

United States Treaties and Other International Agreements



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IN THREE PARTS

Part 3

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DEFENSE

TIAS 3074
Apr. 28 and
30, 1952

**Application of NATO Status of Forces Agreement
to United States Forces at Leased Bases**

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

- Effectuated by Exchange of Notes
Signed at Washington April 28
and 30, 1952
- Entered into force September 27, 1953

The Secretary of State to the Canadian Ambassador

DEPARTMENT OF STATE
WASHINGTON

April 28 1952

EXCELLENCY:

I have the honor to refer to recent negotiations between representatives of our Governments at which agreement was reached regarding the application of the North Atlantic Treaty Organization Status of Forces Agreement (signed June 19, 1951) [¹] to the United States Forces at the leased bases in Newfoundland and at Goose Bay, Labrador.

In common with the Government of Canada, the United States Government wishes the NATO Status of Forces Agreement to apply to all United States forces throughout Canada, including those at the leased bases, when, pursuant to Article 18, the NATO Status of Forces Agreement has come into effect in respect of both Canada and the United States. As the Canadian Government is aware, however, the United States Government attaches great importance to the maintenance of certain arrangements at the leased bases under the Leased Bases Agreement of 1941, [²] as modified [³] as a result of the recommendations of March 30, 1950 by the Permanent Joint Board on Defense. These arrangements concern the operation of institutions under government control known as post exchanges, ships service stores, commissary stores and service clubs for the use of the United States forces, civilian employees who are United States nationals employed by the United States Government in connection with the bases or members of their families resident with them and not engaged in any business or occupation in Canada. The provisions of the Leased Bases Agreement concerning tax and customs exemptions, modified in accordance with the recommendations of the Permanent Joint Board on Defense, are also satisfactory. The United States Government does not, therefore, wish to alter these arrangements.

Subject to the concurrence of the Canadian Government in the foregoing, the United States Government agrees that the NATO

¹ Treaties and Other International Acts Series 2846; 4 UST, pt. 2, p. 1792.

² Dated Mar. 27, 1941. Executive Agreement Series 235; 55 Stat. 1560.

³ TIAS 2105; 1 UST 585; and TIAS 2431; 3 UST 2644.

Status of Forces Agreement should be made applicable to all United States forces in Canada, including those at the leased bases and at Goose Bay, it being understood that those provisions of the Leased Bases Agreement which deal with the matters covered in the NATO Status of Forces Agreement will be held in abeyance until the NATO Status of Forces Agreement is terminated through expiration or denunciation. It is understood that the provisions of the Leased Bases Agreement dealing with matters not covered in the NATO Status of Forces Agreement will be unaffected.

Both the United States Government and the Canadian Government agree that uniform treatment of United States forces throughout Canada under the NATO Status of Forces Agreement would be in the interests of both countries and would make for simplification of administration.

If the foregoing is acceptable to your Government, this note and your reply thereto shall constitute an agreement between our Governments, to come into force when the NATO Status of Forces Agreement has come into effect in respect of both Canada and the United States. [1]

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

DEAN ACHESON

His Excellency

HUME WRONG,

Ambassador of Canada.

The Canadian Ambassador to the Secretary of State

CANADIAN EMBASSY
AMBASSADE DU CANADA

WASHINGTON, D.C.,

April 30, 1952.

No. 310

SIR,

I have the honour to refer to your note dated April 28 and to confirm that the Canadian Government agrees that when the NATO Status of Forces Agreement has come into effect in respect to both Canada and the United States it shall be made applicable to all United States forces in Canada, including those at the leased bases in Newfoundland and at Goose Bay. The Canadian Government also confirms the understanding that those provisions of the Leased Bases Agreement which deal with the matters covered in the NATO

* Sept. 27, 1953.

Status of Forces Agreement will be held in abeyance until the NATO Status of Forces Agreement is terminated through expiration or denunciation, and that the provisions of the Leased Bases Agreement dealing with matters not covered in the NATO Status of Forces Agreement will be unaffected.

The Canadian Government notes the importance attached by the United States Government to the maintenance of certain arrangements at the leased bases under the Leased Bases Agreement of 1941, as modified as a result of the recommendations of March 30, 1950 by the Permanent Joint Board on Defense. The Canadian Government agrees, therefore, that the NATO Status of Forces Agreement shall not affect these arrangements.

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

H H WRONG

The Honourable DEAN ACHESON,
Secretary of State of the
United States of America,
Washington, D.C.

ECONOMIC AID TO YUGOSLAVIA

TIAS 3075
Oct. 11, 1952

Agreement between the UNITED STATES OF AMERICA and YUGOSLAVIA

- Effectuated by Exchange of Notes
Signed at Belgrade October 11, 1952
- Entered into force October 11, 1952;
operative retroactively July 1, 1952

*The American Ambassador to the Yugoslav Vice Premier
and Minister for Foreign Affairs*

THE FOREIGN SERVICE
OF THE
UNITED STATES OF AMERICA

AMERICAN EMBASSY,
Belgrade, October 11, 1952.

EXCELLENCY:

I have the honor to inform you that on the basis of the memoranda exchanged on July 10 and 28, 1952, [¹] and of the conversations held on August 16 and 22 at Bled, between the representatives of the Governments of the United States, United Kingdom, France and Yugoslavia my Government intends to continue tripartite economic aid to Yugoslavia during the period July 1, 1952 to June 30, 1953, subject to the following understanding.

Balance of Payments

The four Governments recognize the importance to Yugoslavia of achieving a balance of payments in the shortest possible time. It is noted that the Government of Yugoslavia has firmly decided to make the best use of economic aid and to exert internal economic efforts in order to achieve this end. The four Governments agree to exchange full information and views in these matters.

Investment

The four Governments recognize that the rate of investment must depend in part upon the availability of foreign exchange. In view of the uncertainties of foreign exchange availability, a system of priorities for the completion of the Yugoslav investment program is particularly important. The Governments of the United States, the United Kingdom and France note the statement made on behalf of the Government of Yugoslavia that, in the planning of the current investment program, due regard is being and will continue to be paid to the establishing of priorities based primarily on the following criteria; the extent to which a project will contribute to an improvement in the balance of payments and the extent to which the project has already been completed. Other criteria, where appro-

¹ Not printed.

priate, include the extent of development of related industries, the length of time required to complete a project and the ability of an industry to compete in world trade. The four Governments agree to exchange information in order to develop cooperation in this field.

Agriculture

The four Governments agree that an increase of agricultural production in Yugoslavia is of prime importance. The Governments of the United States, the United Kingdom and France understand that the Government of Yugoslavia is ready to furnish information concerning its efforts in this field and to exchange views in order to facilitate assistance by the Governments of the United States, United Kingdom and France.

External Debts

The four Governments are agreed that amelioration of Yugoslavia's present schedule of debt payments is essential. They further agree that an effective method of obtaining such amelioration must be sought. One possibility which has been suggested is a conference of creditors. Other methods may emerge from joint consideration of the problem. The four Governments will therefore undertake prompt consultation with a view to arriving at an effective means of achieving amelioration of Yugoslavia's debt position.

Future Loans

The four Governments agree that the International Bank for Reconstruction and Development should be regarded, to the fullest extent possible, as the source of future loans for the Yugoslav investment program. They recognize that cooperation among them is necessary to achieve this end.

The four Governments are further agreed that the contracting of loans outside the International Bank for Reconstruction and Development is also of concern to the Governments contributing economic aid to Yugoslavia and that the four Governments will exchange views whenever occasion for such loans arises.

Raw Materials

The Governments of the United States, United Kingdom and France desire to obtain certain raw materials and products from Yugoslavia, and the Government of Yugoslavia agrees to use its best endeavor to satisfy the reasonable needs of the Governments of the United States, the United Kingdom and France in this field.

Technical Assistance

The four Governments are agreed that the provision of technical assistance to Yugoslavia is an important aspect of their economic co-operation, and that to the fullest extent possible they will arrange for sending foreign technicians to Yugoslavia and for training Yugoslav technicians abroad, both of the higher and lower grades.

I should be grateful if Your Excellency would inform me whether your Government concurs in the foregoing.

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

GEORGE V. ALLEN

His Excellency

EDVARD KARDELJ,

Vice Premier and

Minister for Foreign Affairs of the

Federal People's Republic of Yugoslavia,

Belgrade.

The Yugoslav Vice Premier and Minister for Foreign Affairs to the American Ambassador

EXCELLENCY:

I have the honor to acknowledge receipt of your letter of October 11, 1952, in the following terms:

"I have the honor to inform you that on the basis of the memoranda exchanged on July 10 and 28, 1952, and of the conversations held on August 16 and 22 at Bled, between the representatives of the Governments of the United States, United Kingdom, France and Yugoslavia my Government intends to continue tripartite economic aid to Yugoslavia during the period July 1, 1952 to June 30, 1953, subject to the following understanding.

Balance of Payments

The four Governments recognize the importance to Yugoslavia of achieving a balance of payments in the shortest possible time. It is noted that the Government of Yugoslavia has firmly decided to make the best use of economic aid and to exert internal economic efforts in order to achieve this end. The four Governments agree to exchange full information and views in these matters.

Investment

The four Governments recognize that the rate of investment must depend in part upon the availability of foreign exchange. In view of the uncertainties of foreign exchange availability, a system of priorities for the completion of the Yugoslav investment program is particularly important. The Governments of the United States, the United Kingdom and France note the statement made on behalf of the Government of Yugoslavia that, in the planning of the current investment program, due regard is being and will continue to be paid to the establishing of priorities based primarily on the following criteria; the extent to which a project will contribute to an improvement in the balance of payments and the extent to which the project has already been completed. Other criteria, where appropriate, include the extent of development of related industries, the length of time required to complete a project and the ability of an industry to compete in world trade. The four Governments agree to exchange information in order to develop cooperation in this field.

Agriculture

The four Governments agree that an increase of agricultural production in Yugoslavia is of prime importance. The Governments of the United States, the United Kingdom and France understand that the Government of Yugoslavia is ready to furnish information concerning its efforts in this field and to exchange views in order to facilitate assistance by the Governments of the United States, United Kingdom and France.

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The four Governments are further agreed that the contracting of loans outside the International Bank for Reconstruction and Development is also of concern to the Governments contributing economic aid to Yugoslavia and that the four Governments will exchange views whenever occasion for such loans arises.

Raw Materials

The Governments of the United States, United Kingdom and France desire to obtain certain raw materials and products from Yugoslavia, and the Government of Yugoslavia agrees to use its best endeavor to satisfy the reasonable needs of the Governments of the United States, the United Kingdom and France in this field.

Technical Assistance

The four Governments are agreed that the provision of technical assistance to Yugoslavia is an important aspect of their economic cooperation, and that to the fullest extent possible they will arrange for sending foreign technicians to Yugoslavia and for training Yugoslav technicians abroad, both of the higher and lower grades.

I should be grateful if Your Excellency would inform me whether your Government concurs in the foregoing."

I have the honor to inform you that my Government concurs in the terms of this letter.

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

BEOGRAD, October 11, 1952.

[SEAL] E KARDELJ

His Excellency

GEORGE V. ALLEN,
*Ambassador Extraordinary and
Minister Plenipotentiary,
Beograd.*

**CLAIMS FOR DAMAGES BY
UNITED STATES FORCES IN GERMANY**

TIAS 3076
Mar. 24 and
30, 1953

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

- Effectuated by Exchange of Letters
Signed at Bad Godesberg March 24, 1953,
and at Bonn March 30, 1953
- Entered into force March 30, 1953

The Executive Director of the Office of the United States High Commissioner for Germany to the Minister of Finance for the Federal Republic of Germany

OFFICE OF THE UNITED STATES HIGH COMMISSIONER FOR GERMANY
Office of the Executive Director
Bad Godesberg
Mehlemer Aue

MARCH 24, 1953

MY DEAR MINISTER SCHAEFFER:

I am writing to you on behalf of Headquarters USAREUR [1] in order to propose an agreement relative to the settlement of a certain category of occupation damage claims commonly known as Pre-1 July 1947 Claims. The proposal of USAREUR is as follows:

1. Headquarters USAREUR hereby authorizes the competent authorities of the Federal Republic to receive, process and pay, in accordance with existing occupation legislation and without reference to any U.S. agency, all claims for:
 - a. Damage caused as a result of acts or omissions committed in the territory of the Federal Republic and the Western Sectors of Berlin during the period from 1 August 1945 to 30 June 1947 inclusive by the United States Forces and authorities and other persons, agencies and organizations that acted on their behalf or authority or for whose acts or omissions the United States assumed responsibility.
 - b. Arrears of rentals accrued for the same period.
 - c. Damage caused to personal property not subject to requisition, in connection with real estate released during the period from the day following 30 June 1947 up to and including the day preceding 1 October 1952.
2. The criteria to be utilized in the adjudication of the foregoing types of claims are those established by USAREUR Circulars Nos. 37, 57, 75 and 187.
3. Headquarters USAREUR will make available to the competent authorities of the Federal Republic an amount of DM 6,400,000 for payment of the claims referred to under paragraph 1, a, b and c above.

¹ United States Army Europe.

The competent authorities of the Federal Republic will provide such additional amounts from the Federal Budget, not chargeable as occupation costs, as may be necessary to satisfy the aforementioned claims, and will hold the U.S. authorities and Forces harmless against payment of any amount in excess of the DM 6,400,000 above provided for on account of the said claims. The competent authorities of the Federal Republic agree that the U.S. Forces will have no further responsibility for claims covered by this agreement.

In the event that you accept the terms of the above proposal, your written confirmation of acceptance would be appreciated, the agreement to become effective upon such confirmation of acceptance.

Sincerely yours,

GLENN G. WOLFE
Executive Director
Office of the
United States High Commissioner
for Germany

Mr. FRITZ SCHAEFFER,
Minister of Finance,
for the Federal Republic
of Germany,
118 Rheindorferstrasse,
Bonn/Rhein.

*The Minister of Finance for the Federal Republic of Germany to the
Executive Director of the Office of the United States High Commissioner
for Germany*

DER BUNDESMINISTER DER FINANZEN

II C-BL 1530-25/53

BONN, den 30. März 1953

Rheindorfer Str. 118—Tel. 30131

Mr.

GLENN G. WOLFE
Executive Director, US High Commission
Bad Godesberg
Mehlem Aue

SEHR GEEHRTER MR. WOLFE!

Hiermit bestätige ich den Eingang Ihres Schreibens vom 24. März 1953, in dem Sie im Auftrag von Headquarters USAREUR eine Vereinbarung über die Regelung von Ansprüchen wegen Schäden aus der Zeit vor dem 1. Juli 1947 vorschlagen. Ich möchte die Gelegenheit

benutzen, um zu erklären, dass ich diesen Vorschlag, der folgenden Wortlaut hat, annehme:

- "1. Headquarters USAREUR beauftragt hiermit die zuständigen Behörden der Bundesrepublik, nach den geltenden besatzungsrechtlichen Vorschriften und ohne Einschaltung einer amerikanischen Dienststelle sämtliche Anträge zur Geltendmachung von Ansprüchen der nachstehend genannten Art entgegenzunehmen und zu bearbeiten und die betreffenden Ansprüche abzugelten:
 - (a) Ansprüche wegen Schäden, die durch im Gebiet der Bundesrepublik und der Westsektoren von Berlin während der Zeit vom 1. August 1945 bis einschliesslich 30. Juni 1947 begangene Handlungen oder Unterlassungen der amerikanischen Streitkräfte und Behörden sowie sonstiger Personen, Dienststellen und Organisationen, die in ihrem Auftrag oder auf Grund ihrer Ermächtigung gehandelt haben oder für deren Handlungen oder Unterlassungen die Vereinigten Staaten die Verantwortung übernommen haben, entstanden sind;
 - (b) Ansprüche wegen rückständiger Mietvergütungen für den gleichen Zeitraum;
 - (c) Ansprüche wegen Schäden an persönlichem, nicht der Requisition unterliegendem Eigentum im Zusammenhang mit Grundstücken, welche zwischen dem 30. Juni 1947 und dem 1. Oktober 1952 freigegeben worden sind.
2. Für die Abgeltung der Ansprüche der vorstehend genannten Art gelten die Grundsätze der USAREUR-Rundschreiben Nr. 37, 57, 75 und 187.
3. Headquarters USAREUR stellt den zuständigen Behörden der Bundesrepublik einen Betrag in Höhe von 6 400 000 DM für die Abgeltung der unter Ziffer 1, Buchst. a, b und c genannten Ansprüche zur Verfügung.

Der zur Abgeltung der vorgenannten Ansprüche erforderliche zusätzliche Betrag wird ohne Belastung des Besatzungskostenhaushalts von den zuständigen Behörden der Bundesrepublik aus Mitteln des Bundeshaushalts zur Verfügung gestellt, und die zuständigen Behörden der Bundesrepublik werden den amerikanischen Behörden und Streitkräften gegenüber für jeden Betrag aufkommen, der den für die genannten Ansprüche zur Verfügung gestellten Betrag von 6 400 000 DM übersteigt. Die zuständigen Behörden der Bundesrepublik erklären, dass die amerikanischen Streitkräfte hinsichtlich der durch diese Vereinbarung erfassten Ansprüche keine weiteren Verpflichtungen haben."

Auf Grund der mit meinem Amt verbundenen Befugnisse darf ich Ihnen versichern, dass alles unternommen wird, um eine umgehende Regelung der unter diese Vereinbarung fallenden Ansprüche herbeizuführen.

Eine Übersetzung dieses Schreibens in die englische Sprache füge ich bei.

Genehmigen Sie, sehr geehrter Mr. Wolfe, den Ausdruck meiner vorzüglichen Hochachtung

SCHÄFFER.

(Schäffer)

Translation

THE FEDERAL MINISTER OF FINANCE

II C-BL 1530-25/53

BONN, March 30, 1953

Rheindorfer Str. 118-Tel. 30131

Mr. GLENN G. WOLFE,
Executive Director,
U.S. High Commission,
Mehlem Aue,
Bad Godesberg.

MY DEAR MR. WOLFE:

I hereby confirm the receipt of your letter of March 24, 1953, in which you propose on behalf of Headquarters USAREUR an agreement relative to the settlement of damage claims of the period before July 1, 1947. I should like to take this occasion to state that I accept this proposal, which is as follows:

[For the English language text of the proposal, see *ante*, p. 2150.]

On the basis of the authority vested in my office, I assure you that everything will be done to bring about a rapid settlement of the claims covered by this agreement.

I enclose a translation of this letter in English.

Accept, my dear Mr. Wolfe, the expression of my distinguished consideration.

SCHÄFFER.

Schäffer

TIAS 3077
Jan. 21 and
31, 1950 **ECONOMIC COOPERATION**
WITH CHINA

Under Public Law 472—80th Congress

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

**Amending Agreement of July 3, 1948,
as Amended**

- Effectuated by Exchange of Notes
Signed at Taipei January 21 and 31, 1950
- Entered into force January 31, 1950;
operative retroactively December 31, 1949

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

THE FOREIGN SERVICE
OF THE
UNITED STATES OF AMERICA

AMERICAN EMBASSY
Taipei, January 21, 1950

No. 11

EXCELLENCY:

Under instructions of my Government I have the honor to invite Your Excellency's attention to Article V, Paragraph 7 of the Economic Aid Agreement between the United States of America and the Republic of China [¹] as amended by an exchange of notes of March 26 and 27, 1949 [²] which requires that the unencumbered balance remaining in the special account on December 31, 1949 be disposed of as agreed between the Governments of the United States and China, it being understood that the agreement of the United States of America shall be subject to approval by Act or Joint Resolution of the Congress of the United States of America.

