯合國秘書長提出相反之通知外，應視為對本議定書亦適用之。關於公約第四十條第二項及第三項以及第四十四條第三項，本議定書應視為準用其規定。

第八條
發生效力

- 一、本議定書應自第六件加入書存放之日起發生效力。
- 二、對於第六件加入書存放後加入本議定書之國家，本議定書應自各該國存放加入書之日起發生效力。

第九條
退 約

- 一、任何締約國得隨時向聯合國秘書長提出通知宣告退出本議定書。
- 二、退約應於聯合國秘書長收到通知之日起一年後對該關係締約國發生效力。

第十條

聯合國秘書長之通知

聯合國秘書長應將本議定書發生效力之日期加入保留與保留之撤回及退約以及與此有關之聲明及通知知照上開第五條所稱之國家。

第十一條

存放聯合國秘書處檔案

本議定書中文英文法文俄文及西班牙文各本同一作準其經大會主席及聯合國秘書長簽字之正本應存放聯合國秘書處檔案。秘書長應將其正式副本分送聯合國全體會員國及上開第五條所稱之其他國家。

ПРОТОКОЛ,
КАСАЮЩИЙСЯ
СТАТУСА БЕЖЕНЦЕВ



**ОРГАНИЗАЦИЯ
ОБЪЕДИНЕННЫХ НАЦИЙ**

1967

ПРОТОКОЛ, КАСАЮЩИЙСЯ СТАТУСА БЕЖЕНЦЕВ

Государства-участники настоящего Протокола,

принимая во внимание, что Конвенция, касающаяся статуса беженцев, подписанная в Женеве 28 июля 1951 года (далее именуемая Конвенцией), распространяется только на тех лиц, которые стали беженцами в результате событий, произошедших до 1 января 1951 года,

принимая во внимание, что со времени принятия Конвенции возникли новые ситуации, касающиеся беженцев, и что поэтому имеющие к этому отношение беженцы могут не подпадать под действие Конвенции,

принимая во внимание желательность того, чтобы все беженцы, подпадающие под определение, содержащееся в Конвенции, пользовалисьовым статусом независимо от указанной даты 1 января 1951 года,

Договорились о нижеследующем:

Статья I

ОБЩИЕ ПОЛОЖЕНИЯ

1. Государства-участники настоящего Протокола берут на себя обязательство применять статьи Конвенции 2-34 включительно в отношении беженцев, подпадающих под нижеизложенное определение.
2. Для целей настоящего Протокола под термином "беженец", за исключением случаев, касающихся применения пункта 3 настоящей статьи, имеется в виду любое лицо, подпадающее под определение статьи 1 Конвенции с опущением слов "В результате событий, произошедших до 1 января 1951 года ..." и слов "... в результате подобных событий", в статье 1 А (2).
3. Настоящий Протокол применяется участниками в нем государствами без каких-либо географических ограничений, за исключением случаев, когда существующие заявления, сделанные государствами, уже являющимися участниками Конвенции в соответствии со статьей 1 В (1) (а) Конвенции, также применяются, если Протокол не будет продлен согласно статье 1 В (2), в соответствии с настоящим Протоколом.

Статья II

СОТРУДНИЧЕСТВО НАЦИОНАЛЬНЫХ ВЛАСТЕЙ С ОРГАНИЗАЦИЕЙ ОБЪЕДИНЕННЫХ НАЦИЙ

1. Государства-участники настоящего Протокола обязуются сотрудничать с Управлением Верховного комиссара Организации Объединенных Наций

по делам беженцев или любым другим учреждением Организации Объединенных Наций, к которому может перейти выполнение его функций, и, в частности, содействовать выполнению его обязанностей по контролю за применением положений настоящего Протокола.

2. Чтобы дать возможность Управлению Верховного комиссара или любому другому учреждению Организации Объединенных Наций, к которому может перейти выполнение его функций, представлять доклады компетентным органам Организации Объединенных Наций, государства-участники настоящего Протокола обязуются предоставлять им в соответствующей форме запрашиваемую информацию и статистические данные, касающиеся:

- а) положения беженцев;
- б) выполнения настоящего Протокола;
- в) находящихся в силе или могущих впоследствии вступить в силу законов, постановлений и декретов, касающихся беженцев.

Статья III

ИНФОРМАЦИЯ О НАЦИОНАЛЬНОМ ЗАКОНОДАТЕЛЬСТВЕ

Государства-участники настоящего Протокола сообщают Генеральному секретарю Организации Объединенных Наций тексты законов и постановлений, которые они могут принимать в целях обеспечения применения настоящего Протокола.

Статья IV

РАЗРЕШЕНИЕ СПРОВОВ

Все споры между государствами-участниками настоящего Протокола, касающиеся его толкования или применения и которые не могут быть разрешены иными средствами, передаются в Международный Суд по просьбе любой из сторон в этом споре.

Статья V

ПРИСОЕДИНЕНИЕ К ПРОТОКОЛУ

Настоящий Протокол открыт для присоединения от имени всех государств-участников Конвенции и любого другого государства-члена Организации Объединенных Наций или члена любого специализированного учреждения или государства, которому направлено Генеральной Ассамблей Организации Объединенных Наций приглашение присоединиться к Протоколу. Присоединение осуществляется путем сдачи на хранение акта о присоединении Генеральному секретарю Организации Объединенных Наций.

Статья VI

СТАТЬЯ О ФЕДЕРАТИВНЫХ ГОСУДАРСТВАХ

К государству федеративного или неунитарного типа применяются следующие положения:

- а) В отношении тех статей Конвенции, подлежащих применению в соответствии с пунктом 1 статьи I настоящего Протокола и подпадающих под законодательную юрисдикцию федеральных законодательных властей, обязательства федерального правительства в указанных пределах соответствуют обязательствам государств-участников, не являющихся федеративными государствами;
- б) В отношении статей Конвенции, подлежащих применению в соответствии с пунктом 1 статьи I настоящего Протокола и подпадающих под законодательную юрисдикцию входящих в федерацию штатов, провинций или кантонов, не обязанных согласно конституционному строю федерации, принимать законодательные меры, федеральные правительства при первой возможности доводят эти статьи наряду с положительной рекомендацией до сведения соответствующих властей штатов, провинций или кантонов;
- с) Федеративное государство-участник настоящего Протокола по требованию любого другого государства-участника, переданному ему через Генерального секретаря Организации Объединенных Наций, представляет справку о существующих в федерации и ее составных частях законах и практики в отношении любого конкретного положения Конвенции, подлежащего применению в соответствии с пунктом 1 статьи I настоящего Протокола с указанием того, в какой мере данное положение было проведено в жизнь законодательным или иным путем.

Статья VII

ОГОВОРКИ И ЗАЯВЛЕНИЯ

1. При присоединении любое государство может сделать оговорки к статье IV настоящего Протокола и в отношении применения любых положений Конвенции в соответствии со статьей 1 настоящего Протокола за исключением положений, содержащихся в статьях 1, 3, 4, 16 (1) и 33, при условии, что оговорки государства-участника Конвенции, сделанные согласно настоящей статье, не распространяются на беженцев, в отношении которых применяется Конвенция.
2. Оговорки, сделанные государствами-участниками Конвенции в соответствии со статьей 42, если они не сняты, распространяются на их обязательства по настоящему Протоколу.

3. Любое государство, делающее оговорку в соответствии с пунктом 1 настоящей статьи, может в любое время снять эту оговорку путем уведомления об этом Генеральному секретарю Организации Объединенных Наций.

4. Заявление, сделанное в соответствии с пунктами 1 и 2 статьи 40 Конвенции участвующим в ней государством, которое присоединяется к настоящему Протоколу, считается применимым и в отношении настоящего Протокола, если при присоединении государство-участник не направляет Генеральному секретарю Организации Объединенных Наций уведомления о противоположном. Положения пунктов 2 и 3 статьи 40 и пункта 3 статьи 44 Конвенции считаются применимыми *mutatis mutandis* к настоящему Протоколу.

Статья VIII

ВСТУПЛЕНИЕ В СИЛУ

1. Настоящий Протокол вступает в силу в день депонирования шестого акта о присоединении.

2. Для всех государств, присоединяющихся к Протоколу после депонирования шестого акта о присоединении, Протокол вступает в силу в день депонирования такими государствами своего акта о присоединении.

Статья IX

ДЕНОНСАЦИЯ

1. Любое государство-участник Протокола может денонсировать настоящий Протокол в любое время посредством уведомления, направленного на имя Генерального секретаря Организации Объединенных Наций.

2. Такая денонсация вступает в силу для соответствующего государства-участника через один год со дня получения такого уведомления Генеральным секретарем Организации Объединенных Наций.

Статья X

УВЕДОМЛЕНИЯ, РАССЫЛАЕМЫЕ ГЕНЕРАЛЬНЫМ СЕКРЕТАРЕМ
ОРГАНИЗАЦИИ ОБЪЕДИНЕННЫХ НАЦИЙ

Генеральный секретарь Организации Объединенных Наций сообщает всем государствам, упомянутым в статье V выше о дате вступления в силу, присоединениях, оговорках и снятии оговорок к настоящему Протоколу и его денонсации, а также об относящихся к нему заявлениях и уведомлениях.

статья XI**ДЕПОНИРОВАНИЕ В АРХИВАХ СЕКРЕТАРИАТА ОРГАНИЗАЦИИ
ОБЪЕДИНЕННЫХ НАЦИЙ**

Копия настоящего Протокола, английский, испанский, китайский, русский и французский тексты которого являются в равной степени аутентичными, подписанная Председателем Генеральной Ассамблеи и Генеральным секретарем Организации Объединенных Наций, депонируется в архивах Секретариата Организации Объединенных Наций. Генеральный секретарь препровождает заверение копии настоящего Протокола всем государствам-членам Организации Объединенных Наций и другим государствам, упомянутым в статье V выше.

PROTOCOLO SOBRE EL ESTATUTO DE LOS REFUGIADOS



NACIONES UNIDAS

1967

PROTOCOLO SOBRE EL ESTATUTO DE LOS REFUGIADOS

Los Estados Partes en el presente Protocolo,

Considerando que la Convención sobre el Estatuto de los Refugiados, hecha en Ginebra el 28 de julio de 1951 (denominada en lo sucesivo la Convención), sólo se aplica a los refugiados que han pasado a tener tal condición como resultado de acontecimientos ocurridos antes del 1º de enero de 1951,

Considerando que han surgido nuevas situaciones de refugiados desde que la Convención fue adoptada y que hay la posibilidad, por consiguiente, de que los refugiados interesados no queden comprendidos en el ámbito de la Convención,

Considerando conveniente que gocen de igual estatuto todos los refugiados comprendidos en la definición de la Convención, independientemente de la fecha límite del 1º de enero de 1951,

Han convenido en lo siguiente:

Artículo I

DISPOSICIONES GENERALES

1. Los Estados Partes en el presente Protocolo se obligan a aplicar los artículos 2 a 34 inclusive de la Convención a los refugiados que por el presente se definen.
2. A los efectos del presente Protocolo y salvo en lo que respecta a la aplicación del párrafo 3 de este artículo, el término "refugiado" denotará toda persona comprendida en la definición del artículo 1 de la Convención, en la que se darán por omitidas las palabras "como resultado de acontecimientos ocurridos antes del 1º de enero de 1951 y ..." y las palabras "... a consecuencia de tales acontecimientos", que figuran en el párrafo 2 de la sección A del artículo 1.
3. El presente Protocolo será aplicado por los Estados Partes en el mismo sin ninguna limitación geográfica; no obstante, serán aplicables también en virtud del presente Protocolo las declaraciones vigentes hechas por Estados que ya sean Partes en la Convención de conformidad con el inciso g) del párrafo 1 de la sección B del artículo 1 de la Convención, salvo que se hayan ampliado conforme al párrafo 2 de la sección B del artículo 1.

Artículo II

COOPERACION DE LAS AUTORIDADES NACIONALES CON LAS NACIONES UNIDAS

1. Los Estados Partes en el presente Protocolo se obligan a cooperar en el ejercicio de sus funciones con la Oficina del Alto Comisionado de las Naciones Unidas para los Refugiados, o cualquier otro organismo de las Naciones Unidas que le sucediere; en especial le ayudarán en su tarea de vigilar la aplicación de las disposiciones del presente Protocolo.
2. A fin de permitir a la Oficina del Alto Comisionado, o cualquier otro organismo de las Naciones Unidas que le sucediere, presentar informes a los órganos competentes de las Naciones Unidas, los Estados Partes en el presente Protocolo se obligan a suministrárselos en forma adecuada las informaciones y los datos estadísticos que soliciten acerca de:
 - a) La condición de los refugiados;
 - b) La ejecución del presente Protocolo;
 - c) Las leyes, reglamentos y decretos, que estén o entraren en vigor, concernientes a los refugiados.

Artículo III

INFORMACION SOBRE LEGISLACION NACIONAL

Los Estados Partes en el presente Protocolo comunicarán al Secretario General de las Naciones Unidas el texto de las leyes y los reglamentos que promulgaren para garantizar la aplicación del presente Protocolo.

Artículo IV

SOLUCION DE CONTROVERSIAS

Toda controversia entre Estados Partes en el presente Protocolo relativa a su interpretación o aplicación, que no haya podido ser resuelta por otros medios, será sometida a la Corte Internacional de Justicia a petición de cualquiera de las partes en la controversia.

Artículo V

ADHESION

El presente Protocolo estará abierto a la adhesión de todos los Estados Partes en la Convención y de cualquier otro Estado Miembro de las Naciones Unidas, miembro de algún organismo especializado o que haya sido invitado por la Asamblea General de las Naciones Unidas a adherirse al mismo. La adhesión se efectuará mediante el depósito de un instrumento de adhesión en poder del Secretario General de las Naciones Unidas.

Artículo VI

CLAUSULA FEDERAL

Con respecto a los Estados federales o no unitarios, se aplicarán las disposiciones siguientes:

a) En lo concerniente a los artículos de la Convención que han de aplicarse conforme al párrafo 1 del artículo I del presente Protocolo, y cuya aplicación dependa de la acción legislativa del poder legislativo federal, las obligaciones del Gobierno federal serán, en esta medida, las mismas que las de los Estados Partes que no son Estados federales;

b) En lo concerniente a los artículos de la Convención que han de aplicarse conforme al párrafo 1 del artículo I del presente Protocolo, y cuya aplicación dependa de la acción legislativa de cada uno de los Estados, provincias o cantones constituyentes que, en virtud del régimen constitucional de la federación, no estén obligados a adoptar medidas legislativas, el Gobierno federal, a la mayor brevedad posible y con su recomendación favorable, comunicará el texto de dichos artículos a las autoridades competentes de los Estados, provincias o cantones;

c) Todo Estado federal que sea Parte en el presente Protocolo proporcionará, a petición de cualquier otro Estado Parte en el mismo que le haya sido transmitida por conducto del Secretario General de las Naciones Unidas, una exposición de la legislación y de las prácticas vigentes en la Federación y en sus unidades constituyentes en lo concerniente a determinada disposición de la Convención que haya de aplicarse conforme al párrafo 1 del artículo I del presente Protocolo, indicando en qué medida, por acción legislativa o de otra índole, se ha dado efectividad a tal disposición.

Artículo VII

RESERVAS Y DECLARACIONES

1. Al tiempo de su adhesión, todo Estado podrá formular reservas con respecto al artículo IV del presente Protocolo y, en lo que respecta a la aplicación conforme al artículo I del presente Protocolo, de cualesquiera disposiciones de la Convención que no sean las contenidas en los artículos 1, 3, 4, 16 1) y 33; no obstante, en el caso de un Estado Parte en la Convención, las reservas formuladas al amparo de este artículo no se harán extensivas a los refugiados respecto a los cuales se aplica la Convención.
2. Las reservas formuladas por los Estados Partes en la Convención conforme al artículo 42 de la misma serán aplicables, a menos que sean retiradas, en relación con las obligaciones contraídas en virtud del presente Protocolo.
3. Todo Estado que haya formulado una reserva con arreglo al párrafo 1 del presente artículo podrá retirarla en cualquier momento, mediante comunicación al efecto dirigida al Secretario General de las Naciones Unidas.
4. La declaración hecha conforme a los párrafos 1 y 2 del artículo 40 de la Convención por un Estado Parte en la misma que se adhiera al presente Protocolo se considerará aplicable con respecto al presente Protocolo, a menos que, al efectuarse la adhesión, se dirija una notificación en contrario por el Estado Parte interesado al Secretario General de las Naciones Unidas. Las disposiciones de los párrafos 2 y 3 del artículo 40 y del párrafo 3 del artículo 44 de la Convención se considerarán aplicables mutatis mutandis al presente Protocolo.

Artículo VIII

ENTRADA EN VIGOR

1. El presente Protocolo entrará en vigor en la fecha en que se deposite el sexto instrumento de adhesión.
2. Respecto a cada Estado que se adhiera al Protocolo después del depósito del sexto instrumento de adhesión, el Protocolo entrará en vigor en la fecha del depósito por ese Estado de su instrumento de adhesión.

Artículo IX

DENUNCIA

1. Todo Estado Parte en el presente Protocolo podrá denunciarlo en cualquier momento mediante notificación dirigida al Secretario General de las Naciones Unidas.
2. La denuncia surtirá efecto para el Estado Parte interesado un año después de la fecha en que el Secretario General de las Naciones Unidas la haya recibido.

Artículo X

NOTIFICACIONES DEL SECRETARIO GENERAL DE LAS NACIONES UNIDAS

El Secretario General de las Naciones Unidas informará a los Estados mencionados en el artículo V supra acerca de la fecha de entrada en vigor, adhesiones, reservas formuladas y retiradas y denuncias del presente Protocolo, así como acerca de las declaraciones y notificaciones relativas a éste.

Artículo XI

DEPOSITO EN LOS ARCHIVOS DE LA SECRETARIA DE LAS NACIONES UNIDAS

Un ejemplar del presente Protocolo, cuyos textos chino, español, francés, inglés y ruso son igualmente auténticos, firmado por el Presidente de la Asamblea General y por el Secretario General de las Naciones Unidas, quedarán depositado en los archivos de la Secretaría de las Naciones Unidas. El Secretario General transmitirá copias certificadas del mismo a todos los Estados Miembros de las Naciones Unidas y a los demás Estados mencionados en el artículo V supra.

In accordance with article XI of the Protocol, we have appended our signatures this thirty-first day of January one thousand nine hundred and sixty-seven.

Conformément à l'article XI du Protocole, nous avons apposé notre signature le trente et un janvier mil neuf cent soixante-sept.

茲依照本議定書第十一條於公曆一九六七年一月三十一日簽名於后

В соответствии со статьей XI Протокола мы приложили свои подписи сего тридцать первого января тысяча девятьсот шестьдесят седьмого года.

Conforme a lo dispuesto en el artículo XI del Protocolo, hemos firmado el presente hoy dia treinta y uno de enero de mil novecientos sesenta y siete.

A. R. PAZHWAK

U THANT

PRESIDENT OF THE GENERAL ASSEMBLY OF
THE UNITED NATIONS

PRÉSIDENT DE L'ASSEMBLÉE GÉNÉRALE
DE L'ORGANISATION DES NATIONS UNIES

聯合國大會主席

Председатель Генеральной Ассамблеи
Организации Объединенных Наций

PRESIDENTE DE LA ASAMBLEA GENERAL
DE LAS NACIONES UNIDAS

SECRETARY-GENERAL OF THE UNITED
NATIONS

SECRÉTAIRE GÉNÉRAL DE L'ORGANISATION
DES NATIONS UNIES

聯合國秘書長

Генеральный секретарь
Организации Объединенных Наций

SECRETARIO GENERAL DE LAS NACIONES
UNIDAS

I hereby certify that the foregoing text is a true copy of the Protocol relating to the Status of Refugees, done at New York, on 31 January 1967, in a single copy signed by the President of the General Assembly of the United Nations and the Secretary-General of the United Nations, the original of which is deposited with the Secretary-General of the United Nations.

Je certifie que le texte qui précède est la copie conforme du texte du Protocole relatif au statut des réfugiés, fait à New York le 31 janvier 1967 en un exemplaire unique signé par le Président de l'Assemblée générale des Nations Unies et le Secrétaire général des Nations Unies, Protocole dont l'original est déposé auprès du Secrétaire général des Nations Unies.

For the Secretary-General:

Pour le Secrétaire général:

C A STAVROPOULOS

*Under-Secretary
Legal Counsel*

*Sous-Secrétaire
Conseiller juridique*

United Nations, New York
9 February 1967

Organisation des Nations Unies, New York,
le 9 février 1967

WHEREAS the Senate of the United States of America by its resolution of October 4, 1968, two-thirds of the Senators present concurring therein, did advise and consent to accession to the Protocol with the following reservations:

"The United States of America construes Article 29 of the Convention as applying only to refugees who are resident in the United States and reserves the right to tax refugees who are not residents of the United States in accordance with its general rules relating to nonresident aliens."

"The United States of America accepts the obligation of paragraph 1(b) of Article 24 of the Convention except insofar as that paragraph may conflict in certain instances with any provision of title II (old age, survivors' and disability insurance) or title XVIII (hospital and medical insurance for the aged) of the Social Security Act. As to any such provision, the United States will accord to refugees lawfully staying in its territory treatment no less favorable than is accorded aliens generally in the same circumstances."

WHEREAS the President of the United States of America, in pursuance of the advice and consent of the Senate, duly approved on October 15, 1968 the accession of the United States of America to the Protocol with the aforesaid reservations;

WHEREAS it is provided in Article VIII that the Protocol shall come into force on the day of deposit of the sixth instrument of accession and shall come into force for each State acceding thereafter on the date of deposit of its instrument of accession;

AND WHEREAS, pursuant to the provisions of Article VIII, the Protocol first came into force on October 4, 1967, and came into force with respect to the United States of America, subject to the aforesaid reservations, on November 1, 1968, the date of deposit by the United States of America of its instrument of accession;

Now, THEREFORE, be it known that I, Lyndon B. Johnson, President of the United States of America, do hereby proclaim and make public the Protocol Relating to the Status of Refugees, to the end that the same and every article and clause thereof shall be observed and fulfilled with good faith, on and after November 1, 1968, by the United States of America and by the citizens of the United States of America and all other persons subject to the jurisdiction thereof, subject to the aforesaid reservations.

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

DONE at the city of Washington this sixth day of November in the year of our Lord one thousand nine hundred sixty-eight
[SEAL] and of the Independence of the United States of America the one hundred ninety-third.

LYNDON B. JOHNSON

By the President:

DEAN RUSK

Secretary of State

UNITED NATIONS CONFERENCE OF PLENIPOTENTIARIES
ON THE STATUS OF REFUGEES AND STATELESS PERSONS

CONVENTION RELATING TO THE STATUS OF REFUGEES



CONFÉRENCE DE PLÉNIPOTENTIAIRES DES NATIONS UNIES
SUR LE STATUT DES RÉFUGIÉS ET DES APATRIDES

CONVENTION RELATIVE AU STATUT DES RÉFUGIÉS

CONVENTION RELATING TO THE STATUS OF REFUGEES^[1]

Preamble

THE HIGH CONTRACTING PARTIES,

CONSIDERING that the Charter of the United Nations^[2] and the Universal Declaration of Human Rights approved on 10 December 1948 by the General Assembly have affirmed the principle that human beings shall enjoy fundamental rights and freedoms without discrimination,

CONSIDERING that the United Nations has, on various occasions, manifested its profound concern for refugees and endeavoured to assure refugees the widest possible exercise of these fundamental rights and freedoms,

CONSIDERING that it is desirable to revise and consolidate previous international agreements relating to the status of refugees and to extend the scope of and the protection accorded by such instruments by means of a new agreement,

CONSIDERING that the grant of asylum may place unduly heavy burdens on certain countries, and that a satisfactory solution of a problem of which the United Nations has recognized the international scope and nature cannot therefore be achieved without international co-operation,

EXPRESSING the wish that all States, recognizing the social and humanitarian nature of the problem of refugees, will do everything within their power to prevent this problem from becoming a cause of tension between States,

NOTING that the United Nations High Commissioner for Refugees is charged with the task of supervising international conventions providing for the protection of refugees, and recognizing that the effective co-ordination of

CONVENTION RELATIVE AU STATUT DES RÉFUGIÉS

Préambule

LES HAUTES PARTIES CONTRACTANTES,

CONSIDÉRANT que la Charte des Nations Unies et la Déclaration universelle des droits de l'homme approuvée le 10 décembre 1948 par l'Assemblée générale ont affirmé ce principe que les êtres humains, sans distinction, doivent jouir des droits de l'homme et des libertés fondamentales,

CONSIDÉRANT que l'Organisation des Nations Unies a, à plusieurs reprises, manifesté la profonde sollicitude qu'elle éprouve pour les réfugiés et qu'elle s'est préoccupée d'assurer à ceux-ci l'exercice le plus large possible des droits de l'homme et des libertés fondamentales,

CONSIDÉRANT qu'il est désirable de réviser et de codifier les accords internationaux antérieurs relatifs au statut des réfugiés et d'étendre l'application de ces instruments et la protection qu'ils constituent pour les réfugiés au moyen d'un nouvel accord,

CONSIDÉRANT qu'il peut résulter de l'octroi du droit d'asile des charges exceptionnellement lourdes pour certains pays et que la solution satisfaisante des problèmes dont l'Organisation des Nations Unies a reconnu la portée et le caractère internationaux, ne saurait, dans cette hypothèse, être obtenue sans une solidarité internationale,

EXPRIMANT le vœu que tous les Etats, reconnaissant le caractère social et humanitaire du problème des réfugiés, fassent tout ce qui est en leur pouvoir pour éviter que ce problème ne devienne une cause de tension entre Etats,

PRENANT ACTE de ce que le Haut Commissaire des Nations Unies pour les réfugiés a pour tâche de veiller à l'application des conventions internationales qui assurent la protection des réfugiés, et reconnaissant que la

¹ Texts as certified by the Secretary-General of the United Nations.

² TS 993; 59 Stat. 1031.

measures taken to deal with this problem will depend upon the co-operation of States with the High Commissioner,

HAVE AGREED as follows:

Chapter I GENERAL PROVISIONS

ARTICLE 1

Definition of the Term "Refugee"

A. For the purposes of the present Convention, the term "refugee" shall apply to any person who:

(1) Has been considered a refugee under the Arrangements of 12 May 1926 [¹] and 30 June 1928 [²] or under the Conventions of 28 October 1933 [³] and 10 February 1938, [⁴] the Protocol of 14 September 1938 [⁵] or the Constitution of the International Refugee Organization; [⁶]

Decisions of non-eligibility taken by the International Refugee Organization during the period of its activities shall not prevent the status of refugee being accorded to persons who fulfil the conditions of paragraph 2 of this section;

(2) As a result of events occurring before 1 January 1951 and owing to well-founded fear of being persecuted for reasons of race, religion, nationality, membership of a particular social group or political opinion, is outside the country of his nationality and is unable or, owing to such fear, is unwilling to avail himself of the protection of that country; or who, not having a nationality and being outside the country of his former habitual residence as a result of such events, is unable or, owing to such fear, is unwilling to return to it.

In the case of a person who has more than one nationality, the term "the country of his nationality" shall mean each of the countries of which he is a national, and a person shall not be deemed to be lacking the

coordination effective des mesures prises pour résoudre ce problème dépendra de la coopération des Etats avec le Haut Commissaire,

SONT CONVENUES des dispositions ci-après:

Chapitre I DISPOSITIONS GÉNÉRALES

ARTICLE PREMIER

Définition du terme « réfugié »

A. Aux fins de la présente Convention, le terme « réfugié » s'appliquera à toute personne:

1) Qui a été considérée comme réfugié en application des Arrangements du 12 mai 1926 et du 30 juin 1928, ou en application des Conventions du 28 octobre 1933 et du 10 février 1938 et du Protocole du 14 septembre 1938, ou encore en application de la Constitution de l'Organisation internationale pour les réfugiés;

Les décisions de non-éligibilité prises par l'Organisation internationale pour les réfugiés pendant la durée de son mandat ne font pas obstacle à ce que la qualité de réfugié soit accordée à des personnes qui remplissent les conditions prévues au paragraphe 2 de la présente section;

2) Qui, par suite d'événements survenus avant le premier janvier 1951 et craignant avec raison d'être persécuté du fait de sa race, de sa religion, de sa nationalité, de son appartenance à un certain groupe social ou de ses opinions politiques, se trouve hors du pays dont elle a la nationalité et qui ne peut ou, du fait de cette crainte, ne veut se réclamer de la protection de ce pays; ou qui, si elle n'a pas de nationalité et se trouve hors du pays dans lequel elle avait sa résidence habituelle à la suite de tels événements, ne peut ou, en raison de ladite crainte, ne veut y retourner.

Dans le cas d'une personne qui a plus d'une nationalité, l'expression « du pays dont elle a la nationalité » vise chacun des pays dont cette personne a la nationalité. Ne sera pas considérée comme privée de la protection du

^¹ 89 LNTS 47.

^² 89 LNTS 63.

^³ 159 LNTS 199.

^⁴ 192 LNTS 59.

^⁵ 198 LNTS 141.

^⁶ TIAS 1846; 62 Stat. (3) 3037.

protection of the country of his nationality if, without any valid reason based on well-founded fear, he has not availed himself of the protection of one of the countries of which he is a national.

B. (1) For the purposes of this Convention, the words "events occurring before 1 January 1951" in article 1, section A, shall be understood to mean either

- (a) "events occurring in Europe before 1 January 1951"; or
- (b) "events occurring in Europe or elsewhere before 1 January 1951";

and each Contracting State shall make a declaration at the time of signature, ratification or accession, specifying which of these meanings it applies for the purpose of its obligations under this Convention.

(2) Any Contracting State which has adopted alternative (a) may at any time extend its obligations by adopting alternative (b) by means of a notification addressed to the Secretary-General of the United Nations.

C. This Convention shall cease to apply to any person falling under the terms of section A if:

- (1) He has voluntarily re-availed himself of the protection of the country of his nationality; or
- (2) Having lost his nationality, he has voluntarily reacquired it; or
- (3) He has acquired a new nationality, and enjoys the protection of the country of his new nationality; or
- (4) He has voluntarily re-established himself in the country which he left or outside which he remained owing to fear of persecution; or
- (5) He can no longer, because the circumstances in connexion with which he has been recognized as a refugee have ceased to exist, continue to refuse to avail himself of the protection of the country of his nationality;

pays dont elle a la nationalité, toute personne qui, sans raison valable fondée sur une crainte justifiée, ne s'est pas réclamée de la protection de l'un des pays dont elle a la nationalité.

B. 1) Aux fins de la présente Convention, les mots « événements survenus avant le premier janvier 1951 » figurant à l'article 1, section A, pourront être compris dans le sens de soit

- a) « événements survenus avant le premier janvier 1951 en Europe»; soit
- b) « événements survenus avant le premier janvier 1951 en Europe ou ailleurs»;

et chaque Etat Contractant fera, au moment de la signature, de la ratification ou de l'adhésion, une déclaration précisant la portée qu'il entend donner à cette expression au point de vue des obligations assumées par lui en vertu de la présente Convention.

2) Tout Etat Contractant qui a adopté la formule a) pourra à tout moment étendre ses obligations en adoptant la formule b) par notification adressée au Secrétaire général des Nations Unies.

C. Cette Convention cessera, dans les cas ci-après, d'être applicable à toute personne visée par les dispositions de la section A ci-dessus:

- 1) Si elle s'est volontairement réclamée à nouveau de la protection du pays dont elle a la nationalité; ou
- 2) Si, ayant perdu sa nationalité, elle l'a volontairement recouvrée; ou
- 3) Si elle a acquis une nouvelle nationalité et jouit de la protection du pays dont elle a acquis la nationalité; ou
- 4) Si elle est retournée volontairement s'établir dans le pays qu'elle a quitté ou hors duquel elle est demeurée de crainte d'être persécutée; ou
- 5) Si, les circonstances à la suite desquelles elle a été reconnue comme réfugiée ayant cessé d'exister, elle ne peut plus continuer à refuser de se réclamer de la protection du pays dont elle a la nationalité;

Provided that this paragraph shall not apply to a refugee falling under section A (1) of this article who is able to invoke compelling reasons arising out of previous persecution for refusing to avail himself of the protection of the country of nationality;

(6) Being a person who has no nationality he is, because the circumstances in connexion with which he has been recognized as a refugee have ceased to exist, able to return to the country of his former habitual residence; .

Provided that this paragraph shall not apply to a refugee falling under section A (1) of this article who is able to invoke compelling reasons arising out of previous persecution for refusing to return to the country of his former habitual residence.

D. This Convention shall not apply to persons who are at present receiving from organs or agencies of the United Nations other than the United Nations High Commissioner for Refugees protection or assistance.

When such protection or assistance has ceased for any reason, without the position of such persons being definitively settled in accordance with the relevant resolutions adopted by the General Assembly of the United Nations, these persons shall *ipso facto* be entitled to the benefits of this Convention.

E. This Convention shall not apply to a person who is recognized by the competent authorities of the country in which he has taken residence as having the rights and obligations which are attached to the possession of the nationality of that country.

F. The provisions of this Convention shall not apply to any person with respect to whom there are serious reasons for considering that:

(a) he has committed a crime against peace, a war crime, or a crime against humanity, as defined in the international in-

Etant entendu, toutefois, que les dispositions du présent paragraphe ne s'appliqueront pas à tout réfugié visé au paragraphe 1 de la section A du présent article qui peut invoquer, pour refuser de se réclamer de la protection du pays dont il a la nationalité, des raisons impérieuses tenant à des persécutions antérieures;

6) S'agissant d'une personne qui n'a pas de nationalité, si, les circonstances à la suite desquelles elle a été reconnue comme réfugiée ayant cessé d'exister, elle est en mesure de retourner dans le pays dans lequel elle avait sa résidence habituelle;

Etant entendu, toutefois, que les dispositions du présent paragraphe ne s'appliqueront pas à tout réfugié visé au paragraphe 1 de la section A du présent article qui peut invoquer, pour refuser de retourner dans le pays dans lequel il avait sa résidence habituelle, des raisons impérieuses tenant à des persécutions antérieures.

D. Cette Convention ne sera pas applicable aux personnes qui bénéficient actuellement d'une protection ou d'une assistance de la part d'un organisme ou d'une institution des Nations Unies autre que le Haut Commissaire des Nations Unies pour les réfugiés.

Lorsque cette protection ou cette assistance aura cessé pour une raison quelconque, sans que le sort de ces personnes ait été définitivement réglé, conformément aux résolutions y relatives adoptées par l'Assemblée générale des Nations Unies, ces personnes bénéficieront de plein droit du régime de cette Convention.

E. Cette Convention ne sera pas applicable à une personne considérée par les autorités compétentes du pays dans lequel cette personne a établi sa résidence comme ayant les droits et les obligations attachés à la possession de la nationalité de ce pays.

F. Les dispositions de cette Convention ne seront pas applicables aux personnes dont on aura des raisons sérieuses de penser:

a) qu'elles ont commis un crime contre la paix, un crime de guerre ou un crime contre l'humanité, au sens des instru-

struments drawn up to make provision in respect of such crimes;

- (b) he has committed a serious non-political crime outside the country of refuge prior to his admission to that country as a refugee;
- (c) he has been guilty of acts contrary to the purposes and principles of the United Nations.

ARTICLE 2

General Obligations

Every refugee has duties to the country in which he finds himself, which require in particular that he conform to its laws and regulations as well as to measures taken for the maintenance of public order.

ARTICLE 3

Non-discrimination

The Contracting States shall apply the provisions of this Convention to refugees without discrimination as to race, religion or country of origin.

ARTICLE 4

Religion

The Contracting States shall accord to refugees within their territories treatment at least as favourable as that accorded to their nationals with respect to freedom to practice their religion and freedom as regards the religious education of their children.

ARTICLE 5

Rights granted apart from this Convention

Nothing in this Convention shall be deemed to impair any rights and benefits granted by a Contracting State to refugees apart from this Convention.

ments internationaux élaborés pour prévoir des dispositions relatives à ces crimes;

- b) qu'elles ont commis un crime grave de droit commun en dehors du pays d'accueil avant d'y être admises comme réfugiés;
- c) qu'elles se sont rendues coupables d'agissements contraires aux buts et aux principes des Nations Unies.

ARTICLE 2

Obligations générales

Tout réfugié a, à l'égard du pays où il se trouve, des devoirs qui comportent notamment l'obligation de se conformer aux lois et règlements ainsi qu'aux mesures prises pour le maintien de l'ordre public.

ARTICLE 3

Non-discrimination

Les Etats Contractants appliqueront les dispositions de cette Convention aux réfugiés sans discrimination quant à la race, la religion ou le pays d'origine.

ARTICLE 4

Religion

Les Etats Contractants accorderont aux réfugiés sur leur territoire un traitement au moins aussi favorable que celui accordé aux nationaux en ce qui concerne la liberté de pratiquer leur religion et en ce qui concerne la liberté d'instruction religieuse de leurs enfants.

ARTICLE 5

Droits accordés indépendamment de cette Convention

Aucune disposition de cette Convention ne porte atteinte aux autres droits et avantages accordés, indépendamment de cette Convention, aux réfugiés.

ARTICLE 6*The Term "in the same circumstances"*

For the purpose of this Convention, the term "in the same circumstances" implies that any requirements (including requirements as to length and conditions of sojourn or residence) which the particular individual would have to fulfil for the enjoyment of the right in question, if he were not a refugee, must be fulfilled by him, with the exception of requirements which by their nature a refugee is incapable of fulfilling.

ARTICLE 7*Exemption from Reciprocity*

1. Except where this Convention contains more favourable provisions, a Contracting State shall accord to refugees the same treatment as is accorded to aliens generally.
2. After a period of three years' residence, all refugees shall enjoy exemption from legislative reciprocity in the territory of the Contracting States.
3. Each Contracting State shall continue to accord to refugees the rights and benefits to which they were already entitled, in the absence of reciprocity, at the date of entry into force of this Convention for that State.
4. The Contracting States shall consider favourably the possibility of according to refugees, in the absence of reciprocity, rights and benefits beyond those to which they are entitled according to paragraphs 2 and 3, and to extending exemption from reciprocity to refugees who do not fulfil the conditions provided for in paragraphs 2 and 3.
5. The provisions of paragraphs 2 and 3 apply both to the rights and benefits referred to in articles 13, 18, 19, 21 and 22 of this Convention and to rights and benefits for which this Convention does not provide.

ARTICLE 6*L'expression « dans les mêmes circonstances »*

Aux fins de cette Convention, les termes « dans les mêmes circonstances » impliquent que toutes les conditions (et notamment celles qui ont trait à la durée et aux conditions de séjour ou de résidence) que l'intéressé devrait remplir, pour pouvoir exercer le droit en question, s'il n'était pas un réfugié, doivent être remplies par lui à l'exception des conditions qui, en raison de leur nature, ne peuvent être remplies par un réfugié.

ARTICLE 7*Dispense de reciprocité*

1. Sous réserve des dispositions plus favorables prévues par cette Convention, tout Etat Contractant accordera aux réfugiés le régime qu'il accorde aux étrangers en général.
2. Après un délai de résidence de trois ans, tous les réfugiés bénéficieront, sur le territoire des Etats Contractants, de la dispense de reciprocité législative.
3. Tout Etat Contractant continuera à accorder aux réfugiés les droits et avantages auxquels ils pouvaient déjà prétendre, en l'absence de reciprocité, à la date d'entrée en vigueur de cette Convention pour ledit Etat.
4. Les Etats Contractants envisageront avec bienveillance la possibilité d'accorder aux réfugiés, en l'absence de reciprocité, des droits et des avantages autres que ceux auxquels ils peuvent prétendre en vertu des paragraphes 2 et 3 ainsi que la possibilité de faire bénéficier de la dispense de reciprocité des réfugiés qui ne remplissent pas les conditions visées aux paragraphes 2 et 3.
5. Les dispositions des paragraphes 2 et 3 ci-dessus s'appliquent aussi bien aux droits et avantages visés aux articles 13, 18, 19, 21 et 22 de cette Convention qu'aux droits et avantages qui ne sont pas prévus par elle.

ARTICLE 8*Exemption from Exceptional Measures*

With regard to exceptional measures which may be taken against the person, property or interests of nationals of a foreign State, the Contracting States shall not apply such measures to a refugee who is formally a national of the said State solely on account of such nationality. Contracting States which, under their legislation, are prevented from applying the general principle expressed in this article, shall, in appropriate cases, grant exemptions in favour of such refugees.

ARTICLE 9*Provisional Measures*

Nothing in this Convention shall prevent a Contracting State, in time of war or other grave and exceptional circumstances, from taking provisionally measures which it considers to be essential to the national security in the case of a particular person, pending a determination by the Contracting State that that person is in fact a refugee and that the continuance of such measures is necessary in his case in the interests of national security.

ARTICLE 10*Continuity of Residence*

1. Where a refugee has been forcibly displaced during the Second World War and removed to the territory of a Contracting State, and is resident there, the period of such enforced sojourn shall be considered to have been lawful residence within that territory.
2. Where a refugee has been forcibly displaced during the Second World War from the territory of a Contracting State and has, prior to the date of entry into force of this Convention, returned there for the purpose of taking up residence, the period of residence before and after such enforced displacement shall be regarded as one uninterrupted period for any purposes for which uninterrupted residence is required.

ARTICLE 8*Dispense de mesures exceptionnelles*

En ce qui concerne les mesures exceptionnelles qui peuvent être prises contre la personne, les biens ou les intérêts des ressortissants d'un Etat déterminé, les Etats Contractants n'appliqueront pas ces mesures à un réfugié ressortissant formellement dudit Etat uniquement en raison de sa nationalité. Les Etats Contractants qui, de par leur législation, ne peuvent appliquer le principe général consacré dans cet article accorderont dans des cas appropriés des dispenses en faveur de tels réfugiés.

ARTICLE 9*Mesures provisoires*

Aucune des dispositions de la présente Convention n'a pour effet d'empêcher un Etat Contractant, en temps de guerre ou dans d'autres circonstances graves et exceptionnelles, de prendre provisoirement, à l'égard d'une personne déterminée, les mesures que cet Etat estime indispensables à la sécurité nationale, en attendant qu'il soit établi par ledit Etat Contractant que cette personne est effectivement un réfugié et que le maintien desdites mesures est nécessaire à son égard dans l'intérêt de sa sécurité nationale.

ARTICLE 10*Continuité de résidence*

1. Lorsqu'un réfugié a été déporté au cours de la deuxième guerre mondiale et transporté sur le territoire de l'un des Etats Contractants et y réside, la durée de ce séjour forcé comptera comme résidence régulière sur ce territoire.

2. Lorsqu'un réfugié a été déporté du territoire d'un Etat Contractant au cours de la deuxième guerre mondiale et y est retourné avant l'entrée en vigueur de cette Convention pour y établir sa résidence, la période qui précède et celle qui suit cette déportation seront considérées, à toutes les fins pour lesquelles une résidence ininterrompue est nécessaire, comme ne constituant qu'une seule période ininterrompue.

ARTICLE 11*Refugee Seamen*

In the case of refugees regularly serving as crew members on board a ship flying the flag of a Contracting State, that State shall give sympathetic consideration to their establishment on its territory and the issue of travel documents to them or their temporary admission to its territory particularly with a view to facilitating their establishment in another country.

Chapter II**JURIDICAL STATUS****ARTICLE 12***Personal Status*

1. The personal status of a refugee shall be governed by the law of the country of his domicile or, if he has no domicile, by the law of the country of his residence.
2. Rights previously acquired by a refugee and dependent on personal status, more particularly rights attaching to marriage, shall be respected by a Contracting State, subject to compliance, if this be necessary, with the formalities required by the law of that State, provided that the right in question is one which would have been recognized by the law of that State had he not become a refugee.

ARTICLE 13*Movable and Immovable Property*

The Contracting States shall accord to a refugee treatment as favourable as possible and, in any event, not less favourable than that accorded to aliens generally in the same circumstances, as regards the acquisition of movable and immovable property and other rights pertaining thereto, and to leases and other contracts relating to movable and immovable property.

ARTICLE 11*Gens de mer réfugiés*

Dans le cas de réfugiés régulièrement employés comme membres de l'équipage à bord d'un navire battant pavillon d'un Etat Contractant, cet Etat examinera avec bienveillance la possibilité d'autoriser lesdits réfugiés à s'établir sur son territoire et de leur délivrer des titres de voyage ou de les admettre à titre temporaire sur son territoire, afin, notamment, de faciliter leur établissement dans un autre pays.

Chapitre II**CONDITION JURIDIQUE****ARTICLE 12***Statut personnel*

1. Le statut personnel de tout réfugié sera régi par la loi du pays de son domicile ou, à défaut de domicile, par la loi du pays de sa résidence.
2. Les droits, précédemment acquis par le réfugié et découlant du statut personnel, et notamment ceux qui résultent du mariage, seront respectés par tout Etat Contractant, sous réserve, le cas échéant, de l'accomplissement des formalités prévues par la législation dudit Etat, étant entendu, toutefois, que le droit en cause doit être de ceux qui auraient été reconnus par la législation dudit Etat si l'intéressé n'était devenu un réfugié.

ARTICLE 13*Propriété mobilière et immobilière*

Les Etats Contractants accorderont à tout réfugié un traitement aussi favorable que possible et de toute façon un traitement qui ne soit pas moins favorable que celui qui est accordé, dans les mêmes circonstances, aux étrangers en général en ce qui concerne l'acquisition de la propriété mobilière et immobilière et autres droits s'y rapportant, le louage et les autres contrats relatifs à la propriété mobilière et immobilière.

ARTICLE 14

Artistic Rights and Industrial Property

In respect of the protection of industrial property, such as inventions, designs or models, trade marks, trade names, and of rights in literary, artistic and scientific works, a refugee shall be accorded in the country in which he has his habitual residence the same protection as is accorded to nationals of that country. In the territory of any other Contracting State, he shall be accorded the same protection as is accorded in that territory to nationals of the country in which he has his habitual residence.

ARTICLE 15

Right of Association

As regards non-political and non-profit-making associations and trade unions the Contracting States shall accord to refugees lawfully staying in their territory the most favourable treatment accorded to nationals of a foreign country, in the same circumstances.

ARTICLE 16

Access to Courts

1. A refugee shall have free access to the courts of law on the territory of all Contracting States.
2. A refugee shall enjoy in the Contracting State in which he has his habitual residence the same treatment as a national in matters pertaining to access to the Courts, including legal assistance and exemption from *cautio judicatum solvi*.
3. A refugee shall be accorded in the matters referred to in paragraph 2 in countries other than that in which he has his habitual residence the treatment granted to a national of the country of his habitual residence.

ARTICLE 14

Propriété intellectuelle et industrielle

En matière de protection de la propriété industrielle, notamment d'inventions, dessins, modèles, marques de fabrique, nom commercial, et en matière de protection de la propriété littéraire, artistique et scientifique, tout réfugié bénéficiera dans le pays où il a sa résidence habituelle de la protection qui est accordée aux nationaux dudit pays. Dans le territoire de l'un quelconque des autres Etats Contractants, il bénéficiera de la protection qui est accordée dans ledit territoire aux nationaux du pays dans lequel il a sa résidence habituelle.

ARTICLE 15

Droits d'association

Les Etats Contractants accorderont aux réfugiés qui résident régulièrement sur leur territoire, en ce qui concerne les associations à but non politique et non lucratif et les syndicats professionnels, le traitement le plus favorable accordé aux ressortissants d'un pays étranger, dans les mêmes circonstances.

ARTICLE 16

Droit d'accès en justice

1. Tout réfugié aura, sur le territoire des Etats Contractants, libre et facile accès devant les tribunaux.
2. Dans l'Etat Contractant où il a sa résidence habituelle, tout réfugié jouira du même traitement qu'un ressortissant en ce qui concerne l'accès aux tribunaux, y compris l'assistance judiciaire et l'exemption de la caution *judicatum solvi*.
3. Dans les Etats Contractants autres que celui où il a sa résidence habituelle, et en ce qui concerne les questions visées au paragraphe 2, tout réfugié jouira du même traitement qu'un national du pays dans lequel il a sa résidence habituelle..

Chapter III

GAINFUL EMPLOYMENT

ARTICLE 17

Wage-earning Employment

1. The Contracting States shall accord to refugees lawfully staying in their territory the most favourable treatment accorded to nationals of a foreign country in the same circumstances, as regards the right to engage in wage-earning employment.

2. In any case, restrictive measures imposed on aliens or the employment of aliens for the protection of the national labour market shall not be applied to a refugee who was already exempt from them at the date of entry into force of this Convention for the Contracting State concerned, or who fulfils one of the following conditions:

- (a) He has completed three years' residence in the country.
- (b) He has a spouse possessing the nationality of the country of residence. A refugee may not invoke the benefit of this provision if he has abandoned his spouse;
- (c) He has one or more children possessing the nationality of the country of residence.

3. The Contracting States shall give sympathetic consideration to assimilating the rights of all refugees with regard to wage-earning employment to those of nationals, and in particular of those refugees who have entered their territory pursuant to programmes of labour recruitment or under immigration schemes.

ARTICLE 18

Self-employment

The Contracting States shall accord to a refugee lawfully in their territory treatment as favourable as possible and, in any event, not less favourable than that accorded to aliens generally in the same circumstances, as

Chapitre III

EMPLOIS LUCRATIFS

ARTICLE 17

Professions salariées

1. Les Etats Contractants accorderont à tout réfugié résidant régulièrement sur leur territoire le traitement le plus favorable accordé, dans les mêmes circonstances, aux ressortissants d'un pays étranger en ce qui concerne l'exercice d'une activité professionnelle salariée.

2. En tout cas, les mesures restrictives imposées aux étrangers ou à l'emploi d'étrangers pour la protection du marché national du travail ne seront pas applicables aux réfugiés qui en étaient déjà dispensés à la date de l'entrée en vigueur de cette Convention par l'Etat Contractant intéressé, ou qui remplissent l'une des conditions suivantes:

- a) compter trois ans de résidence dans le pays;
- b) avoir pour conjoint une personne possédant la nationalité du pays de résidence. Un réfugié ne pourrait invoquer le bénéfice de cette disposition au cas où il aurait abandonné son conjoint;
- c) avoir un ou plusieurs enfants possédant la nationalité du pays de résidence.

3. Les Etats Contractants envisageront avec bienveillance l'adoption de mesures tendant à assimiler les droits de tous les réfugiés en ce qui concerne l'exercice des professions salariées à ceux de leurs nationaux et ce, notamment pour les réfugiés qui sont entrés sur leur territoire en application d'un programme de recrutement de la main-d'œuvre ou d'un plan d'immigration.

ARTICLE 18

Professions non salariées

Les Etats Contractants accorderont aux réfugiés se trouvant régulièrement sur leur territoire le traitement aussi favorable que possible et en tout cas un traitement non moins favorable que celui accordé dans les mêmes

regards the right to engage on his own account in agriculture, industry, handicrafts and commerce and to establish commercial and industrial companies.

ARTICLE 19

Liberal Professions

1. Each Contracting State shall accord to refugees lawfully staying in their territory who hold diplomas recognized by the competent authorities of that State, and who are desirous of practising a liberal profession, treatment as favourable as possible and, in any event, not less favourable than that accorded to aliens generally in the same circumstances.
2. The Contracting States shall use their best endeavours consistently with their laws and constitutions to secure the settlement of such refugees in the territories, other than the metropolitan territory, for whose international relations they are responsible.

Chapter IV

WELFARE

ARTICLE 20

Rationing

Where a rationing system exists, which applies to the population at large and regulates the general distribution of products in short supply, refugees shall be accorded the same treatment as nationals.

ARTICLE 21

Housing

As regards housing, the Contracting States, in so far as the matter is regulated by laws or regulations or is subject to the control of public authorities, shall accord to refugees lawfully staying in their territory treatment as favourable as possible and, in any event, not less favourable than that accorded to aliens generally in the same circumstances.

circonstances aux étrangers en général, en ce qui concerne l'exercice d'une profession non salariée dans l'agriculture, l'industrie, l'artisanat et le commerce, ainsi que la création de sociétés commerciales et industrielles.

ARTICLE 19

Professions libérales

1. Tout Etat Contractant accordera aux réfugiés résidant régulièrement sur leur territoire, qui sont titulaires de diplômes reconnus par les autorités compétentes dudit Etat et qui sont désireux d'exercer une profession libérale, un traitement aussi favorable que possible et en tout cas un traitement non moins favorable que celui accordé, dans les mêmes circonstances, aux étrangers en général.

2. Les Etats Contractants feront tout ce qui est en leur pouvoir, conformément à leurs lois et constitutions, pour assurer l'installation de tels réfugiés dans les territoires, autres que le territoire métropolitain, dont ils assument la responsabilité des relations internationales.

Chapitre IV

BIEN-ÊTRE

ARTICLE 20

Rationnement

Dans le cas où il existe un système de rationnement auquel est soumise la population dans son ensemble et qui réglemente la répartition générale de produits dont il y a pénurie, les réfugiés seront traités comme les nationaux.

ARTICLE 21

Logement

En ce qui concerne le logement, les Etats Contractants accorderont, dans la mesure où cette question tombe sous le coup des lois et règlements ou est soumise au contrôle des autorités publiques, aux réfugiés résidant régulièrement sur leur territoire un traitement aussi favorable que possible; ce traitement ne saurait être, en tout cas, moins favorable que celui qui est accordé, dans les mêmes circonstances, aux étrangers en général.

ARTICLE 22*Public Education*

1. The Contracting States shall accord to refugees the same treatment as is accorded to nationals with respect to elementary education.
2. The Contracting States shall accord to refugees treatment as favourable as possible, and, in any event, not less favourable than that accorded to aliens generally in the same circumstances, with respect to education other than elementary education and, in particular, as regards access to studies, the recognition of foreign school certificates, diplomas and degrees, the remission of fees and charges and the award of scholarships.

ARTICLE 23*Public Relief*

The Contracting States shall accord to refugees lawfully staying in their territory the same treatment with respect to public relief and assistance as is accorded to their nationals.

ARTICLE 24*Labour Legislation and Social Security*

1. The Contracting States shall accord to refugees lawfully staying in their territory the same treatment as is accorded to nationals in respect of the following matters:

- (a) In so far as such matters are governed by laws or regulations or are subject to the control of administrative authorities: remuneration, including family allowances where these form part of remuneration, hours of work, overtime arrangements, holidays with pay, restrictions on home work, minimum age of employment, apprenticeship and training, women's work and the work of young persons, and the enjoyment of the benefits of collective bargaining;

ARTICLE 22*Education publique*

1. Les Etats Contractants accorderont aux réfugiés le même traitement qu'aux nationaux en ce qui concerne l'enseignement primaire.
2. Les Etats Contractants accorderont aux réfugiés un traitement aussi favorable que possible, et en tout cas non moins favorable que celui qui est accordé aux étrangers en général dans les mêmes circonstances quant aux catégories d'enseignement autre que l'enseignement primaire et notamment en ce qui concerne l'accès aux études, la reconnaissance de certificats d'études, de diplômes et de titres universitaires délivrés à l'étranger, la remise des droits et taxes et l'attribution de bourses d'études.

ARTICLE 23*Assistance publique*

Les Etats Contractants accorderont aux réfugiés résidant régulièrement sur leur territoire le même traitement en matière d'assistance et de secours publics qu'à leurs nationaux.

ARTICLE 24*Législation du travail et sécurité sociale*

1. Les Etats Contractants accorderont aux réfugiés résidant régulièrement sur leur territoire le même traitement qu'aux nationaux en ce qui concerne les matières suivantes:

- a) Dans la mesure où ces questions sont réglementées par la législation ou dépendent des autorités administratives: la rémunération, y compris les allocations familiales lorsque ces allocations font partie de la rémunération, la durée du travail, les heures supplémentaires, les congés payés, les restrictions au travail à domicile, l'âge d'admission à l'emploi, l'apprentissage et la formation professionnelle, le travail des femmes et des adolescents et la jouissance des avantages offerts par les conventions collectives;

- (b) Social security (legal provisions in respect of employment injury, occupational diseases, maternity, sickness, disability, old age, death, unemployment, family responsibilities and any other contingency which, according to national laws or regulations, is covered by a social security scheme), subject to the following limitations:
- (i) There may be appropriate arrangements for the maintenance of acquired rights and rights in course of acquisition;
 - (ii) National laws or regulations of the country of residence may prescribe special arrangements concerning benefits or portions of benefits which are payable wholly out of public funds, and concerning allowances paid to persons who do not fulfil the contribution conditions prescribed for the award of a normal pension.
2. The right to compensation for the death of a refugee resulting from employment injury or from occupational disease shall not be affected by the fact that the residence of the beneficiary is outside the territory of the Contracting State.
3. The Contracting States shall extend to refugees the benefits of agreements concluded between them, or which may be concluded between them in the future, concerning the maintenance of acquired rights and rights in the process of acquisition in regard to social security, subject only to the conditions which apply to nationals of the States signatory to the agreements in question.
4. The Contracting States will give sympathetic consideration to extending to refugees so far as possible the benefits of similar agreements which may at any time be in force between such Contracting States and non-contracting States.
- b) La sécurité sociale (les dispositions légales relatives aux accidents du travail, aux maladies professionnelles, à la maternité, à la maladie, à l'invalidité, à la vieillesse et au décès, au chômage, aux charges de famille, ainsi qu'à tout autre risque qui, conformément à la législation nationale, est couvert par un système de sécurité sociale), sous réserve:
- i) Des arrangements appropriés visant le maintien des droits acquis et des droits en cours d'acquisition;
 - ii) Des dispositions particulières prescrites par la législation nationale du pays de résidence et visant les prestations ou fractions de prestations payables exclusivement sur les fonds publics, ainsi que les allocations versées aux personnes qui ne réunissent pas les conditions de cotisation exigées pour l'attribution d'une pension normale.
2. Les droits à prestation ouverte par le décès d'un réfugié survenu du fait d'un accident du travail ou d'une maladie professionnelle ne seront pas affectés par le fait que l'ayant droit réside en dehors du territoire de l'Etat Contractant.
3. Les Etats Contractants étendront aux réfugiés le bénéfice des accords qu'ils ont conclus ou viendront à conclure entre eux, concernant le maintien des droits acquis ou en cours d'acquisition en matière de sécurité sociale, pour autant que les réfugiés réunissent les conditions prévues pour les nationaux des Pays signataires des accords en question.
4. Les Etats Contractants examineront avec bienveillance la possibilité d'étendre, dans toute la mesure du possible, aux réfugiés, le bénéfice d'accords similaires qui sont ou seront en vigueur entre ces Etats Contractants et des Etats non contractants.

Chapter V

ADMINISTRATIVE MEASURES

ARTICLE 25

Administrative Assistance

1. When the exercise of a right by a refugee would normally require the assistance of authorities of a foreign country to whom he cannot have recourse, the Contracting States in whose territory he is residing shall arrange that such assistance be afforded to him by their own authorities or by an international authority.
2. The authority or authorities mentioned in paragraph 1 shall deliver or cause to be delivered under their supervision to refugees such documents or certifications as would normally be delivered to aliens by or through their national authorities.
3. Documents or certifications so delivered shall stand in the stead of the official instruments delivered to aliens by or through their national authorities, and shall be given credence in the absence of proof to the contrary.
4. Subject to such exceptional treatment as may be granted to indigent persons, fees may be charged for the services mentioned herein, but such fees shall be moderate and commensurate with those charged to nationals for similar services.
5. The provisions of this article shall be without prejudice to articles 27 and 28.

ARTICLE 26

Freedom of Movement

Each Contracting State shall accord to refugees lawfully in its territory the right to choose their place of residence and to move freely within its territory, subject to any regulations applicable to aliens generally in the same circumstances.

Chapitre V

MESURES ADMINISTRATIVES

ARTICLE 25

Aide administrative

1. Lorsque l'exercice d'un droit par un réfugié nécessiterait normalement le concours d'autorités étrangères auxquelles il ne peut recourir, les Etats Contractants sur le territoire desquels il réside veilleront à ce que ce concours lui soit fourni soit par leurs propres autorités, soit par une autorité internationale.
2. La ou les autorités visées au paragraphe 1 délivreront ou feront délivrer, sous leur contrôle, aux réfugiés, les documents ou certificats qui normalement seraient délivrés à un étranger par ses autorités nationales ou par leur intermédiaire.
3. Les documents ou certificats ainsi délivrés remplaceront les actes officiels délivrés à des étrangers par leurs autorités nationales ou par leur intermédiaire, et feront foi jusqu'à preuve du contraire.
4. Sous réserve des exceptions qui pourraient être admises en faveur des indigents, les services mentionnés dans le présent article pourront être rétribués; mais ces rétributions seront modérées et en rapport avec les perceptions opérées sur les nationaux à l'occasion de services analogues.
5. Les dispositions de cet article n'affectent en rien les articles 27 et 28.

ARTICLE 26

Liberté de circulation

Tout Etat Contractant accordera aux réfugiés se trouvant régulièrement sur son territoire le droit d'y choisir leur lieu de résidence et d'y circuler librement sous les réserves instituées par la réglementation applicable aux étrangers en général dans les mêmes circonstances.

ARTICLE 27*Identity Papers*

The Contracting States shall issue identity papers to any refugee in their territory who does not possess a valid travel document.

ARTICLE 28*Travel Documents*

1. The Contracting States shall issue to refugees lawfully staying in their territory travel documents for the purpose of travel outside their territory, unless compelling reasons of national security or public order otherwise require, and the provisions of the Schedule to this Convention shall apply with respect to such documents. The Contracting States may issue such a travel document to any other refugee in their territory; they shall in particular give sympathetic consideration to the issue of such a travel document to refugees in their territory who are unable to obtain a travel document from the country of their lawful residence.

2. Travel documents issued to refugees under previous international agreements by parties thereto shall be recognized and treated by the Contracting States in the same way as if they had been issued pursuant to this article.

ARTICLE 29*Fiscal Charges*

1. The Contracting States shall not impose upon refugees duties, charges or taxes, of any description whatsoever, other or higher than those which are or may be levied on their nationals in similar situations.

2. Nothing in the above paragraph shall prevent the application to refugees of the laws and regulations concerning charges in respect of the issue to aliens of administrative documents including identity papers.

ARTICLE 27*Pièces d'identité*

Les Etats Contractants délivreront des pièces d'identité à tout réfugié se trouvant sur leur territoire et qui ne possède pas un titre de voyage valable.

ARTICLE 28*Titres de voyage*

1. Les Etats Contractants délivreront aux réfugiés résidant régulièrement sur leur territoire, des titres de voyage destinés à leur permettre de voyager hors de ce territoire à moins que des raisons impérieuses de sécurité nationale ou d'ordre public ne s'y opposent; les dispositions de l'Annexe à cette Convention s'appliqueront à ces documents. Les Etats Contractants pourront délivrer un tel titre de voyage à tout autre réfugié se trouvant sur leur territoire; ils accorderont une attention particulière aux cas de réfugiés se trouvant sur leur territoire et qui ne sont pas en mesure d'obtenir un titre de voyage du pays de leur résidence régulière.

2. Les documents de voyage délivrés aux termes d'accords internationaux antérieurs par les Parties à ces accords seront reconnus par les Etats Contractants, et traités comme s'ils avaient été délivrés aux réfugiés en vertu du présent article.

ARTICLE 29*Charges fiscales*

1. Les Etats Contractants n'assujettiront pas les réfugiés à des droits, taxes, impôts, sous quelque dénomination que ce soit, autres ou plus élevés que ceux qui sont ou qui seront perçus sur leurs nationaux dans des situations analogues.

2. Les dispositions du paragraphe précédent ne s'opposent pas à l'application aux réfugiés des dispositions des lois et règlements concernant les taxes afférentes à la délivrance aux étrangers de documents administratifs, pièces d'identité y comprises.

ARTICLE 30*Transfer of Assets*

1. A Contracting State shall, in conformity with its laws and regulations, permit refugees to transfer assets which they have brought into its territory, to another country where they have been admitted for the purposes of resettlement.
2. A Contracting State shall give sympathetic consideration to the application of refugees for permission to transfer assets wherever they may be and which are necessary for their resettlement in another country to which they have been admitted.

ARTICLE 31*Refugees unlawfully in the Country of Refuge*

1. The Contracting States shall not impose penalties, on account of their illegal entry or presence, on refugees who, coming directly from a territory where their life or freedom was threatened in the sense of article 1, enter or are present in their territory without authorization, provided they present themselves without delay to the authorities and show good cause for their illegal entry or presence.
2. The Contracting States shall not apply to the movements of such refugees restrictions other than those which are necessary and such restrictions shall only be applied until their status in the country is regularized or they obtain admission into another country. The Contracting States shall allow such refugees a reasonable period and all the necessary facilities to obtain admission into another country.

ARTICLE 32*Expulsion*

1. The Contracting States shall not expel a refugee lawfully in their territory save on grounds of national security or public order.

ARTICLE 30*Transfer des avoirs*

1. Tout Etat Contractant permettra aux réfugiés, conformément aux lois et règlements de leur pays, de transférer les avoirs qu'ils ont fait entrer sur son territoire, dans le territoire d'un autre pays où ils ont été admis afin de s'y réinstaller.
2. Tout Etat Contractant accordera sa bienveillante attention aux demandes présentées par des réfugiés qui désirent obtenir l'autorisation de transférer tous autres avoirs nécessaires à leur réinstallation dans un autre pays où ils ont été admis afin de s'y réinstaller.

ARTICLE 31*Réfugiés en situation irrégulière
dans le pays d'accueil*

1. Les Etats Contractants n'appliqueront pas de sanctions pénales, du fait de leur entrée ou de leur séjour irréguliers, aux réfugiés qui, arrivant directement du territoire où leur vie ou leur liberté était menacée au sens prévu par l'article premier, entrent ou se trouvent sur leur territoire sans autorisation, sous la réserve qu'ils se présentent sans délai aux autorités et leur exposent des raisons reconnues valables de leur entrée ou présence irrégulières.
2. Les Etats Contractants n'appliqueront aux déplacements de ces réfugiés d'autres restrictions que celles qui sont nécessaires; ces restrictions seront appliquées seulement en attendant que le statut de ces réfugiés dans le pays d'accueil ait été régularisé ou qu'ils aient réussi à se faire admettre dans un autre pays. En vue de cette dernière admission les Etats Contractants accorderont à ces réfugiés un délai raisonnable ainsi que toutes facilités nécessaires.

ARTICLE 32*Expulsion*

1. Les Etats Contractants n'expulseront un réfugié se trouvant régulièrement sur leur territoire que pour des raisons de sécurité nationale ou d'ordre public.

2. The expulsion of such a refugee shall be only in pursuance of a decision reached in accordance with due process of law. Except where compelling reasons of national security otherwise require, the refugee shall be allowed to submit evidence to clear himself, and to appeal to and be represented for the purpose before competent authority or a person or persons specially designated by the competent authority.

3. The Contracting States shall allow such a refugee a reasonable period within which to seek legal admission into another country. The Contracting States reserve the right to apply during that period such internal measures as they may deem necessary.

ARTICLE 33

Prohibition of Expulsion or Return ("Refoulement")

1. No Contracting State shall expel or return ("refoulér") a refugee in any manner whatsoever to the frontiers of territories where his life or freedom would be threatened on account of his race, religion, nationality, membership of a particular social group or political opinion.

2. The benefit of the present provision may not, however, be claimed by a refugee whom there are reasonable grounds for regarding as a danger to the security of the country in which he is, or who, having been convicted by a final judgment of a particularly serious crime, constitutes a danger to the community of that country.

ARTICLE 34

Naturalization

The Contracting States shall as far as possible facilitate the assimilation and naturalization of refugees. They shall in particular make every effort to expedite naturalization proceedings and to reduce as far as possible the charges and costs of such proceedings.

2. L'expulsion de ce réfugié n'aura lieu qu'en exécution d'une décision rendue conformément à la procédure prévue par la loi. Le réfugié devra, sauf si des raisons impérieuses de sécurité nationale s'y opposent, être admis à fournir des preuves tendant à le disculper, à présenter un recours et à se faire représenter à cet effet devant une autorité compétente ou devant uno ou plusieurs personnes spécialement désignées par l'autorité compétente.

3. Les Etats Contractants accorderont à un tel réfugié un délai raisonnable pour lui permettre de chercher à se faire admettre régulièrement dans un autre pays. Les Etats Contractants peuvent appliquer, pendant ce délai, telle mesure d'ordre interne qu'ils jugeront opportune.

ARTICLE 33

Défense d'expulsion et de refoulement

1. Aucun des Etats Contractants n'expulsera ou ne refoulera, de quelque manière que ce soit, un réfugié sur les frontières des territoires où sa vie ou sa liberté serait menacée en raison de sa race, de sa religion, de sa nationalité, de son appartenance à un certain groupe social ou de ses opinions politiques.

2. Le bénéfice de la présente disposition ne pourra toutefois être invoqué par un réfugié qu'il y aura des raisons sérieuses de considérer comme un danger pour la sécurité du pays où il se trouve ou qui, ayant été l'objet d'une condamnation définitive pour un crime ou délit particulièrement grave, constitue une menace pour la communauté dudit pays.

ARTICLE 34

Naturalisation

Les Etats Contractants faciliteront, dans toute la mesure du possible, l'assimilation et la naturalisation des réfugiés. Ils s'efforceront notamment d'accélérer la procédure de naturalisation et de réduire, dans toute la mesure du possible, les taxes et les frais de cette procédure.

Chapter VI**EXECUTORY AND TRANSITORY PROVISIONS****ARTICLE 35***Co-operation of the National Authorities with the United Nations*

1. The Contracting States undertake to co-operate with the Office of the United Nations High Commissioner for Refugees, or any other agency of the United Nations which may succeed it, in the exercise of its functions, and shall in particular facilitate its duty of supervising the application of the provisions of this Convention.

2. In order to enable the Office of the High Commissioner or any other agency of the United Nations which may succeed it, to make reports to the competent organs of the United Nations, the Contracting States undertake to provide them in the appropriate form with information and statistical data requested concerning:

- (a) the condition of refugees,
- (b) the implementation of this Convention, and
- (c) laws, regulations and decrees which are, or may hereafter be, in force relating to refugees.

ARTICLE 36*Information on National Legislation*

The Contracting States shall communicate to the Secretary-General of the United Nations the laws and regulations which they may adopt to ensure the application of this Convention.

ARTICLE 37*Relation to Previous Conventions*

Without prejudice to article 28, paragraph 2, of this Convention, this Convention replaces, as between parties to it, the Arrangements of 5 July 1922,⁽¹⁾ 31 May 1924,¹² May

Chapitre VI**DISPOSITIONS EXÉCUTOIRES ET TRANSITOIRES****ARTICLE 35***Coopération des autorités nationales avec les Nations Unies*

1. Les Etats Contractants s'engagent à coopérer avec le Haut Commissariat des Nations Unies pour les réfugiés, ou toute autre institution des Nations Unies qui lui succéderait, dans l'exercice de ses fonctions et en particulier à faciliter sa tâche de surveillance de l'application des dispositions de cette Convention.

2. Afin de permettre au Haut Commissariat ou à toute autre institution des Nations Unies qui lui succéderait de présenter des rapports aux organes compétents des Nations Unies, les Etats Contractants s'engagent à leur fournir dans la forme appropriée les informations et les données statistiques demandées relatives:

- a) au statut des réfugiés,
- b) à la mise en œuvre de cette Convention, et
- c) aux lois, règlements et décrets, qui sont ou entreront en vigueur en ce qui concerne les réfugiés.

ARTICLE 36*Renseignements portant sur les lois et règlements nationaux*

Les Etats Contractants communiqueront au Secrétaire général des Nations Unies le texte des lois et des règlements qu'ils pourront promulguer pour assurer l'application de cette Convention.

ARTICLE 37*Relations avec les conventions antérieures*

Sans préjudice des dispositions du paragraphe 2 de l'article 28, cette Convention remplace, entre les Parties à la Convention, les accords des 5 juillet 1922, 31 mai

¹ 13 LNTS 237.

1920, 30 June 1928 and 30 July 1935, the Conventions of 28 October 1933 and 10 February 1938, the Protocol of 14 September 1939 and the Agreement of 15 October 1946.^[1]

Chapter VII FINAL CLAUSES

ARTICLE 38

Settlement of Disputes

Any dispute between parties to this Convention relating to its interpretation or application, which cannot be settled by other means, shall be referred to the International Court of Justice at the request of any one of the parties to the dispute.

ARTICLE 39

Signature, Ratification and Accession

1. This Convention shall be opened for signature at Geneva on 28 July 1951 and shall thereafter be deposited with the Secretary-General of the United Nations. It shall be open for signature at the European Office of the United Nations from 28 July to 31 August 1951 and shall be re-opened for signature at the Headquarters of the United Nations from 17 September 1951 to 31 December 1952.
2. This Convention shall be open for signature on behalf of all States Members of the United Nations, and also on behalf of any other State invited to attend the Conference of Plenipotentiaries on the Status of Refugees and Stateless Persons or to which an invitation to sign will have been addressed by the General Assembly. It shall be ratified and the instruments of ratification shall be deposited with the Secretary-General of the United Nations.
3. This Convention shall be open from 28 July 1951 for accession by the States referred to in paragraph 2 of this article. Accession shall be effected by the deposit of an instrument of accession with the Secretary-General of the United Nations.

1924, 12 mai 1926, 30 juin 1928 et 30 juillet 1935, ainsi que les Conventions des 28 octobre 1933, 10 février 1938, le Protocole du 14 septembre 1939 et l'Accord du 15 octobre 1946.

Chapitre VII CLAUSES FINALES

ARTICLE 38

Règlement des différends

Tout différend entre les Parties à cette Convention relatif à son interprétation ou à son application, qui n'aura pu être réglé par d'autres moyens, sera soumis à la Cour internationale de Justice à la demande de l'une des Parties au différend.

ARTICLE 39

Signature, ratification et adhésion

1. Cette Convention sera ouverte à la signature à Genève le 28 juillet 1951 et, après cette date, déposée auprès du Secrétaire général des Nations Unies. Elle sera ouverte à la signature à l'Office européen des Nations Unies du 28 juillet au 31 août 1951, puis ouverte à nouveau à la signature au Siège de l'Organisation des Nations Unies du 17 septembre 1951 au 31 décembre 1952.
2. Cette Convention sera ouverte à la signature de tous les Etats Membres de l'Organisation des Nations Unies ainsi que de tout autre Etat non membre invité à la Conférence de plénipotentiaires sur le statut des réfugiés et des apatrides ou de tout Etat auquel l'Assemblée générale aura adressé une invitation à signer. Elle devra être ratifiée et les instruments de ratification seront déposés auprès du Secrétaire général des Nations Unies.
3. Les Etats visés au paragraphe 2 du présent article pourront adhérer à cette Convention à dater du 28 juillet 1951. L'adhésion se fera par le dépôt d'un instrument d'adhésion auprès du Secrétaire général des Nations Unies.

¹ 11 UNTS 73.

ARTICLE 40*Territorial Application Clause*

1. Any State may, at the time of signature, ratification or accession, declare that this Convention shall extend to all or any of the territories for the international relations of which it is responsible. Such a declaration shall take effect when the Convention enters into force for the State concerned.
2. At any time thereafter any such extension shall be made by notification addressed to the Secretary-General of the United Nations and shall take effect as from the ninetieth day after the day of receipt by the Secretary-General of the United Nations of this notification, or as from the date of entry into force of the Convention for the State concerned, whichever is the later.

3. With respect to those territories to which this Convention is not extended at the time of signature, ratification or accession, each State concerned shall consider the possibility of taking the necessary steps in order to extend the application of this Convention to such territories, subject, where necessary for constitutional reasons, to the consent of the Governments of such territories.

ARTICLE 41*Federal Clause*

In the case of a Federal or non-unitary State, the following provisions shall apply:

- (a) With respect to those articles of this Convention that come within the legislative jurisdiction of the federal legislative authority, the obligations of the Federal Government shall to this extent be the same as those of Parties which are not Federal States;
- (b) With respect to those articles of this Convention that come within the legislative jurisdiction of constituent States, provinces or cantons which are not, under the constitutional system of the federation, bound to take legislative action, the Federal Government shall

ARTICLE 40*Clause d'application territoriale*

1. Tout Etat pourra, au moment de la signature, ratification ou adhésion, déclarer que cette Convention s'étendra à l'ensemble des territoires qu'il représente sur le plan international, ou à l'un ou plusieurs d'entre eux. Une telle déclaration produira ses effets au moment de l'entrée en vigueur de la Convention pour ledit Etat.

2. A tout moment ultérieur cette extension se fera par notification adressée au Secrétaire général des Nations Unies et produira ses effets à partir du quatre-vingt-dixième jour qui suivra la date à laquelle le Secrétaire général des Nations Unies aura reçu la notification ou à la date d'entrée en vigueur de la Convention pour ledit Etat si cette dernière date est postérieure.

3. En ce qui concerne les territoires auxquels cette Convention ne s'appliquerait pas à la date de la signature, ratification ou adhésion, chaque Etat intéressé examinera la possibilité de prendre aussitôt que possible toutes mesures nécessaires afin d'aboutir à l'application de cette Convention auxdits territoires sous réserve, le cas échéant, de l'assentiment des gouvernements de ces territoires qui serait requis pour des raisons constitutionnelles.

ARTICLE 41*Clause fédérale*

Dans le cas d'un Etat fédératif ou non unitaire, les dispositions ci-après s'appliqueront:

- (a) En ce qui concerne les articles de cette Convention dont la mise en œuvre relève de l'action législative du pouvoir législatif fédéral, les obligations du Gouvernement fédéral seront, dans cette mesure, les mêmes que celles des Parties qui ne sont pas des Etats fédératifs;
- (b) En ce qui concerne les articles de cette Convention dont l'application relève de l'action législative de chacun des états, provinces ou cantons constitutants, qui ne sont pas, en vertu du système constitutionnel de la fédération, tenus de prendre des mesures législatives, le Gouvernement

- bring such articles with a favourable recommendation to the notice of the appropriate authorities of states, provinces or cantons at the earliest possible moment.
- (c) A Federal State Party to this Convention shall, at the request of any other Contracting State transmitted through the Secretary-General of the United Nations, supply a statement of the law and practice of the Federation and its constituent units in regard to any particular provision of the Convention showing the extent to which effect has been given to that provision by legislative or other action.

ARTICLE 42

Reservations

1. At the time of signature, ratification or accession, any State may make reservations to articles of the Convention other than to articles 1, 3, 4, 16 (1), 33, 36-46 inclusive.
2. Any State making a reservation in accordance with paragraph 1 of this article may at any time withdraw the reservation by a communication to that effect addressed to the Secretary-General of the United Nations.

ARTICLE 43

Entry into force

1. This Convention shall come into force on the ninetieth day following the day of deposit of the sixth instrument of ratification or accession.
2. For each State ratifying or acceding to the Convention after the deposit of the sixth instrument of ratification or accession, the Convention shall enter into force on the ninetieth day following the date of deposit by such State of its instrument of ratification or accession.

ARTICLE 44

Denunciation

1. Any Contracting State may denounce this Convention at any time by a notification

fédéral portera le plus tôt possible, et avec son avis favorable, lesdits articles à la connaissance des autorités compétentes des états, provinces ou cantons.

- c) Un Etat fédératif Partie à cette Convention communiquera, à la demande de tout autre Etat Contractant qui lui aura été transmise par le Secrétaire général des Nations Unies, un exposé de la législation et des pratiques en vigueur dans la Fédération et ses unités constitutantes en ce qui concerne telle ou telle disposition de la Convention, indiquant la mesure dans laquelle effet a été donné, par une action législative ou autre, à ladite disposition.

ARTICLE 42

Réerves

1. Au moment de la signature, de la ratification ou de l'adhésion, tout Etat pourra formuler des réserves aux articles de la Convention autres que les articles 1, 3, 4, 16 (1), 33, 36 à 46 inclus.
2. Tout Etat Contractant ayant formulé une réserve conformément au paragraphe 1 de cet article pourra à tout moment la retirer par une communication à cet effet adressée au Secrétaire général des Nations Unies.

ARTICLE 43

Entrée en vigueur

1. Cette Convention entrera en vigueur le quatre-vingt-dixième jour qui suivra la date du dépôt du sixième instrument de ratification ou d'adhésion.
2. Pour chacun des Etats qui ratifieront la Convention ou y adhéreront après le dépôt du sixième instrument de ratification ou d'adhésion, elle entrera en vigueur le quatre-vingt-dixième jour qui suivra la date du dépôt par cet Etat de son instrument de ratification ou d'adhésion.

ARTICLE 44

Dénunciation

1. Tout Etat Contractant pourra dénoncer la Convention à tout moment par notification

addressed to the Secretary-General of the United Nations.

2. Such denunciation shall take effect for the Contracting State concerned one year from the date upon which it is received by the Secretary-General of the United Nations.

3. Any State which has made a declaration or notification under article 40 may, at any time thereafter, by a notification to the Secretary-General of the United Nations, declare that the Convention shall cease to extend to such territory one year after the date of receipt of the notification by the Secretary-General.

ARTICLE 45

Revision

1. Any Contracting State may request revision of this Convention at any time by a notification addressed to the Secretary-General of the United Nations.

2. The General Assembly of the United Nations shall recommend the steps, if any, to be taken in respect of such request.

ARTICLE 46

Notifications by the Secretary-General of the United Nations

The Secretary-General of the United Nations shall inform all Members of the United Nations and non-member States referred to in article 39:

- (a) Of declarations and notifications in accordance with section B of article 1;
- (b) Of signatures, ratifications and accessions in accordance with article 39;
- (c) Of declarations and notifications in accordance with article 40;
- (d) Of reservations and withdrawals in accordance with article 42;
- (e) Of the date on which this Convention will come into force in accordance with article 43;
- (f) Of denunciations and notifications in accordance with article 44;
- (g) Of requests for revision in accordance with article 45.

IN FAITH WHEREOF the undersigned, duly authorized, have signed this Convention on behalf of their respective Governments,

DONE at Geneva, this twenty-eighth day of July, one thousand nine hundred and fifty-one, in a single copy, of which the English and French texts are equally authentic and which shall remain deposited in the archives of the United Nations, and certified true copies of which shall be delivered to all Members of the United Nations and to the non-member States referred to in article 39.

adressée au Secrétaire général des Nations Unies.

2. La dénonciation prendra effet pour l'Etat intéressé un an après la date à laquelle elle aura été reçue par le Secrétaire général des Nations Unies.

3. Tout Etat qui a fait une déclaration ou une notification conformément à l'article 40 pourra notifier ultérieurement au Secrétaire général des Nations Unies que la Convention cessera de s'appliquer à tout territoire désigné dans la notification. La Convention cessera alors de s'appliquer au territoire en question un an après la date à laquelle le Secrétaire général aura reçu cette notification.

ARTICLE 45

Revision

1. Tout Etat Contractant pourra en tout temps, par voie de notification adressée au Secrétaire général des Nations Unies, demander la révision de cette Convention.

2. L'Assemblée générale des Nations Unies recommandera les mesures à prendre, le cas échéant, au sujet de cette demande.

ARTICLE 46

Notifications par le Secrétaire général des Nations Unies

Le Secrétaire général des Nations Unies notifiera à tous les Etats Membres des Nations Unies et aux Etats non membres visés à l'article 39:

- a) Les déclarations et les notifications visées à la section B de l'article premier;
- b) Les signatures, ratifications et adhésions visées à l'article 39;
- c) Les déclarations et les notifications visées à l'article 40;
- d) Les réserves formulées ou retirées visées à l'article 42;
- e) La date à laquelle cette Convention entrera en vigueur, en application de l'article 43;
- f) Les dénonciations et les notifications visées à l'article 44;
- g) Les demandes de révision visées à l'article 45.

EN FOI DE QUOI, les soussignés, dûment autorisés, ont signé, au nom de leurs Gouvernements respectifs, la présente Convention,

FAIT à Genève, le 28 juillet mil neuf cent cinquante et un, en un seul exemplaire dont les textes anglais et français font également foi et qui sera déposé dans les archives de l'Organisation des Nations Unies et dont les copies certifiées conformes seront remises à tous les Etats Membres des Nations Unies et aux Etats non membres visés à l'article 39.

SCHEDULE***Paragraph 1***

1. The travel document referred to in article 28 of this Convention shall be similar to the specimen annexed hereto.
2. The document shall be made out in at least two languages, one of which shall be English or French.

Paragraph 2

Subject to the regulations obtaining in the country of issue, children may be included in the travel document of a parent or, in exceptional circumstances, of another adult refugee.

Paragraph 3

The fees charged for issue of the document shall not exceed the lowest scale of charges for national passports.

Paragraph 4

Save in special or exceptional cases, the document shall be made valid for the largest possible number of countries.

Paragraph 5

The document shall have a validity of either one or two years, at the discretion of the issuing authority.

Paragraph 6

1. The renewal or extension of the validity of the document is a matter for the authority which issued it, so long as the holder has not established lawful residence in another territory and resides lawfully in the territory of the said authority. The issue of a new document is, under the same conditions, a matter for the authority which issued the former document.
2. Diplomatic or consular authorities, specially authorized for the purpose, shall be empowered to extend, for a period not exceeding six months, the validity of travel documents issued by their Governments.

ANNEXE***Paragraph 1***

1. Le titre de voyage visé par l'article 28 de cette Convention sera conforme au modèle joint en annexe.
2. Ce titre sera rédigé en deux langues au moins: l'une des deux sera la langue anglaise ou la langue française.

Paragraph 2

Sous réserve des règlements du pays de délivrance, les enfants pourront être mentionnés dans le titre d'un parent, ou, dans des circonstances exceptionnelles, d'un autre réfugié adulte.

Paragraph 3

Les droits à percevoir pour la délivrance du titre ne dépasseront pas le tarif le plus bas appliqué aux passeports nationaux.

Paragraph 4

Sous réserve de cas spéciaux ou exceptionnels, le titre sera délivré pour le plus grand nombre possible de pays.

Paragraph 5

La durée de validité du titre sera d'une année ou de deux années, au choix de l'autorité qui le délivre.

Paragraph 6

1. Le renouvellement ou la prolongation de validité du titre est du ressort de l'autorité qui l'a délivré, aussi longtemps que le titulaire ne s'est pas établi régulièrement dans un autre territoire et réside régulièrement sur le territoire de ladite autorité. L'établissement d'un nouveau titre est, dans les mêmes conditions, du ressort de l'autorité qui a délivré l'ancien titre.
2. Les représentants diplomatiques ou consulaires, spécialement habilités à cet effet, auront qualité pour prolonger, pour une période qui ne dépassera pas six mois, la validité des titres de voyage délivrés par leurs gouvernements respectifs.

3. The Contracting States shall give sympathetic consideration to renewing or extending the validity of travel documents or issuing new documents to refugees no longer lawfully resident in their territory who are unable to obtain a travel document from the country of their lawful residence.

Paragraph 7

The Contracting States shall recognize the validity of the documents issued in accordance with the provisions of article 28 of this Convention.

Paragraph 8

The competent authorities of the country to which the refugee desires to proceed shall, if they are prepared to admit him and if a visa is required, affix a visa on the document of which he is the holder.

Paragraph 9

1. The Contracting States undertake to issue transit visas to refugees who have obtained visas for a territory of final destination.

2. The issue of such visas may be refused on grounds which would justify refusal of a visa to any alien.

Paragraph 10

The fees for the issue of exit, entry or transit visas shall not exceed the lowest scale of charges for visas on foreign passports.

Paragraph 11

When a refugee has lawfully taken up residence in the territory of another Contracting State, the responsibility for the issue of a new document, under the terms and conditions of article 28, shall be that of the competent authority of that territory, to which the refugee shall be entitled to apply.

Paragraph 12

The authority issuing a new document shall withdraw the old document and shall

3. Les Etats Contractants examineront avec bienveillance la possibilité de renouveler ou de prolonger la validité des titres de voyage ou d'en délivrer de nouveaux à des réfugiés qui ne sont plus des résidents réguliers dans leur territoire dans les cas où ces réfugiés ne sont pas en mesure d'obtenir un titre de voyage du pays de leur résidence régulière.

Paragraphe 7

Les Etats Contractants reconnaîtront la validité des titres délivrés conformément aux dispositions de l'article 28 de cette Convention.

Paragraphe 8

Les autorités compétentes du pays dans lequel le réfugié désire se rendre apposent, si elles sont disposées à l'admettre, un visa sur le titre dont il est détenteur, si un tel visa est nécessaire.

Paragraphe 9

1. Les Etats Contractants s'engagent à délivrer des visas de transit aux réfugiés ayant obtenu le visa d'un territoire de destination finale.

2. La délivrance de ce visa pourra être refusée pour les motifs pouvant justifier le refus de visa à tout étranger.

Paragraphe 10

Les droits afférents à la délivrance de visas de sortie, d'admission ou de transit ne dépasseront pas le tarif le plus bas appliqué aux visas de passeports étrangers.

Paragraphe 11

Dans le cas d'un réfugié changeant de résidence et s'établissant régulièrement dans le territoire d'un autre Etat Contractant, la responsabilité de délivrer un nouveau titre incombera désormais, aux termes et aux conditions de l'article 28, à l'autorité compétente dudit territoire, à laquelle le réfugié aura le droit de présenter sa demande.

Paragraphe 12

L'autorité qui délivre un nouveau titre est tenue de retirer l'ancien titre et d'en faire

return it to the country of issue if it is stated in the document that it should be so returned; otherwise it shall withdraw and cancel the document.

Paragraph 13

1. Each Contracting State undertakes that the holder of a travel document issued by it in accordance with article 28 of this Convention shall be readmitted to its territory at any time during the period of its validity.
2. Subject to the provisions of the preceding sub-paragraph, a Contracting State may require the holder of the document to comply with such formalities as may be prescribed in regard to exit from or return to its territory.
3. The Contracting States reserve the right, in exceptional cases, or in cases where the refugee's stay is authorized for a specific period, when issuing the document, to limit the period during which the refugee may return to a period of not less than three months.

Paragraph 14

Subject only to the terms of paragraph 13, the provisions of this Schedule in no way affect the laws and regulations governing the conditions of admission to, transit through, residence and establishment in, and departure from, the territories of the Contracting States.

Paragraph 15

Neither the issue of the document nor the entries made thereon determine or affect the status of the holder, particularly as regards nationality.

Paragraph 16

The issue of the document does not in any way entitle the holder to the protection of the diplomatic or consular authorities of the country of issue, and does not confer on these authorities a right of protection.

retour au pays qui l'a délivré si l'ancien document spécifie qu'il doit être retourné au pays qui l'a délivré; en cas contraire, l'autorité qui délivre le titre nouveau retirera et annulera l'ancien.

Paragraphe 13

1. Chacun des Etats Contractants s'engage à permettre au titulaire d'un titre de voyage qui lui aura été délivré par ledit Etat en application de l'article 28 de cette Convention, de revenir sur son territoire à n'importe quel moment pendant la période de validité de ce titre.
2. Sous réserve des dispositions de l'alinéa précédent, un Etat Contractant peut exiger que le titulaire de ce titre se soumette à toutes les formalités qui peuvent être imposées à ceux qui sortent du pays ou à ceux qui y rentrent.
3. Les Etats Contractants se réservent la faculté, dans des cas exceptionnels, ou dans les cas où le permis de séjour du réfugié est valable pour une période déterminée, de limiter, au moment de la délivrance dudit titre, la période pendant laquelle le réfugié pourra rentrer, cette période ne pouvant être inférieure à trois mois.

Paragraphe 14

Sous la seule réserve des stipulations du paragraphe 13, les dispositions de la présente annexe n'affectent en rien les lois et règlements régissant, dans les territoires des Etats Contractants, les conditions d'admission, de transit, de séjour, d'établissement et de sortie.

Paragraphe 15

La délivrance du titre, pas plus que les mentions y apposées, ne déterminent ni n'affectent le statut du détenteur, notamment en ce qui concerne la nationalité.

Paragraphe 16

La délivrance du titre ne donne au détenteur aucun droit à la protection des représentants diplomatiques et consulaires du pays de délivrance, et ne confère pas à ces représentants un droit de protection.

ANNEX

Specimen Travel Document

The document will be in booklet form (approximately 15 x 10 centimetres).

It is recommended that it be so printed that any erasure or alteration by chemical or other means can be readily detected, and that the words "Convention of 28 July 1951" be printed in continuous repetition on each page, in the language of the issuing country.



(Cover of booklet)

TRAVEL DOCUMENT

(Convention of 28 July 1951)

No. _____

(1)

TRAVEL DOCUMENT

(Convention of 28 July 1951)

This document expires on _____ unless its validity is extended or renewed.

Name _____

Forename(s) _____

Accompanied by _____ child (children).

1. This document is issued solely with a view to providing the holder with a travel document which can serve in lieu of a national passport. It is without prejudice to and in no way affects the holder's nationality.

2. The holder is authorized to return to _____ [state here the country whose authorities are issuing the document] on or before _____ unless some later date is hereafter specified. [The period during which the holder is allowed to return must not be less than three months.]

3. Should the holder take up residence in a country other than that which issued the present document, he must, if he wishes to travel again, apply to the competent authorities of his country of residence for

ANNEXE

Modèle du titre de voyage

Le titre aura la forme d'un carnet (15 cm. x 10 cm. environ).

Il est recommandé qu'il soit imprimé de telle façon que les fuitures ou altérations par des moyens chimiques ou autres puissent se remarquer facilement, et que les mots « Convention du 28 juillet 1951 » soient imprimés en répétition continue sur chacune des pages, dans la langue du pays qui délivre le titre.



Couverture du carnet

TITRE DE VOYAGE

(Convention du 28 juillet 1951)

No. _____

(1)

TITRE DE VOYAGE

(Convention du 28 juillet 1951)

Ce document expire le _____ sauf prorogation de validité.

Nom _____

Prénom(s) _____

Accompagné de _____ enfant(s).

1. Ce titre est délivré uniquement en vue de fournir au titulaire un document de voyage pouvant tenir lieu de passeport national. Il ne préjuge pas de la nationalité du titulaire et est sans effet sur celle-ci.

2. Le titulaire est autorisé à retourner en _____ [indication du pays dont les autorités délivrent le titre] jusqu'au _____ sauf mention ci-après d'une date ultérieure. [La période pendant laquelle le titulaire est autorisé à retourner ne doit pas être inférieure à trois mois].

3. En cas d'établissement dans un autre pays que celui où le présent titre a été délivré, le titulaire doit, s'il veut se déplacer à nouveau, faire la demande d'un nouveau titre aux autorités compétentes du

(4)

1. This document is valid for the following countries:

2. Document or documents on the basis of which the present document is issued:

Issued at _____

Date _____

Signature and stamp of authority
issuing the document:

Fee paid:

(This document contains pages, exclusive of
cover.)

(5)

Extension or renewal of validity

Fee paid: From _____
 To _____

Done at _____ Date _____

Signature and stamp of authority
extending or renewing the validity
of the document:

Extension or renewal of validity

Fee paid: From _____
 To _____

Done at _____ Date _____

Signature and stamp of authority
extending or renewing the validity
of the document:(This document contains pages, exclusive of
cover.)

(4)

1. Ce titre est délivré pour les pays suivants:

2. Document ou documents sur la base duquel ou
desquels le présent titre est délivré:

Délivré à _____

Date _____

Signature et cachet de l'autorité
qui délivre le titre:

Taxe perçue:

(Ce titre contient pages, non compris la
couverture.)

(5)

Prorogation de validité

Taxe perçue: du _____
 au _____

Fait à _____ le _____

Signature et cachet de l'autorité
qui proroge la validité du titre:

Prorogation de validité

Taxe perçue: du _____
 au _____

Fait à _____ le _____

Signature et cachet de l'autorité
qui proroge la validité du titre:(Ce titre contient pages, non compris la
couverture.)

(6)

Extension or renewal of validity

Fee paid: From _____
 To _____
 Done at _____ Date _____

Signature and stamp of authority
 extending or renewing the validity
 of the document:

Extension or renewal of validity

Fee paid: From _____
 To _____
 Done at _____ Date _____

Signature and stamp of authority
 extending or renewing the validity
 of the document:

(This document contains pages, exclusive of
 cover.)

(7-32)

Visas

The name of the holder of the document must be
 repeated in each visa.

(This document contains pages, exclusive of
 cover.)

(6)

Prorogation de validité

Taxe perçue: du _____
 au _____
 Fait à _____ le _____

Signature et cachet de l'autorité
 qui proroge la validité du titre:

Prorogation de validité

Taxe perçue: du _____
 au _____
 Fait à _____ le _____

Signature et cachet de l'autorité
 qui proroge la validité du titre:

(Ce titre contient pages, non compris la
 couverture.)

(7-32)

Visas

Réproduire dans chaque visa le nom du titulaire.

(Ce titre contient pages, non compris la
 couverture.)

UNITED ARAB REPUBLIC

Trade in Cotton Textiles

Agreement effected by exchange of notes between the Secretary of State and the Ambassador of India (representing the United Arab Republic interests)

Signed at Washington November 6, 1968;

Entered into force November 6, 1968;

Effective October 1, 1968.

The Secretary of State to the Ambassador of India

DEPARTMENT OF STATE
WASHINGTON
November 6, 1968

EXCELLENCY:

I have the honor to request that Your Excellency, in your capacity as representative of the interests of the Government of the United Arab Republic, convey the following information to that Government:

"The Secretary of State refers to the agreement concerning trade in cotton textiles between the United States and the United Arab Republic, effected by an exchange of notes December 4, 1963, [¹] hereinafter referred to as the 1963 Agreement, and further refers to the agreement between the two Governments, effected by an exchange of notes dated June 27, 1968, [²] between the Secretary of State and the Ambassador of India, representing the interests of the United Arab Republic, which provides for the continued regulation of the trade in cotton textiles through December 31, 1968.

"The Government of the United States proposes that for the period from October 1, 1968, through September 30, 1969, the trade in cotton textiles between the United Arab Republic and the United States shall continue to be regulated in accordance with the terms applicable to the corresponding quarters of the last agreement year under the 1963 Agreement.

"Appropriate arrangements will be made to resolve any problems arising during the existence of this agreement or which may

^¹ TIAS 5500; 14 UST 1889.

^² TIAS 6518; *ante*, p. 5197.

have arisen in the implementation of the agreements regulating trade between the United Arab Republic and the United States during the period October 1, 1967 through September 30, 1968.

"If these proposals are acceptable to the Government of the United Arab Republic, the note of November 6, 1968, from the Secretary of State to the Ambassador of India and the Ambassador's reply stating that the Government of the United Arab Republic has accepted the proposals and has requested that information regarding such acceptance be communicated to the Secretary of State shall constitute an agreement between the Government of the United States and the Government of the United Arab Republic and shall replace the agreement of June 27, 1968, in regard to the regulation of trade for the period October 1, 1968, through December 31, 1968. In the absence of diplomatic relations between these two Governments, such other diplomatic channels as may be established will be utilized when appropriate under this agreement."

Accept Excellency, the renewed assurances of my highest consideration.

For the Secretary of State:

ANTHONY M. SOLOMON

His Excellency

NAWAB ALI YAVAR JUNG
Ambassador of India

The Ambassador of India to the Secretary of State

भारतीय राजदूतावास
चार्चिंगटन, डी० सी०
EMBASSY OF INDIA
WASHINGTON, D. C.

6 NOVEMBER, 1968

EXCELLENCY,

I have the honour to refer to your note of November 6, 1968 in which you request that in my capacity as representative of the interests of the Government of the United Arab Republic, I convey the following information to that Government:

"The Secretary of State refers to the agreement concerning trade in cotton textiles between the United States and the United Arab Republic, effected by an exchange of notes December 4, 1963, hereinafter referred to as the 1963 Agreement, and further refers to the agreement between the two Governments, effected by an

exchange of notes dated June 27, 1968, between the Secretary of State and the Ambassador of India, representing the interests of the United Arab Republic, which provides for the continued regulation of the trade in cotton textiles through December 31, 1968.

"The Government of the United States proposes that for the period from October 1, 1968, through September 30, 1969, the trade in cotton textiles between the United Arab Republic and the United States shall continue to be regulated in accordance with the terms applicable to the corresponding quarters of the last agreement year under the 1963 Agreement.

"Appropriate arrangements will be made to resolve any problems arising during the existence of this agreement or which may have arisen in the implementation of the agreements regulating trade between the United Arab Republic and the United States during the period October 1, 1967 through September 30, 1968.

"If these proposals are acceptable to the Government of the United Arab Republic, the note of November 6, 1968 from the Secretary of State to the Ambassador of India and the Ambassador's reply stating that the Government of the United Arab Republic has accepted the proposals and has requested that information regarding such acceptance be communicated to the Secretary of State shall constitute an agreement between the Government of the United States and the Government of the United Arab Republic and shall replace the agreement of June 27, 1968, in regard to the regulation of trade for the period October 1, 1968, through December 31, 1968. In the absence of diplomatic relations between these two Governments, such other diplomatic channels as may be established will be utilized when appropriate under this agreement."

At the request of the Government of the United Arab Republic, I have the honour to inform you that the foregoing proposal is acceptable to that Government. Accordingly, your note of 6 November, 1968 and this reply constitute an agreement between the Government of the United States of America and the Government of the United Arab Republic.

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

ALI YAVAR JUNG

Ali Yavar Jung
Ambassador of India

The Honourable
DEAN RUSK
The Secretary of State
Washington, D.C.

CYPRUS

Education: Financing of Exchange Programs

Agreement amending the agreement of January 18, 1962.

Effectuated by exchange of notes

Signed at Nicosia August 12 and September 7, 1968;

Entered into force September 7, 1968.

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

NICOSIA, August 12, 1968

EXCELLENCY:

I have the honor to refer to the Agreement between the United States of America and Cyprus, signed January 18, 1962, [¹] for financing certain educational exchange programs. I have the honor to refer also to recent conversations between the representatives of our respective Governments on the same subject and to propose that this agreement be amended, in accordance with Article 11 thereof, as follows:

1. The title of the agreement is changed to read :

“Agreement Between the Government of the Republic of Cyprus and the Government of the United States of America for Financing and Conducting Certain Educational Exchange Programs.”

2. Article 1 is amended by adding thereto the following paragraph as subsection (3) :

“(3) financing such other related educational and cultural programs and activities as are provided for in budgets approved in accordance with Article 3 hereof.”

3. Article 2 is amended by substituting the following sentence for the first sentence of subsection (5) :

“(5) Authorize the Treasurer of the Commission or such other person as the Commission may designate to receive funds to be deposited in the name of the Commission.”

4. Article 2 is further amended by substituting for subsection (7) the following :

¹ TIAS 4943; 13 UST 92.

"(7) Provide for periodic audits of the accounts of the Commission as directed by auditors selected by the Secretary of State.

5. Article 2 is further amended by substituting for subsection (9) the following:

"(9) Administer or assist in administering or otherwise facilitate educational and cultural programs and activities that further the purposes of the present agreement but are not financed by funds made available under this agreement, provided, however, that such programs and activities and the Commission's role therein shall be fully described in annual or special reports made to the Secretary of State and to the Government of Cyprus as provided in Article 6 hereof, and provided that no objection is interposed by either the Secretary of State or the Government of Cyprus to the Commission's actual or proposed role therein."

6. Article 3 is amended by substituting a comma for the period at the end of the sentence and adding:

"subject to such regulations as he may prescribe."

7. Article 8 is amended by substituting the following for the second paragraph thereof:

"In addition to the funds provided in the first paragraph of this Article, the Government of the United States of America and the Government of Cyprus agree that any other currency of Cyprus held or available for expenditure by the Government of the United States and contributions from the Government of Cyprus and any other source made available to the Commission also may be used for the purposes of this Agreement."

If the above meets with the approval of the Government of Cyprus, I have the honor to propose that this note and Your Excellency's note to that effect in reply shall constitute an agreement between our two governments which shall enter into force on the date of Your Excellency's note in reply.

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

TAYLOR G. BELCHER

His Excellency
SPYROS KYPRIANOU,
Minister of Foreign Affairs,
Nicosia.

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

MINISTRY OF FOREIGN AFFAIRS
MINISTER'S OFFICE

No. B. 19/2/1

NICOSIA, 7th Sept., 1968.

EXCELLENCY,

I have the honour to acknowledge receipt of your Note of August 12, 1968, which reads as follows:

"I have the honor to refer to the Agreement between the United States of America and Cyprus, signed January 18, 1962, for financing certain educational exchange programs. I have the honor to refer also to recent conversations between the representatives of our respective Governments on the same subject and to propose that this agreement be amended, in accordance with Article 11 thereof, as follows:

1. The title of the agreement is changed to read: 'Agreement Between the Government of the Republic of Cyprus and the Government of the United States of America for Financing and Conducting Certain Educational Exchange Programs.'

2. Article 1 is amended by adding thereto the following paragraph as subsection (3) :

'(3) financing such other related educational and cultural programs and activities as are provided for in budgets approved in accordance with Article 3 hereof.'

3. Article 2 is amended by substituting the following sentence for the first sentence of subsection (5) :

'(5) Authorize the Treasurer of the Commission or such other person as the Commission may designate to receive funds to be deposited in the name of the Commission.'

4. Article 2 is further amended by substituting for subsection (7) the following:

'(7) Provide for periodic audits of the accounts of the Commission as directed by auditors selected by the Secretary of State.'

5. Article 2 is further amended by substituting for subsection (9) the following:

'(9) Administer or assist in administering or otherwise facilitate educational and cultural programs and activities that further the purposes of the present agreement but are not financed by funds made available under this agreement,

provided, however, that such programs and activities and the Commission's role therein shall be fully described in annual or special reports made to the Secretary of State and to the Government of Cyprus as provided in Article 6 hereof, and provided that no objection is interposed by either the Secretary of State or the Government of Cyprus to the Commission's actual or proposed role therein.'

6. Article 3 is amended by substituting a comma for the period at the end of the sentence and adding

'subject to such regulations as he may prescribe.'

7 Article 8 is amended by substituting the following for the second paragraph thereof

'In addition to the funds provided in the first paragraph of this Article, the Government of the United States of America and the Government of Cyprus agree that any other currency of Cyprus held or available for expenditure by the Government of the United States and contributions from the Government of Cyprus and any other source made available to the Commission also may be used for the purposes of this Agreement.'

If the above meets with the approval of the Government of Cyprus, I have the honor to propose that this note and Your Excellency's note to that effect in reply shall constitute an agreement between our two governments which shall enter into force on the date of Your Excellency's note in reply "

The Amendments to the Agreement between the United States of America and the Republic of Cyprus, signed on January 18, 1962, for financing certain educational exchange programs, which are proposed in your letter, are acceptable to the Government of the Republic of Cyprus and it is agreed that your Note and this Note constitute an Agreement in this matter between our two Governments which shall enter into force on to-day's date.

Accept, Excellency, the assurances of my highest consideration.

SPYROS KYPRIANOU

Spyros Kyprianou

Minister

H.E. TAYLOR G. BELCHIER,
Ambassador of the
United States of America,
Nicosia.

ICELAND

Agricultural Commodities

*Agreement signed at Reykjavik May 29, 1968;
Entered into force May 29, 1968.*

AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES
OF AMERICA AND THE GOVERNMENT OF ICELAND
FOR SALES OF AGRICULTURAL COMMODITIES

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

Recognizing the desirability of expanding trade in agricultural commodities between the United States of America (hereinafter referred to as the exporting country) and Iceland (hereinafter referred to as the importing country) and with other friendly countries in a manner that will not displace usual marketings of the exporting country in these commodities or unduly disrupt world prices of agricultural commodities or normal patterns of commercial trade with friendly countries;

Taking into account the importance to developing countries of their efforts to help themselves toward a greater degree of self-reliance, including efforts to meet their problems of food production and population growth;

Recognizing the policy of the exporting country to use its agricultural productivity to combat hunger and malnutrition in the developing countries, to encourage these countries to improve their own agricultural production, and to assist them in their economic development;

Recognizing the determination of the importing country to improve its own production, storage, and distribution of agricultural food products, including the reduction of waste in all stages of food handling;

Desiring to set forth the understandings that will govern the sales of agricultural commodities to the importing country pursuant to Title I of the Agricultural Trade Development and Assistance Act, as amended^[1] (hereinafter referred to as the Act), and the measures that the two Governments will take individually and collectively in furthering the above-mentioned policies;

Have agreed as follows:

PART I - GENERAL PROVISIONS

ARTICLE I

A. The Government of the exporting country undertakes to finance the sale of agricultural commodities to purchasers authorized by the Government of the importing country in accordance with the terms and conditions set forth in this agreement, including the applicable annex which is an integral part of this agreement.

B. The financing of the agricultural commodities listed in Part II of this agreement will be subject to:

1. the issuance by the Government of the exporting country of purchase authorizations and their acceptance by the Government of the importing country; and
2. the availability of the specified commodities at the time of exportation.

C. Application for purchase authorizations will be made within 90 days after the effective date of this agreement, and, with respect to any additional commodities or amounts of commodities provided for in any supplementary agreement, within 90 days after the effective date of such supplementary agreement. Purchase authorizations shall include provisions relating to the sale and delivery of such commodities, and other relevant matters.

¹ 80 Stat. 1526; 7 U.S.C. § 1701 *et seq.*

D. Except as may be authorized by the Government of the exporting country, all deliveries of commodities sold under this agreement shall be made within the supply periods specified in the commodity table in Part II.

E. The value of the total quantity of each commodity covered by the purchase authorizations for a specified type of financing authorized under this agreement shall not exceed the maximum export market value specified for that commodity and type of financing in Part II. The Government of the exporting country may limit the total value of each commodity to be covered by purchase authorizations for a specified type of financing as price declines or other marketing factors may require, so that the quantities of such commodity sold under a specified type of financing will not substantially exceed the applicable approximate maximum quantity specified in Part II.

F. The Government of the exporting country shall bear the ocean freight differential for commodities the Government of the exporting country requires to be transported in United States flag vessels (approximately 50 percent by weight of the commodities sold under the agreement). The ocean freight differential is deemed to be the amount, as determined by the Government of the exporting country, by which the cost of ocean transportation is higher (than would otherwise be the case) by reason of the requirement that the commodities be transported in United States flag vessels. The Government of the importing country shall have no responsibility to reimburse the Government of the exporting country or to deposit any local currency of the importing country for the ocean freight differential borne by the Government of the exporting country.

G. Promptly after contracting for United States flag shipping space to be used for commodities required to be transported in United States flag vessels, and in any event not later than presentation of vessel for loading, the Government of the importing country or the purchasers authorized by it shall open a letter of credit, in United States dollars, for the estimated cost of ocean transportation for such commodities.

H. The financing, sale, and delivery of commodities under this agreement may be terminated by either Government if that Government determines that because of changed conditions the continuation of such financing, sale, or delivery is unnecessary or undesirable.

ARTICLE II

A. Initial Payment

The Government of the importing country shall pay, or cause to be paid, such an initial payment as may be specified in Part II of this agreement. The amount of this payment shall be that proportion of the purchase price (excluding any ocean transportation costs that may be included therein) equal to the percentage specified for initial payment in Part II and payment shall be made in United States dollars in accordance with the applicable purchase authorization.

B. Type of Financing

Sales of the commodities specified in Part II shall be financed in accordance with the type of financing indicated therein, and special provisions relating to the sale are also set forth in Part II and in the applicable annex.

C. Deposit of Payments

The Government of the importing country shall make, or cause to be made, payments to the Government of the exporting country in

the currencies, amounts, and at the exchange rates specified elsewhere in this agreement as follows:

1. Payments in the local currency of the importing country (hereinafter referred to as local currency), shall be deposited to the account of the Government of the United States of America in interest bearing accounts in banks selected by the Government of the United States of America in the importing country.

2. Dollar payments shall be remitted to the Treasurer, Commodity Credit Corporation, United States Department of Agriculture, Washington, D. C. 20250, unless another method of payment is agreed upon by the two Governments.

ARTICLE III

A. World Trade

The two Governments shall take maximum precautions to assure that sales of agricultural commodities pursuant to this agreement will not displace usual marketings of the exporting country in these commodities or unduly disrupt world prices of agricultural commodities or normal patterns of commercial trade with countries the Government of the exporting country considers to be friendly to it (referred to in this agreement as friendly countries). In implementing this provision the Government of the importing country shall:

1. insure that total imports from the exporting country and other friendly countries into the importing country paid for with the resources of the importing country will equal at least the quantities of agricultural commodities as may be specified in the usual marketing table set forth in Part II during each import period specified in the table and during each subsequent comparable period

in which commodities financed under this agreement are being delivered. The imports of commodities to satisfy these usual marketing requirements for each import period shall be in addition to purchases financed under this agreement.

2. take all possible measures to prevent the resale, diversion in transit, or transshipment to other countries or the use for other than domestic purposes of the agricultural commodities purchased pursuant to this agreement (except where such resale, diversion in transit, transshipment or use is specifically approved by the Government of the United States of America); and

3. take all possible measures to prevent the export of any commodity of either domestic or foreign origin which is the same as, or like, the commodities financed under this agreement during the export limitation period specified in the export limitation table in Part II (except as may be specified in Part II or where such export is otherwise specifically approved by the Government of the United States of America).

B. Private Trade

In carrying out this agreement, the two Governments shall seek to assure conditions of commerce permitting private traders to function effectively.

C. Self-help

Part II describes the program the Government of the importing country is undertaking to improve its production, storage, and distribution of agricultural commodities. The Government of the importing country shall furnish in such form and at such time as may be requested by the Government of the exporting country, a statement of the progress the Government of the importing country is making in carrying out such self-help measures.

D. Reporting

In addition to any other reports agreed upon by the two Governments, the Government of the importing country shall furnish at least quarterly for the supply period specified in Item I, Part II of this agreement and any subsequent comparable period during which commodities purchased under this agreement are being imported or utilized:

1. the following information in connection with each shipment of commodities received under the agreement: the name of each vessel; the date of arrival; the port of arrival; the commodity and quantity received; the condition in which received; the date unloading was completed; and the disposition of the cargo, i.e., stored, distributed locally, or, if shipped where shipped;
2. a statement by it showing the progress made toward fulfilling the usual marketing requirements;
3. a statement of the measures it has taken to implement the provisions of sections A 2 and 3 of this Article; and
4. statistical data on imports and exports by country of origin or destination of commodities which are the same as or like those imported under the agreement.

E. Procedures for Reconciliation and Adjustment of Accounts

The two Governments shall each establish appropriate procedures to facilitate the reconciliation of their respective records of the amounts financed with respect to the commodities delivered during each calendar year. The Commodity Credit Corporation of the exporting country and the Government of the importing country may make such adjustments in the credit accounts as they mutually decide are appropriate.

F. Definitions

For the purposes of this agreement:

1. delivery shall be deemed to have occurred as of the on-board date shown in the ocean bill of lading which has been signed or initialed on behalf of the carrier,
2. import shall be deemed to have occurred when the commodity has entered the country, and passed through customs, if any, of the importing country, and
3. utilization shall be deemed to have occurred when the commodity is sold to the trade within the importing country without restriction on its use within the country or otherwise distributed to the consumer within the country.

G. Applicable Exchange Rate

For the purposes of this agreement, the applicable exchange rate for determining the amount of any local currency to be paid to the Government of the exporting country shall be a rate which is not less favorable to the Government of the exporting country than the highest of exchange rates legally obtainable in the importing country and which is not less favorable to the Government of the exporting country than the highest of exchange rates obtainable by any other nation. With respect to local currency:

1. As long as a unitary exchange rate system is maintained by the Government of the importing country, the applicable exchange rate will be the rate at which the central monetary authority of the importing country, or its authorized agent, sells foreign exchange for local currency.
2. If a unitary rate system is not maintained, the applicable rate will be the rate (as mutually agreed by the two Governments) that fulfills the requirements of the first sentence of this section G.

H. Consultation

The two Governments shall, upon request of either of them, consult regarding any matter arising under this agreement, including the operation of arrangements carried out pursuant to this agreement.

I. Identification and Publicity

The Government of the importing country shall undertake such measures as may be mutually agreed prior to delivery for the identification of food commodities at points of distribution in the importing country, and for publicity as provided for in subsection 103(1) of the Act.

PART II - PARTICULAR PROVISIONS**ITEM I. Commodity Table:**

| <u>Commodity</u> | <u>Supply Period</u> | <u>Approximate Maximum Quantity</u> (metric tons) | <u>Maximum Export Market Value</u> (thousands) |
|--|----------------------|--|---|
| | <u>Calendar Year</u> | | |
| Wheat flour | 1968 | 5,000 | \$ 606 |
| Cornmeal, cracked corn and/or corn | 1968 | 9,945 | 600 |
| Tobacco and/or the tobacco content of tobacco products | 1968 | 318 | 700 |
| Ocean transportation (estimated) | | | 237 |
| | | Total | \$2,143 |

ITEM II. Payment Terms:**Dollar Credit**

1. Initial Payment - 5 percent
2. Number of Installment Payments - 18
3. Amount of Each Installment Payment - first, 25 percent of amount of commodity value financed; balance in 17 approximately equal annual amounts
4. Due date of First Installment Payment - March 31 immediately following calendar year of shipment
5. Interest Rate - 5½ percent

ITEM III. Usual Marketing Table:

| <u>Commodity</u> | <u>Import Period</u> | <u>Usual Marketing Requirement</u> |
|---|----------------------|--|
| | <u>Calendar Year</u> | |
| Wheat and/or wheat flour on a grain equivalent basis | 1968 | 5,000 metric tons |
| Feedgrains | 1968 | 25,000 metric tons (of which not less than 20,000 shall be imported from the United States of America) |
| Tobacco, unmanufactured leaf and/or tobacco content of tobacco products | 1968 | 441,000 pounds (of which not less than 216,000 shall be imported from the United States of America) |

ITEM IV. Export Limitations:

A. With respect to each commodity financed under this agreement the export limitation period for the same or like commodities shall begin on the date of this agreement and end on the final date on which said commodity is being imported or utilized.

B. For the purposes of Part I, Article III A 3, of the agreement, the commodities considered to be the same as, or like, the commodities financed under this agreement are: for wheat flour - wheat and/or wheat products; for cornmeal, cracked corn and/or corn - corn and corn products; and for tobacco and/or the tobacco content of tobacco products - unmanufactured leaf tobacco.

ITEM V. Self-Help Measures:

The Government of Iceland is undertaking to:

1. Continue intensive cultivation of available land resources to increase the supply of feed for dairy and sheep farming.
2. Further improve facilities for the storage and distribution of agricultural commodities particularly for dairy products and meat.
3. Carry out such other measures as may be mutually agreed upon for the purposes specified in Section 109(a) of the Act.

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

For purposes specified in Item V and for other economic development purposes as may be mutually agreed upon.

PART III - FINAL PROVISIONS

A. This agreement may be terminated by either Government by notice of termination to the other Government. Such termination will not reduce any financial obligations the Government of the importing country has incurred as of the date of termination.

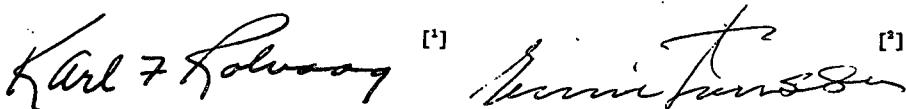
B. This agreement shall enter into force upon signature.

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

DONE at Reykjavik, in duplicate, this twenty-ninth day of May 1968.

FOR THE GOVERNMENT OF THE
UNITED STATES OF AMERICA:

FOR THE GOVERNMENT OF
ICELAND:

The image shows two handwritten signatures. The first signature on the left is "Karl F. Rolvaag" with a small superscripted bracket containing a checkmark [^] to its right. The second signature on the right is "Emil Jonsson" with a similar small superscripted bracket to its right.

¹ Karl F. Rolvaag
² Emil Jonsson

DOLLAR CREDIT ANNEX TO THE AGREEMENT BETWEEN THE GOVERNMENT
OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF
ICELAND FOR SALES OF AGRICULTURAL COMMODITIES

The following provisions apply with respect to the sales of commodities financed on dollar credit terms:

1. In addition to bearing the cost of ocean freight differential as provided in Part I, Article I F, of this agreement, the Government of the exporting country will finance on credit terms the balance of the costs for ocean transportation of those commodities that are required to be carried in United States flag vessels. The amount for ocean transportation (estimated) included in any commodity table specifying credit terms does not include the ocean freight differential to be borne by the Government of the exporting country and is only an estimate of the amount that will be necessary to cover the ocean transportation costs to be financed on credit terms by the Government of the exporting country. If this estimate is not sufficient to cover these costs, additional financing on credit terms shall be provided by the Government of the exporting country to cover them.

2. With respect to commodities delivered in each calendar year under this agreement, the principal of the credit (hereinafter referred to as principal) will consist of :

- a. The dollar amount disbursed by the Government of the exporting country for the commodities (not including any ocean transportation costs) less any portion of the initial payment payable to the Government of the exporting country, and
- b. The ocean transportation costs financed by the Government of the exporting country in accordance with paragraph 1 of this annex (but not the ocean freight differential).

This principal shall be paid in accordance with the payment schedule in Part II of this agreement. The first installment payment

shall be due and payable on the date specified in Part II of this agreement. Subsequent installment payments shall be due and payable at intervals of one year thereafter. Any payment of principal may be made prior to its due date.

3. Interest on the unpaid balance of the principal due the Government of the exporting country for commodities delivered in each calendar year under this agreement shall begin on the date of last delivery of these commodities in such calendar year.

Interest shall be paid not later than the due date of each installment payment of principal, except that if the date of the first installment is more than a year after such date of last delivery, the first payment of interest shall be made not later than the anniversary date of such date of last delivery and thereafter payment of interest shall be made not later than the due date of each installment payment of principal. For the period from the date the interest begins to the due date for the first installment payment, the interest shall be computed at the initial interest rate specified in Part II of this agreement. Thereafter, the interest shall be computed at the continuing interest rate specified in Part II of this agreement.

4. The Government of the importing country shall deposit the proceeds accruing to it from the sale of commodities financed under this agreement (upon the sale of the commodities within the importing country) in a special account in its name that will be used for the sole purpose of holding the proceeds covered by this paragraph. Withdrawals from this account shall be made for the economic development purposes specified in Part II of this agreement in accordance with procedures mutually satisfactory to the two Governments. The total amount deposited under this paragraph shall not be less than the local currency equivalent of the dollar disbursement by the

Government of the exporting country in connection with the financing of the commodities including the related ocean transportation costs other than the ocean freight differential. The exchange rate to be used in calculating this local currency equivalent shall be the rate at which the central monetary authority of the importing country, or its authorized agent, sells foreign exchange for local currency in connection with the commercial import of the same commodities. Any such accrued proceeds that are loaned by the Government of the importing country to private or nongovernmental organizations shall be loaned at rates of interest approximately equivalent to those charged for comparable loans in the importing country. The Government of the importing country shall furnish, in such form and at such times as may be requested by the Government of the exporting country, but not less frequently than on an annual basis, reports containing relevant information concerning the accumulation and use of these proceeds, including information concerning the programs for which these proceeds are used, and, when the proceeds are used for loans, the prevailing rate of interest for comparable loans in the importing country.

5. The computation of the initial payment under Part I, Article II, A of this agreement and all computations of principal and interest under numbered paragraphs 2 and 3 of this annex shall be made in United States dollars.

6. All payments shall be in United States dollars or, if the Government of the exporting country so elects,

a. The payments shall be made in local currency at the applicable exchange rate specified in Part I, Article III, G of this agreement in effect on the date of payment

- and shall, at the option of the Government of the exporting country, be converted to United States dollars at the same rate, or used by the Government of the exporting country for payment of its obligations in the importing country, or
- b. The payments shall be made in readily convertible currencies of third countries at a mutually agreed rate of exchange and shall be used by the Government of the exporting country for payment of its obligations.

REPUBLIC OF KOREA

Extension of Loan of Vessels

*Agreement effected by exchange of notes
Signed at Seoul March 30, 1967;
Entered into force March 30, 1967.*

*The Korean Prime Minister and Minister of Foreign Affairs to the
American Ambassador*

MINISTRY OF FOREIGN AFFAIRS
REPUBLIC OF KOREA

OBJ-265

MARCH 30, 1967

EXCELLENCY,

I have the honour to refer to recent conversations between representatives of our two Governments concerning extension by the Government of the United States of America of the loan to the Government of the Republic of Korea of certain vessels and to refer to the Agreement effected by an exchange of notes signed at Seoul on January 29, 1955, the related Agreements loaning additional vessels effected by the exchange of notes signed on August 29, 1955, December 28, 1955, and October 22, 1959 and January 29, 1960, [¹] and to the further related Agreements providing for the extension of the above loans effected by the exchange of notes signed on March 28 and April 1, 1960, and on October 28 and November 4, 1960. [²]

I also have the honour to propose that the loans of the vessels listed hereunder shall be extended for another period of five years in addition to the period previously agreed. In each case the total period of the loan shall be computed from the date of original delivery of each vessel.

¹ TIAS 3163, 3353, 3481, 4411; 6 UST 19, 3053; 7 UST 77; 11 UST 79.

² TIAS 4454, 4658; 11 UST 380, 2647.

| a. ROKN Ship | Ex-U.S. Ship | Date of Delivery | Extended until |
|-----------------|--------------|--------------------|--------------------|
| PF 66 | PF 4 | September 2, 1952 | September 2, 1972 |
| PCEC 51 | PCEC 882 | February 12, 1955 | February 12, 1970 |
| PCEC 52 | PCEC 896 | February 12, 1955 | February 12, 1970 |
| PCEC 53 | PCEC 873 | September 2, 1955 | September 2, 1970 |
| PCEC 55 | PCEC 898 | September 2, 1955 | September 2, 1970 |
| LST 807 | LST 1010 | March 15, 1955 | March 15, 1970 |
| LST 808 | LST 227 | March 29, 1955 | March 29, 1970 |
| LST 809 | LST 218 | March 3, 1955 | March 3, 1970 |
| LSM 601 | LSM 546 | February 16, 1955 | February 16, 1970 |
| LSM 602 | LSM 268 | February 16, 1955 | February 16, 1970 |
| LSM 605 | LSM 462 | February 16, 1955 | February 16, 1970 |
| YO 5 | YO 59 | October 1, 1955 | October 1, 1970 |
| ARL 1 | ARL 15 | October 3, 1955 | October 3, 1970 |
| b. LST 810 | LST 258 | March 5, 1956 | March 5, 1971 |
| LSM 606 | LSM 30 | April 3, 1956 | April 3, 1971 |
| LSM 607 | LSM 96 | April 3, 1956 | April 3, 1971 |
| LSM 608 | LSM 54 | May 3, 1956 | May 3, 1971 |
| LSM 609 | LSM 57 | May 3, 1956 | May 3, 1971 |
| LSM 610 | LSM 19 | September 17, 1956 | September 17, 1971 |
| LSM 611 | LSM 84 | July 3, 1956 | July 3, 1971 |
| LSM 612 | LSM 316 | October 18, 1956 | October 18, 1971 |
| LSM 613 | LSM 17 | October 18, 1956 | October 18, 1971 |
| AKL 907 | USCG WAK 170 | March 2, 1956 | March 2, 1971 |
| AKL 908 | AKL 10 | April 2, 1956 | April 2, 1971 |
| AKL 909 | AKL 35 | September 5, 1956 | September 5, 1971 |
| MSC 519 | YMS 8 | January 6, 1956 | January 6, 1971 |
| MSC 520 | MSC(O) 22 | January 6, 1956 | January 6, 1971 |
| MSC 521 | MSC(O) 27 | January 6, 1956 | January 6, 1971 |
| c. APD 81 | APD 128 | October 15, 1959 | October 15, 1969 |

I further propose that the present note and your note in reply concurring therein shall constitute an agreement between our two Governments that the vessels listed above be continued on loan to the Government of the Republic of Korea under the same terms and conditions as originally agreed, except that the period is herein agreed to be extended, such agreement to enter into force on the date of your note.

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

IL KWON CHUNG

*Prime Minister and
Minister of Foreign Affairs*

His Excellency

Winthrop G. Brown

Ambassador of the

United States of America

Seoul

Korean Version of the Korean Note

대한민국
의무부

외방조 265

1967. 3. 30.

과학,

본인은 미 합중국 정부의 대한민국 정부에 대한 일부 합정의
 대여 연장에 관한 양국 대표자간의 최근 회합에 인공하고 또한
 1959년 1월 29일 서울에서 가서고환으로 체결된 협정 및 1955년
 8월 29일과 12월 28일자 및 1959년 10월 22일과 1960년 1월 29일자와
 가서고환으로 체결된 관계 협정에 인공하는 영광을 가지는 동시에
 1960년 3월 28일과 4월 1일자 및 1960년 10월 28일과 11월 4일자와
 가서고환으로 체결된 전기 합정의 대여기간 연장을 구경한 관계
 협정에 인공하는 영광을 가지는 바입니다.

본인은 또한 하기 합정의 대여기간이 이미 합의된 기간에
 추가하여 5년간 연장될 것임을 계의하는 영광을 가지는 바입니다.
 각기 경우에 있어서 송 대여기간은 각 합정의 최초의 인도일로 부터
 계산되는 것입니다.

미 합중국 대사

원드름 치. 부탁은

서울

| 가. 한국 대구 합정 | 전 미국 합정 | 인 도 일자 | 연 장 기 간 |
|-------------|--------------|---------------|---------------|
| PF 66 | PF 4 | 1952. 9. 2. | 1972. 9. 2. |
| PCEC 51 | PCEC 882 | 1955. 2. 12. | 1970. 2. 12. |
| PCEC 52 | PCEC 896 | 1955. 2. 12. | 1970. 2. 12. |
| PCEC 53 | PCEC 873 | 1955. 9. 2. | 1970. 9. 2. |
| PCEC 55 | PCEC 898 | 1955. 9. 2. | 1970. 9. 2. |
| LST 807 | LST 1010 | 1955. 3. 15. | 1970. 3. 15. |
| LST 808 | LST 227 | 1955. 3. 29. | 1970. 3. 29. |
| LST 809 | LST 218 | 1955. 5. 3. | 1970. 5. 3. |
| LSM 601 | LSM 546 | 1955. 2. 16. | 1970. 2. 16. |
| LSM 602 | LSM 268 | 1955. 2. 16. | 1970. 2. 16. |
| LSM 605 | LSM 462 | 1955. 2. 16. | 1970. 2. 16. |
| YO 5 | YO 59 | 1955. 10. 1. | 1970. 10. 1. |
| ARL 1 | ARL 15 | 1955. 10. 3. | 1970. 10. 3. |
| | | | |
| 나. LST 810 | LST 258 | 1955. 3. 5. | 1971. 3. 5. |
| LSM 606 | LSM 30 | 1956. 4. 3. | 1971. 4. 3. |
| LSM 607 | LSM 96 | 1956. 4. 3. | 1971. 4. 3. |
| LSM 608 | LSM 54 | 1956. 5. 3. | 1971. 5. 3. |
| LSM 609 | LSM 57 | 1956. 5. 3. | 1971. 5. 3. |
| LSM 610 | LSM 19 | 1956. 9. 17. | 1971. 9. 17. |
| LSM 611 | LSM 84 | 1956. 7. 3. | 1971. 7. 3. |
| LSM 612 | LSM 316 | 1956. 10. 18. | 1971. 10. 18. |
| LSM 613 | LSM 17 | 1956. 10. 18. | 1971. 10. 18. |
| AKL 907 | USCG WAK 170 | 1956. 3. 2. | 1971. 3. 2. |
| AKL 908 | AKL 10 | 1956. 4. 2. | 1971. 4. 2. |
| AKL 909 | AKL 35 | 1956. 9. 5. | 1971. 9. 5. |
| MSC 519 | YMS 8 | 1956. 1. 6. | 1971. 1. 6. |
| MSC 520 | MSC {0} 22 | 1956. 1. 6. | 1971. 1. 6. |
| MSC 521 | MSC {0} 27 | 1956. 1. 6. | 1971. 1. 6. |
| | | | |
| 다. APD 81 | APD 128 | 1959. 10. 15. | 1969. 10. 15. |

본인은 대한 이 고서와 이에 동의하는 과하의 회답과서는 대여기간

연장에 대한 이법 합의를 제외하고, 최초에 합의된 것과 동일한 규정과

조건에 따라 전기 합정들이 계속 대한민국 정부에 대여된다는 양국간의

합의를 형성하며 이 합정은 과하의 회답과서 일자로 부터 밝호할 것임을

제외하는 영광을 가지는 바입니다.

과하에게 본인의 최초의 경의를 표하는 바입니다.

국무총티켓
외무부장관

*The American Ambassador to the Korean Prime Minister and Minister
of Foreign Affairs*

No. 998

MARCH 30, 1967

EXCELLENCY:

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

"I have the honor to refer to recent conversations between representatives of our two Governments concerning extension by the Government of the United States of America of the loan to the Government of the Republic of Korea of certain vessels and to refer to the Agreement effected by an exchange of notes signed at Seoul on January 29, 1955, the related Agreements loaning additional vessels effected by the exchange of notes signed on August 29, 1955, December 28, 1955, and October 22, 1959 and January 29, 1960, and to the further related Agreements providing for the extension of the above loans effected by the exchange of notes signed on March 28 and April 1, 1960, and on October 28 and November 4, 1960.

"I also have the honor to propose that the loans of the vessels listed hereunder shall be extended for another period of five years in addition to the period previously agreed. In each case the total period of the loan shall be computed from the date of original delivery of each vessel.

| "a. ROKN : Ship | Ex-U.S. Ship | Date of Delivery | Extended until |
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| ARL 1 | ARL 15 | October 3, 1955 | October 3, 1970 |
| "b. LST 810 | LST 258 | March 5, 1956 | March 5, 1971 |
| LSM 606 | LSM 30 | April 3, 1956 | April 3, 1971 |
| LSM 607 | LSM 96 | April 3, 1956 | April 3, 1971 |
| LSM 608 | LSM 54 | May 3, 1956 | May 3, 1971 |
| LSM 699 | LSM 57 | May 3, 1956 | May 3, 1971 |
| LSM 610 | LSM 19 | September 17, 1956 | September 17, 1971 |
| LSM 611 | LSM 84 | July 3, 1956 | July 3, 1971 |
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| "c. APD 81 | APD 128 | October 15, 1959 | October 15, 1969 |

"I further propose that the present note and your note in reply concurring therein shall constitute an agreement between our two Governments that the vessels listed above be continued on loan to the Government of the Republic of Korea under the same terms and conditions as originally agreed, except that the period is herein agreed to be extended, such agreement to enter into force on the date of your note.

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

I have the honor to inform you that the proposals contained in your note are acceptable to the Government of the United States of America and to confirm that your note and this reply constitute an agreement between our two Governments on this subject, which will enter into force as from this date.

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

WINTHROP G. BROWN

His Excellency

IL KWON CHUNG

Prime Minister and

Minister of Foreign Affairs

Seoul

TURKEY

Status of United States Forces in Turkey: Duty Certificates

*Agreement effected by exchange of notes
Signed at Ankara September 24, 1968;
Entered into force September 24, 1968.*

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

No. 2611

ANKARA, September 24, 1968.

EXCELLENCY:

I have the honor to refer to discussions between representatives of our two Governments concerning duty certificates in implementation of Article VII, paragraph 3(a)(ii) of the Agreement between the Parties to the North Atlantic Treaty regarding the Status of Their Forces [¹] and have the honor to propose the following:

Article 1. In case of offenses arising out of any act or omission done in the performance of official duty, the duty certificates will, in conformity with the spirit and the letter of the Agreement between the Parties of the North Atlantic Treaty regarding the Status of their Forces and according to the practices in the other NATO countries, be issued by the authorities of the Sending State and will be put into effect by the authorities of the Government of Turkey in conformity with the spirit and the letter of the Agreement between the Parties of the North Atlantic Treaty regarding the Status of their Forces, and according to the practices in the other NATO countries.

Article 2. In implementation of Article 1, the following procedures shall apply:

(A) Upon being informed that the accused is entitled to benefit from the provisions of the aforesaid Agreement, the Public Prosecutor of the locality where the offense has been committed shall inquire of the TGS, through the Ministry of Justice, whether the offense arose out of any act or omission done in the perform-

¹ TIAS 2846; 4 UST 1800.

ance of official duty. The TGS shall then inquire of the concerned authorities of the Sending State about this matter. (If the Sending State is the United States, the concerned authority will be the highest ranking commanding officer of United States Forces in Turkey.)

(B) If after investigation, the concerned authorities of the Sending State deem that a certificate, attesting that the alleged offense arose out of any act or omission done in the performance of official duty, should be issued in conformity with the provisions of Article I above, one copy of that certificate shall be forwarded immediately to the TGS and another to the commander of the unit to which the accused is assigned or attached.

(C) If accepted by the TGS the duty certificate will be sent through the Ministry of Justice, to the Public Prosecutor of the locality where the offense has been committed. Upon receipt of the duty certificate from the Ministry of Justice, the action against the accused shall be suspended by the competent judicial authorities, and the file of the accused shall be sent to the TGS. The TGS will then, except in cases covered by paragraphs (D) and (E) below, forward the file to the concerned authorities of the Sending State. The case against the accused will then be dismissed. The concerned authorities of the Sending State will officially inform the TGS of the outcome of the case.

(D) If not found acceptable by the TGS and withdrawn by the concerned authorities of the Sending State, the TGS will, through Ministry of Justice, so notify the Public Prosecutor of the locality where the offense has been committed. The Public Prosecutor of the said locality will, through the Ministry of Justice, inform the Turkish General Staff of the outcome of the case. The latter will in turn transmit this information to the concerned authorities of the Sending State.

(E) If the duty certificate is not found acceptable by the TGS and not withdrawn by the concerned authorities of the Sending State, the Ministry of Foreign Affairs will be informed with a view to reaching an agreement through negotiations with the diplomatic representative of the Sending State with the participation of TGS and a military representative of the Sending State and in consultation with other concerned Turkish authorities. In the meantime the duty certificate, as well as the legal action against the accused, will be suspended without affecting the availability of the accused for trial by Turkish courts if the duty certificate is not found acceptable. The outcome of these negotiations such as the acceptance of the duty certificate or its withdrawal by the concerned military authorities of the Sending State will be communicated to the Public Prosecutor of the locality where the offense has been committed, in the same manner as foreseen in paragraphs (C) and (D) above for appropriate action."

I have the honor to propose that, if the foregoing is acceptable to the Government of Turkey, this note and Your Excellency's reply concurring therein shall constitute an agreement between our two Governments which shall enter into force on the date of Your Excellency's reply. It is the understanding of my Government that the agreement concerning duty certificates contained in the aide-memoire which were exchanged on July 28, 1956, [¹] will be considered terminated on that same date.

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

PARKER T. HART

His Excellency

IHSAN SABRI CAGLAYANGIL,
*Minister of Foreign Affairs
of the Republic of Turkey,
Ankara.*

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

TÜRKİYE CUMHURİYETİ
DİŞİŞLERİ BAKANLIĞI [²]

Note No: 6302/5399

ANKARA, September 24, 1698

EXCELLENCY:

I have the honour to acknowledge the receipt of Your Note of September 24, 1968 which reads as follows:

"EXCELLENCY:

I have the honour to refer to discussions between representatives of our two Governments concerning duty certificates in implementation of Article VII, paragraph 3(a) (ii) of the Agreement between the Parties to the North Atlantic Treaty regarding the Status of Their Forces and have the honour to propose the following:

Article 1. In case of offences arising out of any act or omission done in the performance of official duty, the duty certificates will, in conformity with the spirit and the letter of the Agreement between the Parties of the North Atlantic Treaty regarding the Status of Their Forces and according to the practices in the other NATO countries, be issued by the authorities of the Sending State

^¹ Not printed.

^² Republic of Turkey
Ministry of Foreign Affairs

and will be put into effect by the authorities of the Government of Turkey in conformity with the spirit and the letter of the Agreement between the Parties of the North Atlantic Treaty regarding the Status of Their Forces, and according to the practices in the other NATO countries.

Article 2. In implementation of Article 1, the following procedures shall apply:

(A) Upon being informed that the accused is entitled to benefit from the provisions of the afore-said Agreement, the Public Prosecutor of the locality where the offense has been committed shall inquire of the Turkish General Staff, through the Ministry of Justice, whether the offense arose out of any act or omission done in the performance of official duty. The Turkish General Staff shall then inquire of the concerned authorities of the Sending State about this matter. (If the Sending State is the United States, the concerned authority will be the highest ranking commanding officer of the United States Forces in Turkey.)

(B) If after investigation, the concerned authorities of the Sending State deem that a certificate, attesting that the alleged offense arose out of any act or omission done in the performance of official duty, should be issued in conformity with the provisions of Article 1 above, one copy of that certificate shall be forwarded immediately to the Turkish General Staff and another to the commander of the unit to which the accused is assigned or attached.

(C) If accepted by the Turkish General Staff duty certificate will be sent through the Ministry of Justice, to the Public Prosecutor of the locality where the offense has been committed. Upon receipt of the duty certificate from the Ministry of Justice, the action against the accused shall be suspended by the competent judicial authorities and the file of the accused shall be sent to the Turkish General Staff. The Turkish General Staff will then, except in cases covered by paragraphs (D) and (E) below, forward the file to the concerned authorities of the Sending State. The case against the accused will then be dismissed. The concerned authorities of the Sending State will officially inform the Turkish General Staff of the outcome of the case.

(D) If not found acceptable by the Turkish General Staff and withdrawn by the concerned authorities of the Sending State, the Turkish General Staff will, through Ministry of Justice, so notify the Public Prosecutor of the locality where the offense has been committed. The Public Prosecutor of the said locality will, through the Ministry of Justice, inform the Turkish General Staff of the outcome of the case. The latter will in turn transmit this information to the concerned authorities of the Sending State.

(E) If the duty certificate is not found acceptable by the Turkish General Staff and not withdrawn by the concerned authorities of the Sending State, the Ministry of Foreign Affairs will be informed with a view to reaching an agreement through negotiations with the diplomatic representative of the Sending State with the participation of Turkish General Staff and a military representative of the Sending State, and in consultation with other concerned Turkish authorities. In the meantime the duty certificate, as well as the legal action against the accused, will be suspended without affecting the availability of the accused for trial by Turkish courts if the duty certificate is not found acceptable. The outcome of these negotiations such as the acceptance of the duty certificate or its withdrawal by the concerned military authorities of the Sending State will be communicated to the Public Prosecutor of the locality where the offense has been committed, in the same manner as foreseen in paragraphs (C) and (D) above for appropriate action.

I have the honour to propose that, if the foregoing is acceptable to the Government of Turkey, this note and Your Excellency's reply concurring therein shall constitute an agreement between our two Governments which shall enter into force on the date of Your Excellency's reply. It is the understanding of my Government that the agreement concerning duty certificates contained in the aide-memoire which were exchanged on July 28 1956, will be considered terminated on that same date.

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

In reply, I have the honour to inform You that my Government is in agreement with the foregoing.

Accept, Excellency, the assurances of my highest consideration.

İhsan Sabri Caglayangil
Minister of Foreign Affairs

His Excellency
PARKER THOMPSON HART
Ambassador of the
United States of America
Ankara

MULTILATERAL

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

*Agreement signed at Vienna March 10, 1967;
Entered into force October 31, 1968.*

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

WHEREAS the Government of the United States of America and the Government of the United States of Brazil have been co-operating on the civil uses of atomic energy under their Agreement for Cooperation of 8 July 1965,[¹] which requires that equipment, devices and materials made available to Brazil by the United States be used solely for peaceful purposes and establishes a system of safeguards to that end;

WHEREAS the Agreement for Cooperation reflects the mutual recognition of the two Governments of the desirability of arranging for the Agency to administer safeguards as soon as practicable;

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

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

WHEREAS the Board of Governors of the Agency approved that request on 22 February 1966;

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

¹TIAS 6126; 17 UST 1659.

²TIAS 3873; 8 UST 1093.

PART I**Definitions**

Section 1. For the purposes of this Agreement:

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

PART II**Undertakings by the Governments and the Agency**

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

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

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

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

Section 6. The United States agrees that its rights under Article VI of the Agreement for Cooperation to apply safeguards to equipment,

devices and materials subject to that Agreement will be suspended with respect to materials, equipment and facilities while they are listed in the Inventory for Brazil. It is understood that no other rights and obligations of Brazil and the United States between themselves under Article VI and under other provisions of the Agreement for Cooperation, including those arising by reason of paragraph B of Article VII, will be affected by this Agreement.

Section 7. If the Agency is relieved, pursuant to Section 21(a), of its undertaking in Section 4, or if for any other reason the Board determines that the Agency is unable to ensure that any material, equipment or facility listed in an Inventory is not being used for any military purpose, the material, equipment or facility involved shall thereby automatically be removed from such Inventory until the Board determines that the Agency is again able to apply safeguards thereto. When, under this Section, an item is removed from the Inventory for either Government, the Agency may, at the request of the other Government, provide it with information available to the Agency about such material, equipment or facility in order to enable that Government to exercise effectively its rights thereto.

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

PART III

Inventories and Notifications

Section 9.

- (a) An initial list of all the materials, equipment and facilities which are within the jurisdiction of Brazil and subject to the Agreement for Cooperation shall be prepared by the two Governments and submitted jointly to the Agency as promptly as feasible after the entry into force of this Agreement. The Agency's acceptance thereof shall establish the Inventory for Brazil and the Agency will thereupon commence applying safeguards to such materials, equipment and facilities.
- (b) Thereafter Brazil and the United States shall jointly notify the Agency of:
 - (i) Any transfer from the United States to Brazil under their Agreement for Cooperation of materials, equipment or facilities;
 - (ii) Any transfer from Brazil to the United States of any special fissionable material which has been included in the Inventory for Brazil pursuant to Section 12; and
 - (iii) Any other materials, equipment and facilities which as a consequence of the transfers referred to in (i) and (ii) above come within the scope of the Category described in Section 10 (b) or (e).

- (c) The Agency shall, within 30 days of its receipt of a joint notification, advise both Governments either:
- (i) That the items covered by the notification are listed in the appropriate Inventory as of the date of the Agency's advice; or
 - (ii) That the Agency is unable to apply safeguards to such items, in which case, however, it may indicate at what future time or under what conditions it would be able to apply safeguards thereto if the Governments so desire.

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

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

- (d) Category I of the Inventory with respect to the United States shall list:
- (i) Special fissionable material of whose transfer from Brazil the Agency has been notified pursuant to Section 9(b)(ii) or material substituted therefor, in accordance with paragraph 25 or 26(d) of the Safeguards Document; or
 - (ii) Special fissionable material produced in the United States, as specified in Section 12, or any material substituted therefor, in accordance with paragraph 25 or 26(d) of the Safeguards Document.
- (e) Category II of the Inventory with respect to the United States shall list any equipment or facility while it is containing, using, fabricating or processing any material listed in Category I of the Inventory for the United States.
- (f) Category III of the Inventory with respect to the United States shall list any material which would normally be listed in Category I of the Inventory for the United States but which is not so listed because:
- (i) It is exempt from Safeguards in accordance with the provisions of paragraph 21, 22 or 23 of the Safeguards Document; or
 - (ii) Safeguards thereon are suspended in accordance with the provisions of paragraph 24 or 25 of the Safeguards Document.

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

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

Section 12. Each Government shall notify the Agency, by means of its reports pursuant to the Safeguards Document, of any special fissionable material it has produced, during the period covered by the

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

Section 13. The two Governments shall jointly notify the Agency of the transfer to the United States of any materials, equipment or facilities listed in the Inventory for Brazil. Upon receipt thereof by the United States:

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

Section 14. The two Governments shall jointly notify the Agency of any transfer of materials, equipment or facilities listed in Category I of the Inventory to a recipient which is not under the jurisdiction of either of the two Governments. Such materials, equipment or facilities may be transferred and shall thereupon be deleted from the Inventory, provided that:

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

Section 15. Whenever either Government intends to transfer material or equipment, listed in Category I of its Inventory, to a facility within its jurisdiction which the Agency has not previously accepted for listing in that Government's Inventory, the Government shall so notify the Agency and may make the transfer to that facility only after the Agency has accepted the facility for listing in that Government's Inventory.

Section 16. The notifications provided for in Sections 13, 14 and 15 shall be sent to the Agency at least two weeks before the material, equipment or facility is to be transferred. The contents of these notifications shall conform, as far as appropriate, to the requirements of Section 11.

Section 17. The Agency shall exempt from safeguards nuclear material under the conditions specified in paragraph 21, 22 or 23 of the Safeguards Document and shall suspend safeguards with respect to

nuclear material under the conditions specified in paragraph 24 or 25 of the Document.

Section 18. The Agency shall terminate safeguards under this Agreement with respect to those items deleted from an Inventory as provided in Sections 13(b) and 14 above. Nuclear material other than that covered by the preceding sentence shall be deleted from the Inventory and Agency safeguards thereon shall be terminated as provided in paragraph 26 of the Safeguards Document.

PART IV

Safeguards Procedures

Section 19. In applying safeguards, the Agency shall observe the principles set forth in paragraphs 9 through 14 of the Safeguards Document.

Section 20. The safeguards to be applied by the Agency to the items listed in the Inventories are those procedures specified in Part III of the Safeguards Document. The Agency shall make subsidiary arrangements with each Government concerning the implementation of safeguards procedures. The Agency shall have the right to request the information referred to in paragraph 41 of the Safeguards Document and to make the inspections referred to in paragraphs 51 and 52 of the Safeguards Document.

Section 21. If the Board determines that there has been any non-compliance with this Agreement, the Board shall call upon the Government concerned to remedy such noncompliance forthwith, and shall make such reports as it deems appropriate. If the Government fails to take fully corrective action within a reasonable time:

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

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

PART V

Agency Inspectors

Section 22. Agency inspectors performing functions pursuant to this Agreement shall be governed by paragraphs 1 through 7 and 9, 10, 12 and 14 of the Inspectors Document. However, paragraph 4 of the Inspectors Document shall not apply with regard to any facility or to nuclear material to which the Agency has access at all times. The actual procedures to implement paragraph 50 of the Safeguards Document

in the United States and in Brazil shall be agreed between the Agency and the Government concerned before the facility or material is listed in the Inventory.

Section 23. Brazil shall apply the relevant provisions of the Agreement on the Privileges and Immunities of the Agency to Agency inspectors performing functions under this Agreement and to any property of the Agency used by them.

Section 24. The provisions of the International Organizations Immunities Act of the United States shall apply to Agency inspectors performing functions in the United States of America under this Agreement and to any property of the Agency used by them.

PART VI

Finance

Section 25. Each Party shall bear any expense incurred in the implementation of its responsibilities under this Agreement. The Agency shall reimburse each Government for any special expenses, including those referred to in paragraph 6 of the Inspectors Document, incurred by the Government or persons under its jurisdiction at the written request of the Agency, if the Government notified the Agency before the expense was incurred that reimbursement would be required. These provisions shall not prejudice the allocation of expenses attributable to a failure by a Party to comply with this Agreement.

Section 26.

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

PART VII

Settlement of Disputes

Section 27. Any dispute arising out of the interpretation or application of this Agreement which is not settled by negotiation or as may otherwise be agreed by the Parties concerned shall on the request of any Party be submitted to an arbitral tribunal composed as follows:

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

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

Section 28. Decisions of the Board concerning the implementation of this Agreement, except such as relate only to Part VI, shall, if they so provide, be given effect immediately by the Parties, pending the final settlement of any dispute.

PART VIII

Amendment, Modifications, Entry into Force and Duration

Section 29. The Parties shall, at the request of any one of them, consult about amending this Agreement. If the Board modifies the Safeguards Document, or the scope of the safeguards system, this Agreement shall be amended at the request of the Governments to take account of any or all such modifications. If the Board modifies the Inspectors Document, this Agreement shall be amended at the request of the Governments to take account of any or all such modifications.

Section 30.

- (a) This Agreement shall be signed by the Director General of the Agency or his representative and by the authorized representative of each Government.
- (b) This Agreement shall enter into force on the date on which the Agency shall have received from the two Governments written notification that they have complied with all statutory and constitutional requirements for its entry into force.^[1]

Section 31. This Agreement shall remain in force during the term of the Agreement for Cooperation, as extended from time to time, unless terminated sooner by any Party upon six months' notice to the other Parties or as may otherwise be agreed. It may be prolonged for further periods as agreed by the Parties and may be terminated sooner by any Party on six months' notice to the other Parties or as may be otherwise agreed. However, this Agreement shall remain in force with regard to any nuclear material referred to in Section 10(a)(iii) or 10(d) until the Agency has notified both Governments that it has terminated safeguards on such material in accordance with Section 18.

DONE in Vienna, this 10th day of March 1967, in triplicate in the English language.

FOR THE INTERNATIONAL ATOMIC ENERGY AGENCY:

SIGVARD EKLUND

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA:

VERNE B LEWIS

FOR THE GOVERNMENT OF THE UNITED STATES OF BRAZIL:

HELIO F. S. BITTENCOURT

¹ Oct. 31, 1968.

MULTILATERAL

International Coffee Agreement, 1968

Open for signature at United Nations Headquarters March 18–31, 1968;

Ratification advised by the Senate of the United States of America June 28, 1968;

Ratified by the President of the United States of America July 10, 1968;

Ratification of the United States of America deposited with the General Secretariat of the United Nations November 1, 1968;

Proclaimed by the President of the United States of America November 18, 1968;

Entered into force provisionally October 1, 1968.

BY THE PRESIDENT OF THE UNITED STATES OF AMERICA

A PROCLAMATION

WHEREAS the International Coffee Agreement, 1968, was open for signature at the United Nations Headquarters in New York until and including March 31, 1968, and was signed by the respective Plenipotentiaries of the Government of the United States of America and the Governments of certain other countries;

WHEREAS the text of the said Agreement, in the English, French, Portuguese, Russian, and Spanish languages as certified by the General Secretariat of the United Nations, is word for word as follows:

INTERNATIONAL COFFEE AGREEMENT**1968*****UNITED NATIONS******1968***

INTERNATIONAL COFFEE AGREEMENT, 1968

Preamble

The Governments Parties to this Agreement,

Recognizing the exceptional importance of coffee to the economies of many countries which are largely dependent upon this commodity for their export earnings and thus for the continuation of their development programmes in the social and economic fields;

Considering that close international co-operation on coffee marketing will stimulate the economic diversification and development of coffee-producing countries and thus contribute to a strengthening of the political and economic bonds between producers and consumers;

Finding reason to expect a tendency toward persistent disequilibrium between production and consumption, accumulation of burdensome stocks, and pronounced fluctuations in prices, which can be harmful both to producers and to consumers;

Believing that, in the absence of international measures, this situation cannot be corrected by normal market forces; and

Noting the renegotiation by the International Coffee Council of the International Coffee Agreement, 1962,^[1]

Have agreed as follows:

CHAPTER I - OBJECTIVES

Article 1

Objectives

The objectives of the Agreement are:

(1) to achieve a reasonable balance between supply and demand on a basis which will assure adequate supplies of coffee to consumers and markets for coffee to producers at equitable prices and which will bring about long-term equilibrium between production and consumption;

¹TIAS 5505; 14 UST 1911. (Footnote added by the Department of State.)

(2) to alleviate the serious hardship caused by burdensome surpluses and excessive fluctuations in the prices of coffee which are harmful both to producers and to consumers;

(3) to contribute to the development of productive resources and to the promotion and maintenance of employment and income in the Member countries, thereby helping to bring about fair wages, higher living standards, and better working conditions;

(4) to assist in increasing the purchasing power of coffee-exporting countries by keeping prices at equitable levels and by increasing consumption;

(5) to encourage the consumption of coffee by every possible means; and

(6) in general, in recognition of the relationship of the trade in coffee to the economic stability of markets for industrial products, to further international co-operation in connexion with world coffee problems.

CHAPTER II - DEFINITIONS

Article 2

Definitions

For the purposes of the Agreement:

(1) "Coffee" means the beans and berries of the coffee tree, whether parchment, green or roasted, and includes ground, decaffeinated, liquid and soluble coffee. These terms shall have the following meaning:

(a) "green coffee" means all coffee in the naked bean form before roasting;

(b) "coffee berries" means the complete fruit of the coffee tree; to find the equivalent of coffee berries to green coffee, multiply the net weight of the dried coffee berries by 0.50;

- (c) "parchment coffee" means the green coffee bean contained in the parchment skin; to find the equivalent of parchment coffee to green coffee, multiply the net weight of the parchment coffee by 0.80;
 - (d) "roasted coffee" means green coffee roasted to any degree and includes ground coffee; to find the equivalent of roasted coffee to green coffee, multiply the net weight of roasted coffee by 1.19;
 - (e) "decaffeinated coffee" means green, roasted or soluble coffee from which caffeine has been extracted; to find the equivalent of decaffeinated coffee to green coffee, multiply the net weight of the decaffeinated coffee in green, roasted or soluble form by 1.00, 1.19 or 3.00 respectively;
 - (f) "liquid coffee" means the water-soluble solids derived from roasted coffee and put into liquid form; to find the equivalent of liquid to green coffee, multiply the net weight of the dried coffee solids contained in the liquid coffee by 3.00;
 - (g) "soluble coffee" means the dried water-soluble solids derived from roasted coffee; to find the equivalent of soluble coffee to green coffee, multiply the net weight of the soluble coffee by 3.00.
- (2) "Bag" means 60 kilogrammes or 132.276 pounds of green coffee; "ton" means a metric ton of 1,000 kilogrammes or 2,204.6 pounds; and "pound" means 453.597 grammes.
- (3) "Coffee year" means the period of one year, from 1 October through 30 September.
- (4) "Export of Coffee" means, except as otherwise provided in Article 39, any shipment of coffee which leaves the territory of the country where the coffee was grown.

(5) "Organization", "Council" and "Board" mean, respectively, the International Coffee Organization, the International Coffee Council, and the Executive Board referred to in Article 7 of the Agreement.

(6) "Member" means a Contracting Party; a dependent territory or territories in respect of which separate Membership has been declared under Article 4; or two or more Contracting Parties or dependent territories, or both, which participate in the Organization as a Member group under Article 5 or 6.

(7) "Exporting Member" or "exporting country" means a Member or country, respectively, which is a net exporter of coffee; that is, whose exports exceed its imports.

(8) "Importing Member" or "importing country" means a Member or country, respectively, which is a net importer of coffee; that is, whose imports exceed its exports.

(9) "Producing Member" or "producing country" means a Member or country, respectively, which grows coffee in commercially significant quantities.

(10) "Distributed simple majority vote" means a majority of the votes cast by exporting Members present and voting, and a majority of the votes cast by importing Members present and voting, counted separately.

(11) "Distributed two-thirds majority vote" means a two-thirds majority of the votes cast by exporting Members present and voting and a two-thirds majority of the votes cast by importing Members present and voting, counted separately.

(12) "Entry into force" means, except as otherwise provided, the date on which the Agreement enters into force, whether provisionally or definitively.

(13) "Exportable production" means the total production of coffee of an exporting country in a given coffee year less the amount destined for domestic consumption in the same year.

(14) "Availability for export" means the exportable production of an exporting country in a given coffee year plus accumulated stocks from previous years.

(15) "Export entitlement" means the total quantity of coffee which a Member is authorized to export under the various provisions of the Agreement, but excluding exports which under the provisions of Article 40 are not charged to quotas.

(16) "Authorized exports" means actual exports covered by the export entitlement.

(17) "Permitted exports" means the sum of authorized exports and exports which under the provisions of Article 40 are not charged to quotas.

CHAPTER III - MEMBERSHIP

Article 3

Membership in the Organization

(1) Each Contracting Party, together with those of its dependent territories to which the Agreement is extended under paragraph (1) of Article 65, shall constitute a single Member of the Organization, except as otherwise provided under Articles 4, 5 and 6.

(2) A Member may change its category of Membership, previously declared on approval, ratification, acceptance or accession to the Agreement, on such conditions as the Council may agree.

(3) On application by two or more importing Members for a change in the form of their participation in the Agreement and/or their representation in the Organization, and notwithstanding other provisions of the Agreement, the Council may, after consultation with the Members concerned, determine the conditions which shall be applicable to such changed participation and/or representation.

Article 4

Separate Membership in respect of Dependent Territories

Any Contracting Party which is a net importer of coffee may, at any time, by appropriate notification in accordance with paragraph (2) of Article 65, declare that it is participating in the Organization separately with respect to any of its dependent territories which are net exporters of coffee and which it designates. In such case, the metropolitan territory and its non-designated dependent territories will have a single Membership, and its designated dependent territories, either individually or collectively as the notification indicates, will have separate Membership.

Article 5

Group Membership upon Joining the Organization

(1) Two or more Contracting Parties which are net exporters of coffee may, by appropriate notification to the Secretary-General of the United Nations at the time of deposit of their respective instruments of approval, ratification, acceptance or accession and to the Council, declare that they are joining the Organization as a Member group. A dependent territory to which the Agreement has been extended under paragraph (1) of Article 65 may constitute part of such a Member group if the Government of the State responsible for its international relations has given appropriate notification thereof under paragraph (2) of Article 65. Such Contracting Parties and dependent territories must satisfy the following conditions:

- (a) they shall declare their willingness to accept responsibility for group obligations in an individual as well as a group capacity;
- (b) they shall subsequently provide sufficient evidence to the Council that the group has the organization necessary to implement a common coffee policy, and that they

have the means of complying, together with the other parties to the group, with their obligations under the Agreement; and

- (c) they shall subsequently provide evidence to the Council either:

- (i) that they have been recognized as a group in a previous international coffee agreement; or
- (ii) that they have:
 - (a) a common or co-ordinated commercial and economic policy in relation to coffee; and
 - (b) a co-ordinated monetary and financial policy, as well as the organs necessary for implementing such a policy, so that the Council is satisfied that the Member group can comply with the spirit of group membership and the group obligations involved.

(2) The Member group shall constitute a single Member of the Organization, except that each party to the group shall be treated as if it were a single Member as regards all matters arising under the following provisions:

- (a) Chapters XIII, XIV and XVI;
- (b) Articles 10, 11 and 19 of Chapter IV; and
- (c) Article 68 of Chapter XX.

(3) The Contracting Parties and dependent territories joining as a Member group shall specify the Government or organization which will represent them in the Council as regards all matters arising under the Agreement other than those specified in paragraph (2) of this Article.

- (4) The Member group's voting rights shall be as follows:

- (a) the Member group shall have the same number of basic votes as a single Member country joining the Organization in an individual capacity. These basic votes shall be attributed to and exercised by the Government or organization representing the group;
- (b) in the event of a vote on any matters arising under provisions specified in paragraph (2) of this Article, the parties to the Member group may exercise separately the votes attributed to them by the provisions of paragraph (3) of Article 12 as if each were an individual Member of the Organization, except for the basic votes, which shall remain attributable only to the Government or organization representing the group.

(5) Any Contracting Party or dependent territory which is a party to a Member group may, by notification to the Council, withdraw from that group and become a separate Member. Such withdrawal shall take effect upon receipt of the notification by the Council. In case of such withdrawal from a group, or in case a party to a group ceases, by withdrawal from the Organization or otherwise, to be such a party, the remaining parties to the group may apply to the Council to maintain the group, and the group shall continue to exist unless the Council disapproves the application. If the Member group is dissolved, each former party to the group will become a separate Member. A Member which has ceased to be a party to a group may not, as long as the Agreement remains in force, again become a party to a group.

Article 6

Subsequent Group Membership

Two or more exporting Members may, at any time after the Agreement has entered into force with respect to them, apply to the Council

to form a Member group. The Council shall approve the application if it finds that the Members have made a declaration, and have provided evidence, satisfying the requirements of paragraph (1) of Article 5. Upon such approval, the Member group shall be subject to the provisions of paragraphs (2), (3), (4) and (5) of that Article.

CHAPTER IV - ORGANIZATION AND ADMINISTRATION

Article 7

Seat and Structure of the International Coffee Organization

- (1) The International Coffee Organization established under the 1962 Agreement shall continue in being to administer the provisions and supervise the operation of the Agreement.
- (2) The seat of the Organization shall be in London unless the Council by a distributed two-thirds majority vote decides otherwise.
- (3) The Organization shall function through the International Coffee Council, its Executive Board, its Executive Director and its staff.

Article 8

Composition of the International Coffee Council

- (1) The highest authority of the Organization shall be the International Coffee Council, which shall consist of all the Members of the Organization.
- (2) Each Member shall be represented on the Council by a representative and one or more alternates. A Member may also designate one or more advisers to accompany its representative or alternates.

Article 9Powers and Functions of the Council

(1) All powers specifically conferred by the Agreement shall be vested in the Council, which shall have the powers and perform the functions necessary to carry out the provisions of the Agreement.

(2) The Council shall, by a distributed two-thirds majority vote, establish such rules and regulations, including its own rules of procedure and the financial and staff regulations of the Organization, as are necessary to carry out the provisions of the Agreement and are consistent therewith. The Council may, in its rules of procedure, provide a procedure whereby it may, without meeting, decide specific questions.

(3) The Council shall also keep such records as are required to perform its functions under the Agreement and such other records as it considers desirable. The Council shall publish an annual report.

Article 10Election of the Chairman and Vice-Chairmen of the Council

(1) The Council shall elect, for each coffee year, a Chairman and a first, a second and a third Vice-Chairman.

(2) As a general rule, the Chairman and the first Vice-Chairman shall both be elected either from among the representatives of exporting Members, or from among the representatives of importing Members, and the second and the third Vice-Chairmen, shall be elected from representatives of the other category of Members. These offices shall alternate each coffee year between the two categories of Members.

(3) Neither the Chairman nor any Vice-Chairman acting as Chairman shall have the right to vote. His alternate will in such case exercise the Member's voting rights.

Article 11

Sessions of the Council

As a general rule, the Council shall hold regular sessions twice a year. It may hold special sessions if it so decides. Special sessions shall also be held when either the Executive Board, or any five Members, or a Member or Members having at least 200 votes so request. Notice of sessions shall be given at least thirty days in advance, except in cases of emergency. Sessions shall be held at the seat of the Organization, unless the Council decides otherwise.

Article 12

Votes

(1) The exporting Members shall together hold 1,000 votes and the importing Members shall together hold 1,000 votes, distributed within each category of Members--that is, exporting and importing Members, respectively--as provided in the following paragraphs of this Article.

(2) Each Member shall have five basic votes, provided that the total number of basic votes within each category of Members does not exceed 150. Should there be more than thirty exporting Members or more than thirty importing Members, the number of basic votes for each Member within that category of Members shall be adjusted so as to keep the number of basic votes for each category of Members within the maximum of 150.

(3) The remaining votes of exporting Members shall be divided among those Members in proportion to their respective basic export quotas, except that in the event of a vote on any matter arising under the provisions specified in paragraph (2) of Article 5, the remaining votes of a Member group shall be divided among the parties to that group in proportion to their respective participation in the basic export quota of the Member group. Any exporting Member to which a

basic quota has not been allotted shall receive no share of these remaining votes.

(4) The remaining votes of importing Members shall be divided among those Members in proportion to the average volume of their respective coffee imports in the preceding three-year period.

(5) The distribution of votes shall be determined by the Council at the beginning of each coffee year and shall remain in effect during that year, except as provided in paragraph (6) of this Article.

(6) The Council shall provide for the redistribution of votes in accordance with this Article whenever there is a change in the Membership of the Organization, or if the voting rights of a Member are suspended or regained under the provisions of Articles 25, 38, 45, 48, 54 or 59.

(7) No Member shall hold more than 400 votes.

(8) There shall be no fractional votes.

Article 13

Voting Procedure of the Council

(1) Each representative shall be entitled to cast the number of votes held by the Member represented by him, and cannot divide its votes. He may, however, cast differently any votes which he exercises pursuant to paragraph (2) of this Article.

(2) Any exporting Member may authorize any other exporting Member, and any importing Member may authorize any other importing Member, to represent its interests and to exercise its right to vote at any meeting or meetings of the Council. The limitation provided for in paragraph (7) of Article 12 shall not apply in this case.

Article 14

Decisions of the Council

(1) All decisions of the Council shall be taken, and all recommendations shall be made, by a distributed simple majority vote unless otherwise provided in the Agreement.

(2) The following procedure shall apply with respect to any action by the Council which under the Agreement requires a distributed two-thirds majority vote:

- (a) if a distributed two-thirds majority vote is not obtained because of the negative vote of three or less exporting or three or less importing Members, the proposal shall, if the Council so decides by a majority of the Members present and by a distributed simple majority vote, be put to a vote again within 48 hours;
- (b) if a distributed two-thirds majority vote is again not obtained because of the negative vote of two or less importing or two or less exporting Members, the proposal shall, if the Council so decides by a majority of the Members present and by a distributed simple majority vote, be put to a vote again within 24 hours;
- (c) if a distributed two-thirds majority vote is not obtained in the third vote because of the negative vote of one exporting Member or one importing Member, the proposal shall be considered adopted;
- (d) if the Council fails to put a proposal to a further vote, it shall be considered rejected.

(3) The Members undertake to accept as binding all decisions of the Council under the provisions of the Agreement.

Article 15Composition of the Board

(1) The Executive Board shall consist of eight exporting Members and eight importing Members, elected for each coffee year in accordance with Article 16. Members may be re-elected.

(2) Each member of the Board shall appoint one representative and one or more alternates.

(3) The Chairman of the Board shall be appointed by the Council for each coffee year and may be re-appointed. He shall not have the right to vote. If a representative is appointed Chairman, his alternate will have the right to vote in his place.

(4) The Board shall normally meet at the seat of the Organization, but may meet elsewhere.

Article 16Election of the Board

(1) The exporting and the importing Members on the Board shall be elected in the Council by the exporting and the importing Members of the Organization respectively. The election within each category shall be held in accordance with the following paragraphs of this Article.