In view of the existing situation my Government proposes that the following be substituted for Article V, Paragraph 7:

“Any unencumbered balance remaining in the special account and any similar account representing the counterpart or proceeds of assistance rendered on the date on which the last deposit in such accounts is made in respect of assistance rendered under the China Aid Act of 1948, as amended or supplemented, shall be disposed of for such purposes as may hereafter be agreed between the Governments of the United States of America and of China, it being understood that the agreement shall be subject to the approval by Act or Joint Resolution of the Congress of the United States of America.”

If the Chinese Government is agreeable to this proposal this note and your reply indicating such approval will be deemed to constitute a further amendment to the agreement effective December 31, 1949.

¹ Dated July 3, 1948. Treaties and Other International Acts Series 1837; 62 Stat., pt. 3, p. 2950.

² TIAS 1923; 63 Stat., pt. 3, p. 2425.

I should like to point out that the above language is proposed rather than a simple change of termination date to February 15, 1950 in order to render unnecessary subsequent amendments in event the Congress of the United States of America should extend authorizing legislation beyond that date.

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

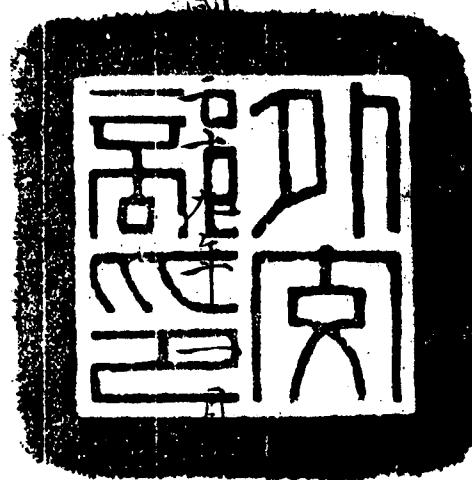
ROBERT C. STRONG
Charge d'affairs ad interim

His Excellency

Dr. GEORGE K. C. YEH,
Minister of Foreign Affairs,
Taipei.

美利堅合衆國駐中華民國大使館代辦師樞安先生

葉昌超



三十一

日

相應照達，即希查照。

〔六〕

等由；本部長茲代表中國政府對於上項建議表
示同意。

相應照復，即希

查照為荷。

本部長順向

貴代辦表示敬意。

此致

貴部長接納上項建議之照會，應視為該經濟援助協定之再度修正條款，於一九四九年十二月三十一日開始生效。

本代辦願於此指出：上項修正條文之提出其用意並非僅將屆滿日期延長至一九五零年二月十五日，美利堅合衆國國會縱於日後將授權法案延長至該項日期以後，當無再提修正條款之必要。

正或補充後之一九四八年援華法案援助項
下有關援助等額或收入之任何同樣帳戶其
給予之日期為此項帳戶上最後一次之存款
者均應按照今後中國政府與美利堅合衆國
政府所同意之目的予以使用雙方并了解美
利堅合衆國政府之同意須經美利堅合衆國
國會之法案或兩院聯合議決案之核准。

中國政府如同意上項建議則本照會暨

政府與美國政府雙方同意處理之，雙方並了解美利堅合衆國政府之同意，須經美國國會之法案或兩院聯合議決之核准。茲奉本國政府訓令，謹請貴部長對於上開各節惠予注意。

本國政府鑒於現時情況，建議將上述第五條第七項修正如下：

任何特別帳戶中之純淨結餘，暨經修

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

照會

逕復者：頃准一九五零年一月二十一日

貴代辦第十一號照會內開：

查中華民國與美利堅合衆國兩政

府間所訂立之經濟援助協定第五條第七項，經於一九四九年三月二十六日及三月二十七日換文加以修正；其中規定：一九四九年十二月三十日特別帳戶內之純淨結餘，應由中國

Translation

THE MINISTRY OF FOREIGN AFFAIRS
REPUBLIC OF CHINA

TAIPEI, TAIWAN
January 31, 1950

MR. CHARGÉ D'AFFAIRES:

I have the honor to acknowledge receipt of your note No. 11 of January 21, 1950, which reads as follows:

[For the English language text of the note, see *ante*, p. 2155.]

In reply, I have the honor to agree, on behalf of the Government of the Republic of China, to the proposal set forth in your note under reference.

Accept, Mr. Chargé d'Affaires, the assurances of my highest consideration.

GEORGE K. C. YEH

Mr. ROBERT C. STRONG,
Charge d'Affaires ad interim,
American Embassy,
Taipei, Taiwan.

TIAS 3078
June 1 and AIR TRANSPORT SERVICES
16, 1948

Agreement between the
UNITED STATES OF AMERICA
and PAKISTAN

- Effectuated by Exchange of Notes
Dated at Karachi June 1 and 16, 1948
- Entered into force June 16, 1948

*The Pakistan Ministry for Foreign Affairs and Commonwealth
Relations to the American Embassy*

MINISTRY OF FOREIGN AFFAIRS &
COMMONWEALTH RELATIONS,
KARACHI.

The 1st June 1948.

No. 0/804/2/47.

The Ministry of Foreign Affairs and Commonwealth Relations present their compliments to the Embassy of the United States of America in Pakistan and with reference to Embassy's letter dated the 16th September, 1947,[¹] have the honour to confirm that under the Indian Independence (International Agreements) Order, the Air Agreement, which was concluded and signed before the partition of India on behalf of the United India and United States of America,[²] should be deemed to have been concluded between Pakistan and United States of America. The Government of Pakistan consider themselves bound by the provisions of that Agreement and request that a similar confirmation on behalf of the Government of the United States of America may kindly be conveyed to this Ministry at an early date.



THE EMBASSY OF THE UNITED STATES
OF AMERICA IN PAKISTAN,
Karachi.

*The American Embassy to the Pakistan Ministry for Foreign Affairs
and Commonwealth Relations*

No. 148

JUNE 16, 1948

The Embassy of the United States of America presents its compliments to the Ministry for Foreign Affairs and Commonwealth Relations of Pakistan and has the honor to acknowledge receipt of the Min-

¹ Not printed.

² Treaties and Other International Acts Series 1586; 61 Stat., Pt. 3, p. 2573.

istry's Note No. 0/804/2/47 of June 1, 1948, in which the Ministry refers to the Embassy's letter of September 16, 1947, and confirms that the Air Agreement which was concluded and signed before the partition of India on behalf of the United India and the United States, should be deemed, under the Indian Independence (International Arrangements) Order of 1947, to have been concluded between Pakistan and the United States.

In response to the Ministry's request for a similar confirmation from the United States, it will be recalled that the Embassy's aforementioned letter of September 16 stated that the United States Government considered the terms of the "Agreement between the Government of India and the United States of America relating to Air Services", signed at New Delhi on November 14, 1946, to be in effect as between Pakistan and the United States, thereby permitting the carriage of air traffic between Pakistan and points in India. In view of the Pakistan Government's request, the Embassy takes pleasure in reaffirming on behalf of its Government that the United States considers itself bound to comply with the terms of the aforementioned air agreement devolving upon Pakistan under the Indian Independence (International Arrangements) Order of 1947.

The fact that the United States is still desirous of negotiating a new air agreement with Pakistan in no way detracts from the validity of the present agreement between the two governments.

C. W. L.

879.6

AMERICAN EMBASSY,
Karaohi.

TECHNICAL COOPERATION

Public Health Program

**TIAS 3079
June 30, 1953
and June 11,
1954**

Agreements between the UNITED STATES OF AMERICA and ETHIOPIA

**Amending Agreement of April 29, 1953,
as Amended**

- Signed at Addis Ababa June 30, 1953
- Entered into force June 30, 1953
 - and*
- Signed at Addis Ababa June 11, 1954
- Entered into force June 11, 1954

SECOND AMENDMENT
OF THE PUBLIC HEALTH
JOINT FUND PROGRAM AGREEMENT

The Public Health Joint Fund Program Agreement signed at Addis Ababa on April 29, 1953,¹ is amended as follows:

1. In addition to the deposits already pledged for the period from the date of entry into force of this Agreement through June 30, 1953, the Government of the United States of America shall deposit to the credit of the Joint Fund the sum of \$10,000 (ten thousand dollars) in the currency of the United States of America.

DONE at Addis Ababa, June 30, 1953,

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA

R. Gatewood

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

FOR THE IMPERIAL ETHIOPIAN GOVERNMENT

H. Alemayehou

Ato Haddis Alemayehou, Vice Minister of Foreign Affairs

¹Treaties and Other International Acts Series 2904; 5 UST 102.

THIRD AMENDMENT
OF THE PUBLIC HEALTH
JOINT FUND PROGRAM AGREEMENT

The Public Health Joint Fund Agreement signed at Addis Ababa
on April 29, 1953, is amended as follows:

1. In addition to the deposits previously pledged by this Agreement, as amended, the Government of the United States of America shall deposit to the credit of the Joint Fund the sum of \$50,000.00 (Fifty Thousand Dollars) in the currency of the United States of America for the period through June 30, 1954.
2. The Imperial Ethiopian Government in addition to obligations previously assumed by this Agreement, as amended, shall deposit to the credit of the Joint Fund the sum of \$100,000.00 (One Hundred Thousand Dollars) in the currency of the Imperial Ethiopian Government for the period through June 30, 1954.

Done at Addis Ababa the eleventh day of June, Nineteen
Hundred and Fifty Four.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA

Marcus J. Gordon

Marcus J. Gordon, Director
U. S. Operations Mission to Ethiopia

FOR THE IMPERIAL ETHIOPIAN GOVERNMENT

a. cinc: dray
Fitawrari Teahai Engo Selassie
Vice Minister of Public Health

[SEAL]

TIAS 3080
July 23, 1954
and Nov. 15, 16,
1950

REPARATIONS

Restitution and Liquidation of Confiscated Property Recovered in Italy from German Forces

Agreement between the ADMINISTRATOR OF THE
PARIS REPARATION REFUGEE FUND and the
UNITED STATES OF AMERICA, the
UNITED KINGDOM OF GREAT BRITAIN
AND NORTHERN IRELAND, and ITALY

- Accepted July 23, 1954
- Entered into force July 23, 1954

and

Agreement between the
UNITED STATES OF AMERICA and
the INTERNATIONAL REFUGEE ORGANIZATION

- Effectuated by Exchange of Notes
Signed at Washington November 15
and 16, 1950
- Entered into force November 16, 1950

UNITED STATES OFFICE
ADMINISTRATOR, PARIS REPARATION REFUGEE FUND
1832 JEFFERSON PLACE, N. W.
WASHINGTON 6, D. C.

J. DONALD KINGSLEY,
ADMINISTRATOR

CABLE, INREPTRUST, WASHINGTON, D. C.
TELEPHONE: STERLING 3-5906

APRIL 27, 1954

DEAR MRS. LUCE:

Reference is made to the following copies of documents attached hereto, all relating to the so-called "Rome Treasure".

1. Letter from the Department of State, Washington, dated November 15, 1950 to Mr. J. Donald Kingsley, setting forth the basis upon which the "Rome Treasure" was transferred for liquidation.
2. Similar letter from the British Embassy, Washington, of same date.^[1]
3. Letter from Mr. J. Donald Kingsley to Mr. George W. Perkins, Assistant Secretary of State, Department of State, Washington, dated November 16, 1950.
4. Similar letter from Mr. J. Donald Kingsley to H. E. The British Ambassador, Washington, dated November 17, 1950.^[1]
5. Copy of "Inventory of Confiscated Property, Rome, Italy, Consisting of Jewelry & Valuables Recovered in Italy by the Allied Forces From the German Forces During World War II".^[1]

Since the International Refugee Organization and the Italian Government have completed their respective investigations of items included in the "Rome Treasure" which were considered possibly identifiable and therefore restitutable, it has been deemed expedient to request that the Italian Government proceed with the restitution of those items which have been determined to be restitutable and to liquidate the remaining items which are not restitutable.

It is proposed, therefore, that the Italian Government proceed with the restitution and liquidation on the following understanding:

- A. That, in order that the final audit of the liquidation of the "Rome Treasure" will contain all of the pertinent facts, the Italian Government, upon restitution of the restitutable items and liquidation of the non-restitutable items, will furnish the undersigned or his duly accredited representatives with full particulars:

¹ Not printed.

(1) regarding restitutable items, the names and addresses of the persons to whom property is restituted, the date of such restitution, and appropriate identifying reference to the items as listed on the "Inventory of Confiscated Property, Rome, Italy, Consisting of Jewelry & Valuables Recovered in Italy by the Allied Forces From the German Forces During World War II".

(2) regarding non-restitutable items, the net proceeds received for each item and appropriate identifying reference to the items as listed on the "Inventory of Confiscated Property, Rome, Italy, Consisting of Jewelry & Valuables Recovered in Italy by the Allied Forces From the German Forces During World War II".

B. That, upon liquidation of the property and receipt of the proceeds by the Italian Government, one-half of the net proceeds will be made available to the undersigned and placed in deposit in such accounts as may be designated by the undersigned, in order that he may fulfill his obligations to distribute such funds in accordance with the agreement reached with the Governments of the United States and the United Kingdom as set forth in the above-referred-to-letters of November 15, 1950.

After acceptance by the Governments of the U.S. and U.K. of the procedure outlined herein, the undersigned authorizes the Government of the United States, through its Embassy in Rome, to make available to the appropriate Italian authorities the keys to the vault in the Banco d'Italia Rome in which the property in question is located, simultaneously with the acceptance of the terms of this letter by the appropriate Italian authorities.

In order to expedite the suggested procedure, it is respectfully requested that the United States Embassy in Rome obtain the acceptance of the Governments of the U.K. and the Republic of Italy. There are attached hereto several copies of this communication. I will be grateful to have returned to me one copy on which the Governments of the U.K. and the Republic of Italy will have signified their acceptance.

Please be assured of my appreciation for your cooperation in this matter.

Sincerely yours,

J. DONALD KINGSLEY

J. Donald Kingsley, *Administrator*

The Honorable

CLARE BOOTH LUCE

American Ambassador

U.S. Embassy

Rome, Italy

Accepted by the three signatories below on the understanding, as stated by the International Refugee Organization through the Department of State telegram to the American Embassy in Rome dated May 26, 1954, that this letter-agreement covers only those items now remaining in the vault of the Bank of Italy, and that an inventory of the contents of the vault is to be made by the representatives of these three signatories within the next few days and attached to the letter agreement.

ACCEPTED :

For the Government of the United States:

By ELBRIDGE DURBROW Date July 23, 1954

.....

For the Government of Great Britain
and Northern Ireland:

By E. J. JOINT. Date July 23, 1954

For the Government of the Republic of Italy:

By A. PAVERI FONTANA Date July 23, 1954

The Assistant Secretary of State for European Affairs to the Director General, International Refugee Organization

DEPARTMENT OF STATE
WASHINGTON

November 15, 1950

SIR:

Reference is made to conversations which have taken place in Washington between representatives of the International Refugee Organization and representatives of the Department of State and of the British Embassy concerning certain jewelry and other articles of value presently located in Rome representing property taken from German units, most of which was presumably seized or obtained under duress from victims of Nazi action.

It was agreed that the property in question, including jewelry, currencies, and all coins and ingots, is to be delivered to the International Refugee Organization, with the exception of the following:

1. Any item the owner of which may possibly be identified. Items coming within this category are appropriately marked in the inventory prepared in Rome and dated April 24, 1950. Such items are to be held in Rome and the International Refugee Organization will seek to identify the owners, their heirs or other legal successors in interest. Those items for which identification is not made will be delivered to the International Refugee Organization for liquidation in accordance with the terms herein stated.
2. Currencies issued by any of the countries members of IARA.^[1]
3. Currencies issued by Germany.
4. Securities.
5. Checks.
6. Valuables taken from the Embassies of Japan and Thailand.

The International Refugee Organization will liquidate the jewelry and other property as promptly as possible for hard currency. The net proceeds of such liquidation are to be divided equally between the International Refugee Organization and the Italian Government.

^[1] Inter-Allied Reparations Agency.

With respect to the currencies, coins and ingots, the International Refugee Organization may divide each item equally between itself and the Italian Government.

The International Refugee Organization is to use one-half of its share of the proceeds for the rehabilitation and resettlement of Jewish victims of Nazi persecution and one-half for non-Jewish victims of Nazi persecution. With respect to non-Jewish victims, the nationality restrictions of the Five Power Agreement of June 14, 1946 [¹] shall not be applicable.

It is understood that the Italian Government will satisfy from its 50 percent share any claims by Italians or persons now resident in Italy who can prove that their property was included in the property liquidated by the International Refugee Organization, and in aid of this the Italian Government will set aside 10 percent of its share of the proceeds. It is understood further that the International Refugee Organization will satisfy from its 50 percent share any claim by any other person who can prove that his property was included in the property liquidated by the International Refugee Organization and in aid of this the International Refugee Organization will set aside 10 percent of its share of the proceeds. These 10 percent reserve funds, or any balance thereof against which there are no outstanding claims, may be freely used by the Italian Government and by the International Refugee Organization for the purposes indicated above on or after October 1, 1951.

Distribution of the share of the Italian Government will not be made to the Italian Government by the International Refugee Organization until it receives further instructions.

Your formal acceptance of these provisions is requested.

For the Government of the United States:

By GEORGE W. PERKINS
Assistant Secretary for European Affairs.

Mr. J. DONALD KINGSLEY,
Director General,
International Refugee
Organization.

¹ Treaties and Other International Acts Series 1594; 61 Stat., pt. 3, p. 2649.

*The Director General, International Refugee Organization, to the
Assistant Secretary of State for European Affairs*

CABLE: INOREFUG-WASHINGTON

TELEPHONE: MICHIGAN 8000

UNITED STATES OFFICE
INTERNATIONAL REFUGEE ORGANIZATION
(GENEVA, SWITZERLAND)

SUITE 819
1346 CONNECTICUT AVENUE
WASHINGTON 6, D. C.

NOVEMBER 16, 1950

Mr. GEORGE W. PERKINS

Assistant Secretary for European Affairs

*Department of State
Washington, D. C.*

DEAR MR. PERKINS:

I acknowledge with thanks your letter of November 15, 1950 relating to the proposed transfer to the International Refugee Organization of certain jewelry and other articles of value presently located in Rome representing property taken from German units, most of which was presumably seized or obtained under duress from victims of Nazi action.

The terms and conditions under which this property will be transferred to the International Refugee Organization have been carefully noted.

I should like to take this occasion to advise you of my formal acceptance of the provisions of your letter of November 15, 1950.

Arrangements are being made to have designated representatives of the International Refugee Organization, Mr. David L. Rolbein and Mr. Abba P. Schwartz, accept delivery of the property in Rome soon after December 1, 1950.

Sincerely yours,

J. DONALD KINGSLEY

J. Donald Kingsley
Director General

GERMANY

TIAS 3081
Sept. 17, 1945

Boundary Changes Between United States and Soviet Zones of Occupation

Agreement between the UNITED STATES OF AMERICA and the UNION OF SOVIET SOCIALIST REPUBLICS

- Signed at Wanfried, Saxony,
Germany, September 17, 1945
- Entered into force September 17, 1945

AGREEMENT

HEADQUARTERS THIRD DIVISION U S ARMY

17 September 1945

Brigadier General Sexton, representative of the American High Command, Commanding General of the Third Infantry Division and the representative of the Soviet High Command, Major General Askalepov, Commanding General of the 77th Guard Infantry Division are authorized by their respective governments to alter the existing line of demarcation between the kreises of WITSENHAUSEN, HEILIGENSTADT, and having met in the town of Wanfried, Saxony, Germany on September 17, 1945 have signed the following agreement:

AGREEMENT

1. It is mutually agreed and stipulated between the undersigned, authorized representatives of their respective governments that effective 17 September 1945 the boundary between the United States Occupational Zone in Germany be changed as indicated on the attached map (Annex No 1) - Germany: 1:25000, Sheets 4625, 4626.
2. The withdrawal of troops to the newly established line of demarcation will be completed by 19 September 1945 1800 hours American time.
3. That the people residing in the areas indicated will remain in place with their property.