(2) Each Member shall cast all the votes to which it is entitled under Article 12 for a single candidate. A Member may cast for another candidate any votes which it exercises pursuant to paragraph (2) of Article 13.

(3) The eight candidates receiving the largest number of votes shall be elected; however, no candidate shall be elected on the first ballot unless it receives at least 75 votes.

(4) If under the provisions of paragraph (3) of this Article less than eight candidates are elected on the first ballot, further ballots shall be held in which only Members which did not vote for any of the candidates elected shall have the right to vote. In each further ballot, the minimum number of votes required for election shall be successively diminished by five until eight candidates are elected.

(5) Any Member who did not vote for any of the Members elected shall assign its votes to one of them, subject to paragraphs (6) and (7) of this Article.

(6) A Member shall be deemed to have received the number of votes originally cast for it when it was elected and, in addition, the number of votes assigned to it, provided that the total number of votes shall not exceed 499 for any Member elected.

(7) If the votes deemed received by an elected Member would otherwise exceed 499, Members which voted for or assigned their votes to such elected Member shall arrange among themselves for one or more of them to withdraw their votes from that Member and assign or reassign them to another elected Member so that the votes received by each elected Member shall not exceed the limit of 499.

Article 17

Competence of the Board

(1) The Board shall be responsible to and work under the general direction of the Council.

(2) The Council by a distributed simple majority vote may delegate to the Board the exercise of any or all of its powers, other than the following:

(a) approval of the administrative budget and assessment of contributions under Article 24;

- (b) determination of quotas under the Agreement with the exception of adjustments made under the provisions of Article 35 paragraph (3) and of Article 37;
 - (c) suspension of the voting rights of a Member under Articles 45 or 59;
 - (d) establishment or revision of individual country and world production goals under Article 48;
 - (e) establishment of a policy relative to stocks under Article 49;
 - (f) waiver of the obligations of a Member under Article 57;
 - (g) decision of disputes under Article 59;
 - (h) establishment of conditions for accession under Article 63;
 - (i) a decision to require the withdrawal of a Member under Article 67;
 - (j) extension or termination of the Agreement under Article 69; and
 - (k) recommendation of amendments to Members under Article 70.
- (3) The Council by a distributed simple majority vote may at any time revoke any delegation of powers to the Board.

Article 18

Voting Procedure of the Board

- (1) Each member of the Board shall be entitled to cast the number of votes received by it under the provisions of paragraphs (6) and (7) of Article 16. Voting by proxy shall not be allowed. A member may not split its votes.
- (2) Any action taken by the Board shall require the same majority as such action would require if taken by the Council.

Article 19

Quorum for the Council and the Board

(1) The quorum for any meeting of the Council shall be the presence of a majority of the Members representing a distributed two-thirds majority of the total votes. If there is no quorum on the day appointed for the opening of any Council session, or if in the course of any Council session there is no quorum at three successive meetings, the Council shall be convened seven days later; at that time and throughout the remainder of that session the quorum shall be the presence of a majority of the Members representing a distributed simple majority of the votes. Representation in accordance with paragraph (2) of Article 13 shall be considered as presence.

(2) The quorum for any meeting of the Board shall be the presence of a majority of the members representing a distributed two-thirds majority of the total votes.

Article 20

The Executive Director and the Staff

(1) The Council shall appoint the Executive Director on the recommendation of the Board. The terms of appointment of the Executive Director shall be established by the Council and shall be comparable to those applying to corresponding officials of similar inter-governmental organizations.

(2) The Executive Director shall be the chief administrative officer of the Organization and shall be responsible for the performance of any duties devolving upon him in the administration of the Agreement..

(3) The Executive Director shall appoint the staff in accordance with regulations established by the Council.

(4) Neither the Executive Director nor any member of the staff shall have any financial interest in the coffee industry, coffee trade, or coffee transportation.

(5) In the performance of their duties, the Executive Director and the staff shall not seek or receive instructions from any Member or from any other authority external to the Organization. They shall refrain from any action which might reflect on their position as international officials responsible only to the Organization. Each Member undertakes to respect the exclusively international character of the responsibilities of the Executive Director and the staff and not to seek to influence them in the discharge of their responsibilities.

Article 21

Co-operation with other Organizations

The Council may make whatever arrangements are desirable for consultation and co-operation with the United Nations and its specialized agencies and with other appropriate inter-governmental organizations. The Council may invite these organizations and any organizations concerned with coffee to send observers to its meetings.

CHAPTER V - PRIVILEGES AND IMMUNITIES

Article 22

Privileges and Immunities

(1) The Organization shall have legal personality. It shall in particular have the capacity to contract, acquire and dispose of movable and immovable property and to institute legal proceedings.

(2) The Government of the country in which the headquarters of the Organization is situated (hereinafter referred to as "the host

Government") shall conclude with the Organization as soon as possible an agreement to be approved by the Council relating to the status, privileges and immunities of the Organization, of its Executive Director and its staff and of representatives of Members while in the territory of the host Government for the purpose of exercising their functions.

(3) The agreement envisaged in paragraph (2) of this Article shall be independent of the present Agreement and shall prescribe the conditions for its termination.

(4) Unless any other taxation arrangements are implemented under the agreement envisaged in paragraph (2) of this Article the host Government:

- (a) shall grant exemption from taxation on the remuneration paid by the Organization to its employees, except that such exemption need not apply to nationals of that country; and
- (b) shall grant exemption from taxation on the assets, income and other property of the Organization.

(5) Following the approval of the agreement envisaged in paragraph (2) of this Article, the Organization may conclude with one or more other Members agreements to be approved by the Council relating to such privileges and immunities as may be necessary for the proper functioning of the International Coffee Agreement.

CHAPTER VI - FINANCE

Article 23

Finance

(1) The expenses of delegations to the Council, representatives on the Board, and representatives on any of the committees of the Council or the Board shall be met by their respective Governments.

(2) The other expenses necessary for the administration of the Agreement shall be met by annual contributions from the Members assessed in accordance with Article 24. However, the Council may levy fees for specific services.

(3) The financial year of the Organization shall be the same as the coffee year.

Article 24

Determination of the Budget and Assessment of Contributions

(1) During the second half of each financial year the Council shall approve the administrative budget of the Organization for the following financial year and shall assess the contribution of each Member to that budget.

(2) The contribution of each Member to the budget for each financial year shall be in the proportion which the number of its votes at the time the budget for that financial year is approved bears to the total votes of all the Members. However, if there is any change in the distribution of votes among Members in accordance with the provisions of paragraph (5) of Article 12 at the beginning of the financial year for which contributions are assessed, such contributions shall be correspondingly adjusted for that year. In determining contributions, the votes of each Member shall be calculated without regard to the suspension of any Member's voting rights or any redistribution of votes resulting therefrom.

(3) The initial contribution of any Member joining the Organization after the entry into force of the Agreement shall be assessed by the Council on the basis of the number of votes to be held by it and the period remaining in the current financial year, but the assessments made upon other Members for the current financial year shall not be altered.

Article 25

Payment of Contributions

(1) Contributions to the administrative budget for each financial year shall be payable in freely convertible currency, and shall become due on the first day of that financial year.

(2) If any Member fails to pay its full contribution to the administrative budget within six months of the date on which the contribution is due, both its voting rights in the Council and its right to have its votes cast in the Board shall be suspended until such contribution has been paid. However, unless the Council by a distributed two-thirds majority vote so decides, such Member shall not be deprived of any of its other rights nor relieved of any of its obligations under the Agreement.

(3) Any Member whose voting rights have been suspended, either under paragraph (2) of this Article or under Articles 38, 45, 46, 54 or 59 shall nevertheless remain responsible for the payment of its contribution.

Article 26

Audit and Publication of Accounts

As soon as possible after the close of each financial year an independently audited statement of the Organization's receipts and expenditures during that financial year shall be presented to the Council for approval and publication.

CHAPTER VII - REGULATION OF EXPORTS

Article 27

General Undertakings by Members

(1) The Members undertake to conduct their trade policy so that the objectives set forth in Article 1, and in particular paragraph (4) of that Article, may be achieved. They agree on the desirability of operating the Agreement in a manner such that the real income derived from the export of coffee could be progressively increased so as to make it consonant with their needs for foreign exchange to support their programmes for social and economic progress.

(2) To attain these purposes through the fixing of quotas as provided for in this Chapter and in other ways carrying out the provisions of the Agreement, the Members agree on the necessity of assuring that the general level of coffee prices does not decline below the general level of such prices in 1962.

(3) The Members further agree on the desirability of assuring to consumers prices which are equitable and which will not hamper a desirable increase in consumption.

Article 28

Basic Export Quotas

Beginning on 1 October 1968 the exporting countries shall have the basic export quotas specified in Annex A.

Article 29

Basic Export Quota of a Member Group

Where two or more countries listed in Annex A form a Member group in accordance with Article 5, the basic export quotas specified for those countries in Annex A shall be added together and the combined total treated as a single basic quota for the purposes of this Chapter.

Article 30

Fixing of Annual Export Quotas

- (1) At least 30 days before the beginning of each coffee year the Council by a two-thirds majority vote shall adopt an estimate of total world imports and exports for the following coffee year and an estimate of probable exports from non-member countries.
- (2) In the light of these estimates the Council shall forthwith fix annual export quotas for all exporting Members. Such annual export quotas shall be the same percentage of the basic export quotas specified in Annex A, save for those exporting Members whose annual quotas are subject to the provisions of paragraph (2) of Article 31.

Article 31

Additional Provisions Concerning Basic and Annual Export Quotas

- (1) A basic quota shall not be allotted to an exporting Member whose average annual authorized exports of coffee for the preceding three year period were less than 100,000 bags and its annual export quota shall be calculated in accordance with paragraph (2) of this Article. When the annual export quota of any such Member reaches 100,000 bags the Council shall establish a basic quota for the exporting Member concerned.
- (2) Without prejudice to the provisions of footnote 2/ of Annex A to the Agreement each exporting Member to which a basic quota has not been allotted shall have in the coffee year 1968-69 the quota indicated in footnote 1/ of Annex A to the Agreement. In each of the subsequent years the quota, subject to the provisions of paragraph (3) of this Article, shall be increased by 10 percent of that initial quota until the maximum of 100,000 bags mentioned in paragraph (1) of this Article is reached.
- (3) Not later than 31 July of each year, each Member concerned shall notify the Executive Director, for the information of the Council,

of the amount of coffee likely to be available for export under quota during the next coffee year. The quota for the next coffee year shall be the amount thus indicated by the exporting Member provided that such amount is within the permissible limit defined in paragraph (2) of this Article.

(4) Exporting Members to which basic quotas have not been allotted shall be subject to the provisions of Articles 27, 29, 32, 34, 35, 38 and 40.

(5) Any Trust Territory, administered under a trusteeship agreement with the United Nations, whose annual exports to countries other than the Administering Authority do not exceed 100,000 bags shall not be subject to the quota provisions of the Agreement so long as its exports do not exceed that quantity.

Article 32

Fixing of Quarterly Export Quotas

(1) Immediately following the fixing of the annual export quotas the Council shall fix quarterly export quotas for each exporting Member for the purpose of keeping supply in reasonable balance with estimated demand throughout the coffee year.

(2) These quotas shall be, as nearly as possible, 25 percent of the annual export quota of each Member during the coffee year. No Member shall be allowed to export more than 30 percent in the first quarter, 60 percent in the first two quarters, and 80 percent in the first three quarters of the coffee year. If exports by any Member in one quarter are less than its quota for that quarter, the outstanding balance shall be added to its quota for the following quarter of that coffee year.

Article 33

Adjustment of Annual Export Quotas

If market conditions so require, the Council may review the quota situation and may vary the percentage of basic export quotas fixed under paragraph (2) of Article 30. In so doing, the Council shall have regard to any likely shortfalls by Members.

Article 34

Notification of Shortfalls

- (1) Exporting Members undertake to notify the Council as early in the coffee year as possible but not later than the end of the eighth month thereof, as well as at such later dates as the Council may require, whether they have sufficient coffee available to export the full amount of their quota for that year.
- (2) The Council shall take into account these notifications in determining whether or not to adjust the level of export quotas in accordance with Article 33.

Article 35

Adjustment of Quarterly Export Quotas

- (1) The Council shall in the circumstances set out in this Article vary the quarterly export quotas fixed for each Member under paragraph (1) of Article 32.
- (2) If the Council varies the annual export quotas as provided in Article 33, then that change shall be reflected in the quotas for the current quarter, current and remaining quarters, or the remaining quarters of the coffee year.

(3) Apart from the adjustment provided for in the preceding paragraph, the Council may, if it finds the market situation so requires, make adjustments among the current and remaining quarterly export quotas for the same coffee year, without, however, altering the annual export quotas.

(4) If on account of exceptional circumstances an exporting Member considers that the limitations provided in paragraph (2) of Article 32 would be likely to cause serious harm to its economy, the Council may, at the request of that Member, take appropriate action under Article 57. The Member concerned must furnish evidence of harm and provide adequate guarantees concerning the maintenance of price stability. The Council shall not, however, in any event, authorize a Member to export more than 35 percent of its annual export quota in the first quarter, 65 percent in the first two quarters, and 85 percent in the first three quarters of the coffee year.

(5) All Members recognize that marked price rises or falls occurring within brief periods may unduly distort underlying trends in price, cause grave concern to both producers and consumers, and jeopardize the attainment of the objectives of the Agreement. Accordingly, if such movements in general price levels occur within brief periods, Members may request a meeting of the Council which, by a distributed simple majority vote, may revise the total level of the quarterly export quotas in effect.

(6) If the Council finds that a sharp and unusual increase or decrease in the general level of prices is due to artificial manipulation of the coffee market through agreements among importers or exporters or both, it shall then by a simple majority vote decide on what corrective measures should be applied to readjust the total level of the quarterly export quotas in effect.

Article 36

Procedure for Adjusting Export Quotas

- (1) Except as provided for in Articles 31 and 37 annual export quotas shall be fixed and adjusted by altering the basic export quota of each Member by the same percentage.
- (2) General changes in all quarterly export quotas, made pursuant to paragraphs (2), (3), (5) and (6) of Article 35, shall be applied pro rata to individual quarterly export quotas in accordance with appropriate rules established by the Council. Such rules shall take account of the different percentages of annual export quotas which the different Members have exported or are entitled to export in each quarter of the coffee year.

(3) All decisions by the Council on the fixing and adjustment of annual and quarterly export quotas under Articles 30, 32, 33 and 35 shall be taken, unless otherwise provided, by a distributed two-thirds majority vote.

Article 37

Additional Provisions for Adjusting Export Quotas

(1) In addition to fixing annual export quotas in accordance with estimated total world imports and exports as required by Article 30, the Council shall seek to ensure that:

- (a) supplies of the types of coffee that consumers require are available to them;
- (b) the prices for the different types of coffee are equitable; and
- (c) sharp price fluctuations within brief periods do not occur.

(2) To achieve these objectives the Council may, notwithstanding the provisions of Article 36, adopt a system for the adjustment of annual and quarterly quotas in relation to the movement of the prices of the principal types of coffee. The Council shall annually set a limit not exceeding five percent by which annual quotas may be reduced under any system so established. For the purposes of such a system the Council may establish price differentials and price brackets for the various types of coffee. In so doing the Council shall take into consideration, among other things, price trends.

(3) Decisions of the Council under the provisions of paragraph (2) of this Article shall be taken by a distributed two-thirds majority vote.

Article 38

Compliance with Export Quotas

(1) Exporting Members subject to quotas shall adopt the measures required to ensure full compliance with all provisions of the Agreement relating to quotas. In addition to any measures it may itself take, the Council by a distributed two-thirds majority vote may require such Members to adopt additional measures for the effective implementation of the quota system provided for in the Agreement.

(2) Exporting Members shall not exceed the annual and quarterly export quotas allocated to them.

(3) If an exporting Member exceeds its quota for any quarter, the Council shall deduct from one or more of its subsequent quotas a quantity equal to 110 percent of that excess.

(4) If an exporting Member for the second time while the Agreement remains in force exceeds its quarterly quota, the Council shall deduct from one or more of its subsequent quotas a total amount equal to twice that excess.

(5) If an exporting Member for a third or subsequent time while the Agreement remains in force exceeds its quarterly quota, the Council shall make the same deduction as provided in paragraph (4) of this Article and the voting rights of the Member shall be suspended until such time as the Council decides whether to take action in accordance with Article 67 to require the withdrawal of such a Member from the Organization.

(6) In accordance with rules established by the Council the deductions in quotas provided for in paragraphs (3), (4) and (5) of this Article and the additional action required by paragraph (5) shall be effected by the Council as soon as the necessary information is received.

Article 39

Shipments of Coffee from Dependent Territories

(1) Subject to paragraph (2) of this Article, the shipment of coffee from any of the dependent territories of a Member to its metropolitan territory or to another of its dependent territories for domestic consumption therein or in any other of its dependent territories shall not be considered as the export of coffee, and shall not be subject to any export quota limitations, provided that the Member concerned enters into arrangements satisfactory to the Council with respect to the control of re-exports and such other matters as the Council may determine to be related to the operation of the Agreement and which arise out of the special relationship between the metropolitan territory of the Member and its dependent territories.

(2) The trade in coffee between a Member and any of its dependent territories which, in accordance with Article 4 or 5, is a separate Member of the Organization or a party to a Member group, shall however be treated, for the purposes of the Agreement, as the export of coffee.

Article 40

Exports not Charged to Quotas

(1) To facilitate the increase of coffee consumption in certain areas of the world having a low per capita consumption and considerable potential for expansion, exports to countries listed in Annex B shall not, subject to the provisions of sub-paragraph 2 (f) of this Article, be charged to quotas. The Council shall review Annex B annually to determine whether any country or countries should be deleted or added, and may, if it so decides, take action accordingly.

(2) The provisions of the following sub-paragraphs shall be applicable to exports to the countries listed in Annex B:

- (a) The Council shall prepare annually an estimate of imports for internal consumption by the countries listed in Annex B after reviewing the results obtained in the previous year with regard to the increase of coffee consumption in those countries and taking into account the probable effect of promotion campaigns and trade arrangements. The Council may revise this estimate in the course of the year. Exporting Members shall not in the aggregate export to the countries listed in Annex B more than the quantity set by the Council and for that purpose the Organization shall keep Members informed of current exports to such countries. Exporting Members shall inform the Organization not later than thirty days after the end of each month of all exports made to each of the countries listed in Annex B during that month.
- (b) Members shall supply such statistics and other information as the Organization may require to assist it in controlling the flow of coffee to countries listed in Annex B and to ensure that it is consumed in such countries.

- (c) Exporting Members shall endeavour to renegotiate existing trade agreements as soon as possible in order to include in them provisions designed to prevent re-exports of coffee from the countries listed in Annex B to traditional markets. Exporting Members shall also include such provisions in all new trade agreements and in all new sales contracts not covered by trade agreements, whether such contracts are negotiated with private traders or with government organizations.
- (d) To maintain control at all times of exports to countries listed in Annex B, exporting Members shall clearly mark all coffee bags destined to those countries with the words "New Market" and shall require adequate guarantees to prevent re-exportation or diversion to countries not listed in Annex B. The Council may establish appropriate rules for this purpose. All Members other than those listed in Annex B, shall prohibit, without exception, the entry of all shipments of coffee consigned directly from, or diverted from, any country listed in Annex B, or which bear evidence on the bags or the export documents of having been originally destined to a country listed in Annex B, or which are accompanied by a Certificate showing a destination in a country listed in Annex B or marked "New Market."
- (e) The Council shall annually prepare a comprehensive report on the results obtained in the development of coffee markets in the countries listed in Annex B.
- (f) If coffee exported by a Member to a country listed in Annex B is re-exported, or diverted to any country not listed in Annex B, the Council shall charge the corresponding amount to the quota of that exporting Member and in addition may, in accordance with rules established by the Council, apply the provisions of paragraph (4) of

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Article 38. Should there again be a re-exportation from the same country listed in Annex B, the Council shall investigate the case and, if it deems necessary, may at any time delete that country from Annex B.

(3) Exports of coffee beans as raw material for industrial processing for any purposes other than human consumption as a beverage or foodstuff shall not be charged to quotas, provided that the Council is satisfied from information supplied by the exporting Member that the coffee beans are in fact used for such other purposes.

(4) The Council may, upon application by an exporting Member, decide that coffee exports made by that Member for humanitarian or other non-commercial purposes shall not be charged to its quota.

Article 41

Regional and Inter-regional Price Arrangements

(1) Regional and inter-regional price arrangements among exporting Members shall be consistent with the general objectives of the Agreement and shall be registered with the Council. Such arrangements shall take into account the interests of both producers and consumers and the objectives of the Agreement. Any Member of the Organization which considers that any of these arrangements are likely to lead to results not in accordance with the objectives of the Agreement may request that the Council discuss them with the Members concerned at its next session.

(2) In consultation with Members and with any regional organization to which they belong, the Council may recommend a scale of price differentials for various grades and qualities of coffee which Members should strive to achieve through their pricing policies.

(3) Should sharp price fluctuations occur within brief periods in respect of those grades and qualities of coffee for which a scale of price differentials has been adopted as the result of recommendations made under paragraph (2) of this Article, the Council may recommend appropriate measures to correct the situation.

Article 42Survey of Market Trends

The Council shall keep under constant survey the trends of the coffee market with a view to recommending price policies, taking into consideration the results achieved through the quota mechanism of the Agreement.

CHAPTER VIII - CERTIFICATES OF ORIGIN AND RE-EXPORT**Article 43**Certificates of Origin and Re-export

(1) Every export of coffee from any Member in whose territory that coffee has been grown shall be accompanied by a valid Certificate of Origin in accordance with rules established by the Council and issued by a qualified agency chosen by that Member and approved by the Organization. Each Member shall determine the number of copies of the Certificate it will require and each original Certificate and all copies thereof shall bear a serial number. Unless the Council decides otherwise the original of the Certificate shall accompany the documents of export and a copy shall be furnished immediately to the Organization by that Member, except that original Certificates issued to cover exports of coffee to non-member countries shall be despatched directly to the Organization by that Member.

(2) Every re-export of coffee from a Member shall be accompanied by a valid Certificate of Re-export, in accordance with the rules established by the Council, issued by a qualified agency chosen by that Member and approved by the Organization, certifying that the coffee in question was imported in accordance with the provisions of the Agreement. Each Member shall determine the number of copies of the Certificate it will require and each original Certificate and all copies thereof shall

bear a serial number. Unless the Council decides otherwise, the original of the Certificate of Re-export shall accompany the documents of re-export and a copy shall be furnished immediately to the Organization by the re-exporting Member, except that original Certificates of Re-export issued to cover re-exports of coffee to a non-member country shall be despatched directly to the Organization.

(3) Each Member shall notify the Organization of the government or non-government agency which is to administer and perform the functions specified in paragraphs (1) and (2) of this Article. The Organization shall specifically approve any such non-government agency upon submission of satisfactory evidence by the Member country of the agency's ability and willingness to fulfil the Member's responsibilities in accordance with the rules and regulations established under the provisions of this Agreement. The Council may at any time, for cause, declare a particular non-government agency to be no longer acceptable to it. The Council shall, either directly or through an internationally recognized worldwide organisation, take all necessary steps so that at any time it will be able to satisfy itself that Certificates of Origin and Certificates of Re-export are being issued and used correctly and to ascertain the quantities of coffee which have been exported by each Member.

(4) A non-government agency approved as a certifying agency under the provisions of paragraph (3) of this Article shall keep records of the Certificates issued and the basis for their issue, for a period of not less than two years. In order to obtain approval as a certifying agency under the provisions of paragraph (3) of this Article a non-government agency must previously agree to make the above records available for examination by the Organization.

(5) Members shall prohibit the entry of any shipment of coffee from any other Member, whether imported direct or via a non-member, which is not accompanied by a valid Certificate of Origin or of Re-export issued in accordance with the rules established by the Council.

(6) Small quantities of coffee in such forms as the Council may determine, or coffee for direct consumption on ships, aircraft and other international carriers, shall be exempt from the provisions of paragraphs (1) and (2) of this Article.

CHAPTER IX - PROCESSED COFFEE

Article 44

Measures relating to Processed Coffee

(1) No Member shall apply governmental measures affecting its exports and re-exports of coffee to another Member which, when taken as a whole in relation to that other Member, amount to discriminatory treatment in favour of processed coffee as compared with green coffee. In the application of this provision, Members may have due regard to:

- (a) the special situation of markets listed in Annex B of the Agreement;
 - (b) differential treatment in an importing Member as far as imports or re-exports of the various forms of coffee are concerned;
- (2) (a) If a Member considers that the provisions of paragraph (1) of this Article are not being complied with, it may notify the Executive Director in writing of its complaint with a detailed report of the reasons for its opinion together with a description of the measures it considers should be taken. The Executive Director shall forthwith inform the Member against which the complaint has been made and seek its views. He shall encourage the Members to reach a mutually satisfactory solution and as soon as possible make a full report to the Council including the measures the complaining Member considers should be taken and the views of the other party.

- (b) If a solution has not been found within 30 days after receipt of the notification by the Executive Director, he shall not later than 40 days after the receipt of the notification establish an arbitration panel. The panel shall consist of:
 - (i) one person designated by the complaining Member;
 - (ii) one person designated by the Member against which the complaint has been made; and
 - (iii) a chairman mutually agreed upon by the Members involved or, failing such agreement, by the two persons designated under (i) and (ii).
- (c) If the panel is not fully constituted within 45 days after the receipt of the notification by the Executive Director, the remaining arbitrators shall be appointed within 10 further days by the Chairman of the Council after consultation with the Members involved.
- (d) None of the arbitrators shall be officials of any Government involved in the case or have any interest in its outcome.
- (e) The Members concerned shall facilitate the work of the panel and make available all relevant information.
- (f) The arbitration panel shall, on the basis of all the information at its disposal, determine, within three weeks after its establishment whether, and if so to what extent, there exists discriminatory treatment.
- (g) Decisions of the panel on all questions, whether of substance or procedure, shall if necessary be by majority vote.
- (h) The Executive Director shall forthwith notify the Members concerned and inform the Council of the panel's conclusions.

- (1) The costs of the arbitration panel shall be charged to the administrative budget of the Organization.
- (3) (a) If discriminatory treatment is found to exist the Member concerned will be given a period of 30 days after it has been notified of the conclusions of the arbitration panel, to correct the situation in accordance with the panel's conclusions. The Member shall inform the Council of the measures it intends to take.
(b) If after this period, the complaining Member considers that the situation has not been corrected it may, after informing the Council, take counter measures which shall not go beyond what is necessary to counteract the discriminatory treatment determined by the arbitration panel and shall last no longer than the discriminatory treatment exists.
(c) The Members concerned shall keep the Council informed of the measures being taken by them.
- (4) In applying the counter measures Members undertake to have due regard to the need of developing countries to practice policies designed to broaden the base of their economies through, inter alia, industrialization and the export of manufactured products and to do what is necessary to ensure that the provisions of this Article are applied equitably to all Members in a like situation.
- (5) None of the provisions of this Article shall be deemed to prevent a Member from raising in the Council an issue under this Article or having recourse to Article 58 or 59, provided that any such action shall not interrupt any procedure that has been started under this Article without the consent of the Members concerned, nor prevent such procedure from being initiated unless a procedure under Article 59 in regard to the same issue has been completed.
- (6) Any time limit in this Article may be varied by agreement of the Members concerned.

CHAPTER X - REGULATION OF IMPORTS

Article 45

Regulation of Imports

(1) To prevent non-member exporting countries from increasing their exports at the expense of Members, each Member shall limit its annual imports of coffee produced in non-member exporting countries to a quantity not in excess of its average annual imports of coffee from those countries during the calendar years 1960, 1961 and 1962.

(2) The Council by a distributed two-thirds majority may suspend or vary these quantitative limitations if it finds such action necessary to further the purposes of the Agreement.

(3) The Council shall prepare annual reports of the quantity of permissible imports of coffee of non-member origin and quarterly reports of imports by each importing Member under the provisions of paragraph (1) of this Article.

(4) The obligations of the preceding paragraphs of this Article shall not derogate from any conflicting bilateral or multilateral obligations which importing Members entered into with non-member countries before 1 August 1962 provided that any importing Member which has such conflicting obligations shall carry them out in such a way as to minimize the conflict with the obligations of the preceding paragraphs, take steps as soon as possible to bring its obligations into harmony with those paragraphs, and inform the Council of the details of the conflicting obligations and of the steps taken to minimize or eliminate the conflict.

(5) If an importing Member fails to comply with the provisions of this Article the Council by a distributed two-thirds majority may suspend both its voting rights in the Council and its right to have its votes cast in the Board.

CHAPTER XI - INCREASE OF CONSUMPTION

Article 46

Promotion

- (1) The Council shall sponsor the promotion of coffee consumption. To achieve this purpose it may maintain a separate committee with the objective of promoting consumption in importing countries by all appropriate means without regard to origin, type or brand of coffee and of striving to achieve and maintain the highest quality and purity of the beverage.
- (2) The following provisions shall apply to such committee:
 - (a) The cost of the promotion programme shall be met by contributions from exporting Members.
 - (b) Importing Members may also contribute financially to the promotion programme.
 - (c) Membership in the committee shall be limited to Members contributing to the promotion programme.
 - (d) The size and cost of the promotion programme shall be reviewed by the Council.
 - (e) The bye-laws of the committee shall be approved by the Council.
 - (f) The committee shall obtain the approval of a Member before conducting a campaign in that Member's country.
 - (g) The committee shall control all resources of promotion and approve all accounts related thereto.
- (3) The ordinary administrative expenses relating to the permanent staff of the Organization employed directly on promotion activities, other than the costs of their travel for promotion purposes, shall be charged to the administrative budget of the Organization.

Article 47

Removal of Obstacles to Consumption

(1) The Members recognize the utmost importance of achieving the greatest possible increase of coffee consumption as rapidly as possible, in particular through the progressive removal of any obstacles which may hinder such increase.

(2) The Members recognize that there are presently in effect measures which may to a greater or lesser extent hinder the increase in consumption of coffee, in particular:

- (a) import arrangements applicable to coffee, including preferential and other tariffs, quotas, operations of Government import monopolies and official purchasing agencies, and other administrative rules and commercial practices;
- (b) export arrangements as regards direct or indirect subsidies and other administrative rules and commercial practices; and
- (c) internal trade conditions and domestic legal and administrative provisions which may affect consumption.

(3) Having regard to the objectives stated above and to the provisions of paragraph (4) of this Article, the Members shall endeavour to pursue tariff reductions on coffee or to take other action to remove obstacles to increased consumption.

(4) Taking into account their mutual interest and in the spirit of Annex A.II.1 of the Final Act of the First United Nations Conference on Trade and Development,^[1] the Members undertake to seek ways and means by which the obstacles to increased trade and consumption referred to in paragraph (2) of this Article could be progressively reduced and eventually wherever possible eliminated, or by which their effects could be substantially diminished.

^[1] UN doc. E/CONF.46/139, E/CONF.46/141, Vol. 1, p. 26. (Footnote added by the Department of State.)

(5) Members shall inform the Council of all measures adopted with a view to implementing the provisions of this Article.

(6) The Council may, in order to further the purposes of this Article, make any recommendations to Members, and shall examine the results achieved at the first session of the coffee year 1969–70.

CHAPTER XII – PRODUCTION POLICY AND CONTROLS

Article 48

Production Policy and Controls

(1) Each producing Member undertakes to adjust its production of coffee to a level not exceeding that needed for domestic consumption, permitted exports and stocks as referred to in Article 49.

(2) Prior to 31 December 1968 each exporting Member shall submit to the Executive Board its proposed production goal for coffee year 1972–73, based on the elements set forth in paragraph (1) of this Article. Unless rejected by the Executive Board by a distributed simple majority vote prior to the first session of the Council after 31 December 1968 such goal shall be considered as approved. The Executive Board shall inform the Council of the production goals which have been approved in this manner. If the production goal proposed by an exporting Member is rejected by the Executive Board, the Board shall recommend a production goal for that exporting Member. At its first session after 31 December 1968, which shall be not later than 31 March 1969, the Council by a distributed two-thirds majority vote and in the light of the Board's recommendations shall establish individual production goals for exporting Members whose own proposed goals have been rejected by the Board or who have not submitted proposed production goals.

(3) Until its production goal has been approved by the Organization or established by the Council, in accordance with paragraph (2) of this Article, no exporting Member shall enjoy any increase in its annual

export entitlement above the level of its annual export entitlement in effect on 1 April 1969.

(4) The Council shall establish production goals for exporting Members acceding to the Agreement and may establish production goals for producing Members which are not exporting Members.

(5) The Council shall keep the production goals, established or approved under the terms of this Article, under constant review and shall revise them to the extent necessary to ensure that the aggregate of the individual goals is consistent with estimated world requirements.

(6) Members undertake to conform with the individual production goals established or approved under the terms of this Article and each producing Member shall apply whatever policies and procedures it deems necessary for this purpose. Individual production goals established or approved under the terms of this Article are not binding minima nor do they confer any entitlement to specific levels of exports.

(7) Producing Members shall submit to the Organization, in such form and at such times as the Council shall determine, periodic reports on the measures taken to control production and to conform with their individual production goals established or approved under the terms of this Article. In the light of its appraisal of this and other relevant information the Council shall take such action, general or particular, as it deems necessary or appropriate.

(8) If the Council determines that any producing Member is not taking adequate steps to comply with the provisions of this Article such Member shall not enjoy any subsequent increase in its annual export entitlement and may have its voting rights suspended under the terms of paragraph (7) of Article 59 until the Council is satisfied that the Member is fulfilling its obligations in respect of this Article. If, however, after the elapse of such additional period as the Council shall determine it is established that the Member concerned has still not taken the steps necessary to implement a policy to conform with the objectives of this Article, the Council may require the withdrawal of such Member from the Organization under the terms of Article 67.

(9) The Organization shall, under such conditions as may be determined by the Council, extend to those Members so requesting it all possible assistance within its powers to further the purposes of this Article.

(10) Importing Members undertake to co-operate with exporting Members in their plans for adjusting the production of coffee in accordance with paragraph (1) above. In particular, Members shall refrain from offering directly financial or technical assistance or from supporting proposals for such assistance by any international body to which they belong, for the pursuit of production policies which are contrary to the objectives of this Article, whether the recipient country is a Member of the International Coffee Organization or not. The Organization shall maintain close contact with the international bodies concerned, with a view to securing their maximum co-operation in the implementation of this Article.

(11) Except as specified in paragraph (2) hereof, all decisions provided for in this Article shall be taken by a distributed two-thirds majority vote.

CHAPTER XIII - REGULATION OF STOCKS

Article 49

Policy Relative to Coffee Stocks

(1) To complement the provisions of Article 48 the Council by a distributed two-thirds majority may establish a policy relating to coffee stocks in producing Member countries.

(2) The Council shall take measures to ascertain annually the volume of coffee stocks in the hands of individual exporting Members in accordance with procedures which it shall establish. Members concerned shall facilitate this annual survey.

(3) Producing Members shall ensure that adequate facilities exist in their respective countries for the proper storage of coffee stocks.

CHAPTER XIV - MISCELLANEOUS OBLIGATIONS OF MEMBERS

Article 50

Consultation and Co-operation with the Trade

(1) The Organization shall maintain close liaison with appropriate non-governmental organizations concerned with international commerce in coffee and with experts in coffee matters.

(2) Members shall conduct their activities within the framework of the Agreement in a manner consonant with established trade channels. In carrying out these activities they shall endeavour to take due account of the legitimate interests of the coffee trade.

Article 51

Barter

In order to avoid jeopardizing the general price structure, Members shall refrain from engaging in direct and individually linked barter transactions involving the sale of coffee in the traditional markets.

Article 52

Mixtures and Substitutes

(1) Members shall not maintain any regulations requiring the mixing, processing or using of other products with coffee for commercial resale as coffee. Members shall endeavour to prohibit the sale and advertisement of products under the name of coffee if such products contain less than the equivalent of 90 percent green coffee as the basic raw material.

(2) The Executive Director shall submit to the Council an annual report on compliance with the provisions of this Article.

(3) The Council may recommend to any Member that it take the necessary steps to ensure observance of the provisions of this Article.

CHAPTER XV - SEASONAL FINANCING

Article 53

Seasonal Financing

(1) The Council shall, upon the request of any Member who is also a party to any bilateral, multilateral, regional or inter-regional agreement in the field of seasonal financing, examine such agreement with a view to verifying its compatibility with the obligations of the Agreement.

(2) The Council may make recommendations to Members with a view to resolving any conflict of obligations which might arise.

(3) The Council may, on the basis of information obtained from the Members concerned, and if it deems appropriate and suitable, make general recommendations with a view to assisting Members which are in need of seasonal financing.

CHAPTER XVI - DIVERSIFICATION FUND

Article 54

Diversification Fund

(1) There is hereby established the Diversification Fund of the International Coffee Organization to further the objectives of limiting the production of coffee in order to bring supply into reasonable balance with world demand. The Fund shall be governed by Statutes to be approved by the Council not later than 31 December 1968.

(2) Participation in the Fund shall be compulsory for each Contracting Party that is not an importing Member and has an export entitlement of over 100,000 bags. Voluntary participation in the Fund by Contracting Parties to which this provision does not apply, and contributions from other sources, shall be under such conditions as may be agreed between the Fund and the parties concerned.

(3) An exporting Participant liable to compulsory participation shall contribute to the Fund in quarterly instalments an amount equivalent to US\$0.60 times the number of bags it actually exports in excess of 100,000 bags each coffee year to quota markets. Contributions shall be made for five consecutive years commencing with coffee year 1968-69. The Fund by a two-thirds majority vote may increase the rate of contribution to a level not exceeding US\$1.00 per bag. The annual contribution of each exporting Participant shall be assessed initially on the basis of its export entitlement for the year of assessment as at 1 October. This initial assessment shall be revised on the basis of the actual quantity of coffee exported to quota markets by the Participant during the year of assessment and any necessary adjustment in contribution shall be effected during the ensuing coffee year. The first quarterly instalment of the annual contribution for coffee year 1968-69 becomes due on 1 January 1969 and shall be paid not later than 28 February 1969.

(4) The contribution of each exporting Participant shall be utilized for programmes or projects approved by the Fund carried out inside its territory, but in any case twenty percent of the contribution shall be payable in freely convertible currency for use in any programmes or projects approved by the Fund. In addition a percentage of the contribution within limits to be established in the Statutes shall be payable in freely convertible currency for the administrative expenses of the Fund.

(5) The percentage of the contribution to be made in freely convertible currency in accordance with paragraph (4) may be increased by mutual agreement between the Fund and the exporting Participant concerned.

(6) At the commencement of the third year of operation of the Fund the Council shall review the results obtained in the first two years and may then revise the provisions of this Article with a view to improving them.

(7) The Statutes of the Fund shall provide for:

- (a) the suspension of contributions in relation to stipulated changes in the level of coffee prices;
- (b) the payment to the Fund in freely convertible currency of any part of the contribution which has not been utilized by the Participant concerned;
- (c) arrangements that would permit the delegation of appropriate functions and activities of the Fund to one or more international financial institutions.

(8) Unless the Council decides otherwise, an exporting Participant which fails to meet its obligations under this Article shall have its voting rights in the Council suspended and shall not enjoy any increase in its export entitlement. If the exporting Participant fails to meet the obligations for a continuous period of one year, it shall cease to be a Party to the Agreement ninety days thereafter, unless the Council decides otherwise.

(9) Decisions of the Council under the provisions of this Article shall be taken by a distributed two-thirds majority vote.

CHAPTER XVII - INFORMATION AND STUDIES

Article 55

Information

(1) The Organization shall act as a centre for the collection, exchange and publication of:

- (a) statistical information on world production, prices, exports and imports, distribution and consumption of coffee; and
- (b) in so far as is considered appropriate, technical information on the cultivation, processing and utilization of coffee.

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(2) The Council may require Members to furnish such information as it considers necessary for its operations, including regular statistical reports on coffee production, exports and imports, distribution, consumption, stocks and taxation, but no information shall be published which might serve to identify the operations of persons or companies producing, processing or marketing coffee. The Members shall furnish information requested in as detailed and accurate a manner as is practicable.

(3) If a Member fails to supply, or finds difficulty in supplying, within a reasonable time, statistical and other information required by the Council for the proper functioning of the Organization, the Council may require the Member concerned to explain the reasons for non-compliance. If it is found that technical assistance is needed in the matter, the Council may take any necessary measures.

Article 56

Studies

(1) The Council may promote studies in the fields of the economics of coffee production and distribution, the impact of governmental measures in producing and consuming countries on the production and consumption of coffee, the opportunities for expansion of coffee consumption for traditional and possible new uses, and the effects of the operation of the Agreement on producers and consumers of coffee, including their terms of trade.

(2) The Organization may study the practicability of establishing minimum standards for exports of coffee from producing Members. Recommendations in this regard may be discussed by the Council.

CHAPTER XVIII - WAIVER

Article 57

Waiver

(1) The Council by a distributed two-thirds majority vote may relieve a Member of an obligation, on account of exceptional or emergency circumstances, force majeure, constitutional obligations, or international obligations under the United Nations Charter^[1] for territories administered under the trusteeship system.

(2) The Council, in granting a waiver to a Member, shall state explicitly the terms and conditions on which and the period for which the Member is relieved of such obligation.

(3) The Council shall not consider a request for a waiver of quota obligations on the basis of the existence in a Member country, in one or more years, of an exportable production in excess of its permitted exports, or which is the consequence of the Member having failed to comply with the provisions of Articles 48 and 49.

CHAPTER XIX - CONSULTATIONS, DISPUTES AND COMPLAINTS

Article 58

Consultations

Each Member shall accord sympathetic consideration to, and shall afford adequate opportunity for, consultation regarding such representations as may be made by another Member with respect to any matter relating to the Agreement. In the course of such consultation, on request by either party and with the consent of the other, the Executive Director shall establish an independent panel which shall use its good offices with a view to conciliating the parties. The costs of the panel shall not be chargeable to the Organization. If a party does not agree to the establishment of a panel by the Executive Director, or if the

^[1] TS 993; 59 Stat. 1031. (Footnote added by the Department of State.)

consultation does not lead to a solution, the matter may be referred to the Council in accordance with Article 59. If the consultation does lead to a solution, it shall be reported to the Executive Director who shall distribute the report to all Members.

Article 59

Disputes and Complaints

- (1) Any dispute concerning the interpretation or application of the Agreement which is not settled by negotiation shall, at the request of any Member party to the dispute, be referred to the Council for decision.
- (2) In any case where a dispute has been referred to the Council under paragraph (1) of this Article, a majority of Members, or Members holding not less than one-third of the total votes, may require the Council, after discussion, to seek the opinion of the advisory panel referred to in paragraph (3) of this Article on the issues in dispute before giving its decision.
- (3) (a) Unless the Council unanimously agrees otherwise, the panel shall consist of:
 - (i) two persons, one having wide experience in matters of the kind in dispute and the other having legal standing and experience, nominated by the exporting Members;
 - (ii) two such persons nominated by the importing Members; and
 - (iii) a chairman selected unanimously by the four persons nominated under (i) and (ii) or, if they fail to agree, by the Chairman of the Council.
- (b) Persons from countries whose Governments are Contracting Parties to this Agreement shall be eligible to serve on the advisory panel.

- (o) Persons appointed to the advisory panel shall act in their personal capacities and without instructions from any Government.
 - (d) The expenses of the advisory panel shall be paid by the Organization.
- (4) The opinion of the advisory panel and the reasons therefor shall be submitted to the Council which, after considering all the relevant information, shall decide the dispute.
- (5) Any complaint that any Member has failed to fulfil its obligations under the Agreement shall, at the request of the Member making the complaint, be referred to the Council, which shall make a decision on the matter.
- (6) No Member shall be found to have committed a breach of its obligations under the Agreement except by a distributed simple majority vote. Any finding that a Member is in breach of the Agreement shall specify the nature of the breach.
- (7) If the Council finds that a Member has committed a breach of the Agreement, it may, without prejudice to other enforcement measures provided for in other Articles of the Agreement, by a distributed two-thirds majority vote, suspend that Member's voting rights in the Council and its right to have its votes cast in the Board until it fulfils its obligations, or the Council may take action requiring compulsory withdrawal under Article 67.
- (8) A Member may seek the prior opinion of the Executive Board in a matter of dispute or complaint before the matter is discussed by the Council.

CHAPTER XX - FINAL PROVISIONS

Article 60

Signature

The Agreement shall be open for signature at the United Nations Headquarters until and including 31 March 1968 by any Government which is a Contracting Party to the International Coffee Agreement, 1962.

Article 61

Ratification

The Agreement shall be subject to approval, ratification or acceptance by the signatory Governments or by any other Contracting Party to the International Coffee Agreement, 1962, in accordance with their respective constitutional procedures. Except as provided in paragraph (2) of Article 62 instruments of approval, ratification or acceptance shall be deposited with the Secretary-General of the United Nations not later than 30 September 1968.

Article 62

Entry into Force

(1) The Agreement shall enter into force definitively on 1 October 1968 among those Governments that have deposited instruments of approval, ratification or acceptance if, on that date, such Governments represent at least twenty exporting Members holding at least 80 percent of the votes of the exporting Members and at least ten importing Members holding at least 80 percent of the votes of the importing Members. The votes for this purpose shall be as distributed in Annex C. Alternatively, it shall enter into force definitively at any time after it is provisionally in force and the aforesaid requirements of this paragraph are satisfied. The Agreement shall enter into force definitively for any Government that deposits an instrument of approval, ratification, acceptance or accession subsequent to the definitive entry into force of the Agreement for other Governments on the date of such deposit.

(2) The Agreement may enter into force provisionally on 1 October 1968. For this purpose a notification by a signatory Government or by any other Contracting Party to the International Coffee Agreement, 1962, containing an undertaking to apply the Agreement provisionally and to seek approval, ratification or acceptance in accordance with its constitutional procedures, as rapidly as possible, that is received by

the Secretary-General of the United Nations not later than 30 September 1968, shall be regarded as equal in effect to an instrument of approval, ratification or acceptance. A Government that undertakes to apply the Agreement provisionally will be permitted to deposit an instrument of approval, ratification or acceptance and shall be provisionally regarded as a party thereto until either it deposits its instrument of approval, ratification or acceptance or up to and including 31 December 1968, whichever is the earlier.

(3) If the Agreement has not entered into force definitively or provisionally by 1 October 1968, those Governments that have deposited instruments of approval, ratification or acceptance or notifications containing an undertaking to apply the Agreement provisionally and to seek approval, ratification or acceptance may immediately after that date consult together to consider what action the situation requires and may, by mutual consent, decide that it shall enter into force among themselves. Likewise, if the Agreement has entered into force provisionally but has not entered into force definitively by 31 December 1968, those Governments that have deposited instruments of approval, ratification, acceptance or accession may consult together to consider what action the situation requires and may, by mutual consent, decide that it shall continue in force provisionally or enter into force definitively among themselves.

Article 63

Accession

(1) The Government of any State Member of the United Nations or of any of its specialized agencies may accede to this Agreement upon conditions that shall be established by the Council. In establishing such conditions the Council shall, if such country is an exporting country and is not named in Annex A, establish quota provisions for it. If such exporting country is named in Annex A, the respective quota provisions specified therein shall be applied to that country unless the Council

by a distributed two-thirds majority vote decides otherwise. Not later than 31 March 1969 or such other date as may be determined by the Council, any importing Member of the International Coffee Agreement, 1962, may accede to the Agreement on the same conditions under which it could have approved, ratified or accepted the Agreement and, if it applies the Agreement provisionally, it shall provisionally be regarded as a party thereto until either it deposits its instrument of accession or up to and including the above date, whichever is the earlier.

(2) Each Government depositing an instrument of accession shall, at the time of such deposit, indicate whether it is joining the Organization as an exporting Member or an importing Member, as defined in paragraphs (7) and (8) of Article 2.

Article 64

Reservations

Reservations may not be made with respect to any of the provisions of the Agreement.

Article 65

Notifications in respect of Dependent Territories

(1) Any Government may, at the time of signature or deposit of an instrument of approval, ratification, acceptance or accession, or at any time thereafter, by notification to the Secretary-General of the United Nations, declare that the Agreement shall extend to any of the territories for whose international relations it is responsible and the Agreement shall extend to the territories named therein from the date of such notification.

(2) Any Contracting Party which desires to exercise its rights under Article 4 in respect of any of its dependent territories, or which desires to authorize one of its dependent territories to become part of

a Member group formed under Article 5 or 6, may do so by making a notification to that effect to the Secretary-General of the United Nations, either at the time of the deposit of its instrument of approval, ratification, acceptance or accession, or at any later time.

(3) Any Contracting Party which has made a declaration under paragraph (1) of this Article may at any time thereafter, by notification to the Secretary-General of the United Nations, declare that the Agreement shall cease to extend to the territory named in the notification and the Agreement shall cease to extend to such territory from the date of such notification.

(4) The Government of a territory to which the Agreement has been extended under paragraph (1) of this Article and which has subsequently become independent may, within 90 days after the attainment of independence, declare by notification to the Secretary-General of the United Nations that it has assumed the rights and obligations of a Contracting Party to the Agreement. It shall, as from the date of such notification, become a party to the Agreement.

Article 66

Voluntary Withdrawal

Any Contracting Party may withdraw from the Agreement at any time by giving a written notice of withdrawal to the Secretary-General of the United Nations. Withdrawal shall become effective 90 days after the notice is received.

Article 67

Compulsory Withdrawal

If the Council determines that any Member has failed to carry out its obligations under the Agreement and that such failure significantly

impairs the operations of the Agreement, it may by a distributed two-thirds majority vote require the withdrawal of such Member from the Organization. The Council shall immediately notify the Secretary-General of the United Nations of any such decision. Ninety days after the date of the Council's decision that Member shall cease to be a Member of the Organization and, if such Member is a Contracting Party, a party to the Agreement.

Article 68

Settlement of Accounts with Withdrawing Members

(1) The Council shall determine any settlement of accounts with a withdrawing Member. The Organization shall retain any amounts already paid by a withdrawing Member and such Member shall remain bound to pay any amounts due from it to the Organization at the time the withdrawal becomes effective; provided, however, that in the case of a Contracting Party which is unable to accept an amendment and consequently either withdraws or ceases to participate in the Agreement under the provisions of paragraph (2) of Article 70, the Council may determine any settlement of accounts which it finds equitable.

(2) A Member which has withdrawn or which has ceased to participate in the Agreement shall not be entitled to any share of the proceeds of liquidation or the other assets of the Organization upon termination of the Agreement under Article 69.

Article 69

Duration and Termination

(1) The Agreement shall remain in force until 30 September 1973 unless extended under paragraph (2) of this Article, or terminated earlier under paragraph (3).

(2) The Council after 30 September 1972 may, by a vote of a majority of the Members having not less than a distributed two-thirds

majority of the total votes, either renegotiate the Agreement or extend it, with or without modification, for such period as the Council shall determine. Any Contracting Party, or any dependent territory which is either a Member or a party to a Member group, on behalf of which notification of acceptance of such a renegotiated or extended Agreement has not been made by the date on which such renegotiated or extended Agreement becomes effective, shall as of that date cease to participate in the Agreement.

(3) The Council may at any time, by vote of a majority of the Members having not less than a distributed two-thirds majority of the total votes, decide to terminate the Agreement. Such termination shall take effect on such date as the Council shall decide.

(4) Notwithstanding termination of the Agreement, the Council shall remain in being for as long as necessary to carry out the liquidation of the Organization, settlement of its accounts and disposal of its assets, and shall have during that period such powers and functions as may be necessary for those purposes.

Article 70

Amendment

(1) The Council by a distributed two-thirds majority vote may recommend an amendment of the Agreement to the Contracting Parties. The amendment shall become effective 100 days after the Secretary-General of the United Nations has received notifications of acceptance from Contracting Parties representing at least 75 percent of the exporting countries holding at least 85 percent of the votes of the exporting Members, and from Contracting Parties representing at least 75 percent of the importing countries holding at least 80 percent of the votes of the importing Members. The Council may fix a time within which each Contracting Party shall notify the Secretary-General of the United Nations of its acceptance of the amendment and if the amendment has not become

effective by such time, it shall be considered withdrawn. The Council shall provide the Secretary-General with the information necessary to determine whether the amendment has become effective.

(2) Any Contracting Party, or any dependent territory which is either a Member or a party to a Member group, on behalf of which notification of acceptance of an amendment has not been made by the date on which such amendment becomes effective, shall as of that date cease to participate in the Agreement.

Article 71

Notifications by the Secretary-General

The Secretary-General of the United Nations shall notify all Contracting Parties to the International Coffee Agreement, 1962, and all other Governments of States Members of the United Nations or of any of its specialized agencies, of each deposit of an instrument of approval, ratification, acceptance or accession and of the dates on which the Agreement comes provisionally and definitively into force. The Secretary-General of the United Nations shall also notify all Contracting Parties of each notification under Articles 5, 62 paragraph (2), 65, 66 or 67; of the date to which the Agreement is extended or on which it is terminated under Article 69; and of the date on which an amendment becomes effective under Article 70.

Article 72

Supplementary and Transitional Provisions

(1) The present Agreement shall be considered as a continuation of the International Coffee Agreement, 1962.

(2) In order to facilitate the uninterrupted continuation of the 1962 Agreement:

- (a) All acts by or on behalf of the Organization or any of its organs under the 1962 Agreement, in effect on 30 September 1968 and whose terms do not provide for expiry on that date, shall remain in effect unless changed under the provisions of the present Agreement.
- (b) All decisions required to be taken by the Council during coffee year 1967–68 for application in coffee year 1968–69 shall be taken during the last regular session of the Council in coffee year 1967–68 and applied on a provisional basis as if the present Agreement had already entered into force.

IN WITNESS WHEREOF the undersigned, having been duly authorized to this effect by their respective Governments, have signed this Agreement on the dates appearing opposite their signatures.

The texts of this Agreement in the English, French, Portuguese, Russian and Spanish languages shall all be equally authentic. The originals shall be deposited in the archives of the United Nations and the Secretary-General of the United Nations shall transmit certified copies thereof to each signatory and acceding Government.

ANNEX A

Basic Export Quotas 1/

(thousands of 60-kilc bags)

| | |
|--|--------|
| Brazil | 20,926 |
| Burundi 2/ | 233 |
| Cameroon | 1,000 |
| Central African Republic | 200 |
| Colombia | 7,000 |
| Congo (Democratic Republic) 2/ | 1,000 |
| Costa Rica | 1,100 |
| Dominican Republic | 520 |
| Ecuador | 750 |
| El Salvador | 1,900 |
| Ethiopia | 1,494 |
| Guatemala | 1,800 |
| Guinea (basic export quota to be established by the Council) | |
| Haiti | 490 |
| Honduras | 425 |
| India | 423 |
| Indonesia | 1,357 |
| Ivory Coast | 3,073 |
| Kenya | 860 |
| Malagasy Republic | 910 |
| Mexico | 1,760 |
| Nicaragua | 550 |
| Peru | 740 |
| Portugal | 2,776 |
| Rwanda 2/ | 150 |
| Tanzania | 700 |
| Togo | 200 |
| Uganda | 2,379 |
| Venezuela 2/ | 325 |
| Grand Total | 55,041 |
| | ===== |

1/ According to the provisions of Article 31 (1), the following exporting countries do not have a basic export quota and shall receive in coffee year 1968-69 export quotas of: Bolivia 50,000 bags; Congo (Brazzaville) 25,000 bags; Cuba 50,000 bags; Dahomey 33,000 bags; Gabon 25,000 bags; Ghana 51,000 bags; Jamaica 25,000 bags; Liberia 60,000 bags; Nigeria 52,000 bags; Panama 25,000 bags; Paraguay 70,000 bags; Sierra Leone 82,000 bags; Trinidad and Tobago 69,000 bags.

2/ Burundi, Congo (Democratic Republic), Cuba, Rwanda and Venezuela, after presentation to the Executive Board of acceptable evidence of an exportable production larger than 233,000; 1,000,000; 50,000; 150,000 and 325,000 bags respectively shall each be granted an annual export entitlement not exceeding the annual export entitlement it would receive with a basic quota of 350,000; 1,300,000; 200,000; 260,000 and 475,000 bags respectively. In no event, however, shall the increases allowed to these countries be taken into account for the purpose of calculating the distribution of votes.

ANNEX B

Non-quota countries of destination referred
to in Article 40, Chapter VII

The geographical areas which are non-quota countries for the purposes of this Agreement are:

Bahrain
Botswana
Ceylon
China (Taiwan)
China (mainland)
Hungary
Iran
Iraq
Japan
Korea, Republic of
Kuwait
Lesotho
Malawi
Muscat and Oman
North Korea
Poland
Qatar
Romania
Saudi Arabia
Somalia
South-Africa, Republic of
Southern Rhodesia
South-West Africa
Sudan
Swaziland
Thailand
Trucial Oman
Union of Soviet Socialist Republics
Zambia

Note: The abbreviated names above are intended to be of purely geographical significance and to convey no political implications whatsoever.

DISTRIBUTION OF VOTES

ANNEX C

| COUNTRY | EXPORTING | IMPORTING |
|--------------------------------|------------|--------------|
| Argentina | - | 16 |
| Australia | - | 9 |
| Austria | - | 11 |
| Belgium * | - | 28 |
| Bolivia | 4 | - |
| Brasil | 332 | - |
| Burundi | 8 | - |
| Canada | - | 32 |
| Colombia | 114 | - |
| Congo (Democratic Republic of) | 20 | - |
| Costa Rica | 21 | - |
| Cuba | 4 | - |
| Cyprus | - | 5 |
| Czechoslovakia | - | 9 |
| Denmark | - | 23 |
| Dominican Republic | 12 | - |
| Ecuador | 16 | - |
| El Salvador | 34 | - |
| Ethiopia | 27 | - |
| Federal Republic of Germany | - | 101 |
| Finland | - | 21 |
| France | - | 84 |
| Ghana | 4 | - |
| Guatemala | 32 | - |
| Guinea | 4 | - |
| Haiti | 12 | - |
| Honduras | 11 | - |
| India | 11 | - |
| Indonesia | 25 | - |
| Israel | - | 7 |
| Italy | - | 47 |
| Jamaica | 4 | - |
| Japan | - | 18 |
| Kenya | 17 | - |
| Liberia | 4 | - |
| Mexico | 32 | - |
| Netherlands | - | 35 |
| New Zealand | - | 6 |
| Nicaragua | 13 | - |
| Nigeria | 4 | - |
| Norway | - | 16 |
| OAMCAF | (88) | - |
| OAMCAF | (4) | 1/ |
| Cameroon | 15 | - |
| Central African Republic | 3 | - |
| Congo (Brussels) | 1 | - |
| Dahomey | 1 | - |
| Gabon | 1 | - |
| Ivory Coast | 47 | - |
| Malagasy Republic | 13 | - |
| Togo | 3 | - |
| Panama | 4 | - |
| Peru | 16 | - |
| Portugal | 48 | - |
| Rwanda | 6 | - |
| Sierra Leone | 4 | - |
| Spain | - | 21 |
| Sweden | - | 38 |
| Switzerland | - | 19 |
| Tanzania | 15 | - |
| Trinidad & Tobago | 4 | - |
| Tunisia | - | 6 |
| Uganda | 41 | - |
| U.S.S.R. | - | 16 |
| United Kingdom | - | 32 |
| United States of America | - | 400 |
| Venezuela | 9 | - |
| TOTAL | 996 | 1,000 |

* Includes Luxembourg

1/ Basic votes not attributable to individual contracting parties under Article 5 (4) (b)

**ACCORD INTERNATIONAL DE 1968
SUR LE CAFE**



NATIONS UNIES

1968

TIAS 6584

ACCORD INTERNATIONAL DE 1968 SUR LE CAFÉ

Préambule

Les gouvernements Parties au présent Accord,

Reconnaissant que le café revêt une importance exceptionnelle pour l'économie de beaucoup de pays, qui dépendent dans une large mesure de ce produit pour leurs recettes d'exportation et par conséquent pour continuer leurs programmes de développement social et économique ;

Considérant qu'une étroite coopération internationale dans le domaine de la distribution du café encouragera les pays producteurs de café à diversifier leur production et à développer leur économie, et contribuera ainsi à renforcer les liens politiques et économiques entre producteurs et consommateurs ;

Fondés à craindre que la tendance ne soit au déséquilibre chronique entre la production et la consommation, à l'accumulation de stocks qui sont une lourde charge, et à d'amples fluctuations de prix, situation préjudiciable aux producteurs comme aux consommateurs ;

Ne pensant pas que le jeu normal des forces du marché puisse, sans mesures internationales, corriger cet état de choses ; et

Prenant note de la nouvelle négociation, par le Conseil international du Café, de l'Accord international de 1962 sur le Café,

Sont convenus de ce qui suit.

CHAPITRE PREMIER - OBJECTIFS

Article premier

Objectifs

Les objectifs de l'Accord sont :

1) De réaliser un équilibre judicieux entre l'offre et la demande de café, dans des conditions qui assureront aux consommateurs un ravitaillement suffisant et aux producteurs des débouchés à des prix

équitables, et qui entraîneront un équilibre à long terme entre la production et la consommation ;

2) D'alléger les graves difficultés que provoquent la lourde charge des excédents et les fluctuations excessives des prix du café, ce qui est préjudiciable aux producteurs comme aux consommateurs ;

3) De contribuer à mettre en valeur les ressources productives, à éléver et maintenir l'emploi et le revenu dans les pays Membres, et d'aider ainsi à y réaliser des salaires équitables, un plus haut niveau de vie et de meilleures conditions de travail ;

4) D'aider à augmenter le pouvoir d'achat des pays exportateurs de café, en maintenant les prix à un niveau équitable et en augmentant la consommation ;

5) D'encourager la consommation du café par tous les moyens possibles ; et

6) D'une façon générale et compte tenu des liens qui existent entre le commerce du café et la stabilité économique des marchés ouverts aux produits industriels, de favoriser la coopération internationale dans le domaine des problèmes mondiaux du café.

CHAPITRE II – DEFINITIONS

Article 2

Définitions

Aux fins de l'Accord :

1) "Café" désigne le grain et la cerise du cafier, qu'il s'agisse de café en parche, de café vert ou de café torréfié, et comprend le café moulu, le café décaféiné, le café liquide et le café soluble. Ces termes ont la signification suivante :

a) "Café vert" désigne tout café en grain, déparché, avant torréfaction ;

- b) "Cerise de café" désigne le fruit entier du cafier ; l'équivalent en café vert du café en cerise s'obtient en multipliant par 0,50 le poids net des cerises séchées ;
- c) "Café en parche" désigne le grain de café vert dans sa parche ; l'équivalent en café vert du café en parche s'obtient en multipliant par 0,80 le poids net du café en parche ;
- d) "Café torréfié" désigne le café vert torréfié à un degré quelconque, et comprend le café moulu ; l'équivalent en café vert du café torréfié s'obtient en multipliant par 1,19 le poids net du café torréfié ;
- e) "Café décaféiné" désigne le café vert, torréfié ou soluble, après extraction de caféine ; l'équivalent en café vert du café décaféiné s'obtient en multipliant par 1,19 ou 3,00, respectivement, le poids net du café décaféiné vert, torréfié ou soluble ;
- f) "Café liquide" désigne les solides solubles dans l'eau obtenus à partir du café torréfié et présentés sous forme liquide ; l'équivalent en café vert du café liquide s'obtient en multipliant par 3,00 le poids net des solides de café déshydratés contenus dans le café liquide ;
- g) "Café soluble" désigne les solides, déshydratés et solubles dans l'eau, obtenus à partir du café torréfié ; l'équivalent en café vert du café soluble s'obtient en multipliant par 3,00 le poids net du café soluble.

2) "Sac" désigne 60 kg, soit 132,276 livres, de café vert ; "tonne" désigne la tonne métrique de 1 000 kg, soit 2 204,6 livres ; "livre" désigne 453,597 grammes.

3) "Année cafière" désigne la période de douze mois qui va du 1 octobre au 30 septembre.

4) "Exportation de café" désigne, sauf si l'Article 39 en dispose autrement, tout envoi de café qui quitte le territoire où ce café a été produit.

5) "Organisation" signifie l'Organisation internationale du Café ; "Conseil" signifie le Conseil international du Café ; "Comité" signifie le Comité exécutif, mentionnés à l'Article 7 de l'Accord.

6) "Membre" signifie : une Partie Contractante ; un ou des territoires dépendants déclarés comme Membre séparé en vertu de l'Article 4 ; plusieurs Parties Contractantes, plusieurs territoires dépendants, ou plusieurs Parties Contractantes et territoires dépendants qui font partie de l'Organisation en tant que groupe Membre, en vertu des Articles 5 et 6.

7) "Membre exportateur" ou "pays exportateur" désigne respectivement un Membre ou un pays qui est exportateur net de café, c'est-à-dire dont les exportations dépassent les importations.

8) "Membre importateur" ou "pays importateur" désigne respectivement un Membre ou un pays qui est importateur net de café, c'est-à-dire dont les importations dépassent les exportations.

9) "Membre producteur" ou "pays producteur" désigne respectivement un Membre ou un pays qui produit du café en quantités suffisantes pour avoir une signification commerciale.

10) "Majorité répartie simple" signifie la majorité absolue des voix exprimées par les Membres exportateurs présents votant, et la majorité absolue des voix exprimées par les Membres importateurs présents votant.

11) "Majorité répartie des deux tiers" signifie les deux tiers des voix exprimées par les Membres exportateurs présents votant, et les deux tiers des voix exprimées par les Membres importateurs présents votant.

12) "Entrée en vigueur" signifie, sauf indication contraire, la date à laquelle l'Accord entre en vigueur, provisoirement ou définitivement.

13) "Production exportable" désigne la production totale de café d'un pays exportateur pendant une année caférière donnée, diminuée de la quantité prévue pour les besoins de la consommation intérieure pendant la même année.

14) "Quantités disponibles pour l'exportation" désigne la production exportable d'un pays exportateur au cours d'une année caférière donnée, augmentée des stocks reportés des années précédentes.

15) "Quantités qu'un Membre a le droit d'exporter sous contingent" désigne les quantités totales de café qu'un Membre est autorisé à exporter aux termes des diverses dispositions de l'Accord, à l'exclusion des exportations effectuées hors contingent conformément aux dispositions de l'Article 40.

16) "Exportations autorisées" désigne les exportations qui ont été réellement effectuées au titre du paragraphe précédent.

17) "Exportations permises" désigne la somme des exportations autorisées et des exportations hors contingent effectuées conformément aux dispositions de l'Article 40.

CHAPITRE III - MEMBRES

Article 3

Membres de l'Organisation

1) Chaque Partie Contractante constitue, avec ceux de ses territoires dépendants auxquels l'Accord s'applique en vertu du paragraphe 1) de l'Article 65, un seul et même Membre de l'Organisation, sous réserve des dispositions prévues aux Articles 4, 5 et 6.

2) Dans des conditions à convenir par le Conseil, un Membre peut entrer dans une catégorie différente de celle qu'il a indiquée lorsqu'il a initialement approuvé, ratifié ou accepté l'Accord, ou adhéré à celui-ci.

3) Si deux ou plusieurs Membres importateurs demandent qu'une modification soit apportée dans la nature de leur participation à l'Accord et/ou de leur représentation au sein de l'Organisation, et nonobstant les autres dispositions de l'Accord, le Conseil peut, après avoir consulté les Membres intéressés, fixer les conditions de cette participation et/ou de cette représentation modifiées.

Article 4

Participation séparée de territoires dépendants

Toute Partie Contractante qui est importatrice nette de café peut, à tout moment, par la notification prévue au paragraphe 2) de l'Article 65, déclarer qu'elle participe à l'Organisation indépendamment de tout territoire qu'elle spécifie parmi ses territoires dépendants qui sont exportateurs nets de café. Dans ce cas, le territoire métropolitain et les territoires dépendants non spécifiés constituent un seul et même Membre ; et les territoires dépendants spécifiés ont, individuellement ou collectivement selon les termes de la notification, la qualité de Membre distinct.

Article 5

Participation initiale en groupe

1) Deux ou plusieurs Parties Contractantes qui sont exportatrices nettes de café peuvent, par notification adressée au Secrétaire général des Nations Unies lors du dépôt de leurs instruments respectifs d'approbation, de ratification, d'acceptation ou d'adhésion ainsi qu'au Conseil, déclarer qu'elles entrent dans l'Organisation en tant que groupe. Un territoire dépendant auquel l'Accord s'applique en vertu du paragraphe 1) de l'Article 65 peut faire partie d'un tel groupe si le gouvernement de l'Etat qui assure ses relations internationales a adressé la notification prévue au paragraphe 2) de l'Article 65. Ces Parties Contractantes et ces territoires dépendants doivent remplir les conditions suivantes :

- a) Se déclarer disposés à accepter la responsabilité, aussi bien individuelle que collective, du respect des obligations de groupe ;
- b) Prouver par la suite à la satisfaction du Conseil que le groupe a l'organisation nécessaire à l'application d'une politique commune en matière de café, et qu'ils ont les moyens de s'acquitter, conjointement avec les autres membres du groupe, des obligations que leur impose l'Accord ; et
- c) Prouver par la suite au Conseil :
 - i) Soit qu'un précédent accord international sur le Café les a reconnus comme un groupe ;
 - ii) Soit qu'ils ont :
 - a) Une politique commerciale et économique commune ou coordonnée en matière de café ;
 - b) Une politique monétaire et financière coordonnée et les organes nécessaires à l'application de cette politique, de façon que le Conseil soit assuré que le groupe peut se conformer à l'esprit de la participation en groupe et à toutes les obligations collectives qui en découlent.

2) Le groupe Membre constitue un seul et même Membre de l'Organisation, étant toutefois entendu que chaque membre du groupe sera traité en Membre distinct pour toutes les questions qui relèvent des dispositions suivantes :

- a) Chapitres XIII, XIV et XVI ;
- b) Articles 10, 11 et 19 (Chapitre IV) ; et
- c) Article 68 (Chapitre XX).

3) Les Parties Contractantes et les territoires dépendants qui entrent en tant que groupe indiquent le gouvernement ou l'organisation qui les représentera au Conseil pour toutes les questions dont traite l'Accord, à l'exception de celles qui sont énumérées au paragraphe 2) du présent Article.

- 4) Le droit de vote du groupe s'exerce de la façon suivante :
- a) Le groupe Membre a, pour chiffre de base, le même nombre de voix qu'un seul pays Membre entré à titre individuel dans l'Organisation. Le gouvernement ou l'organisation qui représente le groupe reçoit ces voix et en dispose
 - b) Au cas où la question mise aux voix rentre dans le cadre des dispositions énoncées au paragraphe 2) du présent Article, les divers membres du groupe peuvent disposer séparément des voix que leur attribue le paragraphe 3) de l'Article 12, comme si chacun d'eux était un Membre individuel de l'Organisation, sauf que les voix du chiffre de base restent attribuées au pays ou à l'organisation qui représente le groupe.

5) Toute Partie Contractante ou tout territoire dépendant qui fait partie d'un groupe peut, par notification au Conseil, se retirer de ce groupe et devenir Membre distinct. Ce retrait prend effet lors de la réception de la notification par le Conseil. Quand un des membres d'un groupe s'en retire ou cesse d'y appartenir parce qu'il se retire de l'Organisation ou pour une autre raison, les autres membres du groupe peuvent demander au Conseil de maintenir ce groupe et le groupe conserve son existence à moins que le Conseil ne rejette cette demande. En cas de dissolution du groupe, chacun de ses ex-membres devient un Membre distinct. Un Membre qui a cessé d'appartenir à un groupe ne peut pas redevenir membre d'un groupe quelconque tant que l'Accord reste en vigueur.

Article 6

Participation ultérieure en groupe

Deux Membres exportateurs ou plus peuvent, une fois que l'Accord est entré en vigueur à leur égard, demander à tout moment au Conseil l'autorisation de se constituer en groupe. Le Conseil les y autorise s'il constate qu'ils lui ont adressé la déclaration et les preuves exigées au paragraphe 1) de l'Article 5. Dès que le Conseil a donné cette autorisation, les dispositions des paragraphes 2), 3), 4) et 5) de l'Article 5 deviennent applicables au groupe.

CHAPITRE IV - CONSTITUTION ET ADMINISTRATION

Article 7

Siège et structure de l'Organisation internationale du Café

- 1) L'Organisation internationale du Café créée par l'Accord de 1962 continue d'exister pour assurer la mise en œuvre de l'Accord et en surveiller le fonctionnement.
- 2) L'Organisation a son siège à Londres, à moins que le Conseil n'en décide autrement à la majorité répartie des deux tiers des voix.
- 3) L'Organisation exerce ses fonctions par l'intermédiaire du Conseil international du Café, de son Comité exécutif, de son Directeur exécutif et de son personnel.

Article 8

Composition du Conseil international du Café

- 1) L'Autorité suprême de l'Organisation est le Conseil international du Café, qui se compose de tous les Membres de l'Organisation.
- 2) Chaque Membre est représenté au Conseil par un représentant et un ou plusieurs suppléants. Chaque Membre peut désigner en outre un ou plusieurs conseillers pour accompagner son représentant ou ses suppléants.

Article 9

Pouvoirs et fonctions du Conseil

- 1) Le Conseil, investi de tous les pouvoirs que confère expressément l'Accord, a les pouvoirs et assure les fonctions nécessaires à l'exécution des dispositions de l'Accord.
- 2) Le Conseil arrête, à la majorité répartie des deux tiers, les règlements nécessaires à l'exécution de l'Accord et conformes à ses dispositions, notamment son propre règlement intérieur et les règlements

applicables à la gestion financière de l'Organisation et à son personnel. Le Conseil peut prévoir dans son règlement intérieur une procédure qui lui permette de prendre, sans se réunir, des décisions sur des points déterminés.

3) En outre, le Conseil tient à jour la documentation nécessaire à l'accomplissement des fonctions que lui confère l'Accord, et toute autre documentation qu'il juge souhaitable. Il publie un rapport annuel.

Article 10

Election du Président et des Vice-Présidents du Conseil

1) Le Conseil élit pour chaque année caférière un Président ainsi qu'un premier, un deuxième et un troisième Vice-Présidents.

2) En règle générale, le Président et le premier Vice-Président sont tous deux élus parmi les représentants des Membres exportateurs ou parmi les représentants des Membres importateurs, et les deuxième et troisième Vice-Présidents parmi les représentants de l'autre catégorie. Cette répartition alterne chaque année caférière.

3) Ni le Président ni le Vice-Président qui fait fonction de Président, n'a le droit de vote. Dans ce cas, leur suppléant exerce le droit de vote du Membre.

Article 11

Sessions du Conseil

En règle générale, le Conseil se réunit deux fois par an en session ordinaire. Il peut tenir des sessions extraordinaires s'il en décide ainsi. Des sessions extraordinaires se tiennent aussi à la demande du Comité exécutif, ou de cinq Membres, ou d'un ou plusieurs Membres réunissant 200 voix au minimum. Les sessions du Conseil sont annoncées au moins trente jours à l'avance, sauf en cas d'urgence. Les sessions ont lieu au siège de l'Organisation, sauf décision contraire du Conseil.

Article 12

Voix

1) Les Membres exportateurs ont ensemble 1 000 voix et les Membres importateurs également ; ces voix sont réparties à l'intérieur de chaque catégorie, celle des exportateurs et celle des importateurs, comme l'indiquent les paragraphes suivants.

2) Chaque Membre a, comme chiffre de base, cinq voix, à condition que le total de ces voix ne dépasse pas 150 pour chaque catégorie de Membres. Si il y avait plus de 30 Membres exportateurs ou plus de 30 Membres importateurs, le chiffre de base attribué à chaque Membre de cette catégorie serait ajusté de façon que le total des chiffres de base ne dépasse pas 150 pour chaque catégorie.

3) Le restant des voix des Membres exportateurs est réparti entre ces Membres proportionnellement à leur contingent de base, étant toutefois entendu que, si la question mise aux voix rentre dans le cadre du paragraphe 2) de l'Article 5, le restant des voix d'un groupe Membre exportateur est réparti entre les Membres de ce groupe proportionnellement à la part de chacun d'eux dans le contingent de base du groupe Membre. Un Membre exportateur auquel il n'a pas été attribué de contingent de base ne reçoit aucune de ces voix restantes.

4) Le restant des voix des Membres importateurs est réparti entre eux au prorata du volume moyen de leurs importations de café des trois années précédentes.

5) Au début de chaque année caférière, le Conseil répartit les voix pour l'année, sous réserve des dispositions du paragraphe 6) du présent Article.

6) Quand un changement survient dans la participation à l'Organisation, ou si le droit de vote d'un Membre est suspendu ou rétabli en vertu des Articles 25, 38, 45, 48, 54 ou 59, le Conseil procède à une nouvelle répartition des voix, qui obéit aux dispositions du présent Article.

- 7) Aucun Membre n'a plus de 400 voix.
- 8) Le fractionnement des voix n'est pas admis.

Article 13

Procédure de vote du Conseil

- 1) Chaque représentant dispose de toutes les voix du Membre qu'il représente, et ne peut pas les diviser. Il peut cependant disposer différemment des voix qui lui sont données par procuration en vertu du paragraphe 2) du présent Article.
- 2) Tout Membre exportateur peut autoriser tout autre Membre exportateur, et tout Membre importateur peut autoriser tout autre Membre importateur, à représenter ses intérêts et à exercer son droit de vote à toute réunion du Conseil. La limitation prévue au paragraphe 7) de l'Article 12 ne joue pas dans ce cas.

Article 14

Décisions du Conseil

- 1) Le Conseil prend toutes ses décisions et fait toutes ses recommandations à la majorité répartie simple, sauf disposition contraire de l'Accord.
- 2) La procédure suivante s'applique à toute décision que le Conseil doit, aux termes de l'Accord, prendre à la majorité répartie des deux tiers.
 - a) Si la proposition n'obtient pas la majorité répartie des deux tiers en raison du vote négatif d'un, deux ou trois Membres exportateurs ou d'un, deux ou trois Membres importateurs, elle est, si le Conseil en décide ainsi à la majorité des Membres présents et à la majorité répartie simple des voix, remise aux voix dans les 48 heures ;

- b) Si, à ce deuxième scrutin, la proposition n'obtient encore pas la majorité répartie des deux tiers, en raison du vote négatif d'un ou deux Membres exportateurs ou d'un ou deux Membres importateurs, elle est, si le Conseil en décide ainsi à la majorité des Membres présents et à la majorité répartie simple des voix, remise aux voix dans les 24 heures ;
- c) Si, à ce troisième scrutin, la proposition n'obtient toujours pas la majorité répartie des deux tiers en raison du vote négatif d'un Membre exportateur ou d'un Membre importateur, elle est considérée comme adoptée ;
- d) Si le Conseil ne remet pas une proposition aux voix, elle est considérée comme repoussée.

3) Les Membres s'engagent à accepter comme obligatoires toutes les décisions que le Conseil prend en vertu de l'Accord.

Article 15

Composition du Comité exécutif

- 1) Le Comité exécutif se compose de huit Membres exportateurs et de huit Membres importateurs élus pour chaque année caférière conformément à l'article 16. Ils sont rééligibles.
- 2) Chaque Membre du Comité exécutif désigne un représentant et un ou plusieurs suppléants.
- 3) Choisi pour chaque année caférière par le Conseil, le Président du Comité exécutif est rééligible. Il n'a pas le droit de vote. Si un représentant est élu Président, son suppléant exercera le droit de vote.
- 4) Le Comité exécutif se réunit normalement au siège de l'Organisation, mais peut se réunir ailleurs.

Article 16Election du Comité exécutif

1) Les Membres exportateurs de l'Organisation élisent les membres exportateurs du Comité exécutif, et les Membres importateurs de l'Organisation les membres importateurs du Comité exécutif. Les élections de chaque catégorie ont lieu selon les dispositions suivantes.

2) Chaque Membre vote pour un seul candidat, en lui accordant toutes les voix dont il dispose en vertu de l'Article 12. Il peut accorder à un autre candidat les voix dont il disposerait par procuration en vertu du paragraphe 2) de l'Article 13.

3) Les huit candidats qui recueillent le plus grand nombre de voix sont élus ; toutefois aucun candidat n'est élu au premier tour de scrutin s'il n'a pas obtenu 75 voix au moins.

4) Si moins de huit candidats sont élus au premier tour de scrutin selon les dispositions du paragraphe 3) du présent Article, de nouveaux tours de scrutin ont lieu, auxquels seuls participent les Membres qui n'ont voté pour aucun des candidats élus. A chaque nouveau tour de scrutin, le minimum de voix nécessaire pour être élu diminue successivement de cinq unités, jusqu'à ce que les huit candidats soient élus.

5) Un Membre qui n'a pas voté pour un des Membres élus confère à un d'entre eux les voix dont il dispose, sous réserve des paragraphes 6) et 7) du présent Article.

6) On considère qu'un Membre a obtenu les voix qui lui ont d'abord été données lors de son élection, plus les voix qui lui ont été conférées plus tard, à condition que le total des voix ne dépasse 499 pour aucun Membre élu.

7) Au cas où les voix considérées comme obtenues par un Membre élu dépasseraient 499, les Membres qui ont voté pour ce Membre élu ou qui lui ont conféré leurs voix s'entendront pour qu'un ou plusieurs d'entre

leur retirent les voix qu'ils lui ont accordées et les transfèrent ou les transfèrent à un autre Membre élu, de façon que les voix obtenues par chaque Membre élu ne dépassent pas le chiffre limite de 499.

Article 17

Compétence du Comité exécutif

- 1) Le Comité exécutif est responsable devant le Conseil et travaille selon ses directives générales.
- 2) Le Conseil peut, à la majorité répartie simple, déléguer au Comité exécutif tout ou partie de ses pouvoirs à l'exclusion des suivants :
 - a) Voter le budget administratif et fixer les cotisations, en vertu de l'Article 24 ;
 - b) Fixer les contingents en exécution de l'Accord à l'exception des ajustements effectués aux termes de l'Article 35, paragraphe 3), et de l'Article 37 ;
 - c) Suspendre le droit de vote d'un Membre, en vertu de l'Article 45 ou de l'Article 59 ;
 - d) Fixer ou reviser des objectifs nationaux et mondiaux de production, en vertu de l'Article 48 ;
 - e) Arrêter une politique des stocks, en vertu de l'Article 49 ;
 - f) Dispenser un Membre de ses obligations, en vertu de l'Article 57 ;
 - g) Trancher les différends, en vertu de l'Article 59 ;
 - h) Fixer des conditions d'adhésion, en vertu de l'Article 63 ;
 - i) Décider de demander le retrait d'un Membre, en vertu de l'Article 67 ;
 - j) Proroger ou résilier l'Accord en vertu de l'Article 69 ; et
 - k) Recommander des amendements aux Membres, en vertu de l'Article 70.

3) Le Conseil peut à tout moment, à la majorité répartie simple, annuler les pouvoirs qu'il aurait délégués au Comité.

Article 18

Procédure de vote du Comité exécutif

1) Chaque membre du Comité exécutif dispose des voix qu'il a obtenues en vertu des paragraphes 6) et 7) de l'Article 16. Le vote par procuration n'est pas admis. Aucun membre ne peut fractionner ses voix.

2) Les décisions du Comité sont prises à la même majorité que les décisions analogues du Conseil.

Article 19

Quorum aux réunions du Conseil et du Comité

1) Le quorum exigé pour toute réunion du Conseil est constitué par la majorité des Membres, si cette majorité représente la majorité répartie des deux tiers du total des voix. Si, le jour fixé pour l'ouverture d'une session du Conseil, le quorum n'est pas atteint ou si, au cours d'une session du Conseil, le quorum n'est pas atteint à trois séances successives, le Conseil se réunit sept jours plus tard ; le quorum est alors, et jusqu'à la fin de cette session, constitué par la majorité des Membres, si cette majorité représente la majorité répartie simple du total des voix. Les Membres représentés par procuration en vertu du paragraphe 2) de l'Article 13 sont considérés comme présents.

2) Le quorum exigé pour toute réunion du Comité exécutif est constitué par la majorité des membres si cette majorité représente la majorité répartie des deux tiers du total des voix.

Article 20

Directeur exécutif et personnel

- 1) Le Conseil nomme le Directeur exécutif sur la recommandation du Comité exécutif. Il fixe les conditions d'emploi du Directeur exécutif ; elles sont comparables à celles des fonctionnaires homologues d'organisations intergouvernementales similaires.
- 2) Le Directeur exécutif est le chef des services administratifs de l'Organisation ; il est responsable de l'exécution des tâches qui lui incombent dans l'administration de l'Accord.
- 3) Le Directeur exécutif nomme le personnel conformément au règlement arrêté par le Conseil.
- 4) Le Directeur exécutif et les autres fonctionnaires ne doivent avoir aucun intérêt financier ni dans l'industrie cafétière ni dans le commerce ou le transport du café.
- 5) Dans l'accomplissement de leurs devoirs, le Directeur exécutif et le personnel ne sollicitent ni n'acceptent d'instructions d'aucun Membre, ni d'aucune autorité extérieure à l'Organisation. Ils s'abstiennent de tout acte incompatible avec leur situation de fonctionnaires internationaux et ne sont responsables qu'envers l'Organisation. Chaque Membre s'engage à respecter le caractère exclusivement international des fonctions du Directeur exécutif et du personnel et à ne pas chercher à les influencer dans l'exécution de leur tâche.

Article 21

Collaboration avec d'autres organisations

Le Conseil peut prendre toutes les dispositions voulues pour consulter l'Organisation des Nations Unies et les institutions spécialisées, ainsi que d'autres organisations intergouvernementales appropriées, et pour collaborer avec elles. Le Conseil peut inviter ces organisations, ainsi que toute organisation qui s'occupe de café, à envoyer des observateurs à ses réunions.

CHAPITRE V — PRIVILEGES ET IMMUNITES

Article 22

Priviléges et immunités

1) L'Organisation possède la personnalité juridique. Elle a notamment la capacité de contracter, d'acquérir et d'aliéner des biens immobiliers et mobiliers, ainsi que d'ester en justice.

2) Le Gouvernement du pays dans lequel est situé le siège de l'Organisation (ci-après nommé "Gouvernement hôte") conclura dès que possible avec l'Organisation un accord, à approuver par le Conseil, concernant le statut, les priviléges et les immunités de l'Organisation, du Directeur exécutif, des membres du Personnel et des représentants des pays Membres pendant les séjours que l'exercice de leurs fonctions les amène à effectuer sur le territoire du Gouvernement hôte.

3) L'accord envisagé au paragraphe 2) ci-dessus sera indépendant du présent Accord. Il stipulera les conditions dans lesquelles il prend fin.

4) À moins que d'autres mesures fiscales ne soient prises dans le cadre de l'accord envisagé au paragraphe 2) ci-dessus, le Gouvernement hôte :

- a) exonère d'impôts les rémunérations versées par l'Organisation à ses employés, à la réserve que ce privilège ne s'applique pas nécessairement aux ressortissants de ce pays ; et
- b) exonère de droits les avoirs, revenus et autres biens de l'Organisation.

5) Après approbation de l'accord envisagé au paragraphe 2) du présent Article, l'Organisation peut conclure avec un ou plusieurs Membres des accords, à approuver par le Conseil, concernant les priviléges et immunités qui peuvent être nécessaires à la mise en œuvre de l'Accord international sur le Café.

CHAPITRE VI - FINANCES

Article 23

Dispositions financières

- 1) Les dépenses des délégations au Conseil, ainsi que des représentants au Comité exécutif et à tout autre comité du Conseil ou du Comité exécutif, sont à la charge de l'Etat qu'ils représentent.
- 2) Pour couvrir les autres dépenses qu'entraîne l'application du présent Accord les Membres versent une cotisation annuelle. Ces cotisations sont réparties comme il est dit à l'Article 24. Toutefois, le Conseil peut exiger une rétribution pour certains services.
- 3) L'exercice financier coïncide avec l'année caférière.

Article 24

Vote du budget et fixation des cotisations

- 1) Au second semestre de chaque exercice financier, le Conseil vote le budget administratif de l'Organisation pour l'exercice financier suivant et répartit les cotisations des Membres à ce budget.
- 2) Pour chaque exercice financier, la cotisation de chaque Membre est proportionnelle au rapport qu'il y a, au moment du vote du budget, entre le nombre des voix dont il dispose et le nombre de voix dont disposent tous les Membres réunis. Si toutefois, au début de l'exercice financier pour lequel les cotisations sont fixées, la répartition des voix entre les Membres se trouve changée en vertu du paragraphe 5) de l'Article 12, le Conseil ajuste les cotisations en conséquence pour cet exercice. Pour déterminer les cotisations, on dénombre les voix de chaque Membre sans tenir compte de la suspension éventuelle du droit de vote d'un Membre et de la redistribution des voix qui aurait pu en résulter.

3) Le Conseil fixe la contribution initiale de tout pays qui devient Membre de l'Organisation après l'entrée en vigueur de l'Accord en fonction du nombre des voix qui lui sont attribuées et de la fraction non écoulée de l'exercice en cours ; mais les cotisations assignées aux autres Membres pour l'exercice en cours restent inchangées.

Article 25

Versement des cotisations

1) Les cotisations au budget administratif de chaque exercice financier sont payables en monnaie librement convertible et sont exigibles au premier jour de l'exercice.

2) Un Membre qui ne s'est pas acquitté intégralement de sa cotisation au budget administratif dans les six mois de son éligibilité, perd, jusqu'au moment où il s'en acquitte, son droit de voter au Conseil et de voter pour lui ou de faire voter pour lui au Comité exécutif. Cependant, sauf décision prise par le Conseil à la majorité répartie des deux tiers, ce Membre n'est privé d'aucun des autres droits que lui confère le présent Accord, ni relevé d'aucune des obligations que celui-ci lui impose.

3) Un Membre dont le droit de vote est suspendu, en application soit du paragraphe 2) du présent Article, soit des Articles 38, 45, 48, 54 ou 59, reste néanmoins tenu de verser sa cotisation.

Article 26

Vérification et publication des comptes

Le plus tôt possible après la clôture de chaque exercice financier, le Conseil est saisi, pour approbation et publication, d'un état, vérifié par un expert indépendant, des recettes et dépenses de l'Organisation pour cet exercice financier.

CHAPITRE VII - REGLEMENTATION DES EXPORTATIONS

Article 27

Engagements généraux des Membres

1) Les Membres s'engagent à conduire leur politique commerciale de façon à réaliser les objectifs énoncés à l'Article premier, et particulièrement dans son paragraphe 4). Ils conviennent qu'il est souhaitable d'appliquer l'Accord de façon à augmenter progressivement le revenu réel tiré de l'exportation du café, pour le mettre en harmonie avec les besoins de devises que suscitent leurs programmes de développement social et économique.

2) Pour atteindre ces objectifs en contingentant le café suivant les dispositions du présent Chapitre et en appliquant aussi les autres dispositions de l'Accord, les Membres conviennent de la nécessité de faire en sorte que le niveau général des prix du café ne tombe pas au-dessous de leur niveau général de 1962.

3) Les Membres conviennent en outre qu'il est souhaitable d'assurer au consommateur des prix équitables et qui n'entraînent pas l'augmentation recherchée de la consommation.

Article 28

Contingents d'exportation de base

A partir du 1 octobre 1968, les pays exportateurs auront les contingents d'exportation de base indiqués à l'Annexe A.

Article 29

Contingents de base d'un groupe Membre

Quand plusieurs des pays énumérés à l'Annexe A forment un groupe en vertu de l'Article 5, les contingents de base spécifiés pour ces pays à l'Annexe A sont additionnés, et leur total est considéré, aux fins du présent chapitre, comme un contingent de base unique.

Article 30

Contingents annuels d'exportation

1) Trente jours au moins avant le début de chaque année caférière, le Conseil adopte, à la majorité des deux tiers, une prévision du total des importations et des exportations mondiales pour l'année caférière à venir et une prévision des exportations probables des pays non membres.

2) Compte tenu de ces prévisions, le Conseil arrête immédiatement des contingents annuels d'exportation pour tous les Membres exportateurs. Ces contingents annuels sont exprimés en pourcentage, le même pour tous les Membres exportateurs, des contingents de base spécifiés à l'Annexe A, sauf pour les Membres dont le contingent annuel est soumis aux dispositions du paragraphe 2) de l'Article 31.

Article 31

Dispositions supplémentaires relatives aux contingents de base et aux contingents annuels d'exportation

1) Il n'est pas attribué de contingent d'exportation de base à un Membre exportateur dont les exportations annuelles autorisées ont été en moyenne, pendant les trois années précédentes, inférieures à 100 000 sacs, et le contingent annuel d'exportation de ce Membre est calculé conformément au paragraphe 2) du présent Article. Lorsque ce contingent annuel d'exportation atteint 100 000 sacs, le Conseil assigne un contingent de base au Membre exportateur intéressé.

2) Sans préjudice des dispositions de la note de bas de page 2/ qui figure à l'Annexe A de l'Accord, chaque Membre exportateur auquel il n'a pas été attribué de contingent de base aura, pour l'année caférière 1968-69, le contingent indiqué dans la note de bas de page 1/ de l'Annexe A de l'Accord. Chacune des années suivantes, le contingent sera, sous réserve des dispositions du paragraphe 3) du présent Article, augmenté de 10 pour cent de ce contingent initial jusqu'à ce que le maximum de 100 000 sacs mentionné au paragraphe 1) du présent Article soit atteint.

3) Le 31 juillet de chaque année au plus tard, chaque Membre intéressé fait connaître au Directeur exécutif, qui en informe le Conseil, les quantités probables de café dont il disposera pour les exporter sous contingent au cours de l'année caférière suivante. Les quantités ainsi indiquées constituent le contingent de ce Membre exportateur pour l'année caférière suivante, à condition qu'elles se trouvent dans les limites définies au paragraphe 2) du présent Article.

4) Les Membres exportateurs auxquels il n'a pas été attribué de contingent de base sont soumis aux dispositions des Articles 27, 29, 32, 34, 35, 38 et 40.

5) Un territoire sous tutelle (administré au titre d'un accord de tutelle avec les Nations Unies) dont les exportations annuelles vers d'autres pays que celui de l'Autorité administrante ne dépassent pas 100 000 sacs, n'est pas astreint au contingentement tant que ses exportations ne dépassent pas cette quantité.

Article 32

Contingents trimestriels d'exportation

1) Aussitôt après avoir arrêté les contingents annuels d'exportation, le Conseil attribue à chaque Membre exportateur des contingents trimestriels d'exportation en vue de maintenir pendant toute l'année caférière un équilibre satisfaisant entre l'offre et la demande prévue.

2) Ces contingents doivent être aussi voisins que possible de 25 pour cent du contingent annuel d'exportation attribué à chaque Membre pour l'année caférière considérée. Aucun Membre n'est autorisé à exporter plus de 30 pour cent au cours du premier trimestre, plus de 60 pour cent au cours des deux premiers trimestres, et plus de 80 pour cent au cours des trois premiers trimestres de l'année caférière. Si, au cours d'un trimestre, les exportations d'un Membre n'atteignent pas le contingent qui lui est attribué pour ce trimestre, le solde inemployé est ajouté à son contingent du trimestre suivant de l'année caférière considérée.

Article 33

Ajustement des contingents annuels d'exportation

Si l'état du marché l'exige, le Conseil peut revoir le total des contingents et modifier le pourcentage des contingents de base qu'il a arrêté en vertu du paragraphe 2) de l'Article 30. En procédant à cet ajustement, le Conseil tient compte de tout déficit probable chez les Membres.

Article 34

Notification des déficits

- 1) Les Membres exportateurs s'engagent à notifier au Conseil, aussitôt que possible au cours de l'année caférière et au plus tard à la fin du huitième mois de ladite année ainsi qu'aux dates ultérieures que le Conseil pourrait fixer, s'ils disposent d'assez de café pour exporter la totalité de leur contingent de cette année-là.
- 2) Le Conseil tient compte de ces notifications pour décider s'il y a lieu d'ajuster, en vertu de l'Article 33, le total des contingents d'exportation.

Article 35

Ajustement des contingents trimestriels d'exportation

- 1) Dans les cas indiqués dans le présent Article, le Conseil modifie les contingents trimestriels attribués à chaque Membre en vertu du paragraphe 1) de l'Article 32.
- 2) Quand le Conseil modifie, en vertu de l'Article 33, les contingents annuels d'exportation, cette modification affecte les contingents du trimestre en cours, ou les contingents du trimestre en cours et des trimestres à courir, ou les contingents des trimestres à courir de l'année caférière considérée.

3) En dehors de l'ajustement prévu au paragraphe 2) du présent Article le Conseil peut, s'il estime que la situation du marché l'exige, modifier le contingent d'exportation du trimestre en cours et des trimestres à courir de la même année caférière sans toutefois modifier les contingents annuels d'exportation.

4) Quand, en raison de circonstances exceptionnelles, un Membre exportateur estime que les limitations prévues au paragraphe 2) de l'Article 32 sont de nature à porter à son économie un préjudice grave, le Conseil peut, à la demande de ce Membre, prendre les mesures appropriées aux termes de l'Article 57. Le Membre intéressé doit faire la preuve du préjudice et fournir des garanties adéquates quant au maintien de la stabilité des prix. Toutefois, en aucun cas, le Conseil n'autorise un Membre à exporter plus de 35 pour cent de son contingent annuel d'exportation au cours du premier trimestre, plus de 65 pour cent au cours des deux premiers trimestres, et plus de 85 pour cent au cours des trois premiers trimestres de l'année caférière.

5) Tous les Membres reconnaissent que de fortes hausses ou baisses de prix se produisant au cours de brèves périodes peuvent fausser indûment les tendances profondes des prix, inquiéter gravement producteurs et consommateurs et compromettre la réalisation des objectifs de l'Accord. En conséquence, quand de telles fluctuations dans le niveau général des prix se produisent au cours de brèves périodes, les Membres peuvent demander que le Conseil se réunisse ; le Conseil peut alors, à la majorité répartie simple, ajuster le volume total des contingents trimestriels en vigueur.

6) Si le Conseil constate qu'une hausse ou baisse prononcée et anormale du niveau général des prix est due à une manipulation artificielle du marché du café, du fait d'ententes entre importateurs, entre exportateurs, ou entre les deux catégories, il décide à la majorité simple les mesures correctives à prendre pour rajuster le volume total des contingents trimestriels en vigueur.

Article 36

Procédure d'ajustement des contingents d'exportation

1) Sous réserve des dispositions des Articles 31 et 37, le Conseil fixe les contingents annuels et les ajuste en modifiant selon le même pourcentage le contingent de base de chaque Membre.

2) Les modifications générales apportées à tous les contingents trimestriels en vertu des paragraphes 2), 3), 5) et 6) de l'Article 35 s'appliquent, au prorata, aux contingents trimestriels de chaque pays, selon les règles arrêtées à cet effet par le Conseil ; ces règles tiennent compte des différents pourcentages de leur contingent annuel que les différents Membres ont exportés ou sont autorisés à exporter pendant chaque trimestre de l'année caférière.

3) Toutes les décisions du Conseil sur la fixation et l'ajustement des contingents annuels et trimestriels en vertu des Articles 30, 32, 33 et 35 sont prises, sauf disposition contraire, à la majorité répartie des deux tiers.

Article 37

Dispositions supplémentaires concernant l'ajustement des contingents d'exportation

1) Outre qu'il fixe, conformément à l'Article 30, les contingents annuels d'exportation en fonction du total prévu des importations et des exportations mondiales, le Conseil veille à ce que :

- a) l'approvisionnement soit tel que les consommateurs aient à leur disposition les types de café qu'ils demandent ;
- b) les prix des différents types de café soient équitables ; et
- c) de brusques variations de prix ne se produisent pas pendant de courtes périodes de temps.

2) Pour atteindre ces objectifs le Conseil peut, sous réserve des dispositions de l'Article 36, adopter un système permettant d'ajuster les contingents annuels et trimestriels en fonction du mouvement des prix des principaux types de café. Le Conseil fixe chaque année une

limite à la quantité, qui ne dépassera pas cinq pour cent, dont les contingents annuels pourront être réduits quel que soit le système adopté. Aux fins d'un pareil système, le Conseil peut fixer des écarts de prix et des marges de prix pour les différents types de café. À cet effet, le Conseil tient compte notamment des tendances des prix.

3) Les décisions que prend le Conseil en vertu des dispositions du paragraphe 2) du présent Article sont prises à la majorité répartie des deux tiers des voix.

Article 38

Respect du contingentement

1) Les Membres exportateurs astreints au contingentement prennent les mesures voulues pour assurer le respect absolu de toutes les dispositions de l'Accord qui concernent le contingentement. Outre celles qu'il pourrait être amené à prendre lui-même, le Conseil peut, à la majorité répartie des deux tiers, exiger de ces Membres qu'ils prennent des mesures complémentaires pour appliquer de façon effective le système de contingentement prévu par l'Accord.

2) Les Membres exportateurs ne dépassent pas les contingents d'exportation annuels et trimestriels qui leur sont attribués.

3) Si un Membre exportateur dépasse son contingent pendant un trimestre donné, le Conseil réduit un ou plusieurs des contingents suivants de ce Membre d'une quantité égale à 110 pour cent du dépassement.

4) Si un Membre exportateur dépasse une deuxième fois son contingent trimestriel pendant que l'Accord est en vigueur, le Conseil réduit un ou plusieurs des contingents suivants de ce Membre, du double du dépassement.

5) Si un Membre exportateur dépasse une troisième fois ou plus souvent encore son contingent trimestriel pendant que l'Accord est en vigueur, le Conseil applique la réduction prévue au paragraphe 4) du

présent Article et suspend à les droits de vote du Membre intéressé jusqu'à ce qu'il ait décidé s'il y a lieu d'appliquer la procédure prévue à l'Article 67 pour demander à ce Membre de quitter l'Organisation.

6) Conformément aux Règlements établis par le Conseil, les réductions de contingents prévues aux paragraphes 3), 4) et 5) du présent Article ainsi que les mesures supplémentaires prévues au paragraphe 5), sont appliquées par le Conseil dès qu'il est en possession des renseignements nécessaires.

Article 39

Expéditions en provenance de territoires dépendants

1) Dans le cas des territoires qui dépendent d'un Membre, et sous réserve des dispositions du paragraphe 2) du présent Article, le café expédié d'un de ces territoires vers la métropole ou vers une autre dépendance de cette métropole, à des fins de consommation intérieure soit dans la métropole soit dans une de ses autres dépendances, n'est ni considéré comme café d'exportation ni assujetti au contingentement des exportations, à condition que le Membre intéressé conclue à la satisfaction du Conseil des arrangements concernant le contrôle des réexportations et tous les autres problèmes qui, de l'avis du Conseil, touchent au fonctionnement de l'Accord et découlent des rapports particuliers existant entre le territoire métropolitain du Membre et ses dépendances.

2) Toutefois, le commerce du café entre un Membre et un de ses territoires dépendants qui, en vertu des Articles 4 ou 5, est un Membre distinct de l'Organisation ou est membre d'un groupe, est assimilé, aux fins de l'Accord, au commerce international du café.

Article 40

Exportations hors contingent

1) Pour favoriser l'accroissement de la consommation de café dans certaines régions du monde où la consommation par habitant est faible et pourrait considérablement augmenter, les exportations destinées aux pays dont la liste figure à l'Annexe B ne sont pas, sous réserve des dispositions du paragraphe 2) f) du présent Article, imputées sur les contingents. Le Conseil examine chaque année l'Annexe B pour déterminer s'il faut en supprimer, ou au contraire y ajouter, un ou plusieurs pays, et peut s'il en décide ainsi, prendre des mesures en conséquence.

2) Les dispositions figurant aux alinéas ci-après sont applicables aux exportations destinées aux pays dont la liste figure à l'Annexe B :

- a) Le Conseil arrête chaque année une prévision des importations destinées à la consommation intérieure des pays dont la liste figure à l'Annexe B, après avoir passé en revue les résultats obtenus l'année précédente dans ces pays en matière d'accroissement de la consommation de café et compte tenu du résultat probable des campagnes de propagande et des accords de commerce. Le Conseil peut réviser cette prévision au cours de l'année. Le total des exportations des Membres exportateurs à destination des pays dont la liste figure à l'Annexe B ne doit pas dépasser les prévisions établies par le Conseil et, à cet effet, l'Organisation tient les Membres au courant des exportations en cours à destination de ces pays. Trente jours au plus tard après la fin de chaque mois, les Membres exportateurs avisent l'Organisation de toutes les exportations effectuées au cours du mois à destination de chacun des pays dont la liste figure à l'Annexe B.

- b) Les Membres donnent tous les renseignements, statistiques ou autres, dont l'Organisation peut avoir besoin pour contrôler l'écoulement du café vers les pays dont la liste figure à l'Annexe B et s'assurer que ce café est consommé dans ces pays.
- c) Les Membres exportateurs s'efforceront de renégocier le plus tôt possible les accords commerciaux en vigueur, de façon à y insérer des dispositions visant à empêcher que du café destiné aux pays dont la liste figure à l'Annexe B ne soit réexporté vers des marchés traditionnels. Les Membres exportateurs inscriront également de telles dispositions dans tous les nouveaux accords commerciaux et dans tous les nouveaux contrats de vente indépendants des accords commerciaux, que ces contrats se négocient avec des commerçants privés ou avec des organismes d'Etat.
- d) Pour contrôler à tout moment les exportations destinées aux pays dont la liste figure à l'Annexe B, les Membres exportateurs marquent nettement sur tous les sacs destinés à ces pays les mots "Nouveau marché" et exigent les garanties nécessaires pour que ce café ne soit pas réexporté ou détourné vers des pays qui ne figurent pas à ladite Annexe. Le Conseil peut instituer à cet effet un règlement approprié. Tous les Membres, à l'exception de ceux qui figurent sur la liste de l'Annexe B, interdisent sans exception l'entrée de toute expédition de café reçue directement ou par voie détournée d'un pays figurant à l'Annexe B ; ou qui ferait apparaître soit sur les sacs proprement dits, soit sur les documents d'exportation, que ce café était à l'origine destiné à un pays dont la liste se trouve à l'Annexe B ; ou de toute expédition qui serait accompagnée d'un certificat indiquant comme destination un pays énuméré à l'Annexe B, ou portant la mention "Nouveau marché".

- e) Le Conseil rédige chaque année un rapport circonstancié sur les résultats obtenus quant au développement des marchés du café dans les pays dont la liste figure à l'Annexe B.
 - f) Si du café exporté par un Membre à destination d'un pays figurant à l'Annexe B est réexporté ou détourné vers un pays qui n'y figure pas, le Conseil impute sur le contingent du Membre exportateur la quantité réexportée et peut en outre, conformément aux règles qu'il aura établies, appliquer les dispositions du paragraphe 4) de l'Article 38. Si de telles réexportations se renouvellent à partir du même pays inscrit à l'Annexe B, le Conseil examine le cas et, s'il le juge nécessaire, il peut à tout moment rayer ce pays de l'Annexe.
- 3) Les exportations de café en grain comme matière première à transformer industriellement à des fins autres que la consommation humaine comme boisson ou comme aliment ne sont pas soumises au contingentement, à condition que le Membre exportateur prouve à la satisfaction du Conseil que ce café en grain aura effectivement cet usage.
- 4) Le Conseil peut, à la demande d'un Membre exportateur, décider que les exportations de café effectuées par ce Membre à des fins humanitaires ou non commerciales ne sont pas imputables sur son contingent.

Article 41

Conventions régionales ou interrégionales de prix

- 1) Les conventions régionales ou interrégionales que les Membres exportateurs concluent entre eux sur les prix doivent être compatibles avec les objectifs généraux de l'Accord ; elles sont déposées auprès du Conseil. Ces conventions doivent tenir compte des intérêts des producteurs et des consommateurs ainsi que des objectifs de l'Accord. Tout Membre de l'Organisation qui estime qu'une de ces conventions est

de nature à produire des résultats contraires aux objectifs de l'Accord peut demander au Conseil de l'examiner avec les Membres intéressés, à sa prochaine session.

2) En consultant les Membres et les organisations régionales auxquelles ils appartiendraient, le Conseil peut recommander, pour les diverses qualités et grades de café, une échelle d'écart de prix que les Membres s'efforcent de faire respecter par leur politique des prix.

3) Si de vives fluctuations de prix se produisent au cours de brèves périodes pour les qualités et grades de café pour lesquels une échelle d'écart de prix a été adoptée à la suite de recommandations faites en vertu du paragraphe 2) du présent Article, le Conseil peut recommander des mesures correctives appropriées.

Article 42

Etude des tendances du marché

Le Conseil suit constamment de près les tendances du marché du café, en vue de recommander une politique des prix en tenant compte des résultats obtenus grâce au mécanisme de l'Accord régissant le contingentement.

CHAPITRE VIII - CERTIFICATS D'ORIGINE ET DE REEXPORTATION

Article 43

Certificats d'origine et de réexportation

1) Tout café exporté par un Membre sur le territoire duquel il a été produit est accompagné d'un certificat d'origine établi conformément aux règlements établis par le Conseil et délivré par l'organisme qualifié que ce Membre a choisi et que l'Organisation a approuvé. Chaque Membre détermine le nombre d'exemplaires dont il a besoin et tous les originaux et les copies portent un numéro d'ordre. A moins que le

Conseil n'en décide autrement, l'original du certificat est joint aux documents d'exportation et ce Membre en envoie immédiatement copie à l'Organisation, sauf dans le cas des certificats originaux destinés à accompagner des expéditions de café vers des pays non membres, qui sont envoyés directement à l'Organisation par le Membre intéressé.

2) Tout café réexporté par un Membre est accompagné d'un certificat de réexportation valide, conforme aux règlements établis par le Conseil et délivré par un organisme qualifié choisi par ce Membre et approuvé par l'Organisation, attestant que ce café a été importé conformément aux dispositions de l'Accord. Chaque Membre détermine le nombre d'exemplaires dont il a besoin et chaque original et toutes les copies portent un numéro d'ordre. A moins que le Conseil n'en décide autrement, l'original du Certificat de réexportation est joint aux documents de réexpbortation et le Membre qui effectue la réexportation envoie immédiatement une copie à l'Organisation, sauf dans le cas des certificats de réexportation originaux délivrés pour accompagner des exportations de café à destination de pays non membres, qui sont envoyés directement à l'Organisation.

3) Chaque Membre communique à l'Organisation le nom de l'organisme gouvernemental ou non gouvernemental qu'il a désigné pour appliquer les dispositions et exercer les fonctions prévues aux paragraphes 1) et 2) du présent Article. L'Organisation approuve nommément les organismes non gouvernementaux désignés, après avoir eu la preuve, fournie par le Membre intéressé, qu'ils sont en mesure d'assumer, conformément aux règlements établis en vertu des dispositions du présent Accord, les responsabilités qui incombent au Membre, et qu'ils sont disposés à le faire. Le Conseil peut à tout moment déclarer, s'il y a lieu, qu'il ne peut plus accepter un organisme non gouvernemental particulier. Le Conseil prend, soit directement, soit par l'intermédiaire d'un

organisme mondial de réputation internationale, toutes les mesures nécessaires pour être à même d'obtenir à tout instant la preuve que les certificats d'origine et les certificats de réexportation sont délivrés et utilisés correctement, et de vérifier les quantités de café qui ont été exportées par chaque Membre.

4) Un organisme non gouvernemental approuvé comme service de certification selon les dispositions du paragraphe 3) du présent Article conserve les registres des certificats délivrés, ainsi que les pièces sur lesquelles est fondée leur délivrance, pendant une période de deux années au moins. Avant d'être approuvé comme service de certification selon les dispositions du paragraphe 3) du présent Article, un organisme non gouvernemental doit accepter de tenir lesdits registres à la disposition de l'Organisation aux fins d'inspection.

5) Les Membres interdisent l'entrée de toute expédition de café en provenance d'un autre Membre, que ce café soit importé directement ou par l'intermédiaire d'un pays non membre, si elle n'est pas accompagnée d'un certificat d'origine ou de réexportation valide, délivré conformément aux règlements établis par le Conseil.

6) De petites quantités de café, sous la forme que le Conseil pourra déterminer, ou le café destiné à être consommé à bord des navires, des avions ou de tous autres moyens de transport internationaux, ne sont pas soumises aux dispositions indiquées aux paragraphes 1) et 2) du présent Article.

CHAPITRE IX – CAFE TRANSFORMÉ

Article 44

Mesures relatives au café transformé

1) Aucun Membre n'applique des mesures gouvernementales ayant des effets sur ses exportations et réexportations de café vers un autre Membre si ces mesures, considérées dans leur ensemble à l'égard de cet

autre Membre, représentent un traitement discriminatoire en faveur du café transformé par rapport au café vert. En appliquant cette disposition, il conviendrait que les Membres tiennent dûment compte :

- a) de la situation particulière des marchés énumérés à l'Annexe B de l'Accord ;
 - b) du traitement différentiel appliqué dans un pays importateur Membre en matière d'importations ou de réexportations de café sous ses diverses formes ;
- 2) a) Si un Membre considère que les dispositions du paragraphe 1) du présent Article ne sont pas observées, il peut adresser au Directeur exécutif une plainte écrite, accompagnée d'un exposé détaillé des faits qui motivent son opinion et des mesures qu'il estime devoir être prises. Le Directeur exécutif informe aussitôt le Membre contre lequel la plainte a été déposée et lui demande de faire connaître son point de vue. Il exhorte les deux parties à trouver une solution satisfaisante pour l'une comme pour l'autre et fait un rapport détaillé au Conseil aussitôt que possible en indiquant les mesures que le Membre plaignant estime devoir être prises ainsi que le point de vue de l'autre partie ;
- b) Si une solution n'a pas été trouvée dans les 30 jours qui suivent la réception de la plainte par le Directeur exécutif, celui-ci établit, 40 jours au plus tard après la réception de ladite plainte, une commission d'arbitrage qui se compose de :
- i) une personne désignée par le Membre plaignant ;
 - ii) une personne désignée par le Membre contre lequel la plainte a été déposée ; et
 - iii) un président désigné d'un commun accord par les Membres intéressés ou, à défaut d'un tel accord, par les deux personnes mentionnées aux alinéas i) et ii) ;

- c) Si la commission n'est pas entièrement constituée dans les 45 jours qui suivent la réception de la plainte par le Directeur exécutif, les membres de la commission d'arbitrage qui restent à désigner sont nommés au cours des 10 jours suivants par le Président du Conseil, après consultation des Membres intéressés ;
 - d) Aucun membre de la commission d'arbitrage n'est fonctionnaire d'un gouvernement partie au litige ou n'a un intérêt quelconque à son règlement ;
 - e) Les membres intéressés facilitent les travaux de la commission et mettent à sa disposition tous les renseignements se rapportant au cas ;
 - f) Sur la base des renseignements dont elle dispose et dans les trois semaines qui suivent sa création, la commission d'arbitrage détermine s'il existe un traitement discriminatoire et, dans l'affirmative, dans quelle mesure ;
 - g) Les décisions de la commission sur toutes les questions, tant de fond que de procédure, sont prises le cas échéant par un vote à la majorité des voix ;
 - h) Le Directeur exécutif porte immédiatement à la connaissance des Membres intéressés et du Conseil les conclusions de la commission ;
 - i) Les dépenses occasionnées par la commission d'arbitrage sont imputées sur le budget administratif de l'Organisation.
- 3) a) Si on constate qu'il existe un traitement discriminatoire, le Membre intéressé dispose d'un délai de 30 jours après qu'il a eu connaissance des conclusions de la commission d'arbitrage pour redresser la situation conformément auxdites conclusions. Le Membre fait connaître au Conseil les mesures qu'il se propose de prendre ;
- b) Si, après cette période, le Membre plaignant considère que la situation n'a pas été redressée il peut, après en avoir informé le Conseil, prendre des contre-mesures qui n'iront pas au-delà de ce qui est nécessaire pour neutraliser le

traitement discriminatoire constaté par la commission d'arbitrage ; ces mesures cesseront d'être appliquées dès que le traitement discriminatoire aura lui-même cessé ;

c) Les Membres intéressés tiennent le Conseil au courant des mesures qu'ils se proposent de prendre.

4) Dans l'application des contre-mesures, les Membres s'engagent à tenir compte de la nécessité, pour les pays en voie de développement, d'appliquer des politiques visant à élargir les bases de leurs économies notamment par l'industrialisation et par l'exportation de produits manufacturés, et à prendre les mesures nécessaires pour s'assurer que les dispositions du présent Article sont équitablement appliquées à tous les Membres se trouvant dans la même situation.

5) Aucune des dispositions du présent Article ne peut être considérée comme empêchant un Membre de poser une question au Conseil en vertu du présent Article ou d'avoir recours à l'Article 58 ou à l'Article 59, pourvu qu'aucune action de ce genre ne puisse interrompre sans le consentement des Membres intéressés une procédure en cours qui aurait été engagée au titre du présent Article, ni empêcher une telle procédure d'être engagée à moins qu'une procédure entamée en vertu de l'Article 59 concernant la même question n'ait été achevée.

6) Tous les délais indiqués dans le présent Article peuvent être changés par accord entre les Membres intéressés.

CHAPITRE X - REGLEMENTATION DES IMPORTATIONS

Article 45

Réglementation des importations

1) Pour empêcher des pays exportateurs non membres d'augmenter leurs exportations au détriment des Membres, chaque Membre limite ses importations annuelles de café produit dans des pays exportateurs non membres à une quantité ne dépassant pas la moyenne de ses importations de café en provenance de ces pays pendant les années civiles 1960, 1961 et 1962.

2) Le Conseil peut, à la majorité répartie des deux tiers, suspendre ou modifier ces limitations quantitatives s'il estime que de telles mesures sont nécessaires pour permettre de réaliser les objectifs de l'Accord.

3) Le Conseil prépare des rapports annuels concernant les quantités de café produit dans un pays non membre dont l'importation est autorisée, ainsi que des rapports trimestriels concernant les importations de chaque Membre importateur effectuées conformément aux dispositions du paragraphe 1) du présent Article.

4) Les obligations définies aux paragraphes précédents s'entendent sans préjudice des obligations contraires, bilatérales ou multilatérales, que les Membres importateurs ont contractées à l'égard de pays non membres avant le 1 août 1962, à condition que tout Membre importateur qui a contracté ces obligations contraires s'en acquitte de manière à atténuer le plus possible le conflit qui les oppose aux obligations définies aux paragraphes précédents, qu'il prenne le plus tôt possible des mesures pour concilier ces obligations et les dispositions de ces paragraphes, et qu'il expose en détail au Conseil la nature de ces obligations et les mesures qu'il a prises pour atténuer le conflit ou le faire disparaître.

5) Si un Membre importateur ne se conforme pas aux dispositions du présent Article, le Conseil peut, à la majorité répartie des deux tiers, suspendre et son droit de voter au Conseil et son droit de voter pour lui ou de faire voter pour lui au Comité exécutif.

CHAPITRE XI – ACCROISSEMENT DE LA CONSOMMATION

Article 46

Propagande

1) Le Conseil patronne la propagande en faveur de la consommation du café. Pour atteindre son objectif, il peut maintenir un comité distinct

qui a pour objet de stimuler la consommation dans les pays importateurs par tous les moyens appropriés sans considération de l'origine, du type ou de l'appellation du café, et qui s'efforce d'améliorer cette boisson ou de lui conserver la plus grande pureté et la plus haute qualité possibles.

- 2) Les dispositions suivantes s'appliquent à ce comité :
 - a) Les frais entraînés par le programme de propagande sont couverts par les contributions des Membres exportateurs.
 - b) Les Membres importateurs peuvent aussi contribuer financièrement au programme de propagande.
 - c) La composition du comité est limitée aux Membres qui contribuent au programme de propagande.
 - d) L'ampleur du programme et les frais qu'il entraîne sont passés en revue par le Conseil.
 - e) Les statuts du Comité sont approuvés par le Conseil.
 - f) Avant d'entreprendre une campagne de propagande dans un pays, le Comité doit obtenir l'approbation du Membre intéressé.
 - g) Le Comité contrôle toutes les ressources de la propagande et apprécie tous les comptes s'y rapportant.
- 3) Les dépenses administratives courantes afférantes au personnel de l'Organisation directement employé dans les activités relatives à la propagande, à l'exception des frais de déplacement aux fins de propagande, sont imputées sur le budget administratif de l'Organisation.

Article 47

Élimination des obstacles

- 1) Les Membres reconnaissent qu'il est de la plus haute importance de réaliser dans les meilleurs délais le plus grand développement possible de la consommation du café, notamment par l'élimination progressive de tout obstacle qui pourrait entraver ce développement.

- 2) Les Membres reconnaissent que certaines mesures actuellement en vigueur pourraient, dans des proportions plus ou moins grandes, entraver l'augmentation de la consommation du café, en particulier :
- a) Certains régimes d'importation applicables au café, y compris les tarifs préférentiels ou autres, les contingents, les opérations des monopoles gouvernementaux ou des organismes officiels d'achat et autres règles administratives ou pratiques commerciales ;
 - b) Certains régimes d'exportation en ce qui concerne les subventions directes ou indirectes et autres règles administratives ou pratiques commerciales ; et
 - c) Certaines conditions intérieures de commercialisation et dispositions internes de caractère législatif et administratif qui pourraient affecter la consommation.
- 3) Tenant compte des objectifs mentionnés ci-dessus et des dispositions du paragraphe 4) du présent Article, les Membres s'efforcent de poursuivre la réduction des tarifs sur le café ou de prendre d'autres mesures pour éliminer les obstacles à l'augmentation de la consommation.
- 4) Tenant compte de leur intérêt commun et dans l'esprit de l'Annexe A.II.1 de l'Acte Final de la première Conférence des Nations Unies pour le Commerce et le Développement, les Membres s'engagent à rechercher les moyens par lesquels les obstacles au développement du commerce et de la consommation mentionnés au paragraphe 2) du présent Article pourraient être progressivement réduits et éventuellement, dans la mesure du possible, éliminés, ou par lesquels leurs effets pourraient être substantiellement diminués.
- 5) Les Membres informeront le Conseil des mesures qu'ils ont prises en vue de donner suite aux dispositions du présent Article.
- 6) Pour atteindre les objectifs visés dans le présent Article, le Conseil peut faire aux Membres toute recommandation utile. Il examinera les résultats obtenus lors de la Première Session qu'il tiendra au cours de l'année caférière 1969-70.

CHAPITRE XII - POLITIQUE ET
CONTROLE DE LA PRODUCTION

Article 48

Politique et contrôle de la production

- 1) Chaque Membre producteur s'engage à ajuster sa production de café de telle sorte qu'elle n'excède pas les quantités nécessaires pour la consommation intérieure, les exportations permises et la constitution des stocks prévue à l'Article 49.
- 2) Avant le 31 décembre 1968, chaque Membre exportateur soumettra au Comité exécutif l'objectif de production qu'il propose pour l'année caférière 1972-73, en se fondant sur les éléments exposés au paragraphe 1) du présent Article. À moins qu'il ne soit rejeté par le Comité exécutif à la majorité répartie simple avant la première session que le Conseil tiendra après le 31 décembre 1968, cet objectif de production sera considéré comme approuvé. Le Comité exécutif fera connaître au Conseil les objectifs de production qui auront été ainsi approuvés. Si l'objectif de production proposé par un Membre exportateur est rejeté par le Comité exécutif, celui-ci recommande un objectif de production pour ce Membre exportateur. À la première session qu'il tiendra après le 31 décembre 1968 et qui aura lieu au plus tard le 31 mars 1969, le Conseil fixera, à la majorité répartie des deux tiers et à la lumière des recommandations du Comité exécutif, des objectifs de production individuels pour les Membres exportateurs dont les objectifs proposés ont été rejetés par le Comité ou qui n'ont pas soumis de propositions concernant leurs objectifs de production.
- 3) Tant que son objectif de production n'a pas été approuvé par l'Organisation ou fixé par le Conseil conformément au paragraphe 2) du présent Article, un Membre exportateur ne bénéficie d'aucune majoration des quantités annuelles qu'il a le droit d'exporter sous contingent, telles qu'elles sont en vigueur au 1 avril 1969.

4) Le Conseil fixe les objectifs de production pour les Membres exportateurs adhérant à l'Accord et peut fixer des objectifs de production pour les Membres producteurs qui ne sont pas Membres exportateurs.

5) Le Conseil passe constamment en revue les objectifs de production fixés ou approuvés aux termes du présent Article et il les révise dans la mesure nécessaire pour que l'ensemble des objectifs individuels corresponde à la prévision des besoins mondiaux.

6) Les Membres s'engagent à se conformer aux objectifs de production individuels fixés ou approuvés aux termes du présent Article et chaque Membre producteur appliquera les politiques et procédures qu'il jugera nécessaires à cet effet. Les objectifs de production individuels fixés ou approuvés aux termes du présent Article ne représentent pas des chiffres minima que les Membres sont tenus d'atteindre de même qu'ils ne confèrent aucun droit à un volume déterminé d'exportations.

7) Les Membres producteurs soumettent à l'Organisation sous la forme et aux dates fixées par le Conseil, des rapports périodiques sur les mesures qu'ils ont prises pour contrôler la production et se conformer aux objectifs de production individuels qui ont été fixés ou approuvés pour eux aux termes du présent Article. Le Conseil évalue ces informations et toutes autres informations pertinentes, et il prend en conséquence les mesures de caractère général ou particulier qu'il juge nécessaires ou appropriées.

8) Si le Conseil constate qu'un Membre producteur ne prend pas les mesures appropriées pour observer les dispositions du présent Article, ce Membre ne bénéficiera d'aucune majoration ultérieure des quantités qu'il a le droit d'exporter annuellement sous contingent, et ses droits de vote pourront être suspendus en vertu du paragraphe 7) de l'Article 59 jusqu'à ce que le Conseil ait la preuve qu'il remplit ses obligations à l'égard du présent Article. Toutefois, si après une période supplémentaire déterminée par le Conseil, il est établi que le Membre intéressé n'a

toujours pas pris les mesures nécessaires à la mise en œuvre d'une politique conforme aux objectifs du présent Article, le Conseil peut exiger le retrait de ce Membre de l'Organisation aux termes de l'Article 67.

9) L'Organisation fournit aux Membres qui lui en font la demande et aux conditions qui peuvent être déterminées par le Conseil, toute l'assistance en son pouvoir, afin de réaliser les objectifs poursuivis dans le présent Article.

10) Les Membres importateurs s'engagent à collaborer avec les Membres exportateurs à l'exécution des plans que ceux-ci auront dressés pour ajuster leur production de café conformément au paragraphe 1) du présent Article. En particulier, les Membres importateurs doivent éviter d'apporter directement une aide financière ou technique, ou d'appuyer des propositions concernant une aide de cette nature présentées par un organisme international auquel ils pourraient appartenir, pour appliquer, en matière de production, des politiques qui seraient contraires aux objectifs du présent Article, que le pays bénéficiaire soit ou non Membre de l'Organisation internationale du Café. L'Organisation restera en liaison étroite avec les organismes internationaux intéressés afin de s'assurer de leur part la plus large coopération possible pour la mise en œuvre du présent Article.

11) Toutes les décisions prévues dans le présent Article sont prises à la majorité répartie des deux tiers des voix, sauf dans les cas spécifiés au paragraphe 2) de ce même Article.

CHAPITRE XIII – REGLEMENTATION DES STOCKS

Article 49

Politique des stocks

- 1) En vue de compléter les dispositions de l'Article 48, le Conseil peut arrêter, à la majorité répartie des deux tiers des voix, la politique à suivre à l'égard des stocks de café dans les pays producteurs Membres.
- 2) Le Conseil prend les mesures nécessaires pour vérifier chaque année, selon les procédures qu'il aura arrêtées, le volume des stocks de café que les Membres exportateurs détiennent individuellement. Les Membres intéressés facilitent cette enquête annuelle.
- 3) Les Membres producteurs s'assurent qu'il existe dans leurs pays respectifs les entrepôts nécessaires pour emmagasiner convenablement les stocks de café.

CHAPITRE XIV – OBLIGATIONS DIVERSES

Article 50

Collaboration avec la profession

- 1) L'Organisation reste en liaison étroite avec les organisations non gouvernementales appropriées s'occupant du commerce international du café et avec les experts en matière de café.
- 2) Les Membres règlent l'action qu'ils assurent dans le cadre de l'accord de manière à respecter les structures de la profession. Dans l'exercice de cette action, ils s'efforcent de tenir dûment compte des intérêts légitimes de la profession.

Article 51

Troc

Pour éviter de compromettre la structure générale des prix, les Membres s'abstiennent de procéder à des opérations de troc ayant un lien direct entre elles et comportant la vente de café sur les marchés traditionnels.

Article 52**Mélanges et succédanés**

- 1) Les Membres ne maintiennent en vigueur aucune réglementation qui exigerait que d'autres produits soient mélangés, traités ou utilisés avec du café, en vue de leur vente dans le commerce sous l'appellation de café. Les Membres s'efforcent d'interdire la publicité et la vente, sous le nom de café, de produits contenant moins de l'équivalent de 90 pour cent de café vert comme matière première de base.
- 2) Le Directeur exécutif soumet au Conseil un rapport annuel sur la manière dont sont observées les dispositions du présent Article.
- 3) Le Conseil peut recommander à un Membre de prendre les mesures nécessaires pour assurer le respect des dispositions du présent Article.

CHAPITRE XV - FINANCEMENT SAISONNIER**Article 53****Financement saisonnier**

- 1) À la demande de tout Membre qui serait également partie à un accord bilatéral, multilatéral, régional ou interrégional de financement saisonnier, le Conseil examine cet accord pour vérifier s'il est compatible avec les obligations de l'Accord.
- 2) Le Conseil peut faire des recommandations aux Membres en vue de résoudre tout conflit d'obligations qui pourrait se produire.
- 3) D'après les renseignements donnés par les Membres intéressés et s'il le juge opportun et souhaitable, le Conseil peut faire des recommandations générales pour aider les Membres qui ont besoin d'un financement saisonnier.

CHAPITRE XVI - FONDS DE DIVERSIFICATION

Article 54

Fonds de diversification

1) Par le présent Article, il est institué un Fonds de diversification de l'Organisation internationale du Café afin d'aider à la réalisation de l'objectif de l'Accord visant à limiter la production de café pour établir entre l'offre et la demande mondiales un équilibre judicieux. Ce Fonds sera régi par des statuts qui devront être approuvés par le Conseil le 31 décembre 1968 au plus tard.

2) La participation au Fonds est obligatoire pour chaque Partie Contractante qui n'est pas Membre importateur et qui a le droit d'exporter sous contingent plus de 100 000 sacs. Elle est facultative pour les Parties Contractantes auxquelles cette disposition ne s'applique pas. La participation de ces dernières sera déterminée, de même que les contributions provenant d'autres sources, par des conditions à convenir entre le Fonds et les parties intéressées.

3) Un Participant exportateur tenu de cotiser au Fonds y contribue par versements trimestriels, pour un montant équivalent à 0,60 \$EU par sac des quantités qu'il exporte effectivement, au-delà de 100 000 sacs, chaque année caférière vers les marchés soumis au contingentement. Les contributions sont versées pendant cinq années consécutives à partir de l'année caférière 1968-69. Le Fonds peut, à la majorité répartie des deux tiers, porter le taux de contribution à un dollar des Etats-Unis par sac au maximum. La contribution annuelle de chaque Participant exportateur est calculée initialement en fonction des quantités qu'il a le droit d'exporter sous contingent au 1 octobre de l'année pour laquelle la contribution est fixée. Ce chiffre initial est revisé en fonction des quantités de café que le Participant a effectivement exportées vers les marchés soumis au contingentement au cours de ladite année, et les ajustements qu'il est nécessaire d'apporter à la contribution sont effectués au cours de l'année caférière suivante. Le premier versement trimestriel de la contribution annuelle pour l'année caférière 1968-69 est exigible le 1 janvier 1969 et devra être effectué au plus tard le 28 février 1969.

4) La contribution de chaque Participant exportateur est utilisée pour exécuter sur son territoire des programmes ou des projets approuvés par le Fonds, mais de toute manière 20 pour cent de la contribution sont payables en monnaie librement convertible pour être utilisés dans n'importe quel programme ou projet approuvé par le Fonds. En outre, dans les limites qui seront précisées par les statuts, un certain pourcentage de la contribution est versé au Fonds, en monnaie librement convertible, à des fins d'administration.

5) Les pourcentages de la contribution payables en monnaie librement convertible selon qu'il est dit au paragraphe 4) du présent Article, peuvent être augmentés d'un commun accord entre le Fonds et le Participant exportateur intéressé.

6) Au début de la troisième année de fonctionnement du Fonds, le Conseil passera en revue les résultats obtenus au cours des deux premières années ; il pourra alors réviser, en vue de les améliorer, les dispositions du présent Article.

7) Les statuts du Fonds prévoient :

- a) la suspension des contributions par suite de changements déterminés du niveau des prix du café ;
- b) le versement au Fonds, en monnaie librement convertible, de toute partie de la contribution qui n'a pas été utilisée par le Participant intéressé ;
- c) les dispositions qui peuvent permettre de déléguer certaines fonctions et activités du Fonds à un ou plusieurs organismes financiers internationaux.

8) A moins que le Conseil n'en décide autrement, un Participant exportateur qui ne s'acquitte pas des obligations imposées par le présent Article voit son droit de voter au Conseil suspendu et ne peut bénéficier d'aucune augmentation des quantités qu'il a le droit d'exporter sous contingent. Le Participant exportateur qui ne s'est pas acquitté de ses obligations pendant une année ininterrompue cesse d'être Partie à

1. Accord quatre-vingt-dix jours après l'expiration de cette année, sauf autre décision du Conseil.

9) Les décisions du Conseil en vertu des dispositions du présent Article sont prises à la majorité répartie des deux tiers des voix.

CHAPITRE XVII – INFORMATION ET ÉTUDES

Article 55

Information

1) L'Organisation sert de centre pour rassembler, échanger et publier :

- a) Des renseignements statistiques sur la production, les prix, les exportations et importations, la distribution et la consommation du café dans le monde ; et
- b) Dans la mesure où elle le juge approprié, des renseignements techniques sur la culture, le traitement et l'utilisation du café.

2) Le Conseil peut demander aux Membres de lui donner, en matière de café, les renseignements qu'il juge nécessaires à son activité, notamment des rapports statistiques périodiques sur la production, l'exportation et l'importation, la distribution, la consommation, les stocks et l'imposition, mais il ne rend public aucun renseignement qui permettrait d'identifier les opérations d'individus ou de firmes qui produisent, traitent ou écoulent du café. Les Membres communiquent sous une forme aussi détaillée et précise que possible les renseignements demandés.

3) Si un Membre ne donne pas ou a peine à donner dans un délai normal les renseignements, statistiques ou autres, dont le Conseil a besoin pour la bonne marche de l'Organisation, le Conseil peut exiger du Membre en question qu'il explique les raisons de ce manquement. S'il constate qu'il faut à cet égard une aide technique, le Conseil peut prendre les mesures nécessaires.

Article 56**Etudes**

1) Le Conseil peut favoriser des études sur : les conditions économiques de la production et de la distribution du café ; l'incidence des mesures prises par le gouvernement, dans les pays producteurs et dans les pays consommateurs, sur la production et la consommation du café ; la possibilité d'accroître la consommation du café, dans ses usages traditionnels et éventuellement par de nouveaux usages ; les effets de l'application de l'Accord sur les pays producteurs et consommateurs de café, en ce qui concerne notamment leurs termes de l'échange.

2) L'Organisation peut étudier la possibilité d'établir des normes minimales pour les exportations de café des Membres producteurs. Le Conseil peut examiner des recommandations à cet effet.

CHAPITRE XVIII - DISPENSES**Article 57****Dispenses**

1) Le Conseil peut, à la majorité répartie des deux tiers, dispenser un Membre d'une obligation en raison de circonstances exceptionnelles ou critiques, d'un cas de force majeure, de dispositions constitutionnelles, ou d'obligations internationales résultant de la Charte des Nations Unies touchant des territoires administrés sous le régime de tutelle.

2) Lorsqu'il accorde une dispense à un Membre, le Conseil indique explicitement sous quelles modalités, à quelles conditions et pour combien de temps le Membre est dispensé de cette obligation.

3) Le Conseil ne prend pas en considération une demande de dispense des obligations relatives aux contingents fondée sur l'existence dans un pays Membre, au cours d'une ou plusieurs années, d'une production exportable dépassant les exportations permises de ce Membre, ou provenant de ce que le Membre en question n'a pas observé les dispositions des Articles 48 et 49.

CHAPITRE XIX - CONSULTATIONS, DIFFERENDS ET RECLAMATIONS

Article 58

Consultations

Chaque Membre accueille favorablement les observations qui peuvent être présentées par un autre Membre sur toute question relative à l'Accord et accepte toute consultation y ayant trait. Au cours de consultations de ce genre, à la demande de l'une des parties et avec l'assentiment de l'autre, le Directeur exécutif institue une commission indépendante qui offre ses bons offices en vue de parvenir à une conciliation. Les dépenses de la Commission ne sont pas à la charge de l'Organisation. Si l'une des parties n'accepte pas que le Directeur exécutif institue une commission ou si la consultation ne conduit pas à une solution, la question peut être soumise au Conseil conformément à l'Article 59. Si la consultation aboutit à une solution, un rapport est présenté au Directeur exécutif qui le distribue à tous les Membres.

Article 59

Différends et réclamations

- 1) Tout différend relatif à l'interprétation ou à l'application du présent Accord qui n'est pas réglé par voie de négociation est, à la demande de tout Membre partie au différend, déféré au Conseil pour décision.
- 2) Quand un différend est déféré au Conseil en vertu du paragraphe 1) du présent Article, la majorité des Membres, ou plusieurs Membres qui détiennent ensemble au moins le tiers du total des voix, peuvent demander au Conseil de solliciter, après discussion de l'affaire et avant de faire connaître sa décision, l'opinion de la commission consultative, mentionnée au paragraphe 3) du présent Article, sur les questions en litige.

3) a) Sauf décision contraire prise à l'unanimité par le Conseil, cette commission est composée de :

- i) Deux personnes désignées par les Membres exportateurs, dont l'une a une grande expérience des questions du genre de celle qui est en litige et l'autre a de l'autorité et de l'expérience en matière juridique ;
 - ii) Deux personnes désignées par les Membres importateurs selon les mêmes critères ;
 - iii) Un président choisi à l'unanimité par les quatre personnes nommées en vertu des alinéas i) et ii) ou, en cas de désaccord, par le Président du Conseil.
- b) Les ressortissants des pays qui sont Parties au présent Accord peuvent siéger à la commission consultative.
- c) Les membres de la commission consultative agissent à titre personnel et sans recevoir d'instructions d'aucun gouvernement.
- d) Les dépenses de la commission consultative sont à la charge de l'Organisation.

4) L'opinion motivée de la commission consultative est soumise au Conseil, qui tranche le différend après avoir pris en considération toutes les données pertinentes.

5) Quand un Membre se plaint qu'un autre membre n'a pas rempli les obligations que lui impose l'Accord, cette plainte est, à la requête du plaignant, déférée au Conseil, qui décide.

6) Un Membre ne peut être reconnu coupable d'une infraction au présent Accord que par un vote à la majorité répartie simple. Toute constatation d'une infraction à l'Accord de la part d'un Membre doit spécifier la nature de l'infraction.

7) Si le Conseil constate qu'un Membre a commis une infraction au présent Accord, il peut, sans préjudice des autres mesures coercitives prévues à d'autres Articles de l'Accord et par un vote à la majorité répartie des deux tiers, suspendre le droit que ce Membre a de voter au Conseil et le droit qu'il a de voter pour lui ou de faire voter pour lui au Comité exécutif, jusqu'au moment où il se sera acquitté de ses obligations, ou exiger son départ au titre de l'Article 67.

8) Un Membre peut demander un avis préalable au Comité exécutif en cas de différend ou de réclamation avant que la question ne soit discutée par le Conseil.

CHAPITRE XX – DISPOSITIONS FINALES

Article 60

Signature

L'Accord sera, jusqu'au 31 mars 1968 inclusivement, ouvert, au siège des Nations Unies, à la signature de tout gouvernement qui est Partie Contractante à l'Accord international de 1962 sur le café.

Article 61

Ratification

L'Accord est soumis à l'approbation, la ratification ou l'acceptation des gouvernements signataires ou de toute autre Partie Contractante à l'Accord international de 1962 sur le Café, conformément à leur procédure constitutionnelle. Sauf dans le cas prévu au paragraphe 2 de l'Article 62, les instruments d'approbation, de ratification ou d'acceptation seront déposés auprès du Secrétaire Général des Nations Unies au plus tard le 30 septembre 1968.

Article 62

Entrée en vigueur

1) L'Accord entrera définitivement en vigueur le 1 octobre 1968 entre les gouvernements qui auront déposé leurs instruments d'approbation, de ratification ou d'acceptation si, à cette date, ces gouvernements représentent au moins vingt Membres exportateurs ayant au minimum 80 pour cent des voix des Membres exportateurs, et au moins 10 Membres importateurs ayant au minimum 80 pour cent des voix des Membres importateurs. Les voix à cette fin seront réparties de la manière indiquée à l'Annexe C. D'autre part, l'Accord entrera aussi définitivement en vigueur à n'importe quel moment où, tandis qu'il est provisoirement en vigueur, les conditions énoncées plus haut dans le présent paragraphe auront été remplies. L'Accord entrera définitivement en vigueur pour tout gouvernement qui déposera un instrument d'approbation, de ratification, d'acceptation ou d'adhésion après l'entrée en vigueur définitive de l'Accord pour d'autres gouvernements, à la date du dépôt de cet instrument.

2) L'Accord pourra entrer provisoirement en vigueur le 1 octobre 1968. À cette fin, si un gouvernement signataire ou toute autre Partie Contractante à l'Accord international de 1962 sur le Café notifie au Secrétaire général des Nations Unies, au plus tard le 30 septembre 1968, qu'il s'engage à appliquer provisoirement les dispositions de l'Accord et à chercher à obtenir, aussi rapidement que le permet sa procédure constitutionnelle, l'approbation, la ratification ou l'acceptation de l'Accord, cette notification est considérée comme de même effet qu'un instrument d'approbation, de ratification ou d'acceptation. Un gouvernement qui s'engage à appliquer provisoirement les dispositions de l'Accord sera autorisé à déposer un instrument d'approbation, de ratification ou d'acceptation et sera provisoirement considéré comme Partie à l'Accord, jusqu'à celle des deux dates qui sera la plus proche : celle du dépôt de son instrument d'approbation, de ratification ou d'acceptation ou le 31 décembre 1968 inclusivement.

3) Si l'Accord n'est pas entré en vigueur définitivement ou provisoirement le 1 octobre 1968, les gouvernements qui ont déposé des instruments d'approbation, de ratification ou d'acceptation ou qui ont notifié qu'ils s'engagent à appliquer provisoirement les dispositions de l'Accord et à chercher à obtenir l'approbation, la ratification ou l'acceptation peuvent, immédiatement après cette date, se consulter pour envisager les mesures à prendre et décider d'un commun accord qu'il entrera en vigueur entre eux. De même, si l'Accord est entré en vigueur provisoirement mais non définitivement, le 31 décembre 1968, les gouvernements qui ont déposé des instruments d'approbation, de ratification, d'acceptation ou d'adhésion pourront se consulter pour envisager les mesures à prendre et décider, d'un commun accord, qu'il continuera à rester provisoirement en vigueur ou qu'il entrera définitivement en vigueur entre eux.

Article 63

Adhésion

1) Le gouvernement de tout Etat Membre des Nations Unies ou membre d'une des institutions spécialisées peut adhérer au présent Accord aux conditions que fixe le Conseil. S'il s'agit d'un pays exportateur et si ce pays ne figure pas à l'Annexe A, le Conseil, en fixant ces conditions, indique les dispositions relatives aux contingents qui lui seront appliquées. Si ce pays figure à l'Annexe A, les dispositions relatives aux contingents stipulées pour lui dans ladite Annexe lui sont appliquées, à moins que le Conseil n'en décide autrement à la majorité répartie des deux tiers des voix. Au plus tard le 31 mars 1969 ou toute autre date que le Conseil pourra déterminer, un Membre importateur Partie à l'Accord international de 1962 sur le Café pourra adhérer à l'Accord aux mêmes conditions que celles auxquelles il aurait approuvé, ratifié ou accepté l'Accord et, s'il applique provisoirement les dispositions de l'Accord, il sera provisoirement considéré comme Partie à celui-ci jusqu'à celle des deux dates qui sera la plus proche : celle du dépôt de son instrument d'adhésion ou la date susmentionnée inclusivement.

2) Chaque gouvernement qui dépose un instrument d'adhésion indique, au moment du dépôt, s'il entre dans l'Organisation comme Membre exportateur ou comme Membre importateur, selon les définitions données aux paragraphes 7) et 8) de l'Article 2.

Article 64

Réserve

Aucune des dispositions de l'Accord ne peut être l'objet de réserves.

Article 65

Notifications relatives aux territoires dépendants

1) Tout gouvernement peut, au moment de sa signature ou du dépôt de son instrument d'approbation, de ratification, d'acceptation ou d'adhésion, ou à tout moment par la suite, notifier au Secrétaire général des Nations Unies que l'Accord s'applique à tel ou tel des territoires dont il assure la représentation internationale ; dès réception de cette notification, l'Accord s'applique aux territoires qui y sont mentionnés.

2) Toute Partie Contractante qui désire exercer à l'égard de tel ou tel de ses territoires dépendants le droit que lui donne l'Article 4, ou qui désire autoriser un de ses territoires dépendants à faire partie d'un groupe Membre constitué en vertu de l'Article 5 ou de l'Article 6, peut le faire en adressant au Secrétaire général des Nations Unies, soit au moment du dépôt de son instrument d'approbation, de ratification, d'acceptation ou d'adhésion, soit à tout moment par la suite, une notification en ce sens.

3) Toute Partie Contractante qui a fait la déclaration prévue au paragraphe 1) du présent Article peut par la suite notifier à tout moment au Secrétaire général des Nations Unies que l'Accord cesse de s'appliquer à tel ou tel territoire qu'il indique ; dès réception de cette notification, l'Accord cesse de s'appliquer à ce territoire.

4) Le gouvernement d'un territoire auquel l'Accord s'appliquait en vertu du paragraphe 1) du présent Article, et qui est par la suite devenu indépendant peut, dans les quatre-vingt-dix jours de son accession à l'indépendance, notifier au Secrétaire général des Nations Unies qu'il a assumé les droits et les obligations d'une Partie Contractante à l'Accord. Dès réception de cette notification, il devient Partie à l'Accord.

Article 66

Retrait volontaire

Toute Partie Contractante peut à tout moment se retirer de l'Accord en notifiant par écrit son retrait au Secrétaire général des Nations Unies. Le retrait prend effet quatre-vingt-dix jours après réception de la notification.

Article 67

Retrait forcé

Si le Conseil constate qu'un Membre ne s'est pas acquitté des obligations que lui impose l'Accord, et que ce manquement entrave sérieusement le fonctionnement de l'Accord, il peut, à la majorité répartie des deux tiers, exiger que ce Membre se retire de l'Organisation. Le Conseil notifie immédiatement cette décision au Secrétaire général des Nations Unies. Quatre-vingt dix jours après la décision du Conseil, ce Membre cesse d'appartenir à l'Organisation et, si ce Membre est Partie Contractante, d'être Partie à l'Accord.

Article 68

Liquidation des comptes en cas de retrait

1) En cas de retrait d'un Membre, le Conseil liquide ses comptes s'il y a lieu. L'Organisation conserve les sommes déjà versées par ce Membre, qui est d'autre part tenu de régler toute somme qu'il lui doit à

la date effective de son retrait ; toutefois, s'il s'agit d'une Partie Contractante qui ne peut pas accepter un amendement et qui de ce fait, en vertu du paragraphe 2) de l'Article 70, quitte l'Organisation ou cesse de participer à l'Accord, le Conseil peut liquider les comptes de la manière qui lui semble équitable.

2) Un Membre qui a quitté l'Organisation ou a cessé de participer à l'Accord n'a droit à aucune part du produit de la liquidation ou des autres avoirs de l'Organisation au moment de l'expiration ou de la résiliation de l'Accord en vertu de l'Article 69.

Article 69

Durée et expiration ou résiliation

1) L'Accord reste en vigueur jusqu'au 30 septembre 1973, à moins qu'il ne soit prorogé aux termes du paragraphe 2) du présent Article ou résilié aux termes du paragraphe 3).

2) Après le 30 septembre 1972, le Conseil peut, s'il en décide ainsi à la majorité des Membres mais au moins à la majorité répartie des deux tiers des voix, soit négocier un nouvel Accord soit proroger l'Accord, avec ou sans modification, pour le temps qu'il détermine.

Si une Partie Contractante, ou un territoire dépendant qui est Membre ou fait partie d'un groupe Membre, n'a pas notifié ou fait notifier son acceptation du nouvel Accord ou de l'Accord prorogé à la date où celui-ci entre en vigueur, cette Partie Contractante ou ce territoire dépendant cesse à cette date d'être Partie à l'Accord.

3) Le Conseil peut à tout moment, s'il en décide ainsi à la majorité des Membres, mais au moins à la majorité répartie des deux tiers des voix, décider de résilier l'Accord. Cette résiliation prend effet à dater du moment que le Conseil décide.

4) Nonobstant la résiliation de l'Accord, le Conseil continue à exister aussi longtemps qu'il le faut pour liquider l'Organisation, apurer ses comptes et disposer de ses avoirs ; il a, pendant cette période, les pouvoirs et fonctions qui peuvent lui être nécessaires à cet effet.

Article 70

Amendements

1) Le Conseil peut, par décision prise à la majorité répartie des deux tiers, recommander aux Membres un amendement à l'Accord. Cet amendement prend effet cent jours après que des Parties Contractantes qui représentent au moins 75 pour cent des Membres exportateurs détenant au moins 85 pour cent des voix des Membres exportateurs, et des Parties Contractantes qui représentent au moins 75 pour cent des Membres importateurs détenant au moins 80 pour cent des voix des Membres importateurs, ont fait parvenir leur acceptation au Secrétaire général des Nations Unies. Le Conseil peut impartir aux Parties Contractantes un délai pour adresser cette notification au Secrétaire général des Nations Unies ; si l'amendement n'a pas pris effet à l'expiration de ce délai, il est considéré comme retiré. Le Conseil fournit au Secrétaire général les renseignements dont il a besoin pour déterminer si l'amendement a pris effet.

2) Si une Partie Contractante, ou un territoire dépendant qui est Membre ou fait partie d'un groupe Membre, n'a pas notifié ou fait notifier son acceptation d'un amendement à la date où celui-ci prend effet, cette Partie Contractante ou ce territoire dépendant cesse à cette date d'être Partie à l'Accord.

Article 71

Notification par les soins du Secrétaire général des Nations Unies

Le Secrétaire général des Nations Unies notifie à toutes les Parties Contractantes à l'Accord international de 1962 sur le Café et à tous les autres Etats Membres des Nations Unies ou d'une des institutions spécialisées chaque dépôt d'un instrument d'approbation, de ratification, d'acceptation ou d'adhésion, ainsi que les dates où l'Accord entre en vigueur provisoirement ou définitivement. Le Secrétaire général des Nations Unies informe également toutes les Parties Contractantes de chaque notification faite en vertu des Articles 5, 62 paragraphe 2),

65, 66 ou 67, de la date à laquelle l'Accord est prorogé ou prend fin en vertu de l'Article 69, et de la date où un amendement prend effet en vertu de l'Article 70.

Article 72

Dispositions supplémentaires et transitoires

- 1) Le présent Accord est considéré comme une continuation de l'Accord international de 1962 sur le Café.
- 2) Afin de faciliter l'application ininterrompue de l'Accord de 1962 :
 - a) Toutes les mesures prises en vertu de l'Accord de 1962, soit directement par l'Organisation ou l'un de ses organes, soit en leur nom, qui sont en vigueur au 30 septembre 1968 et dont il n'est pas spécifié que leur effet expire à cette date restent en vigueur, à moins qu'elles ne soient modifiées par les dispositions du présent Accord ;
 - b) Toutes les décisions que le Conseil devra prendre au cours de l'année caférière 1967-68 en vue de leur application au cours de l'année caférière 1968-69 seront prises pendant la dernière session ordinaire du Conseil qui se tiendra au cours de l'année caférière 1967-68 ; elles seront appliquées à titre provisoire comme si le présent Accord était déjà entré en vigueur.

EN FOI DE QUOI les soussignés, dûment autorisés à cet effet par leur gouvernement, ont signé le présent Accord aux dates qui figurent en regard de leur signature.

Les textes du présent Accord en anglais, espagnol, français, portugais et russe, font tous également foi. Les originaux sont déposés aux archives des Nations Unies, et le Secrétaire général des Nations Unies en adresse copie certifiée conforme à chaque gouvernement signataire ou adhérent.

ANNEXE A

Contingents d'exportation de base 1/
(en milliers de sacs de 60 kg)

| | |
|--|--------|
| Brésil | 20 926 |
| Burundi 2/ | 233 |
| Cameroun | 1 000 |
| Colombie | 7 000 |
| Congo (République démocratique) 2/ | 1 000 |
| Costa Rica | 1 100 |
| Côte d'Ivoire | 3 073 |
| El Salvador | 1 900 |
| Équateur | 750 |
| Ethiopie | 1 494 |
| Guatemala | 1 800 |
| Guinée (contingent d'exportation de base à établir par le Conseil) | |
| Haïti | 490 |
| Honduras | 425 |
| Inde | 423 |
| Indonésie | 1 357 |
| Kenya | 860 |
| Madagascar | 910 |
| Mexique | 1 760 |
| Nicaragua | 550 |
| Ouganda | 2 379 |
| Pérou | 740 |
| Portugal | 2 776 |
| République Centrafricaine | 200 |
| République Dominicaine | 520 |
| Rwanda 2/ | 150 |
| Tanzanie | 700 |
| Togo | 200 |
| Venezuela 2/ | 325 |
| Total | 55 041 |

1/ Conformément aux dispositions de l'Article 31, 1), les pays exportateurs enumérés ci-après n'ont pas de contingent de base. Ils recevront pour l'année cafelière 1968-69, les contingents d'exportation suivants : Bolivie, 50 000 sacs ; Congo (Brazzaville), 25 000 sacs ; Cuba, 50 000 sacs ; Dahomey, 33 000 sacs ; Gabon, 25 000 sacs ; Ghana, 51 000 sacs ; Jamaïque, 25 000 sacs ; Libéria, 60 000 sacs ; Nigéria, 52 000 sacs ; Panama, 25 000 sacs ; Paraguay, 70 000 sacs ; Sierra Leone, 82 000 sacs ; Trinidad et Tobago, 69 000 sacs.

2/ Après que le Burundi, le Congo (République démocratique), Cuba, le Rwanda et le Venezuela, auront fourni au Comité exécutif une preuve valable de ce que leur production exportable dépasse respectivement 233 000 ; 1 000 000 ; 50 000 ; 150 000 et 325 000 sacs, chacun d'eux aura le droit d'exporter annuellement sous contingent des quantités ne dépassant pas celles qu'il serait autorisé à exporter si son contingent de base était de 350 000 ; 1 300 000 ; 200 000 ; 260 000 et 475 000 sacs respectivement. Toutefois, aux fins de la répartition des voix, il ne sera en aucun cas tenu compte des augmentations octroyées à ces pays.

ANNEXE B

Destinataires éventuels des exportations hors contingent
visées à l'Article 40, Chapitre VII

Aux fins du présent Accord, les pays dont la liste suit sont ceux qui peuvent recevoir des exportations hors contingent.

Arabie Saoudite
Bahrain
Botswana
Ceylan
Chine (Taiwan)
Chine Continentale
Corée du Nord
Hongrie
Irak
Iran
Japon
Kowelt
Lesotho
Malawi
Mascate et Oman
Oman sous régime de traité
Pologne
Qatar
République de Corée
République sud-africaine
Rhodésie du Sud
Roumanie
Somalie
Souaziland
Soudan
Sud-Ouest africain
Thaïlande
Union des Républiques socialistes soviétiques
Zambie

Note : Les noms abrégés donnés ci-dessus n'ont qu'une valeur purement géographique et n'impliquent aucune prise de position politique.

REPARTITION DES VOIX

ANNEXE C

| PAYS | EXPORTATEURS | IMPORTATEURS |
|---------------------------------|--------------|--------------|
| Argentine | - | 16 |
| Australie | - | 9 |
| Autriche | - | 11 |
| Belgique * | - | 28 |
| Bolivie | 4 | - |
| Brésil | 332 | - |
| Burundi | 8 | - |
| Canada | - | 32 |
| Chypre | - | 5 |
| Colombie | 114 | - |
| Congo (République démocratique) | 20 | - |
| Costa Rica | 21 | - |
| Cuba | 4 | - |
| Danemark | - | 23 |
| El Salvador | 34 | - |
| Equateur | 16 | - |
| Espagne | - | 21 |
| Etats-Unis d'Amérique | - | 400 |
| Ethiopie | 27 | - |
| Finlande | - | 21 |
| France | - | 84 |
| Ghana | 4 | - |
| Guatemala | 32 | - |
| Guinée | 4 | - |
| Haiti | 12 | - |
| Honduras | 11 | - |
| Inde | 11 | - |
| Indonésie | 25 | - |
| Israël | - | 7 |
| Italie | - | 47 |
| Jamaïque | 4 | - |
| Japon | - | 18 |
| Kenya | 17 | - |
| Liberia | 4 | - |
| Mexique | 32 | - |
| Nicaragua | 13 | - |
| Nigéria | 4 | - |
| Norvège | - | 16 |
| Nouvelle-Zélande | - | 6 |
| OACCAF | (48) 1/ | - |
| OALCAF | (4) | - |
| Cameroun | 15 | - |
| Congo (Brazzaville) | 1 | - |
| Côte d'Ivoire | 47 | - |
| Dahomey | 1 | - |
| Gabon | 1 | - |
| Madagascar | 13 | - |
| République Centrafricaine | 3 | - |
| Togo | 3 | - |
| Uganda | 41 | - |
| Panama | 4 | - |
| Pays-Bas | - | 35 |
| Pérou | 16 | - |
| Portugal | 48 | - |
| République fédérale d'Allemagne | - | 101 |
| République Dominicaine | 12 | - |
| Royaume-Uni | - | 32 |
| Rwanda | 6 | - |
| Sierra Leone | 4 | - |
| Sûde | - | 38 |
| Suisse | - | 19 |
| Tanzanie | 15 | - |
| Tchécoslovaquie | - | 9 |
| Trinidad et Tobago | 4 | - |
| Tunisie | - | 6 |
| U.R.S.S. | - | 16 |
| Venezuela | 9 | - |
| TOTAL | 996 | 1 000 |

* Y compris le Luxembourg

1/ Voix du chiffre de base ne pouvant être attribuées aux Parties Contractantes individuelles conformément aux dispositions de l'Article 5, 4) b)

**CONVÊNIO INTERNACIONAL DO CAFÉ
DE 1968**



NAÇÕES UNIDAS

1968

CONVÊNIO INTERNACIONAL DO CAFÉ DE 1968

Preâmbulo

Os Governos signatários dêste Convênio,

Reconhecendo a excepcional importância do café para as economias de muitos países que dependem consideravelmente dêste produto para as suas receitas de exportação e, consequentemente, para a continuação dos seus programas de desenvolvimento econômico e social;

Considerando que uma estreita cooperação internacional na comercialização do café estimulará a diversificação econômica e o desenvolvimento dos países produtores de café, contribuindo assim para o fortalecimento dos vínculos políticos e econômicos entre produtores e consumidores;

Tendo motivos para temer tendência a constante desequilíbrio entre a produção e o consumo, à acumulação de onerosos estoques e a acentuadas flutuações de preços, o que pode ser prejudicial tanto a produtores como a consumidores;

Convencidos de que, na falta de medidas internacionais, esta situação não pode ser corrigida pelas forças normais do mercado; e

Tendo em conta a renegociação do Convênio Internacional do Café de 1962, efetuada pelo Conselho Internacional do Café,

Acordam no seguinte:

CAPÍTULO I - OBJETIVOS

Artigo 1

Objetivos

Os objetivos do Convênio são:

- (1) alcançar um equilíbrio razoável entre a oferta e a procura de café, embases que assegurem fornecimentos adequados aos consumidores

e mercados para o café, a preços eqüitativos, aos produtores, e que resultem, a longo prazo, no equilíbrio entre a produção e o consumo;

(2) minorar as sérias dificuldades causadas por onerosos excessivos e excessivas flutuações dos preços de café, prejudiciais tanto a produtores como a consumidores;

(3) contribuir para o desenvolvimento dos recursos produtivos e para elevar e manter os níveis de emprêgo e de renda nos países Membros, estimulando, desse modo, a obtenção de salários justos, padrões de vida mais elevados e melhores condições de trabalho;

(4) ajudar a elevar o poder aquisitivo dos países produtores de café pela manutenção dos preços em níveis eqüitativos e pelo incremento do consumo;

(5) estimular o consumo do café por todos os meios possíveis; e

(6) em geral, reconhecendo a relação entre o comércio do café e a estabilidade econômica dos mercados de produtos industriais, incentivar a cooperação internacional com respeito aos problemas mundiais do café.

CAPÍTULO II - DEFINIÇÕES

Artigo 2

Definições

Para os fins do Convênio:

(1) "Café" significa o grão e a cereja do cafeeiro, seja em pergaminho, verde ou torrado, e inclui o café moído, o descafeinado, o líquido e o solúvel. Estes termos têm o seguinte significado:

- (a) "café verde" significa todo café na forma de grão descascado antes de ser torrado;
- (b) "café em cereja" significa o fruto completo do cafeeiro; obtém-se o equivalente do café em cereja em café verde multiplicando o peso líquido da cereja seca do café por 0,50;

- (c) "café em pergaminho" significa o grão do café verde envolvido pelo pergaminho; obtém-se o equivalente do café em pergaminho em café verde multiplicando o peso líquido do café em pergaminho por 0,80;
- (d) "café torrado" significa o café verde torrado em qualquer grau e inclui o café moído; obtém-se o equivalente do café torrado em café verde multiplicando o peso líquido do café torrado por 1,19;
- (e) "café descafeinado" significa o café verde, torrado ou solúvel do qual se tenha extraído a cafeína; obtém-se o equivalente do café descafeinado em café verde multiplicando o peso líquido do café verde, torrado, ou solúvel descafeinado, respectivamente, por 1,00, 1,19 ou 3,00;
- (f) "café líquido" significa as partículas solúveis em água, obtidas do café torrado e apresentadas sob forma líquida; obtém-se o equivalente do café líquido em café verde multiplicando o peso líquido das partículas desidratadas, contidas no café líquido, por 3,00;
- (g) "café solúvel" significa as partículas desidratadas, solúveis em água, obtidas do café torrado; obtém-se o equivalente do café solúvel em café verde multiplicando o peso líquido do café solúvel por 3,00.

(2) "Saca" significa 60 quilos, ou 132,276 libras, de café verde; "tonelada" significa uma tonelada métrica de 1.000 quilogramas, ou 2.204,6 libras; e "libra" significa 453,597 gramas.

(3) "Ano cafeeiro" significa o período de um ano, de 1º de outubro a 30 de setembro.

(4) "Exportação de café" significa, excetuado o disposto no Artigo 39, qualquer partida de café que deixe o território do país em que esse café foi produzido.

(5) "Organização", "Conselho" e "Junta" significam, respectivamente, a Organização Internacional do Café, o Conselho Internacional do Café e a Junta Executiva, mencionados no Artigo 7 do Convênio.

(6) "Membro" significa uma Parte Contratante, um território dependente ou territórios com respeito aos quais se tenha feito declaração de participação separada, de acordo com o Artigo 4; ou duas ou mais Partes Contratantes ou territórios dependentes, ou ambos, que participem da Organização como Grupo-Membro, de acordo com os Artigos 5 ou 6.

(7) "Membro exportador" ou "país exportador" significa, respectivamente, um Membro ou país que seja exportador líquido de café, isto é, cujas exportações excedam as importações.

(8) "Membro importador" ou "país importador" significa, respectivamente, um Membro ou país que seja importador líquido de café, isto é, cujas importações excedam as exportações.

(9) "Membro produtor" ou "país produtor" significa, respectivamente, um Membro ou país que produza café em quantidades comercialmente significativas.

(10) "Maioria distribuída simples" significa a maioria dos votos expressos pelos Membros exportadores presentes e votantes, e a maioria dos votos expressos pelos Membros importadores presentes e votantes, contados separadamente..

(11) "Maioria distribuída de dois terços" significa a maioria de dois terços dos votos expressos pelos Membros exportadores presentes e votantes, e a maioria de dois terços dos votos expressos pelos Membros importadores presentes e votantes, contados separadamente.

(12) "Entrada em vigor" significa, salvo disposição em contrário, a data em que o Convênio entrar em vigor, seja provisória ou definitivamente.

(13) "Produção exportável" significa a produção total de café de um país exportador, num determinado ano cafeeiro, menos o volume destinado ao consumo interno nesse mesmo ano.

(14) "Disponibilidade para a exportação" significa a produção exportável de um país exportador, num determinado ano cafeeiro, acrescida dos estoques acumulados em anos anteriores.

(15) "Direito de exportação" significa o volume total de café que um Membro está autorizado a exportar, nos termos das várias disposições do Convênio, excluídas as exportações que, de acordo com as disposições do Artigo 40, não são debitadas a quotas.

(16) "Exportações autorizadas" significa as exportações efetivas, cobertas pelo direito de exportação.

(17) "Exportações permitidas" significa a soma das exportações autorizadas e das exportações que, de acordo com as disposições do Artigo 40, não são debitadas a quotas.

CAPÍTULO III - MEMBROS

Artigo 3

Participação na Organização

(1) Toda a Parte Contratante, juntamente com aqueles de seus territórios dependentes aos quais se aplica o Convênio, segundo o parágrafo (1) do Artigo 65, constitui um único Membro da Organização, exceto quando estipulado em contrário, de acordo com os Artigos 4, 5 e 6.

(2) A categoria que um Membro tiver inicialmente declarado ao aprovar, ratificar, aceitar ou aderir ao Convênio pode ser por ele modificada, de acordo com as condições que o Conselho venha a estipular.

(3) Se dois ou mais Membros importadores solicitarem que seja modificada a forma de sua participação no Convênio e/ou de sua representação na Organização, o Conselho, depois de consultar os Membros interessados e não obstante quaisquer outras disposições do Convênio, pode determinar as condições que regerão essa modificação de participação e/ou de representação.

Artigo 4

Participação separada com relação a territórios dependentes

Toda a Parte Contratante que seja Membro importador líquido de café pode a qualquer tempo, mediante notificação apropriada de acordo com o parágrafo (2) do Artigo 65, declarar que participa na Organização separadamente com relação a quaisquer de seus territórios dependentes, por ela designados, que sejam exportadores líquidos de café. Em tal caso, o território metropolitano e os territórios dependentes não-especificados constituem um único Membro, e os territórios dependentes especificados têm participação separada como Membros, seja individual ou coletivamente, conforme indicado na notificação.

Artigo 5

Participação inicial em grupo

(1) Duas ou mais Partes Contratantes que sejam Membros exportadores líquidos de café podem, mediante notificação apropriada ao Secretário-Geral das Nações Unidas, ao depositar os respectivos instrumentos de aprovação, ratificação, aceitação ou adesão, e notificação ao Conselho, declarar que entram para a Organização como Grupo-Membro. Um território dependente, ao qual se aplique o Convênio segundo o parágrafo (1) do

Artigo 65, pode fazer parte de tal grupo se o governo do Estado responsável por suas relações internacionais houver feito notificação nesse sentido, de acordo com o parágrafo (2) do Artigo 65. Tais Partes Contratantes e territórios dependentes devem satisfazer as seguintes condições:

- (a) declarar que estão dispostos a se responsabilizar, individual e coletivamente, pelas obrigações do grupo;
- (b) apresentar subseqüentemente ao Conselho prova suficiente de que o grupo tem a organização necessária para levar a cabo uma política cafeeira comum, e de que dispõem, juntamente com os outros integrantes, dos meios para cumprir as obrigações que lhes impõe o Convênio; e
- (c) apresentar subseqüentemente prova ao Conselho de que:
 - (i) foram reconhecidos como Grupo-Membro num acordo internacional de café precedente; ou
 - (ii) têm:
 - (a) uma política comercial e econômica comum ou coordenada com respeito ao café; e
 - (b) uma política monetária e financeira coordenada, bem como os órgãos necessários para executar tal política, de modo que o Conselho se certifique de que o grupo está em condições de respeitar o espírito de participação coletiva e de cumprir as obrigações coletivas pertinentes.

(2) O Grupo-Membro constitui um só e único Membro da Organização, porém cada integrante do grupo será tratado como Membro individual com respeito a todos os assuntos decorrentes das seguintes disposições:

(a) Capítulos XII, XIII e XVI;

(b) Artigos 10, 11 e 19 do Capítulo IV; e

(c) Artigo 68 do Capítulo XX.

(3) As Partes Contratantes e territórios dependentes que ingressem como Grupo-Membro devem especificar o governo ou a organização que os representará no Conselho com respeito a todos os assuntos concernentes ao Convênio, exceto os especificados no parágrafo (2) dêste Artigo.