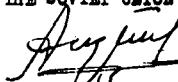
SIGNED:

1. COMMANDING GENERAL THIRD INFANTRY DIVISION


BRIGADIER GENERAL W. T. SEXTON

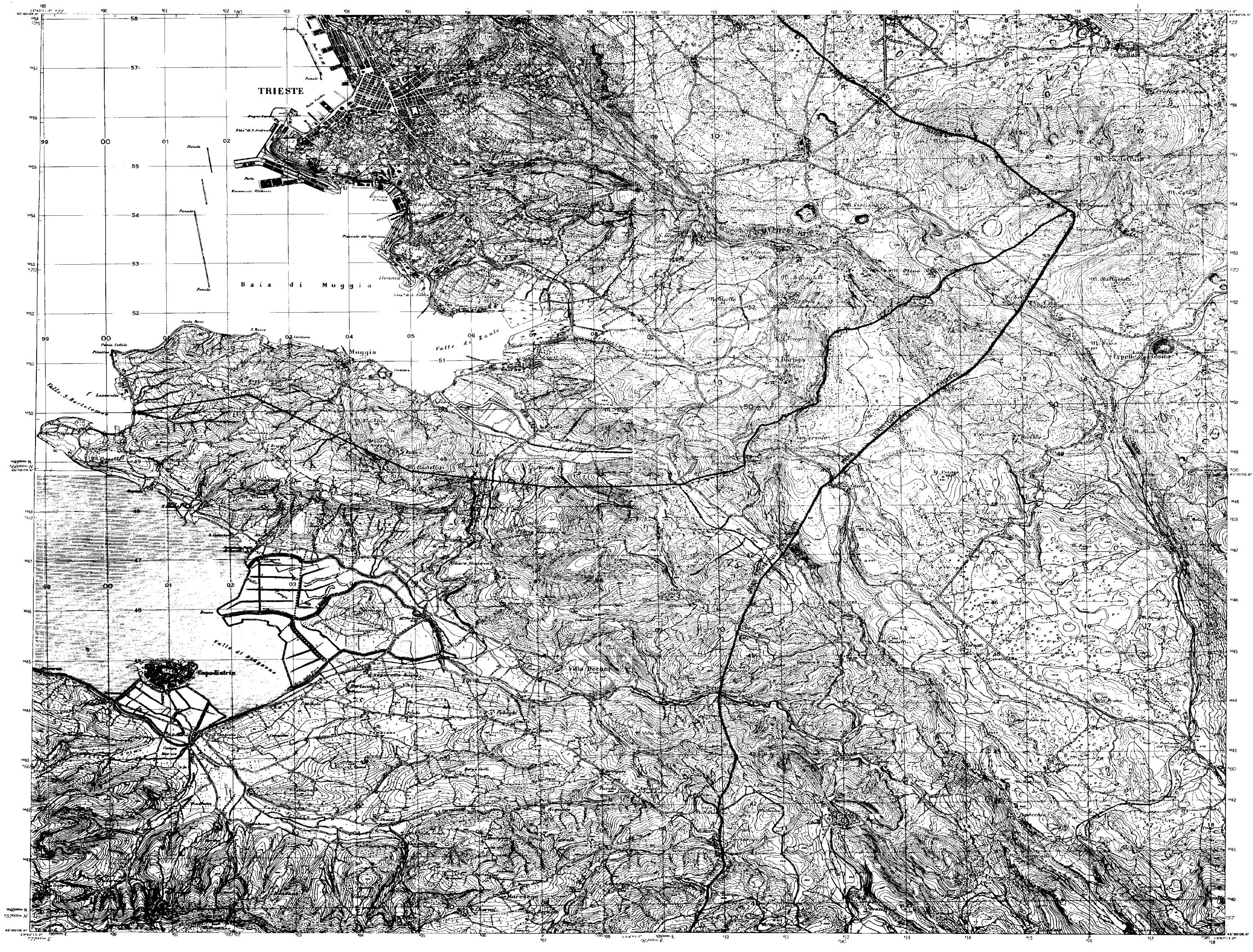
2. COMMANDING GENERAL 77th GUARD INFANTRY DIVISION

HERO OF THE SOVIET UNION GUARD MAJOR GENERAL



V. S. ASKALEPOV

ANNEX I
TO MEMORANDUM OF UNDERSTANDING
BETWEEN THE GOVERNMENTS OF ITALY, THE UNITED KINGDOM
THE UNITED STATES OF AMERICA AND YUGOSLAVIA REGARDING THE
FREE TERRITORY OF TRIESTE
INITIALLED AT LONDON ON THE 5TH OF OCTOBER, 1954.



Boundary between the areas to come under civil administration of Italy and Yugoslavia in accordance with the Memorandum of Understanding.....

London the 5th. of October, 1954.

L. E. T.
Llewellyn E Thompson

G.W.H.

Dr. Vladimir Velebit

W I T N E S S E S :

AMERICAN:

1. Charles E. Johnson, Col. GSC

2. Lloyd B. Ramsey, Lt. Col. GSC

S OVIET

1. GUARD COLONEL TARASOV

2. GUARD LT. CCL. PASCHENKO

The English and Russian copies are identical.

**ПРОТОКОЛ
ОМЕДИАГРУППЫ ПОГРАНЧНОЙ КОМИССИИ**

17 сентября 1945 года.

Представитель Высшего Советского командования –
командир 77 Гвардейской генерал-майор АСКАЛЕНОВ и представитель Высшего командования Американской армии – коман-
дующий генерал З пе отной дивизии бригадный генерал
СЕКСТОН уполномочены их соответствующими высшими коман-
дованиеми по вопросу об изменении ныне существующей де-
маркационной линии между округами ВИЛЬДЕН АУЗЕН, АЛЛИ-
ГЕНШТАДТ, встретились в г. ВАНФРИД /ГЕРМАНИЯ, провинция
САКСОНИЯ/ в сентябре 1945 года и подписали следующее сог-
лашение:

С О Г Л А Ш Н И Е

Общдно соглашено и договорено между ниже под-
писавшимися уполномоченными представителями соответствую-
щих правительств, что 17 сентября 1945 года граница демар-
кационной линии между оккупационными зонами США и СССР бу-
дет изменена, как указано на прилагаемой карте /ГЕРМАНИЯ.
1 : 25000. Лист 4625 – 4626/ красной линией.

1. От всех частей обеих сторон на зновь установленную демаркационную линию произвести 19 сентября 1945 года к 20.00 по московскому времени.

2. Проживающее население в указанных районах с
движимым и недвижимым имуществом остается на месте..

ПОДПИСАЛИ:

1. КОМАНДИР 77 ГВАРДЕЙСКОЙ СТРЕЛКОВОЙ ДИВИЗИИ
ГЕРОЙ СОВЕТСКОГО СОЮЗА
ГВАРДЕЙСКИЙ ГЕНЕРАЛ-МАЙОР

Аскаленов /АСКАЛЕНОВ/

2. КОМАНДУЮЩИЙ ГЕНЕРАЛ З ПЕ ОТНОЙ АМЕРИКАНСКОЙ ДИВИЗИИ
БРИГАДНЫЙ ГЕНЕРАЛ

Секстон /СЕКСТОН/

ПРИСУТСТВОВАЛИ:

С советской стороны

1. ГВАРДИЙ ПОЛКОВНИК ТАРАСОВ
2. ГВАРДИЙ ПОДПОЛКОВНИК ПАДЕНКО



С американской стороны

1. ЧАРЛЬЗ Е. ДЖОНСОН, ПОЛКОВНИК Г.С.Ц.
2. МЛОУД В. РАМЗЕЕ, ПОДПОЛКОВНИК Г.С.Ц.



Экземпляры составлены на русском и английском языках и являются идентичными.

TIAS 3082
Nov. 29 and
Dec. 16, 1954 **EMERGENCY FLOOD RELIEF ASSISTANCE**

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

Amending Agreement of August 23, 1954

- Effectuated by Exchange of Notes
Signed at Washington November 29 and
December 16, 1954
- Entered into force December 16, 1954

The Acting Secretary of State to the Pakistani Ambassador

DEPARTMENT OF STATE

WASHINGTON

November 29 1954

EXCELLENCY:

I have the honor to refer to our exchange of notes of August 1954,[¹] which constitutes an Agreement between our two Governments regarding emergency assistance in connection with the flood disaster in East Pakistan.

In view of the flood disaster that has now befallen West Pakistan as well, my Government is prepared to amend the Agreement by extending its applicability to the people throughout Pakistan affected by the present floods.

I have the honor to propose that, if this understanding is acceptable to the Government of Pakistan, this note and Your Excellency's note in reply concurring therewith constitute an Amendment of the aforesaid Agreement between our two Governments, the said Amendment to enter into force on the date of Your Excellency's reply.

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

For the Acting Secretary of State:

HENRY A. BYROADE

His Excellency

SYED AMJAD ALI,
Ambassador of Pakistan.

¹ Treaties and Other International Acts Series 3052; 5 UST, pt. 2, p. 1779.

The Pakistani Ambassador to the Secretary of State

EMBASSY OF PAKISTAN
2201 R STREET, N.W.
WASHINGTON, D.C.

AMBASSADOR OF PAKISTAN
F. 209/54/9

16th December, 1954.

SIR,

I have the honour to refer to your Note of 29th November, 1954, which runs as follows:

"I have the honour to refer to our exchange of notes of August 1954, which constitutes an Agreement between our two Governments regarding emergency assistance in connection with the flood disaster in East Pakistan.

"In view of the flood disaster that has now befallen West Pakistan as well, my Government is prepared to amend the Agreement by extending its applicability to the people throughout Pakistan affected by the present floods.

"I have the honour to propose that, if this understanding is acceptable to the Government of Pakistan, this note and Your Excellency's note in reply concurring therewith constitute an Amendment of the aforesaid Agreement between our two Governments, the said Amendment to enter into force on the date of Your Excellency's reply."

The Government of Pakistan deeply appreciates this spontaneous offer of the extension of assistance to people throughout Pakistan affected by the floods and feels that this is one more manifestation of the feelings of friendship existing between the people of Pakistan and the people of the United States of America.

My Government agrees that this Note in reply to your above Note shall constitute an Amendment to the Agreement constituted by our exchange of Notes of August, 1954, the said Amendment to enter into force on the date of this Note.

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

S. AMJAD ALI

(Syed Amjad Ali)

The Honourable

Mr. JOHN FOSTER DULLES,
Secretary of State,
Washington, D. C.

DEFENSE

Offshore Procurement Program

**TIAS 3083
Mar. 31, 1954**

Agreement between the UNITED STATES OF AMERICA and ITALY

- Effectuated by Exchange of Notes
Signed at Rome March 31, 1954
- Entered into force March 31, 1954

The Italian Minister of Foreign Affairs to the American Ambassador
IL MINISTRO DEGLI AFFARI ESTERI ROMA, lì 31 mar. 1954
22/00322

Eccezzza,

ho l'onore di riferirmi alle conversazioni che si sono svolte recentemente tra i Rappresentanti dei nostri due Governi che hanno portato alla redazione concordata dei qui uniti "Memorandum d'Intesa tra il Governo degli Stati Uniti d'America e il Governo della Repubblica Italiana relativo alle commesse off-shore" e "Modello di Contratto tra il Governo degli Stati Uniti d'America ed il Governo della Repubblica Italiana per commesse off-shore da collocarsi in Italia".

Appena in possesso di una Nota del Suo Governo indicante che le disposizioni contenute nei sopra citati documenti sono accettate da parte del Governo degli Stati Uniti, il Governo Italiano considererà che la presente Nota e la Sua risposta costituiranno un Accordo fra i due Governi in materia di commesse off-shore, Accordo che andrà in vigore alla data della Sua Nota di risposta.

Mi è grata l'occasione, Eccellenza, per rinnovarLe l'espressione della mia più alta considerazione.

Precious

S.E.
la Signora Clara Booth Luce
Ambasciatore degli Stati Uniti d'America

R O M A

MEMORANDUM D'INTESA

FRA IL GOVERNO DEGLI STATI UNITI D'AMERICA E IL GOVERNO DELLA REPUBBLICA ITALIANA RELATIVO ALLE COMMESSE "OFF SHORE"

=. =.=.=.=.=.=.=.=.=.=.

Nel presente Memorandum si espongono alcuni principi e direttive che, d'accordo fra il Governo Italiano ed il Governo degli Stati Uniti, regoleranno il Programma Americano di Commesse "Off-shore" in Italia.

Art. 1 - Estensione e Finalità del Programma di Commesse "off-shore".

E' intenzione del Governo degli Stati Uniti di approvvigionarsi, in Paesi partecipanti al Programma di Sicurezza Mutua, di quei tipi di materiali, servizi, forniture, costruzioni ed attrezzature che siano impiegabili sia per l'aiuto militare nel quadro del programma di sicurezza mutua che per l'uso diretto da parte delle Forze Armate degli Stati Uniti. L'estensione di questo programma in Italia dipende da varie considerazioni, fra cui la possibilità per il Governo degli Stati Uniti di collocare ordinativi a prezzi ragionevoli e con termini di consegna soddisfacenti. S'intende che le commesse "off-shore" debbano contribuire concretamente alla globale capacità produttivo-difensiva delle Nazioni che fanno parte della Organizzazione del Trattato Nord Atlantico e al tempo stesso fornire un mezzo per l'incremento dei cespiti in dollari di tali Paesi.

Il Governo degli Stati Uniti svolgerà il programma di commesse "off shore" conformemente alle leggi degli Stati Uniti che disciplinano le commesse militari ed il Programma di Sicurezza Mutua. E' altresì intendimento degli Stati Uniti che il programma di commesse "off shore" sia svolto in Italia in applicazione dei principi di cui alla Sez. 516 del Mutual Security Act del 1951, del Mutual Defense Assistance Control Act del 1951, nonchè dell'Articolo II (3) dell'Accordo di Cooperazione Economica fra gli Stati Uniti d'America e l'Italia del 28 giugno 1948, e relativi emendamenti.

Il Governo italiano ed il Governo degli Stati Uniti si consulteranno di volta in volta circa i nominativi di ditte o di singoli individui che abbiano agito in modo contrario agli interessi della sicurezza mutua dei due Paesi in vista della loro esclusione da contratti o sub-contratti nel quadro del programma di commesse "off shore".

Art. 2 - Coordinamento inter-governativo.

Il programma del Governo degli Stati Uniti per l'approvvigionamento in Italia di materiali militari verrà coordinato con il programma di difesa del Governo italiano. Funzionari competenti dei due Governi si consulteranno in modo continuativo allo scopo di studiare i problemi di produzione nonchè l'attuazione di proposte per l'approvvigionamento di materiali militari richiesti dal Governo degli Stati Uniti. I due Governi si scambieranno le informazioni necessarie, su base continuativa, relative ai programmi di approvvigionamenti, alle

attrezzature produttive in Italia ed allo stato di avanzamento degli obiettivi di produzione in Italia.

Art. 3 - Parti contraenti e collocamento delle commesse.

Il Governo degli Stati Uniti potrà concludere contratti di forniture con il Governo italiano o con privati, imprese od altre persone giuridiche in Italia servendosi di ufficiali addetti ai contratti dei Dicasteri militari degli Stati Uniti. Tali contratti verranno conclusi ed amministrati in nome e per conto del Governo degli Stati Uniti.

I contratti conclusi nel quadro del programma di assistenza per la mutua difesa verranno notificati periodicamente al Governo italiano.

Art. 4 - Assistenza nella contrattazione.

Il Governo italiano verrà, ove occorre, consultato dagli ufficiali addetti ai contratti nella scelta dei fornitori e sub-fornitori. Il Governo italiano collaborerà, ove richiesta, in tale scelta nei limiti necessari ed opportuni. Il Governo italiano presterà altresì la propria collaborazione al Governo degli Stati Uniti ed ai fornitori privati nei limiti necessari ed opportuni al fine di facilitare lo svolgimento e l'esecuzione di contratti per commesse "off shore".

Art. 5 - Forniture di attrezzature, materiali e manodopera.

Il Governo italiano accorderà ai titolari di commesse "off shore" ed ai loro subfornitori ogni possibile assistenza nell'approvvigionamento di attrezzature, materiali, manodopera

e servizi. Il loro trattamento sarà comunque equivalente a quello concesso ai fornitori che hanno contratti analoghi col Governo italiano.

Art. 6 - Misure di sicurezza.

Nel caso di contratti di forniture conclusi dal Governo degli Stati Uniti con il Governo italiano, a qualsiasi materiale avente carattere riservato, consegnato da un Governo all'altro, verrà assegnata da parte del Governo che lo riceve una classifica di riservatezza che assicuri al materiale stesso un grado di protezione sostanzialmente equivalente a quello assicurato dal Governo di origine. Tale materiale verrà trattato dal Governo che lo riceve come proprio materiale riservato con la stessa classifica di riservatezza. Il Governo che riceve tale materiale non lo userà o permetterà che sia usato a scopi diversi da quelli militari, non lo rivelerà o permetterà che sia rivelato ad altre Nazioni, senza il consenso del Governo da cui il materiale proviene.

Nel caso di contratti di forniture conclusi dal Governo degli Stati Uniti con fornitori italiani, si seguiranno delle equivalenti misure di sicurezza per i materiali riservati. I materiali riservati classificati come tali dal Governo degli Stati Uniti, che occorrono ad un fornitore, verranno consegnati al Ministero competente del Governo italiano. Un funzionario di tale Ministero trasmetterà il materiale al fornitore in modo tale da renderlo soggetto alle disposizioni delle Leggi e dei Regolamenti italiani. Tale materiale, prima di venire trasmesso, riceverà una classifica di riservatezza del Go-

verno italiano che assicuri al materiale stesso un grado di protezione sostanzialmente equivalente a quello assicurato dal Governo degli Stati Uniti. All'atto della trasmissione, il Governo italiano comunicherà al fornitore che il materiale riservato consegnatogli va considerato materiale riservato anche dal Governo italiano e soggetto alle disposizioni delle Leggi e dei Regolamenti italiani.

Il Governo italiano, dietro richiesta, farà svolgere indagini nei riguardi di qualsiasi fornitore italiano che aspiri a commesse dal Governo degli Stati Uniti, con la stessa procedura con cui tali indagini sono svolte in caso di commesse militari del Governo italiano e, in base alle risultanze di dette indagini, presenterà una relazione al Governo degli Stati Uniti.

Il Governo italiano non richiederà alcun compenso per i servizi resi ai sensi della clausola che precede.

Art. 7 - Collaudi.

Il collaudo di tutti i materiali, servizi, forniture, costruzioni ed attrezzature ordinati dal Governo degli Stati Uniti in Italia sarà svolto da rappresentanti del Governo italiano, ove ciò sia richiesto dal Governo degli Stati Uniti. In tali casi il Governo italiano certificherà al Governo degli Stati Uniti che i prodotti sono conformi a tutti i capitolati ed alle altre norme contrattuali.

Il Governo degli Stati Uniti non intende ripetere i collaudi compiuti dal Governo italiano, ma si riserva il dirit-

to di effettuare controlli e verifiche indipendenti. Pertanto, l'accettazione di qualsiasi prodotto da parte di collaudatori del Governo italiano può non essere considerato come assolvimento definitivo della responsabilità dell'ufficiale addetto ai contratti degli Stati Uniti per quanto riguarda sia la qualità che la quantità. I servizi di collaudo resi dal Governo italiano non verranno addebitati al Governo degli Stati Uniti.

Art.8 - Facilitazioni creditizie.

Il Governo italiano agevolerà la concessione ai fornitori italiani che lavorino per il programma di commesse "off-shore" di speciali facilitazioni creditizie almeno equivalenti a quelle accordate alle imprese italiane che lavorano per i programmi italiani di difesa o di esportazione.

Art.9- Licenze.

Il Governo italiano concederà e faciliterà l'ottenimento di tutte le licenze, incluse quelle riferentesi al controllo delle valute, delle esportazioni e delle importazioni e dei permessi temporanei, in conformità ad una procedura che verrà stabilita, che fossero necessarie in relazione ad ogni contratto di fornitura "off-shore" del Governo degli Stati Uniti, concluso sia in Italia che in altri Paesi NATO.

Art.10 - Tasse.

Le disposizioni dello Scambio di note del 5 marzo 1952 fra il Governo italiano ed il Governo degli Stati Uniti, e le relative procedure concordate, sono applicabili al programma di approvvigionamenti degli Stati Uniti in Italia. I due Governi

potranno consultarsi di volta in volta, ove se ne presenti la necessità, per l' esecuzione di tale accordo.

Art. 11 - Clausole contrattuali "Standard".

Clausole contrattuali "standard" sono state approvate dai due Governi per l'uso, ove appropriato, nei contratti inter-governativi e sono contenute nel modello di contratto tipo allegato.

I singoli contratti potranno includere altre clausole.

Art. 12 - Protezione dei beni e del personale degli Stati Uniti.

a) - Il Governo italiano si impegna a garantire il Governo degli Stati Uniti contro ogni perdita o danno che questo possa subire come conseguenza di qualsiasi procedimento giudiziario, pignoramento, sequestro conservativo, confisca o altro procedimento legale in Italia nei confronti di qualsiasi interesse del Governo degli Stati Uniti su beni acquistati per mezzo di contratti "off shore" in Italia o come conseguenza di qualsiasi procedimento legale in Italia contro il Governo degli Stati Uniti in materia relativa a contratti "off shore". Il presente articolo non potrà essere interpretato come una rinunzia alle immunità cui il Governo degli Stati Uniti possa aver diritto.

b) - Gli Ufficiali addetti ai contratti e l'altro personale autorizzato addetto agli acquisti che si trovino in Italia in relazione al programma di acquisti "off shore" ed i cui nomi

sono stati debitamente notificati al Governo italiano godranno i privilegi e le immunità previsti nei paragrafi 2) e 3) dell'annesso G dell'accordo per l'assistenza mutua di difesa fra gli Stati Uniti e l'Italia firmato a Washington il 27 gennaio 1950; resta inteso che all'entrata in vigore dell'Accordo per lo status delle forze NATO tra gli Stati Uniti e l'Italia, lo status di tali Ufficiali addetti ai contratti e di altro personale autorizzato addetto agli acquisti verrà riesaminato alla luce di tale Accordo e di altri accordi pertinenti che possano essere in vigore fra i due Paesi, nonchè di ogni altra opportuna considerazione. Il numero massimo del personale addetto agli acquisti che godrà i privilegi sopraindicati sarà fissato annualmente d'intesa fra l'Ambasciata degli Stati Uniti in Roma ed il Ministero Italiano degli Affari Esteri.

Art. 13 - Destinazione dei Prodotti Finiti.

Anche se la definizione dei capitolati ed altre clausole di specifici contratti per forniture "off shore" possano richiedere una identificazione provvisoria del Paese destinatario dei prodotti, resta inteso che il Governo degli Stati Uniti potrà successivamente modificare tale precedente definizione ed identificazione del Paese che sarà il destinatario ultimo dei materiali prodotti.

Art. 14 - Assistenza Tecnica.

Il Governo degli Stati Uniti renderà disponibili tutti i disegni di dati tecnici in suo possesso ed assisterà nell'ottenimento degli altri disegni e dati che esso giudicherà necessari per la buona esecuzione del contratto. In quei casi nei quali il Governo degli Stati Uniti abbia promesso di consegnare disegni e dati e non consegni tali disegni e dati in tempo sufficiente per permettere al fornitore di procedere in conformità con i termini di consegna, il contratto sarà esteso di un numero di giorni ugual al numero dei giorni di ritardo nei termini di consegna attribuibile alla ritardata fornitura di tali disegni e dati da parte del Governo degli Stati Uniti; tale estensione sarà compiuta con un accordo supplementare al contratto.

Art. 15 - Clausole contrattuali.

Poichè le Leggi degli Stati Uniti proibiscono l'uso di contratti che prevedono prezzi basati sul costo più una percentuale del costo stesso, resta inteso che tale sistema per la determinazione del prezzo non verrà applicato a contratti stipulati tra il Governo degli Stati Uniti ed il Governo italiano. Inoltre, il Governo italiano non userà tale tipo di contratto in cui il prezzo viene così determinato in subforniture relative a contratti fra il Governo degli Stati Uniti e il Governo italiano.

Il Governo italiano fa presente che non dispone di alcuna legge che autorizzi il recupero di sopraprofitti, simile al "Renegotiation Act" degli Stati Uniti.

Art.16- Clausola di Esclusione di Profitti.

In relazione ai contratti per forniture "off-shore", è intenzione del Governo italiano non realizzare profitti di alcun genere, ivi inclusi gli utili netti derivanti da fluctuazioni nel corso dei cambi. Il Governo italiano si impegna a determinare se esso abbia realizzato tale profitto, ed in questo caso, o nel caso che il Governo degli Stati Uniti ritenga che tale profitto possa essere stato realizzato, il Governo italiano si impegna ad entrare immediatamente in trattative con il Governo degli Stati Uniti allo scopo di accertare l'esistenza e l'ammontare di tale profitto. Nel corso di tali trattative il Governo italiano fornirà i documenti e i dati contabili necessari per accettare i fatti. Nel computo dei profitti ai sensi del presente articolo, i contratti saranno considerati nel loro insieme. Se, in seguito alle trattative fra i rispettivi Governi, si accernerà che il profitto è stato realizzato dal Governo italiano in relazione a tali contratti, quest'ultimo restituira l'ammontare del profitto stesso al Governo degli Stati Uniti con modalità e procedure da concordarsi fra i due Governi. Su richiesta di uno dei due Governi, un conguaglio delle restituzioni verrà effettuato nei riguardi di contratti eseguiti, entro il più breve tempo possibile, ma tale conguaglio dovrà venire effettuato entro il 31 dicembre 1955 o entro date successive che siano stabilite di comune accordo fra i due Governi. Il presente articolo non dovrà essere interpretato nel senso di modificare in alcun modo le clausole della restituzione dei profitti che possano essere contenute nei singoli contratti.

=.=.=.=.=.=.=.=

MODELLO DI CONTRATTO FRA IL GOVERNO DEGLI STATI UNITI
D'AMERICA ED IL GOVERNO DELLA REPUBBLICA ITALIANA PER
COLMESSE "OFF SHORE" DA COLLOCARSI IN ITALIA -

.=.=.=.=.=.=.

Contratto N.

Il presente contratto è stipulato ai sensi delle disposizioni della Sez. 2(c)(1) dell' "Armed Services Procurement Act of 1947" e relativi emendamenti (41 U.S.Code, 151 seq.) e di altre leggi applicabili.

- Imputazione a fondi
- Ammontare del contratto
- Funzionario addetto

PAGAMENTO : da effettuarsi in dollari USA da

a,
in favore di
.....

Il presente contratto è concluso in data

19 da e fra gli Stati Uniti d'America (appresso chiamati "Governo degli Stati Uniti") rappresentati dal Contracting Officer che stipula il presente contratto, e la Repubblica Italiana (appresso chiamata "Governo Italiano") rappresentata da

Il presente contratto è stipulato in conformità a-

gli accordi e le condizioni contenute nel Promemoria di Intesa del fra il Governo degli Stati Uniti e il Governo Italiano riguardante l'approvvigionamento di forniture, servizi e materiali.

Le Parti Contraenti concordano che il Governo Italiano fornirà e consegnerà tutti i rifornimenti ed eseguirà tutti i servizi elencati nell'Elenco di fornitura ("Schedule"), dietro i corrispettivi indicati nello stesso.

Pag. 1 di pagine

E L E N C O D I F O R N I T U R A
(S C H E D U L E)

Voce N.	Merci e Servizi	Quantità (N. di unità)	Unità	Prezzo Unitario (al netto di carichi fiscali)	Ammontare (al net- to di carichi fiscali)

PREZZO CONTRATTUALE TOTALE:
(al netto di carichi fiscali)

DISPOSIZIONI GENERALIArt. 1 - Definizioni -

I termini sotto elencati, impiegati nel testo del presente contratto, avranno i significati seguenti :

a) - Il termine "Secretary" sta ad indicare il Segretario, Sottosegretario o qualsiasi dei Vice Segretari del Ministero Militare degli Stati Uniti interessato; ed il termine "il suo rappresentante debitamente autorizzato" sta ad indicare qualsiasi persona o persone (altri che il Contracting Officer) autorizzate ad agire per conto del Segretario.

b) - Il termine "Contracting Officer" sta ad indicare la persona che stipula il presente contratto per conto del Governo degli Stati Uniti, e qualsiasi altro ufficiale o impiegato civile regolarmente designato come "Contracting Officer"; ed il termine comprende, salvo esplicita disposizione contraria contenuta nel presente contratto, il rappresentante autorizzato di un "Contracting Officer", che agisce entro i limiti del proprio mandato.

c) - Il termine "Governo degli Stati Uniti" sta ad indicare gli Stati Uniti d'America.

d) - Il termine "Governo Italiano" sta ad indicare il Governo della Repubblica Italiana o qualsiasi ufficiale o funzionario debitamente autorizzato ad assumere impegni per conto del Governo Italiano in relazione al presente contratto.

e) - Salvo disposizione contraria contenuta nel presente contratto, il termine "contratti di sub-fornitura" (subcon-

tracts) sta ad indicare qualsiasi accordo, contratto, sub-contratto od ordinativo di acquisto stipulato od emesso dal Governo Italiano nei riguardi di qualsiasi fornitore, per la esecuzione di una qualsiasi parte del presente contratto, e qualsiasi accordo, contratto, sub-contratto od ordinativo in relazione allo stesso.

Art. 2 - Modificazioni.

Il "Contracting Officer" potrà in qualsiasi momento, con ordine scritto, introdurre modificazioni, entro i limiti generali del presente contratto, in una o più delle seguenti voci :

- (i) - Piani, disegni o specificazioni, nel caso in cui i prodotti da fornirsi debbano essere costruiti con speciali caratteristiche per conto del Governo degli Stati Uniti in conformità ai suddetti piani, disegni o specificazioni;
- (ii) - Modalità di spedizione od imballaggio ; e
- (iii) - Luogo di consegna.

Se tali modifiche causano un aumento o diminuzione del costo complessivo, o variazioni del periodo di tempo necessario per la esecuzione del presente contratto, si procederà ad un equo conguaglio del prezzo contrattuale, dei termini di consegna, e di entrambi, ed il contratto sarà modificato per iscritto in conformità a detto conguaglio. Qualsiasi domanda di conguaglio da parte del Governo Italiano ai sensi della presente clausola dovrà essere fatta valere per iscritto entro sessanta giorni dalla data di ricezione della notifica di modifica da parte del Governo Italiano; restando inteso, peraltro, che ove

il "Contracting Officer" ritenga che i fatti lo giustifichino, egli potrà accettare e trattare qualsiasi richiesta presentata in qualsiasi momento prima del pagamento finale ai sensi del presente contratto.

Nessuna delle disposizioni della presente clausola esimerà il Governo Italiano dal procedere nella esecuzione del contratto siccome modificato.

Art. 3 - Prestazioni extra - Contratto.-

Salvo esplicita disposizione contraria contenuta nel presente contratto, non si procederà ad alcun pagamento per prestazioni extra, a meno che tali prestazioni ed il relativo prezzo non siano stati autorizzati per iscritto dal "Contracting Officer".

Art. 4 - Variazioni nei quantitativi.

Non si consentirà alcuna variazione nei quantitativi in alcuna delle voci previste nel presente contratto, a meno che tale variazione sia stata causata da condizioni di caricoamento, spedizione, imballaggio o tolleranze nei processi di fabbricazione, e ciò sempre entro i limiti eventualmente precisati in altra clausola del presente contratto.

Art. 5 - Collaudi.

a) - Il Governo Italiano provvederà ad effettuare degli adeguati controlli e collaudi di tutte le forniture (il quale termine, agli effetti della presente clausola, si intende illimitatamente comprensivo di materie prime, componenti, montaggi parziali e prodotti finiti) per assicurarne la rispon-

denza ai piani, disegni e specificazioni del contratto.

b) - Il Governo Italiano fornirà una o più dichiarazioni da cui risulti che il collaudo è stato effettuato, e che tutte le forniture, servizi o materiali a cui la dichiarazione si riferisce sono conformi a tutte le prescrizioni degli elenchi di forniture ("schedules"), piani, disegni e capitolati di contratto.

c) - I rappresentanti del Governo degli Stati Uniti avranno facoltà di accertare che :

1 - i prodotti finiti siano conformi agli standard ed ai piani, disegni e specificazioni, e

2 - che la quantità prescritta di prodotti finiti sia consegnata. I rappresentanti degli Stati Uniti comunicheranno ai rappresentanti competenti del Governo Italiano quando intendono effettuare collaudi, i quali, nei limiti del possibile, dovranno essere effettuati prontamente.

d) - Nel caso in cui forniture o lotti di fornitura presentino difetti di lavorazione o di qualità del materiale, o siano altrimenti non rispondenti alle prescrizioni del presente contratto, il Governo degli Stati Uniti, accetto che per i materiali forniti o muniti di certificato del Governo degli Stati Uniti, avrà facoltà sia di respingerli (precisando o meno in qual modo se ne debba disporre), sia di richiederne la correzione. Le forniture o lotti di forniture che siano stati rifiutati o di cui si sia richiesta la correzione, dovranno essere rimossi o corretti sul posto, come richiesto dal "Contracting Officer", a cura ed a spese del Governo Italiano ed entro breve tempo dalla notifica. Tali forniture e lotti di forniture non dovranno essere ripresentati per l'accettazione senza debito avvertimento del fatto che

essi erano già stati presentati e rifiutati o che di essi era stata richiesta la correzione.

1 - Il Governo Italiano assicurerà, e richiederà ai suoi fornitori e sub-fornitori di assicurare ai collaudatori del Governo degli Stati Uniti, senza alcun ulteriore onere per questi ultimi, i mezzi e l'assistenza ragionevolmente occorrenti per la sicurezza e la comodità dei rappresentanti degli Stati Uniti nello svolgimento delle loro mansioni. La definitiva accettazione o rifiuto delle forniture saranno effettuati al più presto possibile dopo la consegna, salvo che non sia altrimenti previsto nel presente contratto, ma il mancato collaudo e accettazione o rifiuto delle forniture non libererà il Governo Italiano dalla responsabilità di quelle forniture che non siano conformi alle condizioni contrattuali, né trasferirà tale responsabilità al Governo degli Stati Uniti.

2 - I collaudi ed i controlli da parte del Governo degli Stati Uniti di qualsiasi fornitura, o di lotti di forniture, non esonerano il Governo Italiano da alcuna responsabilità derivante da difetti di lavorazione o da altre violazioni delle prescrizioni del contratto, che venissero eventualmente scoperti prima della accettazione definitiva. Salvo disposizione contraria contenuta nel presente contratto, l'accettazione finale sarà conclusiva, eccetto che per quanto concerne i difetti occulti.

e) - Il Governo Italiano stabilirà e metterà in funzione un sistema di collaudi accettabile dal Governo degli Stati Uniti, nei riguardi delle forniture di cui al presente contratto. Si dovrà tenere una registrazione completa di tutte le attività di collaudo, e tenere la medesima a dispo-

sizione del Governo degli Stati Uniti durante il periodo di esecuzione del presente contratto, e per periodi più lunghi eventualmente precisati in altri punti del presente contratto.

Art. 6 - Responsabilità per le forniture.

Salvo disposizione contraria nel presente contratto :

1 - Il Governo Italiano sarà responsabile delle forniture di cui al presente contratto fino a che le stesse siano state consegnate al luogo di consegna stabilito, senza riguardo al luogo di collaudo.

2 - Tutti i rischi in relazione alle forniture respinte, dopo la ricezione della relativa notifica, saranno a carico del Governo Italiano.

Art. 7 - Risoluzione del contratto.

a) - La esecuzione dei lavori ai sensi del presente contratto potrà venire interrotta dal Governo degli Stati Uniti in conformità alla presente clausola, sia totalmente, sia di volta in volta, parzialmente, ogniqualvolta il "Contracting Officer" ritenga che tale risoluzione sia nel migliore interesse del Governo degli Stati Uniti. Tale risoluzione sarà effettuata consegnando al Governo Italiano un "Preavviso di risoluzione" ("Notice of Termination") in cui si precisino i limiti entro cui si intende interrotta la esecuzione dei lavori ai sensi del presente contratto, nonchè la data in cui la stessa deve entrare in vigore.

b) - Dietro ricezione del "Preavviso di risoluzione", e salvo disposizione contraria da parte del "Contracting Officer", il Governo Italiano dovrà :

1) - interrompere i lavori in relazione al contratto, alla data e nei limiti precisati nel Preavviso;

2)- astenersi dal collocare ulteriori ordinativi o sub-contratti per materiali, servizi o attrezzature, salvo per quanto occorra per portare a termine la parte dei lavori che non debbono essere interrotti;

3) - rescindere tutti gli ordinativi e sub-contratti, in quanto si riferiscono alla esecuzione di lavori da interrompere ai sensi del Preavviso di risoluzione;

4) - trasferire al Governo degli Stati Uniti, colle modalità, ai tempi e nei limiti indicati dal "Contracting Officer", tutti i diritti, titoli ed interessi detenuti dal Governo Italiano ai sensi degli ordinativi e sub-contratti in tal modo rescissi;

5) - liquidare tutti gli impegni esistenti e le rivendicazioni sorgenti da tale rescissione di ordinativi e sub-contratti, colla approvazione o ratifica del "Contracting Officer" e nei limiti da esso richiesti, la quale approvazione o ratifica sarà definitiva per tutti gli effetti della presente clausola;

6) - trasferire titolo e consegnare al Governo degli Stati Uniti, colle modalità, ai tempi ed eventualmente entro i limiti precisati dal "Contracting Officer" :

(i) - le parti lavorate o non lavorate, i lavori in corso, i lavori terminati, i rifornimenti ed altro materiale prodotto come parte del lavoro interrotto ai sensi del Preavviso di risoluzione od acquistato in relazione alla effettuazione del lavoro stesso; e

(ii) - i piani, disegni, dati ed altri documenti, completati o parzialmente eseguiti, che si sarebbero dovuti consegnare al Governo degli Stati Uniti ove il contratto fosse stato portato a termine;

7) - fare quanto gli è possibile per vendere - nel modo, tempo, limiti ed al prezzo o prezzi prescritti od autorizzati dal "Contracting Officer" - ogni e qualsiasi bene del tipo di cui al punto 6) del presente paragrafo, salvo restando che il Governo Italiano :

(i) - non sarà tenuto a concedere credito ad alcun acquirente, e

(ii) - potrà acquistare i beni suddetti, alle condizioni prescritte o prezzi approvati dal "Contracting Officer"; nonchè salvo restando che il ricavato di siffatte vendite o cessioni sarà portato a riduzione di qualsiasi pagamento da effettuare da parte degli Stati Uniti al Governo Italiano ai sensi del presente contratto, o che il suddetto ricavato sarà in altro modo accreditato a deduzione del prezzo o costo dei lavori che costituiscono l'oggetto del presente contratto, o comunque pagato in altri modi da precisare dal "Contracting Officer" ;

8) - portare a termine la esecuzione della parte del lavoro che non sarà stata interrotta dal Preavviso di risoluzione;