(4) Os direitos de voto do Grupo-Membro são os seguintes:

(a) o Grupo Membro tem o mesmo número de votos básicos que um país Membro que ingresse na Organização a título individual. Estes votos básicos são atribuídos ao governo ou à organização que represente o grupo, os quais dêles podem dispor;

(b) no caso de uma votação sobre qualquer assunto relativo às disposições especificadas no parágrafo (2) dêste Artigo, os integrantes do grupo podem dispor separadamente dos votos a êles atribuídos pelas disposições do parágrafo (3) do Artigo 12, como se cada um dêles fosse Membro individual da Organização, exceto no que se refere aos votos básicos, que continuam atribuídos únicamente ao governo ou à organização que represente o grupo.

(5) Qualquer Parte Contratante ou território dependente que faça parte de um Grupo-Membro pode, mediante notificação ao Conselho, retirar-se desse grupo e tornar-se Membro a título individual. Essa retirada terá efeito a partir do momento em que o Conselho houver recebido a notificação. Em caso de tal retirada, ou caso um integrante do grupo deixe de sê-lo por se ter retirado da Organização, ou por qualquer outro motivo, os demais integrantes do grupo podem requerer ao Conselho que

mantenha o grupo, o qual continuará a existir, a menos que o Conselho não aprove o pedido. Na hipótese de dissolução do grupo, cada um de seus integrantes tornar-se-á Membro a título individual. O Membro que tiver deixado de pertencer a um grupo não pode vir a integrar-se em qualquer outro grupo durante a vigência do Convênio.

Artigo 6

Participação subsequente em grupo

Dois ou mais Membros exportadores podem, a qualquer tempo após o Convênio ter entrado em vigor no que a êles se refere, requerer ao Conselho autorização para se constituirem em Grupo-Membro. O Conselho aprova o pedido se considera que tanto a declaração feita pelos Membros como as provas por êles apresentadas satisfazem os requisitos do parágrafo (1) do Artigo 5. Imediatamente após a aprovação, passam a ser aplicáveis ao grupo as disposições dos parágrafos (2), (3), (4) e (5) daquele Artigo.

CAPÍTULO IV - ORGANIZAÇÃO E ADMINISTRAÇÃO

Artigo 7

Sede e estrutura da Organização Internacional do Café

- (1) A Organização Internacional do Café, estabelecida pelo Convênio de 1962, continua em existência a fim de executar as disposições do Convênio e superintender o seu funcionamento.
- (2) A Organização tem a sua sede em Londres, a menos que o Conselho por maioria distribuída de dois terços, decida de outro modo.
- (3) A Organização exerce as suas atribuições por intermédio do Conselho Internacional do Café, de sua Junta Executiva, de seu Diretor-Executivo e de seu pessoal.

Artigo 8

Composição do Conselho Internacional do Café

(1) A autoridade suprema da Organização é o Conselho Internacional do Café, que se compõe de todos os Membros da Organização.

(2) Todo o Membro é representado no Conselho por um representante e um ou mais suplentes. Todo o Membro pode igualmente designar um ou mais assessores para acompanhar o seu representante ou os seus suplentes.

Artigo 9

Podêres e funções do Conselho

(1) O Conselho fica investido de todos os podêres especificamente conferidos pelo Convênio, e tem os podêres e desempenha as funções necessárias à execução das disposições do Convênio.

(2) O Conselho, por maioria distribuída de dois terços, determina as normas e os regulamentos necessários à execução do Convênio e com o mesmo compatíveis, inclusive o seu próprio regimento interno e os regulamentos financeiros e do pessoal da Organização. Em seu regimento, o Conselho pode estabelecer um processo que lhe permita, sem se reunir, decidir sobre questões específicas.

(3) O Conselho deve, ainda, manter os arquivos e a documentação necessários ao desempenho das funções que lhe atribui o Convênio e todos os outros arquivos e documentação que considerar convenientes. O Conselho publica um relatório anual.

Artigo 10

Eleição do Presidente e dos Vice-Presidentes do Conselho

(1) O Conselho elege, para cada ano cafeeiro, um Presidente e um primeiro, um segundo e um terceiro Vice-Presidentes.

(2) Como regra geral, tanto o Presidente como o primeiro Vice-Presidente devem ser eleitos seja dentre os representantes dos Membros exportadores, seja dentre os representantes dos Membros importadores; o segundo e o terceiro Vice-Presidentes devem ser eleitos dentre os representantes da outra categoria de Membros. As duas categorias devem-se alternar nestes cargos em cada ano cafeeiro.

(3) Nem o Presidente, nem qualquer Vice-Presidente no exercício da presidência, tem direito a voto. Nesse caso, o respectivo suplente exerce os direitos de voto do Membro.

Artigo 11

Sessões do Conselho

Como regra geral, o Conselho se reúne duas vezes por ano em sessão ordinária. Pode realizar sessões extraordinárias se assim o decidir, ou quando assim lhe fôr solicitado seja pela Junta Executiva, seja por cinco Membros quaisquer, seja por um ou mais Membros que disponham de pelo menos 200 votos. As sessões do Conselho são convocadas com uma antecedência de pelo menos 30 dias, exceto em casos de emergência. Salvo decisão em contrário do Conselho, as sessões se realizam na sede da Organização.

Artigo 12

Votos

(1) Os Membros exportadores dispõem conjuntamente de 1.000 votos e os Membros importadores dispõem conjuntamente de 1.000 votos, distribuídos entre os Membros de cada uma das categorias — isto é, Membros exportadores e importadores, respectivamente — como estipulam os parágrafos seguintes deste Artigo.

(2) Cada Membro dispõe de 5 votos básicos, desde que o número total de votos básicos em cada uma das categorias não exceda 150. Caso haja mais de 30 Membros exportadores ou mais de 30 Membros importadores, o número de votos básicos dos Membros de cada categoria é ajustado, de modo que o total de votos básicos em cada categoria não ultrapasse 150.

(3) Os votos restantes dos Membros exportadores são divididos entre êstes Membros proporcionalmente às suas respectivas quotas básicas de exportação; todavia, em caso de votação sobre qualquer matéria abrangida pelas disposições do parágrafo (2) do Artigo 5, os votos restantes de um Grupo-Membro são divididos entre os integrantes desse grupo proporcionalmente à sua respectiva participação na quota básica de exportação do Grupo-Membro. O Membro exportador ao qual não tenha sido atribuída quota básica não recebe nenhum desses votos restantes.

(4) Os votos restantes dos Membros importadores são divididos entre êstes Membros proporcionalmente ao volume médio de suas respectivas importações de café no triênio precedente.

(5) A distribuição dos votos é determinada pelo Conselho no início de cada ano cafeeiro, permanecendo em vigor durante esse ano, exceto nos casos previstos no parágrafo (6) deste Artigo.

(6) Sempre que ocorrer qualquer modificação no número de Membros da Organização, ou se os direitos de voto de um Membro forem suspensos ou restabelecidos em virtude do disposto nos Artigos 25, 38, 45, 48, 54 ou 59, o Conselho efectua a redistribuição dos votos, de acordo com êste Artigo.

(7) Nenhum Membro pode dispor de mais de 400 votos.

(8) Não se admite fração de voto.

Artigo 13

Sistema de votação no Conselho

(1) Cada representante dispõe de todos os votos do Membro por ele representado, e não os pode dividir. Pode, todavia, dispor de forma diferente dos votos que lhe são atribuídos nos termos do parágrafo (2) dêste Artigo.

(2) Todo o Membro exportador pode autorizar outro Membro exportador, e todo o Membro importador pode autorizar outro Membro importador, a representar os seus interesses e exercer o seu direito de voto em toda e qualquer reunião do Conselho. A limitação prevista no parágrafo (7) do Artigo 12 não se aplica nesse caso.

Artigo 14

Decisões do Conselho

(1) Salvo quando o Convênio dispuser em contrário, todas as decisões e todas as recomendações do Conselho são adotadas por maioria distribuída simples.

(2) Aplica-se o seguinte processo com respeito à qualquer deliberação do Conselho que, segundo o Convênio, exija a maioria distribuída de dois terços:

- (a) se a moção não obtém a maioria distribuída de dois terços, em virtude do voto negativo de no máximo três Membros exportadores, ou de no máximo três Membros importadores, ela é novamente posta em votação dentro de 48 horas, se o Conselho assim o decidir por maioria dos Membros presentes e por maioria distribuída simples;
- (b) se, novamente, a moção não obtém a maioria distribuída de dois terços dos votos, em virtude do voto negativo

de um ou dois Membros exportadores, ou de um ou dois Membros importadores, ela é novamente posta em votação dentro de 24 horas, desde que o Conselho assim o decida por maioria dos Membros presentes e por maioria distribuída simples;

- (c) se a moção não obtém ainda a maioria distribuída de dois terços na terceira votação, em virtude do voto negativo de apenas um Membro exportador, ou de apenas um Membro importador, ela é considerada adotada;
- (d) se o Conselho não submeter a moção a nova votação, ela é considerada rejeitada.

(3) Os Membros comprometem-se a aceitar como obrigatórias todas as decisões que o Conselho tome em virtude das disposições do Convênio.

Artigo 15

Composição da Junta

- (1) A Junta Executiva é constituída por oito Membros exportadores e por oito Membros importadores, eleitos para cada ano cafeeiro de acordo com o Artigo 16. Os Membros podem ser reeleitos.
- (2) Cada Membro da Junta designa um representante e um ou mais suplentes.
- (3) Designado pelo Conselho para cada ano cafeeiro, o Presidente da Junta pode ser reconduzido. O Presidente não tem direito a voto. Se um representante é designado Presidente, o seu suplente exerce o direito de votar em seu lugar.
- (4) A Junta se reúne normalmente na sede da Organização, embora possa reunir-se alhures.

Artigo 16

Eleição da Junta

(1) Os Membros exportadores e importadores da Junta são eleitos em sessão do Conselho pelos Membros exportadores e importadores da Organização, respectivamente. A eleição dentro de cada categoria obedece as seguintes disposições dêste Artigo.

(2) Cada Membro vota por um só candidato, conferindo-lhe todos os votos de que dispõe, em virtude do Artigo 12. Qualquer Membro pode conferir a outro candidato os votos de que disponha em virtude do parágrafo (2) do Artigo 13.

(3) Os oito candidatos que receberem o maior número de votos são eleitos; contudo, nenhum candidato é eleito no primeiro escrutínio, a menos que receba um mínimo de 75 votos.

(4) Se, de acordo com o disposto no parágrafo (3) dêste Artigo, menos de oito candidatos forem eleitos no primeiro escrutínio, são realizados novos escrutínios, dos quais só participam os Membros que não houverem votado por nenhum dos candidatos eleitos. Em cada escrutínio ulterior, o mínimo de votos necessários para eleição diminui sucessivamente de cinco unidades, até que os oito candidatos tenham sido eleitos.

(5) O Membro que não houver votado por nenhum dos Membros eleitos deve atribuir seus votos a um deles, respeitado o disposto nos parágrafos (6) e (7) dêste Artigo.

(6) Considera-se que um Membro dispõe dos votos que recebeu ao ser eleito e dos votos que lhe venham a ser atribuídos, não podendo, contudo, o Membro eleito dispor de mais de 499 votos.

(7) Se os votos obtidos por um Membro eleito ultrapassam 499, os Membros que nêle votaram ou que a êle atribuíram os seus votos, entenderão para que um ou mais deles retirem os votos dados a êsse Membro e os transfiram a outro Membro eleito, de modo que nenhum Membro eleito disponha de mais de 499 votos.

Artigo 17**Competência da Junta**

(1) A Junta é responsável perante o Conselho e funciona sob sua direção geral.

(2) O Conselho pode, por maioria distribuída simples, delegar à Junta o exercício de qualquer ou de todos os seus poderes, com exceção dos seguintes:

- (a) aprovação do orçamento administrativo e fixação das contribuições, nos termos do Artigo 24;
- (b) determinação das quotas, de acordo com as disposições do Convênio, com exceção dos ajustamentos efetuados nos termos do parágrafo (3) do Artigo 35, e do Artigo 37;
- (c) suspensão dos direitos de voto de um Membro, nos termos dos Artigos 45 ou 59;
- (d) fixação e revisão das metas nacionais e mundiais de produção, nos termos do Artigo 48;
- (e) estabelecimento das diretrizes relativas aos estoques, nos termos do Artigo 49;
- (f) dispensa das obrigações de um Membro, nos termos do Artigo 57;
- (g) decisão dos litígios, nos termos do Artigo 59;
- (h) estabelecimento das condições para a adesão, nos termos do Artigo 63;
- (i) decisão para solicitar a retirada de um Membro, nos termos do Artigo 67;
- (j) prorrogação ou terminação do Convênio, nos termos do Artigo 69; e

(k) recomendação de emendas, aos Membros, nos termos do Artigo 70.

(3) O Conselho pode a qualquer tempo, por maioria distribuída simples, revogar qualquer delegação de poderes que houver feito à Junta.

Artigo 18

Sistema de votação na Junta

(1) Todo o membro da Junta dispõe dos votos por ele recebidos em virtude dos parágrafos (6) e (7) do Artigo 16. Não é permitido o voto por procuração. Nenhum membro pode dividir os seus votos.

(2) Qualquer deliberação tomada pela Junta exige a mesma maioria que seria exigida se fôsse tomada pelo Conselho.

Artigo 19

Quorum para o Conselho e para a Junta

(1) O quorum para qualquer reunião do Conselho consiste na presença da maioria dos membros que representem a maioria distribuída de dois terços do total dos votos. Se não houver quorum no dia marcado para o início de qualquer sessão do Conselho, ou se durante uma sessão do Conselho não houver quorum em três reuniões sucessivas, convoca-se o Conselho para sete dias mais tarde; a partir de então, e por todo o restante dessa sessão, o quorum consiste na presença da maioria dos membros que representem a maioria distribuída simples dos votos. A representação por procuração, segundo o parágrafo (2) do Artigo 13, é considerada como presença.

(2) O quorum para qualquer reunião da Junta consiste na presença da maioria dos membros que representem a maioria distribuída de dois terços do total dos votos.

Artigo 20

Diretor-Executivo e pessoal

(1) Com base em recomendação da Junta, o Conselho designa o Diretor-Executivo e lhe fixa as condições de emprêgo, que devem ser comparáveis às dos funcionários de igual categoria em organizações intergovernamentais similares.

(2) O Diretor-Executivo é o principal funcionário administrativo da Organização, ficando responsável pelo cumprimento das funções que lhe competem na administração do Convênio.

(3) O Diretor-Executivo nomeia o pessoal de acordo com o regulamento estabelecido pelo Conselho.

(4) Nem o Diretor-Executivo nem qualquer funcionário deve ter qualquer interesse financeiro na indústria, no comércio ou no transporte do café.

(5) No exercício das suas funções, o Diretor-Executivo e o pessoal não solicitam nem recebem instruções de nenhum Membro, nem de nenhuma autoridade estranha à Organização. Eles se devem abster de todo ato incompatível com a sua condição de funcionários internacionais, responsáveis únicamente perante a Organização. Todo o Membro se compromete respeitar o caráter exclusivamente internacional das responsabilidades do Diretor-Executivo e do pessoal, e a não procurar influenciá-los no desempenho das suas funções.

Artigo 21

Cooperação com outras organizações

O Conselho pode tomar quaisquer providências que julgue aconselháveis para a realização de consultas e para cooperação com as Nações Unidas e as suas agências especializadas, bem como outras organizações intergovernamentais competentes. O Conselho pode convidar essas organizações e quaisquer outras relacionadas com o café a enviarem observadores às suas reuniões.

CAPÍTULO V - PRIVILÉGIOS E IMUNIDADES

Artigo 22

Privilégiros e imunidades

(1) A Organização possui personalidade jurídica. Ela é dotada, em especial, da capacidade de firmar contratos, de adquirir e de dispor de bens móveis e imóveis e de demandar em juízo.

(2) O Governo do país em que estiver situada a sede da Organização (a seguir denominado "país-sede") concluirá com a Organização, o mais cedo possível, um acôrdo, sujeito à aprovação do Conselho, sobre o status, os privilégiros e as imunidades da Organização, do seu Diretor-Executivo e do seu pessoal, bem como dos representantes de Membros que se encontram no território do país-sede com a finalidade de exercer suas funções.

(3) O acôrdo previsto no parágrafo (2) dêste Artigo será independente do presente Convênio e estabelecerá as condições para o seu término.

(4) A menos que sejam postas em execução outras medidas fiscais, de acôrdo com o previsto no parágrafo (2) dêste Artigo, o governo do país-sede:

- (a) concede isenção de taxas sobre a remuneração paga pela Organização aos seus empregados, com a ressalva de que essa isenção não se aplica necessariamente a nacionais desse país; e
- (b) concede isenção de taxas sobre os haveres, a receita e os demais bens da Organização.

(5) Depois da aprovação do acôrdo previsto no parágrafo (2) dêste Artigo, a Organização poderá concluir com um ou mais Membros, acôrdos, sujeitos à aprovação do Conselho, relativos a privilégiros e imunidades considerados necessários para o bom funcionamento do Convênio Internacional do Café.

CAPÍTULO VI - FINANÇAS**Artigo 23****Finanças**

- (1) As despesas das delegações ao Conselho, assim como dos representantes na Junta e dos representantes em qualquer das comissões do Conselho ou da Junta são financiadas pelos seus respectivos governos.
- (2) As demais despesas necessárias à administração do Convênio são financiadas por contribuições anuais dos Membros, fixadas do acordo com o Artigo 24. O Conselho pode, todavia, exigir o pagamento de emolumentos por determinados serviços.
- (3) O exercício financeiro da Organização coincide com o ano cafeeiro.

Artigo 24**Aprovação do orçamento e fixação de contribuições**

- (1) Durante o segundo semestre de cada exercício financeiro, o Conselho aprova o orçamento administrativo da Organização para o exercício financeiro seguinte e fixa a contribuição de cada Membro a esse orçamento.
- (2) A contribuição de cada Membro para o orçamento de cada exercício financeiro é proporcional à relação que existe entre os votos de que dispõe esse Membro e o total dos votos de que dispõem todos os Membros reunidos, quando fôr aprovado o orçamento para aquele exercício financeiro. Todavia, se no início do exercício financeiro para o qual foram fixadas as contribuições houver alguma modificação na distribuição de votos entre os Membros, em virtude do disposto no parágrafo (5) do Artigo 12, as contribuições correspondentes a esse exercício são devidamente ajustadas. Ao serem fixadas as contribuições, calculam-se os votos de cada Membro sem tomar em consideração a eventual suspensão dos direitos de voto de um Membro ou qualquer redistribuição de votos que dela possa resultar.

(3) A contribuição inicial de qualquer Membro que entre para a Organização depois de se achar em vigência o Convênio é fixada pelo Conselho com base no número de votos que lhe são atribuídos e em função do período restante do exercício financeiro em curso, permanecendo inalteradas as contribuições fixadas aos outros Membros, para o exercício financeiro em curso.

Artigo 25

Pagamento das contribuições

(1) As contribuições para o orçamento administrativo de cada exercício financeiro são pagas em moeda livremente conversível e exigíveis no primeiro dia do exercício.

(2) Se um Membro não tiver saldado integralmente a contribuição que lhe compete fazer para o orçamento administrativo dentro de seis meses a contar da data em que tal contribuição é exigível, ficam suspensos tanto os seus direitos de voto no Conselho como o direito de dispor dos seus votos na Junta, até que tal contribuição seja paga. Todavia, a menos que o Conselho assim o decida por maioria distribuída de dois terços, tal Membro não fica privado de nenhum outro direito, nem relevado de nenhuma das obrigações que lho impõe o Convênio.

(3) Todo o Membro cujos direitos de voto tenham sido suspensos de acordo com o parágrafo (2) deste Artigo ou com os Artigos 38, 45, 48, 54 ou 59 permanece, entretanto, responsável pelo pagamento da sua contribuição.

Artigo 26

Verificação e publicação das contas

O mais cedo possível após o encerramento de cada exercício financeiro, é apresentada ao Conselho, para aprovação e publicação, uma prestação de

contas das receitas e despesas da Organização durante esse exercício financeiro, previamente verificada por perito em contabilidade estranho aos quadros da Organização.

CAPÍTULO VII - REGULAMENTAÇÃO DAS EXPORTAÇÕES

Artigo 27

Compromissos gerais dos Membros

(1) Os Membros se comprometem a conduzir suas políticas comerciais de forma que possam ser alcançados os objetivos indicados no Artigo 1 e, em particular, no seu parágrafo (4). Concordam na conveniência de que o Convênio seja aplicado de modo a aumentar paulatinamente a receita efetiva obtida com a exportação de café, de modo a harmonizá-la com as necessidades de divisas estrangeiras exigidas por seus programas de desenvolvimento econômico e social.

(2) Para atingir tais objetivos através da fixação de quotas, tal como previsto neste capítulo, e da execução das demais disposições do Convênio, os Membros concordam com a necessidade de assegurar que o nível geral de preços do café não caia abaixo do nível geral desses preços em 1962.

(3) Os Membros concordam ademais que é conveniente assegurar aos consumidores preços que sejam equitativos e que não dificultem o desejável aumento do consumo.

Artigo 28

Quotas básicas de exportação

A partir de 1º de outubro de 1968, os países exportadores terão as quotas básicas de exportação especificadas no Anexo A.

Artigo 29

Quotas básicas de exportação de um Grupo-Membro

Quando dois ou mais países relacionados no Anexo A formarem um Grupo-Membro, de acordo com o Artigo 5, as quotas básicas de exportação desses países fixadas no Anexo A, são adicionadas e o total resultante é considerado como quota básica de exportação única para os fins dêste capítulo.

Artigo 30

Fixação das quotas anuais de exportação

(1) Pelo menos 30 dias antes do início de cada ano cafeeiro, o Conselho adota, por maioria de dois terços, uma estimativa do total das importações e das exportações mundiais para o ano cafeeiro seguinte e uma estimativa das exportações prováveis dos países não-membros.

(2) À luz dessas estimativas, o Conselho fixa imediatamente para todos os Membros exportadores quotas anuais de exportação, que devem representar uma percentagem uniforme das quotas básicas de exportação estipuladas no Anexo A, exceto no caso dos Membros exportadores cujas quotas anuais estão sujeitas às disposições do parágrafo (2) do Artigo 31.

Artigo 31

Disposições complementares relativas a quotas básicas e anuais de exportação

(1) Não é atribuída quota básica a nenhum Membro exportador cujas exportações médias anuais autorizadas no triênio precedente tenham sido inferiores a 100.000 sacas, devendo a sua quota anual de exportação ser calculada de acordo com o parágrafo (2) dêste Artigo. Quando a quota anual de exportação de qualquer Membro assim qualificado alcançar 100.000 sacas, o Conselho estabelecerá uma quota básica para o Membro em questão.

(2) Sem prejuízo das disposições da nota 2/ do Anexo A do Convênio, todo o Membro exportador ao qual não tenha sido atribuída quota básica terá, no ano cafeeiro 1968-69, a quota indicada na nota 1/ do Anexo A ao Convênio. Em cada um dos anos seguintes, e respeitadas as disposições do parágrafo (3) dêste Artigo, a quota será aumentada de 10 por cento daquela quota inicial, até ser atingido o máximo de 100.000 sacas mencionado no parágrafo (1) dêste Artigo.

(3) Até o mais tardar o dia 31 de julho de cada ano, todo o Membro interessado notificará ao Diretor-Executivo, para informação do Conselho, o volume de café de que provavelmente poderá dispor para exportação em regime de quota no decorrer do ano cafeeiro seguinte. O volume assim indicado constituirá a quota do Membro exportador para o ano cafeeiro seguinte, desde que esse volume não ultrapasse o limite fixado no parágrafo (2) dêste Artigo.

(4) Os Membros exportadores aos quais não se tenha atribuído quota básica ficam sujeitos às disposições dos Artigos 27, 29, 32, 34, 35, 36 e 40.

(5) Nenhum território sob tutela, administrado sob o Regime de Tutela das Nações Unidas, cujas exportações anuais para outros países que não a Autoridade Administradora não ultrapassem 100.000 sacas, fica sujeito às disposições do Convênio referentes a quotas, enquanto suas exportações não ultrapassarem essa quantidade.

Artigo 32

Fixação das quotas trimestrais de exportação

(1) Imediatamente após a fixação das quotas anuais de exportação, o Conselho fixa quotas trimestrais de exportação para cada Membro exportador, com o propósito de manter, ao longo de todo o ano cafeeiro, a oferta em razoável equilíbrio com a procura estimada.

(2) Essas quotas devem, na medida do possível, representar 25 por cento da quota anual de exportação de cada Membro durante o ano cafeeiro. Não é permitido a nenhum Membro exportar mais de 30 por cento no primeiro trimestre, 60 por cento nos dois primeiros trimestres e 80 por cento nos três primeiros trimestres do ano cafeeiro. Se as exportações de qualquer Membro não atingirem em um trimestre a quota que lhe é atribuída para esse trimestre, o saldo é adicionado à sua quota para o trimestre seguinte desse ano cafeeiro.

Artigo 33

Ajustamento das quotas anuais de exportação

Se as condições do mercado assim o exigirem, o Conselho poderá rever a situação das quotas e poderá modificar a percentagem das quotas básicas de exportação fixadas de acordo com o parágrafo (2) do Artigo 30. Ao fazê-lo, o Conselho deve tomar em consideração toda a possível insuficiência de café que os Membros possam ter.

Artigo 34

Notificação de insuficiências

(1) Os Membros exportadores comprometem-se a notificar ao Conselho, o mais cedo possível no ano cafeeiro e o mais tardar até o fim do seu oitavo mês, bem como posteriormente, nas datas que o Conselho determine, se têm disponibilidades suficientes de café para preencher o total de suas quotas de exportação para esse ano.

(2) O Conselho toma em consideração tais notificações ao determinar se deve ou não ajustar o nível das quotas de exportação, de acordo com o Artigo 33.

Artigo 35

Ajustamento das quotas trimestrais de exportação

(1) Nos casos previstos neste Artigo, o Conselho modifica as quotas trimestrais de exportação estabelecidas para cada Membro, nos termos do parágrafo (1) do Artigo 32.

(2) Se o Conselho modifica as quotas anuais de exportação, como previsto no Artigo 33, as alterações devem refletir-se nas quotas do trimestre em curso, nas do trimestre em curso e dos trimestres restantes, ou nas dos trimestres restantes do ano cafeeiro.

(3) Além do ajustamento previsto no parágrafo anterior, o Conselho pode, se julgar que a situação do mercado assim o exige, efetuar ajustamentos nas quotas do trimestre em curso e dos trimestres restantes do mesmo ano cafeeiro, sem, entretanto, alterar as quotas anuais de exportação.

(4) Se, em virtude de circunstâncias excepcionais, um Membro exportador julgar que as limitações previstas no parágrafo (2) do Artigo 32 causarão provavelmente sérios prejuízos à sua economia, o Conselho pode, a pedido desse Membro, adotar as medidas pertinentes, de acordo com o Artigo 57. O Membro interessado deve apresentar provas dos prejuízos e fornecer garantias adequadas quanto à manutenção da estabilidade dos preços. O Conselho, entretanto, não pode em caso algum autorizar um Membro a exportar mais de 35 por cento de sua quota anual de exportação no primeiro trimestre, mais de 65 por cento nos dois primeiros trimestres e mais de 85 por cento nos três primeiros trimestres do ano cafeeiro.

(5) Todos os Membros reconhecem que elevações ou quedas acentuadas de preços ocorridas dentro de períodos reduzidos podem afetar indevidamente as tendências fundamentais dos preços, causar sérias apreensões, tanto a produtores como a consumidores, e comprometer a consecução dos objetivos do Convênio. Por conseguinte, se tais movimentos do nível

geral dos preços ocorrerem dentro de períodos reduzidos, os Membros podem solicitar que se convoque o Conselho, que, por maioria distribuída simples, pode modificar o volume total da quota trimestral em vigor.

(6) Se o Conselho conclui que um brusco e anormal aumento ou declínio do nível geral dos preços decorre de manipulações artificiais do mercado do café, resultantes de acôrdo entre importadores, entre exportadores, ou entre uns e outros, cabe-lhe decidir, por maioria simples, as medidas corretivas que devem ser adotadas para reajustar o nível total das quotas trimestrais de exportação em vigor.

Artigo 36

Processo para o ajustamento das quotas de exportação

(1) Ressalvado o disposto nos Artigos 31 e 37, as quotas anuais de exportação são fixadas e ajustadas mediante alteração, na mesma percentagem, da quota básica de exportação de cada Membro.

(2) As alterações gerais em todas as quotas trimestrais de exportação, introduzidas em virtude dos parágrafos (2), (3), (5) e (6) do Artigo 35, aplicam-se pro rata às quotas trimestrais de exportação de cada Membro, segundo normas adequadas estabelecidas pelo Conselho. Tais normas devem tomar em consideração as diferentes percentagens das quotas anuais de exportação que os vários Membros tiverem exportado ou tenham direito a exportar em cada trimestre do ano cafeeiro.

(3) Todas as decisões do Conselho relativas à fixação e ao ajustamento das quotas anuais e trimestrais de exportação, segundo o disposto nos Artigos 30, 32, 33 e 35, são adotadas, salvo disposição em contrário, por maioria distribuída de dois terços.

Artigo 37

Disposições suplementares para o ajustamento das quotas de exportação

(1) Além de fixar, de acordo com o Artigo 30, as quotas anuais de exportação em função do total das importações e das exportações mundiais previstas, o Conselho deve assegurar que:

- (a) os consumidores tenham ao seu dispor suprimentos de café dos tipos que requerem;
- (b) sejam equitativos os preços dos diferentes tipos de café; e
- (c) não se registrem flutuações abruptas de preços em curtos períodos.

(2) A fim de alcançar estes objetivos, e ressalvadas as disposições do Artigo 36, o Conselho pode adotar um sistema de ajustamento das quotas anuais e trimestrais em função do movimento dos preços dos principais tipos de café. O Conselho fixa anualmente um limite, não superior a 5 por cento, às reduções que poderão ser feitas de quotas anuais em virtude de qualquer sistema assim estabelecido. Para os fins desse sistema, pode o Conselho fixar diferenciais de preços e faixas de preços aplicáveis aos vários tipos de café. Ao assim proceder, deve o Conselho levar em consideração, entre outros fatores, as tendências dos preços.

(3) As decisões do Conselho, nos termos do parágrafo (2) deste Artigo, devem ser aprovadas por maioria distribuída de dois terços.

Artigo 38

Observância das quotas de exportação

(1) Os Membros exportadores sujeitos a quotas devem adotar medidas necessárias a assegurar a inteira observância de todas as disposições do Convênio relativas a quotas. Além de quaisquer medidas que

próprio possa adotar, o Conselho, por maioria distribuída de dois terços, pode exigir que êsses Membros adotem medidas complementares para o efectivo cumprimento do sistema de quotas previsto no Convênio.

(2) Os Membros exportadores não podem ultrapassar as quotas anuais e trimestrais que lhes são atribuídas.

(3) Se um Membro exportador ultrapassar sua quota em qualquer trimestre o Conselho deduzirá de uma ou várias de suas quotas seguintes uma quantidade igual a 110 por cento desse excesso.

(4) Se um Membro exportador ultrapassar sua quota trimestral pela segunda vez durante a vigência do Convênio, o Conselho deduzirá de uma ou mais das quotas seguintes desse Membro uma quantidade igual ao dobro desse excesso.

(5) Se um Membro exportador ultrapassar por três ou mais vezes sua quota trimestral durante a vigência do Convênio, o Conselho aplicará a dedução prevista no parágrafo (4) deste Artigo, ficando os direitos de voto do Membro suspensos até o momento em que o Conselho decidir se deve ser exigida a retirada desse Membro da Organização, nos termos do Artigo 67.

(6) De conformidade com as normas estabelecidas pelo Conselho, as deduções nas quotas previstas nos parágrafos (3), (4) e (5) deste Artigo, bem como as medidas adicionais contempladas no parágrafo (5), devem ser aplicadas pelo Conselho tão pronto receba as informações pertinentes.

Artigo 39

Embarques de café de territórios dependentes

(1) No caso de territórios dependentes de um Membro, e ressalvadas as disposições do parágrafo (2) deste Artigo, o café expedido de qualquer um desses territórios com destino à metrópole ou a outro território dela dependente, para consumo interno na metrópole ou em qualquer outro

de seus territórios dependentes, não é considerado como exportação de café nem fica sujeito às limitações de quotas de exportação, desde que o Membro interessado tome providências que satisfaçam o Conselho com respeito à fiscalização das reexportações e a todos os demais problemas que o Conselho possa considerar relacionados ao funcionamento do Convênio e que decorram das relações especiais entre o território metropolitano do Membro e os seus territórios dependentes.

(2) Todavia, o comércio do café entre um Membro e qualquer de seus territórios dependentes que, de acordo com o disposto nos Artigos 4 ou 5, participe da Organização a título individual ou como integrante de um grupo, deve ser tratado, para os fins de Convênio, como exportação de café.

Artigo 40

Exportações não debitadas a quotas

(1) Com o propósito de facilitar o incremento do consumo do café em certas regiões do mundo de baixo consumo per capita, mas de considerável potencial de expansão, as exportações destinadas aos países relacionados no Anexo B, ressalvado o disposto na alínea (f) do parágrafo (2) do presente Artigo, não são debitadas às quotas. O Conselho deve rever anualmente o Anexo B, a fim de determinar se dê-lhe devo ser retirado ou nêle incluído um ou mais países, podendo, caso assim o resolva, tomar medidas nesse sentido.

(2) As disposições das alíneas seguintes devem ser aplicadas às exportações com destino aos países relacionados no Anexo B;

- (a) o Conselho elabora anualmente uma estimativa das importações para consumo interno dos países relacionados no Anexo B, depois de examinar os resultados obtidos nesses países no ano anterior, no que tange ao aumento do consumo de café e levando em conta o efeito provável das campanhas

de promoção e dos acordos de comércio. O Conselho pode rever essa estimativa no decurso do ano. Os Membros exportadores não devem, em conjunto, exportar com destino aos países relacionados no Anexo B mais do que a quantidade estipulada pelo Conselho e, para esse fim, a Organização deve manter os Membros informados das exportações em curso com destino a tais países. O mais tardar trinta dias após o fim de cada mês, os Membros exportadores devem informar a Organização de todas as exportações feitas com destino a cada um dos países relacionados no Anexo B, durante o mês;

- (b) os Membros fornecem as estatísticas e demais informações de que a Organização necessite para regular o movimento de café com destino aos países contantes do Anexo B, bem como para que ela se possa assegurar de que o café é consumido nesses países;
- (c) os Membros exportadores procurarão renegociar, tão cedo quanto possível, os acordos comerciais vigentes, a fim de neles incluir disposições tendentes a impedir reexportações de café procedentes de países relacionados no Anexo B com destino a mercados tradicionais. Os Membros exportadores devem igualmente incluir tais disposições em todos os novos acordos comerciais e em todos os novos contratos de venda não-abrangidos por acordos comerciais, quer tais contratos sejam negociados com comerciantes particulares, quer com organizações governamentais;
- (d) com o objetivo de assegurar a fiscalização permanente das exportações destinadas a países relacionados no Anexo B, os Membros exportadores devem marcar claramente todas as sacas de café destinadas àqueles países com as palavras "Mercado novo" e exigir garantias satisfatórias destinadas

a impedir a reexportação ou o desvio de café para países não relacionados no Anexo B. O Conselho pode estabelecer para tal fim o necessário regulamento. Todos os Membros, outros que não os relacionados no Anexo B, devem proibir, sem exceção, a entrada de todas as partidas de café provenientes diretamente de qualquer país do Anexo B ou deles desviadas; ou que revelem, nas sacas ou nos documentos de exportação, terem sido originalmente destinadas a um país do Anexo B; ou que se façam acompanhar de um certificado que indique como ponto de destino um local situado em país do Anexo B, ou que seja marcado com as palavras "Mercado novo";

- (e) o Conselho prepara anualmente um relatório completo sobre os resultados obtidos no desenvolvimento de mercados de café nos países relacionados no Anexo B;
- (f) se o café exportado por um Membro com destino a um país relacionado no Anexo B é reexportado ou desviado para um país não relacionado no Anexo B, o Conselho debita à quota do Membro exportador uma quantidade correspondente a essa reexportação ou desvio, podendo, além disso, de acordo com o Regulamento estabelecido pelo Conselho, aplicar as disposições do parágrafo (4) do Artigo 38. Caso se verifique nova reexportação procedente do mesmo país relacionado no Anexo B, o Conselho investiga o caso e, se considerar necessário, pode a qualquer momento retirar êsse país do Anexo B.

(3) As exportações de café em grão, como matéria-prima para tratamento industrial, para quaisquer fins que não o consumo humano como bebida ou alimento, não são debitadas às quotas, desde que o Conselho considere, à luz das informações prestadas pelo Membro exportador, que o café em grão será de fato usado para aqueles fins.

(4) O Conselho pode, a pedido de um Membro exportador, decidir que não são debitáveis à quota desse Membro as exportações feitas para fins humanitários ou quaisquer outros propósitos não-comerciais.

Artigo 41

Acôrdos regionais e inter-regionais de preços

(1) Os acôrdos regionais e inter-regionais de preços concertados entre os Membros exportadores devem ser compatíveis com os objetivos gerais do Convênio, e devem ser registrados junto ao Conselho. Tais acordos devem levar em conta tanto os interesses de produtores e consumidores como os objetivos do Convênio. Todo o Membro da Organização, que considere que qualquer desses acordos pode acarretar resultados contrários aos objetivos do Convênio, pode solicitar ao Conselho que, em sua sessão seguinte, discuta esses acordos com os Membros interessados.

(2) Em consulta com os Membros e com as organizações regionais a que possam pertencer, o Conselho pode recomendar uma escala de diferenciais de preços para os vários tipos e as diversas qualidades de café, que os Membros devem procurar alcançar por meio de suas políticas de preços.

(3) Caso ocorram, em curtos períodos, flutuações bruscas nos preços dos tipos e qualidades de café para os quais uma escala de diferenciais de preços tenha sido adotada como resultado das recomendações constantes do parágrafo (2) deste Artigo, o Conselho pode recomendar as medidas apropriadas para corrigir a situação.

Artigo 42

Estudo das tendências do mercado

O Conselho deve proceder ao estudo constante das tendências do mercado do café, com o objetivo de recomendar políticas de preços, levando em conta os resultados obtidos através do mecanismo de quotas estabelecido no Convênio.

CAPÍTULO VIII - CERTIFICADOS DE ORIGEM E DE REEXPORTAÇÃO

Artigo 43

Certificados de origem e de reexportação

(1) Tôda a exportação de café feita por qualquer Membro em cujo território êsse café tenha sido produzido tem de ser acompanhada de um certificado de origem válido, de acordo com o regulamento fixado pelo Conselho e emitido por uma agência qualificada escolhida por êsse Membro e aprovada pela Organização. Cada Membro determina o número de vias do certificado que lhe sejam necessárias e todos os originais e cópias levam um número de ordem. A menos que o Conselho decida de outro modo, o original do certificado acompanha os documentos de exportação, devendo uma cópia ser imediatamente enviada pelo Membro à Organização, com exceção dos originais de certificados emitidos para cobrir exportações de café com destino a países não-membros, que devem ser enviados diretamente à Organização pelo Membro em aprêço.

(2) Tôda a reexportação de café efetuada por qualquer Membro tem de ser acompanhada de um certificado de reexportação válido, de acordo com o regulamento fixado pelo Conselho e emitido por uma agência qualificada escolhida por êsse Membro e aprovada pela Organização, comprovando que o café em aprêço foi importado de acordo com as disposições do Convênio. Cada Membro determina o número de vias do certificado que lhe sejam necessárias e todos os originais e cópias de certificados levam um número de ordem. A menos que o Conselho decida de outro modo, o original do certificado de reexportação acompanha os documentos de reexportação, devendo uma via ser imediatamente enviada à Organização pelo Membro que faz a reexportação, com exceção dos originais de certificados de reexportação emitidos para cobrir reexportações de café com destino a países não-membros, que devem ser enviados diretamente à Organização.

(3) Todo o Membro comunica à Organização a agência governamental ou não-governamental incumbida de aplicar e desempenhar as funções especificadas nos parágrafos (1) e (2) dêste Artigo. A Organização aprova

especificamente essas agências não-governamentais, mediante a apresentação, por parte do Membro em aprêço, de provas satisfatórias de que essas agências estão em condições de se desempenharem das obrigações que competem ao Membro, de acordo com as normas e regulamentos estabelecidos ao abrigo das disposições do Convênio. Havendo motivo para tal, o Conselho pode, a qualquer momento, declarar que deixa de considerar aceitável determinada agência não-governamental. Quer diretamente, quer por intermédio de uma organização mundial internacionalmente reconhecida, o Conselho adota as providências necessárias para que, a qualquer momento, se possa assegurar de que os certificados de origem e os certificados de reexportação estão sendo corretamente emitidos e utilizados, bem como para verificar as quantidades de café exportadas por cada Membro.

(4) A agência não-governamental aprovada como agência certificadora de acordo com as disposições do parágrafo (3) deste Artigo, deve, por um período não inferior a dois anos, conservar registros dos certificados emitidos e dos documentos que justificam sua emissão. À fim de obter aprovação como agência certificadora, de acordo com as disposições do parágrafo (3) deste Artigo, qualquer agência não-governamental deve concordar previamente em colocar êsses registros à disposição da Organização para inspeção.

(5) Os Membros proibirão a entrada de qualquer partida de café proveniente de outro Membro, quer o café seja importado diretamente, quer por intermédio de um não-membro, sempre que não esteja acompanhada de um certificado de origem ou de reexportação válido, emitido de conformidade com o regulamento fixado pelo Conselho.

(6) Pequenas quantidades de café, na forma que o Conselho determinar, ou o café para consumo direto a bordo de navios, aviões e outros meios de transporte internacional, ficam isentos das disposições dos parágrafos (1) e (2) deste Artigo.

CAPÍTULO IX - CAFÉ INDUSTRIALIZADO

Artigo 44

Medidas relativas ao café industrializado

(1) Nenhum Membro aplicará medidas governamentais que afetem as suas exportações e reexportações de café destinadas a outro Membro, se essas medidas, quando tomadas em seu conjunto em relação a esse outro Membro, representarem tratamento discriminatório em favor do café industrializado em comparação com o café verde. Na aplicação desta disposição, os Membros podem tomar na devida consideração:

- (a) a situação especial dos mercados relacionados no Anexo B do Convênio; e
 - (b) o tratamento diferencial por um Membro importador, no que diz respeito a importações ou reexportações das diversas formas de café.
- (2) (a) Se um Membro considerar que não estão sendo obedecidas as disposições do parágrafo (1) dêste Artigo, poderá apresentar reclamação, por escrito, ao Diretor-Executivo, fazendo-a acompanhar de uma explicação minuciosa das razões em que se fundamenta, juntamente com uma descrição das medidas que considera devam ser adotadas. O Diretor-Executivo informará imediatamente o Membro contra o qual a reclamação tenha sido apresentada e solicitará a opinião desse Membro. O Diretor-Executivo procurará levar os Membros a obter uma solução mútuamente satisfatória e, o mais cedo possível, apresentará ao Conselho um relatório completo, que deverá incluir tanto as medidas que o Membro reclamante considera devam ser adotadas como a opinião da outra parte.

- (b) Caso não seja encontrada uma solução dentro de 30 dias após o recebimento da reclamação pelo Diretor-Executivo, este último deverá, o mais tardar dentro de 40 dias após o recebimento da reclamação, constituir uma junta arbitral. A junta arbitral será integrada por:
- (i) uma pessoa designada pelo Membro reclamante;
 - (ii) uma pessoa designada pelo Membro contra o qual tenha sido feita a reclamação; e
 - (iii) um presidente escolhido de comum acôrdo pelos Membros envolvidos ou, na hipótese de não haver acôrdo, pelas duas pessoas indicadas nas alíneas (i) e (ii).
- (c) Se, 45 dias após o recebimento da reclamação pelo Diretor-Executivo, a junta arbitral não estiver totalmente constituída, os árbitros restantes serão designados, dentro de um período subsequente de 10 dias, pelo Presidente do Conselho, após consultar os Membros envolvidos.
- (d) Nenhum dos árbitros será funcionário de qualquer dos governos envolvidos na questão, nem poderá ter qualquer interesse em sua solução.
- (e) Os Membros envolvidos facilitarão o trabalho da junta arbitral e colocarão à sua disposição todas as informações pertinentes.
- (f) Com base em todas as informações a seu dispor, a junta arbitral determinará, três semanas após a sua constituição, se, e em caso afirmativo em que medida, existe tratamento discriminatório.
- (g) As decisões da junta arbitral sobre todas as questões, sejam de fundo ou de procedimento, serão tomadas, se necessário, por maioria de votos.

- (h) O Diretor-Executivo notificará imediatamente aos Membros interessados as conclusões da junta arbitral e informará imediatamente o Conselho dessas conclusões.
- (i) As despesas da junta arbitral correrão por conta do orçamento administrativo da Organização.
- (3) (a) Na hipótese de se verificar a existência de tratamento discriminatório, será dado ao Membro em questão o prazo de 30 dias, a contar da data em que lhe forem comunicadas as conclusões da junta arbitral, para corrigir a situação de acordo com as conclusões da junta arbitral. O Membro informará o Conselho das medidas que tenciona adotar.
- (b) Se, decorrido êsse prazo, o Membro reclamante considerar que a situação não foi corrigida, poderá, depois de informar o Conselho, adotar contramedidas, que não deverão ir além do necessário para neutralizar o tratamento discriminatório indicado pela junta arbitral e que só perdurarão enquanto subsistir o tratamento discriminatório.
- (c) Os Membros envolvidos manterão o Conselho informado das medidas que estiverem sendo por êles adotadas.
- (4) Na aplicação das contramedidas, os Membros tomarão na devida consideração a necessidade dos países em desenvolvimento de executar políticas destinadas a ampliar a base de suas economias por intermédio, inter alia, da industrialização e da exportação de produtos manufaturados, bem como a fazer o necessário para assegurar que as disposições dêste Artigo sejam aplicadas eqüitativamente a todos os Membros em situação análoga.
- (5) Nenhuma das disposições dêste Artigo será interpretada como capaz de impedir que um Membro suscite no Conselho uma questão relacionada com êste Artigo, ou que recorra aos Artigos 58 ou 59, desde que tal iniciativa não interrompa, sem o consentimento dos Membros envolvidos, qualquer procedimento iniciado de acordo com êste Artigo, nem impeça o seu início, a menos que um procedimento a respeito da mesma questão haja sido completado, nos termos do Artigo 59.

(6) Qualquer dos prazos estabelecidos neste Artigo pode sofrer alteração mediante acordo entre os Membros envolvidos.

CAPÍTULO X - REGULAMENTAÇÃO DAS IMPORTAÇÕES

Artigo 45

Regulamentação das importações

(1) A fim de evitar que países exportadores não-membros aumentem suas exportações a expensas de Membros, cada Membro limita as suas importações anuais de café produzido em países exportadores não-membros a uma quantidade que não exceda a média anual de suas importações de café procedentes de tais países durante os anos civis de 1960, 1961 e 1962.

(2) Por maioria distribuída de dois terços, o Conselho pode suspender ou modificar essas limitações quantitativas, caso o considere necessário para alcançar os objetivos do Convênio.

(3) O Conselho prepara relatórios anuais sobre o volume de café originário de países não-membros cuja importação é permitida, bem como relatórios trimestrais sobre as importações efetuadas por cada Membro importador, nos termos do parágrafo (1) deste Artigo.

(4) As obrigações dos parágrafos anteriores deste Artigo não derrogam quaisquer outras obrigações bilaterais ou multilaterais com elas em conflito, assumidas pelos Membros importadores com países não-membros antes de 1º de agosto de 1962, desde que um Membro importador que tenha assumido tais obrigações conflitantes as cumpra de tal modo que se torne mínimo o conflito com as obrigações estipuladas nos parágrafos anteriores; tome, logo que possível, medidas que harmonizem suas obrigações com as disposições destes parágrafos; e informe o Conselho dos pormenores dessas obrigações e das medidas por ele tomadas para atenuar ou eliminar o conflito.

(5) Se um Membro importador não cumprir as disposições deste Artigo, o Conselho poderá, por maioria distribuída de dois terços,

suspender os seus direitos de voto no Conselho e o direito de dispor de seus votos na Junta.

CAPÍTULO XI - INCREMENTO DO CONSUMO

Artigo 46

Promoção

(1) O Conselho patrocina a promoção do consumo de café. Com esse propósito, pode manter um comitê distinto incumbido de promover, por todos os meios apropriados, o consumo nos países importadores, sem distinção de origem, tipo ou marca do café, e de empenhar-se por atingir e manter o mais alto grau de qualidade e pureza da bebida.

(2) Aplicam-se ao referido comitê as seguintes disposições:

- (a) as despesas com o programa de promoção são custeadas por contribuições dos Membros exportadores;
- (b) os Membros importadores também podem contribuir financeiramente para o programa de promoção;
- (c) a participação no comitê fica limitada aos Membros que contribuam para o programa de promoção;
- (d) o montante e o custo do programa de promoção devem ser examinados pelo Conselho;
- (e) os estatutos do comitê são aprovados pelo Conselho;
- (f) antes de iniciar uma campanha num país Membro, o comitê deve obter a aprovação desse Membro; e
- (g) o comitê administra todos os recursos destinados à promoção e aprova as respectivas contas.

(3) As despesas administrativas ordinárias relativas ao pessoal permanente da Organização que trabalha diretamente em atividades de promoção, excetuados os gastos de viagem para fins de promoção, são debitadas ao orçamento administrativo da Organização.

Artigo 47

Remoção de obstáculos ao consumo

(1) Os Membros reconhecem a importância vital de conseguir-se, o quanto antes, o maior aumento possível no consumo do café, principalmente por meio da eliminação gradual dos obstáculos que se podem opor a esse aumento.

(2) Os Membros reconhecem que certas medidas atualmente em vigor podem, em maior ou menor grau, entravar o aumento do consumo do café, em particular:

- (a) certos regimes de importação aplicáveis ao café, inclusive tarifas preferenciais ou de outra natureza, quotas, operações de monopólios governamentais de importação e de agências oficiais de compra, e outros regulamentos administrativos e práticas comerciais;
- (b) certos regimes de exportação, no que diz respeito aos subsídios diretos ou indiretos, e outros regulamentos administrativos e práticas comerciais; e
- (c) certas condições internas de comercialização e certas disposições legais e administrativas internas que podem prejudicar o consumo.

(3) Tendo presente os objetivos acima mencionados e as disposições do parágrafo (4) deste Artigo, os Membros esforçar-se-ão por dar prosseguimento à redução das tarifas aplicáveis ao café, ou por adotar outras medidas destinadas a eliminar os obstáculos que se opõem ao aumento do consumo.

(4) Levando em consideração seus interesses comuns e no espírito do Anexo A.II.1 da Ata final da primeira Conferência das Nações Unidas sobre Comércio e Desenvolvimento, os Membros se comprometem a buscar os meios necessários para que os obstáculos ao desenvolvimento do comércio

e do consumo, mencionados no parágrafo (2) do presente Artigo, possam ser progressivamente reduzidos e finalmente, sempre que possível, eliminados, ou para que seus efeitos sejam consideravelmente atenuados.

(5) Os Membros informam o Conselho de todas as medidas adotadas para a execução das disposições deste Artigo.

(6) Para atingir os objetivos deste Artigo, o Conselho pode formular recomendações aos Membros e deve examinar os resultados obtidos na primeira sessão do ano cafeeiro 1969-70.

CAPÍTULO XII - POLÍTICA E DISCIPLINA DE PRODUÇÃO

Artigo 48

Política e disciplina de produção

(1) Todo o Membro produtor se compromete a ajustar a sua produção de café a nível que não exceda o necessário para atender ao consumo interno, às exportações permitidas e aos estoques a que se refere o Artigo 49.

(2) Antes de 31 de dezembro de 1968, todo o Membro exportador submeterá à Junta Executiva a meta de produção que se propõe adotar para o ano cafeeiro de 1972-73, tomando como base os elementos definidos no parágrafo (1) deste Artigo. Tal meta será considerada como aprovada, a menos que, antes da primeira sessão que o Conselho realizar depois de 31 de dezembro de 1968, venha a ser rejeitada pela Junta Executiva por maioria distribuída simples. A Junta Executiva informará o Conselho das metas de produção que tiverem sido assim adotadas. Se a meta de produção sugerida por um Membro exportador for rejeitada pela Junta Executiva, esta recomendará uma meta de produção para esse Membro exportador. Em sua primeira sessão posterior a 31 de dezembro de 1968, a ser realizada o mais tardar até 31 de março de 1969, deverá o Conselho, por maioria distribuída de dois terços e à luz das recomendações feitas pela Junta, fixar metas de produção individuais aos Membros exportadores, cujas propostas não tenham sido aprovadas pela Junta ou que não tenham apresentado propostas de metas de produção.

(3) Até que sua meta de produção seja aprovada pela Organização ou fixada pelo Conselho, nos termos do parágrafo (2) d'este Artigo, nenhum Membro exportador poderá beneficiar de qualquer aumento de seu direito anual de exportação acima do nível de seu direito anual de exportação que vigore em 1º de abril de 1969.

(4) O Conselho fixa metas de produção aos Membros exportadores que venham a aderir ao Convênio, e pode fixar metas de produção aos Membros produtores que não sejam Membros exportadores.

(5) O Conselho mantém sob exame constante as metas de produção fixadas ou aprovadas nos termos d'este Artigo, modificando-as, na medida das necessidades, a fim de assegurar que a soma das metas individuais seja compatível com a estimativa das necessidades mundiais.

(6) Os Membros se comprometem a respeitar as metas individuais de produção fixadas ou aprovadas nos termos d'este Artigo, e todo o Membro produtor adotará, para esse fim, as políticas e as medidas que considere necessárias. As metas individuais de produção fixadas ou aprovadas nos termos d'este Artigo não representam um mínimo obrigatório, nem conferem qualquer direito a níveis específicos de exportação.

(7) Os Membros produtores prestam à Organização, na forma e nos prazos que o Conselho determinar, informações periódicas sobre as medidas tomadas para disciplinar a produção e respeitar as metas individuais de produção fixadas ou aprovadas nos termos d'este Artigo. O Conselho procede à avaliação destas e de outras informações pertinentes e, em consequência dessa avaliação, adota as medidas de caráter geral ou específico que considere necessárias ou convenientes.

(8) Se o Conselho se certificar de que um Membro produtor não está adotando as medidas necessárias ao cumprimento das disposições d'este Artigo, esse Membro não beneficia de qualquer aumento subsequente de seu direito anual de exportação, e seu direito de voto poderá ser suspenso nos termos do parágrafo (7) do Artigo 59, até que o Conselho se satisfaça de que o Membro está cumprindo suas obrigações relativas

a Este Artigo. Se, porém, decorrido novo prazo que venha a ser fixado pelo Conselho, se verificar que o Membro em apreço ainda não adotou as providências necessárias para executar uma política que atenda aos objetivos deste Artigo, o Conselho poderá exigir a retirada desse Membro da Organização, nos termos do Artigo 67.

(9) A Organização prestará aos Membros que assim o requeiram, e nas condições que o Conselho determine, toda a assistência que estiver ao seu alcance, para que sejam alcançados os objetivos deste Artigo.

(10) Os Membros importadores se comprometem a cooperar com os Membros exportadores em seus planos para ajustar a produção de café, conforme disposto no parágrafo (1) deste Artigo. Em particular, os Membros não deverão conceder assistência financeira ou técnica direta, nem apoiar propostas no sentido de que tal assistência seja prestada por qualquer organismo internacional a que pertengam, quando tal assistência for destinada a políticas de produção contrárias aos objetivos deste Artigo, quer seja ou não Membro da Organização Internacional do Café o país beneficiário. A Organização manterá estreito contacto com os organismos internacionais interessados, a fim de assegurar a maior cooperação possível desses organismos para a execução deste Artigo.

(11) Todas as decisões previstas neste Artigo, com exceção do especificado em seu parágrafo (2), são tomadas por maioria distribuída de dois terços.

CAPÍTULO XIII - REGULAMENTAÇÃO DE ESTOQUES

Artigo 49

Política de estoques

(1) Para complementar as disposições do Artigo 48, o Conselho pode estabelecer, por maioria distribuída de dois terços, diretrizes a seguir com relação aos estoques de café dos países Membros produtores.

(2) O Conselho adota as medidas necessárias a verificar anualmente o volume dos estoques de café em poder de cada Membro exportador, de acordo com os métodos que estabelece. Os Membros interessados devem facilitar a realização dessa verificação anual.

(3) Os Membros produtores devem assegurar que existem, em seus respectivos países, instalações apropriadas ao armazenamento adequado dos estoques de café.

CAPÍTULO XIV - OBRIGAÇÕES DIVERSAS DOS MEMBROS

Artigo 50

Consultas e cooperação com o comércio

(1) A Organização mantém estreita ligação com as organizações não-governamentais pertinentes que se ocupam do comércio internacional do café e com os peritos em assuntos cafeeiros.

(2) Os Membros devem exercer as suas atividades abrangidas pelas disposições do Convênio em harmonia com as práticas comerciais correntes. No exercício dessas atividades, devem esforçar-se por levar em consideração os interesses legítimos do comércio cafeeiro.

Artigo 51

Operações de troca

De modo a impedir que seja ameaçada a estrutura geral de preços, os Membros devem abster-se de efetuar operações de troca direta e individualmente vinculadas, e que envolvam a venda de café a mercados tradicionais.

Artigo 52

Misturas e substitutos

(1) Os Membros não devem manter em vigor quaisquer regulamentos que exijam a mistura, o tratamento ou a utilização de outros produtos com o café, para revenda comercial como café. Os Membros devem esforçar-se por proibir a venda e a propaganda, sob o nome de café, de produtos que contenham menos do equivalente a 90 por cento de café verde como matéria-prima básica.

(2) O Diretor-Executivo submete ao Conselho um relatório anual sobre a observância das disposições deste Artigo.

(3) O Conselho pode recomendar a qualquer Membro a adoção das medidas necessárias para assegurar a observância das disposições deste Artigo.

CAPÍTULO XV - FINANCIAMENTO ESTACIONAL

Artigo 53

Financiamento estacional

(1) O Conselho, a pedido de um Membro que participe de acordo bilateral, multilateral, regional ou inter-regional de financiamento estacional, examina tal acordo com o propósito de verificar sua compatibilidade com as obrigações do Convênio.

(2) O Conselho pode fazer recomendações aos Membros a fim de resolver qualquer conflito de obrigações que possa surgir.

(3) Na base de informações prestadas pelos Membros interessados, e se assim o julgar conveniente e adequado, o Conselho pode fazer recomendações gerais com o propósito de auxiliar os Membros que necessitem de financiamento estacional.

CAPÍTULO XVI - FUNDO DE DIVERSIFICAÇÃO

Artigo 54

Fundo de Diversificação

(1) Fica estabelecido pelo presente Artigo o Fundo de Diversificação da Organização Internacional do Café a fim de alcançar o objetivo de limitar a produção de café, de forma a estabelecer um equilíbrio razoável entre a oferta e a procura mundiais. O Fundo será regido por estatutos a serem aprovados pelo Conselho, o mais tardar até 31 de dezembro de 1968.

(2) A participação no Fundo é obrigatória para toda a Parte Contratante que não seja Membro importador e cujo direito de exportação seja superior a 100.000 sacas. A participação voluntária no Fundo, das Partes Contratantes não abrangidas por esta disposição, e as contribuições provenientes de outras origens, ficarão condicionadas a acordo entre o Fundo e as partes interessadas.

(3) Todo o Participante exportador sujeito a participação obrigatória contribui para o Fundo, em prestações trimestrais, com um montante equivalente a 60 centavos de dólar dos E.U.A. por saca da quantidade, acima de 100.000 sacas, por ele realmente exportada, em cada ano cafeeiro, com destino a mercados sob regime de quota. As contribuições são pagas durante cinco anos consecutivos, a partir do ano cafeeiro 1968-69. Por uma maioria de dois terços dos votos, o Fundo pode aumentar a taxa de contribuição até um limite que não exceda 1 dólar dos E.U.A. por saca. A contribuição anual de cada um dos Participantes exportadores é calculada, inicialmente, tomando como base o seu respectivo direito de exportação em 1º de outubro do ano a que corresponde a contribuição. Esse cálculo inicial fica sujeito a revisão, com base no volume efetivo de café exportado pelo Participante com destino a mercados sob regime de quota durante o ano a que corresponde a contribuição, e qualquer ajustamento que seja necessário fazer nas contribuições é aplicado no ano cafeeiro seguinte. A primeira prestação trimestral da contribuição anual relativa ao

ano cafeeiro 1968-69 é devida a partir de 1º de janeiro de 1969, devendo ser liquidada o mais tardar até 28 de fevereiro de 1969.

(4) A contribuição de cada um dos Participantes exportadores será utilizada em programas ou projetos aprovados pelo Fundo e executados em seu respectivo território, devendo, em todo o caso, vinte por cento da contribuição ser postos à disposição do Fundo em moeda livremente conversível para aplicação em quaisquer programas ou projetos aprovados pelo Fundo. Além disso, dentro dos limites a serem fixados pelos Estatutos, uma percentagem das contribuições é paga ao Fundo em moeda livremente conversível para cobrir suas despesas administrativas.

(5) A percentagem da contribuição a ser paga em moeda livremente conversível, nos termos do parágrafo (4) dêste Artigo, pode ser aumentada por acordo mútuo entre o Fundo e o Participante exportador interessado.

(6) No início do terceiro ano de operação do Fundo, o Conselho examinará os resultados obtidos nos dois primeiros anos, podendo então proceder à revisão das disposições dêste Artigo, com o objetivo de aperfeiçoá-las.

(7) Os Estatutos do Fundo devem prever:

- (a) a suspensão das contribuições, em relação com modificações determinadas no nível de preços do café;
- (b) o pagamento ao Fundo, em moeda livremente conversível, de qualquer parcela da contribuição que não tenha sido utilizada pelo Participante interessado; e
- (c) disposições que permitam delegar, quando conveniente, funções e atividades do Fundo a uma ou mais instituições financeiras internacionais.

(8) A menos que o Conselho decida de outro modo, todo o Participante exportador que não cumpra as obrigações dêste Artigo tem seus direitos de voto no Conselho suspensos e não pode beneficiar de qualquer aumento de seu direito de exportação. Se o Participante

exportador não cumpre as suas obrigações por um período contínuo de um ano, deixa, noventa dias depois, de ser Parte do Convênio, a menos que o Conselho decida de outro modo.

(9) As decisões do Conselho com base nas disposições deste Artigo são adotadas por maioria distribuída de dois terços.

CAPÍTULO XVII - INFORMAÇÕES E ESTUDOS

Artigo 55

Informações

(1) A Organização serve de centro para a coleta, o intercâmbio e a publicação de:

- (a) informações estatísticas relativas à produção, aos preços, às exportações e importações, à distribuição e ao consumo de café no mundo; e
- (b) na medida em que o julgar conveniente, informações técnicas sobre o cultivo, a preparação e a utilização do café.

(2) O Conselho pode solicitar aos Membros as informações sobre o café que considere necessárias às suas atividades, inclusive relatórios estatísticos periódicos sobre a produção, as exportações e importações, a distribuição, o consumo, os estoques e os impostos, mas não publica nenhuma informação que permita a identificação de atividades de pessoas ou empresas que produzam, industrializem ou comercializem o café. Os Membros prestarão as informações solicitadas da maneira mais minuciosa e precisa possível.

(3) Se um Membro deixar de prestar, ou encontrar dificuldades em prestar, dentro de um prazo razoável, informações estatísticas ou outras solicitadas pelo Conselho e necessárias ao bom funcionamento da Organização, o Conselho poderá solicitar ao Membro em aprêgo que explique as razões da não observância. Se considerar necessário prestar assistência técnica na matéria, o Conselho poderá adotar as medidas pertinentes.

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Artigo 56

Estudos

(1) O Conselho pode promover estudos relativos: à economia da produção e da distribuição do café; ao impacto de medidas governamentais nos países produtores e consumidores sobre a produção e o consumo de café; às oportunidades para o aumento do consumo de café tanto para usos tradicionais como para novos usos; e aos efeitos do funcionamento do Convénio sobre países produtores e consumidores de café, inclusive no que se refere a seus térmos de troca.

(2) A Organização pode estudar a possibilidade de estabelecer padrões mínimos de qualidade para as exportações dos Membros produtores. O Conselho pode discutir recomendações nesse sentido.

CAPÍTULO XVIII - DISPENSA DE OBRIGAÇÕES

Artigo 57

Dispensa de obrigações

(1) O Conselho pode, por maioria distribuída de dois terços, dispensar um Membro de uma obrigação em virtude de circunstâncias excepcionais ou de emergência, razões de força maior, obrigações constitucionais ou obrigações internacionais decorrentes da Carta das Nações Unidas com respeito a territórios administrados sob o regime de tutela.

(2) Ao conceder dispensa a um Membro, o Conselho deve indicar explicitamente os térmos, as condições e o prazo de duração da dispensa.

(3) O Conselho não considera pedidos de dispensa de obrigações relativas a quotas, fundamentados na existência, num país Membro, em um ou mais anos, de produção exportável superior às respectivas exportações permitidas, ou que sejam consequência do não cumprimento pelo Membro das disposições dos Artigos 48 e 49.

CAPÍTULO XIX - CONSULTAS, LITÍGIOS E RECLAMAÇÕES

Artigo 58

Consultas

Todo o Membro acolherá favoravelmente as diligências que possam ser feitas por outro Membro sobre toda a matéria relacionada com o Convênio e proporcionará oportunidades adequadas para a realização de consultas a elas relativas. No decurso de tais consultas, a pedido de qualquer das partes e com o assentimento da outra, o Diretor-Executivo constituirá uma comissão independente, que utilizará seus bons ofícios para conciliar as partes. As despesas com a comissão não podem ser imputadas à Organização. Se uma das partes não concordar em que o Diretor-Executivo constitua a comissão, ou se as consultas não conduzirem a uma solução, a matéria pode ser encaminhada ao Conselho, de acordo com o Artigo 59. Se as consultas conduzirem a uma solução, será apresentado relatório ao Diretor-Executivo, que o distribuirá a todos os Membros.

Artigo 59

Litígios e reclamações

(1) Todo o litígio relativo à interpretação ou aplicação do Convênio que não possa ser resolvido através de negociação será, a pedido de qualquer um dos Membros litigantes, submetido à decisão do Conselho.

(2) Sempre que um litígio fôr encaminhado ao Conselho, de acordo com o parágrafo (1) dêste Artigo, a maioria dos Membros, ou Membros que disponham de pelo menos um terço do número total de votos, podem solicitar que o Conselho, depois de debater o caso e antes de tomar uma decisão, obtenha o parecer da comissão consultiva, mencionada no parágrafo (3) dêste Artigo, sobre as questões em litígio.

(3) (a) A menos que o Conselho decida unânimemente em contrário, integram a comissão consultiva:

(i) duas pessoas designadas pelos Membros exportadores, das quais uma com grande experiência em assuntos do tipo a que se refere o litígio, e a outra com autoridade e experiência jurídica;

(ii) duas pessoas com idênticas qualificações, designadas, pelos Membros importadores; e

(iii) um presidente escolhido por unanimidade pelas quatro pessoas designadas segundo as alíneas (i) e (ii) ou, em caso de desacordo, pelo Presidente do Conselho.

(b) Cidadãos dos países cujos governos são Partes Contratantes do Convênio podem integrar a comissão consultiva.

(c) As pessoas designadas para a comissão consultiva atuam a título pessoal e não recebem instruções de nenhum governo.

(d) As despesas da comissão consultiva são pagas pela Organização.

(4) O parecer fundamentado da comissão consultiva é submetido ao Conselho, que decide o litígio depois de ponderadas todas as informações pertinentes.

(5) Toda a reclamação no sentido de que um Membro deixou de cumprir as obrigações decorrentes do Convênio, é, a pedido do Membro que apresentar a reclamação, encaminhada ao Conselho para decisão.

(6) Qualquer decisão no sentido de que um Membro violou as obrigações do Convênio é tomada por maioria distribuída simples. Qualquer conclusão que demonstre haver violação do Convênio deve igualmente especificar a natureza dessa violação.

(7) Se considerar que um Membro violou o Convênio, o Conselho poderá, sem prejuízo das demais medidas coercitivas previstas em outros Artigos do Convênio, suspender, por maioria distribuída de dois terços,

os direitos de voto desse Membro no Conselho, bem como o seu direito de dispor de seus votos na Junta, até que o Membro cumpra com as suas obrigações, ou pode ainda adotar medidas para a sua retirada compulsória, nos termos do Artigo 67.

(8) Qualquer Membro pode solicitar a opinião prévia da Junta Executiva em qualquer questão que seja objeto de litígio ou reclamação, antes da matéria ser debatida pelo Conselho.

CAPÍTULO XX - DISPOSIÇÕES FINAIS

Artigo 60

Assinatura

O Convênio fica aberto à assinatura de qualquer governo que seja Parte Contratante do Convênio Internacional do Café de 1962, até o dia 31 de março de 1968 inclusive, na sede das Nações Unidas.

Artigo 61

Ratificação

O Convênio fica sujeito à aprovação, ratificação ou aceitação dos governos signatários, ou de qualquer outra Parte Contratante do Convênio Internacional do Café de 1962, de acordo com os seus respectivos processos constitucionais. Com exceção do disposto no parágrafo (2) do Artigo 62, os instrumentos de aprovação, ratificação ou aceitação devem ser depositados junto ao Secretário-Geral das Nações Unidas até, o mais tardar, 30 de setembro de 1968.

Artigo 62

Entrada em vigor

(1) O Convênio entra definitivamente em vigor em 1º de outubro de 1968 entre os governos que tiverem depositado os seus instrumentos de

aprovação, ratificação ou aceitação, desde que, nessa data, tais governos representem pelo menos vinte Membros exportadores com, no mínimo, 80 por cento dos votos dos Membros exportadores e pelo menos dez Membros importadores com, no mínimo 80 por cento dos votos dos Membros importadores. A distribuição de votos para esse fim consta do Anexo C. Alternativamente, desde que satisfeitas as exigências deste parágrafo, o Convênio entra definitivamente em vigor a qualquer momento posterior à sua vigência provisória. O Convênio entra definitivamente em vigor para qualquer outro governo que venha a depositar um instrumento de aprovação, ratificação, aceitação ou adesão posteriormente à entrada em vigor definitiva do Convênio entre outros governos, a partir da data desse depósito.

(2) O Convênio pode entrar provisoriamente em vigor a 1º de outubro de 1968. Para tal fim, é considerada como tendo efeito idêntico ao de um instrumento de aprovação, ratificação ou aceitação, uma notificação, recebida pelo Secretário-Geral das Nações Unidas até 30 de setembro de 1968 e feita por qualquer governo signatário ou por qualquer outra Parte Contratante do Convênio Internacional do Café de 1962, que contenha o compromisso de aplicar provisoriamente o Convênio e de procurar obter a aprovação, ratificação ou aceitação, de acordo com os respectivos processos constitucionais, com a máxima brevidade possível. O governo que se comprometer a aplicar provisoriamente o Convênio fica autorizado a depositar um instrumento de aprovação, ratificação ou aceitação e passa a ser provisoriamente considerado Parte do Convênio até 31 de dezembro de 1968, a menos que antes dessa data deposite o competente instrumento de aprovação, ratificação ou aceitação.

(3) Se, em 1º de outubro de 1968, o Convênio não tiver entrado em vigor, definitiva ou provisoriamente, os governos que tiverem feito o depósito dos instrumentos de aprovação, ratificação ou aceitação, ou que tiverem enviado notificações comprometendo-se a aplicar provisoriamente o Convênio e a obter a aprovação, ratificação ou aceitação, podem,

logo após aquela data, realizar consultas, a fim de examinar as medidas exigidas pela situação e decidir, por acordo mútuo, se o Convênio passa a vigorar entre êles. De igual modo, caso o Convênio tenha entrado em vigor provisoriamente, mas não definitivamente, em 31 de dezembro de 1968, os governos que tiverem feito o depósito dos seus instrumentos de aprovação, ratificação, aceitação ou adesão podem realizar consultas, a fim de examinar as medidas exigidas pela situação e decidir, por acordo mútuo, se, entre êles, o Convênio continua a vigorar provisoriamente ou passa a vigorar definitivamente.

Artigo 63

Adesão

(1) O governo de qualquer Estado Membro das Nações Unidas, ou de qualquer de suas agências especializadas, pode aderir a este Convênio, nas condições que o Conselho venha a fixar. Ao estabelecer tais condições, o Conselho, no caso de um país exportador não mencionado no Anexo A, fixa-lhe disposições relativas a quotas. Se tal país exportador estiver mencionado no Anexo A, a ele se aplicam as respectivas disposições sobre quotas mencionadas nesse Anexo, a menos que o Conselho, por maioria distribuída de dois terços, decida de outro modo. Até o mais tardar 31 de março de 1969, ou em qualquer outra data que venha a ser determinada pelo Conselho, qualquer Membro importador Parte do Convênio Internacional do Café de 1962 pode aderir ao Convênio nas mesmas condições em que teria podido aprovar, ratificar ou aceitar o Convênio; caso aplique provisoriamente o Convênio, passa a ser provisoriamente considerado como Parte do mesmo, até 31 de março de 1969, a menos que antes dessa data deposito o competente instrumento de adesão.

(2) O governo que depositar um instrumento de adesão deve, ao fazer o depósito, indicar se adere à Organização como Membro exportador ou como Membro importador, tal como definido nos parágrafos (7) e (8) do Artigo 2.

Artigo 64**Reservas**

Nenhuma das disposições do Convênio está sujeita a reservas.

Artigo 65**Notificações relativas aos territórios dependentes**

(1) Todo o governo pode, por ocasião da assinatura ou do depósito do seu instrumento de aprovação, ratificação, aceitação ou adesão, ou em qualquer data posterior, notificar ao Secretário-Geral das Nações Unidas que o Convênio se aplica a quaisquer territórios por cujas relações internacionais é responsável; a partir da data dessa notificação, o Convênio se aplica aos referidos territórios.

(2) Toda a Parte Contratante que deseje exercer os direitos que lhe cabem, de acordo com o disposto no Artigo 4, com respeito a qualquer dos seus territórios dependentes, ou que deseje autorizar um de seus territórios dependentes a participar de um Grupo-Membro constituído segundo os Artigos 5 ou 6, pode fazê-lo mediante notificação nesse sentido ao Secretário-Geral das Nações Unidas por ocasião do depósito do seu instrumento de aprovação, ratificação, aceitação ou adesão, ou em data posterior.

(3) Toda a Parte Contratante que tenha feito declaração nos termos do parágrafo (1) dêste Artigo pode, posteriormente, mediante notificação ao Secretário-Geral das Nações Unidas, declarar que o Convênio deixa de se aplicar ao território indicado na notificação; a partir da data dessa notificação, o Convênio deixa de se aplicar a tal território.

(4) O governo de um território ao qual seja aplicado o Convênio de acordo com o disposto no parágrafo (1) dêste Artigo, e que posteriormente se torne independente, pode, dentro de noventa dias após a independência, declarar, mediante notificação ao Secretário-Geral das Nações Unidas, que assume os direitos e obrigações de uma Parte Contratante do Convênio. A partir da data da notificação, esse governo se torna Parte do Convênio.

Artigo 66

Retirada voluntária

Tôda a Parte Contratante pode retirar-se do Convênio a qualquer momento, mediante notificação, por escrito, de sua retirada ao Secretário-Geral das Nações Unidas. A retirada se torna efetiva noventa dias após o recebimento da notificação.

Artigo 67

Retirada compulsória

Caso se certifique de que um Membro deixou de cumprir as obrigações que lhe impõe o Convênio e que isto prejudica seriamente o funcionamento do Convênio, o Conselho pode, por maioria distribuída de dois terços, exigir a retirada de tal Membro da Organização. O Conselho notifica imediatamente essa decisão ao Secretário-Geral das Nações Unidas. Noventa dias após a data da decisão do Conselho, o Membro deixa de pertencer à Organização e, se fôr Parte Contratante, deixa de participar do Convênio.

Artigo 68

Acérto de contas com Membros que se retirem

(1) O Conselho faz o acérto de contas com qualquer Membro que se retire. A Organização retém quaisquer importâncias já pagas pelo Membro em apreço, que fica obrigado a pagar quaisquer importâncias que deva à Organização na data em que tal retirada se tornar efetiva; todavia, no caso de uma Parte Contratante que não possa aceitar uma emenda e, consequentemente, se retire ou deixe de participar do Convênio, de acordo com o disposto no parágrafo (2) do Artigo 70, o Conselho pode fazer qualquer acérto de contas que considere equitativo.

(2) O Membro que se houver retirado ou tiver deixado de participar do Convênio não tem direito a qualquer parte do produto da liquidação ou de outros haveres da Organização no momento em que terminar o Convênio, de acordo com o Artigo 69.

Artigo 69

Vigência e término

(1) O Convenio permanece em vigor até 30 de setembro de 1973, a menos que prorrogado, de acordo com o parágrafo (2) dêste Artigo, ou antes terminado, de acordo com o parágrafo (3).

(2) Depois de 30 de setembro de 1972, o Conselho pode, pela maioria dos Membros que representem pelo menos a maioria distribuída de dois terços dos votos, renegociar o Convênio ou prorrogá-lo, com ou sem modificação, pelo prazo que determine. Qualquer Parte Contratante, ou qualquer território dependente que seja Membro ou integrante de um Grupo-Membro e em cujo nome não tenha sido feita notificação de aceitação desse Convênio renegocciando ou prorrogado até a data de sua entrada em vigor, deixa, a partir dessa data, de participar do Convênio.

(3) O Conselho pode, a qualquer momento e pela maioria dos Membros que representem pelo menos a maioria distribuída de dois terços dos votos, terminar o Convênio, e, se assim o decidir, fixará a data em que o Convênio termina.

(4) O Conselho continuará em existência, não obstante haver terminado o Convênio, pelo tempo que fôr necessário para liquidar a Organização, acertar as suas contas e dispor de seus haveres; durante esse período, o Conselho tem os poderes e as funções que para isso sejam necessários.

Artigo 70

Emendas

(1) O Conselho pode, por maioria distribuída de dois terços, recomendar às Partes Contratantes uma emenda do Convênio. A emenda entra

em vigor cem dias após haver o Secretário-Geral das Nações Unidas recebido notificações de aceitação de Partes Contratantes que representem pelo menos 75 por cento dos países exportadores, que detenham pelo menos 85 por cento dos votos dos Membros exportadores, e de Partes Contratantes que representem pelo menos 75 por cento dos países importadores, que detenham pelo menos 80 por cento dos votos dos Membros importadores. O Conselho pode fixar às Partes Contratantes prazo para que notifiquem ao Secretário-Geral das Nações Unidas a sua aceitação da emenda; se a emenda não houver entrado em vigor dentro desse prazo, é considerada como retirada. O Conselho presta ao Secretário-Geral as informações necessárias para que seja determinado se uma emenda entrou ou não em vigor.

(2) Qualquer Parte Contratante, ou qualquer território dependente que seja Membro ou integrante de um Grupo-Membro, e em cujo nome não tenha sido feita notificação de aceitação de uma emenda até à data de sua entrada em vigor, deixa, a partir dessa data, de participar do Convênio.

Artigo 71

Notificações pelo Secretário-Geral das Nações Unidas

O Secretário-Geral das Nações Unidas notifica a todas as Partes Contratantes do Convênio Internacional do Café de 1962, e a todos os outros governos de Estados Membros das Nações Unidas ou de qualquer de suas agências especializadas todo depósito de instrumento de aprovação, ratificação, aceitação ou adesão, bem como as datas em que o Convênio entra em vigor provisória ou definitivamente. O Secretário-Geral das Nações Unidas informa igualmente a todas as Partes Contratantes de qualquer notificação feita nos termos dos Artigos 5, parágrafo (2) do Artigo 62, 65, 66 ou 67, bem como da data em que o Convênio é prorrogado ou terminado, segundo o Artigo 69, e da data em que uma emenda entra em vigor, de acordo com o Artigo 70.

Artigo 72

Disposições suplementares e transitórias

(1) O presente Convênio é continuação do Convênio Internacional do Café de 1962.

(2) A fim de facilitar a continuação ininterrupta do Convênio de 1962:

- (a) têm validade, a menos que modificados por disposições do presente Convênio, todos os atos praticados pela Organização ou em seu nome, ou por qualquer de seus órgãos, com base no Convênio de 1962, o que estejam em vigor em 30 de setembro de 1968 e cujo término não esteja fixado para essa data;
- (b) serão tomadas na última sessão ordinária que o Conselho realizar no ano cafeeiro de 1967-68 e aplicadas em base provisória, como se o presente Convênio já estivesse em vigor, todas as decisões que o Conselho deva tomar durante o ano cafeeiro de 1967-68 para aplicação no ano cafeeiro 1968-69.

EM FÉ DO QUE os abaixo assinados, devidamente autorizados por seus respectivos governos, firmaram este Convênio nas datas que aparecem ao lado de suas assinaturas.

Os textos deste Convênio em espanhol, francês, inglês, português e russo são igualmente autênticos. Os originais ficam depositados nos arquivos das Nações Unidas, e o Secretário-Geral das Nações Unidas expede cópias autenticadas a todos os governos signatários do Convênio ou que a ele venham a aderir.

ANEXO A

Quotas básicas de exportação^{1/}
 (milhares de sacas de 60 quilos)

| | |
|---|---------------|
| Brasil | 20.926 |
| Burundi ^{2/} | 233 |
| Camarões | 1.000 |
| Colômbia | 7.000 |
| Congo (República Democrática) ^{2/} | 1.000 |
| Costa do Marfim | 3.073 |
| Costa Rica | 1.100 |
| El Salvador | 1.900 |
| Equador | 750 |
| Etiópia | 1.494 |
| Guatemala | 1.800 |
| Guiné (quota básica de exportação a ser estabelecida pelo Conselho) | |
| Haiti | 490 |
| Honduras | 425 |
| Índia | 423 |
| Indonésia | 1.357 |
| México | 1.760 |
| Nicarágua | 550 |
| Peru | 740 |
| Portugal | 2.776 |
| Quênia | 860 |
| República Centro-Africana | 200 |
| República Dominicana | 520 |
| República Malgaxe | 910 |
| Ruanda ^{2/} | 150 |
| Tanzânia | 700 |
| Togo | 200 |
| Uganda | 2.379 |
| Venezuela ^{2/} | 325 |
| Total | <u>55.041</u> |

1/ De acordo com as disposições do Artigo 31 (1), os seguintes países exportadores não têm quota básica de exportação, atribuindo-se-lhes no ano 1968-69 as seguintes quotas de exportação: Bolívia 50.000 sacas; Congo (Brazzaville) 25.000 sacas; Cuba 50.000 sacas; Daomé 33.000 sacas; Gabão 25.000 sacas; Gana 51.000 sacas; Jamaica 25.000 sacas; Libéria 60.000 sacas; Nigéria 52.000 sacas; Panamá 25.000 sacas; Paraguai 70.000 sacas; Serra Leoa 82.000 sacas; Trindade e Tobago 69.000 sacas.

2/ Depois de apresentarem à Junta Executiva prova satisfatória de que possuem produção exportável superior a 233.000, 1.000.000, 50.000, 150.000 e 325.000 sacas, respectivamente, será concedido a Burundi, Congo (República Democrática), Cuba, Ruanda e Venezuela, direito anual de exportação não superior ao que lhes teria sido reconhecido na hipótese de que suas quotas básicas fizessem de 350.000, 1.300.000, 200.000, 260.000 e 475.000 sacas, respectivamente. Em nenhuma circunstância, todavia, os aumentos concedidos a esses países poderão ser tomados em consideração para calcular a distribuição de votos.

ANEXO B

Países de destino não-sujeitos a quotas, mencionados no
Artigo 40, Capítulo VII

As áreas geográficas que constituem países não sujeitos a quotas para os fins do Covêncio são:

Arábia Saudita
Bahrein
Botsuana
Catar
Ceilão
China (continental)
China (Taiwan)
Coréia do Norte
Hungria
Iraão
Iraque
Japão
Kuweit
Lesoto
Malauí
Mascate e Omã
Omã da Tréguia
Polônia
República da Coréia
República Sul-Africana
Rodésia
România
Somália
Suazilândia
Sudão
Sudoeste da África
Tailândia
União das Repúblicas Socialistas Soviéticas
Zâmbia

Nota: As abreviações acima destinam-se a ter significação puramente geográfica e não implicam conotação política de nenhuma natureza.

DISTRIBUIÇÃO DE VOTOS

ANEXO C

| PAÍS | EXPORTADOR | IMPORTADOR |
|----------------------------------|----------------------|------------|
| Argentina | - | 15 |
| Austrália | - | 9 |
| Austrália | - | 11 |
| Bélgica * | - | 28 |
| Bolívia | 4 | - |
| Brasil | 332 | - |
| Burundi | 8 | - |
| Canadá | - | 32 |
| Chipre | - | 5 |
| Colômbia | 114 | - |
| Congo (República Democrática do) | 20 | - |
| Costa Rica | 21 | - |
| Cuba | 4 | - |
| Dinamarca | - | 23 |
| Ecuador | 16 | - |
| El Salvador | 34 | - |
| Espanha | - | 21 |
| Estados Unidos da América | - | 400 |
| Etiópia | 27 | - |
| Finlândia | - | 21 |
| França | - | 84 |
| Gana | 4 | - |
| Guatemala | 32 | - |
| Guiné | 4 | - |
| Haiti | 12 | - |
| Honduras | 11 | - |
| India | 11 | - |
| Indonésia | 25 | - |
| Israel | - | 7 |
| Itália | - | 47 |
| Jamaica | 4 | - |
| Japão | - | 18 |
| Líbia | 4 | - |
| México | 32 | - |
| Nicarágua | 13 | - |
| Nigéria | 4 | - |
| Noruega | - | 16 |
| Nova Zelândia | - | 6 |
| OAMCAF | (68) ^{1/} | - |
| OAMCAF | (4) ^{1/} | - |
| Camarões | 15 | - |
| Congo (Brazzaville) | 1 | - |
| Costa do Marfim | 47 | - |
| Dacmê | 1 | - |
| Gâmbia | 1 | - |
| República Centro-Africana | 3 | - |
| República Malgaxe | 13 | - |
| Togo | 3 | - |
| Países Baixos | - | 35 |
| Panamá | 4 | - |
| Peru | 16 | - |
| Portugal | 48 | - |
| Quênia | 17 | - |
| Reino Unido | - | 32 |
| República Dominicana | 12 | - |
| República Federal da Alemanha | - | 101 |
| Ruanda | 6 | - |
| Serra Leoa | 4 | - |
| Suécia | - | 38 |
| Suiça | - | 19 |
| Tanzânia | 15 | - |
| Tchecoslováquia | - | 9 |
| Trindade e Tobago | 4 | - |
| Tunísia | - | 6 |
| Uganda | 41 | - |
| U.R.S.S. | - | 16 |
| Venezuela | 9 | - |
| TOTAL | 996 | 1.000 |

* Inclui o Luxemburgo

^{1/} Votos básicos que não podem ser atribuídos a Partes Contratantes individuais de acordo com o Artigo 5 (4) (b)

**МЕЖДУНАРОДНОЕ СОГЛАШЕНИЕ 1968 ГОДА
ПО КОФЕ**



ОРГАНИЗАЦИЯ ОБЪЕДИНЕННЫХ НАЦИЙ

1968

МЕЖДУНАРОДНОЕ СОГЛАШЕНИЕ 1968 ГОДА ПО КОФЕ

Преамбула

Участвующие в настоящем Соглашении правительства,

признавая исключительное значение кофе для хозяйства многих стран, доходы которых от экспорта и, следовательно, продолжение выполнения программ развития которых в социальной и экономической областях зависят в значительной мере от этого товара,

полагая, что тесное международное сотрудничество по сбыту кофе будет стимулировать разностороннее развитие экономики стран, производящих кофе, и, таким образом, способствовать укреплению политических и экономических связей между производителями и потребителями,

усматривая, что есть основание ожидать тенденции к устойчивому несоответствию между производством и потреблением, на-
коплению обременительных запасов и резким колебанием цен, которые могут причинять ущерб как производителям, так и потребителям,

считая, что, при отсутствии международных мероприятий, это положение не может быть исправлено силами, normally действующими на рынке,

отмечая проведенные Международным советом по кофе переговоры об обновлении Международного соглашения 1962 года по кофе,

согласились о нижеследующем:

TIAS 6584

ГЛАВА I - ЦЕЛИ

Статья 1

Цели

Настоящее Соглашение имеет следующие цели:

- 1) установить надлежащее соотношение между спросом и предложением на такой основе, которая обеспечивала бы потребителям достаточное предложение кофе, а производителям - рынки для сбыта кофе по подходящим ценам, и создавала бы продолжительное равновесие между производством и потреблением;
- 2) устранить серьезные затруднения, причиняемые обременительными излишками и слишком резкими колебаниями цен на кофе в ущерб интересам как производителей, так и потребителей;
- 3) способствовать развитию производительных ресурсов, а также созданию и сохранению занятости и дохода в странах-участницах, помогая, таким образом, установлению справедливой заработной платы, более высокого жизненного уровня и лучших условий труда;
- 4) содействовать увеличению покупательной способности экспортirующих кофе стран поддержанием цен на справедливых уровнях и увеличением потребления;
- 5) поощрять всеми возможными средствами потребление кофе и
- 6) вообще, ввиду существования связи между торговлей кофе и экономической устойчивостью рынков на продукты промышленности, способствовать международному сотрудничеству в связи с мировыми проблемами кофе.

ГЛАВА II – ОПРЕДЕЛЕНИЯ

Статья 2

Определения

В этом Соглашении:

1) под кофе понимаются бобы и костянки кофейного дерева, в оболочке, зеленые или обжаренные, включая размолотый, декофеинизированный, жидкий и растворимый кофе; эти термины имеют следующие значения:

- a) под "зеленым кофе" понимается всякий кофе в форме очищенного боба до обжарки;
- b) под "костянками кофе" понимаются цельные плоды кофейного дерева; для установления эквивалента зеленого кофе в костянках кофе следует помножать чистый вес высушенных костянок кофе на 0,50;
- c) под "кофе в оболочке" понимается зеленый кофейный боб в твердой внутренней оболочке; для установления эквивалента зеленого кофе в кофе в оболочке следует помножать чистый вес зеленого кофе на 0,80;
- d) под "обжаренным кофе" понимается зеленый кофе, обжаренный в какой-либо степени, включая кофе размолотый; для установления эквивалента зеленого кофе в обжаренном кофе следует помножать чистый вес обжаренного кофе на 1,19;
- e) под "декофеинизированным кофе" понимается зеленый, обжаренный или растворимый кофе, из которого был удален кофеин; для установления эквивалента зеленого кофе в декофеинизированном кофе следует помножать чистый вес декофеинизированного кофе в зеленой форме

на 1,00, декофеинизированного кофе в обжаренной форме - на 1,19, а декофеинизированного кофе в растворимой форме - на 3,00;

- f) под "жидким кофе" понимаются растворимые в воде твердые частицы, извлеченные из обжаренного кофе и обращенные в жидкую форму; для установления эквивалента зеленого кофе в жидкое следует помножать чистый вес высушенных твердых частиц кофе, содержащихся в жидком кофе, на 3,00;
 - g) под "растворимым кофе" понимаются высушенные растворимые в воде твердые частицы, извлеченные из обжаренного кофе; для установления эквивалента растворимого кофе в зеленом кофе следует помножать чистый вес растворимого кофе на 3,00;
- 2) под "мешком" понимается 60 килограммов или 132,276 фунта зеленого кофе; под "тонной" понимается метрическая тонна в 1 000 килограммов или 2 204,6 фунта; под "фунтом" понимается 453,597 грамма;
- 3) под "кофейным годом" понимается годичный период с 1 октября по 30 сентября включительно, а под "первым кофейным годом" - кофейный год, начинаящийся 1 октября 1962 года;
- 4) под "экспортом кофе" понимается, за исключением случаев, предусмотренных в статье 38, всякая отправка кофе с территории той страны, где это кофе было выращено;
- 5) под "Организацией" понимается Международная организация по кофе, под "Советом" - Международный совет по кофе и под "Комитетом" - Исполнительный комитет, созданные согласно статье 7 этого Соглашения;

6) под "участником" понимается или Договаривающаяся Сторона, или зависимая территория или зависимые территории, об отдельном участии которых было заявлено согласно статье 4, или две или несколько Договаривающихся Сторон или зависимых территорий или и тех и других, участвующих в Организации как групповой участник согласно статье 5 или 6;

7) под "участниками, экспортирующими кофе", или "странами, экспортирующими кофе", понимаются, соответственно, участники или страны, являющиеся чистыми экспортерами кофе, т.е. такие, экспорт которых превышает импорт;

8) под "участниками, импортирующими кофе", или "странами, импортирующими кофе", понимаются, соответственно, участники или страны, являющиеся чистыми импортерами кофе, т.е. такие, импорт которых превышает экспорт;

9) под "участниками, производящими кофе", или "странами, производящими кофе", понимаются, соответственно, участники или страны, выращивающие кофе в значительных, с коммерческой точки зрения, количествах;

10) под "простым комплексным большинством голосов" понимается большинство голосов, поданных присутствовавшими и участвовавшими в голосовании участниками, экспортирующими кофе, и большинство голосов, поданных присутствовавшими и участвовавшими в голосовании участниками, импортирующими кофе, подсчитанных раздельно;

11) под "комплексным большинством в две трети голосов" понимается большинство в две трети голосов, поданных присутствовавшими и участвовавшими в голосовании участниками, экспортирующими кофе, и большинство в две трети голосов, поданных присутствовавшими и участвовавшими в голосовании участниками, импортирующими кофе, подсчитанных раздельно;

12) под "вступлением в силу" имеется в виду, за исключением тех случаев, когда из контекста вытекает иное, тот день, когда это Соглашение впервые вступает в силу, временно или окончательно;

13) под "экспортной продукцией" понимается вся продукция кофе экспортирующей страны в данный кофейный год за вычетом количества, предназначенного для внутреннего потребления в том же году;

14) под " наличием для экспорта" понимается экспортная продукция экспортирующей страны в данный кофейный год вместе с запасами, образовавшимися за предыдущие годы;

15) под "экспортной нормой" понимается все количество кофе, которое участнику разрешено экспортовать на основании различных положений настоящего Соглашения, за исключением экспортных поставок, которые в соответствии с положениями статьи 40 не дебетуются квотам;

16) под "разрешенным экспортом" понимаются фактические экспортные поставки в пределах экспортной нормы;

17) под "допустимым экспортом" понимается сумма разрешенного экспорта и экспорта, который согласно положениям статьи 40 не дебетуется квотам.

ГЛАВА III - УЧАСТИЕ

Статья 3

участие в Организации

1) Каждая Договаривающаяся Сторона, вместе с теми зависимыми территориями, на которые это Соглашение распространяется согласно пункту 1 статьи 65, является отдельным участником Организации, поскольку иное не предусматривается в статье 4. 5 или 6.

2) Участник может изменить свою категорию членства, ранее объявленную при утверждении, ратификации, акцептования Соглашения или присоединении к нему, на одобренных Советом условиях.

3) При обращении двух или более импортирующих членов с просьбой об изменении формы их участия в Соглашении и/или их представительства в Организации, Совет, несмотря на другие положения Соглашения, может после консультации с заинтересованными членами определить условия, подлежащие применению к такому изменившемуся участию и/или представительству.

Статья 4

Отдельное участие в отношении зависимых территорий

Любая Договаривающаяся Сторона, являющаяся чистым импортером кофе, может в любое время, посредством надлежащего уведомления согласно пункту 2 статьи 65, заявить, что она существует в Организации отдельно в отношении каких-либо из ее зависимых территорий, являющихся чистыми экспортёрами кофе и ею поименованных. В таком случае метропольная территория

и ее не поименованные таким образом зависимые территории будут иметь общее участие, а ее поименованные таким образом зависимые территории, индивидуально или коллективно - как указано в уведомлении, будут иметь отдельное участие.

Статья 5

Групповое участие по вступлению в Организацию

1) Две или несколько Договаривающихся Сторон, являющихся чистыми экспортерами кофе, могут, посредством надлежащего уведомления Генерального секретаря Организации Объединенных Наций при депонировании своих соответствующих ратификационных грамот или грамот о присоединении и Совета на его первой сессии, заявить, что они вступают в Организацию в качестве группового участника. Зависимая территория, на которую это Соглашение было распространено согласно пункту 1 статьи 65, может войти в состав такого группового участника, если правительство государства, ответственного за ее международные отношения, сделает об этом надлежащее уведомление согласно пункту 2 статьи 65. Такие Договаривающиеся Стороны и зависимые территории должны отвечать следующим условиям:

- a) они должны заявить о своем желании принять ответственность, как индивидуально, так и как группа, по обязательствам группы;
- b) они должны впоследствии представить Совету достаточные доказательства того, что эта группа имеет организацию, необходимую для проведения общей политики по кофе, и что у них имеются средства для выполнения, вместе с другими членами этой группы, своих обязательств по этому Соглашению; и

- с) они должны впоследствии представить Совету доказательства того, что или
 - 1) они были признаны как группа в каком-либо предшествующем международном соглашении по кофе, или
 - ii) они имеют:
 - а) общую или координированную коммерческую и экономическую политику в отношении кофе; и
 - б) координированную денежную и финансовую политику, равно как и органы, необходимые для проведения такой политики, и Совет убеждается таким образом в том, что соответствующий групповой участник может поддерживать дух группового участия и выполнять соответствующие обязательства группы.

2) Групповой участник является отдельным участником Организации, с тем исключением, что каждый член группы рассматривается как отдельный участник, поскольку это касается всех вопросов, возникающих на основании следующих постановлений:

- а) главы XII, XIII и XIV;
- б) статьи 10, 11 и 19 главы IV; и
- с) статьи 68 главы XX.

3) Договаривающиеся Стороны и зависимые территории, вступившие в качестве группового участника, должны указать правительство или организацию, которое или которая будет представлять их в Совете, поскольку речь идет о каких-либо вопросах,

возникающих согласно этому Соглашению, кроме вопросов, указанных в пункте 2 настоящей статьи.

4) Групповому участнику принадлежат следующие права, касающиеся голосования:

- a) групповой участник имеет столько же основных голосов, сколько имеет отдельная страна-участница, вступающая в Организацию индивидуально. Эти голоса присваиваются представляющему соответствующую группу правительству или организации и осуществляются таким правительством или организацией;
- b) в случае голосования по любому вопросу, возникшему согласно постановлениям, указанным в пункте 2 настоящей статьи, члены группового участника могут раздельно пользоваться голосами, распределенными между ними согласно постановлениям пункта 3 статьи 12, таким образом, как если бы каждый являлся индивидуальным участником Организации, за исключением основных голосов, которые остаются присвоенными только представляющему соответствующую группу правительству или организации.

5) Любая Договаривающаяся Сторона или зависимая территория, являющаяся членом группового участника, может, посредством уведомления Совета, выйти из соответствующей группы и стать отдельным участником. Такой выход вступает в силу по получении этого уведомления Советом. В случае такого выхода из группы и в том случае, если какой-либо член соответствующей группы перестает, вследствие выхода из Организации или по иной причине, быть таким членом, оставшиеся члены этой группы могут ходатайствовать перед Советом о сохранении этой группы, и эта группа продолжает существовать, если Совет не отклонит это

ходатайство. В случае ликвидации какого-либо группового участника каждый член соответствующей группы становится отдельным участником. Участник, переставший быть членом группы, не может, пока это Соглашение остается в силе, снова стать членом какой-либо группы.

Статья 6

Последующее групповое участие

Двое или несколько участников, экспортирующих кофе, могут в любое время после вступления этого Соглашения для них в силу, ходатайствовать перед Советом об образовании группового участника. Совет удовлетворяет это ходатайство, если установит, что эти участники сделали заявление и представили доказательства, отвечающие требованиям пункта 1 статьи 5. После удовлетворения этого ходатайства на данного группового участника распространяются постановления пунктов 2, 3, 4 и 5 указанной статьи.

ГЛАВА IV – ОРГАНИЗАЦИЯ И УПРАВЛЕНИЕ

Статья 7

Местопребывание и структура Международной организации по кофе

1) Международная организация по кофе, учрежденная на основании Соглашения 1962 года, продолжает свое существование в целях проведения в жизнь положений настоящего Соглашения и наблюдения за его действием.

2) Местопребыванием Организации является Лондон, если Совет комплексным большинством в две трети голосов не примет иного решения.

3) Организация функционирует через посредство Международного совета по кофе, его Исполнительного комитета, его Исполнительного директора и его персонала.

Статья 8

Состав Международного совета по кофе

1) Вышим органом Организации является Международный совет по кофе, состоящий из всех участников Организации.

2) Каждый участник представлен в этом Совете представителем и одним или несколькими заместителями представителя. Кроме того, любой участник может назначать одного или нескольких советников, которые сопровождали бы его представителя или заместителей представителя.

Статья 9

Права и функции Совета

1) Носителем всех прав, прямо предусматриваемых в этом Соглашении, является Совет, который имеет права и выполняет функции, необходимые для проведения в жизнь постановлений этого Соглашения.

2) Совет, комплексным большинством в две трети голосов, устанавливает необходимые для проведения в жизнь постановлений этого Соглашения и отвечающие этому Соглашению правила и положения, включая свои собственные правила процедуры и финансовые положения Организации, а также ее положения о персонале. В своих правилах процедуры Совет может предусмотреть порядок разрешения определенных вопросов без созыва заседаний.

3) Совет, далее, ведет необходимые для выполнения его функций по этому Соглашению записи и такие другие записи, какие признает желательными, а также опубликовывает годовой отчет.

Статья 10

Выборы председателя и заместителей председателя Совета

1) Совет избирает, на каждый кофейный год, председателя и первого, второго и третьего заместителей председателя.

2) Как общее правило, председатель и первый заместитель председателя избираются или из числа представителей участников, экспортирующих кофе, или из числа представителей участников, импортирующих кофе, а второй и третий заместители председателя избираются из числа представителей другой категории участников. Каждый кофейный год эти должности переходят от одной из этих двух категорий участников к другой.

3) Председатель или исполняющий обязанности председателя заместитель председателя не имеет права участвовать в голосовании. Его заместитель осуществляет, в таком случае, право голоса, принадлежащее соответствующему участнику.

Статья 11

Сессии Совета

Как общее правило, Совет два раза в год собирается на очередные сессии. Он может собираться на специальные сессии, если выносит об этом постановление. Кроме того, специальные сессии созываются в тех случаях, когда этого требует Исполнительный комитет, или какие-либо пять участников, или участник

или участники, которым принадлежит не менее 200 голосов.

Кроме случаев крайней срочности, уведомление о предстоящей сессии совершается не менее, чем за тридцать дней. Сессии происходят в местопребывании Организации, если Совет не постановит иначе.

Статья 12

Голоса

1) Участники, экспортирующие кофе, имеют вместе 1 000 голосов, и участники, импортирующие кофе, имеют вместе 1 000 голосов, и эти голоса распределяются среди участников каждой категории, т.е. по принадлежности, среди участников, экспортирующих кофе, и участников, импортирующих кофе, согласно постановлениям следующих пунктов настоящей статьи.

2) Каждому участнику принадлежит пять основных голосов, при условии, что общее число основных голосов участников каждой категории не превышает 150. Если окажется, что число участников, экспортирующих кофе, или число участников, импортирующих кофе, будет больше тридцати, то число основных голосов каждого участника соответствующей категории изменяется таким образом, чтобы число основных голосов участников каждой категории не превышало максимума в 150.

3) Остальные голоса участников, экспортирующих кофе, распределяются между этими участниками пропорционально их соответствующим основным экспортным квотам, с тем, однако, исключением, что в случае голосования по какому-либо вопросу, возникающему согласно постановлениям, указанным в пункте 2 статьи 5, оставшиеся голоса группового участника распределяются между членами соответствующей группы пропорционально доле

каждого из них в основной экспортной квоте этого группового участника. Экспортирующий член, которому не была установлена основная квота, не имеет доли в этих остальных голосах.

4) Остакшиеся голоса участников, импортирующих кофе, распределяются между этими участниками пропорционально среднему количеству кофе, импортированного каждым из них за предшествующий трехгодичный период.

5) Распределение голосов производится Советом в начале каждого кофейного года и остается в силе в течение этого года, за исключением случаев, предусматриваемых в пункте 6 настоящей статьи.

6) Во всех случаях, когда происходят изменения в составе Организации или приостанавливается или восстанавливается право голоса какого-либо участника согласно постановлениям статьи 25, 38, 45, 48, 54 или 59, Совет производит перераспределение голосов в соответствии с настоящей статьей.

7) Никто из участников не может иметь больше 400 голосов.

8) Дробление голосов не допускается.

Статья 13

Порядок голосования в Совете

1) Каждый представитель вправе подать столько голосов, сколько принадлежит представляющему им участнику, и не может делить голоса последнего. Он может, однако, голосовать иначе, когда осуществляет право голоса согласно пункту 2 настоящей статьи.

2) Каждый участник, экспортирующий кофе, может уполномочить любого другого участника, экспортирующего кофе, и каждый участник, импортирующий кофе, может уполномочить любого другого участника, импортирующего кофе, представлять его интересы и осуществлять его право голоса на любом заседании или заседаниях Совета. Ограничение, предусматриваемое в пункте 7 статьи 12, к этому случаю не относится.

Статья 14

Постановления Совета

1) Все постановления Совета принимаются и все рекомендации делаются простым комплексным большинством голосов, если иное не предусматривается в этом Соглашении.

2) В отношении любого действия Совета, для которого требуется в соответствии с Соглашением комплексное большинство в две трети голосов, применяется следующая процедура:

- a) если комплексного большинства в две трети голосов не получается вследствие подачи голосов "против" тремя или меньшим числом участников, экспортирующих кофе, или тремя или меньшим числом участников, импортирующих кофе, то предложение ставится, если Совет примет большинством голосов присутствующих участников и простым комплексным большинством голосов постановление об этом, снова на голосование в течение 48 часов;
- b) если комплексного большинства в две трети голосов снова не получается вследствие подачи голосов "против" двумя или одним участником, импортирующим кофе, или двумя или одним участником, экспортирующим кофе, то предложение ставится, если Совет

примет большинством голосов присутствующих участников и простым комплексным большинством голосов постановление об этом, снова на голосование в течение 24 часов;

- c) если комплексного большинства в две трети голосов не получается при третьем голосовании вследствие подачи голоса "против" одним участником, экспортирующим кофе, или одним участником, импортирующим кофе, то предложение считается принятным;
- d) если Совет не ставит предложение на новое голосование, оно считается отклоненным.

3) Участники обязуются признавать обязательными все постановления, вынесенные Советом на основании этого Соглашения.

Статья 15

Состав Комитета

1) В состав Исполнительного комитета входят восемь участников, экспортирующих кофе, и семь участников, импортирующих кофе, которые избираются на каждый кофейный год в соответствии со статьей 16. Члены Комитета могут быть переизбраны.

2) Каждый член Комитета назначает одного представителя и одного или нескольких заместителей представителя.

3) Совет назначает на каждый кофейный год председателя Комитета, который может быть назначен снова. Он не имеет права участвовать в голосовании. Если какой-либо представитель назначен в председатели, право участвовать в голосовании вместо него принадлежит его заместителю.

4) Нормально Комитет заседает в местопребывании Организации, но может заседать и в других местах.

Статья 16

Выборы Комитета

1) Выборы участников, экспортирующих кофе, и участников, импортирующих кофе, в Комитет производятся в Совете участников Организации, экспортирующими кофе, и ее участниками, импортирующими кофе, по принадлежности. В пределах каждой категории выборы производятся согласно следующим пунктам настоящей статьи.

2) Каждый участник подает все голоса, на которые он имеет право согласно статье 12, за какого-либо одного кандидата. Любой участник может подать за другого кандидата любые голоса, которыми он пользуется согласно пункту 2 статьи 13.

3) Восемь кандидатов, получивших наибольшее число голосов, считаются избранными, но никакой кандидат не считается избранным при первом голосовании, если не получит по крайней мере 75 голосов.

4) Если согласно постановлениям пункта 3 настоящей статьи при первом голосовании избирается меньше восемью кандидатов, то производятся новые голосования, при которых право участвовать в голосовании имеют только те участники, которые не голосовали ни за одного из избранных уже кандидатов. При каждом новом голосовании минимум голосов, необходимых для избрания, последовательно сокращается на пять, пока не будет избрано восемь кандидатов.

5) Любой участник, который не голосовал ни за одного из избранных кандидатов, отдает свои голоса в пользу одного из них с соблюдением пунктов 6 и 7 настоящей статьи.

6) Участник считается получившим то число голосов, которое было первоначально подано за него, когда он был избран, и, кроме того, то число голосов, которое было отдано в его пользу, при условии, что общее число голосов за какого-либо избранного участника не будет больше 499.

7) Если голоса, которые считаются полученными каким-либо избранным участником, превышали бы иначе число 499, то участники, которые голосовали за этого избранного участника или отдали в его пользу свои голоса, договариваются между собой о том, что один или несколько из них возьмут свои голоса от этого участника и отдадут их в пользу другого избранного участника с тем, чтобы голоса, полученные каждым избранным участником, не превышали предела в 499.

Статья 17

Компетенция Комитета

1) Комитет ответствен перед Советом и работает под общим руководством последнего.

2) Совет может, постановлением простого комплексного большинства голосов, передать Комитету осуществление каких-либо или всех своих прав, кроме прав на ниже следующее:

- a) утверждение административного бюджета и определение взносов согласно статье 24;
- b) определение квот в соответствии с настоящим Соглашением, за исключением поправок, вносимых на основании положений пункта 3 статьи 35 и статьи 37;

- c) приостановление права голоса участника согласно статьям 45 и 59;
 - d) установление или пересмотр производственных заданий для отдельных стран и всего мира в соответствии со статьей 48;
 - e) установление политики в отношении запасов в соответствии со статьей 49;
 - f) отмена обязательств участников в соответствии со статьей 57;
 - g) разрешение споров на основании статьи 59;
 - h) определение условий присоединения согласно статье 63;
 - i) принятие решения, требующего выхода участника в соответствии со статьей 67;
 - j) продление или прекращение Соглашения в соответствии со статьей 69;
 - k) представление участникам рекомендаций в соответствии со статьей 70.
- 3) Совет простым комплексным большинством голосов может в любое время отменить любое делегирование полномочий Комитету.

Статья 18

Порядок голосования в Комитете

- 1) Каждый член Комитета вправе подать столько голосов, сколько им было получено согласно постановлениям пунктов 6 и 7 статьи 16. Голосование на основании полномочия не допускается. Член Комитета не может дробить свои голоса.

2) Для принятия Комитетом какого-либо решения необходимо такое большинство голосов, какое было бы необходимо, если бы это решение принималось Советом.

Статья 19

Кворум в Совете и Комитете

1) В Совете кворум есть присутствие на заседании большинства участников, представляющих комплексное большинство в две трети всех голосов. Если не будет кворума в день, назначенный для открытия какой-либо сессии Совета, или если в течение какой-либо сессии Совета не будет кворума на трех последовательных заседаниях, то Совет должен собраться через семь дней, по истечении которых и в течение оставшегося для этой сессии времени кворумом будет присутствие большинства участников, представляющих простое комплексное большинство голосов. Представительство согласно пункту 2 статьи 13 считается присутствием.

2) В Комитете кворум есть присутствие на заседании большинства членов, представляющих комплексное большинство в две трети всех голосов.

Статья 20

Исполнительный директор и персонал

1) Совет по рекомендации Комитета назначает исполнительного директора. Срок полномочий исполнительного директора определяется Советом, но должен быть сходен с теми, которые существуют для соответствующих должностных лиц в аналогичных межправительственных организациях.

2) Исполнительный директор есть главное административное должностное лицо Организации и несет ответственность за исполнение любых обязанностей, падающих на него при применении этого Соглашения.

3) Исполнительный директор назначает персонал согласно положению, изданному Советом.

4) Ни исполнительный директор, ни какой-либо работник персонала не должны иметь никакой материальной заинтересованности в кофейной промышленности, торговле кофе или перевозке кофе.

5) При исполнении своих обязанностей исполнительный директор и персонал не должны ни испрашивать, ни принимать указаний ни от какого участника и ни из какого иного источника вне Организации. Они должны воздерживаться от каких-либо действий, которые могут отразиться на их положении международных служащих, ответственных перед Организацией. Каждый участник обязуется уважать исключительно международный характер обязанностей исполнительного директора и персонала и не пытаться оказывать на них влияние при исполнении ими этих обязанностей.

Статья 21

Сотрудничество с другими организациями

Совет может осуществлять любые мероприятия, желательные для консультации и сотрудничества с Организацией Объединенных Наций и ее специализированными учреждениями, равно как и с соответствующими другими межправительственными организациями. Совет может предлагать этим организациям и вообще любым организациям, интересующимся кофе, командировать своих наблюдателей на его заседания.

ГЛАВА V - ПРИВИЛЕГИИ И ИММУНИТЕТЫ

Статья 22

Привилегии и иммунитеты

1) Организация является юридическим лицом. В частности, она правоспособна заключать договоры, приобретать и отсуждать движимое и недвижимое имущество и возбуждать судебные дела.

2) Правительство страны, в которой находится штаб-квартира Организации (в дальнейшем именуемое "принимающее правительство"), заключает с Организацией как можно скорее соглашение, подлежащее одобрению Совета, о статусе, привилегиях и иммунитетах Организации, о ее Исполнительном директоре, о ее персонале и о представителях участников в период их пребывания на территории принимающего правительства с целью исполнения своих обязанностей.

3) Соглашение, предусматриваемое в пункте 2 настоящей статьи, является независимым от настоящего Соглашения и предписывает условия его прекращения.

4) Если никакие другие меры по налогообложению не осуществляются в соответствии с соглашением, предусмотренным в пункте 2 настоящей статьи, принимающее правительство:

- a) освобождает от налогообложения вознаграждения, выплачиваемые Организацией своим служащим, за исключением того, что такое освобождение не распространяется на граждан этой страны; и
- b) освобождает от налогообложения активы, доходы и другую собственность Организации.

5) После одобрения соглашения, предусмотренного в пункте 2 настоящей статьи, Организация может заключать с одним или несколькими другими членами соглашения, подлежащие утверждению Советом, о таких привилегиях и иммунитетах, какие могут оказаться необходимыми для надлежащего выполнения Международного соглашения по кофе.

ГЛАВА VI - ФИНАНСЫ

Статья 23

Финансы

1) Расходы делегаций в Совете, представителей в Комитете и представителей в любых комиссиях Совета или Комитета несут соответствующие правительства.

2) Прочие необходимые для применения этого Соглашения расходы покрываются из определяемых согласно статье 24 ежегодных взносов участников. Однако Совет может устанавливать сборы за специальные услуги.

3) Финансовый год Организации совпадает с кофейным годом.

Статья 24

Утверждение бюджета и определение взносов

1) Во второй половине каждого финансового года Совет утверждает административный бюджет Организации на следующий финансовый год и определяет взнос каждого участника в этот бюджет.

2) Взнос каждого участника в бюджет на каждый финансовый год определяется по пропорциональному отношению числа голосов, принадлежащих этому участнику в момент утверждения бюджета на этот финансовый год, к общему числу голосов всех участников. Однако, если в начале того финансового года, на который определены взносы, происходит какое-либо изменение в распределении голосов между участниками согласно пункту 5 статьи 12, указанные взносы на этот год соответственно изменяются. При определении взносов голоса каждого участника подсчитываются без учета приостановления осуществления какими-либо участниками права голоса и без учета прошедшего в результате перераспределения голосов.

3) Первоначальный взнос любого участника, вступающего в Организацию после вступления в силу этого Соглашения, определяется Советом по числу голосов, которые должны принадлежать этому участнику, и времени, оставшемуся до конца текущего финансового года, но взносы, определенные на текущий финансовый год для других участников, изменению не подлежат.

Статья 25

Уплата взносов

1) Взносы в административный бюджет на каждый финансовый год уплачиваются в свободно обратимой валюте, и срок уплаты их наступает в первый день этого финансового года.

2) Если какой-либо участник не уплатит полностью своего взноса в административный бюджет в течение шести месяцев со дня срока уплаты этого взноса, то он временно, до уплаты им этого взноса, лишается как права голоса в Совете, так и права голосовать в Комитете. Однако, если Совет не вынесет

комплексным большинством в две трети голосов постановления о противном, такой участник не лишается никаких из своих других прав и не освобождается ни от каких своих обязанностей по этому Соглашению.

3) Любой участник, временно лишенный права голоса в соответствии с пунктом 2 настоящей статьи или в соответствии со статьями 38, 45, 48, 54 или 59, обязан, однако, уплатить свой взнос.

Статья 26

Проверка и опубликование отчетности

В кратчайший по возможности срок по окончании каждого финансового года Совету представляется на утверждение и для опубликования ведомость прихода и расхода Организации за этот финансовый год, проверенная контролерами со стороны.

ГЛАВА VII - РЕГУЛИРОВАНИЕ ЭКСПОРТА

Статья 27

Общие обязательства участников

1) Участники обязуются проводить свою торговую политику таким образом, чтобы могли осуществляться задачи, указанные в статье 1 и, в частности, в ее пункте 4. Они соглашаются, что желательно применять это Соглашение так, чтобы реальный доход от экспорта кофе мог быть прогрессивно увеличиваем и, таким образом, приводился бы в соответствие с их потребностями в иностранной валюте для поддержания их программ социального и экономического прогресса.

2) Участники соглашаются, что для достижения этих целей, путем предусматриваемого в настоящей главе установления квот и иными путями выполнения постановлений этого Соглашения, необходимо обеспечить, чтобы общий уровень цен на кофе не опускался ниже общего уровня этих цен за 1962 год.

3) Участники соглашаются, далее, что желательно обеспечивать потребителям цены, которые были бы справедливы и не препятствовали бы желаемому росту потребления.

Статья 28

Основные экспортные квоты

Начиная с 1 октября 1968 года экспортирующие страны будут иметь основные экспортные квоты, перечисленные в Приложении А.

Статья 29

Основная экспортная квота группового участника

Если две или несколько из перечисленных в приложении А стран образуют группового участника согласно статье 5, то основные экспортные квоты, указанные для этих стран в приложении А, должны быть сложены вместе и общая сумма их должна рассматриваться как единая квота по смыслу настоящей главы.

Статья 30**Установление годовых экспортных квот**

1) Не менее чем за 30 дней до начала каждого кофейного года Совет большинством в две трети голосов утверждает оценку общего мирового импорта и экспорта на следующий кофейный год и оценку вероятного экспорта из стран, не состоящих членами.

2) В свете этих оценок Совет незамедлительно устанавливает ежегодные годовые квоты для всех экспортирующих членов. Такие годовые экспортные квоты имеют такой же процент основных экспортных квот, указанных в Приложении А, за исключением тех экспортирующих членов, годовые квоты которых регулируются положениями пункта 2 статьи 31.

Статья 31**Дополнительные положения, касающиеся основных и годовых экспортных квот**

1) Основная квота устанавливается для экспортирующего члена, средний годовой разрешенный экспорт кофе которого за предыдущий трехлетний период составлял менее 100 000 мешков, и его годовая экспортная квота исчисляется в соответствии с пунктом 2 настоящей статьи. Когда годовая экспортная квота любого такого члена достигает 100 000 мешков, Совет устанавливает основную квоту для соответствующего экспортирующего члена.

2) Без ущерба для положений сноски 2 Приложения А к настоящему Соглашению каждый экспортирующий член, для которого не была установлена основная квота, имеет в 1968-1969 кофейном году квоту, указанную в сноске 1 Приложения А к настоящему Соглашению. В каждый последующий год квота,

регулирующимся положениями пункта 3 настоящей статьи, увеличивается на 10 процентов от первоначальной квоты, пока не будет достигнут максимум в 100 000 мешков, оговоренный в пункте 1 настоящей статьи.

3) Не позднее 31 июля каждого года каждый заинтересованный член уведомляет Исполнительного директора (для сведения Совета) о количестве кофе, которое могло бы оказаться в наличии для экспорта по квоте в течение следующего кофейного года. Квотой для следующего кофейного года является количество, указанное таким путем экспортирующим членом при условии, что такое количество не будет превышать допустимый предел, указанный в пункте 2 настоящей статьи.

4) Экспортирующие члены, которым не были установлены основные квоты, руководствуются положениями статей 27, 29, 32, 34, 35, 38 и 40.

5) Относящиеся к квотам постановления этого Соглашения не распространяются ни на какую подопечную территорию, управляемую на основании соглашения с Организацией Объединенных Наций об опеке, годовой экспорт которой в другие кроме управляющей державы страны не превышает 100 000 мешков, пока ее экспорт не превысит этого количества.

Статья 32

Установление квартальных экспортных квот

1) Немедленно после установления годовых экспортных квот Совет устанавливает для каждого участника, экспортирующего кофе, квартальные экспортные квоты с целью поддержания разумного равновесия между предложением и предполагаемым спросом в течение всего кофейного года.

2) Эти квоты должны, по возможности, приближаться к 25 процентам годовой экспортной квоты каждого участника в течение кофейного года. Никакому участнику не должно разрешаться экспортировать больше 30 процентов в первый квартал, 60 процентов - в первые два квартала и 80 процентов - в первые три квартала кофейного года. Если экспорт какого-либо участника за один квартал окажется меньше его квоты на этот квартал, то разница добавляется к его квоте на следующий квартал кофейного года.

Статья 33

Поправки к годовым экспортным квотам

Если условия рынка этого требуют, Совет может рассматривать квотную ситуацию и может изменять процент основных экспортных квот, определяемый согласно пункту 2 статьи 30. При этом Совет должен принимать во внимание любые вероятные недостачи кофе у участников.

Статья 34

Уведомление о недостаче кофе

1) Экспортирующие члены обязуются уведомлять Совет как можно раньше в кофейном году, но не позднее конца восьмого месяца этого года, равно как и в такие более поздние сроки, какие будут определены Советом, о том, имеют ли они в наличии достаточное количество кофе для того, чтобы полностью выполнить свою экспортную квоту на этот год.

2) Совет принимает эти уведомления во внимание при решении вопроса о том, изменять ли уровень экспортных квот согласно статье 33.

Статья 35

Изменение квартальных экспортных квот

- 1) При указанных в настоящей статье обстоятельствах Совет изменяет квартальные экспортные квоты, установленные для каждого участника согласно пункту 1 статьи 32.
- 2) Если Совет изменяет ежегодные экспортные квоты согласно статье 33, то это изменение должно быть отражено в квотах на текущий квартал, текущий и остальные кварталы или остальные кварталы кофейного года.
- 3) Кроме поправок, предусматриваемых в предшествующем пункте, Совет может, если находит, что положение на рынке этого требует, делать поправки среди текущих и оставшихся квартальных экспортных квот на тот же кофейный год, без изменения, однако, годовых экспортных квот.
- 4) Если ввиду исключительных обстоятельств какой-либо участник, экспортирующий кофе, считает, что ограничения, предусматриваемые в пункте 2 статьи 31, могут причинить серьезный вред его экономике, то Совет может, по ходатайству этого участника, принять надлежащие меры на основании статьи 60. Соответствующий участник должен представить доказательства вреда и дать достаточные гарантии относительно поддержания стабильности цен. Ни в каком случае, однако, Совет не должен разрешать никакому участнику экспортировать больше 35 процентов своей годовой экспортной квоты в первую четверть, 65 процентов — в первые два квартала и 85 процентов — в первые три квартала кофейного года.
- 5) Все участники признают, что повышения или понижения рыночных цен, происходящие в течение кратких периодов, могут слишком исказить основные тенденции цен, чрезвычайно

озабочивать как производителей, так и потребителей, и препятствовать достижению целей этого Соглашения. Поэтому, если подобные изменения в общем уровне цен происходят в течение кратких периодов, участники могут требовать созыва заседания Совета, который может, простым комплексным большинством голосов, изменить общий уровень действующих квартальных экспортных квот.

6) Если Совет находит, что резкие и необычные повышения или понижения общего уровня цен происходят вследствие искусственных манипуляций на рынке кофе посредством соглашений между импортерами или экспортерами или теми и другими, то он простым большинством голосов решает вопрос о том, какие следует принять коррективные меры для выправления общего уровня действующих квартальных экспортных квот.

Статья 36

Порядок изменения экспортных квот

1) За исключением случаев, предусмотренных в статьях 31 и 37, годовые экспортные квоты устанавливаются и изменяются на основе изменения основной экспортной квоты каждого члена в том же процентном отношении.

2) Общие изменения во всех квартальных экспортных квотах, совершаемые согласно пунктам 2, 3, 5 и 6 статьи 34, должны применяться пропорционально к индивидуальным квартальным экспортным квотам согласно соответствующим правилам, устанавливаемым Советом. В этих правилах должен учитываться различный процент годовых экспортных квот, который экспортировал различными участниками или который различные участники вправе экспорттировать в каждом квартале кофейного года.

3) Все постановления Совета об установлении и выправлении годовых и квартальных экспортных квот согласно статьям 30, 31, 32 и 34 выносятся, если иное не предусмотрено, комплексным большинством в две трети голосов.

Статья 37

Дополнительные положения об изменении экспортных квот

1) Кроме установления годовых экспортных квот в соответствии с оценками общего мирового импорта и экспорта на основании статьи 30 Совет стремится к обеспечению того, чтобы:

- a) виды кофе, которых требуют потребители, поставлялись им;
- b) цены на различные виды кофе были справедливыми; и
- c) резкие колебания цен в течение непродолжительных периодов не происходили.

2) Для достижения этих целей Совет может, несмотря на положения статьи 36, принять систему изменения годовых и квартальных квот в соответствии с изменением цен на основные виды кофе. Совет ежегодно устанавливает лимит, не превышающий пяти процентов, посредством которого могут быть уменьшены годовые квоты в соответствии с любой установленной таким образом системой. Для такой системы Совет может устанавливать дифференциальные цены и группы цен на различные виды кофе. При этом Совет учитывает, в частности, тенденции развития цен.

3) Постановления Совета, предусматриваемые положениями пункта 2 настоящей статьи, принимаются комплексным большинством в две трети голосов.

Статья 38

Соблюдение экспортных квот

1) Экспортирующие члены, для которых установлены квоты, принимают меры, необходимые для обеспечения полного соблюдения всех положений настоящего Соглашения, касающихся квот. Совет в дополнение к мерам, которые он может принять сам, может комплексным большинством в две трети голосов требовать, чтобы такие члены приняли дополнительные меры для эффективного выполнения системы квот, предусмотренной в настоящем Соглашении.

2) Экспортирующие члены не должны превышать установленных для них годовых или квартальных экспортных квот.

3) Если экспортирующий член превышает свою квоту на какой-либо квартал, Совет вычитает из одной или нескольких его последующих квот количество, равное 110 процентам этого превышения.

4) Если экспортирующий член в период действия соглашения второй раз превышает свою квартальную квоту, Совет вычитает из одной или нескольких его последующих квот количество, равное двойному объему такого превышения.

5) Если экспортирующий член в период действия соглашения в третий или большее число раз превысит свою квартальную квоту, Совет делает такие вычеты, какие предусмотрены в пункте 4 настоящей статьи, а право голоса такого члена приостанавливается до тех пор, пока Совет решит, принимать ли в соответствии со статьей 67 меры, требующие выхода такого члена из Организации.

6) В соответствии с устанавливаемыми Советом правилами вычеты из квот, предусмотренные в пунктах 3, 4, 5 настоящей статьи, и дополнительные меры согласно пункту 5 осуществляются Советом немедленно по получении им необходимой информации.

Статья 39

Отправка кофе из зависимых территорий

1) За исключением случая, предусматриваемого в пункте 2 настоящей статьи, отправка кофе из какой-либо зависимой территории участника в его метропольную территорию или в какую-либо другую из его зависимых территорий для внутреннего потребления там или в какой-либо другой из его зависимых территорий не считается экспортом кофе и не подлежит никаким вытекающим из экспортной квоты ограничениям, при условии, что соответствующий участник заключит удовлетворяющие Совет соглашения относительно контроля над реэкспортом и других вопросов, признанных Советом, имеющими отношение к применению настоящего Соглашения и возникающими из особых взаимоотношений между метропольной территорией этого участника и его зависимыми территориями.

2) Торговля кофе между участником и какой-либо из его зависимых территорий, являющейся, согласно статьям 4 и 5, отдельным участником Организации или членом группового участника, будет считаться, однако, экспортом кофе для целей этого Соглашения.

Статья 40

Экспорт, не дебетуемый квотам

1) В целях поощрения увеличения потребления кофе в определенных районах мира, имеющих низкое потребление на душу населения и значительный потенциал для расширения, экспорт в страны, перечисленные в Приложении В, при условии соблюдения положений подпункта 2г настоящей статьи, не дебетуется квотам. Совет ежегодно пересматривает Приложение В с целью определения, следует ли какую-либо страну или страны исключить или

включить, и может, если он об этом примет решение, принимать соответствующие меры.

2) Положения следующих подпунктов применимы к экспорту в страны, перечисленные в Приложении В:

- a) Совет ежегодно готовит оценку импорта для внутреннего потребления в странах, перечисленных в Приложении В, после ознакомления с результатами предыдущего года в отношении увеличения потребления кофе в таких странах с учетом вероятных результатов поощрительных кампаний и торговых соглашений. Совет может пересматривать эту оценку в течение года. Экспортирующие члены в целом не должны экспортировать в страны, перечисленные в Приложении В, больше, чем установлено Советом, и с этой целью Организация держит членов в курсе текущего экспорта в такие страны. Экспортирующие члены информируют Организацию не позднее чем через тридцать дней после истечения каждого месяца о всех экспортных поставках в каждую из стран, перечисленных в Приложении В, за этот месяц.
- b) Члены представляют такие статистические данные и другую информацию, какие могут потребоваться Организации для содействия ей в регулировании притока кофе в страны, перечисленные в Приложении В, и для обеспечения его потребления в таких странах.
- c) Экспортирующие члены стремятся провести переговоры об обновлении существующих торговых соглашений по возможности скорее, с тем чтобы включить в них положения, имеющие целью

воспрепятствовать реэкспорту кофе из стран, перечисленных в Приложении В, на традиционные рынки. Экспортирующие члены включают также такие положения во все новые торговые соглашения и во все новые договоры продажи, которые не охватываются торговыми соглашениями, независимо от того, ведутся ли переговоры о заключении таких договоров с частными торговцами или с правительственные организациями.

- d) Для сохранения постоянного контроля за экспортом в страны, перечисленные в Приложении В, экспортирующие члены четко маркируют все мешки с кофе, предназначенные для таких стран, словами "Новый рынок" и требуют дополнительных гарантий для предупреждения реэкспорта или отклонения в страны, не перечисленные в Приложении В. Совет может устанавливать надлежащие правила для этой цели. Все члены, кроме перечисленных в Приложении В, запрещают ввоз всех без исключения поставок кофе, исходящих непосредственно от стран, перечисленных в Приложении В или отвлеченных от них, или поставок, которые согласно знакам на мешках или экспортным документам первоначально были предназначены для какой-либо из стран, перечисленных в Приложении В, или которые сопровождаются удостоверением, указывающим пункт назначения в одной из стран, перечисленных в Приложении В, или с пометкой "Новый рынок".
- e) Совет ежегодно готовит подробный доклад о результатах развития рынков кофе в странах, перечисленных в Приложении В.

г) Если кофе, экспортируемый каким-либо членом в одну из стран, перечисленных в Приложении В, реэкспортируется или отвлекается в какую-либо страну, не указанную в Приложении В, Совет дебетует соответствующее количество квоте такого экспортирующего члена и кроме того может в соответствии с устанавливаемыми им правилами применить положения пункта 4 статьи 38. В случае повторения реэкспорта из той же страны, указанной в Приложении В, Совет расследует такой случай и, если найдет необходимым, может в любое время исключить такую страну из Приложения В.

3) Экспорт бобов кофе в качестве сырья для обрабатывающей промышленности для целей, не связанных с потреблением его людьми в виде напитков или продуктов питания, не дебетуется квотам, если Совет установит на основе информации, предоставленной экспортирующим членам, что бобы кофе действительно используются для таких других целей.

4) Совет может по заявлению экспортирующего члена решить, чтобы экспорт кофе этим членом для потребления в пищу или других некоммерческих целей, не дебетовался его квоте.

Статья 41

Региональные и межрегиональные соглашения о ценах

1) Региональные и межрегиональные соглашения между участниками, экспортирующими кофе, о ценах должны отвечать целям настоящего Соглашения и подлежат регистрации в Совете. В подобных соглашениях должны учитываться интересы как производителей, так и потребителей, а также цели настоящего Соглашения. Любой

участник Организации, который находит, что какие-либо из указанных соглашений могут иметь результаты, не отвечающие целям настоящего Соглашения, может потребовать, чтобы Совет обсудил их с соответствующими участниками на своей следующей сессии.

2) В консультации с участниками и любыми региональными организациями, к которым они принадлежат, Совет может рекомендовать шкалу дифференциальных цен на различные сорта и качества кофе, которую участники должны стараться проводить в жизнь в своей политике цен.

3) Если будут происходить, в течение кратких периодов, резкие колебания цен на те сорта и качества кофе, для которых была принята, в результате рекомендации, сделанной на основании пункта 2 настоящей статьи, шкала дифференциальных цен, то Совет может рекомендовать надлежащие меры для исправления положения.

Статья 42

Обследование тенденций рынка

Совет постоянно следит за тенденциями рынка кофе, для того чтобы рекомендовать политику цен, учитывая результаты, достигаемые посредством предусмотревшего в этом Соглашении механизма квот.

ГЛАВА VIII - УДОСТОВЕРЕНИЯ О ПРОИСХОЖДЕНИИ ТОВАРА
И О РЕЭКСПОРТЕ

Статья 43

Удостоверения о происхождении товара и о реэкспорте

1) Каждый экспорт кофе любым членом, на территории которого этот кофе выращен, сопровождается, в соответствии с устанавливаемыми Советом правилами, действительным удостоверением о происхождении, выданным компетентным органом, избранным этим членом, и одобренным Организацией. Каждый член определяет необходимое ему количество экземпляров удостоверения, а каждое подлинное удостоверение и все его копии должны иметь серийный номер. Если Совет не примет иного решения, подлинник удостоверения сопровождает экспортные документы, а копия незамедлительно представляется Организации этим членом, за исключением того, что подлинные удостоверения, касающиеся экспорта кофе в страны, не состоящие членами, направляются этим членом непосредственно Организации.

2) Каждый реэкспорт кофе тем или иным членом сопровождается, в соответствии с устанавливаемыми Советом правилами, действительным удостоверением о реэкспорте, выданным компетентным органом, избранным этим членом, и одобренным Организацией, подтверждшим, что указанное кофе импортируется в соответствии с положениями настоящего Соглашения. Каждый член определяет необходимое ему количество экземпляров удостоверения, и каждое подлинное удостоверение и все его копии должны иметь серийный номер. Если Совет не примет иного решения, подлинное удостоверение о реэкспорте сопровождает документы о реэкспорте, а копия незамедлительно направляется Организации соответствующим реэкспортирующим членом, за исключением того, что подлинные удостоверения о реэкспорте, касающиеся реэкспорта кофе в страну, не состоявшую членом, направляются непосредственно Организации.

3) Каждый член уведомляет Организацию о правительст-
венном или неправительственном органе, который будет осущест-
влять функции, указанные в пунктах 1 и 2 настоящей статьи.
Организация специально одобряет такой неправительственный орган
по представлению членом удовлетворительного доказательства о
способности и готовности этого органа выполнять обязанности
члена в соответствии с правилами и постановлениями, устанавлив-
аемыми настоящим Соглашением. Совет может в любое время,
если на то есть основания, объявить тот или иной конкретный
неправительственный орган больше неприемлемым для него. Совет
непосредственно или через признанную международную организацию
принимает все необходимые меры к тому, чтобы он в любое время
мог убедиться, что удостоверения о происхождении и удостовере-
ния о реэкспорте выдаются и используются правильно, и опреде-
лить количество кофе, экспортированного каждым членом.

4) Неправительственный орган, одобренный в качестве
удостоверяющего органа в соответствии с положениями пункта 3
настоящей статьи, хранит записи о выданных удостоверениях и об
основаниях их выдачи за период не менее двух лет. Чтобы полу-
чить одобрение в качестве удостоверяющего органа в соответст-
вии с положениями пункта 3 настоящей статьи, неправительствен-
ный орган должен сначала согласиться предоставить вышеуказанные
записи для ознакомления Организации.

5) Члены запрещают ввоз поставок кофе каким-либо другим
членам, независимо от того, импортируется ли он непосредственно
или через страну, не состоящую членом, которые не сопровождают-
ся действительным удостоверением о происхождении или реэкспорте,
выданным в соответствии с установленными Советом правилами.

6) На небольшие количества кофе в таких формах, какие могут быть определены Советом, или на кофе, предназначенный для непосредственного потребления на кораблях, самолетах и других международных средствах передвижения, положения пунктов 1 и 2 настоящей статьи не распространяются.

ГЛАВА IX - ОБРАБОТАННЫЙ КОФЕ

Статья 44

Меры, касающиеся обработанного кофе

1) Ни один член не имеет право применять правительственные меры в отношении своего экспорта или реэкспорта кофе к другому члену, что вместе взятое в отношении этого другого члена равносильно дискриминационному режиму в пользу обработанного кофе в сравнении с зеленым кофе. При применении этого положения члены должны надлежащим образом учитывать:

- a) освобождение на рынках, перечисленных в Приложении В к настоящему Соглашению;
 - b) дифференцированный режим у импортирующего члена в части, касающейся импорта или реэкспорта различных видов кофе;
- 2) а) если член считает, что положения пункта 1 настоящей статьи не выполняются, он может в письменном виде довести свою жалобу до сведения Исполнительного директора с подробным описанием причин своего мнения, а также с описанием мер, которые он считает необходимым принять. Исполнительный директор незамедлительно информирует того члена, в отношении которого поступила жалоба, и запрашивает его мнение.

Он оказывает содействие членам в достижении взаимно удовлетворительного решения и как можно скорее представляет Совету полный отчет, включая меры, которые, по мнению жалующегося члена, необходимо принять, а также мнение другой стороны.

- b) Если решение не найдено в течение 30 дней после получения уведомления Исполнительным директором, он не позднее 40 дней после получения такого уведомления создает арбитражную комиссию. Комиссия состоит из:
- i) одного лица, назначенного жалующимся членом;
 - ii) одного лица, назначенного членом, в отношении которого поступила жалоба;
 - iii) председателя, кандидатура которого взаимно согласовывается заинтересованными членами, или, при отсутствии такого согласия, — двумя лицами, назначенными в соответствии с подпунктами i и ii.
- c) Если комиссия полностью не будет создана в течение 45 дней после получения уведомления Исполнительным директором, остальные арбитры назначаются в течение десяти последующих дней Председателем Совета после консультаций с заинтересованными членами.
- d) Никто из арбитров не может быть должностным лицом какого-либо правительства, причастного к этому делу или заинтересованного в его исходе.
- e) Заинтересованные члены содействуют работе комиссии и представляют всю относящуюся к делу информацию.

- f) Арбитражная комиссия на основе всей имеющейся в ее распоряжении информации определяет в течение трех недель после ее создания, применяется ли и, если да, в какой мере дискриминационный режим.
 - g) Решение комиссии по всем вопросам существа или процедуры принимается в случае необходимости большинством голосов.
 - h) Исполнительный директор незамедлительно информирует заинтересованных членов и Совет о заключениях комиссии.
 - i) Расходы, связанные с арбитражной комиссией, покрываются за счет административного бюджета Организации.
- 3) a) Если установлено наличие дискриминационного режима, то соответствующему члену дается период в 30 дней после уведомления его о заключениях арбитражной комиссии на исправление положения в соответствии с заключениями комиссии. Этот член информирует Совет о мерах, которые он намечает принять.
- b) Если по истечении этого периода, по мнению жалующегося члена, положение не будет исправлено, он может после уведомления об этом Совета принять контрмеры, которые не должны выходить за пределы того, что необходимо для противодействия дискриминационному режиму, наличие которого установлено арбитражной комиссией, и не должны продолжаться дольше, чем существует дискриминационный режим.

с) Соответствующие члены информируют Совет о принятых ими мерах.

4) При применении контрмер члены обязуются должным образом учитывать нужды развивающихся стран для проведения политики, имеющей целью расширить базу их экономики, в частности, путем индустриализации и экспорта готовой продукции, а также делать все необходимое для достижения того, чтобы положения настоящей статьи справедливо применялись ко всем членам в аналогичной ситуации.

5) Ни одно из положений настоящей статьи не может рассматриваться как препятствующее тому или иному члену поднимать в Совете вопрос в соответствии с этой статьей или обращаться к статьям 58 или 59 при условии, что все такие меры не будут прерывать процедуры, начатой в соответствии с настоящей статьей без согласия заинтересованных членов, или препятствовать развертыванию такой процедуры, если предусмотренная статьей 59 процедура в отношении такого же вопроса не выполнена.

6) Всякие ограничения во времени в настоящей статье могут определяться по договоренности между заинтересованными членами.

ГЛАВА X – РЕГУЛИРОВАНИЕ ИМПОРТА

Статья 45

Регулирование импорта

1) Чтобы удержать экспортирующие страны, не состоящие членами Организации, от увеличения их экспорта за счет стран-членов, каждый член ограничивает свой годовой импорт кофе, произведенного в экспортирующих странах, не состоящих членами, количеством, не превышающим его среднего годового импорта из этих стран в течение 1960, 1961 и 1962 календарных годов.

2) Совет комплексным большинством в две трети голосов может приостановить или изменить эти количественные ограничения, если он найдет такие меры необходимыми для содействия целям настоящего Соглашения.

3) Совет готовит годовые доклады о количестве допустимого импорта кофе (который происходит из страны, не состоящей членом Организации) и квартальные доклады об импорте каждого импортирующего члена согласно положениям пункта 1 настоящей статьи.

4) Обязательства, содержащиеся в предыдущих пунктах настоящей статьи, не ущемляют каких-либо спорных двусторонних или многосторонних обязательств, принятых импортирующими членами по отношению к странам, не состоявшим членами до 1 августа 1962 года при условии, что каждый импортирующий член, который имеет такие спорные обязательства, будет выполнять их таким образом, чтобы свести до минимума расхождения с обязательствами предыдущих пунктов, и возможно скорее примет меры для согласования этих обязательств с обязательствами, содержащимися в указанных пунктах, и информирует Совет о деталях спорных обязательств и о мерах, принимаемых для сведения к минимуму или устранения такого расхождения.

5) Если импортирующий член не выполняет положений настоящей статьи, Совет комплексным большинством в две трети голосов может приостановить его право голоса и его право подачи голоса в Комитете.

ГЛАВА XI — УВЕЛИЧЕНИЕ ПОТРЕБЛЕНИЯ

Статья 46

Поощрение

- 1) Совет выступает инициатором содействия потребления кофе. Для достижения этого он может иметь отдельный Комитет с целью содействия потреблению в импортирующих странах всеми надлежащими средствами безотносительно к происхождению, виду или сорту кофе и с целью стремления к достижению и сохранению наивысшего качества и беспримесности напитка.
- 2) Следующие положения относятся к такому комитету:
 - a) расходы на поощрительные программы покрываются за счет взносов экспортirующих членов;
 - b) импортирующие члены также могут делать денежные взносы на поощрительную программу;
 - c) состав членов Комитета ограничивается членами, делавшими взносы на поощрительную программу;
 - d) масштабы и стоимость поощрительной программы пересматриваются Советом;
 - e) постановления комитета подлежат одобрению Советом;
 - f) комитет получает согласие члена до проведения компании в стране этого члена.
 - g) комитет контролирует все средства поощрения и утверждает все относящиеся к этому вопросу финансовые отчеты.
- 3) Обычные административные расходы на постоянный персонал Организации, занятый непосредственно в сфере поощрения, кроме расходов на его проезд в целях поощрения, производятся из административного бюджета Организации.

Статья 47

Устранение препятствий к потреблению

1) Члены признают первостепенное значение достижения наибольшего возможного увеличения потребления кофе в максимально короткие сроки, особенно посредством постепенного устранения всех препятствий, которые могут стоять на пути к такому увеличению.

2) Члены признают, что в настоящее время осуществляются меры, которые в большей или меньшей степени могут помешать расширению потребления кофе, в частности:

- a) применимые к кофе импортные мероприятия, включая преференциальные и иные тарифы, квоты, действие правительственный импортных монополий и официальных закупочных органов, а также другие административные постановления и коммерческая практика;
- b) экспортные мероприятия в отношении прямых или косвенных субсидий и другие административные постановления и коммерческая практика; и
- c) внутренние торговые условия и внутренние правовые и административные постановления, относящиеся к потреблению.

3) Учитывая вышеизложенные цели и положения пункта 4 настоящей статьи, члены должны стремиться к осуществлению тарифных сокращений на кофе или принятию других мер для устранения препятствий к широкому потреблению.

4) С учетом их взаимной заинтересованности и в духе Приложения A.II.1 Заключительного акта первой Конференции Организации Объединенных Наций по торговле и развитию, члены обязуются искать пути и средства, с помощью которых можно было бы постепенно уменьшать и в конечном счете, когда это

окажется возможным, устраниТЬ препятствия к расширению торговли и потреблению, о которых говорится в пункте 2 настоящей статьи, или с помощью которых можно было бы значительно уменьшить их влияние.

5) Члены информируют Совет о всех мерах, принимаемых для осуществления положений настоящей статьи.

6) Для содействия целям настоящей статьи Совет может делать любые рекомендации членам и рассмотрит достигнутые результаты на первом заседании 1969–1970 кофейного года.

ГЛАВА XII – ПОЛИТИКА ПРОИЗВОДСТВА И КОНТРОЛЬ

Статья 48

Политика производства и контроль

1) Каждый производящий кофе член обязуется изменять свое производство кофе до уровня, не превышающего тот, который необходим для внутреннего потребления, допустимого экспорта и запасов, указанных в статье 49.

2) До 31 декабря 1968 года каждый экспортирующий член представляет Исполнительному комитету свои положительные производственные задания на 1972–1973 кофейный год, основанные на элементах, изложенных в пункте 1 настоящей статьи. Если они не отклоняются Исполнительным комитетом простым комплексным большинством голосов до первого заседания Совета после 31 декабря 1968 года, такие задания считаются утвержденными. Исполнительный комитет информирует Совет об утвержденных таким образом плановых производственных заданиях. Если производственное задание, предлагаемое экспортирующим членом, отклоняется Исполнительным комитетом, то Комитет рекомендует производственное задание для такого экспортирующего члена. На своем первом

заседании после 31 декабря 1968 года, которое должно состояться не позднее 31 марта 1969 года, Совет комплексным большинством в две трети голосов и в свете рекомендаций Комитета устанавливает индивидуальные производственные задания для тех экспортирующих членов, собственные задания которых были отклонены Комитетом или которые не представили таких заданий.

3) До утверждения производственного задания Организацией или установления его Советом в соответствии с пунктом 2 настоящей статьи ни один экспортирующий член не может увеличивать свою годовую экспортную квоту выше уровня его годовой экспортной квоты, действующей до 1 апреля 1969 года.

4) Совет устанавливает производственные задания для экспортирующих членов, присоединившихся к Соглашению, и может устанавливать производственные задания для производящих кофе членов, которые не являются экспортирующими членами.

5) Совет периодически пересматривает производственные задания, установленные или одобренные в соответствии с требованиями настоящей статьи, и может пересматривать их до пределов, необходимых для обеспечения того, чтобы общий объем отдельных заданий соответствовал предположительным мировым потребностям.

6) Члены обязуются соблюдать производственные задания отдельных стран, установленные или одобренные в соответствии с условиями настоящей статьи, и каждый производящий член вправе применять любую политику и процедуры, которые он сочтет необходимыми для этой цели. Индивидуальные производственные задания, установленные или одобренные в соответствии с условиями настоящей статьи, не являются обязательным минимумом и не устанавливают какой-либо квоты в отношении конкретных уровней экспорта.

7) Производящие члены представляют Организации в форме и в сроки, устанавливаемые Советом, периодические доклады о мерах по контролю за производством и соблюдением индивидуальных

производственных заданий, установленных или одобренных в соответствии с положениями настоящей статьи. В свете оценки этой и другой относящейся к данному вопросу информации Совет принимает такие меры общего или частного характера, какие он считает необходимыми или целесообразными.

8) Если Совет определяет, что какой-либо производящий член не принимает надлежащих мер для соблюдения положений настоящей статьи, то такой член не пользуется правом на какое-либо последующее увеличение его годовой экспортной квоты, а его право голоса может быть приостановлено согласно положениям пункта 7 статьи 59 до тех пор, пока Совет убедится, что указанный член выполняет свои обязательства по этой статье. Однако если по истечении такого дополнительного периода, какой будет определен Советом, будет установлено, что названный член все еще не принял мер, необходимых для выполнения политики, соответствующей целям настоящей статьи, Совет может требовать выхода такого члена из Организации на основании положений статьи 67.

9) Организация на условиях, устанавливаемых Советом, может распространять на таких членов, в случае их просьбы об этом, всевозможную помощь, какой она располагает для выполнения целей настоящей статьи.

10) Импортирующие члены обязуются сотрудничать с экспортирующими членами в выполнении их планов регулирования производства кофе в соответствии с пунктом 1 настоящей статьи. В частности, члены воздерживаются от прямого предложения финансовой или технической помощи или от поддержки предложений о такой помощи со стороны какой-либо международной организации, членом которой они состоят, для проведения политики производства, противоречащей целям настоящей статьи, независимо от того, является ли страна-получатель членом Международной организации по кофе или нет. Организация поддерживает тесный контакт с

соответствующими международными организациями в целях обеспечения их максимального сотрудничества в осуществлении требований настоящей статьи.

11) За исключением случаев, оговоренных в пункте 2 настоящей статьи, все постановления, предусматриваемые настоящей статьей, принимаются комплексным большинством в две трети голосов.

ГЛАВА XIII - РЕГУЛИРОВАНИЕ ЗАПАСОВ

Статья 49

Политика в отношении запасов кофе

1) В дополнение к положениям статьи 48 Совет может комплексным большинством в две трети голосов устанавливать политику в отношении запасов кофе в производящих странах-членах.

2) Совет ежегодно принимает меры по определению запасов кофе, находящихся в распоряжении отдельных экспортirующих членов, в соответствии с устанавливаемой им процедурой. Соответствующие члены содействуют этому ежегодному определению.

3) Производящие члены обеспечивают, чтобы в их соответствующих странах были необходимые условия для надлежащего хранения запасов кофе.

ГЛАВА XIV - ПРОЧИЕ ОБЯЗАТЕЛЬСТВА ЧЛЕНОВ

Статья 50

Консультации и сотрудничество с торговыми организациями

1) Организация поддерживает тесную связь с соответствующими неправительственными организациями, занимающимися

международной торговлей кофе, и со специалистами по вопросам кофе.

2) Члены осуществляют свою деятельность в рамках настоящего Соглашения в порядке, соответствующем установленным торговым каналам. При осуществлении этой деятельности они стремятся должным образом учитывать законные интересы в деле торговли кофе.

Статья 51

Бартерные сделки

Во избежание нарушения общей структуры цен участники воздерживаются от вступления в прямые и индивидуально связанные бартерные сделки, имеющие отношение к продаже кофе на обычных рынках.

Статья 52

Смеси и заменители

1) Участники не должны применять никаких правил, требующих смешения, обработки или использования других продуктов со кофе для коммерческой перепродажи в качестве кофе. Участники должны принимать меры к запрещению продажи и рекламирования под наименованием кофе таких продуктов, которые содержат, в качестве основного сырого материала, меньше эквивалента 90 процентов зеленого кофе.

2) Исполнительный директор представляет Совету годовой доклад о выполнении положений настоящей статьи.

3) Совет может рекомендовать любому члену, чтобы он принял необходимые меры для обеспечения соблюдения положений настоящей статьи.

ГЛАВА XV - СЕЗОННОЕ ФИНАНСИРОВАНИЕ

Статья 53

Сезонное финансирование

- 1) По ходатайству участника, являющегося также участником какого-либо двустороннего, многостороннего, регионального или межрегионального соглашения, относящегося к области сезонного финансирования, Совет ознакомляется с таким соглашением для проверки соответствия его обязательствам, предусматриваемым в настоящем Соглашении.
- 2) Совет может давать участникам рекомендации, направленные на разрешение любой могущей возникнуть коллизии обязательств.
- 3) Совет может, на основании сведений, полученных от соответствующих участников, и если он находит это надлежащим и подходящим, делать общие рекомендации для того, чтобы помочь участникам, нуждающимся в сезонном финансировании.

ГЛАВА XVI - ФОНД РАЗНОСТОРОННЕГО РАЗВИТИЯ

Статья 54

Фонд диверсификации

- 1) Настоящим учреждается Фонд диверсификации Международной организации по кофе для содействия целям ограничения производства кофе, чтобы привести предложение в разумный баланс с мировым спросом. Фонд руководствуется Положением, которое должно быть утверждено Советом не позднее 31 декабря 1968 года.

2) Участие в Фонде является обязательным для каждой договаривающейся стороны, которая не является импортирующим членом и которая имеет экспортную квоту выше 100 000 мешков. Добровольное участие в Фонде договаривавшихся сторон, к которым настоящее положение не применяется, и взносы из других источников регулируются такими условиями, какие могут быть согласованы между Фондом и соответствующими сторонами.

3) Экспортирующий член с обязательным участием вносит в Фонд квартальными долями сумму, эквивалентную 0,60 американского доллара за один мешок, который он фактически вывозит сверх 100 000 мешков каждый кофейный год на рынок по квоте. Взносы делаются в течение пяти лет подряд, начиная с 1968–1969 кофейного года. Фонд большинством в две трети голосов может увеличить размер взноса до уровня, не превышающего 1 доллара США за мешок. Ежегодный взнос каждого экспортирующего участника определяется сначала на основе его экспортной квоты на год оценки по состоянию на 1 октября. Эта первоначальная оценка пересматривается на основе годового количества кофе, экспортированного участником на рынок по квоте в течение года оценки, и все необходимые изменения в размере взноса осуществляются в течение последующего кофейного года. Срок уплаты первой квартальной доли годового взноса за 1968–1969 кофейный год наступает 1 января 1969 года, и она должна быть уплачена не позднее 28 февраля 1969 года.

4) Взнос каждого экспортирующего участника используется для утвержденных Фондом программ или проектов, осуществляемых на его территории, однако не менее 20 процентов взноса подлежит выплате в свободно конвертируемой валюте для использования в любых утвержденных Фондом программах или проектах. Кроме того, определенный процент взноса в пределах, определяемых Положением, выплачивается в свободно конвертируемой валюте для административных расходов Фонда.

5) Процент взноса, подлежащий выплате в свободно конвертируемой валюте в соответствии с пунктом 4, может быть увеличен по взаимной договоренности между Фондом и соответствующим экспортирующим участником.

6) В начале третьего года деятельности Фонда Совет пересматривает результаты, достигнутые в первые два года, и может пересмотреть положения настоящей статьи с целью их улучшения.

7) Положение в Фонде должно предусматривать:

- a) приостановку взносов в связи с предусмотренными изменениями в уровне цен на кофе;
- b) выплату Фонду в свободно конвертируемой валюте любой части взноса, которая не была использована соответствующим участником;
- c) меры, которые позволили бы делегировать соответствующие функции и деятельность Фонда одному или нескольким международным финансовым учреждениям.

8) Если Совет не примет иного решения, к экспортирующему участнику, который не выполняет своих обязательств, предусмотренных настоящей статьей, применяется приостановка права голоса в Совете, и он не может пользоваться правом на какое-либо увеличение его экспортной квоты. Если экспортирующий участник не выполняет своих обязательств непрерывно в течение одного года, он перестает быть участником Соглашения через 90 дней после этого, если не последует иного решения Совета.

9) Постановления Совета, предусматриваемые настоящей статьей, принимаются комплексным большинством в две трети голосов.

ГЛАВА XVII - ИНФОРМАЦИЯ И ИССЛЕДОВАНИЯ

Статья 55

Информация

1) Организация выполняет функции центра для собирания, обмена и опубликования:

- a) статистических сведений по мировому производству, ценам, экспорту и импорту, распределению и потреблению кофе и,
- b) поскольку это признается необходимым, технических сведений по культивированию, обработке и использованию кофе.

2) Совет может требовать от участников представления таких сведений, какие он считает необходимыми для своей работы, включая регулярные статистические отчеты о производстве, экспорте и импорте, распределении, потреблении, запасах и обложении налогами кофе, но не должны опубликоваться никакие сведения, которые могут способствовать выявлению операций лиц или компаний, производящих, обрабатывающих или сбывающих кофе. Участники сообщают затребованные сведения по возможности подробно и точно.

3) Если какой-либо участник не представляет или считает затруднительным представить в течение разумного срока статистические или иные сведения, затребованные Советом для надлежащего функционирования Организации, то Совет может потребовать от этого участника объяснения причин непредставления. Если он находит, что в данном случае требуется техническая помощь, Совет может принять необходимые меры.

Статья 56

Исследования

1) Совет может поощрять исследования в областях экономики производства и распределения кофе, влияния правительственный мероприятий в странах, производящих и потребляющих кофе, на производство и потребление кофе, возможности расширения потребления кофе для традиционного и вероятного нового использования и последствий применения настоящего Соглашения для производителей и потребителей кофе, включая соотношение их экспортных и импортных цен.

2) Организация может изучить вопрос о возможности установления норм-минимум для экспорта из стран-участников, производящих кофе. Рекомендации в этом отношении могут обсуждаться Советом.

ГЛАВА XVIII - ОСВОБОЖДЕНИЕ ОТ ОБЯЗАТЕЛЬСТВ

Статья 57

Освобождение от обязательств

1) Совет может комплексным большинством в две трети голосов освободить члена от обязательства ввиду исключительных или чрезвычайных обстоятельств, непреодолимой силы, уставных обязанностей или международных обязательств по Уставу Организации Объединенных Наций в отношении территорий, управляемых по системе опеки.

2) Освобождая таким образом какого-либо участника от его обязательств, Совет должен прямо указывать, на каких условиях и на какой срок этот участник освобождается от таких обязательств.

3) Совет рассматривает ходатайство об освобождении от обязательств в отношении квот на основе наличия в стране-члене в течение одного или нескольких лет экспортной продукции, которая превышает его допустимый экспорт или является следствием неисполнения этим членом положений статей 48 и 49.

ГЛАВА XIX – КОНСУЛЬТАЦИИ, СПОРЫ И ЖАЛОБЫ

Статья 58

Консультации

Каждый член благожелательно относится и обеспечивает надлежащую возможность для консультаций о таких представлениях, какие могут делаться другим членом по любому вопросу, связанному с Соглашением. В ходе таких консультаций по просьбе одной из сторон и с согласия другой Исполнительный директор создает беспристрастную комиссию, которая использует свои добрые услуги для примирения сторон. Расходы, связанные с комиссией, не возлагаются на Организацию. Если та или иная сторона не согласна на создание комиссии Исполнительным директором или если консультации не приводят к разрешению, то вопрос может быть передан на рассмотрение Совета в соответствии со статьей 59. Если консультации не ведут к разрешению, то об этом сообщается Исполнительному директору, который рассыпает такое сообщение всем членам.

Статья 59

Споры и жалобы

1) Любой спор о толковании или применении настоящего Соглашения, который не может быть разрешен путем переговоров,

по просьбе любого члена - участника спора передается в Совет на предмет принятия решения.

2) Во всех случаях, когда спор передается на рассмотрение Совета согласно пункту 1 настоящей статьи, большинство членов или члены, имеющие не менее одной трети всех голосов, могут после обсуждения предложить Совету запросить мнение консультативной комиссии, упомянутой в пункте 3 настоящей статьи, по спорным вопросам до принятия решения.

3) а) Если Совет единогласно не оговорит иное, Комиссия состоит из:

- i) двух лиц: одно с большим опытом по вопросам споров такого рода и второе с признанным правовым авторитетом и опытом, назначенное экспортирующими Членами;
 - ii) двух таких лиц, назначенных импортирующими членами; и
 - iii) председателя, избираемого единогласно четырьмя лицами, назначаемыми в соответствии с подпунктами i) и ii), или, в случае разногласия между ними, - Председателем Совета.
- б) Лица от стран, правительства которых являются договаривающимися сторонами настоящего Соглашения, имеют право быть членами этой консультативной комиссии.
- в) Лица, назначенные в консультативную комиссию, действуют в их личном качестве и не получают указаний от какого бы то ни было правительства.

- a) Расходы, связанные с консультативной комиссией, оплачиваются Организацией.
- 4) Заключение консультативной комиссии и основания для такового представляются Совету, который после рассмотрения всей необходимой информации решает вопрос о споре.
- 5) Любая жалоба на то, что какой-либо член не выполняет своих обязательств по настоящему Соглашению, по просьбе члена, подавшего жалобу, передается в Совет, который принимает решение по этому вопросу.
- 6) Нарушение обязательств по настоящему Соглашению любым членом может иметь место не иначе, как по постановлению, принятому простым комплексным большинством голосов. Установление факта нарушения членом настоящего Соглашения должно определять характер нарушения.
- 7) Если Совет устанавливает, что какой-либо Член нарушил настоящее Соглашение, он может без ущерба для других мер принудительного характера, предусмотренных в других статьях настоящего Соглашения, комплексным большинством в две трети голосов приостановить осуществление права голоса этого члена в Совете и его права подавать свои голоса в Комитете, пока он не будет выполнять своих обязательств, или Совет может принять меры, требующие принудительного выхода в соответствии со статьей 67.
- 8) Всякий член может запрашивать предварительное мнение Исполнительного комитета по спорному вопросу или жалобе до обсуждения вопроса в Совете.

ГЛАВА XX - ЗАКЛЮЧИТЕЛЬНЫЕ ПОСТАНОВЛЕНИЯ

Статья 60

Подписание

Настоящее соглашение открыто для подписания в Центральных учреждениях Организации Объединенных Наций до 31 марта 1968 года включительно любым правительством, которое является договаривающейся стороной Международного соглашения 1962 года по кофе.

Статья 61

Ратификация

Настоящее соглашение подлежит утверждению, ратификации или акцептованию подписавшими его правительствами или любой другой договаривающейся стороной Международного соглашения 1962 года по кофе в соответствии с их соответствующими конституционными процедурами. За исключением случаев, предусмотренных в пункте 2 статьи 62, ратификационные грамоты, документы об утверждении или акцептования сдаются на хранение Генеральному секретарю Организации Объединенных Наций не позднее 30 сентября 1968 года.

Статья 62

Вступление в силу

1) Настоящее Соглашение окончательно вступает в силу 1 октября 1968 года между теми правительствами, которые сдали на хранение ратификационные грамоты, документы об утверждении

или акцептованиями, если к этой дате такие правительства представляют собой не менее двадцати экспортирующих членов, имеющих не менее 80 процентов голосов экспортирующих членов, и не менее десяти импортирующих членов, имеющих не менее 80 процентов голосов импортирующих членов. Распределение голосов для этой целидается в Приложении С. С другой стороны, оно окончательно вступает в силу в любое время после временного вступления в силу и выполнения вышеуказанных требований настоящего пункта. Соглашение окончательно вступает в силу для любого правительства, которое сдаст на хранение ратификационную грамоту, документ об утверждении, акцептования или присоединении после окончательного вступления в силу настоящего Соглашения для других правительств, со дня такой сдачи.

2) Соглашение временно вступает в силу 1 октября 1968 года. С этой целью уведомление подписавшего правительства или любой другой договаривающейся страны Международного соглашения 1962 года по кофе, содержащее обязательство применять Соглашение временно и стремиться к возможно скорейшей ратификации, утверждению или акцептованию в соответствии со своей конституционной процедурой, должно быть получено Генеральным секретарем Организации Объединенных Наций не позднее 30 сентября 1968 года и считается равнозначным по своей силе ратификационной грамоте, документу об утверждении или акцептации. Правительству, которое обязуется применять Соглашение временно, будет разрешено сдать на хранение ратификационную грамоту, документ об утверждении или акцептования, и оно временно считается участником Соглашения либо до сдачи на хранение ратификационной грамоты, документа об утверждении или акцептования, либо до 31 декабря 1968 года включительно.

3) Если настоящее Соглашение не вступит в силу окончательно или временно до 1 октября 1968 года, то правительства, сдавшие на хранение ратификационные грамоты, документы об утверждении или акцептовании или уведомления, содержащие обязательство применять настоящее Соглашение временно и стремиться к ратификации, утверждению или акцептованию, могут сразу же после этой даты консультироваться между собой с целью рассмотрения вопроса о том, каких мер требует обстановка, и могут по взаимному согласию принять решение о введении его в действие между собой. Подобным же образом если Соглашение вступило в действие временно, но не вступило в действие окончательно к 31 декабря 1968 года, то правительства, сдавшие на хранение ратификационные грамоты, документы об одобрении, акцептовании или присоединении, могут консультироваться между собой с целью рассмотрения вопроса о том, каких мер требует обстановка, и могут по взаимному согласию принять решение о продолжении действия Соглашения временно или о введении его в действие окончательно между собой.

Статья 63

Присоединение

1) Правительство любого государства, состоящего членом Организации Объединенных Наций или какого-либо из ее специализированных учреждений, может присоединиться к настоящему Соглашению на условиях, которые должны быть определены Советом. Определяя такие условия, Совет, если такая страна не является экспортирующей и не значится в приложении "A", устанавливает для нее основную экспортную квоту. Если такая экспортирующая страна значится в приложении "A", то

указанный в нем соответствующая основная экспортная квота будет основной экспортной квотой для этой страны, если Совет комплексным большинством в две трети голосов не примет иного решения. Не позднее 31 марта 1969 года или такой другой даты, какая может быть определена Советом, любой импортирующий член Международного Соглашения 1962 года по кофе может присоединиться к Соглашению на тех же условиях, на каких он мог бы ратифицировать, утвердить или акцептовать Соглашение, и, если он применяет Соглашение временно, он временно считается участником Соглашения либо до сдачи на хранение документа о присоединении, либо до вышеуказанной даты включительно.

2) Каждое правительство, сдавая на хранение документ о присоединении, в момент такой сдачи указывает, присоединяется ли оно к Организации в качестве экспортирующего члена или импортирующего члена согласно определениям, данным в пунктах 7 и 8 статьи 2.

Статья 64

Оговорки

Ни к каким постановлениям этого Соглашения оговорок не допускается.

Статья 65

Уведомления, касающиеся зависимых территорий

1) Каждое правительство может, при подписании этого Соглашения или при депонировании грамоты о присоединении, ратификационной грамоты или грамоты об акцепте или в любое время впоследствии, заявить в уведомлении на имя Генерального

секретаря Организации Объединенных Наций, что это Соглашение распространяется на какие-либо из территорий, за международные отношения которых это правительство ответственно.

Считая от даты такого уведомления, это Соглашение распространяется на поименованные в уведомлении территории.

2) Любая Договаривающаяся Сторона, которая желает осуществить принадлежащее ей на основании статьи 4 право в отношении каких-либо из своих зависимых территорий или которая желает разрешить одной из своих зависимых территорий стать членом группового участника, образованного согласно статье 5 или 6, может сделать это, уведомив об этом Генерального секретаря Организации Объединенных Наций при депонировании своей ратификационной грамоты или грамоты об акцепте или о присоединении или в любое время впоследствии.

3) Любая Договаривающаяся Сторона, которая сделала заявление согласно пункту 1 настоящей статьи, может в любое время впоследствии заявить в уведомлении на имя Генерального секретаря Организации Объединенных Наций, что это Соглашение впредь не будет распространяться на какую-либо территорию, поименованную в уведомлении. Считая от даты такого уведомления, это Соглашение не распространяется на указанную территорию.

4) Правительство территории, на которую это Соглашение было распространено согласно пункту 1 настоящей статьи и которая стала впоследствии независимой, может, в течение 90 дней после приобретения независимости, заявить в уведомлении на имя Генерального секретаря Организации Объединенных Наций, что оно принимает на себя права и обязательства Договаривающейся Стороны. Считая от даты такого уведомления, оно становится участником этого Соглашения.

Статья 66

Добровольный выход

Любая договаривающаяся сторона может выйти из Соглашения в любое время после направления письменного уведомления о выходе Генеральному секретарю Организации Объединенных Наций. Выход вступает в силу через 90 дней после получения такого уведомления.

Статья 67

Принудительное прекращение участия

Если Совет установит, что какой-либо участник не выполняет своих обязательств по этому Соглашению и что такое не выполнение сильно затрудняет применение этого Соглашения, он может постановлением комплексного большинства в две трети голосов потребовать прекращения участия этого участника в Организации. О каждом таком постановлении Совет немедленно сообщает Генеральному секретарю Организации Объединенных Наций. Через девяносто дней, считая от даты постановления Совета, указанный участник перестает быть участником Организации, а если этот участник является Договаривающейся Стороной, то он перестает быть и участником этого Соглашения.

Статья 68

Расчеты с выбывающим участником

1) Все расчеты с выбывающим участником определяются Советом. Организация удерживает все суммы, уже уплаченные выбывающим участником, а этот участник остается обязанным уплатить все суммы, которые он был должен Организации в

момент прекращения своего участия, с тем, однако, исключением, что, когда речь идет о Договаривающейся Стороне, которая не могла акцептовать какую-либо поправку и, поэтому, либо выбыла, либо перестала участвовать в этом Соглашении согласно постановлениям пункта 2 статьи 70, Совет может установить любой порядок расчетов, который найдет справедливым.