9) - prendere i provvedimenti che risultino necessari, o che siano prescritti dal "Contracting Officer", per la protezione e conservazione dei beni di cui al presente contratto che si trovino in possesso del Governo Italiano

ed in cui il Governo degli Stati Uniti abbia o possa acquisire un interesse. In qualsiasi tempo dopo la scadenza del periodo di sgombro degli impianti ("plant clearance period"), quale definito nella Sez. VIII^a della Armed Services Procurement Regulation e relative modifiche, il Governo Italiano potrà presentare al "Contracting Officer" un elenco autenticato per qualità e quantità di qualsiasi o tutte le voci dell'inventario di risoluzione ("termination inventory") di cui non si è ancora disposto, esclusi i beni di cui si è disposto per direttiva od autorizzazione del "Contracting Officer", e potrà chiedere al Governo degli Stati Uniti di ritirare tali beni, o di adire ad un accordo per il loro immagazzinamento. Entro 15 (quindici) giorni, il Governo degli Stati Uniti dovrà accettare titolo di proprietà su tali beni e ritirarli od adire ad un accordo per l'immagazzinaggio degli stessi, colla riserva che l'elenco presentato sarà soggetto ad accertamento da parte del "Contracting Officer" all'atto del ritiro dei beni, o se questi ultimi vengono immagazzinati, entro 45 (quarantacinque) giorni dalla data di presentazione dell'elenco, e che le eventuali modifiche necessarie per correggere lo elenco presentato saranno effettuate prima della liquidazione finale.

c) - Distro ricezione del Preavviso di risoluzione, il Governo Italiano dovrà presentare al "Contracting Officer" la propria richiesta (termination claim) nella forma e con la documentazione prescritta dal "Contracting Officer". Tale richiesta dovrà essere presentata prontamente, ma in ogni caso entro due anni dalla data in cui la risoluzione è andata in vigore, a meno che una o più proroghe siano state concesse per iscritto dal "Contracting Officer", dietro richiesta del Governo Italiano presentata per iscritto entro

il suddetto periodo biennale, od entro eventuali periodi di proroga dello stesso. Tuttavia, ove ritenga che i fatti lo giustifichino, il "Contracting Officer" potrà ricevere e prendere in considerazione richieste (termination claims) anche dopo il suddetto periodo biennale e relative proroghe. Ove il Governo Italiano non presenti la propria richiesta entro il tempo consentito, il "Contracting Officer" potrà determinare, sulla base dei dati in suo possesso, l'eventuale ammontare dovuto al Governo Italiano in relazione alla risoluzione, ed in tal caso pagherà al Governo Italiano l'ammontare così determinato.

d) - Salve le disposizioni del paragrafo (c), il Governo Italiano ed il "Contracting Officer" potranno concordare, totalmente od in parte, l'ammontare od ammontari da corrispondersi al Governo Italiano in relazione alla interruzione totale o parziale del lavoro ai sensi della presente clausola. Il contratto sarà modificato in conseguenza, e l'ammontare concordato verrà corrisposto al Governo Italiano.

e) - Qualsiasi determinazione di costi ai sensi del paragrafo o) sarà regolata dalle disposizioni della "Dichiarazione di Principi per la Considerazione dei Costi" (Statement of Principles for Consideration of Costs) contenuta nella 4^a Parte della Sez. VIII della Armed Services Procurement Regulation in vigore alla data di stipulazione del presente contratto.

f) - Per calcolare l'ammontare dovuto al Governo Italiano ai sensi della presente clausola si dovranno dedurre:

1) - tutti gli anticipi fino a tal momento pagati al Governo Italiano e non ancora computati;

2) — l'ammontare di quanto altro sia dovuto o possa essere dovuto dal Governo Italiano al Governo degli Stati Uniti in connessione al presente contratto; e

3) — il prezzo concordato per, ed il ricavato della vendita di, qualsiasi materiale o rifornimenti ed altri beni acquistati dal Governo Italiano e venduti ai sensi della presente clausola e non altrimenti recuperati dal Governo degli Stati Uniti ed accreditati allo stesso.

g) — Nel caso di risoluzione parziale del contratto, prima della liquidazione della parte rescissa del medesimo, il Governo Italiano potrà presentare al "Contracting Officer" una richiesta scritta per una equa revisione del prezzo o prezzi indicati nel contratto che si riferiscono alla parte del contratto che rimane in vigore (cioè la parte non rescissa dal Preavviso di risoluzione), ed a tale prezzo o prezzi si apporterà l'equa revisione concordata.

h) — Distro notifica al Governo degli Stati Uniti da parte del Governo Italiano nel senso che quest'ultime non è in grado di eseguire il contratto in conformità alle sue clausole e condizioni, essendone impedito da cause che sfuggono al suo controllo, i due Governi si consulteranno per negoziare un emendamento al presente contratto. Ove i due Governi non possano raggiungere un accordo per una proroga del periodo di esecuzione e per altre modifiche che ne consentano l'esecuzione da parte del Governo Italiano, il Governo degli Stati Uniti potrà risolvere il contratto a motivo della impossibilità del Governo Italiano di adempierne le condizioni. Tale risoluzione non comporterà onere alcuno per il Governo degli Stati Uniti, né alcuna obbligazione finanziaria da parte di un Governo verso l'altro. Le parti contraenti avranno facoltà di concordare la cessione al Governo degli Stati Uniti di

qualsiasi o di tutti i beni dei tipi di cui al paragrafo b)-(6), nel qual caso il Governo degli Stati Uniti corrisponderà al Governo Italiano:

(i) il prezzo previsto nel contratto per i prodotti completati in conformità alle prescrizioni del contratto;

(ii) un prezzo stabilito di comune accordo per gli altri prodotti.

i) - Salvo quanto sia disposto diversamente dal presente contratto, o da leggi applicabili, il Governo Italiano, a partire dalla data di rescissione e fino a 5 anni dopo la liquidazione finale del presente contratto, fornirà, senza oneri diretti del Governo degli Stati Uniti, tutti gli elementi e dati tratti dalle proprie registrazioni contabili, libri, documenti ed altro materiale documentario riguardanti i costi e le spese sostenute dal Governo Italiano in relazione al presente contratto, e riferentisi ai lavori interrotti ai sensi della presente clausola, oppure, nei limiti approvati dal "Contracting Officer", fotografie, microfotografie o altre riproduzioni autentiche dei suddetti documenti.

Art.8 - Tasse.

(a) I prezzi contrattuali, compresi i prezzi dei contratti di sub-fornitura in relazione al presente contratto, si intendono al netto dell'onere per tasse o dazi il quale, in conformità dell'accordo intervenuto fra il Governo degli Stati Uniti ed il Governo Italiano, non sarà sostenuto dagli Stati Uniti per le spese da essi effettuate in Italia, nonchè al netto di tutte le altre tasse o dazi non applicabili al presente contratto ai sensi delle leggi italiane. Ove, per errore od altro motivo, l'ammontare di alcuna di tali tasse o dazi sia stato compreso nei prezzi contrattua-

li, questi ultimi verranno corrispondentemente ridotti.

(b) — Nel caso che, dopo la data di stipulazione del contratto, il Governo degli Stati Uniti ed il Governo Italiano concordino che qualcuna delle tasse o dazi compresi nei prezzi contrattuali non fosse applicabile alle spese effettuate dagli Stati Uniti in Italia, i prezzi contrattuali verranno corrispondentemente ridotti.

Art. 9 — Contratti di sub-fornitura —

(a) — Il Governo Italiano si impegna ad impiegare, in ogni contratto di sub-fornitura da esso stipulato in relazione al presente contratto, gli stessi metodi e modalità di approvvigionamento da esso adottati nello stipulare i contratti per conto proprio.

(b) — Il Governo Italiano si impegna a tenere il Governo degli Stati Uniti indenne da ogni pretesa ed azione legale che venga avanzata in relazione od in occasione al presente contratto da parte di un sub-fornitore contro il Governo Italiano o contro il Governo degli Stati Uniti.

(c) — Il Governo Italiano si impegna a fornire agli ufficiali addetti ai contratti degli Stati Uniti quelle informazioni che possono essere richieste in merito al collocamento o proposto collocamento da parte del Governo Italiano di sub-contratti e di ordinativi di acquisto al fine di facilitare anticipate consultazioni fra i Governi su ogni questione che si riferisca alla fidatezza, alla efficienza potenziale o alla produttività e di tali eventuali sub-contraenti.

Art .10 - Pagamenti -

Al Governo Italiano verranno corrisposti, dietro presentazione di fatture o altri documenti, regolarmente certificati, i prezzi convenuti nel presente contratto per forniture consegnate ed accettate o per servizi resi ed accettati, al netto di eventuali deduzioni stabilite nel presente contratto. Salvo specifica disposizione contraria, il pagamento verrà effettuato contro consegna parziali accettate dal Governo degli Stati Uniti, ove ciò sia giustificato dall'ammontare dovuto per tali consegne oppure, dietro richiesta del Governo Italiano, il pagamento per consegna parziali accettate sarà effettuato ogni qualvolta l'ammontare dovuto raggiunga o superi sia i \$1.000 od il 50% dell'ammontare totale del presente contratto.

Art. 11 - Divieto di benefici per funzionari degli Stati Uniti.

Nessun membro o delegato al Congresso degli Stati Uniti, e nessun Commissario Residente degli Stati Uniti potrà essere ammesso a fruire di qualsiasi quota o parte del presente contratto, o di qualsiasi altro profitto che ne possa derivare; questa disposizione tuttavia non sarà applicabile al presente contratto se esso sarà concluso con una Società per i suoi profitti di carattere generale.

Art. 12 - Divieto di corrispondere compensi ad intermediari,etc.

Il Governo Italiano dichiara che nessuna persona od agenzia commerciale è stata impiegata o incaricata per sollecitare od ottenere il presente contratto previo accordo od intesa di corrispondere commissioni, percentuali, diritti di mediazione o retribuzioni contingenti; salvo per quanto riguarda persone regolarmente impiegate, od esistenti agenzie commerciali o di vendita mantenute dal Governo Italiano per lo scopo di procacciare affari. Nel caso di violazione del presente impegno, il Gover-

no degli Stati Uniti avrà diritto di rescindere il presente contratto senza onere alcuno a proprio carico, oppure, a sua disposizione, di dedurre dal prezzo o compenso contrattuale l'intero ammontare di tali commissioni, percentuali, diritti di mediazione o retribuzione contingente.

Art. 13 - Regalie -

Il Governo Italiano si impegna ad applicare al presente contratto le disposizioni di cui alla Sezione 631 della Public Law 179 e Sezione 629 della Public Law 488 del 82° Congresso degli Stati Uniti ed alle analoghe disposizioni contenute nei successivi Appropriation Acts degli Stati Uniti.

Art. 14 - Presentazione di domande di brevetto.

Per tutto il periodo in cui l'oggetto del presente contratto sarà costituito da dati di natura riservata, il Governo Italiano si impegna a non presentare o far presentare domande di brevetto in cui si rivelì parte alcuna dell'oggetto di cui sopra, senza avere prima comunicato tale domanda al "Contracting Officer" per stabilire se, per ragioni di sicurezza, si debba negare il permesso di presentare tale domanda, o se invece tale domanda possa essere presentata alle condizioni prescritte dal "Contracting Officer".

Art. 15 - "Diritti di brevetto per invenzioni industriali"
(Copyright)

(a) - Il Governo Italiano concorda di concedere, e concede con il presente atto al Governo degli Stati Uniti e ai suoi funzionari, agenti e dipendenti che agiscono nei limiti delle loro funzioni ufficiali :

(i) - una autorizzazione a titolo gratuita non esclusiva

od irrevocabile per la pubblicazione, traduzione, riproduzione cessione, rappresentazione, uso ed impiego, e per autorizzare altri, a nome del Governo degli Stati Uniti o nell'interesse della difesa reciproca, ad utilizzare in tal modo tutto il materiale soggetto a diritti di brevetto per la prima volta prodotto o composto e consegnato al Governo degli Stati Uniti ai sensi del presente contratto da parte del Governo Italiano, suoi dipendenti o qualsiasi persona od impresa specificamente impiegata o designata a creare e preparare tale materiale ; e

(ii) - una autorizzazione come detto sopra per tutti i prodotti brevettati o brevettabili, non prodotti o composti per la prima volta dal Governo Italiano in relazione al presente contratto, ma incorporati nel materiale fornito ai sensi del contratto stesso; restando inteso che tale licenza non esulera dai limiti in cui il Governo Italiano possiede ora, o verrà ad acquisire prima della liquidazione definitiva del contratto, il diritto di concedere tale licenza senza che ciò importi una obbligazione a corrispondere un compenso a terze parti solo in dipendenza di tale concessione.

(b) - Il Governo Italiano si impegna ad usare ogni ragionevole cura per avvertire il "Contracting Officer", al momento della consegna di qualsiasi materiale eventualmente od attualmente soggetto a diritti di brevetto, fornito ai sensi del presente contratto, della esistenza in detto materiale di parti soggette a diritti di brevetto detenuti da terzi e di qualsiasi violazione del diritto di privativa insito nello stesso.

(c) - Il Governo Italiano si impegna a notificare al "Contracting Officer" prontamente e con una ragionevole dettagliata comunicazione scritta, qualsiasi diffida o rivendicazione conseguente a violazione di diritti di brevetto ricevuta

da esso in relazione a materiali consegnati ai sensi del presente contratto.

Art. 16 - Garanzia -

Il Governo Italiano si impegna a cedere al Governo degli Stati Uniti il beneficio derivante da qualsiasi garanzia tecnica ottenuta in relazione a qualsiasi materiale prodotto da subfornitori.

Art. 17 - Misure di sicurezza (riservatezza) -

Tutti i materiali, documenti, piani, disegni o capitolati consegnati dal Governo degli Stati Uniti al Governo Italiano, e tutti i materiali, documenti, piani, disegni o capitolati consegnati dal Governo Italiano al Governo degli Stati Uniti in relazione alla esecuzione del presente contratto, che siano classificati dal Governo di origine come "Top Secret" (segretissimo), "Secret" (segreto), "Confidential" (riservatissimo) e "Restricted" (riservato), riceveranno dal Governo che li riceve una classifica di riservatezza tale da garantire loro in sostanza lo stesso grado di riservatezza assicurato dal Governo di origine, e saranno trattati dal Governo che li riceve come proprio materiale riservato portante la stessa classifica.

Il Governo che li riceve non userà tali materiali e dati informativi, nè permetterà che vengano usati per scopi non militari e non li comunicherà nè permetterà che vengano comunicati ad altre Nazioni senza il consenso del Governo di origine.

Il Governo che li riceve, a richiesta, rilascerà al Governo di origine una ricevuta scritta per i suddetti materiali di natura riservata.

Il Governo che li riceve si impegna ad inserire in tutti i contratti di sub-fornitura stipulati in dipendenza al presente

contratto opportune disposizioni riguardanti i materiali e le informazioni di natura riservata.

Art. 18 - Informazioni tecniche -

Il Governo Italiano concorda che il Governo degli Stati Uniti avrà il diritto di duplicare, usare e comunicare, negli interessi del Governo degli Stati Uniti o della difesa mutua nel quadro NATO, interamente od in parte, i rapporti, piani, disegni, dati ed informazioni tecniche che saranno forniti dal Governo Italiano al Governo degli Stati Uniti ai sensi del presente contratto.

ART. 19 - Cessione di diritti -

Nessun diritto che sorga dal presente contratto potrà essere ceduto dal Governo Italiano, con le seguenti eccezioni :

(a) - Ai sensi delle disposizioni dell'Assignment of Claims Act of 1940, e relativi emenuamenti (31 U.S. Code 203, 41 U.S. Code 15), ove il presente contratto preveda pagamenti che ammontino globalmente a \$ 1.000 o più, i diritti alle somme dovute o che diverranno dovute al Governo Italiano dal Governo degli Stati Uniti ai sensi del presente contratto potranno essere ceduti ad una banca, istituto fiduciario (trust company) od altri istituti finanziari, ivi incluse qualsiasi istituto di credito Federale, e potranno in seguito essere ulteriormente ceduti e ri-ceduti a qualsiasi istituto del genere. Ogni cessione o ri-cessione del genere dovrà riferirsi a tutte le somme pagabili ai sensi del presente contratto e non ancora pagate, e non sarà effettuato verso più di una parte, salvo restando che tale cessione o ri-cessione potrà essere fatta verso una parte quale agente fiduciario ("trustee") per due o

più parti che partecipino a tale finanziamento.

(b) — In nessún caso copie del presente contratto, o di qualsiasi piano, capitolato od altro simile documento relativo alle lavorazioni in relazione al contratto stesso, se contrassegnato colle dizioni "Segretissimo", "Segreto", "Riservatissimo" o "Riservato", potranno essere consegnate ai cessionari di diritti sorgenti dal presente contratto, od a qualsiasi altra persona che non abbia titolo per ricevere le copie stesse, restando inteso peraltro che una copia di parte o tutto il presente contratto contrassegnata colle suddette dizioni potrà essere consegnata, o i dati ivi contenuti comunicati a tali cessionari, con il previo consenso scritto del "Contracting Officer".

Art. 20 — Relazioni sindacali e condizioni di lavoro —

Le disposizioni del presente contratto, e la esecuzione del medesimo, saranno soggette ed in conformità alle leggi in vigore del Governo Italiano riguardanti la giornata lavorativa, i salari, le relazioni sindacali (ivi compresi i contratti collettivi), le assicurazioni, le condizioni di lavoro ed altre questioni attinenti al lavoro.

Art. 21 — Denuncia delle "Redevances" —

Ove l'ammontare del presente contratto superi i \$ 10.000 il Governo Italiano si impegna a segnalare per iscritto al "Contracting Officer", nel corso della esecuzione del contratto, l'ammontare delle "redevances" da esso corrisposte direttamente a terzi per la esecuzione del contratto stesso.
Il Governo Italiano si impegna inoltre a :

(i) - fornire per iscritto ogni ulteriore dato riguardante le "redevances" in questione, che sia richiesto dal "Contracting Officer";

(ii) - inserire una clausola simile alla presente in qualsiasi contratto di sub-fornitura conclusa in relazione al presente contratto, che comporti un ammontare superiore a diecimila dollari USA.

ART. 22 - Esame di Libri e Documenti.

La seguente clausola è applicabile nei limiti previsti dalle leggi degli Stati Uniti:

(a) il Governo Italiano conviene di fornire su richiesta al Comptroller General degli Stati Uniti, o a un suo rappresentante da lui regolarmente autorizzato, fino a tre anni dopo il pagamento finale in relazione al presente contratto, gli opportuni dati in merito alle scritture concernenti le transazioni che si riferiscono direttamente al presente contratto.

(b) Il Governo Italiano conviene inoltre di inserire in tutti i contratti di sub-fornitura in relazione al presente contratto una clausola con cui il sub-fornitore accetti di fornire al Comptroller General degli Stati Uniti, o qualsiasi persona da lui regolarmente autorizzata, fino a tre anni dopo il pagamento finale in relazione al presente contratto, su richiesta ed a mezzo del Governo Italiano, copia dei libri, documenti, carte e registrazioni del sub-fornitore che si riferiscono direttamente al contratto di sub-fornitura. Il termine "contratto di sub-fornitura", quale usato nella presente clausola, non si applicherà a:

(i) — ordinativi di acquisto per somme non superiori
a \$ 1.000 ;

(ii) contratti e ordinativi di acquisto per servizi
pubblici a tariffe di carattere generale in vigore per il pub-
blico in genere.

Art. 23 — Soluzione di controversie —

Qualora nell'esecuzione del contratto o per causa del-
la sua risoluzione dovesse sorgere una controversia, la solu-
zione del disaccordo sarà raggiunta attraverso consultazioni
dei due Governi.

I diritti e i doveri dei firmatari di questo contratto saranno regolati e disciplinati dalla Introduzione, dell'Elenco di fornitura redatti in pagine numerate, dalle Disposizioni Generali contenute in 15 pagine numerate e dal presente Foglio delle Firme.

In caso di incompatibilità tra l'Elenco di fornitura e le Disposizioni Generali e ogni specificazione o altra disposizione facente parte di questo contratto per via di riferimento o altrimenti, faranno testo l'Elenco di fornitura e le Disposizioni Generali. In caso di incompatibilità tra l'Elenco di fornitura e le Disposizioni Generali farà testo l'Elenco di fornitura.

Resta inteso che ogni indicazione o dato citato nel corso delle trattative che hanno condotto al presente contratto è da considerarsi annullato al momento della firma del presente contratto il quale, insieme al Memorandum di Intesa del costituisce l'unico e solo accordo fra le Parti Contraenti.

IN FEDE DI CHE le Parti Contraenti hanno firmato questo contratto nel giorno, nel mese ed anno sopra indicato.

LA REPUBBLICA ITALIANA

GLI STATI UNITI D'AMERICA

(Funzionario autorizzato)

(Contracting Officer)

(indirizzo)
per conto di _____

(indirizzo)

*Translation***THE MINISTER OF FOREIGN AFFAIRS**

22/00322

ROME, *March 31, 1954***EXCELLENCY:**

I have the honor to refer to the conversations recently held between the Representatives of our two Governments which resulted in agreement on the wording of the enclosed "Memorandum of Understanding between the Government of the United States of America and the Government of the Italian Republic relating to offshore orders" and "Model Contract between the Government of the United States of America and the Government of the Italian Republic for offshore orders to be placed in Italy".

On receipt of a note from your Government stating that the provisions contained in the above-mentioned documents are accepted by the Government of the United States, the Italian Government will consider that the present note and your reply will constitute an agreement between the two Governments concerning offshore orders, which agreement will enter into force on the date of your note in reply.

I am happy to avail myself of this occasion, Excellency, to renew to you the assurances of my highest consideration.

A. PICCIONI**Her Excellency****CLARE BOOTHE LUCE,***Ambassador of the United States of America,
Rome.**The American Ambassador to the Italian Minister of Foreign Affairs*

No. 1554.

ROME, *March 31, 1954.***EXCELLENCY:**

I have the honor to acknowledge the receipt of your note dated March 31, 1954, regarding the offshore procurement program for Italy and enclosing texts of a "Memorandum of Understanding between the Government of the United States of America and the Government of the Republic of Italy Relating to Offshore Procurement" and of a "Model Contract between the Government of the United States of America and the Government of the Republic of Italy for Offshore Procurement Contracts Placed in Italy".

In reply I am enclosing English texts of the above-mentioned Memorandum of Understanding and Model Contract and have the honor to inform you, in accordance with the proposal made in your Excel-

lency's note, that the provisions of these documents meet with the approval of the United States Government. Your note and the present note, accordingly, are considered as constituting an Agreement between our two Governments on offshore procurement, such Agreement to enter into force as of this date.

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

CLARE BOOTHE LUCE

Clare Boothe Luce
American Ambassador

His Excellency

ATTILIO PICCIONI,
*Minister of Foreign Affairs,
Rome.*

MEMORANDUM OF UNDERSTANDING BETWEEN THE GOVERNMENT OF THE UNITED STATES AND THE GOVERNMENT OF ITALY RELATING TO OFFSHORE PROCUREMENT

This memorandum sets forth certain principles and policies which the Government of Italy and the Government of the United States have agreed will govern the United States Offshore Procurement Program in Italy.

1. Scope and Purpose of the Offshore Procurement Program

It is the intent of the United States Government to procure in countries participating in the mutual security program those types of materials, services, supplies, construction and equipment appropriate either for mutual security military aid or for the direct use of United States Forces. The extent of this program in Italy is dependent upon various considerations, including the ability of the United States Government to place contracts at reasonable prices with satisfactory delivery dates. It is intended that offshore procurement will materially contribute to the combined defense productive capacity of the nations which are members of the North Atlantic Treaty Organization and will at the same time provide a means for increasing the dollar earnings of these countries.

The United States Government will conduct offshore procurement in accordance with the laws of the United States governing military procurement and the mutual security program. It is also the intent of the United States that the offshore procurement program shall be carried out in Italy in furtherance of the principles set forth in Section 516 of the Mutual Security Act of 1951, [¹] the Mutual Defense Assistance Control Act of 1951, [²] and Article II (3) of the Economic Cooperation Agreement between the United States of America and Italy of June 28, 1948, [³] as amended. [⁴]

The United States Government and the Italian Government will consult from time to time with regard to those firms and individuals

^¹ 65 Stat. 382; 22 U.S.C. § 1667.

^² 65 Stat. 644; 22 U.S.C. § 1611 note.

^³ Treaties and Other International Acts Series 1789; 62 Stat., pt. 2, p. 2428.

^⁴ TIAS 1917; 62 Stat., pt. 3, p. 3815; TIAS 2028; 1 UST 160; TIAS 2263; 2 UST 1169; and TIAS 2769; 4 UST 116.

who have acted contrary to the mutual security interest of the two countries with a view to excluding these firms and individuals from receiving contracts or subcontracts under the Offshore Procurement Program.

2. Intergovernmental Coordination

The program of the United States Government for procurement of military end items in Italy will be coordinated with the defense program of the Italian Government. Appropriate officials of the two governments will consult on a continuing basis to study production problems and the carrying out of recommendations for the procurement of end items required by the United States. The two governments will exchange information, as needed, and on a continuing basis, with respect to procurement plans, production facilities in Italy and progress in the achievement of production objectives in Italy.

3. Contract Placement and Parties to Contract

The United States Government may place procurement contracts with the Italian Government or with individuals, firms or other legal entities in Italy through contracting officers of the United States Military Departments. Such contracts shall be executed and administered in the name and on behalf of the United States Government. The Italian Government will be periodically notified of the placement of contracts awarded under the Mutual Defense Assistance Program.

4. Contract Assistance

The Italian Government shall as necessary be consulted by the contracting officers concerning the selection of contractors and subcontractors. The Italian Government shall on request assist in such selection within the necessary and appropriate limits. The Italian Government shall also assist the United States Government and individual contractors to the extent necessary and appropriate to facilitate the administration and carrying out of offshore procurement contracts.

5. Supply of Equipment, Materials and Manpower

The Italian Government shall extend to offshore procurement contractors and subcontractors every possible assistance in the securing of equipment, materials, manpower and services. In any case, their treatment shall be equal to the treatment extended to contractors having similar contracts with the Government of Italy.

6. Security

In the case of procurement contracts placed by the United States Government with the Italian Government, any classified material, including information, delivered by one government to the other will

be given a security classification by the recipient government which will afford to the material substantially the same degree of security as would be afforded by the originating government and will be treated by the recipient government as its own classified material of that security grading. The recipient government will not use such material, or permit it to be used, for other than military purposes and will not disclose such material, or permit it to be disclosed, to another nation without the consent of the originating government.

In the case of procurement contracts placed by the United States Government with private Italian contractors, similar security arrangements for classified material will be followed. Classified material of the United States Government needed by a contractor will be delivered to the appropriate Ministry of the Italian Government. An official of that Ministry will transmit the material to the contractor in such a way as to make the provisions of the Italian security laws and regulations applicable to it. Such material will, prior to transmittal, receive a security classification of the Italian Government which will afford to the material substantially the same degree of security as that afforded by the United States Government, and, at the time of transmittal, the Italian Government will notify the contractor that the classified material delivered to him is considered also classified material of the Italian Government and subject to the provisions of the Italian security laws and regulations.

The Italian Government will, upon request, conduct a security investigation of any prospective Italian contractor to the United States Government in the same manner as such investigations are conducted in cases of defense procurement by the Italian Government, and a recommendation resulting from such investigation will be made to the United States Government.

No charges will be made by the Government of Italy for services rendered pursuant to this clause.

7. Inspection

Inspection of all materials, services, supplies, construction and equipment procured by the United States Government in Italy shall be carried out by representatives of the Government of Italy when requested by the United States Government. In such cases, the Government of Italy will certify to the United States Government that the products meet all specifications and other requirements of the contract. It is not the intention of the United States Government generally to duplicate inspection made by the Government of Italy, but the United States Government shall have the right to make independent inspections and verifications. Accordingly, passage of any item by the inspectors of the Government of Italy may not necessarily

be considered as finally meeting the responsibility of the United States contracting officer either as to quality or quantity. Inspection services rendered by the Government of Italy will be free of cost or charge to the United States Government.

8. Credit Arrangements

The Government of Italy will assist in providing Italian contractors producing for the United States offshore procurement program special credit facilities at least equal to those accorded to Italian business establishments producing for the defense or export program of Italy.

9. Licenses

The Government of Italy will grant and facilitate the obtaining of any licenses, including exchange control, export and import licenses and temporary permits, in accordance with a procedure to be established, which may be considered necessary in connection with any United States Government offshore procurement contract, whether placed in Italy or in other North Atlantic Treaty countries.

10. Taxes

The provisions of the Exchange of Notes between the Government of Italy and the United States Government dated March 5, 1952, [¹] as well as the agreed procedures thereunder, are applicable to the procurement program of the United States Government in Italy. The two governments may consult from time to time as the occasion arises regarding implementation of that agreement.

11. Standard Contract Clauses

Standard clauses have been approved by the two governments for use, as appropriate, in contracts between them and are contained in the attached model contract. Other clauses may be included in individual contracts.

12. Protection of United States Property and Personnel

a) The Italian Government agrees that it will save the United States Government harmless from any loss or damage which might be incurred as a result of any suit, lien, attachment, or other legal process or seizure in Italy against any interest of the United States Government in property acquired through offshore procurement contracts in Italy or as a result of any legal process in Italy against the United States Government on any matter which may arise out of an offshore procurement contract, provided that nothing herein

¹ Treaties and Other International Acts Series 2566; 3 UST, pt. 3, p. 4234.

shall be construed as a waiver of any immunity to which the United States Government may be entitled.

b) Contracting officers and other authorized procurement personnel who are in Italy in connection with the offshore procurement program and whose names have been duly reported to the Italian Government will be accorded the privileges and immunities set forth in paragraphs (2) and (3) of Annex G to the Mutual Defense Assistance Agreement between the United States and Italy signed at Washington on 27 January 1950 [¹] provided that upon entry into force of the NATO status of forces agreement between the United States and Italy, [²] the status of such contracting officers and other authorized procurement personnel will be reconsidered in the light of that agreement, such other pertinent agreements as may be in force between the two governments and such other considerations as may be appropriate. The maximum number of procurement personnel who will enjoy the privileges referred to above will be fixed every year by consultation between the U.S. Embassy at Rome and the Italian Ministry of Foreign Affairs.

13. Destination of End Items

Although the determination of specifications and other requirements of particular offshore procurement contracts may require a tentative identification of the recipient country to which the end items are to be delivered, it is understood that the United States may subsequently amend any such prior determination and identification as to which country shall be the ultimate recipient of the end items produced.

14. Technical Assistance

The United States Government shall make available all United States Government drawings and specifications, and assist in the obtaining of other drawings and specifications which the United States Government deems necessary for proper performance under the contract. In those cases where the United States Government has promised to deliver drawings and specifications and does not deliver such drawings and specifications in sufficient time to permit the contractor to proceed in accordance with the delivery schedule, then the contract shall be extended by the number of days equal to the number of days to which non-compliance with the delivery schedule is attributable to the United States Government in the delivery of such drawings and specifications; such extension shall be effected by a supplemental agreement to the contract.

¹ TIAS 2013, 1 UST 57.

² TIAS 2846; 4 UST 1792.

15. Contract Terms

Inasmuch as the statutes of the United States prohibit utilization of a contract upon which payment is based on cost plus a percentage of cost, it is understood that such a system of determining payment shall not be employed in contracts entered into between the United States Government and the Government of Italy. Further, the Government of Italy advises that it will not utilize the type of contract in which payment is made on this basis in subcontracts under any contract between the United States Government and the Government of Italy.

The Government of Italy advises that it does not have any law authorizing the recoupment of excess profits similar to the Renegotiation Act of the United States. [¹]

16. No Profits Clause

On offshore procurement contracts, it is understood that no profit of any nature, including net gains resulting from fluctuations in exchange rates, will be made by the Government of Italy. The Government of Italy agrees to determine whether it has realized any such profit, in which event, or in the event that the United States Government considers that such profit may have been realized, the Government of Italy agrees that it will immediately enter into conversation with the United States Government for the purpose of determining the existence and the amount of such profit. During these conversations, the Italian Government shall furnish the United States Government such documents and accounting data as may be necessary to determine the facts. In the computation of profits hereunder, the contracts shall be taken collectively. If, as a result of conversations between the respective Governments, it is established that profit has been realized by the Italian Government on such contracts, it shall refund the amount of the profit to the United States Government under arrangements and procedures to be agreed upon between the two Governments. At the request of either Government, a refund adjustment will be accomplished on completed contracts at the earliest practicable date, but this adjustment must be effected on or before December 31, 1955 or such later dates as may be mutually agreed upon by the two Governments. This article shall not be construed as affecting in any manner any profit refunding provisions as may be contained in individual contracts.

¹ Public Law 9, approved Mar. 23, 1951; 65 Stat. 7; 50 U.S.C., app. § 1211.

MODEL CONTRACT

Contract No _____

**NEGOTIATED CONTRACT for the Procurement of Supplies, Services,
and Materials in Italy**

This contract is entered into pursuant to the provisions of Section 2(c)(1) of the Armed Services Procurement Act of 1947, as amended (41 U.S. Code 151 et seq.) and other applicable law.

Funds Chargeable: _____

Amount of Contract: _____

Fiscal Officer: _____

PAYMENT: to be made in United States Dollars by _____
at _____
to _____

This contract is entered into this _____ day of _____ 19_____
by and between the United States of America (hereinafter called the
United States Government) represented by the Contracting Officer
executing this contract and the Republic of Italy (hereinafter called
the Italian Government) represented by _____.

This contract is executed subject to the agreement and conditions
included in the Memorandum of Understanding between the United
States Government and the Italian Government relating to procure-
ment of supplies, services and materials dated _____.

The parties hereto agree that the Italian Government shall furnish
and deliver all of the supplies and perform all the services set forth
in the Schedule for the consideration stated therein.

Schedule Page 1 of .. pages

SCHEDULE

Item No.	Supplies or Services	Quantity (Number of Units)	Unit	Unit Price Excl taxes	Amount Excl taxes

TOTAL CONTRACT
PRICE EXCL TAXES:

GENERAL PROVISIONS

1. DEFINITIONS

As used throughout this contract the following terms shall have the meanings set forth below:

(a) The term "Secretary" means the Secretary, the Under Secretary, or any Assistant Secretary of the United States Military Department concerned; and the term "his duly authorized representative" means any person or persons (other than the Contracting Officer) authorized to act for the Secretary.

(b) The term "Contracting Officer" means the person executing this contract on behalf of the United States Government, and any other officer or civilian employee who is a properly designated Contracting Officer; and the term includes, except as otherwise provided in this contract, the authorized representative of a Contracting Officer acting within the limits of his authority.

(c) The term "United States Government" means the United States of America.

(d) The term "Italian Government" means the Republic of Italy or any officer duly authorized to act on behalf of the Italian Government in relation to this contract.

(e) Except as otherwise provided in this contract, the term "subcontracts" means any agreement, contract, subcontract, or purchase order made by the Italian Government with any contractor in fulfillment of any part of this contract, and any agreements, contracts, subcontracts or purchase orders thereunder.

2. CHANGES

The Contracting Officer may at any time, by a written order make changes, within the general scope of this contract, in any one or more of the following:

(i) Drawings, designs, or specifications, where the supplies to be furnished are to be specially manufactured for the United States Government in accordance therewith;

(ii) Method of shipment or packing; and

(iii) Place of delivery.

If any such change causes an increase or decrease in the total cost of, or the time required for, performance of this contract an equitable adjustment shall be made in the contract price or delivery schedule, or both, and the contract shall be modified in writing accordingly. Any claim by the Italian Government for adjustment under this clause must be asserted within sixty days from the date of receipt by the Italian Government of the notification of change; provided, however, that the

Contracting Officer, if he decides that the facts justify such action, may receive and act upon any such claim asserted at any time prior to final payment under this contract. Nothing in this clause shall excuse the Italian Government from proceeding with the contract as changed.

3. EXTRAS

Except as otherwise provided in this contract, no payment for extras shall be made unless such extras and the price therefor has been authorized in writing by the Contracting Officer.

4. VARIATION IN QUANTITY

No variation in the quantity of any item called for by this contract will be accepted unless such variation has been caused by conditions of loading, shipping, or packing, or allowances in manufacturing processes, and then only to the extent, if any, specified elsewhere in this contract.

5. INSPECTION

(a) Adequate inspection and test of all supplies (which term throughout this clause includes without limitation raw materials, components, intermediate assemblies, and end products) to insure conformity with drawings, designs and specifications of the contract shall be effected by the Italian Government.

(b) The Italian Government will furnish a certificate or certificates stating that the inspection has been made and that all supplies, services or materials covered by the certificate meet all requirements of the schedules, drawings, designs and specifications of the contract.

(c) United States Government representatives shall have the right to verify that (1) the end items conform to standards and to drawings, designs and specifications and (2) the quantity of end items specified is delivered. United States representatives will notify the appropriate Italian Government representatives when they intend to conduct inspections and such inspections will, insofar as feasible, be conducted promptly.

(d) In case any supplies or lots of supplies are defective in material or workmanship or otherwise not in conformity with the requirements of this contract, the United States Government, except for supplies or materials furnished or certified by the United States Government, shall have the right to either reject them (with or without instructions as to their disposition) or to require their correction. Supplies or lots of supplies which have been rejected or required to be corrected shall be removed or corrected in place, as requested by the Contracting Officer, by and at the expense of the Italian Government promptly after notice, and shall not again be tendered for

acceptance unless the former tender and either the rejection or requirement for correction is disclosed.

(1) The Italian Government will provide and require their contractors and subcontractors to provide to the United States Government inspectors, without additional charge to the United States Government, reasonable facilities and assistance for the safety and convenience of the United States Government representatives in the performance of their duties. Final acceptance or rejection of the supplies shall be made as promptly as practicable after delivery, except as otherwise provided in this contract, but failure to inspect and accept or reject supplies shall neither relieve the Italian Government from responsibility for such supplies as are not in accordance with the contract requirements nor impose liability on the United States Government therefor.

(2) The inspection and test by the United States Government of any supplies or lots thereof does not relieve the Italian Government from any responsibility regarding defects or other failures to meet the contract requirements which may be discovered prior to final acceptance. Except as otherwise provided in this contract, final acceptance shall be conclusive except as regards latent defects.

(e) The Italian Government shall provide and maintain an inspection system acceptable to the United States Government covering the supplies hereunder. Records of all inspection work by the Italian Government shall be kept complete and available to the United States Government during the performance of this contract and for such longer period as may be specified elsewhere in this contract.

6. RESPONSIBILITY FOR SUPPLIES

Except as otherwise provided in this contract, (1) the Italian Government shall be responsible for the supplies covered by this contract until they are delivered at the designated delivery point, regardless of the point of inspection; and (2) the Italian Government shall bear all risks as to rejected supplies after notice of rejection.

7. TERMINATION

(a) The performance of work under this contract may be terminated by the United States Government in accordance with this clause in whole, or, from time to time, in part, whenever the Contracting Officer shall determine that such termination is in the best interests of the United States Government. Any such termination shall be effected by delivery to the Italian Government of a Notice of Termination specifying to the extent to which performance of work under the

contract is terminated, and the date upon which such termination becomes effective.