2) Выбывший или прекративший свое участие в этом Соглашении участник не имеет права ни на какую долю выручки от ликвидации других активов Организации после прекращения этого Соглашения согласно статье 69.

Статья 69

Продолжительность и прекращение

1) Настоящее соглашение остается в силе до 30 сентября 1973 года, если оно не будет продлено на основании пункта 2 настоящей статьи или прекращено ранее согласно пункту 3.

2) Совет после 30 сентября 1972 года может постановлением большинства членов, имеющих не менее комплексного большинства в две трети всех голосов, либо вести переговоры об обновлении соглашения, либо продлить его с изменениями или без таковых на период, определяемый Советом. Любая договаривающаяся сторона или любая зависимая территория, которая является членом или стороной группового участника, от имени которых уведомление об акцептовании такого нового или продленного соглашения не было направлено ко дню вступления в силу такого нового или продленного соглашения, с этой даты перестает участвовать в Соглашении.

3) Совет может в любое время вынести большинством голосов участников, которым принадлежит не менее комплексного большинства в две трети всех голосов, постановление о прекращении этого Соглашения. В этом случае Соглашение прекращается в срок, указанный Советом.

4) Несмотря на прекращение Соглашения, Совет продолжает существовать в течение времени, необходимого для производства всех расчетов и распоряжения всеми активами, и имеет, в течение этого времени, права и функции, необходимые для указанных целей.

Статья 70

Поправки

1) Совет может комплексным большинством в две трети голосов рекомендовать Договаривающимся Сторонам поправку к этому Соглашению. Поправка вступает в силу через 100 дней после получения Генеральным секретарем Организации Объединенных Наций уведомлений об акцепте от Договаривающихся Сторон, представляющих не менее 75 процентов стран, экспортирующих кофе, и обладающих не менее чем 85 процентами голосов участников, экспортирующих кофе, и от Договаривающихся Сторон, представляющих не менее 75 процентов стран, импортирующих кофе, и обладающих не менее чем 80 процентами голосов участников, импортирующих кофе. Совет может назначить срок, в течение которого каждая Договаривающаяся Сторона должна уведомить Генерального секретаря Организации Объединенных Наций об акцепте ее поправки, и, если поправка не вступит в силу в течение этого срока, она считается взятой обратно. Совет сообщает Генеральному секретарю сведения, необходимые для того, чтобы установить, вступила ли поправка в силу.

2) Любая Договаривающаяся Сторона или зависимая территория, являющаяся участником или членом группового участника, от имени которого не последует уведомления об акцепте поправки к тому сроку, когда поправка вступит в силу, перестает, по наступлении этого срока, участвовать в этом Соглашении.

Статья 71

Уведомления Генерального секретаря

Генеральный секретарь Организации Объединенных Наций направляет уведомления всем договаривающимся сторонам Международного соглашения 1962 года по кофе и всем другим правительствам государств-членов Организации Объединенных Наций или каких-либо ее специализированных учреждений о каждой сдаче на хранение ратификационной грамоты, документа об утверждении, акцептования или присоединении и о датах вступления настоящего Соглашения в силу временно или окончательно. Генеральный секретарь Организации Объединенных Наций сообщает также всем договаривающимся сторонам о каждом уведомлении, полученном в соответствии со статьями 5, 62 (пункт 2), 65, 66 и 67, о дате продления настоящего Соглашения или прекращения его в соответствии со статьей 69 и о дате вступления в силу поправок в соответствии со статьей 70.

Статья 72

Дополнительные и временные постановления

1) Настоящее Соглашение считается продолжением Международного Соглашения 1962 года по кофе.

2) В целях содействия непрерывному действию Соглашения 1962 года:

- a) Все акты Организации или любого ее органа или от имени их, которые принимаются на основании Соглашения 1962 года до 30 сентября 1968 года и постановления которых не предусматривают истечения срока к этой дате, остаются в силе, если они не будут изменены в соответствии с положениями настоящего Соглашения.
- b) Все необходимые постановления, принимаемые Советом в 1967–1968 кофейном году и подлежащие применению в 1968–1969 кофейном году, должны быть приняты на последней очередной сессии совета в 1967–1968 кофейном году и применяться на временной основе, как если бы настоящее Соглашение находилось в силе.

В УДОСТОВЕРЕНИЕ ИЗЛОЖЕННОГО нижеподписавшиеся, будучи надлежащим образом уполномочены на это своими соответствующими правительствами, подписали настоящее Соглашение в указанные рядом с их подписями числа.

Тексты этого Соглашения на английском, испанском, русском, французском и португальском языках являются равно аутентичными. Подлинники депонируются в архив Организации Объединенных Наций, и Генеральный секретарь Организации Объединенных Наций препроводит засвидетельствованные копии их каждому подписавшему это Соглашение или присоединившемуся к нему правительству.

ПРИЛОЖЕНИЕ А

Основные экспортные квоты 1/

(В тысячах 60-килограммовых мешков)

| | |
|--|--------|
| Берег Слоновой Кости | 3 073 |
| Бразилия | 20 926 |
| Бурунди 2/ | 233 |
| Венесуэла 2/ | 325 |
| Гаити | 490 |
| Гватемала | 1 800 |
| Гвинея (Основная экспортная квота будет установлена Советом) | |
| Гондурас | 425 |
| Доминиканская Республика | 520 |
| Индия | 423 |
| Индонезия | 1 357 |
| Камерун | 1 000 |
| Кения | 860 |
| Колумбия | 7 000 |
| Конго (Демократическая Республика) 2/ | 1 000 |
| Коста-Рика | 1 100 |
| Мальтийская Республика | 910 |
| Мексика | 1 760 |
| Никарагуа | 550 |
| Перу | 740 |
| Португалия | 2 778 |
| Руанда 2/ | 150 |

- 1/ Согласно положениям статьи 31 (1) следующие экспортирующие страны не имеют основной экспортной квоты и получают в 1968-1969 кофейном году следующие экспортные квоты:
 Боливия - 50 000 мешков, Конго (Бразавиль) - 25 000 мешков, Куба - 50 000 мешков, Дагомея - 33 000 мешков, Габон - 25 000 мешков, Гана - 51 000 мешков, Ямайка - 25 000 мешков, Либерия - 60 000 мешков, Нигерия - 52 000 мешков, Панама - 25 000 мешков, Парагвай - 70 000 мешков, Сьерра-Леоне - 82 000 мешков, Тринидад и Тобаго - 69 000 мешков.

- 2/ Бурунди, Конго (Демократическая Республика), Куба, Руанда и Венесуэле после представления ими Исполнительному комитету приемлемых доказательств о наличии экспортной продукции выше 233 000, 1 000 000, 50 000, 150 000 и 325 000, соответственно, будут установлены годовые экспортные нормы, не превышающие годовых экспортных норм, которые они получили бы в виде основной квоты в размере 350 000, 1 300 000, 200 000, 260 000 и 475 000, соответственно. Однако увеличения, разрешаемые этим странам, ни в коем случае не должны учитываться при подсчете распределения голосов.

| | | |
|----------------------------------|-----------|------------|
| Сальвадор | 1 | 900 |
| Танзания | | 700 |
| Того | | 800 |
| Уганда | 2 | 379 |
| Центральноафриканская Республика | | 200 |
| Эквадор | | 750 |
| Эфиопия | 1 | 494 |
| Итого | <u>55</u> | <u>041</u> |

ПРИЛОЖЕНИЕ В

Не ограниченные квотами страны назначения,
указанные в статье 40 главы VII

К странам, не ограниченным квотами, применительно
к настоящему Соглашению относятся:

Бахрейн
Ботсвана
Венгрия
Договорный Аман
Замбия
Ирак
Иран
Катар
Китай (Континентальный)
Китай (Тайвань)
Корейская Республика
Кувейт
Лесото
Малави
Москат и Оман
Польша
Румыния
Саудовская Аравия
Свазиленд
Северная Корея
Сомали
Союз Советских Социалистических Республик
Судан
Таиланд
Цейлон
Юго-Западная Африка
Южная Родезия
Южно-Африканская Республика
Япония

Примечание: Приведенные выше сокращенные наименования
имеют чисто географическое значение и не
предполагают никаких политических последствий.

РАСПРЕДЕЛЕНИЕ ГОЛОСОВ

ПРИЛОЖЕНИЕ С

| СТРАНА | ЭКСПОРТИРУЮЩАЯ | ИМПОРТИРУЮЩАЯ |
|------------------------------------|----------------|---------------|
| Аргентина | - | 16 |
| Австралия | - | 9 |
| Австрия | - | 11 |
| Бельгия * | - | 28 |
| Боливия | 4 | - |
| Бразилия | 332 | - |
| Бурунди | 8 | - |
| Канада | - | 32 |
| Колумбия | 114 | - |
| Конго (Демократическая Республика) | 20 | - |
| Коста-Рика | 21 | - |
| Куба | 4 | - |
| Кипр | - | 5 |
| Чехословакия | - | 9 |
| Дания | - | 23 |
| Доминиканская Республика | 12 | - |
| Эквадор | 16 | - |
| Сальвадор | 34 | - |
| Эфиопия | 27 | - |
| Федеративная Республика Германии | - | 101 |
| Финляндия | - | 21 |
| Франция | - | 84 |
| Гана | 4 | - |
| Гватемала | 32 | - |
| Гвиана | 4 | - |
| Гватемала | 12 | - |
| Гондурас | 11 | - |
| Индия | 11 | - |
| Индонезия | 25 | - |
| Израиль | - | 7 |
| Италия | - | 47 |
| Измайловка | 4 | - |
| Япония | - | 18 |
| Кения | 17 | - |
| Либерия | 4 | - |
| Мексика | 32 | - |
| Нидерланды | - | 35 |
| Новая Зеландия | - | 6 |
| Никарагуа | 13 | - |
| Нигерия | 4 | - |
| Норвегия | - | 16 |
| ОАМКАФ | (88) | - |
| ОАМКАФ | (4) 1/ | - |
| Камерун | 15 | - |
| Центральноафриканская Республика | 3 | - |
| Конго (Браззавиль) | 1 | - |
| Дагомея | 1 | - |
| Габон | 1 | - |
| Верх Слоновой Кости | 47 | - |
| Малагашская Республика | 13 | - |
| Того | 3 | - |
| Панама | 4 | - |
| Перу | 16 | - |
| Португалия | 48 | - |
| Руанда | 6 | - |
| Сьерра-Леоне | 4 | - |
| Испания | - | 21 |
| Швейцария | - | 38 |
| Швейцария | - | 19 |
| Танзания | 15 | - |
| Тринидад и Тобаго | 4 | - |
| Тунис | - | 6 |
| Уганда | 41 | - |
| СССР | - | 16 |
| Соединенное Королевство | - | 38 |
| Соединенные Штаты Америки | - | 400 |
| Бенилюкс | 9 | - |
| ВСЕГО | 996 | 1 000 |

* Включая Люксембург.

1/ Основные квоты, не применяющиеся к отдельным договаривающимся сторонам в соответствии со статьей 5 (4) (b).

**CONVENIO INTERNACIONAL DEL CAFE
DE 1968**



NACIONES UNIDAS

1968

CONVENIO INTERNACIONAL DEL CAFÉ DE 1968

Preámbulo

Los Gobiernos signatarios de este Convenio,

Reconociendo la importancia excepcional del café para la economía de muchos países que dependen en gran medida de este producto para obtener divisas y continuar así sus programas de desarrollo económico y social;

Considerando que una estrecha colaboración internacional en la comercialización del café estimulará la diversificación económica y el desarrollo de los países productores, contribuyendo así a fortalecer los vínculos políticos y económicos entre países productores y consumidores;

Encontrando motivos para esperar una tendencia al desequilibrio persistente entre la producción y el consumo, a la acumulación de existencias onerosas y a marcadas fluctuaciones en los precios, que pueden resultar perjudiciales para los productores y los consumidores;

Creyendo que sin una acción internacional esta situación no puede ser corregida por las fuerzas normales del mercado; y

Teniendo en cuenta la renegociación del Convenio Internacional del Café de 1962, efectuada por el Consejo Internacional del Café,

Convienen lo que sigue:

CAPITULO I - OBJETIVOS

Artículo 1

Objetivos

Los objetivos del Convenio son:

- 1) Establecer un equilibrio razonable entre la oferta y la demanda de café sobre bases que aseguren un adecuado abastecimiento

a los consumidores así como mercados a precios equitativos para los productores, y que sirva para lograr un ajuste a largo plazo entre la producción y el consumo;

2) Aliviar las graves dificultades ocasionadas por excedentes onerosos y por las excesivas fluctuaciones de los precios del café que son perjudiciales tanto para los productores como para los consumidores;

3) Contribuir al desarrollo de los recursos productivos y al aumento y mantenimiento de los niveles de empleo e ingreso en los países Miembros para ayudar así a lograr salarios justos, un nivel de vida más elevado y mejores condiciones de trabajo;

4) Ayudar a ampliar la capacidad adquisitiva de los países exportadores de café, mediante el mantenimiento de los precios a niveles justos y el aumento del consumo;

5) Fomentar el consumo de café por todos los medios posibles; y

6) En general, reconociendo la relación que existe entre el comercio cafetero y la estabilidad económica de los mercados para los productos industriales, estimular la colaboración internacional respecto de los problemas mundiales del café.

CAPITULO II - DEFINICIONES

Artículo 2

Definiciones

Para los fines del Convenio:

1) "Café" significa el grano y la cereza del cafeto, ya sea en pergamino, verde o tostado, e incluirá el café molido, descafeinado, líquido y soluble. Estos términos significarán:

a) "café verde": todo café en forma de grano pelado, antes de tostarse;

- b) "café en cereza"; el fruto completo del cafeto. Para encontrar el equivalente de la cereza en café verde, multiplíquese el peso neto de la cereza seca por 0,50;
 - c) "café pergamino": el grano de café verde contenido dentro de la cáscara. Para encontrar el equivalente de café pergamino en café verde, multiplíquese el peso neto del café pergamino por 0,80;
 - d) "café tostado": café verde tostado en cualquier grado, e incluirá al café molido. Para encontrar el equivalente de café tostado en café verde, multiplíquese el peso neto del café tostado por 1,19;
 - e) "café descafeinado": café verde, tostado o soluble del cual se ha extraído la cafeína. Para encontrar el equivalente de café descafeinado en café verde, multiplíquese el peso neto del café descafeinado en verde, tostado o soluble por 1,00, 1,19 ó 3,00 respectivamente;
 - f) "café líquido": las partículas sólidas, solubles en agua, obtenidas del café tostado y puesto en forma líquida. Para encontrar el equivalente de café líquido en café verde, multiplíquese por 3,00 el peso neto de las partículas sólidas, secas, contenidas en el café líquido;
 - g) "café soluble": las partículas sólidas, secas, solubles en agua, obtenidas del café tostado. Para encontrar el equivalente de café soluble en café verde, multiplíquese el peso neto del café soluble por 3,00.
- 2) "Saco" significa 60 kilogramos o 132,276 libras de café verde; "tonelada" significa una tonelada métrica de 1.000 kilogramos o 2.204,6 libras, y "libra" significa 453,597 gramos.

3) "Año cafetero" significa el período de un año entre el 1º de octubre y el 30 de septiembre.

4) "Exportación de café": salvo lo que dispone el Artículo 39, cualquier partida de café que salga del territorio donde fue producido.

5) "Organización", "Consejo" y "Junta" significan, respectivamente, la Organización Internacional del Café, el Consejo Internacional del Café y la Junta Ejecutiva, mencionados en el Artículo 7 del Convenio.

6) "Miembro": una Parte Contratante, un territorio o territorios dependientes que hayan sido declarados Miembros separados en virtud del Artículo 4, y dos o más Partes Contratantes o territorios dependientes, o unos y otros, que participan en la Organización como grupo Miembro en virtud de los Artículos 5 ó 6.

7) "Miembro exportador" o "país exportador": Miembro o país que sea exportador neto de café, es decir, cuyas exportaciones excedan sus importaciones.

8) "Miembro importador" o "país importador": Miembro o país que sea importador neto de café, es decir, cuyas importaciones excedan sus exportaciones.

9) "Miembro productor" o "país productor": Miembro o país que produzca café en cantidades comercialmente significativas.

10) "Mayoría simple distribuida": una mayoría de los votos depositados por los Miembros exportadores presentes y votantes y una mayoría de los votos depositados por los Miembros importadores presentes y votantes, contados por separado.

11) "Mayoría distribuida de dos tercios": una mayoría de dos tercios de los votos depositados por los Miembros exportadores presentes y votantes y una mayoría de dos tercios de los votos depositados por los Miembros importadores presentes y votantes, contados por separado.

12) "Entrada en vigor": salvo disposición contraria, la fecha en que el Convenio entre en vigor, bien sea provisional o definitivamente.

13) "Producción exportable": la producción total de café de un país exportador en un año cafetero determinado, menos el volumen destinado al consumo interno en ese mismo año.

14) "Disponibilidad para la exportación": la producción exportable de un país exportador en un año cafetero determinado, más las existencias acumuladas en años anteriores.

15) "Cupo de exportación": la cantidad total de café que un Miembro está autorizado a exportar en virtud de las diversas disposiciones del Convenio, con excepción de las exportaciones que, de conformidad con las disposiciones del Artículo 40, no son imputadas a las cuotas.

16) "Exportaciones autorizadas": las exportaciones efectivas realizadas al amparo del cupo de exportación.

17) "Exportaciones permitidas": la suma de las exportaciones autorizadas y las exportaciones que, en virtud de las disposiciones del Artículo 40, no se imputan a las cuotas.

CAPITULO III - MIEMBROS

Artículo 3

Miembros de la Organización

1) Toda Parte Contratante, junto con sus territorios dependientes a los que se extienda el Convenio en virtud del párrafo 1) del Artículo 65, constituirá un solo Miembro de la Organización, a excepción de lo dispuesto en los Artículos 4, 5 y 6.

2) Un Miembro podrá modificar la categoría que hubiere declarado inicialmente al aprobar, ratificar, aceptar o adherirse al Convenio, ateniéndose a las condiciones que el Consejo estipule.

3) Si dos o más Miembros importadores solicitaran que se modifique su forma de participación en el Convenio, o su representación en la Organización, o ambas, el Consejo podrá, previa consulta con los Miembros interesados y sin perjuicio de otras disposiciones del Convenio, establecer las condiciones que se aplicarán a la nueva participación, a la nueva representación, o a ambas.

Artículo 4

Afiliación separada para los territorios dependientes

Toda Parte Contratante que sea importadora neta de café podrá declarar en cualquier momento, previa la debida notificación de conformidad con el párrafo 2) del Artículo 65, que ingresa en la Organización independientemente de aquellos de sus territorios dependientes que sean exportadores netos de café y que ella designe. En tal caso, el territorio metropolitano y los territorios dependientes no designados, constituirán un solo Miembro, y los territorios dependientes designados serán considerados Miembros distintos, individual o colectivamente, según se indique en la declaración.

Artículo 5

Afiliación inicial por grupos

1) Dos o más Partes Contratantes que sean exportadoras netas de café pueden declarar, haciendo la debida notificación al Secretario General de las Naciones Unidas en el momento de depositar el correspondiente instrumento de aprobación, ratificación, aceptación o adhesión, y también al Consejo que ingresan en la Organización como un solo grupo. Todo territorio dependiente al que se extienda el Convenio en

virtud del párrafo 1) del Artículo 65 podrá formar parte de dicho grupo Miembro si el Gobierno del Estado encargado de sus relaciones internacionales ha hecho la debida notificación al efecto, de conformidad con el párrafo 2) del Artículo 65. Esas Partes Contratantes y los territorios dependientes deben satisfacer las condiciones siguientes:

- a) declarar su deseo de asumir individual y colectivamente la responsabilidad en cuanto a las obligaciones del grupo;
 - b) acreditar luego debidamente ante el Consejo que el grupo cuenta con la organización necesaria para aplicar una política cafetera común, y tiene los medios para cumplir, junto con los otros países integrantes del grupo, las obligaciones que les impone el Convenio; y
 - c) demostrar posteriormente ante el Consejo que:
 - i) han sido reconocidos como grupo en un convenio internacional anterior sobre el café, o
 - ii) tienen:
 - a) una política comercial y económica común o coordinada relativa al café, y
 - b) una política monetaria y financiera coordinada y los órganos necesarios para su aplicación, de forma que al Consejo le conste que el grupo Miembro puede actuar conforme al espíritu de la agrupación de países y cumplir las obligaciones de grupo previstas.
- 2) El grupo Miembro constituirá un solo Miembro de la Organización, con la salvedad de que cada país integrante será considerado como un Miembro individual para todas las cuestiones que se planteen en relación a las siguientes disposiciones:

- a) Capítulos XIII, XIV y XVI;
- b) Artículos 10, 11 y 19 del Capítulo IV; y
- c) Artículo 68 del Capítulo XX.

3) Las Partes Contratantes y los territorios dependientes que ingresen como un solo grupo Miembro indicarán qué gobierno u organización ha de representarles en el Consejo para todos los efectos del Convenio, a excepción de los enumerados en el párrafo 2) de este Artículo.

4) Los derechos de voto del grupo Miembro serán los siguientes:

- a) El grupo Miembro tendrá el mismo número de votos básicos que un país Miembro individual que ingrese a la Organización en tal calidad. Estos votos básicos se asignarán al gobierno u organización que represente al grupo, y serán utilizados por ese gobierno u organización.
- b) En el caso de una votación sobre cualquier cuestión que se plantee en lo relativo a las disposiciones enumeradas en el párrafo 2) de este Artículo, los componentes del grupo Miembro podrán emitir los votos asignados a ellos en virtud de las disposiciones del párrafo 3) del Artículo 12, independientemente y como si cada uno de ellos fuese un Miembro individual de la Organización, salvo los votos básicos que seguirán correspondiendo únicamente al gobierno u organización que represente al grupo.

5) Cualquier Parte Contratante o territorio dependiente que participe en un grupo Miembro podrá, mediante notificación al Consejo, retirarse de ese grupo y convertirse en Miembro separado. Tal retiro tendrá efecto cuando el Consejo reciba la notificación. En caso de dicho retiro o de que un componente de un grupo deje de ser tal, por retiro de la Organización u otra causa, los demás componentes del grupo podrán solicitar del Consejo que se mantenga el grupo y éste continuará existiendo, a menos que el Consejo deniegue la solicitud. Si

el grupo Miembro se disolviere, cada país competente se convertirá en Miembro separado. Un Miembro que haya dejado de pertenecer a un grupo Miembro no podrá formar parte de nuevo de un grupo mientras esté en vigor el presente Convenio.

Artículo 6

Formación posterior de grupos

Dos o más Miembros exportadores podrán solicitar del Consejo, en cualquier momento después de la entrada en vigor del Convenio para ellos, la formación de un grupo Miembro. El Consejo aprobará tal solicitud si comprueba que los Miembros han hecho la correspondiente declaración y han demostrado que satisfacen los requisitos del párrafo 1) del Artículo 5. Una vez aprobado, el grupo Miembro estará sujeto a las disposiciones de los párrafos 2), 3), 4) y 5) de dicho Artículo.

CAPITULO IV - ORGANIZACION Y ADMINISTRACION

Artículo 7

Sede y estructura de la Organización Internacional del Café

- 1) La Organización Internacional del Café, establecida en virtud del Convenio de 1962, continuará existiendo a fin de administrar las disposiciones del Convenio y fiscalizar su aplicación.
- 2) La Organización tendrá su sede en Londres, a menos que el Consejo, por mayoría distribuida de dos tercios, decida otra cosa.
- 3) La Organización funcionará mediante el Consejo Internacional del Café, su Junta Ejecutiva, su Director Ejecutivo y su personal.

Artículo 8

Composición del Consejo Internacional del Café

- 1) La autoridad suprema de la Organización será el Consejo Internacional del Café, que estará integrado por todos los Miembros de la Organización.

2) Cada Miembro estará representado en el Consejo por un representante y uno o más suplentes. Cada Miembro podrá además designar uno o más asesores, para que acompañen a su representante o suplentes.

Artículo 9

Poderes y funciones del Consejo

1) El Consejo estará dotado de todos los poderes que emanan específicamente del presente Convenio, y tendrá las facultades y desempeñará las funciones necesarias para cumplir las disposiciones del mismo.

2) El Consejo podrá, por mayoría distribuida de dos tercios, establecer las normas y reglamentos requeridos para aplicar las disposiciones del Convenio, en particular su propio reglamento y los reglamentos financiero y de personal de la Organización; tales normas y reglamentos serán compatibles con el Convenio. El Consejo podrá incluir en su reglamento una disposición que le permita decidir sobre cuestiones determinadas sin necesidad de reunirse en sesión.

3) El Consejo mantendrá además la documentación necesaria para desempeñar sus funciones conforme al Convenio, así como cualquier otra documentación que considere conveniente. El Consejo publicará un informe anual.

Artículo 10

Elección del Presidente y de los Vicepresidentes del Consejo

1) El Consejo elegirá un Presidente y Vicepresidentes primero, segundo y tercero, para cada año cafetero.

2) Por regla general, el Presidente y el primer Vicepresidente serán elegidos entre los representantes de los Miembros exportadores o entre los representantes de los Miembros importadores, y los Vicepresidentes segundo y tercero serán elegidos entre los representantes de la otra categoría de Miembros. Estos cargos se alternarán cada año cafetero entre las dos categorías de Miembros.

3) Ni el Presidente, ni ningún Vicepresidente que actúe como Presidente, tendrán derecho de voto. En tal caso, el suplente del uno o del otro ejercerá el derecho de voto del correspondiente Miembro.

Artículo 11

Períodos de sesiones del Consejo

Por regla general, el Consejo celebrará dos períodos ordinarios de sesiones cada año. También podrá celebrar períodos extraordinarios de sesiones, si así lo decidiere. Asimismo, se celebrarán períodos extraordinarios de sesiones cada vez que lo soliciten la Junta Ejecutiva, cinco Miembros cualesquiera, o un Miembro o Miembros que representen por lo menos 200 votos. La convocatoria de los períodos de sesiones tendrá que notificarse con 30 días de anticipación como mínimo, salvo en casos de emergencia. A menos que el Consejo decida otra cosa, los períodos de sesiones se celebrarán en la sede de la Organización.

Artículo 12

Votos

1) Los Miembros exportadores tendrán un total de 1.000 votos y los Miembros importadores también tendrán un total de 1.000 votos, distribuidos entre cada categoría de Miembros --es decir, Miembros exportadores y Miembros importadores respectivamente-- según se estipula en los párrafos siguientes de este Artículo.

2) Cada Miembro tendrá cinco votos básicos, siempre que el total de tales votos no exceda de 150 para cada categoría de Miembros. Si hay más de treinta Miembros exportadores o más de treinta Miembros importadores, el número de votos básicos de cada Miembro dentro de una u otra categoría se ajustará, con el objeto de que el total de votos básicos para cada categoría de Miembros no supere el máximo de 150.

3) Los restantes votos de los Miembros exportadores se distribuirán entre esos Miembros en proporción a sus respectivas cuotas básicas de exportación, salvo que en el caso de una votación sobre cualquier cuestión relacionada con las disposiciones del párrafo 2) del Artículo 5, los restantes votos de un grupo Miembro se distribuirán entre los componentes de ese grupo en proporción a la participación que les corresponda en la cuota básica de exportación de ese grupo Miembro. Ningún Miembro exportador al que no se le haya asignado cuota básica obtendrá participación en esos votos restantes.

4) Los restantes votos de los Miembros importadores se distribuirán entre ellos en proporción al volumen promedio de sus respectivas importaciones de café durante los tres años anteriores.

5) El Consejo efectuará la distribución de los votos al principio de cada año cafetero y esa distribución permanecerá en vigor durante ese año, a reserva de lo dispuesto en el párrafo 6) de este Artículo.

6) El Consejo establecerá normas para la redistribución de los votos de conformidad con este Artículo, cada vez que varíe el número de Miembros de la Organización, o se suspenda el derecho de voto de un Miembro o recupere tal derecho en virtud de las disposiciones de los Artículos 25, 38, 45, 48, 54 ó 59.

7) Ningún Miembro podrá tener más de 400 votos.

8) No habrá fracciones de voto.

Artículo 13

Procedimiento de votación del Consejo

1) Cada representante tendrá derecho a utilizar el número de votos asignado al Miembro que represente, pero no podrá dividirlos. Sin embargo, podrá utilizar en forma diferente los votos que deposite en virtud del párrafo 2) de este Artículo.

2) Todo Miembro exportador podrá autorizar a cualquier otro Miembro exportador --y todo Miembro importador podrá autorizar a cualquier otro Miembro importador-- para que represente sus intereses y ejerza su derecho de voto en cualquier reunión del Consejo. No se aplicará en este caso la limitación prevista en el párrafo 7) del Artículo 12.

Artículo 14

Decisiones del Consejo

1) Salvo disposiciones en contrario en el presente Convenio, el Consejo adoptará todas sus decisiones y formulará todas sus recomendaciones por mayoría simple distribuida.

2) Con respecto a cualquier medida del Consejo que, en virtud del Convenio, requiera una mayoría distribuida de dos tercios, se aplicará el siguiente procedimiento:

- a) si no se logra una mayoría distribuida de dos tercios debido al voto negativo de tres o menos Miembros exportadores o de tres o menos Miembros importadores, la propuesta volverá a ponerse a votación en un plazo de 48 horas, si el Consejo así lo decide por mayoría de los Miembros presentes y por mayoría simple distribuida;
- b) si en la segunda votación no se logra tampoco una mayoría distribuida de dos tercios debido al voto negativo de dos o menos Miembros exportadores o de dos o menos Miembros importadores, la propuesta volverá a ponerse a votación en un plazo de 24 horas, si el Consejo así lo decide por mayoría de los Miembros presentes y por mayoría simple distribuida;
- c) si no se logra una mayoría distribuida de dos tercios en la tercera votación debido al voto negativo de un Miembro exportador o importador, se considerará aprobada la propuesta;

d) si el Consejo no somete la propuesta a una nueva votación, ésta se considerará rechazada.

3) Los Miembros se comprometen a aceptar como obligatoria toda decisión que el Consejo adopte en virtud de las disposiciones del presente Convenio.

Artículo 15

Composición de la Junta Ejecutiva

1) La Junta Ejecutiva se compondrá de ocho Miembros exportadores y ocho Miembros importadores, elegidos para cada año cafetero de conformidad con las disposiciones del Artículo 16. Los Miembros podrán ser reelegidos.

2) Cada miembro de la Junta designará un representante y uno o más suplentes.

3) El Presidente de la Junta será nombrado por el Consejo para cada año cafetero y podrá ser reelegido. El Presidente no tendrá derecho de voto. Si un representante es nombrado Presidente, su suplente votará en su lugar.

4) La Junta Ejecutiva funcionará normalmente en la sede de la Organización, pero podrá reunirse en cualquier otro lugar.

Artículo 16

Elección de la Junta Ejecutiva

1) Los Miembros exportadores e importadores que integren la Junta serán elegidos en el Consejo por los Miembros exportadores e importadores de la Organización, respectivamente. La elección dentro de cada categoría se efectuará con arreglo a lo dispuesto en los párrafos siguientes del presente Artículo.

2) Cada Miembro depositará todos los votos a que tenga derecho según el Artículo 12 a favor de un solo candidato. Un Miembro podrá depositar por otro candidato los votos que ejerza por delegación en virtud del párrafo 2) del Artículo 13.

3) Los ocho candidatos que reciban el mayor número de votos resultarán elegidos; sin embargo, ningún candidato que reciba menos de 75 votos será elegido en la primera votación.

4) En el caso de que, con arreglo a la disposición del párrafo 3) del presente Artículo, resulten elegidos menos de ocho candidatos en la primera votación, se efectuarán nuevas votaciones en las que sólo tendrán derecho a participar los Miembros que no hubieren votado por ninguno de los candidatos elegidos. En cada nueva votación el número de votos requeridos disminuirá sucesivamente en cinco unidades, hasta que resulten elegidos los ocho candidatos.

5) Todo Miembro que no hubiere votado por uno de los Miembros elegidos, traspasará los votos de que disponga a uno de ellos, con arreglo a las disposiciones de los párrafos 6) y 7) del presente Artículo.

6) Se considerará que un Miembro ha recibido el número de votos inicialmente depositados a su favor en el momento de su elección y además el número de votos que se le traspasen, pero ningún Miembro elegido podrá obtener más de 499 votos en total.

7) Si se calcula que uno de los Miembros electos va a obtener más de 499 votos, los Miembros que hubieren votado o traspasado sus votos a favor de dicho Miembro electo se pondrán de acuerdo para que uno o varios le retiren sus votos y los traspasen o redistribuyan a favor de otro Miembro electo, de manera que ninguno de ellos reciba más de los 499 votos fijados como máximo.

Artículo 17

Competencia de la Junta Ejecutiva

- 1) La Junta será responsable ante el Consejo y actuará bajo la dirección general de éste.
- 2) El Consejo podrá delegar en la Junta, por mayoría simple distribuida, el ejercicio de la totalidad o parte de sus poderes, salvo los que se enumeran a continuación:
 - a) la aprobación del presupuesto administrativo y la determinación de las contribuciones, previstas en el Artículo 24;
 - b) la determinación de las cuotas previstas en el Convenio, con excepción de los ajustes realizados según las disposiciones del Artículo 35, párrafo 3) y del Artículo 37;
 - c) la suspensión de los derechos de voto de un Miembro, según se prevé en los Artículo 45 & 59;
 - d) el establecimiento o revisión de las metas de producción de cada país y de las metas de producción mundiales, previstas en el Artículo 48;
 - e) el establecimiento de una política relativa a existencias, prevista en el Artículo 49;
 - f) la exoneración de las obligaciones de un Miembro, prevista en el Artículo 57;
 - g) la autoridad para decidir sobre controversias, prevista en el Artículo 59;
 - h) el establecimiento de las condiciones de adhesión, previsto en el Artículo 63;
 - i) la decisión de exigir el retiro de un Miembro, prevista en el Artículo 67;

- j) la prórroga o terminación del Convenio, prevista en el Artículo 69; y
 - k) la recomendación de enmiendas a los Miembros, prevista en el Artículo 70.
- 3) El Consejo podrá revocar en cualquier momento, por mayoría simple distribuida, cualquiera de los poderes que hubiere delegado en la Junta.

Artículo 18

Procedimiento de votación de la Junta Ejecutiva

- 1) Cada miembro de la Junta Ejecutiva tendrá derecho a depositar el número de votos que haya recibido en virtud de los párrafos 6) y 7) del Artículo 16. No se permitirá votar por delegación. Ningún miembro podrá dividir sus votos.
- 2) Los actos de la Junta serán aprobados por la misma mayoría que se requeriría si hubiera de aprobarlos el Consejo.

Artículo 19

Quórum para las reuniones del Consejo y de la Junta

- 1) El quórum para cualquier reunión del Consejo lo constituirá la presencia de una mayoría de los Miembros que represente una mayoría distribuida de los dos tercios del total de votos. Si en el día fijado para la apertura de cualquier período de sesiones del Consejo no hubiere quórum, o si durante algún período de sesiones del Consejo no hubiere quórum en tres reuniones consecutivas, el Consejo será convocado siete días más tarde; el quórum quedará constituido entonces y durante el resto del período de sesiones, por la presencia de una mayoría de los Miembros que represente una mayoría simple distribuida de los votos. La representación por delegación en virtud del párrafo 2) del Artículo 13 se considerará como presencia.

2) Para las reuniones de la Junta, el quórum estará constituido por la presencia de una mayoría de los miembros que represente una mayoría distribuida de los dos tercios del total de votos.

Artículo 20

El Director Ejecutivo y el personal

1) El Consejo nombrará al Director Ejecutivo por recomendación de la Junta. El Consejo establecerá las condiciones de empleo del Director Ejecutivo, que serán análogas a las que rigen para funcionarios de igual categoría en organizaciones intergubernamentales similares.

2) El Director Ejecutivo será el jefe de los servicios administrativos de la Organización y asumirá la responsabilidad por el desempeño de cualesquiera funciones que le incumban en la administración del Convenio.

3) El Director Ejecutivo nombrará a los funcionarios de conformidad con el reglamento establecido por el Consejo.

4) Ni el Director Ejecutivo ni los miembros del personal podrán tener intereses financieros en la industria, el comercio o el transporte del café.

5) En el ejercicio de sus funciones, el Director Ejecutivo y el personal no solicitarán ni recibirán instrucciones de ningún Miembro ni de ninguna autoridad ajena a la Organización. Se abstendrán de actuar en forma que sea incompatible con su condición de funcionarios internacionales responsables únicamente ante la Organización. Cada uno de los Miembros se compromete a respetar el carácter exclusivamente internacional de las funciones del Director Ejecutivo y del personal, y a no tratar de influir sobre ellos en el desempeño de tales funciones.

Artículo 21

Colaboración con otras organizaciones

El Consejo podrá adoptar todas las disposiciones convenientes para la consulta y colaboración con las Naciones Unidas y sus

organismos especializados, así como con otras organizaciones intergubernamentales competentes. El Consejo podrá invitar a estas organizaciones, así como a las que se ocupan del café, a que envíen observadores a sus reuniones.

CAPITULO V - PRIVILEGIOS E INMUNIDADES

Artículo 22

Privilegios e inmunidades

- 1) La Organización tendrá personalidad jurídica. Gozará, en especial, de la capacidad para contratar, adquirir y enajenar bienes muebles e inmuebles, y para entablar procedimientos judiciales.
- 2) El Gobierno del país en que se encuentre ubicada la sede de la Organización (llamado en adelante el "Gobierno huésped"), tan pronto como fuere posible, concertará con la Organización un convenio que será aprobado por el Consejo, relativo a la situación jurídica, privilegios e inmunidades de la Organización, de su Director Ejecutivo y de su personal, así como de los representantes de los Miembros durante su permanencia en el territorio del Gobierno huésped para desempeñar sus funciones.
- 3) El convenio previsto en el párrafo 2) de este Artículo, que será independiente del presente Convenio, determinará las condiciones para la terminación del mismo.
- 4) A menos que se apliquen otras disposiciones sobre impuestos en virtud del convenio previsto en el párrafo 2) de este Artículo, el Gobierno huésped:

- a) concederá exención de impuestos sobre la retribución pagada por la Organización a sus empleados, con la salvedad de que dicha exención no se aplicará forzosamente a los nacionales de dicho país; y
- b) concederá exención de impuestos sobre los haberes, ingresos y demás bienes de la Organización.

5) Tras la aprobación del convenio previsto en el párrafo 2) del presente Artículo, la Organización podrá concertar con uno o más de los restantes Miembros, convenios que habrán de ser aprobados por el Consejo, relativos a aquellos privilegios e inmunidades que puedan ser necesarios para el buen funcionamiento del Convenio Internacional del Café.

CAPITULO VI - DISPOSICIONES FINANCIERAS

Artículo 23

Finanzas

- 1) Los gastos de las delegaciones ante el Consejo, de los representantes ante la Junta, o ante cualquiera de las comisiones del Consejo y de la Junta, serán atendidos por sus respectivos gobiernos.
- 2) Los demás gastos necesarios para la administración del Convenio se atenderán mediante contribuciones anuales de los Miembros, distribuidas de conformidad con las disposiciones del Artículo 24. Sin embargo, el Consejo podrá exigir el pago de ciertos servicios.
- 3) El ejercicio económico de la Organización coincidirá con el año cafetero.

Artículo 24

Determinación del presupuesto y de las contribuciones

- 1) Durante el segundo semestre de cada ejercicio económico, el Consejo aprobará el presupuesto administrativo de la Organización para el ejercicio siguiente y fijará la contribución de cada Miembro a dicho presupuesto.
- 2) La contribución de cada Miembro al presupuesto para cada ejercicio económico será proporcional a la relación que exista, en el momento de aprobarse el presupuesto correspondiente a ese ejercicio, entre el número de sus votos y la totalidad de los votos de todos los

Miembros. Sin embargo, si se modifica la distribución de votos entre los Miembros, de conformidad con las disposiciones del párrafo 5) del Artículo 12, al comienzo del ejercicio para el que se fijen las contribuciones, se ajustarán las contribuciones para ese ejercicio en la forma que corresponda. Al determinar las contribuciones, los votos de cada uno de los Miembros se calcularán sin tener en cuenta la suspensión de los derechos de voto de cualquiera de los Miembros ni la posible redistribución de votos que resulte de ello.

3) La contribución inicial de todo Miembro que ingrese en la Organización después de la entrada en vigor del Convenio será determinada por el Consejo ateniéndose al número de votos que le correspondan y al período no transcurrido del ejercicio económico en curso, pero en ningún caso se modificarán las contribuciones fijadas a los demás Miembros para el ejercicio económico de que se trate.

Artículo 25

Pago de las contribuciones

1) Las contribuciones al presupuesto administrativo de cada ejercicio económico se abonarán en moneda libremente convertible, y serán exigibles el primer día de ese ejercicio.

2) Si algún Miembro no paga su contribución completa al presupuesto administrativo en el término de seis meses a partir de la fecha en que ésta sea exigible, se suspenderán su derecho de voto en el Consejo y el derecho a que sean depositados sus votos en la Junta, hasta que haya abonado dicha contribución. Sin embargo, a menos que el Consejo lo decida por mayoría distribuida de dos tercios, no se privará a dicho Miembro de ninguno de sus demás derechos ni se le eximirá de ninguna de las obligaciones que le impone el Convenio.

3) Ningún Miembro cuyos derechos de voto hayan sido suspendidos en virtud del párrafo 2) de este Artículo o de los Artículos 38, 45, 48, 54 o 59, dejará por ello de estar obligado a pagar su contribución.

Artículo 26

Certificación y publicación de cuentas

Tan pronto como sea posible después del cierre de cada ejercicio económico se presentará al Consejo, para su aprobación y publicación, un estado de cuentas certificado por auditores externos de los ingresos y gastos de la Organización durante ese ejercicio económico.

CAPITULO VII - REGULACION DE LAS EXPORTACIONES

Artículo 27

Obligaciones generales de los Miembros

- 1) Los Miembros se comprometen a desarrollar su política comercial de tal manera que se logren los objetivos enunciados en el Artículo 1, y sobre todo los del párrafo 4) de ese Artículo. Aceptan que conviene que se aplique el Convenio de manera que los ingresos reales obtenidos de la exportación del café puedan aumentar gradualmente de acuerdo con sus necesidades de divisas a fin de mantener sus programas de desarrollo social y económico.
- 2) Para lograr tales fines mediante el establecimiento de cuotas conforme a lo previsto en este capítulo y la aplicación en otras formas de las disposiciones del Convenio, los Miembros convienen que es necesario asegurar que el nivel general de los precios del café no caerá por debajo de los precios que regían en 1962.
- 3) Los Miembros aceptan asimismo que conviene asegurar a los consumidores precios que sean equitativos y no impidan la conveniente expansión del consumo.

Artículo 28

Cuotas básicas de exportación

A partir del 1º de octubre de 1968, los países exportadores tendrán las cuotas básicas de exportación que se indican en el Anexo A.

Artículo 29

Cuota básica de exportación de un grupo Miembro

Cuando dos o más de los países enumerados en el Anexo A formen un grupo Miembro de acuerdo con las disposiciones del Artículo 5, las cuotas básicas de exportación de esos países consignadas en el Anexo A se sumarán, y el total resultante será considerado como una sola cuota básica de exportación, para los efectos de las disposiciones de este capítulo.

Artículo 30

Fixación de las cuotas anuales de exportación

- 1) Por lo menos 30 días antes del comienzo de cada año cafetero, el Consejo aprobará por mayoría de dos tercios un cálculo de las importaciones y exportaciones totales del mundo para el año cafetero siguiente y un cálculo de las exportaciones probables procedentes de los países no miembros.
- 2) A base de estos cálculos, el Consejo fijará inmediatamente cuotas anuales de exportación para todos los Miembros exportadores. Esas cuotas anuales de exportación constituirán el mismo porcentaje de las cuotas básicas de exportación consignadas en el Anexo A, para todos los Miembros exportadores, excepto para aquéllos cuyas cuotas anuales estén sujetas a las disposiciones del párrafo 2) del Artículo 31.

Artículo 31

Disposiciones complementarias relativas a cuotas básicas y anuales de exportación

- 1) No se asignará cuota básica a ningún Miembro exportador cuyo promedio de exportaciones anuales autorizadas de café haya sido inferior a 100.000 sacos durante los tres años anteriores, y su cuota anual

de exportación se calculará de acuerdo con el párrafo 2) del presente Artículo. Cuando la cuota anual de exportación de cualquiera de dichos Miembros alcance los 100.000 sacos, el Consejo establecerá una cuota básica para el Miembro exportador de que se trate.

2) Sin perjuicio de las disposiciones de la nota 2/ del Anexo A del Convenio, todo Miembro exportador al que no se haya asignado cuota básica, dispondrá, en el año cafetero 1968-69, de la cuota indicada en la nota 1/ del Anexo A del Convenio. En cada uno de los años siguientes, y conforme a las disposiciones del párrafo 3) del presente Artículo, la cuota se incrementará en un 10 por ciento con relación a la cuota inicial, hasta alcanzar el máximo de 100.000 sacos estipulado en el párrafo 1) del presente Artículo.

3) A más tardar el 31 de julio de cada año, todo Miembro interesado notificará al Director Ejecutivo, para información del Consejo, la cantidad de café que probablemente vaya a tener disponible para exportación bajo el régimen de cuotas durante el año cafetero siguiente. La cuota de exportación para el año cafetero siguiente será la cantidad así indicada por el Miembro exportador, siempre que tal cantidad no exceda del límite permisible definido en el párrafo 2) del presente Artículo.

4) Los Miembros exportadores a los que no se les haya asignado cuota básica estarán sujetos a las disposiciones de los Artículos 27, 29, 32, 34, 35, 38 y 40.

5) Todo Territorio en Fideicomiso administrado en virtud de un acuerdo de administración fiduciaria concertado con las Naciones Unidas, cuyas exportaciones anuales a países que no sean la Autoridad Administradora sean inferiores a 100.000 sacos, quedará exento de las disposiciones del Convenio relativas a cuotas, mientras sus exportaciones no sobrepasen la cantidad mencionada.

Fijación de las cuotas trimestrales de exportación

- 1) Inmediatamente después de haber fijado las cuotas anuales de exportación, el Consejo fijará las cuotas trimestrales de exportación para cada Miembro exportador, con el objeto de que la oferta se mantenga en equilibrio razonable durante todo el año cafetero con la demanda calculada.
- 2) Estas cuotas representarán en lo posible el 25 por ciento de la cuota anual de exportación de cada Miembro durante el año cafetero. No se permitirá a ningún Miembro exportar más del 30 por ciento en el primer trimestre, más del 60 por ciento en los dos primeros trimestres y más del 80 por ciento en los tres primeros trimestres del año cafetero. Si las exportaciones efectuadas por cualquier Miembro en un determinado trimestre son inferiores a su cuota para ese trimestre, el saldo se añadirá a su cuota del trimestre siguiente de ese año cafetero.

Artículo 33

Ajuste de las cuotas anuales de exportación

Si las condiciones del mercado lo requirieren, el Consejo podrá revisar la situación de las cuotas y variar el porcentaje de las cuotas básicas de exportación fijadas en virtud del párrafo 2) del Artículo 30. Al proceder así, el Consejo tomará en cuenta cualquier probable déficit de café que puedan tener los Miembros.

Artículo 34

Notificación del déficit de café

- 1) Los Miembros exportadores se comprometen a notificar al Consejo, lo antes posible en el curso del año cafetero y a más tardar al final de su octavo mes, así como en las fechas posteriores en que

el Consejo lo solicite, si disponen de cantidades suficientes de café para exportar el volumen total de la cuota para ese año.

2) El Consejo tendrá en cuenta esas notificaciones al determinar si debe o no ajustar el nivel de las cuotas de exportación de conformidad con las disposiciones del Artículo 33.

Artículo 35

Ajuste de las cuotas trimestrales de exportación

1) El Consejo modificará las cuotas trimestrales establecidas para cada Miembro en virtud del párrafo 1) del Artículo 32, en las circunstancias estipuladas en este Artículo.

2) Si el Consejo modifica las cuotas anuales de exportación según lo previsto en el Artículo 33, esa modificación se reflejará en las cuotas para el trimestre en curso, o para el trimestre en curso y los trimestres restantes, o para los trimestres restantes del año cafetero.

3) Aparte del ajuste previsto en el párrafo anterior, el Consejo podrá, si considera que la situación del mercado lo requiere, hacer ajustes entre las cuotas trimestrales del trimestre en curso y de los trimestres restantes de un mismo año cafetero, sin modificar por ello las cuotas anuales.

4) Cuando, por circunstancias excepcionales, un Miembro exportador considere que las limitaciones establecidas en el párrafo 2) del Artículo 32 podrían causar serios perjuicios a su economía, el Consejo podrá, a solicitud de ese Miembro, adoptar las medidas pertinentes de conformidad con las disposiciones del Artículo 57. El Miembro interesado deberá demostrar los perjuicios sufridos y proporcionar garantías adecuadas en lo relativo al mantenimiento de la estabilidad de los precios. Sin embargo, el Consejo no podrá en ningún caso autorizar a un país a exportar más del 35 por ciento de su cuota anual de

exportación en el primer trimestre, más del 65 por ciento en los dos primeros trimestres y más del 85 por ciento en los tres primeros trimestres del año cafetero.

5) Todos los Miembros reconocen que las alzas o bajas substanciales de los precios ocurridas durante períodos breves pueden causar una distorsión excepcional en las tendencias principales de los precios, ocasionar una grave preocupación a productores y consumidores y amenazar el logro de los objetivos del Convenio. Por lo tanto, si tales movimientos en el nivel general de precios ocurren durante períodos breves, los Miembros podrán solicitar que se convoque al Consejo, el cual podrá modificar por mayoría simple distribuida el volumen total de la cuota trimestral en vigor.

6) Si el Consejo comprobara que un alza o baja brusca o inusitada del nivel general de precios se debe a una maniobra artificial en el mercado cafetero ocasionada por acuerdos entre importadores, entre exportadores, o entre unos y otros, decidirá por mayoría simple qué medidas correctivas deben aplicarse para reajustar el volumen total de las cuotas trimestrales en vigor.

Artículo 36

Procedimiento para ajustar las cuotas de exportación

1) Con excepción de lo dispuesto en los Artículos 31 y 37, las cuotas anuales de exportación se fijerán, y los ajustes se efectuarán modificando la cuota básica de exportación de cada Miembro en un porcentaje que será igual para todos.

2) Los cambios generales que se efectúen en todas las cuotas trimestrales en cumplimiento de lo dispuesto en los párrafos 2), 3), 5) y 6) del Artículo 35 se aplicarán a prorrata a las cuotas trimestrales de exportación de cada Miembro, siguiendo las normas pertinentes que establezca el Consejo. En esas normas se tendrán en cuenta

los distintos porcentajes de las cuotas anuales de exportación que los diversos Miembros hayan exportado o tengan derecho a exportar en cada trimestre del año cafetero.

3) Todas las decisiones del Consejo sobre fijación y ajuste de las cuotas anuales y de las cuotas trimestrales en virtud de los Artículos 30, 32, 33 y 35 se adoptarán, salvo disposiciones en contrario, por mayoría distribuida de dos tercios.

Artículo 37

Disposiciones adicionales para el ajuste de las cuotas de exportación

1) Además de fijar las cuotas anuales de exportación de acuerdo con el cálculo de las importaciones y exportaciones totales del mundo, según se dispone en el Artículo 30, el Consejo tratará de asegurar:

- a) que los consumidores puedan obtener suministros de café de los tipos que requieran;
- b) que los precios de los diversos tipos de café sean equitativos, y
- c) que no ocurran fluctuaciones substanciales de precios en períodos breves.

2) Para lograr tales fines, el Consejo podrá, sin perjuicio de lo dispuesto en el Artículo 36, adoptar un sistema para el ajuste de las cuotas anuales y trimestrales en función del movimiento de precios de los principales tipos de café. El Consejo fijará anualmente un límite a la cuantía en que podrán reducirse las cuotas anuales en virtud de cualquier sistema que se establezca, el cual no podrá exceder del cinco por ciento. Para los fines de dicho sistema, el Consejo podrá fijar diferenciales de precios y márgenes de precios a los diversos tipos de café. Para ello el Consejo tendrá en cuenta, entre otras cosas, las tendencias de precios.

3) Las decisiones del Consejo en virtud de las disposiciones del párrafo 2) de este Artículo se adoptarán por una mayoría distribuida de dos tercios.

Artículo 38

Observancia de las cuotas de exportación

1) Los Miembros exportadores sujetos a cuota adoptarán las medidas necesarias para garantizar el pleno cumplimiento de todas las disposiciones del Convenio relativas a cuotas. Aparte de cualesquiera medidas que el Consejo pueda adoptar, éste podrá, por mayoría distribuida de dos tercios, exigir a dichos Miembros que tomen medidas complementarias para que se aplique con eficacia el sistema de cuotas previsto en el Convenio.

2) Ningún Miembro exportador podrá sobrepasar las cuotas anuales o trimestrales que se les hubieren asignado.

3) Si un Miembro exportador se excede de su cuota en un determinado trimestre, el Consejo deducirá de una o varias de sus cuotas siguientes una cantidad igual al 110 por ciento de dicho exceso.

4) Si durante la vigencia del presente Convenio, un Miembro exportador se excede por segunda vez de su cuota trimestral, el Consejo deducirá de una o varias de sus cuotas siguientes una cantidad igual al doble de ese exceso.

5) Si durante la vigencia del presente Convenio, un Miembro exportador se excede por tercera vez, o más veces, de su cuota trimestral, el Consejo aplicará la misma deducción prevista en el párrafo 4) de este Artículo y se suspenderán los derechos de voto del Miembro hasta el momento en que el Consejo decida si cabe exigir el retiro de dicho Miembro de la Organización, de conformidad con el Artículo 67.

6) De conformidad con el reglamento establecido por el Consejo, las deducciones de cuota previstas en los párrafos 3), 4) y 5) del presente Artículo y las medidas adicionales que dispone el párrafo 5) serán aplicadas por el Consejo tan pronto como se reciba la necesaria información.

Artículo 39

Embarques de café procedentes de territorios dependientes

1) Con sujeción a las disposiciones del párrafo 2) de este Artículo, las partidas de café procedentes de cualquiera de los territorios dependientes de un Miembro y destinadas a su territorio metropolitano o a otro de sus territorios dependientes para el consumo interno en el mismo, o para el consumo en cualquiera de los demás territorios dependientes, no se considerarán exportaciones de café y no estarán sujetas a las limitaciones de las cuotas, siempre que el Miembro interesado llegue a un acuerdo satisfactorio para el Consejo sobre el control de las reexportaciones y sobre cualquier otra cuestión que, a juicio del Consejo, esté relacionada con el funcionamiento del Convenio y surja de la relación especial entre el territorio metropolitano del Miembro y sus territorios dependientes.

2) Sin embargo, el comercio de café entre un Miembro y cualquiera de sus territorios dependientes que, conforme a las disposiciones de los Artículos 4 y 5 sea Miembro individual de la Organización o componente de un grupo Miembro, se considerará para los efectos del Convenio como comercio de exportación de café.

Artículo 40

Exportaciones no imputadas a las cuotas

1) Para favorecer el consumo de café en ciertas regiones del mundo donde hay un reducido consumo por habitante y un potencial de expansión considerable, las exportaciones destinadas a los países enumerados en el Anexo B, con sujeción a las disposiciones del inciso f) del párrafo 2) del presente Artículo, no se imputarán a las cuotas. El Consejo reexaminará anualmente el Anexo B con el objeto de determinar si conviene suprimir del Anexo, o añadir al mismo, uno o varios países y podrá, si así lo decidiere, tomar las medidas del caso.

- 2) Las exportaciones destinadas a los países enumerados en el Anexo B se ajustarán a las disposiciones de los incisos siguientes:
- a) El Consejo preparará anualmente un cálculo de las importaciones para el consumo interno de los países enumerados en el Anexo B, después de examinar los resultados obtenidos el año anterior respecto al aumento del consumo de café en esos países y teniendo en cuenta el probable efecto de las campañas de promoción y de los acuerdos de comercio. El Consejo podrá revisar ese cálculo en el curso del año. Los Miembros exportadores considerados en conjunto no exportarán a los países enumerados en el Anexo B una cantidad que exceda de la cantidad fijada por el Consejo y, a tal efecto, la Organización mantendrá informados a los Miembros sobre las exportaciones que se estén efectuando con destino a dichos países. Los Miembros exportadores comunicarán a la Organización, a más tardar treinta días después del fin de cada mes, todas las exportaciones hechas a cada uno de los países enumerados en el Anexo B durante ese mes.
 - b) Los Miembros proporcionarán las estadísticas y demás información que necesite la Organización para ayudarle a fiscalizar la corriente de café hacia los países enumerados en el Anexo B y para asegurarse que se consuma en dichos países.
 - c) Los Miembros exportadores procurarán negociar de nuevo lo antes posible los acuerdos comerciales vigentes, con el objeto de incluir en ellos disposiciones tendientes a impedir la reexportación de café desde los países enumerados en el Anexo B a mercados tradicionales. Los Miembros exportadores incluirán también tales disposiciones en todos los nuevos acuerdos comerciales y en

todos los nuevos contratos de venta no previstos en los acuerdos comerciales, tanto si dichos contratos se conciernen con comerciantes privados como si se celebran con organizaciones gubernamentales.

- d) Para mantener el control permanente de las exportaciones a los países enumerados en el Anexo B, los Miembros exportadores marcarán claramente todos los sacos de café destinados a dichos países con las palabras "Nuevo Mercado" y exigirán garantías adecuadas para impedir la reexportación o desvío de ese café a países no enumerados en el Anexo B. El Consejo podrá establecer normas pertinentes a este propósito. Todos los Miembros, aparte de los enumerados en el Anexo B, prohibirán la entrada, sin excepción, de todas las partidas de café consignadas directamente, o desviadas desde un país enumerado en el Anexo B, o cuyos sacos o documentos de exportación exhiban pruebas de haber sido destinadas inicialmente a un país enumerado en el Anexo B o las partidas que vayan acompañadas por un certificado que indique estar destinado a un país enumerado en el Anexo B o que esté marcado con las palabras "Nuevo Mercado".
- e) El Consejo preparará todos los años un informe detallado sobre los resultados obtenidos en el desarrollo de los mercados de café de los países enumerados en el Anexo B.
- f) En el caso de que el café exportado por un Miembro a un país de los enumerados en el Anexo B sea reexportado o desviado a cualquier otro país no enumerado en el Anexo B, el Consejo cargará la cantidad correspondiente a la cuota del Miembro exportador de que se trate, y, además, de conformidad con el reglamento establecido por el Consejo, podrá aplicar las disposiciones del párrafo 4)

del Artículo 38. Si se produjere otra reexportación, desde el mismo país enumerado en el Anexo B, el Consejo investigará el caso y, si lo considera necesario, podrá en cualquier momento excluir a dicho país del Anexo B.

3) Las exportaciones de café en grano como materia prima para procesos industriales con fines diferentes del consumo humano como bebida o alimento no serán imputadas a las cuotas, siempre que el Miembro exportador pruebe a satisfacción del Consejo que el café en grano se utilizará realmente para tales fines.

4) El Consejo podrá decidir, a petición de un Miembro exportador, que no se imputen a su cuota las exportaciones de café efectuadas por ese Miembro para fines humanitarios u otros fines no comerciales.

Artículo 41

Acuerdos regionales e interregionales sobre precios

1) Los acuerdos regionales e interregionales sobre precios, concertados entre Miembros exportadores, deberán ser compatibles con los objetivos generales del presente Convenio y, deberán registrarse ante el Consejo. En tales acuerdos se tendrán en cuenta los intereses de los productores y consumidores, así como los objetivos del Convenio. Todo Miembro de la Organización que considere que cualquiera de estos acuerdos puede acarrear consecuencias incompatibles con los objetivos del Convenio, podrá pedir al Consejo que los examine juntamente con los Miembros interesados en su próximo período de sesiones.

2) Previa consulta con los Miembros y con la organización regional a que pertenezcan, el Consejo podrá recomendar una escala de diferenciales de precios para diversas clases y calidades de café, y los Miembros se esforzarán por lograr esa escala mediante sus respectivas políticas en materia de precios.

3) Si se producen fluctuaciones substanciales de precios durante períodos breves para las clases y calidades de café para las cuales se haya aprobado una escala de diferenciales de precios en virtud de recomendaciones formuladas de conformidad con el párrafo 2) de este Artículo, el Consejo podrá recomendar medidas adecuadas para corregir tal situación.

Artículo 42

Investigación de las tendencias del mercado

El Consejo estudiará constantemente las tendencias del mercado del café, con el objeto de recomendar una política de precios que tenga presentes los resultados logrados mediante el sistema de cuotas previsto en el Convenio.

CAPITULO VIII - CERTIFICADOS DE ORIGEN Y DE REEXPORTACION

Artículo 43

Certificados de origen y de reexportación

1) Toda exportación de café procedente de cualquier Miembro en cuyo territorio se haya producido dicho café irá acompañada de un certificado de origen válido, de conformidad con los reglamentos adoptados por el Consejo, y expedido por un organismo competente que será escogido por ese Miembro y aprobado por la Organización. Cada Miembro decidirá el número de ejemplares del certificado que requerirá, y cada certificado original y todas sus copias llevarán un número de serie. A menos que el Consejo decida otra cosa, el original del certificado acompañará a los documentos de exportación y el país Miembro enviará inmediatamente una copia a la Organización, con la salvedad de que los originales de los certificados expedidos para cubrir exportaciones de café a países no miembros serán despachados directamente a la Organización por el país Miembro.

2) Toda reexportación de café procedente de un Miembro irá acompañada de un certificado válido de reexportación, de conformidad con los reglamentos adoptados por el Consejo, expedido por un organismo competente escogido por ese Miembro y aprobado por la Organización, en el que se hará constar que el café de que se trata se importó de conformidad con las disposiciones del Convenio. Cada Miembro decidirá el número de ejemplares del certificado que requerirá y todos los originales y copias de los certificados llevarán un número de serie. A manos que el Consejo decida otra cosa, el original del certificado de reexportación acompañará a los documentos de reexportación y el Miembro reexportador enviará inmediatamente una copia a la Organización, con la salvedad de que los originales de los certificados de reexportación expedidos para cubrir reexportaciones de café a un país no miembro, serán despachados directamente a la Organización.

3) Todo Miembro comunicará a la Organización el nombre del organismo, gubernamental o no gubernamental, que aplicará las medidas y desempeñará las funciones descritas en los párrafos 1) y 2) de este Artículo. La Organización aprobará específicamente los organismos no gubernamentales, una vez que el país Miembro interesado le haya suministrado pruebas suficientes de la capacidad y voluntad de tales organismos para desempeñar el cometido que le corresponde al Miembro de conformidad con las normas y reglamentos establecidos en virtud de las disposiciones de este Convenio. El Consejo podrá declarar en cualquier momento, cuando haya motivo, que deja de considerar aceptable a determinado organismo no gubernamental. De una manera directa o por conducto de una organización mundial internacionalmente reconocida, el Consejo adoptará las medidas necesarias para poder convencerse, en todo momento, de que los certificados de origen y los certificados de reexportación se expedien y utilizan correctamente, así como para poder saber las cantidades de café que ha exportado cada Miembro.

4) Todo organismo no gubernamental aprobado como organismo certificador de conformidad con las disposiciones del párrafo 3) del presente Artículo, mantendrá un registro de los certificados expedidos y

de los documentos que justifiquen su expedición, durante un periodo no inferior a dos años. Para obtener su aprobación como organismo certificador en virtud de las disposiciones del párrafo 3) de este Artículo, tal organismo no gubernamental habrá de comprometerse previamente a poner dicho registro a disposición de la Organización para su inspección.

5) Los Miembros prohibirán la entrada de cualquier partida de café procedente de cualquier otro Miembro, ya se haya importado directamente o a través de un país no miembro, que no vaya acompañada de un certificado de origen o de reexportación válido, expedido de conformidad con los reglamentos adoptados por el Consejo.

6) Las pequeñas cantidades de café en las formas que el Consejo pudiere determinar, o el café para consumo directo en barcos, aviones y otros medios internacionales de transporte, quedarán exentos de las disposiciones previstas en los párrafos 1) y 2) de este Artículo.

CAPITULO IX - CAFE ELABORADO

Artículo 44

Medidas relativas al café elaborado

1) Ningún Miembro aplicará medidas gubernamentales que afecten sus exportaciones y reexportaciones de café a otro Miembro que, consideradas globalmente en relación con ese otro Miembro, representen un trato discriminatorio en favor del café elaborado en comparación con el café verde. Al aplicar esta disposición, los Miembros podrán tener debidamente en cuenta lo siguiente:

- a) la situación especial de los mercados enumerados en el Anexo B del Convenio;
- b) el trato diferencial por parte de un Miembro importador, en lo que se refiere a importaciones o reexportaciones de las diversas formas de café.

- 2) a) Si un Miembro estimare que no se están cumpliendo las disposiciones del párrafo 1) del presente Artículo, podrá notificar su reclamación por escrito al Director Ejecutivo, a la cual acompañará un informe detallado de las razones en que fundamenta su opinión y una relación de las medidas que a su juicio deberían adoptarse. El Director Ejecutivo informará inmediatamente al Miembro contra el que se haya formulado la reclamación y solicitará su parecer. Instará a los Miembros a que lleguen a una solución satisfactoria para ambos y, tan pronto como sea posible, presentará un informe completo al Consejo, en el que se incluyan las medidas que deberían adoptarse a juicio del Miembro reclamante, así como el parecer de la otra parte.
- b) Si no se ha encontrado una solución dentro de un plazo de 30 días después de recibida la notificación por el Director Ejecutivo, éste establecerá una junta de arbitraje, a más tardar 40 días después de recibida la notificación. Dicha comisión estará compuesta como sigue:
 - i) una persona designada por el Miembro reclamante;
 - ii) una persona designada por el Miembro contra el cual se haya formulado la reclamación; y
 - iii) un presidente designado de mutuo acuerdo por los Miembros interesados o, en el caso de que no haya acuerdo, por las dos personas designadas en virtud de los incisos i) y ii).
- c) Si la junta no queda plenamente constituida dentro de un plazo de 45 días después de que el Director Ejecutivo haya recibido la notificación, los árbitros que no hayan sido nombrados serán designados por el Presidente del Consejo, en un plazo adicional de 10 días, previa consulta con los Miembros interesados.

- d) Ninguno de los árbitros será funcionario de los Gobiernos interesados en el caso, ni podrá tener interés en su resultado.
 - e) Los Miembros interesados facilitarán la labor de la comisión y pondrán a su disposición toda la información pertinente.
 - f) La junta de arbitraje, con base en toda la información de que disponga, determinará, en un plazo de tres semanas después de haber sido constituida, si existe trato discriminatorio y, en caso afirmativo, en qué medida.
 - g) Las decisiones de la junta sobre todas las cuestiones, ya sean de fondo o de procedimiento, se adoptarán, en caso necesario, por mayoría de votos.
 - h) El Director Ejecutivo notificará inmediatamente a los Miembros interesados e informará al Consejo acerca de las conclusiones de la junta.
 - i) Los costos de la junta de arbitraje se imputarán al presupuesto administrativo de la Organización.
- 3) a) Si se llegare a la conclusión de que existe trato discriminatorio, se concederá al Miembro interesado un plazo de 30 días a partir de la fecha en que se le hayan notificado las conclusiones de la junta de arbitraje, con el objeto de corregir la situación de conformidad con las conclusiones de la junta. El Miembro informará al Consejo acerca de las medidas que tenga intención de adoptar.

b) Si, transcurrido ese plazo, el Miembro reclamante considera que no se ha remediado la situación, podrá, después de informar al Consejo, adoptar contramedidas, las cuales no excederán de lo que sea necesario para neutralizar el trato discriminatorio determinado por la junta de arbitraje, y sólo se aplicarán en tanto exista el trato discriminatorio.

c) Los Miembros interesados mantendrán informado al Consejo acerca de las medidas que estén adoptando.

4) Al aplicar las contramedidas, los Miembros se comprometen a tener debidamente en cuenta la necesidad que tienen los países en desarrollo de aplicar políticas encaminadas a ampliar la base de sus economías, mediante, entre otras cosas, la industrialización y la exportación de productos manufacturados, y a hacer todo lo necesario para asegurar que las disposiciones del presente Artículo se apliquen equitativamente a todos los Miembros que se encuentren en una situación análoga.

5) No podrá interpretarse que ninguna de las disposiciones del presente Artículo impide que un Miembro suscite ante el Consejo una cuestión relacionada con este Artículo, o que se acoja a lo dispuesto en los Artículos 58 y 59, pero tales acciones no podrán interrumpir, sin previo consentimiento de los Miembros interesados, ningún procedimiento que se hubiere iniciado en virtud del presente Artículo, ni impedir que se inicie tal procedimiento, a menos que se hubiere llevado a término un procedimiento en virtud del Artículo 59 en relación al mismo caso.

6) Cualquiera de los plazos mencionados en el presente Artículo podrá ser modificado por acuerdo entre los Miembros interesados.

CAPITULO X - REGULACION DE LAS IMPORTACIONES

Artículo 45

Regulación de las importaciones

- 1) Para evitar que los países exportadores no miembros aumenten sus exportaciones a expensas de los Miembros, cada Miembro limitará sus importaciones anuales de café producido en países exportadores no miembros, a una cantidad que no exceda del promedio de sus importaciones anuales de café de dichos países, efectuadas durante los años civiles 1960, 1961 y 1962.
- 2) El Consejo, por mayoría distribuida de dos tercios, podrá suspender o alterar esas limitaciones cuantitativas si así lo cree necesario para coadyuvar a los objetivos del Convenio.
- 3) El Consejo elaborará informes anuales sobre las cantidades de café originario de países no miembros cuya importación esté permitida, e informes trimestrales sobre las importaciones de cada Miembro importador efectuadas de conformidad con las disposiciones del párrafo 1) del presente Artículo.
- 4) Las obligaciones de los párrafos anteriores de este Artículo se entenderán sin perjuicio de las obligaciones en conflicto, bilaterales o multilaterales, que los Miembros importadores hayan contraído con países no miembros antes del 1 de agosto de 1962, siempre que todo Miembro importador que haya asumido esas obligaciones en conflicto las cumpla de forma tal que disminuya en la medida de lo posible el conflicto con las obligaciones descritas en los párrafos anteriores, adopte cuanto antes medidas para conciliar sus obligaciones con las disposiciones de esos párrafos, e informe detalladamente al Consejo sobre las obligaciones citadas, así como sobre las medidas que haya tomado para atenuar o eliminar el conflicto existente.
- 5) Si un Miembro importador no cumple las disposiciones de este Artículo, el Consejo podrá suspender, por mayoría distribuida de dos tercios, su derecho de voto en el Consejo y su derecho a que se depositen sus votos en la Junta.

CAPITULO XI - AUMENTO DEL CONSUMO

Artículo 46

Promoción

- 1) El Consejo patrocinará la promoción del consumo de café. Para este efecto, podrá mantener un comité separado cuyos objetivos serán promover por todos los medios adecuados el consumo en países importadores, sin distinción de origen, tipo o marca de café, y empeñarse en lograr y mantener la más alta calidad y pureza de la bebida.
- 2) Se aplicarán a dicho comité las siguientes disposiciones:
 - a) El costo del programa de promoción será pagado con las contribuciones de los Miembros exportadores;
 - b) Los Miembros importadores podrán contribuir también con aportes financieros al programa de promoción;
 - c) Sólo podrán ser miembros del comité los Miembros que contribuyan al programa de promoción;
 - d) El Consejo examinará la magnitud y el costo del programa;
 - e) El Consejo aprobará los Estatutos del comité;
 - f) Antes de iniciar una campaña en un país, el comité obtendrá la aprobación del Miembro de que se trate;
 - g) El comité controlará todos los recursos destinados a la promoción y aprobará todas las cuentas relacionadas con ellos.
- 3) Los gastos administrativos ordinarios relativos al personal permanente de la Organización directamente dedicado a actividades de promoción, a excepción de los gastos de viaje con fines de promoción, se cargarán al presupuesto administrativo de la Organización.

Artículo 47

Eliminación de obstáculos al consumo

1) Los Miembros reconocen la importancia vital de lograr cuanto antes el mayor aumento posible del consumo de café, en especial reduciendo gradualmente cualquier obstáculo que pueda oponerse a ese aumento.

2) Los Miembros reconocen que hay disposiciones actualmente en vigor que pueden, en mayor o menor medida, oponerse al aumento del consumo del café y en particular:

- a) los regímenes de importación aplicables al café, entre los que cabe incluir los aranceles preferenciales o de otra índole, las cuotas, las operaciones de los monopolios estatales de importación y de los organismos oficiales de compra, y demás normas administrativas y prácticas comerciales;
- b) los regímenes de exportación, en lo relativo a los subsidios directos o indirectos, y demás normas administrativas y prácticas comerciales; y
- c) las condiciones internas de comercialización y las disposiciones legales y administrativas internas que puedan afectar el consumo.

3) Habida cuenta de los objetivos mencionados y de las disposiciones del párrafo 4) del presente Artículo, los Miembros se esforzrán por proseguir la reducción de los aranceles aplicables al café, o bien por adoptar otras medidas encaminadas a eliminar los obstáculos al aumento del consumo.

4) Tomando en consideración sus intereses comunes y dentro del espíritu del Anexo A.II.1 del Acta Final de la Primera Conferencia de las Naciones Unidas sobre Comercio y Desarrollo, los Miembros se comprometen a buscar la forma de reducir poco a poco y, siempre que sea posible, llegar a eliminar los obstáculos que se oponen al aumento de la comercialización y el consumo mencionados en el párrafo 2) de este Artículo, o los medios de atenuar considerablemente sus efectos.

- 5) Los Miembros informarán al Consejo acerca de las medidas adoptadas con el objeto de aplicar las disposiciones del presente Artículo.
- 6) Con el fin de coadyuvar a los objetivos del presente Artículo, el Consejo podrá formular recomendaciones a los Miembros, y en el primer período de sesiones del año cafetero 1969-70 examinará los resultados obtenidos.

CAPITULO XIII - POLITICA DE PRODUCCION Y MEDIDAS DE CONTROL

Artículo 48

Política de producción y medidas de control

- 1) Cada Miembro productor se compromete a ajustar su producción de café a un volumen que no exceda del necesario para el consumo interno, las exportaciones permitidas y las existencias mencionadas en el Artículo 49.
- 2) Cada Miembro exportador propondrá a la Junta Ejecutiva, antes del 31 de diciembre de 1968, su meta de producción para el año cafetero 1972-73, la cual se basará en los elementos expuestos en el párrafo 1) de este Artículo. Tal meta se considerará aprobada a menos que la Junta Ejecutiva la rechace por mayoría simple distribuida, antes del primer período de sesiones que celebre el Consejo con posterioridad al 31 de diciembre de 1968. La Junta Ejecutiva comunicará al Consejo las metas de producción que hayan sido aprobadas en esa forma. Si la meta de producción propuesta por un Miembro exportador fuere rechazada por la Junta Ejecutiva, ésta recomendará una meta de producción para tal Miembro exportador. En su primer período de sesiones posterior al 31 de diciembre de 1968, que tendrá lugar antes del 31 de marzo de 1969, el Consejo, por mayoría distribuida de dos tercios y teniendo en cuenta las recomendaciones de la Junta, establecerá metas individuales de producción para aquellos Miembros exportadores cuyas propuestas hayan sido rechazadas por la Junta o que no hayan propuesto ninguna meta.

- 3) Ningún Miembro exportador obtendrá incrementos en su cupo anual de exportación que sobrepasen su cupo anual de exportación vigente el 1º de abril de 1969, hasta que su meta de producción sea aprobada por la Organización o fijada por el Consejo, de acuerdo con el párrafo 2) de este Artículo.
- 4) El Consejo establecerá metas de producción para los Miembros exportadores que se adhieran al Convenio y podrá fijar metas de producción para Miembros productores que no sean Miembros exportadores.
- 5) El Consejo mantendrá en constante examen las metas de producción que se establezcan o aprueben en virtud de este Artículo, y las revisará en la medida necesaria para garantizar que la suma de las metas individuales esté en consonancia con los pronósticos de consumo mundial.
- 6) Los Miembros se comprometen a atenerse a las metas individuales de producción establecidas o aprobadas en virtud de este Artículo, y cada Miembro productor aplicará a tal fin cualesquiera políticas y procedimientos que estime necesarios para ese fin. Las metas individuales de producción establecidas o aprobadas en virtud de este Artículo no constituyen mínimos obligatorios, ni confieren derecho alguno a volúmenes determinados de exportación.
- 7) Los Miembros productores presentarán a la Organización, en la forma y plazos que el Consejo determine, informes periódicos sobre las medidas adoptadas para controlar la producción y ajustarse a sus metas individuales de producción, establecidas o aprobadas según las disposiciones de este Artículo. Teniendo en cuenta los resultados de la apreciación de esa información y de otros datos pertinentes, el Consejo adoptará las medidas, generales o particulares, que estime necesarias o adecuadas.
- 8) Si el Consejo llega a la conclusión de que un Miembro productor no adopta medidas adecuadas para observar las disposiciones de este Artículo, tal Miembro no disfrutará de ningún incremento posterior en

su cupo anual de exportación y podrán suspenderse sus derechos de voto, en virtud de lo dispuesto en el párrafo 7) del Artículo 59 hasta que el Consejo esté convencido de que el Miembro está cumpliendo las obligaciones relativas a este Artículo. No obstante, si después de transcurrido el plazo adicional que el Consejo determine, se llega a la conclusión de que el Miembro interesado no ha adoptado todavía las medidas necesarias para aplicar una política conforme con los objetivos de este Artículo, el Consejo podrá exigir el retiro de dicho Miembro de la Organización, a tenor del Artículo 67.

9) La Organización proporcionará a los Miembros que así lo soliciten, en las condiciones que pueda determinar el Consejo, toda la asistencia posible y compatible con sus atribuciones, con el objeto de contribuir al logro de los fines del presente Artículo.

10) Los Miembros importadores se comprometen a cooperar con los Miembros exportadores en la ejecución de los planes de éstos para ajustar su producción de café de conformidad con lo dispuesto en el párrafo 1) de este Artículo. En particular, los Miembros se abstendrán de ofrecer directamente ayuda financiera o técnica, o de apoyar propuestas de ayuda de esa naturaleza por parte de cualquier organismo internacional al que pertenezcan, destinada a la aplicación de políticas de producción contrarias a los objetivos del presente Artículo, tanto si el país beneficiario es Miembro de la Organización Internacional del Café como si no lo es. La Organización mantendrá estrecho contacto con los organismos internacionales interesados, a fin de conseguir su máxima cooperación en la aplicación de este Artículo.

11) Todas las decisiones previstas en este Artículo, con excepción de lo prescrito en el párrafo 2) del mismo, se adoptarán por mayoría distribuida de dos tercios.

CAPITULO XIII - REGULACION DE LAS EXISTENCIAS

Artículo 49

Política relativa a las existencias

- 1) Con el objeto de complementar las disposiciones del Artículo 48, el Consejo podrá establecer, por mayoría distribuida de dos tercios, una política relativa a las existencias de café en los países Miembros productores.
- 2) El Consejo adoptará medidas para comprobar anualmente el volumen de las existencias de café en poder de cada Miembro exportador, de conformidad con los procedimientos que establezca. Los Miembros interesados facilitarán esa verificación anual.
- 3) Los Miembros productores se asegurarán de que en sus respectivos países existan instalaciones adecuadas para el debido almacenamiento de las existencias de café.

CAPITULO XIV - OBLIGACIONES DIVERSAS DE LOS MIEMBROS

Artículo 50

Consultas y colaboración con el comercio

- 1) La Organización mantendrá relación estrecha con las organizaciones no gubernamentales apropiadas que se ocupan del comercio internacional del café y con los exportadores en cuestiones de café.
- 2) Los Miembros desarrollarán las actividades comprendidas en el marco del Convenio, de forma que estén en armonía con los conductos comerciales establecidos. En el desarrollo de esas actividades, procurarán tener debidamente en cuenta los legítimos intereses del comercio cafetero.

Artículo 51

Trueque

Para no poner en peligro la estructura general de los precios, los Miembros se abstendrán de efectuar operaciones de trueque, directa e individualmente vinculadas, que entrañen la venta de café en los mercados tradicionales.

Artículo 52

Mezclas y sucedáneos

1) Los Miembros no mantendrán en vigor ninguna disposición que exija la mezcla, elaboración o utilización de otros productos con café para su venta en el comercio con el nombre de café. Los Miembros se esforzarán por prohibir la publicidad y la venta, con el nombre de café, de productos que contengan como materia prima básica menos del equivalente de 90 por ciento de café verde.

2) El Director Ejecutivo presentará al Consejo un informe anual sobre la observancia de las disposiciones de este Artículo.

3) El Consejo podrá recomendar a cualquier Miembro que adopte las medidas necesarias para asegurar la observancia de las disposiciones de este Artículo.

CAPITULO XV - FINANCIACION ESTACIONAL

Artículo 53

Financiación estacional

1) A solicitud de cualquier Miembro que sea parte en acuerdos bilaterales, multilaterales, regionales o interregionales relativos a la financiación estacional, el Consejo examinará dichos acuerdos con el objeto de comprobar si son compatibles con las obligaciones del Convenio.

2) El Consejo podrá hacer recomendaciones a los Miembros, con el objeto de resolver cualquier incompatibilidad de obligaciones que pudiera surgir.

3) A base de la información obtenida de los Miembros interesados y si lo considera apropiado y pertinente, el Consejo podrá hacer recomendaciones de carácter general a fin de prestar asistencia a los Miembros que necesiten financiación estacional.

CAPITULO XVI - FONDO DE DIVERSIFICACION

Artículo 54

Fondo de Diversificación

1) En virtud del presente Artículo se establece el Fondo de Diversificación de la Organización Internacional del Café, con el fin de coadyuvar al objetivo de limitar la producción de café para establecer un equilibrio razonable entre la oferta y la demanda mundiales. Este Fondo se regirá por los estatutos que apruebe el Consejo, a más tardar el 31 de diciembre de 1968.

2) La participación en el Fondo será obligatoria para toda Parte Contratante que no sea Miembro importador y que tenga un cupo de exportación superior a 100.000 sacos. La participación en el Fondo, con carácter voluntario, de las Partes Contratantes a las que no se aplique esta disposición, y las contribuciones procedentes de otras fuentes, se regirán por las condiciones que se acuerden entre el Fondo y las Partes interesadas.

3) Todo Participante exportador, sujeto a participación obligatoria, aportará al Fondo, en plazos trimestrales, una suma equivalente a 0,60 dólares de EE.UU. por saco, que exporte efectivamente cada año cafetero, por encima de 100.000 sacos, a mercados sujetos a cuota. Las contribuciones se efectuarán durante cinco años consecutivos, a partir del año cafetero 1968-69. El Fondo podrá aumentar, por mayoría de dos tercios, la tasa de las contribuciones hasta un nivel máximo de 1 dólar de los EE.UU. por saco. La contribución anual de cada Participante exportador será calculada inicialmente sobre la base del cupo de exportación que tenga el 1^{er} de octubre del año utilizado para el cálculo. Este cálculo inicial será revisado en función de la cantidad de café efectivamente exportada por el Participante a mercados sujetos a cuota durante el año utilizado para el cálculo, y cualquier ajuste que sea necesario efectuar en la contribución se hará en el año cafetero siguiente. El primer pago trimestral de la contribución anual

correspondiente al año cafetero 1968-69 será exigible el 1º de enero de 1969 y deberá satisfacerse a más tardar el 28 de febrero de 1969.

4) La contribución de cada Participante exportador será utilizada para programas o proyectos aprobados por el Fondo que se realicen dentro de su territorio, pero en cualquier caso, el 20 por ciento de la contribución será pagadera en moneda libremente convertible para su utilización en cualesquiera programas o proyectos aprobados por el Fondo. Además, un porcentaje de la contribución, dentro de los límites que se establezcan en los Estatutos, será pagadero en moneda libremente convertible a fin de costear los gastos administrativos del Fondo.

5) El porcentaje de la contribución que, de conformidad con el párrafo 4) del presente Artículo, debe aportarse en moneda libremente convertible, podrá ser aumentado de mutuo acuerdo entre el Fondo y el Participante exportador interesado.

6) Al comienzo del tercer año de funcionamiento del Fondo, el Consejo examinará los resultados obtenidos en los dos primeros años y podrá entonces revisar las disposiciones del presente Artículo con miras a mejorarlas.

7) Los Estatutos del Fondo dispondrán:

- a) la suspensión de las contribuciones en relación a cambios previamente estipulados que se produzcan en el nivel de los precios del café;
- b) el pago al Fondo, en moneda libremente convertible, de cualquier parte de la contribución que no haya sido utilizada por el Participante interesado;
- c) medidas que permitan la delegación, en una o varias instituciones financieras internacionales, de las funciones y actividades apropiadas del Fondo.

8) A menos que el Consejo decida otra cosa, todo Participante exportador que no cumpla las obligaciones que le impone este Artículo

sufrirá suspensión de sus derechos de voto en el Consejo y no se beneficiará de ningún aumento en su cupo de exportación. El Participante exportador que no cumpla estas obligaciones por un período ininterrumpido de un año cesará de ser Parte del Convenio noventa días después, a menos que el Consejo decida otra cosa.

9) Las decisiones que tome el Consejo en virtud de las disposiciones de este Artículo se adoptarán por mayoría distribuida de dos tercios.

CAPITULO XVII - INFORMACION Y ESTUDIOS

Artículo 55

Información

1) La Organización actuará como centro para la recopilación, intercambio y publicación de:

- a) información estadística sobre la producción, las exportaciones e importaciones, la distribución y el consumo de café en el mundo, y
- b) en la medida que lo considere adecuado, información técnica sobre el cultivo, la elaboración y la utilización del café.

2) El Consejo podrá pedir a los Miembros que le proporcionen la información que considere necesaria para sus operaciones y en particular informes estadísticos regulares acerca de la producción, exportaciones e importaciones, distribución, consumo, existencias y régimen fiscal aplicable al café, pero no se publicará ninguna información que pudiera servir para identificar las operaciones de personas o compañías que produzcan, elaboren o comercialicen el café. Los Miembros proporcionarán la información solicitada en la forma más detallada y precisa que sea posible.

3) Si un Miembro dejare de suministrar, o tuviere dificultades para suministrar, dentro de un plazo razonable, datos estadísticos u

otra información que necesite el Consejo para el buen funcionamiento de la Organización, el Consejo podrá exigirle que exponga las razones de la falta de cumplimiento. Si se comprobare que necesita asistencia técnica en la cuestión, el Consejo podrá adoptar cualquier medida que se requiera al respecto.

Artículo 56

Estudios

1) El Consejo podrá estimular la preparación de estudios acerca de la economía de la producción y distribución del café, del efecto de las medidas gubernamentales de los países productores y consumidores sobre la producción y consumo del café, de las oportunidades para la ampliación del consumo de café en su uso tradicional y en nuevos usos posibles, así como acerca de las consecuencias del funcionamiento del presente Convenio para los países productores y consumidores de café, y en particular sobre su relación de intercambio.

2) La Organización podrá estudiar la posibilidad de establecer normas mínimas para las exportaciones de café de los Miembros productores. El Consejo podrá examinar recomendaciones a este respecto.

CAPÍTULO XVIII - EXONERACION DE OBLIGACIONES

Artículo 57

Exoneración de obligaciones

1) El Consejo, por mayoría distribuida de dos tercios, podrá exonerar a un Miembro de una obligación, por circunstancias excepcionales o de emergencia, por fuerza mayor, o por deberes constitucionales u obligaciones internacionales contraídas en virtud de la Carta de las Naciones Unidas con respecto a territorios que administre en virtud del Régimen de Administración Fiduciaria.

2) El Consejo, al conceder una exoneración a un Miembro, manifestará explícitamente los términos y condiciones bajo los cuales dicho

Miembro quedará relevado de tal obligación, así como el período correspondiente.

3) El Consejo se abstendrá de examinar cualquier solicitud de exoneración de obligaciones relativas a cuota, que se base en el hecho de que, durante uno o más años, el país Miembro haya tenido una producción exportable superior a sus exportaciones permitidas, o que sea consecuencia del incumplimiento por parte de dicho Miembro de las disposiciones de los Artículos 48 y 49.

CAPITULO XIX - CONSULTAS, CONTROVERSIAS Y RECLAMACIONES

Artículo 58

Consultas

Todo Miembro acogerá favorablemente la celebración de consultas, y proporcionará oportunidad adecuada para ellas, por lo que respecta a las gestiones que pudiere hacer otro Miembro acerca de cualquier asunto relativo al Convenio. En el curso de tales consultas, a petición de cualquiera de las partes y previo consentimiento de la otra, el Director Ejecutivo constituirá una comisión independiente que interpondrá sus buenos oficios con el objeto de conciliar las partes. Los costos de la comisión no serán imputados a la Organización. Si una de las partes no acepta que el Director Ejecutivo constituya una comisión o si la consulta no conduce a una solución, el asunto podrá ser remitido al Consejo de conformidad con el Artículo 59. Si la consulta conduce a una solución, se informará de ella al Director Ejecutivo, el cual hará llegar el informe a todos los Miembros.

Artículo 59

Controversias y Reclamaciones

1) Toda controversia relativa a la interpretación o aplicación del Convenio que no se resuelva mediante negociaciones, será sometida, a petición de cualquier Miembro que sea parte en la controversia, a la decisión del Consejo.

2) En cualquier caso en que una controversia haya sido remitida al Consejo para su decisión en virtud del párrafo 1) del presente Artículo, una mayoría de los Miembros, o Miembros que tengan por lo menos un tercio del total de votos, podrán pedir al Consejo, después de debatido el asunto, que, antes de adoptar su decisión, solicite la opinión del grupo consultivo mencionado en el párrafo 3) del presente Artículo acerca de las cuestiones controvertidas.

3) a) A menos que el Consejo decida otra cosa por unanimidad, el grupo estará formado por:

- i) dos personas designadas por los Miembros exportadores, una de ellas con gran experiencia en asuntos análogos al controvertido, y la otra con prestigio y experiencia en cuestiones jurídicas;
- ii) dos personas de condiciones similares designadas por los Miembros importadores; y
- iii) un presidente elegido por unanimidad por las cuatro personas designadas en virtud de los incisos i) y ii), o, en caso de desacuerdo, por el Presidente del Consejo.

b) Podrán ser designados para integrar el grupo consultivo nacionales de los países cuyos gobiernos sean Partes Contratantes de este Convenio.

c) Las personas designadas para formar el grupo consultivo actuarán a título personal y sin sujeción a instrucciones de ningún gobierno.

d) Los gastos del grupo consultivo serán costeados por la Organización.

4) La opinión del grupo consultivo y las razones en que ésta se fundamente serán sometidas al Consejo, el cual decidirá sobre la controversia después de examinar todos los datos pertinentes.

5) Toda reclamación contra un Miembro por falta de cumplimiento de sus obligaciones en virtud del presente Convenio, será remitida al Consejo a petición del Miembro que formule la reclamación, para que aquél decida la cuestión.

6) Para declarar que un Miembro ha incumplido las obligaciones que impone este Convenio se requerirá una mayoría simple distribuida. En cualquier declaración que se haga de que un Miembro ha incumplido el Convenio, deberá especificarse la índole de la infracción.

7) Si el Consejo llegare a la conclusión de que un Miembro ha incumplido el Convenio, podrá, sin perjuicio de las medidas coercitivas previstas en otros artículos del Convenio, privar a dicho Miembro, por mayoría distribuida de dos tercios, de su derecho de voto en el Consejo y de su derecho a que se depositen sus votos en la Junta hasta que cumpla sus obligaciones, o adoptar medidas para su retiro obligatorio en virtud del Artículo 67.

8) Todo Miembro podrá solicitar la opinión previa de la Junta Ejecutiva acerca de cualquier asunto objeto de controversia o reclamación, antes de que dicho asunto se trate en el Consejo.

CAPITULO XX - DISPOSICIONES FINALES

Artículo 60

Firma

Este Convenio estará abierto en la Sede de las Naciones Unidas hasta el 31 de marzo de 1968 inclusive, a la firma de todo gobierno que sea Parte Contratante del Convenio Internacional del Café de 1962.

Artículo 61

Ratificación

El presente Convenio quedará sujeto a aprobación, ratificación o aceptación por los gobiernos signatarios, o por cualquier otra Parte Contratante del Convenio Internacional del Café de 1962, de conformidad

con sus respectivos procedimientos constitucionales. Con excepción de lo dispuesto en el párrafo 2) del Artículo 62, los instrumentos de aprobación, ratificación o aceptación serán depositados en poder del Secretario General de las Naciones Unidas a más tardar el 30 de septiembre de 1968.

Artículo 62

Entrada en vigor

1) Este Convenio entrará en vigor definitivamente el 1º de octubre de 1968 entre los gobiernos que hayan depositado instrumentos de aprobación, ratificación o aceptación, a condición de que, en esa fecha, dichos gobiernos representen por lo menos veinte Miembros exportadores que tengan por lo menos el 80 por ciento de los votos de los Miembros exportadores, y por lo menos diez Miembros importadores que tengan por lo menos el 80 por ciento de los votos de los Miembros importadores. A este fin, la distribución de votos será la que figura en el Anexo C. Podrá igualmente entrar en vigor, con carácter definitivo, en cualquier momento posterior a su entrada en vigor provisional y una vez se satisfagan los requisitos estipulados en este párrafo. El Convenio entrará en vigor definitivamente para cualquier gobierno que deposite un instrumento de aprobación, ratificación, aceptación o adhesión, después de que el Convenio haya entrado definitivamente en vigor para otros gobiernos, y a partir de la fecha de tal depósito.

2) El Convenio podrá entrar en vigor provisionalmente el 1º de octubre de 1968. A tal fin, la notificación de un gobierno signatario, o de cualquier otra Parte Contratante del Convenio Internacional del Café de 1962, de que se compromete a aplicar el Convenio provisionalmente y a gestionar la aprobación, ratificación o aceptación con arreglo a sus procedimientos constitucionales a la mayor brevedad posible, que sea recibida por el Secretario General de las Naciones Unidas a más tardar el 30 de septiembre de 1968, se considerará que tiene los mismos efectos que un instrumento de aprobación, ratificación o aceptación. A todo gobierno que se comprometa a aplicar provisionalmente

el Convenio se le permitirá depositar un instrumento de aprobación, ratificación o aceptación, y será considerado provisionalmente parte de él hasta que deposite su instrumento de aprobación, ratificación o aceptación, o hasta el 31 de diciembre de 1968 inclusive, si esta última fecha fuere anterior a la del depósito.

3) Si el presente Convenio no hubiere entrado en vigor definitiva o provisionalmente el 1º de octubre de 1968, los gobiernos que ya hubieren depositado instrumentos de aprobación, ratificación o aceptación, o bien notificaciones de que se comprometen a aplicar provisionalmente el Convenio y de que van a gestionar la aprobación, ratificación o aceptación, podrán celebrar consultas entre sí, inmediatamente después de aquella fecha, para estudiar qué medidas son necesarias en tal situación, y podrán, de mutuo acuerdo, decidir que entrará en vigor entre ellos. Del mismo modo, si el Convenio hubiere entrado provisionalmente en vigor, pero no definitivamente, el 31 de diciembre de 1968, los gobiernos que ya hubieren depositado instrumentos de aprobación, ratificación, aceptación o adhesión podrán celebrar consultas entre sí para estudiar qué medidas son necesarias en tal situación, y podrán, de mutuo acuerdo, decidir que continuará en vigor provisionalmente, o que entrará en vigor definitivamente, entre ellos.

Artículo 63

Adhesión

1) Podrá adherirse a este Convenio, en las condiciones que el Consejo establezca, el gobierno de cualquier Estado Miembro de las Naciones Unidas o de cualquiera de sus organismos especializados. Si se trata de un país exportador que no figure en el Anexo A, el Consejo determinará, al establecer tales condiciones, las disposiciones relativas a cuotas que se le aplicarán. Si el país exportador figurare en el citado Anexo A, las correspondientes disposiciones relativas a cuotas que aparezcan en el mismo serán aplicables a tal país,

a menos que el Consejo decida otra cosa por una mayoría distribuida de dos tercios. A más tardar el 31 de marzo de 1969, o en la fecha que pueda determinar el Consejo, cualquier Miembro importador del Convenio Internacional del Café de 1962, podrá adherirse al Convenio en las mismas condiciones bajo las cuales hubiera podido aprobar, ratificar o aceptar el Convenio; y si aplica provisionalmente el Convenio, será considerado provisionalmente parte de él hasta que deposite su instrumento de adhesión o hasta la fecha anteriormente citada inclusive, si esta última fecha fuere anterior a la del depósito.

2) Cada gobierno que deposite un instrumento de adhesión indicará en el momento de hacerlo si ingresa en la Organización como Miembro exportador o Miembro importador, tal como están definidos en los párrafos 7) y 8) del Artículo 2.

Artículo 64

Reservas

No podrán formularse reservas respecto de ninguna de las disposiciones del Convenio.

Artículo 65

Notificaciones respecto de los territorios dependientes

1) Cualquier gobierno podrá declarar, en el momento de la firma o del depósito de un instrumento de aprobación, ratificación, aceptación o adhesión, o en cualquier momento posterior mediante notificación al Secretario General de las Naciones Unidas, que este Convenio se extiende a cualquiera de los territorios de cuyas relaciones internacionales es responsable, en cuyo caso el Convenio se hará extensivo a dichos territorios a partir de la fecha de tal notificación.

2) Cualquier Parte Contratante que desee ejercer los derechos que le confiere el Artículo 4 respecto de cualquiera de sus territorios dependientes, o que desee autorizar a uno de sus territorios dependientes para que se integre en un grupo Miembro formado en virtud de los

Artículos 5 6 6, podrá hacerlo mediante la correspondiente notificación al Secretario General de las Naciones Unidas en el momento del depósito de su instrumento de aprobación, ratificación, aceptación o adhesión, o en cualquier momento posterior.

3) Cualquier Parte Contratante que haya hecho una declaración de conformidad con el párrafo 1) de este Artículo, podrá en cualquier momento posterior, mediante notificación al Secretario General de las Naciones Unidas, declarar que el Convenio dejará de extenderse al territorio mencionado en la notificación, y en tal caso el Convenio dejará de hacerse extensivo a tal territorio a partir de la fecha de esa notificación.

4) El gobierno de un territorio al cual se hubiere extendido este Convenio en virtud del párrafo 1) de este Artículo y que obtuviere posteriormente su independencia podrá, en un plazo de noventa días a partir de la obtención de la independencia, declarar por notificación al Secretario General de las Naciones Unidas que ha asumido los derechos y obligaciones como Parte Contratante del Convenio. Desde la fecha de tal notificación, se le considerará Parte Contratante del Convenio.

Artículo 66

Retiro voluntario

Cualquier Parte Contratante podrá retirarse del Convenio en cualquier momento, previa notificación por escrito de su retiro al Secretario General de las Naciones Unidas. Tal retiro surtirá efecto noventa días después de recibida dicha notificación.

Artículo 67

Retiro obligatorio

Si el Consejo determinare que un Miembro ha dejado de cumplir las obligaciones que le impone el Convenio y que tal incumplimiento entorpece notablemente el funcionamiento del Convenio podrá, por una mayoría

distribuida de dos tercios, exigir el retiro de tal Miembro de la Organización. El Consejo comunicará inmediatamente tal decisión al Secretario General de las Naciones Unidas. A los noventa días de haber sido adoptada la decisión por el Consejo, tal Miembro dejará de ser Miembro de la Organización y, si es Parte Contratante, dejará de ser parte del Convenio.

Artículo 68

Ajuste de cuentas con los Miembros que se retiran

1) En el caso de que un Miembro se retire, el Consejo decidirá todo ajuste de cuentas a que haya lugar. La Organización retendrá las cantidades ya abonadas por cualquier Miembro que se retire, el cual quedará obligado a pagar cualquier cantidad que le deba a la Organización en el momento en que surta efecto tal retiro; sin embargo, si se trata de una Parte Contratante que no pueda aceptar una enmienda y, por lo tanto, se retire o cese de participar en el Convenio en virtud de las disposiciones del párrafo 2) del Artículo 70, el Consejo podrá decidir cualquier liquidación de cuentas que considere equitativa.

2) Ningún Miembro que se haya retirado o que haya cesado de participar en el Convenio tendrá derecho a recibir parte alguna del producto de la liquidación o de otros haberes de la Organización, al quedar terminado el Convenio en virtud del Artículo 69.

Artículo 69

Duración y terminación

1) Este Convenio permanecerá vigente hasta el 30 de septiembre de 1973, a menos que sea prorrogado en virtud del párrafo 2) de este Artículo, o se le dé por terminado antes, de acuerdo con el párrafo 3).

2) Despues del 30 de septiembre de 1972, el Consejo podrá, mediante el voto afirmativo de una mayoría de los Miembros que representen por lo menos una mayoría distribuida de dos tercios del total

de los votos, renegociar el Convenio, o prorrogarlo, con o sin modificaciones, por el período que determine el Consejo. Cualquier Parte Contratante, o cualquier territorio dependiente que sea Miembro o componente de un grupo Miembro, en nombre del cual no se haya efectuado una notificación de aceptación de dicho Convenio renegociado o prorrogado para la fecha en que tal Convenio renegociado o prorrogado entre en vigor, dejará de participar en el Convenio a partir de esa fecha.

3) El Consejo podrá en cualquier momento, mediante el voto afirmativo de una mayoría de los Miembros que representen por lo menos una mayoría distribuida de dos tercios del total de los votos, declarar terminado el Convenio, con efecto en la fecha que determine el Consejo.

4) A pesar de la terminación del Convenio, el Consejo seguirá existiendo todo el tiempo que se requiera para liquidar la Organización, cerrar sus cuentas y disponer de sus haberes, y tendrá durante dicho período todas las facultades y funciones que sean necesarias para tales propósitos.

Artículo 70

Enmienda

1) El Consejo podrá, por una mayoría distribuida de dos tercios, recomendar a las Partes Contratantes una enmienda al presente Convenio. La enmienda entrará en vigor a los cien días de haber sido recibidas por el Secretario General de las Naciones Unidas notificaciones de aceptación de Partes Contratantes que representen por lo menos el 75 por ciento de los países exportadores que tengan por lo menos el 85 por ciento de los votos de los Miembros exportadores, y de Partes Contratantes que representen por lo menos el 75 por ciento de los países importadores que tengan por lo menos el 80 por ciento de los votos de los Miembros importadores. El Consejo podrá fijar el plazo dentro del cual cada Parte Contratante deberá notificar al Secretario General de las Naciones Unidas que ha aceptado la enmienda y, si a la expiración de ese plazo la enmienda no ha entrado en vigor, se considerará retirada.

El Consejo proporcionará al Secretario General la información necesaria para determinar si la enmienda ha entrado en vigor.

2) Cualquier Parte Contratante, o cualquier territorio dependiente que sea Miembro o componente de un grupo Miembro, en nombre del cual no se haya efectuado una notificación de aceptación de una enmienda para la fecha en que tal enmienda entre en vigor, dejará de participar en el Convenio a partir de esa fecha.

Artículo 71

Notificaciones del Secretario General de las Naciones Unidas

El Secretario General de las Naciones Unidas notificará a todas las Partes Contratantes del Convenio Internacional del Café de 1962, y a todos los demás Estados Miembros de las Naciones Unidas o de cualquiera de sus organismos especializados, todo depósito de instrumentos de aprobación, ratificación, aceptación o adhesión, así como la fecha en que el Convenio entrará en vigor provisional y definitivamente. El Secretario General de las Naciones Unidas también comunicará a todas las Partes Contratantes cualquier notificación que se efectúe en virtud del Artículo 5, del párrafo 2) del Artículo 62, o de los Artículos 65, 66 y 67; la fecha en que el Convenio se considerará prorrogado o terminado en virtud del Artículo 69, y la fecha en que una enmienda entrará en vigor en virtud del Artículo 70.

Artículo 72

Disposiciones suplementarias y transitorias

- 1) El presente Convenio será considerado como la continuación del Convenio Internacional del Café de 1962.
- 2) Con el objeto de facilitar la prolongación del Convenio de 1962 sin solución de continuidad:
 - a) Todas las medidas adoptadas por la Organización, o en nombre de la misma, o por cualquiera de sus órganos en

virtud del Convenio de 1962, que estén en vigor el 30 de septiembre de 1968, y en cuyos términos no se haya estipulado su expiración en esa fecha, permanecerán en vigencia a menos que se modifiquen en virtud de las disposiciones del presente Convenio.

- b) Todas las decisiones que deba adoptar el Consejo durante el año cafetero 1967-68, para su aplicación en el año cafetero 1968-69, se adoptarán durante el último período ordinario de sesiones que celebre el Consejo en el año cafetero 1967-68 y se aplicarán a título provisional como si el presente Convenio hubiere entrado ya en vigor.

EN FE DE LO CUAL, los infrascritos, debidamente autorizados a este efecto por sus respectivos gobiernos, han firmado este Convenio en las fechas que figuran junto a sus firmas.

Los textos en español, francés, inglés, portugués y ruso del presente Convenio son igualmente auténticos, quedando los originales depositados en los archivos de las Naciones Unidas. El Secretario General de las Naciones Unidas transmitirá copias certificadas de los mismos a cada gobierno signatario o que se adhiera al Convenio.

ANEXO A

Cuotas básicas de exportación ^{1/}
 (millares de sacos de 60 kilogramos)

| | |
|---|-------------------|
| Brasil | 20.926 |
| Burundi ^{2/} | 233 |
| Camerún | 1.000 |
| Colombia | 7.000 |
| Congo (República Democrática) ^{2/} | 1.000 |
| Costa de Marfil | 3.073 |
| Costa Rica | 1.100 |
| Ecuador | 750 |
| El Salvador | 1.900 |
| Etiopía | 1.494 |
| Guatemala | 1.800 |
| Guinea (el Consejo le fijará una cuota básica de exportación) | |
| Haití | 490 |
| Honduras | 425 |
| India | 423 |
| Indonesia | 1.357 |
| Kenia | 860 |
| México | 1.760 |
| Nicaragua | 550 |
| Perú | 740 |
| Portugal | 2.776 |
| República Centroafricana | 200 |
| República Dominicana | 520 |
| República Malgache | 910 |
| Rwanda ^{2/} | 150 |
| Tanzania | 700 |
| Togo | 200 |
| Uganda | 2.379 |
| Venezuela ^{2/} | 325 |
| TOTAL | <u>55.041</u> |

1/ De acuerdo con las disposiciones del Artículo 31 (1), los siguientes países exportadores no tienen cuota básica de exportación, y recibirán durante el año cafetero 1968-69, las siguientes cuotas de exportación: Bolivia 50.000 sacos; Congo (Brazzaville) 25.000 sacos; Cuba 50.000 sacos; Dahomey 33.000 sacos; Gabón 25.000 sacos; Ghana 51.000 sacos; Jamaica 25.000 sacos; Liberia 60.000 sacos; Nigeria 52.000 sacos; Panamá 25.000 sacos; Paraguay 70.000 sacos; Sierra Leona 82.000 sacos; Trinidad y Tobago 69.000 sacos.

2/ A Burundi, Congo (República Democrática), Cuba, Rwanda y Venezuela, tras presentar a la Junta Ejecutiva pruebas aceptables de que cuentan con una producción exportable superior a 233.000; 1.000.000; 50.000; 150.000 y 325.000 sacos respectivamente, se les concederá un cupo de exportación anual que no exceda, en cada caso, del que hubieran obtenido con una cuota básica de 350.000; 1.300.000; 200.000; 260.000 y 475.000 sacos respectivamente. Sin embargo, en ningún caso se tendrán en cuenta los aumentos concedidos a estos países para los efectos del cálculo de la distribución de votos.

ANEXO B

Paises de destino no sujetos a cuotas, a que se refiere el
Artículo 40, del Capítulo VII

Las regiones geográficas que figuran a continuación son países no sujetos a cuotas para los fines del presente Convenio:

Africa Sudoccidental
Arabia Saudita
Bahrein
Botswana
Ceilán
Corea del Norte
China (continental)
China (Taiwan)
Hungria
Irak
Irán
Japón
Kuwait
Lesotho
Malawi
Mascate y Omán
Omán bajo Tregua
Polonia
Qatar
República de Corea
República de Sudáfrica
Rhodesia Meridional
Rumanía
Somalia
Sudán
Swazilandia
Tailandia
Unión de Repúblicas Socialistas Soviéticas
Zambia

Nota: Los nombres abreviados que figuran en la lista tienen una significación puramente geográfica, sin intención de que se presten a interpretación política alguna.

DISTRIBUCION DE VOTOS

ANEXO C

| PAÍS | EXPORTACIÓN | IMPORTACIÓN |
|-----------------------------------|-------------|--------------|
| Argentina | - | 16 |
| Australia | - | 9 |
| Austria | - | 11 |
| Bélgica | - | 28 |
| Bolivia | 4 | - |
| Brasil | 332 | - |
| Burundi | 3 | - |
| Canadá | - | 32 |
| Colombia | 114 | - |
| Congo (República Democrática del) | 20 | - |
| Costa Rica | 21 | - |
| Cuba | 4 | - |
| Chesacoelvaquia | - | 9 |
| Chipre | - | 5 |
| China | - | 23 |
| Ecuador | 16 | - |
| El Salvador | 34 | - |
| España | - | 21 |
| Estados Unidos | - | 400 |
| Etiopía | 27 | - |
| Finnlandia | - | 21 |
| Francia | - | 84 |
| Ghana | 4 | - |
| Guatemala | 32 | - |
| Guinea | 4 | - |
| Haití | 12 | - |
| Honduras | 11 | - |
| India | 11 | - |
| Indonesia | 25 | - |
| Israel | - | 7 |
| Italia | - | 47 |
| Jamaica | 4 | - |
| Japón | - | 16 |
| Méjico | 17 | - |
| Liberia | 4 | - |
| Méjico | 32 | - |
| Nicaragua | 13 | - |
| Nigeria | 4 | - |
| Noruega | - | 16 |
| Nueva Zelanda | - | 6 |
| OACI/CAP | (88) | - |
| OMCAR | (4) 1/ | - |
| Cameroon | 15 | - |
| Congo (Brazzaville) | 1 | - |
| Costa de Marfil | 47 | - |
| Dahomey | 1 | - |
| Gabón | 1 | - |
| República Centroafricana | 3 | - |
| República Malgache | 15 | - |
| Togo | 3 | - |
| Países Bajos | - | 35 |
| Panamá | 4 | - |
| Perú | 16 | - |
| Portugal | 48 | - |
| Reino Unido | - | 32 |
| República Dominicana | 12 | - |
| República Federal de Alemania | - | 101 |
| Rwanda | 6 | - |
| Sierra Leona | 4 | - |
| Suecia | - | 38 |
| Suiza | - | 19 |
| Tanzania | 15 | - |
| Trinidad y Tobago | 4 | - |
| Túnez | - | 6 |
| Uganda | 41 | - |
| U.R.S.S. | - | 16 |
| Venezuela | 9 | - |
| TOTAL | 996 | 1.000 |

* Incluido Luxemburgo

1/ Votos básicos que, en virtud de lo dispuesto en el inciso b) del párrafo 4) del Artículo 5, no pueden asignarse a partes contratantes individuales

FOR ARGENTINA:**POUR L'ARGENTINE:****За Аргентину:****POR LA ARGENTINA:****PELA ARGENTINA:****J. M. RUDA****FOR AUSTRALIA:****POUR L'AUSTRALIE:****За Австралию:****POR AUSTRALIA:****PELA AUSTRÁLIA:****FOR AUSTRIA:****POUR L'AUTRICHE:****За Австрию:****POR AUSTRIA:****PELA AUSTRIA:**

FOR BELGIUM:**POUR LA BELGIQUE:****За Бельгию:****POR BÉLGICA:****PELA BÉLGICA:****FOR BOLIVIA:****POUR LA BOLIVIE:****За Боливию:****POR BOLIVIA:****PELA BOLÍVIA:**

F. ORTIZ S.

FOR BRAZIL:**POUR LE BRÉSIL:****За Бразилию:****POR EL BRASIL:****PELO BRASIL:**

José SETTE CAMARA

March 28th, 1968

FOR BURUNDI:**POUR LE BURUNDI:****За Бурунди:****POR BURUNDI:****POR BURUNDI:****J. BAHIMANGA**

30 March 1968

FOR CAMEROON:**POUR LE CAMEROUN:****За Камерун:****POR EL CAMERÚN:****PELOS CAMARÓES:****M. NJINE**

29 mars 1968

FOR CANADA:**POUR LE CANADA:****За Канаду:****POR EL CANADÁ:****PELO CANADÁ:****George IGNATIEFF**

29 March 1968

FOR THE CENTRAL AFRICAN REPUBLIC:

POUR LA RÉPUBLIQUE CENTRAFRICAINE:

За Центральноафриканскую Республику:

POR LA REPÚBLICA CENTROAFRICANA:

PELA REPÚBLICA CENTRO-AFRICANA:

M. G. DOUATHE

20 mars 1968

FOR COLOMBIA:

POUR LA COLOMBIE:

За Колумбию:

POR COLOMBIA:

PELA COLÔMBIA:

Julio Cesar TURBAY

FOR THE CONGO (BRAZZAVILLE):

POUR LE CONGO (BRAZZAVILLE):

За Конго (Браззавиль):

POR EL CONGO (BRAZZAVILLE):

PELO CONGO (BRAZZAVILLE):

A. ONGAGOU

28 mars 1968

FOR THE CONGO (DEMOCRATIC REPUBLIC OF):
POUR LE CONGO (RÉPUBLIQUE DÉMOCRATIQUE DU):
За Демократическую Республику Конго:
POR EL CONGO (REPÚBLICA DEMOCRÁTICA DE):
PELO CONGO (REPÚBLICA DEMOCRÁTICA DO):

FOR COSTA RICA:
POUR LE COSTA RICA:
За Коста-Рику:
POR COSTA RICA:
PELA COSTA RICA:

Luis D. TINOCO
March 30th, 1968

FOR CUBA:
POUR CUBA:
За Кубу:
POR CUBA:
POR CUBA:

FOR CYPRUS:**POUR CHYPRE:**

За Кипр:

POR CHIPRE:**POR CHIPRE:****D. HADJIMILTIS**

March 28, 1968

FOR CZECHOSLOVAKIA:**POUR LA TCHÉCOSLOVAQUIE:**

За Чехословакию:

POR CHECOESLOVAQUIA:**PELA TCHECO-ESLOVÁQUIA:****Dr. Milan KLUSÁK**

March 29, 1968

FOR DANOMEY:**POUR LE DANOMEY:**

За Дагомеко:

POR EL DANOMEY:**PELO DAOMÉ:**

TIAS 6584

FOR DENMARK:

POUR LE DANEMARK:

За Данию:

POR DINAMARCA:

PELA DINAMARCA:

Otto Rose BORCH

March 29, 1968

FOR THE DOMINICAN REPUBLIC:

POUR LA RÉPUBLIQUE DOMINICAINE:

За Доминиканскую Республику:

POR LA REPÚBLICA DOMINICANA:

PELA REPÚBLICA DOMINICANA:

J. R. MOLINA-UREÑA

marzo 26 — 1968

FOR ECUADOR:

POUR L'ÉQUATEUR:

За Эквадор:

POR EL ECUADOR:

PELO ECUADOR:

Marcos Uscocovich

28 March 1968

FOR EL SALVADOR:
POUR LE SALVADOR:
За Сальвадор:
POR EL SALVADOR:
POR EL SALVADOR:

Reynaldo GALINDO POHL
28 de marzo de 1968

FOR ETHIOPIA:
POUR L'ÉTHIOPIE:
За Эфиопию:
POR Etiopía:
PELA ETIÓPIA:

Lij Endalkachew MAKONNEN
28 March 1968

FOR THE FEDERAL REPUBLIC OF GERMANY:
POUR LA RÉPUBLIQUE FÉDÉRALE D'ALLEMAGNE:
За Федеративную Республику Германию:
POR LA REPÚBLICA FEDERAL DE ALEMANIA:
PELA REPÚBLICA FEDERAL DA ALEMANHA:

Edgar von SCHMIDT-PAULI
28 March 1968

FOR FINLAND:**POUR LA FINLANDE:****За Финляндию:****POR FINLANDIA:****PELA FINLÂNDIA:**

Max JAKOBSON

29 March 1968

FOR FRANCE:**POUR LA FRANCE:****За Францию:****POR FRANCIA:****PELA FRANÇA:**

Armand BÉRARD

28 mars 1968

FOR GABON:**POUR LE GABON:****За Габон:****POR EL GABÓN:****PELO GABÃO:**

M. SANDOUNGOUT

FOR GHANA:**POUR LE GHANA:**

За Гану:

POR GHANA:**POR GANA:****FOR GUATEMALA:****POUR LE GUATEMALA:**

За Гватемалу:

POR GUATEMALA:**PELA GUATEMALA:**

R. MONTES CÓBAR

March 28, 1968

FOR GUINEA:**POUR LA GUINÉE:**

За Гвинею:

POR GUINEA:**PELA GUINÉ:**

Marof ACHKAR

28 mars 1968

FOR HAITI:**POUR HAÏTI:****За Гаити:****POR HAITÍ:****PELO HAITI:****M. Ch. ANTOINE****FOR HONDURAS:****POUR LE HONDURAS:****За Гондурас:****POR HONDURAS:****POR HONDURAS:****H. LÓPEZ VILLAMIL****FOR INDIA:****POUR L'INDE:****За Индию:****POR LA INDIA:****PELA INDIA:****G. PARTHASARATHI**

30th March, 1968

FOR INDONESIA:**POUR L'INDONÉSIE:****За Индонезию:****POR INDONESIA:****PELA INDONÉSIA:**

Roeslan ABDULGANI

28 March 1968

FOR ISRAEL:**POUR ISRAËL:****За Израиль:****POR ISRAEL:****POR ISRAEL:**

S. ROSENNE

31 March 1968

FOR ITALY:**POUR L'ITALIE:****За Италию:****POR ITALIA:****PELA ITÁLIA:**

Piero VINCI

28 March 1968

FOR THE IVORY COAST:**POUR LA CÔTE-D'IVOIRE:****За Берег Слоновой Кости:****POR LA COSTA DE MARFIL:****PELA COSTA DO MARFIM:**

S. AKE
26 mars 1968

FOR JAMAICA:**POUR LA JAMAÏQUE:****За Ямайку:****POR JAMAICA:****PELA JAMÁICA:**

Keith JOHNSON
28th March 1968

FOR JAPAN:**POUR LE JAPON:****За Японию:****POR EL JAPÓN:****PELO JAPÃO:**

T. UOMOTO
26 March, 1968

FOR KENYA:**POUR LE KENYA:****За Кению:****POR KENIA:****PELO QUÉNIA:****Burudi NABWERA**

March 22, 1968

FOR LIBERIA:**POUR LE LIBÉRIA:****За Либерию:****POR LIBERIA:****PELA LIBÉRIA:****FOR LUXEMBOURG:****POUR LE LUXEMBOURG:****За Люксембург:****POR LUXEMBURGO:****PELO LUXEMBURGO:**

FOR MADAGASCAR:**POUR MADAGASCAR:****За Мадагаскар:****POR MADAGASCAR:****POR MADAGASCAR:****L. RAKOTOMALALA**

25 March 1968

FOR MEXICO:**POUR LE MEXIQUE:****За Мексику:****POR MÉXICO:****PELO MÉXICO:****M. A. CORDERA, Jr.**

20 March 1968

FOR THE NETHERLANDS:**POUR LES PAYS-BAS:****За Нидерланды:****POR LOS PAÍSES BAJOS:****PELOS PAÍSES-BAIXOS:**

Subject to ratification

28 March 1968

Duco MIDDELBURG

FOR NEW ZEALAND:**POUR LA NOUVELLE-ZÉLANDE:****За Новую Зеландию:****POR NUEVA ZELANDIA:****PELA NOVA ZELÂNDIA:****N. V. FARRELL**

27 March, 1968

FOR NICARAGUA:**POUR LE NICARAGUA:****За Никарагуа:****POR NICARAGUA:****POR NICARÁGUA:****G. LANG**

29 March, 1968

FOR NIGERIA:**POUR LA NIGÉRIA:****За Нигерию:****POR NIGERIA:****PELA NIGÉRIA:****B. Akporode CLARK**

FOR NORWAY:**POUR LA NORVÈGE:****За Норвегию:****POR NORUEGA:****PELA NORUEGA:****E. HAMBRO**

3-29-68

FOR PANAMA:**POUR LE PANAMA:****За Панаму:****POR PANAMÁ:****PELO PANAMÁ:****FOR PERU:****POUR LE PÉROU:****За Перу:****POR EL PERÚ:****PELO PERU:****Carlos MACKHENIE**

30 March 1968

FOR PORTUGAL:
POUR LE PORTUGAL:
За Португалию:
POR PORTUGAL:
POR PORTUGAL:

Duarte VAZ PINTO

FOR RWANDA:
POUR LE RWANDA:
За Руанду:
POR RWANDA:
POR RUANDA:

KABANDA
Le 21 mars 1968

FOR SIERRA LEONE:
POUR LE SIERRA LEONE:
За Сьерра-Леоне:
POR SIERRA LEONA:
POR SERRA LEON:

FOR SPAIN:**POUR L'ESPAGNE:****За Испанию:****POR ESPAÑA:****PELA ESPANHA:****FOR SWEDEN:****POUR LA SUÈDE:****За Швецию:****POR SUECIA:****PELA SUÉCIA:****B. F. BILLNER**

March 29th, 1968

FOR SWITZERLAND:**POUR LA SUISSE:****За Швейцарию:****POR SUIZA:****PELA SUÍÇA:****B. TURRETTINI**

March 29th 1968

FOR TOGO:**POUR LE TOGO:****За Того:****POR EL TOGO:****PELO TOGO:****A. J. OHIN**

27 mars 1968

FOR TRINIDAD AND TOBAGO:**POUR LA TRINITÉ ET TOBAGO:****За Тринидад и Тобаго:****POR TRINIDAD Y TOBAGO:****POR TRINIDAD E TOBACO:****P. V. J. SOLOMON**

29th March 1968

FOR TUNISIA:**POUR LA TUNISIE:****За Тунис:****POR TÚNEZ:****PELA TUNÍSIA:****Mahmoud MESTIRI**

29 mars 1968

FOR UGANDA:**POUR L'UGANDA:****За Уганду:****POR UGANDA:****POR UGANDA:****E. OTEMA ALLIMADI**

28th March 1968

FOR THE UNION OF SOVIET SOCIALIST REPUBLICS:**POUR L'UNION DES RÉPUBLIQUES SOCIALISTES SOVIÉTIQUES:****За Союз Советских Социалистических Республик:****POR LA UNIÓN DE REPÚBLICAS SOCIALISTAS Soviéticas:****PELO UNIÃO DAS RÉPÚBLICAS SOCIALISTAS Soviéticas:****FOR THE UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND:****POUR LE ROYAUME-UNI DE GRANDE-BRETAGNE ET D'IRLANDE DU NORD:****За Соединенное Королевство Великобритании и Северной Ирландии:****POR EL REINO UNIDO DE GRAN BRETAÑA E IRLANDA DEL NORTE:****PELO REINO UNIDO DA GRÃ-BRÉTANHA E IRLANDA DO NORTE:****CARADON**

29th March 1968

FOR THE UNITED REPUBLIC OF TANZANIA:
POUR LA RÉPUBLIQUE-UNIE DE TANZANIE:
За Объединенную Республику Танзания:
POR LA REPÚBLICA UNIDA DE TANZANIA:
PELA REPÚBLICA UNIDA DA TANZÂNIA:

A. B. C. DANIELI
28th March, 1968

FOR THE UNITED STATES OF AMERICA:
POUR LES ÉTATS-UNIS D'AMÉRIQUE:
За Соединенные Штаты Америки:
POR LOS ESTADOS UNIDOS DE AMÉRICA:
PELOS ESTADOS UNIDOS DA AMÉRICA:

William B. BUFFUM
March 21, 1968

FOR VENEZUELA:
POUR LE VENEZUELÀ:
За Венесуэлу:
POR VENEZUELA:
PELA VENEZUELA:

Pedro ZULOAGA
28 de marzo, 1968

I hereby certify that the foregoing text is a true copy of the International Coffee Agreement, 1968, open for signature at New York from 18 to 31 March 1968, the original of which is deposited with the Secretary-General of the United Nations.

Je certifie que le texte qui précède est la copie conforme de l'Accord international de 1968 sur le café, ouvert à la signature, à New York, du 18 au 31 mars 1968, dont le texte original est déposé auprès du Secrétaire général des Nations Unies.

For the Secretary-General:

Pour le Secrétaire général:



*Director of the General Legal Division,
in charge of the Office of Legal Affairs*

*Directeur de la Division des questions
juridiques générales, chargé du
Service juridique*

United Nations, New York
5 April 1968

Organisation des Nations Unies, New York
le 5 avril 1968

WHEREAS the Senate of the United States of America by its resolution of June 28, 1968, two-thirds of the Senators present concurring therein, did advise and consent to the ratification of the said Agreement;

WHEREAS the said Agreement was duly ratified by the President of the United States of America on July 10, 1968, in pursuance of the aforesaid advice and consent of the Senate;

WHEREAS it is provided in paragraph (1) of Article 62 of the said Agreement that the Agreement shall enter into force definitively on October 1, 1968 among those Governments that have deposited instruments of approval, ratification or acceptance if, on that date, such Governments represent at least twenty exporting Members holding at least 80 percent of the votes of the exporting Members and at least ten importing Members holding at least 80 percent of the votes of the importing Members, the votes for this purpose being as distributed in Annex C, and it is provided further in the said paragraph (1) that, alternatively, the Agreement shall enter into force definitively at any time after it is provisionally in force and the aforesaid requirements of the said paragraph (1) are satisfied;

WHEREAS instruments of approval, ratification or acceptance of the said Agreement were deposited with the Secretary-General of the United Nations on or before October 1, 1968 by the respective Governments of exporting Member States as follows:

Burundi on September 17, 1968, Colombia on September 26, 1968, Dahomey (non-signatory) on September 12, 1968, the Dominican Republic on September 30, 1968, Ethiopia on September 24, 1968, Gabon on September 30, 1968, Guatemala on September 30, 1968, Haiti on September 25, 1968, Indonesia on September 26, 1968, Ivory Coast on September 27, 1968, Jamaica on September 17, 1968, Liberia on June 18, 1968, Madagascar on August 8, 1968, Nicaragua on September 30, 1968, Nigeria on June 18, 1968, Trinidad and Tobago on July 10, 1968, and the United Republic of Tanzania on October 1, 1968,

and by the respective Governments of importing Member States as follows:

Australia (non-signatory) on September 26, 1968 (containing a declaration that the Agreement shall extend to the Territory of Papua and the Trust Territory of New Guinea), Canada on August 21, 1968, Cyprus on September 26, 1968, Czechoslovakia on September 4, 1968, Denmark on September 27, 1968, the Federal Republic of Germany on September 11, 1968 (with an accompanying note declaring that the Agreement shall also apply to Land Berlin as from the day on which the Agreement enters into force for the Federal Republic of Germany), France on August 19, 1968, Israel on September 26, 1968, New Zealand on August 7, 1968, Sweden on September 30, 1968, Switzerland on September 30,

1968, and the United Kingdom of Great Britain and Northern Ireland on September 27, 1968 (containing a declaration that the Agreement shall extend to the territory of Hong Kong for the international relations of which the United Kingdom Government is responsible) ;

WHEREAS the requirements of paragraph (1) of Article 62 of the said Agreement for the entry into force of the Agreement definitively on October 1, 1968 were not satisfied;

WHEREAS it is provided in paragraph (2) of Article 62 of the said Agreement that the Agreement may enter into force provisionally on October 1, 1968, and that for this purpose a notification by a signatory Government or by any other Contracting Party to the International Coffee Agreement, 1962, containing an undertaking to apply the Agreement provisionally and to seek approval, ratification or acceptance in accordance with its constitutional procedures, as rapidly as possible, that is received by the Secretary-General of the United Nations not later than September 30, 1968, shall be regarded as equal in effect to an instrument of approval, ratification or acceptance, and that any Government that undertakes to apply the Agreement provisionally will be permitted to deposit an instrument of approval, ratification or acceptance and shall be provisionally regarded as a party thereto until either it deposits its instrument of approval, ratification or acceptance or up to and including December 31, 1968, whichever is the earlier;

WHEREAS notifications containing an undertaking as prescribed in the said paragraph (2) of Article 62 were deposited with the Secretary-General of the United Nations on or before September 30, 1968 by the respective Governments of exporting Member States as follows:

Bolivia on September 27, 1968, Brazil on September 24, 1968, Cameroon on September 30, 1968, Central African Republic on September 30, 1968, Congo (Brazzaville) on September 23, 1968, Congo (Democratic Republic of) on September 30, 1968, Costa Rica on September 27, 1968, Ecuador on September 11, 1968, El Salvador on September 27, 1968, Ghana on September 30, 1968, Guatemala on September 27, 1968, Guinea on September 30, 1968, Honduras on September 27, 1968, India on September 27, 1968, Kenya on September 6, 1968, Mexico on August 21, 1968, Paraguay on September 13, 1968, Peru on September 30, 1968, Portugal on August 23, 1968, Rwanda on September 30, 1968, Sierra Leone on September 17, 1968, Togo on September 30, 1968, Uganda on September 30, 1968, United Republic of Tanzania on September 30, 1968, and Venezuela on September 30, 1968,

and by the respective Governments of importing Member States as follows:

Belgium (on its own behalf and on behalf of Luxembourg) on September 26, 1968, Denmark on March 29, 1968, Finland on Sep-

tember 30, 1968, Italy on August 22, 1968, Japan on September 6, 1968, Netherlands on September 16, 1968, Norway on September 26, 1968, Spain on August 15, 1968, and the United States of America on September 30, 1968;

WHEREAS, according to a notification from the General Secretariat of the United Nations dated October 10, 1968, the requirements of paragraph (2) of Article 62 of the said Agreement for the entry into force of the Agreement provisionally on October 1, 1968 were satisfied and the said Agreement entered into force provisionally on October 1, 1968, in accordance with paragraphs (1) and (2) of Article 62, among the aforesaid Governments, representing at least twenty exporting Members and at least ten importing Members, each of the two categories holding at least 80 percent of the votes as distributed in Annex C, that had by that date deposited with the Secretary-General their instruments of approval, ratification or acceptance or had notified the Secretary-General, pursuant to paragraph (2) of Article 62, of an undertaking to apply the Agreement provisionally and to seek approval, ratification or acceptance thereof in accordance with their constitutional procedures as rapidly as possible;

AND WHEREAS the instrument of ratification of the United States of America was duly deposited with the General Secretariat of the United Nations on November 1, 1968, and the instruments of ratification of certain other Governments have been duly deposited as follows:

Brazil on October 11, 1968, Cameroon on October 9, 1968, and Uganda on October 14, 1968;

NOW, THEREFORE, be it known that I, Lyndon B. Johnson, President of the United States of America, do hereby proclaim and make public the said International Coffee Agreement, 1968, provisionally in force on and after October 1, 1968, according to the aforesaid notification from the General Secretariat of the United Nations, to the end that the said Agreement and each and every article and clause thereof shall be applied provisionally 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 WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the United States of America to be affixed.

DONE at the city of Washington this eighteenth day of November in the year of our Lord one thousand nine hundred sixty-eight
[SEAL] and of the Independence of the United States of America the one hundred ninety-third.

LYNDON B. JOHNSON

By the President:

NICHOLAS DEB KATZENBACH
Acting Secretary of State

GUYANA

Agricultural Commodities

*Agreement signed at Georgetown September 17, 1968;
Entered into force September 17, 1968.*

AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF GUYANA FOR SALES OF AGRICULTURAL COMMODITIES

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

Recognizing the desirability of expanding trade in agricultural commodities between the United States of America (hereinafter referred to as the exporting country) and Guyana (hereinafter referred to as the importing country) and with other friendly countries in a manner that will not displace usual marketings of the exporting country in these commodities or unduly disrupt world prices of agricultural commodities or normal patterns of commercial trade with friendly countries;

Taking into account the importance to developing countries of their efforts to help themselves toward a greater degree of self-reliance, including efforts to meet their problems of food production and population growth;

Recognizing the policy of the exporting country to use its agricultural productivity to combat hunger and malnutrition in the developing countries, to encourage these countries to improve their own agricultural production, and to assist them in their economic development;

Recognizing the determination of the importing country to improve its own production, storage, and distribution of agricultural food products, including the reduction of waste in all stages of food handling;

Desiring to set forth the understandings that will govern the sales of agricultural commodities to the importing country pursuant to Title I of the Agricultural Trade Development and Assistance Act, as amended [¹] (hereinafter referred to as the Act), and the measures that the two Governments will take individually and collectively in furthering the above-mentioned policies;

¹80 Stat. 1526; 7 U.S.C. § 1701 *et seq.*

Have agreed as follows:

PART I - GENERAL PROVISIONS

ARTICLE I

A. The Government of the exporting country undertakes to finance the sale of agricultural commodities to purchasers authorized by the Government of the importing country in accordance with the terms and conditions set forth in this agreement, including the applicable annex which is an integral part of this agreement.

B. The financing of the agricultural commodities listed in Part II of this agreement will be subject to:

1. The issuance by the Government of the exporting country of purchase authorizations and their acceptance by the Government of the importing country; and
2. The availability of the specified commodities at the time of exportation.

C. Application for purchase authorizations will be made within 90 days after the effective date of this agreement, and, with respect to any additional commodities or amounts of commodities provided for in any supplementary agreement, within 90 days after the effective date of such supplementary agreement. Purchase authorizations shall include provisions relating to the sale and delivery of such commodities, and other relevant matters.

D. Except as may be authorized by the Government of the exporting country, all deliveries of commodities sold under this agreement shall be made within the supply periods specified in the commodity table in Part II.

E. The value of the total quantity of each commodity covered by the purchase authorizations for a specified type of financing authorized under this agreement shall not exceed the maximum export market value specified for that commodity and type of financing in Part II. The Government of the exporting country may limit the total value of each commodity to be covered by purchase authorizations for a specified type of financing as price declines or other marketing factors may require, so that the quantities of such commodity sold under a specified type of financing will not substantially exceed the applicable approximate maximum quantity specified in Part II.

F. The Government of the exporting country shall bear the ocean freight differential for commodities the Government of the exporting country requires to be transported in United States flag vessels (approximately 50 percent by weight of the commodities sold under the agreement). The ocean freight differential is deemed to be the amount, as determined by the Government of the exporting country, by which the cost of ocean transportation is higher (than would otherwise be

the case) by reason of the requirement that the commodities be transported in United States flag vessels. The Government of the importing country shall have no responsibility to reimburse the Government of the exporting country or to deposit any local currency of the importing country for the ocean freight differential borne by the Government of the exporting country.

G. Promptly after contracting for United States flag shipping space to be used for commodities required to be transported in United States flag vessels, and in any event not later than presentation of vessel for loading, the Government of the importing country or the purchasers authorized by it shall open a letter of credit, in United States dollars, for the estimated cost of ocean transportation for such commodities.

H. The financing, sale, and delivery of commodities under this agreement may be terminated by either Government if that Government determines that because of changed conditions the continuation of such financing, sale, or delivery is unnecessary or undesirable.

ARTICLE II

A. Initial Payment

The Government of the importing country shall pay, or cause to be paid, such an initial payment as may be specified in Part II of this agreement. The amount of this payment shall be that proportion of the purchase price (excluding any ocean transportation costs that may be included therein) equal to the percentage specified for initial payment in Part II and payment shall be made in United States dollars in accordance with the applicable purchase authorization.

B. Type of Financing

Sales of the commodities specified in Part II shall be financed in accordance with the type of financing indicated therein, and special provisions relating to the sale are also set forth in Part II and in the applicable annex.

C. Deposit of Payments

The Government of the importing country shall make, or cause to be made, payments to the Government of the exporting country in the currencies, amounts, and at the exchange rates specified elsewhere in this agreement as follows:

1. Payments in the local currency of the importing country (hereinafter referred to as local currency), shall be deposited to the account of the Government of the United States of America in interest bearing accounts in banks selected by the Government of the United States of America in the importing country.

2. Dollar payments shall be remitted to the Treasurer, Commodity Credit Corporation, United States Department of Agriculture, Washington, D.C. 20250, unless another method of payment is agreed upon by the two Governments.

ARTICLE III

A. World Trade

The two Governments shall take maximum precautions to assure that sales of agricultural commodities pursuant to this agreement will not displace usual marketings of the exporting country in these commodities or unduly disrupt world prices of agricultural commodities or normal patterns of commercial trade with countries the Government of the exporting country considers to be friendly to it (referred to in this agreement as friendly countries). In implementing this provision the Government of the importing country shall:

1. insure that total imports from the exporting country and other friendly countries into the importing country paid for with the resources of the importing country will equal at least the quantities of agricultural commodities as may be specified in the usual marketing table set forth in Part II during each import period specified in the table and during each subsequent comparable period in which commodities financed under this agreement are being delivered. The imports of commodities to satisfy these usual marketing requirements for each import period shall be in addition to purchases financed under this agreement.
2. take all possible measures to prevent the resale, diversion in transit, or transshipment to other countries or the use for other than domestic purposes of the agricultural commodities purchased pursuant to this agreement (except where such resale, diversion in transit, transshipment or use is specifically approved by the Government of the United States of America); and
3. take all possible measures to prevent the export of any commodity of either domestic or foreign origin which is the same as, or like, the commodities financed under this agreement during the export limitation period specified in the export limitation table in Part II (except as may be specified in Part II or where such export is otherwise specifically approved by the Government of the United States of America).

B. Private Trade

In carrying out this agreement, the two Governments shall seek to assure conditions of commerce permitting private traders to function effectively.

C. Self-help

Part II describes the program the Government of the importing country is undertaking to improve its production, storage, and distribution of agricultural commodities. The Government of the importing country shall furnish in such form and at such time as may be requested by the Government of the exporting country, a statement of the progress the Government of the importing country is making in carrying out such self-help measures.

D. Reporting

In addition to any other reports agreed upon by the two Governments, the Government of the importing country shall furnish at least quarterly for the supply period specified in Item I, Part II of this agreement and any subsequent comparable period during which commodities purchased under this agreement are being imported or utilized:

1. the following information in connection with each shipment of commodities received under the agreement; the name of each vessel; the date of arrival; the port of arrival; the commodity and quantity received; the condition in which received; the date unloading was completed; and the disposition of the cargo, i.e., stored, distributed locally, or, if shipped where shipped;
2. a statement by it showing the progress made toward fulfilling the usual marketing requirements;
3. a statement of the measures it has taken to implement the provisions of section A 2 and 3 of this Article; and
4. statistical data on imports and exports by country of origin or destination of commodities which are the same as or like those imported under the agreement.

E. Procedures for Reconciliation and Adjustment of Accounts

The two Governments shall each establish appropriate procedures to facilitate the reconciliation of their respective records of the amounts financed with respect to the commodities delivered during each calendar year. The Commodity Credit Corporation of the exporting country and the Government of the importing country may make such adjustments in the credit accounts as they mutually decide are appropriate.

F. Definitions

For the purpose of this agreement:

1. delivery shall be deemed to have occurred as of the on-board date shown in the ocean bill of lading which has been signed or initialed on behalf of the carrier,
2. import shall be deemed to have occurred when the commodity has entered the country, and passed through customs, if any, of the importing country, and
3. utilization shall be deemed to have occurred when the commodity is sold to the trade within the importing country without restriction on its use within the country or otherwise distributed to the consumer within the country.

G. Applicable Exchange Rate

For the purposes of this agreement, the applicable exchange rate for determining the amount of any local currency to be paid to the

Government of the exporting country shall be a rate which is not less favorable to the Government of the exporting country than the highest of exchange rates legally obtainable in the importing country and which is not less favorable to the Government of the exporting country than the highest of exchange rates obtainable by any other nation. With respect to local currency:

1. As long as a unitary exchange rate system is maintained by the Government of the importing country, the applicable exchange rate will be the rate at which the central monetary authority of the importing country, or its authorized agent, sells foreign exchange for local currency.

2. If a unitary rate system is not maintained, the applicable rate will be the rate (as mutually agreed by the two Governments) that fulfills the requirements of the first sentence of this section G.

H. Consultation

The two Governments shall, upon request of either of them, consult regarding any matter arising under this agreement, including the operation of arrangements carried out pursuant to this agreement.

I. Identification and Publicity

The Government of the importing country shall undertake such measures as may be mutually agreed prior to delivery for the identification of food commodities at points of distribution in the importing country, and for publicity as provided for in subsection 103(1) of the Act.

PART II – PARTICULAR PROVISIONS

ITEM I. Commodity Table:

| Commodity | Supply Period | Approximate Maximum Quantity (Metric Tons) | Maximum Export Market Value (\$1,000) |
|--|--------------------------------|---|--|
| Soybean and/or cottonseed oil | Calendar Year 1968 | 500 | \$119 |
| | Calendar Year 1969 | 1,000 | 238 |
| Tobacco, unmanufactured and/or tobacco content of tobacco products | Calendar Year 1968 | 35 | 69 |
| | Calendar Year 1969 | 65 | 129 |
| Potatoes and/or potato products | Calendar Year 1968 | 1,000 | 50 |
| | Calendar Year 1969 | 2,000 | 100 |
| Wheat and/or wheat flour | United States Fiscal Year 1969 | 2,000 | 172 |
| Ocean transportation (estimated) | | | 138 |
| | TOTAL | | \$1,015 |
| | | | TIAS 6586 |

With respect to the above commodities, the two Governments will review during the January to March quarter of 1969, the supply and requirement factors and related matters, including the normal patterns of trade with countries friendly to the United States of America, and agree on any necessary adjustments of composition and approximate maximum quantities of these commodities.

ITEM II. Payment Terms:

Dollar Credit

1. Initial payment - 5 percent
2. Number of installment payments - 19
3. Amount of each installment payment - approximately equal annual amounts
4. Due date of first installment payment - two years from date of last delivery in each calendar year
5. Initial interest rate - 2 percent
6. Continuing interest rate - 2½ percent

ITEM III. Usual Marketing Table:

| <u>Commodity</u> | <u>Import Period</u> | <u>Usual Marketing Requirement (Metric Tons)</u> |
|--|--------------------------------|---|
| Edible vegetable oil | Calendar Year 1968 | 1,000 (of which at least 100 shall be imported from the United States of America) |
| | Calendar Year 1969 | 1,000 (of which at least 100 shall be imported from the United States of America) |
| Tobacco, unmanufactured and/or tobacco content of tobacco products | Calendar Year 1968 | 340 (of which at least 57 shall be imported from the United States of America) |
| | Calendar Year 1969 | 340 (of which at least 57 shall be imported from the United States of America) |
| Potatoes and/or potato products | Calendar Year 1968 | 8,000 |
| | Calendar Year 1969 | 8,000 |
| Wheat and/or wheat flour | United States Fiscal Year 1969 | 32,000 (grain equivalent) |

Each of the above Usual Marketing Requirements will be effective during the year, or years, in which the related PL 480 commodity is shipped.

With respect to these Usual Marketing Requirements, the two Governments will review during the January to March quarter of

1969, the normal patterns of trade with countries friendly to the United States of America, and determine any necessary adjustments of composition and amounts of these Usual Marketing Requirements.

ITEM IV. Export Limitations:

A. The export limitation period shall begin with the effective date of the agreement and end on the final date on which commodities financed under this agreement are being imported or utilized.

B. For the purposes of Part I, Article III A. (3), of this agreement, wheat and/or wheat flour means wheat and wheat products, barley, oats, rye, other foodgrains and products thereof; edible vegetable oil or oilseeds (oil basis) means soybean and/or cottonseed oil; potatoes/potato products means potatoes/potato products.

C. Permissible Exports

The permissible export period shall be US FY1969 or such other US Fiscal Year as wheat/wheat flour financed under this agreement is being imported or utilized.

| <u>Commodity</u> | <u>Quantity</u> |
|------------------|---------------------------------------|
| Wheat Flour | 320 Metric Tons to Northern Brazil |

ITEM V. Self-Help Measures:

All of the local currency generated from the sale of the commodities in the importing country shall be made available for development of agriculture as follows:

For the modernization of agriculture through the expansion of adaptive research and extension; increasing the means for storage, processing and distribution of basic food crops; for land development and water control in farming areas; and for strengthening systems of collection, computation and analysis of statistics to better measure the availability of agricultural inputs and progress in expanding production and marketing of agricultural commodities.

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

For purposes specified in Item V and for other economic development purposes as may be mutually agreed upon.

PART III - FINAL PROVISIONS

A. This agreement may be terminated by either Government by notice of termination to the other Government. Such termination will not reduce any financial obligations the Government of the importing country has incurred as of the date of termination.

B. This agreement shall enter into force upon signature.

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

DONE at Georgetown, Guyana, in duplicate, this seventeenth day of September, 1968.

FOR THE GOVERNMENT OF THE
UNITED STATES OF AMERICA:

DELMAR R. CARLSON

FOR THE GOVERNMENT OF
GUYANA:

P. A. REID

**DOLLAR CREDIT ANNEX TO THE AGREEMENT BETWEEN
THE GOVERNMENT OF THE UNITED STATES OF AMERICA
AND THE GOVERNMENT OF GUYANA FOR SALES OF
AGRICULTURAL COMMODITIES**

The following provisions apply with respect to the sales of commodities financed on dollar credit terms:

1. In addition to bearing the cost of ocean freight differential as provided in Part I, Article I F, of this agreement, the Government of the exporting country will finance on credit terms the balance of the costs for ocean transportation of those commodities that are required to be carried in the United States flag vessels. The amount for ocean transportation (estimated) included in any commodity table specifying credit terms does not include the ocean freight differential to be borne by the Government of the exporting country and is only an estimate of the amount that will be necessary to cover the ocean transportation costs to be financed on credit terms by the Government of the exporting country. If this estimate is not sufficient to cover these costs, additional financing on credit terms shall be provided by the Government of the exporting country to cover them.

2. With respect to commodities delivered in each calendar year under this agreement, the principal of the credit (hereinafter referred to as principal) will consist of:

- a. The dollar amount disbursed by the Government of the exporting country for the commodities (not including any ocean transportation costs) less any portion of the initial payment payable to the Government of the exporting country, and
- b. The ocean transportation costs financed by the Government of the exporting country in accordance with paragraph 1 of this annex (but not the ocean freight differential)

This principal shall be paid in accordance with the payment schedule in Part II of this agreement. The first installment payment shall be due and payable on the date specified in Part II of this agreement. Subsequent installment payments shall be due and payable at intervals of one year thereafter. Any payment of principal may be made prior to its due date.

3. Interest on the unpaid balance of the principal due the Government of the exporting country for commodities delivered in each calendar year under this agreement shall begin on the date of last delivery of these commodities in such calendar year. Interest shall be paid not later than the due date of each installment payment of principal, except that if the date of the first installment is more than a year after such date of last delivery, the first payment of interest shall be made not later than the anniversary date of such date of last delivery and thereafter payment of interest shall be made not later than the due date of each installment payment of principal. For the period from the date the interest begins to the due date for the first installment payment, the interest shall be computed at the initial interest rate specified in Part II of this agreement. Thereafter, the interest shall be computed at the continuing interest rate specified in Part II of this agreement.

4. The Government of the importing country shall deposit the proceeds accruing to it from the sale of commodities financed under this agreement (upon the sale of the commodities within the importing country) in a special account in its name that will be used for the sole purpose of holding the proceeds covered by this paragraph. Withdrawals from this account shall be made for the economic development purposes specified in Part II of this agreement in accordance with procedures mutually satisfactory to the two Governments. The total amount deposited under this paragraph shall not be less than the local currency equivalent of the dollar disbursement by the Government of the exporting country in connection with the financing of the commodities including the related ocean transportation costs other than the ocean freight differential. The exchange rate to be used in calculating this local currency equivalent shall be the rate at which the central monetary authority of the importing country, or its authorized agent, sells foreign exchange for local currency in connection with the commercial import of the same commodities. Any such accrued proceeds that are loaned by the Government of the importing country to private or nongovernmental organizations shall be loaned at rates of interest approximately equivalent to those charged for comparable loans in the importing country. The Government of the importing country shall furnish, in such form and at such time as may be requested by the Government of the exporting country, but not less frequently than on

an annual basis, reports containing relevant information concerning the accumulation and use of these proceeds, including information concerning the programs for which these proceeds are used, and, when the proceeds are used for loans, the prevailing rate of interest for comparable loans in the importing country.

5. The computation of the initial payment under Part I, Article II, A of this agreement and all computations of principal and interest under numbered paragraphs 2 and 3 of this annex shall be made in United States dollars.

6. All payments shall be in United States dollars or, if the Government of the exporting country so elects,

- a. The payments shall be made in local currency at the applicable exchange rate specified in Part I, Article III, G of this agreement in effect on the date of payment and shall, at the option of the Government of the exporting country, be converted to United States dollars at the same rate, or used by the Government of the exporting country for payment of its obligations in the importing country, or
- b. The payments shall be made in readily convertible currencies of third countries at a mutually agreed rate of exchange and shall be used by the Government of the exporting country for payment of its obligations.

VIET-NAM

Surplus Property: Disposal of Excess Military Property in Viet-Nam

*Agreement effected by exchange of notes
Signed at Saigon November 9, 1968;
Entered into force November 9, 1968.*

*The American Ambassador to the Minister of Foreign Affairs of
Viet-Nam*

No. 621

EXCELLENCY,

I have the honor to refer to recent discussions relative to personal property located in the Republic of Viet Nam in the possession of military authorities of the Government of the United States which is or will become excess to its needs; and to propose the following understanding designed to provide orderly means for disposal in Vietnam by the United States of such excess personal property:

1. The Government of the Republic of Viet Nam consents to the disposal by sale, donation or abandonment of such United States property located in Viet Nam in the possession of units of the United States Armed Forces as may be declared excess to their needs.
2. Units of the United States Armed Forces, when planning to dispose of excess materials and equipment located in Viet Nam, shall submit thirty (30) copies of a list of such property to a designated agency of the Government of the Republic of Vietnam not less than thirty (30) days in advance of the proposed disposal. The Government of Viet Nam shall have the right of priority of purchase of all or any part of such property listed for sale at prices and terms to be mutually agreed upon.
3. In the absence of such mutual agreement having been reached within thirty (30) days after the submission of such a list, the United States Military units may sell excess property in conformance with the following provisions.
4. a) Officers conducting United States disposal activities shall notify prospective bidders and purchasers for import into the economy of Viet Nam that purchasers shall be required to pay taxes, such as

registration taxes, customs duties and other taxes, in accordance with Vietnamese law. Such officers shall also furnish the designated agency of the Vietnamese Government with ten (10) copies of contracts concerned or, when sale is not made through contracts, ten (10) copies of a properly certified consolidated list of successful bidders or direct purchasers which would include information on the name and address of the purchaser, individual or firm, the items of purchase, the purchase price of each item and the signature of purchaser, to facilitate the collection of customs duties and other taxes; but the United States or its agencies shall not be responsible for the payment or collection of such duties or taxes.

The Government of Viet Nam shall have the right to be represented by its duly authorized officials at all sales of excess property. Delivery of excess property shall not be made to purchasers for import into the economy of Viet Nam until the respective purchasers present evidence of the payment of applicable duties and taxes.

b) Excess property which is sold for export shall not be subject to customs duties, taxes or other restrictions by the Vietnamese Government. Excess property sold for export which is exported under a name other than United States Armed Forces shall be accompanied by a certificate of sale issued by the United States military unit concerned.

5. If the Vietnamese Government provides notification that, in accordance with Vietnamese law, the purchase or possession by the civilian population of certain excess property listed for sale is for security or other reasons subject to authorization by the Vietnamese Government, no sales shall be made thereof for import into the economy of Viet Nam except in conformity with the provisions of the notification. Such notification shall be furnished to the United States military units concerned within the thirty (30) days after submission of the list of property as provided in paragraph 2 hereof, and notations to such effect shall be included, when applicable in the offerings for sale.

6. a) Sales of excess property located in Viet Nam shall be made for Vietnamese currency if payment is made in Viet Nam by citizens or residents of Viet Nam. However, in the case of sales to non-resident purchasers, payment must be made in foreign currencies subject to the foreign exchange regulations of the Republic of Viet Nam.

b) Vietnamese currency derived from such sales shall be freely usable for any and all United States Government expenditures in Viet Nam.

Other currencies derived from such sales may be freely exported from Viet Nam at the discretion of the United States.

7. It is understood that waste materials, such as garbage, kitchen refuse, empty containers and used packaging materials, not in commercial quantities may be exempt from customs duties and other taxes. Officials designated by the Government of Viet Nam and officers in

charge of United States excess property disposal will concur whether or not the surplus materials have commercial value prior to conducting the respective sale.

8. The United States may dispose of such excess property by donation or abandonment to an agency designated by the Government of Viet Nam or to an officially recognized social organization. A list of these materials shall be furnished to the Vietnamese Government for reference and control.

Nevertheless, all items, consumable and non-consumable, the use of which is deemed to be harmful to the user for any reason cannot be subject to donation or abandonment and must be destroyed.

This agreement shall enter into force immediately and shall continue in force until 60 days after either Government shall have given notice to the other of its desire to terminate the agreement. It may be amended at any time by mutual agreement.

I have the honor to propose that this note, together with Your Excellency's affirmative reply, shall constitute an agreement between our two Governments to enter into force on the date of Your Excellency's reply.

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

ELLSWORTH BUNKER

EMBASSY OF THE UNITED STATES OF AMERICA,
Saigon, November 9, 1968

H. E. TRAN CHANH THANH
Minister of Foreign Affairs
Saigon

The Minister of Foreign Affairs of Viet-Nam to the American Ambassador

REPUBLIC OF VIETNAM
MINISTRY OF FOREIGN AFFAIRS

No. J616/EF/KH/T

SAIGON, November 9, 1968

EXCELLENCY,

I have the honour to acknowledge the receipt of Your Excellency's note No. 621 of today's date, which reads as follows:

"1. The Government of the Republic of Viet Nam consents to the disposal by sale, donation or abandonment of such United States property located in Viet Nam in the possession of units of the United States Armed Forces as may be declared excess to their needs.

"2. Units of the United States Armed Forces, when planning to dispose of excess materials and equipment located in Viet Nam,

shall submit thirty (30) copies of a list of such property to a designated agency of the Government of the Republic of Viet Nam not less than thirty (30) days in advance of the proposed disposal. The Government of Viet Nam shall have the right of priority of purchase of all or any part of such property listed for sale at prices and terms to be mutually agreed upon.

"3. In the absence of such mutual agreement having been reached within thirty (30) days after the submission of such a list, the United States Military units may sell excess property in conformance with the following provisions.

"4. a) Officers conducting United States disposal activities shall notify prospective bidders and purchasers for import into the economy of Viet Nam that purchasers shall be required to pay taxes, such as registration taxes, customs duties and other taxes, in accordance with Vietnamese law. Such officers shall also furnish the designated agency of the Vietnamese Government with ten (10) copies of contracts concerned or, when sale is not made through contracts, ten (10) copies of a properly certified consolidated list of successful bidders or direct purchasers which would include information on the name and address of the purchaser, individual or firm, the items of purchase, the purchase price of each item and the signature of purchaser, to facilitate the collection of customs duties and other taxes; but the United States or its agencies shall not be responsible for the payment or collection of such duties or taxes.

The Government of Viet Nam shall have the right to be represented by its duly authorized officials at all sales of excess property. Delivery of excess property shall not be made to purchasers for import into the economy of Viet Nam until the respective purchasers present evidence of the payment of applicable duties and taxes.

b) Excess property which is sold for export shall not be subject to customs duties, taxes or other restrictions by the Vietnamese Government. Excess property sold for export which is exported under a name other than United States Armed Forces shall be accompanied by a certificate of sale issued by the United States military unit concerned.

"5. If the Vietnamese Government provides notification that, in accordance with Vietnamese law, the purchase or possession by the civilian population of certain excess property listed for sale is for security or other reasons subject to authorization by the Vietnamese Government, no sales shall be made thereof for import into the economy of Viet Nam except in conformity with the provisions of the notification. Such notification shall be furnished to the United States military units concerned within the thirty (30) days after submission of the list of property as provided in paragraph 2 hereof, and notations to such effect shall be included, when applicable in the offerings for sale.

"6. a) Sales of excess property located in Viet Nam shall be made for Vietnamese currency if payment is made in Viet Nam by citizens or residents of Viet Nam. However, in the case of sales to nonresident purchasers, payment must be made in foreign currencies subject to the foreign exchange regulations of the Republic of Viet Nam.

b) Vietnamese currency derived from such sales shall be freely usable for any and all United States Government expenditures in Viet Nam.

Other currencies derived from such sales may be freely exported from Viet Nam at the discretion of the United States.

"7. It is understood that waste materials, such as garbage, kitchen refuse, empty containers and used packaging materials, not in commercial quantities may be exempt from customs duties and other taxes. Officials designated by the Government of Viet Nam and officers in charge of United States excess property disposal will concur whether or not the surplus materials have commercial value prior to conducting the respective sale.

"8. The United States may dispose of such excess property by donation or abandonment to an agency designated by the Government of Viet Nam or to an officially recognized social organization. A list of these materials shall be furnished to the Vietnamese Government for reference and control.

Nevertheless, all items, consumable and nonconsumable, the use of which is deemed to be harmful to the user for any reason cannot be subject to donation or abandonment and must be destroyed.

This agreement shall enter into force immediately and shall continue in force until 60 days after either Government shall have given notice to the other of its desire to terminate the agreement. It may be amended at any time by mutual agreement."

In reply, I have the honour to accept on behalf of the Government of the Republic of Viet Nam the foregoing understandings and to confirm that Your note together with this reply shall constitute an agreement between our two Governments, effective from today's date.

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

[SEAL]

TIANH

Trần Chánh Thành
Minister of Foreign Affairs

His Excellency ELLSWORTH BUNKER
Ambassador of the United States of America
Saigon.

NORWAY

Mutual Defense Assistance

Agreement amending annex C to the agreement of January 27, 1950.

Effectuated by exchange of notes

Dated at Oslo November 4 and 12, 1968;

Entered into force November 12, 1968.

The American Embassy to the Norwegian Ministry of Foreign Affairs

M-178

The Embassy of the United States of America presents its compliments to the Royal Ministry of Foreign Affairs and with reference to Paragraph 1 Article IV of the Mutual Defense Assistance Agreement between the United States and Norway signed at Washington on January 27, 1950,[¹] has the honor to state for the information of the Ministry that the minimum amount of Norwegian Kroner necessary during the United States Government's fiscal year 1969 for the administrative expenditures of the United States Embassy at Oslo in connection with the carrying out of the Agreement, including those of related training in Norway, has been estimated to be 2,060,980 Norwegian Kroner.

The Embassy also has the honor to state for the information of the Ministry that upon instruction from its government, the sum of Norwegian Kroner 72,760 is to be deducted from the estimated requirements, leaving a new figure of 1,988,220 Norwegian Kroner to be furnished by the Norwegian Government during the United States Government's fiscal year 1969 in connection with carrying out the aforementioned Agreement.

The estimated requirements of the United States Government for administrative expenses in implementing the Mutual Defense Assistance Agreement between the United States and Norway for the United States Government's fiscal year 1967 were Norwegian Kroner 2,463,270. The Norwegian Government contributed that amount during the United States Government's fiscal year 1967. It has now been determined that that estimate was in excess of the actual needs of the United States Government during its fiscal year 1967 by the sum of 72,760 Norwegian Kroner.

¹ TIAS 2016, 6376; 1 UST 106; 18 UST 2861.

Summarized briefly, the contributed currency requirements for the United States Government's fiscal year 1969 are as follows:

| Norwegian Kroner | |
|---|---------------|
| Estimated administrative expenses for the United States Government's fiscal year 1969 | 2,060,980 |
| Less amount overestimated for the United States Government's fiscal year 1967 | <u>72,760</u> |
| Total | 1,988,220. |

The Embassy proposes that, in accordance with the previous practice, Annex C of the Bilateral Agreement be amended to read as follows:

"In implementation of paragraph (1) of Article IV of the Mutual Defense 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 1,988,220 Norwegian Kroner for its use on behalf of the Government of the United States of America for administrative expenditures within Norway in connection with carrying out that Agreement for the period ending June 30, 1969."

It is suggested that, if acceptable to the Norwegian Government, this Note and the Ministry's reply together shall constitute an amendment to Annex C of the Mutual Defense Assistance Agreement between the United States of America and Norway, signed at Washington, D.C. on January 27, 1950.

M J T

EMBASSY OF THE UNITED STATES OF AMERICA
Oslo, November 4, 1968

The Norwegian Ministry of Foreign Affairs to the American Embassy

MINISTÈRE ROYAL
DES
AFFAIRES ETRANGÈRES

The Royal Ministry of Foreign Affairs presents its compliments to the Embassy of the United States of America and has the honour to acknowledge receipt of the Embassy's Note No. M-178, dated November 4, 1968, regarding the payment of administrative expenditures of the Embassy in connection with the carrying out of the Mutual

Defence Assistance Agreement between Norway and the United States, signed at Washington on January 27, 1950.

The Ministry has the honour to state that the Norwegian Government agrees to the Proposal made in the Embassy's Note to the effect that Annex C of the Bilateral Agreement be amended to read as follows:

"In implementation of paragraph (1) of Article IV of the Mutual Defense 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 1,988,220 Norwegian Kroner for its use on behalf of the Government of the United States of America for administrative expenditures within Norway in connection with carrying out that Agreement for the period ending June 30, 1969."

As the fiscal year in Norway corresponds to the calendar year, the acceptance of the proposal set out above will, as far as the granting of the funds for the period after January 1, 1969, is concerned, be subject to confirmation by Norwegian authorities.

The Ministry agrees that the Embassy's Note of November 4, 1968, together with this reply constitute an amendment to Annex C of the Mutual Defence Assistance Agreement between Norway and the United States of America, signed at Washington D.C. on January 27, 1950.

Oslo, November 12th, 1968.



THE EMBASSY OF THE UNITED STATES OF AMERICA,
Oslo.

TURKEY

Extension of Loan of Vessel: U.S.S. *Bergall*

*Agreement effected by exchange of notes
Signed at Ankara November 12, 1968;
Entered into force November 12, 1968.*

*The American Chargé d'Affaires ad interim to the Secretary General,
Ministry of Foreign Affairs of Turkey*

Note No. 2872

ANKARA, November 12, 1968

EXCELLENCY:

I have the honor to refer to note No. 2517 of May 7, 1968, [¹] from the Ministry of Foreign Affairs requesting the further extension of the loan periods of five submarines, including the former USS *Bergall* (SS 320), the loan period of which expired on October 18, 1968.

The former USS *Bergall* (SS 320) was transferred by the Government of the United States to the Government of Turkey on a loan basis for a total period of ten years from the date of its original delivery pursuant to the Agreement effected by an exchange of notes signed at Ankara on February 16 and July 1, 1954, as amended by the Agreement effected by an exchange of notes signed at Ankara on August 28, 1959; the Agreement effected by an exchange of notes signed at Ankara on October 14, 1958; and the Agreement effected by an exchange of notes signed at Ankara on October 14, 1965, and February 28, 1966.[²]

I now have the honor to inform Your Excellency that the Government of the United States is agreeable that the loan of the submarine, former USS *Bergall* (SS 320), be further extended for another five years for a total period of 15 years from the date of its original delivery subject to the same terms and conditions of the Agreements referred to above.

If the foregoing is acceptable to the Government of Turkey, I have the honor to propose that this note and Your Excellency's reply to that effect shall constitute an Agreement between our two Governments

^¹ Not printed.

^² TIAS 3042, 4309, 4117, 5989; 5 UST 1663; 10 UST 1628; 9 UST 1294; 17 UST 467.

extending the period of the loan of this submarine, which shall enter into force on the date of Your Excellency's reply.

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

WILLIAM C. BURDETT

William C. Burdett

Charge d'Affaires ad interim

His Excellency

ZEKİ KUNERALP,

Secretary General,

Ministry of Foreign Affairs,

Ankara.

*The Secretary General, Ministry of Foreign Affairs of Turkey, to
the American Chargé d'Affaires ad interim*

TÜRKİYE CUMHURİYETİ
DİŞİŞLERİ BAKANLIĞI^[1]

No. 3606/6514

EXCELLENCY,

I have the honour to acknowledge the receipt of your Note of November 12, 1968 and annotated 2872, which reads as follows:

"Excellency,

I have the honour to refer to Note No. 2517 of May 7, 1968, from the Ministry of Foreign Affairs requesting the further extension of the loan periods of five submarines, including the former USS *Bergall* (SS 320), the loan period of which will expire on October 18, 1968.

The former USS *Bergall* (SS 320) was transferred by the Government of the United States to the Government of Turkey on a loan basis for a total period of ten years from the date of its original delivery pursuant to the Agreement effected by an exchange of notes signed at Ankara on February 16 and July 1, 1954, as amended by the Agreement effected by an exchange of notes signed at Ankara on August 28, 1959; the Agreement effected by an exchange of notes signed at Ankara on October 14, 1958; and the Agreement effected by an exchange of notes signed at Ankara on October 14, 1965, and February 28, 1966.

I now have the honour to inform Your Excellency that the Government of the United States is agreeable that the loan of the submarine, former USS *Bergall* (SS 320), be further extended for another

^[1] Turkish Republic
Ministry of Foreign Affairs

five years for a total period of 15 years from the date of its original delivery subject to the same terms and conditions of the Agreements referred to above.

If the foregoing is acceptable to the Government of Turkey, I have the honour to propose that this note and Your Excellency's reply to that effect shall constitute an Agreement between our two Governments extending the period of the loan of this submarine, which shall enter into force on the date of Your Excellency's reply.

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

I have the honour to inform you that my Government is in agreement with the foregoing.

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

12 KASIM 1968

M. K. K. [1]


Mr. WILLIAM C. BURDETT
Chargé d'Affaires a.i.
Embassy of the
United States of America
Ankara

¹ Zeki Kuneralp

AUSTRALIA

Scientific and Technical Cooperation

*Agreement signed at Canberra October 16, 1968;
Entered into force October 16, 1968.*

AGREEMENT RELATING TO SCIENTIFIC AND TECHNICAL COOPERATION BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF THE COMMONWEALTH OF AUSTRALIA

The Government of the United States of America and the Government of the Commonwealth of Australia,

RECOGNIZING that scientific and technical cooperation will advance the state of science and strengthen the bonds of friendship to their mutual benefit,

DESIRING to promote in areas of common interest the closest collaboration between the civil scientific agencies or institutions of both countries,

HAVE AGREED as follows:

ARTICLE 1

The principal object of this cooperation is to provide additional opportunities to exchange ideas, information, skills and techniques, to collaborate on problems of mutual interest, to work together in unique environments and to utilize special facilities.

ARTICLE 2

To the extent that the two Governments agree, this cooperation may include the exchange of scientists and technical experts, the pursuit of joint research activities, the convocation of joint meetings, and any other joint activity which may further such cooperation. The scientists and experts involved may be those in Government agencies or in academic or other institutions of either country.

ARTICLE 3

In appropriate cases scientists, experts, agencies or institutions of third countries may be encouraged to participate in particular cooperative projects or programs.

ARTICLE 4

Each Government shall bear, in accordance with its appropriate financial and budgetary processes and subject to the availability of funds, the costs of discharging its responsibilities under particular projects or programs; in specific cases the costs shall be borne as agreed between the respective Governments.

ARTICLE 5

Each Government shall facilitate entry to and exit from its territory of personnel and equipment of the other country, engaged on or used in projects and programs under this Agreement.

ARTICLE 6

Scientific information derived from a cooperative activity under this Agreement will be made available to the world's scientific community through customary channels and in accordance with the normal procedures of each Government for the particular activity.

ARTICLE 7

The two Governments will jointly review the progress of cooperation under this Agreement from time to time.

ARTICLE 8

The two Governments may conclude implementing arrangements through appropriate channels with respect to particular projects or programs in the scientific and technical field. An implementing arrangement may specify the area of cooperation, the agencies involved, the procedures to be followed, including financial arrangements, and other appropriate matters. The terms of this Agreement shall apply to the implementing arrangement unless the parties otherwise agree.

ARTICLE 9

Upon the request of either Government the two Governments shall consult with regard to any amendment of, or other matter relating to this Agreement or any implementing arrangement made under this Agreement.

ARTICLE 10

Nothing in this Agreement shall be construed to prejudice other arrangements for scientific and technical cooperation between the two Governments.

ARTICLE 11

This Agreement shall enter into force upon signature and shall remain in force for five years unless extended by agreement between the two Governments. The termination of this Agreement shall not affect the validity or duration of any implementing arrangement made under it.

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

DONE at Canberra, this sixteenth day of October, One thousand nine hundred and sixty-eight in duplicate in the English language.

WILLIAM H. CROOK

DONALD F. HORNIG

MALCOLM FRASER

FOR THE GOVERNMENT OF THE
UNITED STATES OF AMERICA FOR THE GOVERNMENT OF THE
COMMONWEALTH OF AUSTRALIA

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