(b) After receipt of a Notice of Termination, and except as otherwise directed by the Contracting Officer, the Italian Government shall (1) stop work under the contract on the date and to the extent specified in the Notice of Termination; (2) place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the contract as is not terminated; (3) terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the Notice of Termination; (4) assign to the United States Government, in the manner, at the times, and to the extent directed by the Contracting Officer, all of the right, title, and interest of the Italian Government under the orders and subcontracts so terminated; (5) settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Contracting Officer to the extent he may require, which approval or ratification shall be final for all the purposes of this clause; (6) transfer title and deliver to the United States Government, in the manner, at the times, and to the extent, if any, directed by the Contracting Officer, (i) the fabricated or unfabricated parts, work in process, completed work, supplies, and other material produced as a part of, or acquired in connection with the performance of, the work terminated by the Notice of Termination, and (ii) the completed or partially completed plans, drawings, information, and other property which, if the contract had been completed, would have been required to be furnished to the United States Government; (7) use its best efforts to sell, in the manner, at the times, to the extent, and at the price or prices directed or authorized by the Contracting Officer, any property of the types referred to in provision (6) of this paragraph, provided, however, that the Italian Government (i) shall not be required to extend credit to any purchaser, and (ii) may acquire any such property under the conditions prescribed by and at a price or prices approved by the Contracting Officer; and provided further that the proceeds of any such transfer or disposition shall be applied in reduction of any payments to be made by the United States Government to the Italian Government under this contract or shall otherwise be credited to the price or cost of the work covered by this contract or paid in such other manner as the Contracting Officer may direct; (8) complete performance of such part of the work as shall not have been terminated by the Notice of Termination; and (9) take such action as may be necessary, or as the Contracting Officer may direct, for the protection and preservation of the property related to this contract which is in the possession of the Italian Government and in which the United States Government has or may acquire

an interest. At any time after expiration of the plant clearance period, as defined in Section VIII, Armed Services Procurement Regulation, [1] as it may be amended from time to time, the Italian Government may submit to the Contracting Officer a list, certified as to quantity and quality, of any or all items of termination inventory not previously disposed of, exclusive of items the disposition of which has been directed or authorized by the Contracting Officer, and may request the United States Government to remove such items or enter into a storage agreement covering them. Not later than fifteen (15) days thereafter, the United States Government will accept title to such items and remove them or enter into a storage agreement covering the same, provided that the list submitted shall be subject to verification by the Contracting Officer upon removal of the items, or if the items are stored, within forty-five (45) days from the date of submission of the list, and any necessary adjustment to correct the list as submitted shall be made prior to final settlement.

(c) After receipt of a Notice of Termination, the Italian Government shall submit to the Contracting Officer its termination claim, in the form and with the certification prescribed by the Contracting Officer. Such claim shall be submitted promptly but in no event later than two years from the effective date of termination, unless one or more extensions in writing are granted by the Contracting Officer, upon request of the Italian Government made in writing within such two-year period or authorized extension thereof. However, if the Contracting Officer determines that the facts justify such action, he may receive and act upon any such termination claim at any time after such two-year period or any extension thereof. Upon failure of the Italian Government to submit its termination claim within the time allowed, the Contracting Officer may determine, on the basis of information available to him, the amount, if any, due to the Italian Government by reason of the termination and shall thereupon pay to the Italian Government the amount so determined.

(d) Subject to the provisions of paragraph (c), the Italian Government and the Contracting Officer may agree upon the whole or any part of the amount or amounts to be paid to the Italian Government by reason of the total or partial termination of work pursuant to this clause. The contract shall be amended accordingly, and the Italian Government shall be paid the agreed amount.

(e) Any determination of costs under paragraph (c) hereof shall be governed by the State of Principles for Consideration of Costs set forth in Part 4 of Section VIII of the Armed Services Procurement Regulation, as in effect on the date of this contract.

¹ 32 CFR 8.217.

(f) In arriving at the amount due the Italian Government under this clause there shall be deducted (1) all unliquidated payments on account theretofore made to the Italian Government, (2) amounts due or which may be due from the Italian Government to the United States Government in connection with this contract, and (3) the agreed price for, or the proceeds of sale of, any materials, supplies, or other things acquired by the Italian Government or sold, pursuant to the provisions of this clause, and not otherwise recovered by or credited to the United States Government.

(g) If the termination hereunder be partial, prior to the settlement of the terminated portion of this contract, the Italian Government may file with the Contracting Officer a request in writing for an equitable adjustment of the price or prices specified in the contract relating to the continued portion of the contract (the portion not terminated by the Notice of Termination) and such equitable adjustment as may be agreed upon shall be made in such price or prices.

(h) Upon notification to the United States Government by the Italian Government that the Italian Government is precluded from performing the contract in accordance with its terms and conditions due to circumstances beyond its control the two Governments will consult with a view toward negotiating an amendment to this contract. If the two Governments cannot agree to an amendment extending the time of performance or otherwise modifying the contract so as to enable the Italian Government to perform it, the United States Government may terminate this contract by reason of the inability of the Italian Government to perform it. Such termination shall be without cost to the United States Government and without liability of either Government to the other; provided that the parties hereto may agree upon the transfer to the United States Government of any or all of the property of the types referred to in paragraph (b) (6) above, in which event the United States Government will pay to the Italian Government (i) the price provided in the contract for items completed in accordance with the contract requirements, and (ii) a price mutually agreed upon for other items.

(i) Unless otherwise provided for in this contract, or by applicable statute, the Italian Government, from the effective date of termination and for a period of five years after final settlement under this contract, shall preserve and make available to the United States Government at all reasonable times at the office of the Italian Government but without direct charge to the United States Government, all its books, records, documents, and other evidence bearing on the costs and expenses of the Italian Government under this contract and relating to the work terminated hereunder, or, to the extent approved

by the Contracting Officer, photographs, micro-photographs, or other authentic reproductions thereof.

8. TAXES

(a) The contract prices, including the prices in subcontracts hereunder, are understood to be net of the taxes and duties which, in accordance with the agreement entered into between the Government of the United States and the Government of Italy, will not be borne by the United States for its expenditures in Italy, as well as net of all other taxes or duties not applicable to this contract under the laws of Italy.

(b) If, after the contract date, the Government of the United States and the Government of Italy shall agree that any tax or duty included in the contract prices shall not be applicable to expenditures in Italy by the United States, the contract prices shall be reduced accordingly.

9. SUBCONTRACTING

(a) The Italian Government undertakes that in any subcontract made in connection with this contract they will employ the same procurement methods and procedures as they employ in contracting for their own requirements.

(b) The Italian Government agrees to indemnify and save harmless the United States Government against all claims and suits of whatsoever nature arising under or incidental to the performance of this contract, by any subcontractor against the Italian Government or the United States Government.

(c) The Italian Government agrees to furnish to the United States Contracting Officers such information as may be requested regarding the placement or proposed placement by the Italian Government of subcontracts and purchase orders, with a view to facilitating early consultation between the two governments on any questions respecting the reliability, potential efficiency, or productivity of any such subcontractor.

10. PAYMENTS

The Italian Government shall be paid, upon the submission of properly certified invoices or vouchers, the prices stipulated herein for supplies delivered and accepted or services rendered and accepted, less deductions, if any, as herein provided. Unless otherwise specified, payment will be made on partial deliveries accepted by the United States Government when the amount due on such deliveries so warrants; or, when requested by the Italian Government, payment for accepted partial deliveries shall be made whenever such payment

would equal or exceed either \$1,000 or 50% of the total amount of this contract.

11. UNITED STATES OFFICIALS NOT TO BENEFIT

No member of or delegate to Congress of the United States, or resident commissioner of the United States shall be admitted to any share or part of this contract, or to any benefit that may arise therefrom; but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

12. COVENANT AGAINST CONTINGENT FEES

The Italian Government warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Italian Government for the purpose of securing business. For breach or violation of this warranty the United States Government shall have the right to annul this contract without liability or in its discretion to deduct from the contract price or consideration the full amount of such commission, percentage, brokerage, or contingent fee.

13. GRATUITIES

The Italian Government agrees to apply to this contract the provisions embodied in Section six hundred thirty-one, Public Law 179, [¹] and Section six hundred twenty-nine, Public Law 488, [²] 82nd Congress of the United States and like provisions embodied in subsequent United States Appropriation Acts.

14. FILING OF PATENT APPLICATIONS

While and so long as the subject matter of this contract is classified security information, the Italian Government agrees that it will not file, or cause to be filed, an application or registration for patent disclosing any of said subject matter without first referring the proposed application or registration to the Contracting Officer for determination as to whether, for reasons of security, permission to file such application or registration should be denied, or whether such application may be filed on conditions imposed by the Contracting Officer.

15. COPYRIGHT

(a) The Italian Government agrees to and does hereby grant to the United States Government, and to its officers, agents and employees

¹ 65 Stat. 450.

² 66 Stat. 536.

acting within the scope of their official duties, (i) a royalty-free, non-exclusive and irrevocable license to publish, translate, reproduce, deliver, perform, use, and dispose of, and to authorize, in behalf of the United States Government or in the furtherance of mutual defense, others so to do, all copyrightable material first produced or composed and delivered to the United States Government under this contract by the Italian Government, its employees or any individual or concern specifically employed or assigned to originate and prepare such material; and (ii) a license as aforesaid under any and all copyrighted or copyrightable work not first produced or composed by the Italian Government in the performance of this contract but which is incorporated in the material furnished under the contract, provided that such license shall be only to the extent that the Italian Government now has or prior to completion of final settlement of this contract may acquire, the right to grant such license without becoming liable to pay compensation to others solely because of such grant.

(b) The Italian Government agrees that it will exert all reasonable effort to advise the Contracting Officer, at the time of the delivering any copyrightable or copyrighted work furnished under this contract, of any adversely held copyrighted or copyrightable material incorporated in any such work and of any invasion of the right of privacy therein contained.

(c) The Italian Government agrees to report to the Contracting Officer, promptly and in reasonable written detail, any notice or claim of copyright infringement received by the Italian Government with respect to any material delivered under this contract.

16. GUARANTY

The Italian Government undertakes that the benefit of any technical guarantee obtained in respect of any item subcontracted shall be passed on to the United States Government.

17. SECURITY

Any materials, documents, designs, drawings or specifications delivered by the United States Government to the Italian Government and any materials, documents, designs, drawings, specifications or supplies delivered by the Italian Government to the United States Government in the performance of this contract, which are classified by the originating Government as "Top Secret", "Secret", "Confidential" or "Restricted", shall be given a security classification by the recipient Government which will afford to the material substantially the same degree of security as that afforded by the originating Government and shall be treated by the recipient Government as its own classified material of that security grading.

The recipient Government will not use such material including information, or permit it to be used, for other than military purposes and will not disclose such material, or permit it to be disclosed, to another nation without the consent of the originating Government.

The recipient Government will, upon request, give to the originating Government an acknowledgment of receipt in writing for any such classified material.

The recipient Government agrees to include appropriate provisions covering military security material including information in all subcontracts hereunder.

18. TECHNICAL INFORMATION

The Italian Government agrees that the United States Government shall have the right to duplicate, use and disclose, in behalf of the United States Government or in the furtherance of NATO mutual defense, all or any part of the reports, drawings, blueprints, data and technical information, specified to be delivered by the Italian Government to the United States Government under this contract.

19. ASSIGNMENT OF CLAIMS

No claim arising under this contract shall be assigned by the Italian Government except as follows:

(a) Pursuant to the provisions of the Assignment of Claims Act of 1940^[1] as amended^[2] (31 U.S. Code 203, 41 U.S. Code 15), if this contract provides for payments aggregating \$1,000 or more, claims for moneys due or to become due the Italian Government from the United States Government under this contract may be assigned to a bank, trust company, or other financing institution, including any Federal lending agency, and may thereafter be further assigned and reassigned to any such institution. Any such assignment or reassignment shall cover all amounts payable under this contract and not already paid, and shall not be made to more than one party, except that any such assignment or reassignment may be made to one party as agent or trustee for two or more parties participating in such financing.

(b) In no event shall copies of this contract or of any plans, specifications, or other similar documents relating to work under this contract, if marked "Top Secret", "Secret", "Confidential", or "Restricted" be furnished to any assignee of any claim arising under this contract or to any other person not entitled to receive the same; provided, that a copy of any part or all of this contract so marked

¹ 54 Stat. 1029.

² 65 Stat. 41.

may be furnished, or any information contained therein may be disclosed to such assignee upon the prior written authorization of the Contracting Officer.

20. LABOR RELATIONS AND STANDARDS

The provisions of this contract and the performance hereunder shall be subject to and in accordance with the laws of the Government of Italy, from time to time in effect, which govern the hours, wages, labor relations (including collective bargaining), workmen's compensation, working conditions, and other matters pertaining to labor.

21. REPORTING OF ROYALTIES

If this contract is in an amount which exceeds \$10,000 the Italian Government agrees to report in writing to the Contracting Officer during the performance of this contract the amount of royalties paid or to be paid by it directly to others in the performance of this contract. The Italian Government further agrees (i) to furnish in writing any additional information relating to such royalties as may be requested by the Contracting Officer, and (ii) to insert a provision similar to this clause in any subcontract hereunder which involves an amount in excess of the equivalent of ten thousand United States dollars.

22. EXAMINATION OF RECORDS

The following clause is applicable to the extent required by the laws of the United States:

(a) The Italian Government agrees that the Comptroller General of the United States or one of his regularly authorized representatives shall, until the expiration of three years after final payment under this contract, be furnished on request the necessary data relative to the documents concerning the transactions that are directly related to the present contract.

(b) The Italian Government further agrees to include in all its subcontracts hereunder a provision to the effect that the subcontractor agrees that the Comptroller General of the United States or any of his duly authorized representatives shall, until the expiration of three years after final payment under this contract with the United States Government, on request be furnished through the medium of the Italian Government copies of any directly pertinent books, documents, papers, and records of such subcontractor involving transactions related to the subcontract. The term "subcontract" as used in this clause excludes (i) purchase orders not exceeding \$1,000 and (ii) subcontracts or purchase orders for public utility services at rates established for uniform applicability to the general public.

23. SETTLEMENT OF CONTROVERSIES

If in the performance of this contract or as a consequence of its termination, some controversial issue should arise, the solution of such disagreement shall be reached through consultation between the two governments.

The rights and obligations of the parties to this contract shall be subject to and governed by the Cover Sheet, the Schedule consisting of ---- numbered pages, the General Provisions consisting of 15 numbered pages and this Signature Sheet. To the extent of any inconsistency between the Schedule or the General Provisions, and any specifications or other provisions which are made a part of this contract by reference or otherwise, the Schedule and General Provisions shall control. To the extent of any inconsistency between the Schedule and the General Provisions, the Schedule shall control. It is agreed that quotations and/or conversations leading up to and during the negotiations of this contract have been consummated by signing this contract which, together with the memorandum of understanding dated -----, constitutes the entire agreement between the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this contract as of the day and year first above written.

THE REPUBLIC OF ITALY

THE UNITED STATES OF AMERICA

By ----- By -----

(Authorized Officer)

(Contracting Officer)

(Address)

(Address)

For -----

TIAS 3084
July 28 and INTER-AMERICAN HIGHWAY
Aug. 28, 1954

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

**Amending Agreement of May 19, 1943,
as Supplemented**

- Effectuated by Exchange of Notes
Signed at Washington July 28
and August 28, 1954
- Entered into force August 28, 1954

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

DEPARTMENT OF STATE
WASHINGTON

July 28 1954

SIR:

I refer further to your Embassy's note No. 1661 dated December 22, 1952 [¹] requesting the cooperation of the Government of the United States in the construction of the Inter-American Highway in Guatemala.

If the Government of Guatemala is prepared to reassert its acceptance of the pertinent provisions of Public Law 769, approved September 7, 1950, [²] by a reaffirmation of the statements made in your Embassy's note No. 1661 dated December 22, 1952, this Government is prepared to recognize that your Embassy's note will meet all the requirements of United States legislation so that the cooperation may be facilitated by the Government of the United States within the scope of the appropriations of funds given by the Congress of the United States.

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

For the Secretary of State:

ROBERT F. WOODWARD

Señor FRANCISCO ANGUIANO,
*Chargé d'Affaires ad interim
of Guatemala.*

^¹ Not printed.

^² 64 Stat. 785.

The Guatemalan Ambassador to the Secretary of State

EMBAJADA DE GUATEMALA

No. 1165.

WASHINGTON, D. C., Agosto 28, 1954.

Excelencia:

Tengo el honor de referirme a la atenta nota de Vuestra Excelencia fechada el 28 de Julio próximo pasado, en la que Vuestra Excelencia manifiesta que su Ilustrado Gobierno se encuentra preparado para reconocer que una reafirmación de las declaraciones hechas en la nota de esta Embajada No. 1661, del 22 de diciembre de 1952, reúne los requisitos especificados por la Legislación del Ilustrado Gobierno de Vuestra Excelencia, a efecto de que pueda ser facilitada su cooperación para terminar la construcción de la Carretera Interamericana en Guatemala.

Con la autorización específica de mi Gobierno, por la presente solicito formalmente la cooperación del Ilustrado Gobierno de Vuestra Excelencia en la terminación de la construcción de dicha carretera.

Tambien estoy autorizado para ofrecer las seguridades requeridas por la Sección 11 de la Ley Pública 769, aprobada el 7 de septiembre de 1950, que el Gobierno de Guatemala asiente a las proyecciones de ella y que tiene una organización adecuadamente capacitada para administrar las funciones requeridas

de Guatemala bajo las condiciones de la ley. Mi gobierno conviene además, conforme especifica la ley, que los pedidos de fondos de Estados Unidos de apropiaciones autorizadas por la ley que de tiempo en tiempo someta a la consideración del Ilustrado Gobierno de Vuestra Excelencia, serán para la construcción de porciones de la carretera de acuerdo con normas que satisfagan los requerimientos de tránsito presentes y futuros.

Salvo que Vuestra Excelencia determine de otra manera respecto a proyectos específicos en Guatemala relacionados con porciones separadas de la Carretera, queda entendido, que conforme la ley, no se hará gasto de fondos de Estados Unidos en ningún proyecto sino cuando Guatemala provea y haga disponible para gasto en conexión con el mismo, una suma igual a por lo menos un tercio del gasto total hecho por nuestros dos Gobiernos.

El Gobierno de Guatemala reconoce los requerimientos de la ley de que en dichos proyectos sobre porciones de la Carretera todos los gastos por material equip' y suministros deben hacerse, siempre que sea practicable, por Productos de Estados Unidos o de Guatemala; y que el trabajo de construcción a ejecutarse por contrato debe anunciarse por un período razonable por el Ministro de Comunicaciones y Obras Públicas de Guatemala; y los contratos deberán adjudicarse conforme dichos anuncios con la aprobación del Secretario de Comercio de Estados Unidos.

Además, como se convino en conversaciones entre representantes de la Embajada

de Guatemala en Estados Unidos y funcionarios del Departamento de Estado,

el Gobierno de Guatemala desea informar al Ilustrado Gobierno de Vuestra

Excelencia que conviene específicamente conforme la ley en:

(1) que proveerá, sin participación de fondos de Estados Unidos, todo derecho de vía, necesario para la construcción de la Carretera Interamericana en Guatemala, derecho de vía que será de un ancho mínimo, donde sea practicable de 100 metros en las zonas rurales y de 50 metros en los municipios; y que tal derecho de vía se mantendrá por siempre inviolado como parte de la Carretera para uso público;

(2) que no impondrá peaje ni permitirá que se cargue peaje alguno por el uso, por vehículos o personas de cualquier porción de dicha Carretera construida bajo las provisiones de la Ley Pública 375 y aprobada el 26 de diciembre de 1941, enmendada,

(3) que no cobrará ni fijará, directa o indirectamente, tasa o impuesto alguno o cualquier otro cargo por el uso de dicha Carretera por vehículos o personas de Estados Unidos que no se aplique igualmente a vehículos o personas de Guatemala; y que no cobrará ni fijará, directa o indirectamente, tasa o impuesto alguno o cualquier otro cargo por el uso de dicha Carretera por vehículos del Gobierno de Estados Unidos,

(4) que continuará concediendo reconocimiento recíproco de matrículas de vehículos y licencias de conductores de acuerdo con las provisiones de la Convención sobre Reglamentación del tránsito Automotor Interamericano, abier-

ta a firma en la Union Panamericana en Washington el 15 de diciembre de 1943,

y de la cual Guatemala y Estados Unidos son parte, o de cualquier otro tratado o convención internacional que establezca similar reconocimiento reciproco: y

(5) que mantendrá la porción actualmente completada de dicha Carretera y cada sección de la porción incompleta de la misma a medida que se complete, todas en condición que sirvan adecuadamente las necesidades del tránsito presente y futuro; y que, en la medida que sea practicable, proveerá a la conservación de todas las secciones parcialmente completadas de dicha Carretera que estén ahora o queden en adelante abiertas al tránsito.

Mi Gobierno conviene además en que, reconociendo que la Carretera Interamericana es un proyecto de inusitada significación de carácter económico y cultural para Guatemala y una obra pública de importancia nacional en interés público colectivo de Guatemala, será considerado como uno al cual se aplicarán, en favor del proyecto cooperativo, las disposiciones pertinentes — de haberlas — de las leyes laborales de Guatemala referentes a excepciones y al ejercicio de la discreción patronal.

Al aceptar las disposiciones de la Ley Pública 769, aprobada el 7 de septiembre de 1950, enmendatoria de la Ley Pública 375, aprobada el 26 de diciembre de 1941, y al convenir en las estipulaciones señaladas arriba, mi Gobierno sugiere al Ilustrado Gobierno de Vuestra Excelencia que el presente canje de notas constituya enmienda del convenio original entre nuestros dos Gobiernos contenido en el

canje de notas del 19 de Mayo de 1943, enmendado. Mi Gobierno sugiere ademas al Ilustrado Gobierno de Vuestra Excelencia, que las notas que por la presente se canjeen se consideren como enmienda formal de la Especificación del Proyecto y Memorandum de Entendimiento efectivo el lo. de septiembre de 1944, enmendado, entre el Gobierno de Guatemala y el Comisionado de Caminos Pùblicos de Estados Unidos; y que cualquier enmienda ulterior no se limitara al tema de este canje de notas sino que podrá incluir cualesquiera otros asuntos de carácter técnico que faciliten la cooperación propuesta.

Quiero expresar a Vuestra Excelencia que Mi Gobierno esta vivamente interesado en la tramitación de la presente solicitud formal de cooperación del Ilustrado Gobierno de Vuestra Excelencia en la terminación de la construcción de la Carretera Intéramericana en Guatemala.

Aprovecho la oportunidad para renovar a Vuestra Excelencia las seguridades de mi más alta y distinguida consideración,

LUIS CRUZ

Excelentísimo Señor JOHN FOSTER DULLES
Secretario de Estado,
Washington, D. C.

Translation

EMBASSY OF GUATEMALA

No. 1165.

WASHINGTON, D. C., *August 28, 1954.***EXCELLENCY:**

I have the honor to refer to Your Excellency's courteous note dated July 28, 1954, in which Your Excellency states that your Government is prepared to recognize that a reaffirmation of the statements made in this Embassy's note No. 1661 of December 22, 1952, meets the requirements specified by the legislation of Your Excellency's Government for the latter's cooperation in completing construction of the Inter-American Highway in Guatemala.

With the specific authorization of my Government, I hereby formally request the cooperation of Your Excellency's Government in the completion of the above-mentioned highway.

I am also authorized to offer the assurances required by Section 11 of Public Law 769, approved September 7, 1950, that the Government of Guatemala agrees to the provisions thereof and that it has an organization adequately qualified to perform the functions required of Guatemala under the terms of the law. My Government further agrees, as the law specifies, that requests for United States funds from appropriations authorized by law which it may submit from time to time for consideration by Your Excellency's Government will be for construction of portions of the highway in accordance with standards that will meet present and future traffic requirements.

Unless Your Excellency should decide otherwise with respect to specific projects in Guatemala relating to separate portions of the highway, it is understood that in accordance with the law, no United States funds will be spent on any project except when Guatemala provides and makes available for expenditure in connection therewith a sum equal to at least one-third of the total expenditure made by our two Governments.

The Government of Guatemala recognizes the requirements of the law to the effect that all expenditures for material, equipment, and supplies for the above-mentioned projects covering portions of the highway must be made, whenever practicable, for products of the United States or of Guatemala; that the construction work to be done under contract must be advertised for a reasonable period by the Minister of Communications and Public Works of Guatemala; and that contracts must be awarded in accordance with the aforesaid advertisements, with the approval of the United States Secretary of Commerce.

Furthermore, as was agreed in conversations between representatives of the Embassy of Guatemala in the United States and officials

of the Department of State, the Government of Guatemala desires to inform Your Excellency's Government that in accordance with the law, it specifically agrees:

- (1) That it will provide, without the participation of United States funds, all rights-of-way necessary for construction of the Inter-American Highway in Guatemala, which rights-of-way shall be of a minimum width, where practicable, of 100 meters in rural areas and 50 meters in municipalities, and that such rights-of-way will be maintained forever inviolate as a part of the highway for public use;
- (2) That it will not impose any toll nor permit any toll whatever to be charged for the use, by vehicles or persons, of any portion of the said highway constructed under the provisions of Public Law 375, approved December 26, 1941, [¹] as amended; [²]
- (3) That it will not collect or levy, directly or indirectly, any assessment or tax or any other charge whatever for the use of the said highway by vehicles or persons of the United States that is not equally applied to vehicles or persons of Guatemala; and that it will not collect or levy, directly or indirectly, any assessment or tax or any other charge whatever for the use of the said highway by vehicles of the Government of the United States;
- (4) That it will continue to grant reciprocal recognition of motor vehicle registrations and drivers' licenses in accordance with the provisions of the Convention on the Regulation of Inter-American Automotive Traffic, opened for signature at the Pan American Union in Washington on December 15, 1943, [³] to which Guatemala and the United States are parties, or of any other treaty or international convention establishing similar reciprocal recognition; and
- (5) That it will maintain the already completed portion of the aforementioned highway, and each section of the unfinished portion thereof as completed, in such condition that they may adequately serve the needs of present and future traffic; and that, as far as is practicable, it will provide for the upkeep of all the partially completed sections of the said highway that are now or may in the future be opened to traffic.

My Government, recognizing that the Inter-American Highway is a project of unusual economic and cultural significance for Guatemala and a public work of national importance to the collective public interest of Guatemala, further agrees that it will be considered as an undertaking to which there shall be applied, in favor of the cooperative project, the pertinent provisions—if there are any—of the labor

^¹ 55 Stat. 860.

^² 64 Stat. 789.

^³ Treaties and Other International Acts Series 1567; 61 Stat., pt. 2, p. 1129.

laws of Guatemala referring to exceptions and to the exercise of discretion by management.

In accepting the provisions of Public Law 769, approved September 7, 1950, amending Public Law 375, approved December 26, 1941, and in agreeing to the stipulations indicated above, my Government suggests to Your Excellency's Government that this exchange of notes constitute an amendment to the original agreement between our two Governments contained in the exchange of notes of May 19, 1943, [¹] as amended. [²] My Government further suggests to Your Excellency's Government that the notes hereby exchanged be considered as a formal amendment of the Project Specification and Memorandum of Understanding effective September 1, 1944, as amended, between the Government of Guatemala and the United States Commissioner of Public Roads, [³] and that any subsequent amendment not be limited to the topic of this exchange of notes but may include any other matters of a technical nature that might facilitate the proposed cooperation.

I wish to state to Your Excellency that my Government is keenly interested in the action that may be taken on this formal request for the cooperation of Your Excellency's Government toward completing construction of the Inter-American Highway in Guatemala.

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

LUIS CRUZ

His Excellency

JOHN FOSTER DULLES,
Secretary of State,
Washington, D. C.

^¹ Executive Agreement Series 345; 57 Stat. 1111.

^² Treaties and Other International Acts Series 2001; 62 Stat., pt. 3, p. 3923.

^³ Not printed.

TIAS 3085
May 13 and DEFENSE
July 19, 1954

Offshore Procurement Program

Agreement between the UNITED STATES OF AMERICA and BELGIUM

- Effectuated by Exchange of Notes
Signed at Brussels May 13 and
July 19, 1954
- Entered into force July 19, 1954

The American Ambassador to the Belgian Minister for Foreign Affairs

No. 1025

BRUSSELS, May 13, 1954

EXCELLENCY:

I have the honor to refer to the Ministry's note of November 19, 1953, No. B.5/OS/03494, acknowledging receipt of my note No. 450 of the same date [¹] which transmitted a copy of the standard contract agreed to in connection with the Offshore Procurement Agreement signed on September 2, 1953. [²]

In order that Clause 13 of the standard contract may always refer to current legislation, it would be appreciated if it could be amended to read as follows:

"The Belgian Government agrees to apply to this contract the provisions embodied in Section 631 of Public Law 179 [³] and Section 629 of Public Law 488, [⁴] 82nd Congress of the United States, and like provisions embodied in subsequent United States appropriation acts."

I would appreciate it if you would inform me whether this change is acceptable to your Government.

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

FREDERICK M. ALGER, Jr.

His Excellency

M. PAUL-HENRI SPAAK,

Minister for Foreign Affairs.

¹ Treaties and Other International Acts Series 3001; 5 UST, pt. 2, p. 1334.

² TIAS 3000; 5 UST, pt. 2, p. 1311.

³ 65 Stat. 450.

⁴ 66 Stat. 536.

The Belgian Minister for Foreign Trade to the American Ambassador

MINISTÈRE DES AFFAIRES ÉTRANGÈRES
ET DU COMMERCE EXTÉRIEUR

Direction Générale
du
Commerce Extérieur

B/OS/3.438

BRUXELLES, le 19 Juil 1954

MONSIEUR L'AMBASSADEUR,

En réponse à la lettre de Votre Excellence du 13 mai 1954, n° 1025, j'ai l'honneur de Lui communiquer que mon Gouvernement accepte la proposition de changement de la clause 13 du contrat standard relatif aux commandes "offshore", qui devra se lire dorénavant comme suit:

"The Belgian Government agrees to apply to this contract the provisions embodied in Section 631 of Public Law 179 and Section 629 of Public Law 488, 82nd Congress of the United States, and like provisions embodied in subsequent United States appropriation acts".

Je saisirai cette occasion, Monsieur l'Ambassadeur, de renouveler à Votre Excellence l'assurance de ma très haute considération.

LE MINISTRE DU COMMERCE
EXTERIEUR,

V. LAROCK

Son Excellence

Monsieur F. M. ALGER, Jr.,
*Ambassadeur des Etats-Unis
d'Amérique
à Bruxelles.*

Translation

MINISTRY OF FOREIGN AFFAIRS
AND FOREIGN TRADE

Office of the
Director General of
Foreign Trade

B/OS/3.438

BRUSSELS, July 19, 1954

MR. AMBASSADOR,

In reply to Your Excellency's note No. 1025 of May 13, 1954, I have the honor to inform you that my Government accepts the pro-

posal to amend clause 13 of the standard contract relating to offshore procurement, to read hereafter as follows:

"The Belgian Government agrees to apply to this contract the provisions embodied in Section 631 of Public Law 179 and Section 629 of Public Law 488, 82nd Congress of the United States, and like provisions embodied in subsequent United States appropriation acts".

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

V. LAROCK
Minister for Foreign Trade

His Excellency

F. M. ALGER, Jr.,
*Ambassador of the United States of America,
Brussels.*

TIAS 3086
Aug. 27 and
Sept. 1, 1954

GUARANTY OF PRIVATE INVESTMENTS

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

- Effectuated by Exchange of Notes
Signed at Washington August 27 and
September 1, 1954
- Entered into force September 1, 1954

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

DEPARTMENT OF STATE

WASHINGTON

August 27 1954

SIR:

I refer to conversations which have recently taken place between representatives of our two Governments, relating to guaranties authorized by Section 413 (b) (4) of the Mutual Security Act of 1954. [¹] I also confirm the understandings reached as a result of these conversations as follows:

The Governments of Thailand and of the United States of America will, upon the request of either of them, consult respecting projects in Thailand proposed by nationals of the United States of America with regard to which guaranties under the aforesaid Section 413 (b) (4), have been made or are under consideration. With respect to such guaranties extending to projects which are approved by the Government of Thailand in accordance with the provisions of the aforesaid Section, the Government of Thailand agrees:

- a. That if the Government of the United States of America makes payment in United States dollars to any person under any such guaranty, the Government of Thailand will recognize the transfer to the United States of America of any right, title or interest of such person in assets, currency, credits, or other property on account of which such payment was made and the subrogation of the United States of America to any claim or cause of action of such person arising in connection therewith. The Government of Thailand shall also recognize any transfer to the Government of the United States of America pursuant to such guaranty of any compensation for loss covered by such guaranties received from any source other than the Government of the United States of America;
- b. That Baht amounts acquired by the Government of the United States of America pursuant to such guaranties shall be accorded treatment not less favorable than that accorded to private funds arising from transactions of United States nationals which are

¹ 68 Stat. 847; 22 U.S.C. § 1933 (b).

- comparable to the transactions covered by such guaranties, and that such Baht amounts will be freely available to the Government of the United States of America for administrative expenditures;
- c. That any claim against the Government of Thailand to which the Government of the United States of America may be subrogated as the result of any payment under such a guaranty, shall be the subject of direct negotiations between the two Governments. If, within a reasonable period, they are unable to settle the claim by agreement, it shall be referred for final and binding determination to a sole arbitrator selected by mutual agreement. If the Governments are unable, within a period of three months, to agree upon such selection, the arbitrator shall be one who may be designated by the President of the International Court of Justice at the request of either Government.

Upon receipt of a note from you indicating that the foregoing provisions are acceptable to the Government of Thailand, the Government of the United States of America will consider that this note and your reply thereto constitute an agreement between the two Governments on this subject, the agreement to enter into force on the date of your note in reply.

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

For the Secretary of State:

WALTER S. ROBERTSON

The Honorable

M. R. THUAITHEP DEVAKUL,
Charge d'Affaires ad interim
of Thailand.

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

THE ROYAL THAI EMBASSY
WASHINGTON 8, D. C.

No. 2576/2497

September 1, 1954.

EXCELLENCY,

I have the honour to refer to Your Excellency's note dated August 27, 1954, which reads as follows:

"I refer to conversations which have recently taken place between representatives of our two Governments, relating to guaranties authorized by Section 413 (b) (4) of the Mutual Security Act of 1954. I also confirm the understandings reached as a result of these conversations as follows:

The Governments of Thailand and of the United States of America will, upon the request of either of them, consult respecting projects in Thailand proposed by nationals of the United States of America with regard to which guaranties under the aforesaid Section 413 (b) (4), have been made or are under consideration. With respect to such guaranties extending to projects which are approved by the Government of Thailand in accordance with the provisions of the aforesaid Section, the Government of Thailand agrees:

- a. That if the Government of the United States of America makes payment in United States dollars to any person under any such guaranty, the Government of Thailand will recognize the transfer to the United States of America of any right, title or interest of such person in assets, currency, credits, or other property on account of which such payment was made and the subrogation of the United States of America to any claim or cause of action of such person arising in connection therewith. The Government of Thailand shall also recognize any transfer to the Government of the United States of America pursuant to such guaranty of any compensation for loss covered by such guaranties received from any source other than the Government of the United States of America;
- b. That Baht amounts acquired by the Government of the United States of America pursuant to such guaranties shall be accorded treatment not less favorable than that accorded to private funds arising from transactions of United States nationals which are comparable to the transactions covered by such guaranties, and that such Baht amounts will be freely available to the Government of the United States of America for administrative expenditures;
- c. That any claim against the Government of Thailand to which the Government of the United States of America may be subrogated as the result of any payment under such a guaranty shall be the subject of direct negotiations between the two Governments. If, within a reasonable period, they are unable to settle the claim by agreement, it shall be referred for final and binding determination to a sole arbitrator selected by mutual agreement. If the Governments are unable, within a period of three months, to agree upon such selection, the arbitrator shall be one who may be designated by the President of the International Court of Justice at the request of either Government.

Upon receipt of a note from you indicating that the foregoing provisions are acceptable to the Government of Thailand, the Govern-

ment of the United States of America will consider that this note and your reply thereto constitute an agreement between the two Governments on this subject, the agreement to enter into force on the date of your note in reply."

I have the honour to state, on behalf of the Government of Thailand, that the understandings between Your Excellency's Government and mine as stated in the note above referred to are correct and hereby confirmed.

Accept, Excellency, the assurances of my highest consideration.

T. DEVAKUL

(M. R. Thuaithep Devakul)
Charge d'Affaires ad interim

His Excellency

JOHN FOSTER DULLES,
Secretary of State,
Washington, D. C.

DEFENSE

**TIAS 3087
Sept. 6, 1951**

Use of Facilities in the Azores

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

- Signed at Lisbon September 6, 1951
- Entered into force September 6, 1951

**DEFENSE AGREEMENT BETWEEN PORTUGAL AND
THE UNITED STATES OF AMERICA**

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

Having in mind the doctrine and obligations arising from Articles 3 and 5 of the North Atlantic Treaty signed in Washington April 4, 1949; [¹]

Resolved, in accordance with the preamble of that Treaty, to unite their efforts for the common defense and for the preservation of peace and security;

Considering the necessity of executing in peacetime the measures of military preparation necessary to the common defense, in conformity with plans approved by the nations signatory to the referred to Treaty;

Taking into consideration that according to the provisions adopted in the North Atlantic Treaty Organization, the area of the Azores directly interests Portugal and the United States and that between them they must establish agreements for the determination and utilization of the facilities which it is possible for the first of the mentioned Governments to grant in those islands;

Agree as follows:

Article 1

The Portuguese Government grants to the Government of the United States in case of war in which they are involved during the life of the North Atlantic Treaty and within the framework and by virtue of the responsibilities assumed thereunder the use of facilities in the Azores which will be provided for in technical arrangements to be concluded by the Ministers of Defense of the two Governments.

Wherever reference is made in the text of this Agreement to technical arrangements, it is understood that such reference has to do with the technical arrangements to be agreed upon by the Ministers of Defense of the two Governments, and which are hereby authorized.

Article 2

The Governments of Portugal and of the United States, in technical and financial collaboration, and in harmony with technical arrangements to be agreed upon, will construct new installations and

¹ Treaties and Other International Acts Series 1964; 63 Stat., pt. 2, pp. 2242, 2244.

enlarge and improve those existing for the purpose of preparing and equipping the agreed facilities in the Azores with what is necessary for the execution of the missions for which under the defense plans they are charged with in time of war.

- 1) These preparatory works shall include, among other things, the storage of oil, munitions, spare parts and any supplies considered necessary for the purposes in view.
- 2) The term for the execution of what is set forth in the body of the present Article and in subparagraph 1 will run from the date of signature of this Agreement until the first of September 1956 with a period of grace of four months.

Article 3

All constructions and materials incorporated in the soil will from the start be considered property of the Portuguese State without prejudice to the recognized right of the United States to use such constructions and materials in time of war or in time of peace to the extent and in the manner provided in this Agreement, and to raze and remove them for its account at the end of the term referred to in Article 1 or if the hypothesis mentioned in Article 8 should eventuate, all in accordance with technical arrangements to be agreed upon.

At the end of the period referred to in Article 1, as well as in the hypothesis provided for in Article 8, and without prejudice to the technical arrangements referred to above, the United States may raze or remove for its account technical equipment belonging to it and not necessary to the future functioning of the bases, the Portuguese Government making equitable payment for that which it desires to acquire and which may be ceded to it.

Article 4

Having in mind their eventual use in harmony with the provisions of Article 1, the Portuguese Government will undertake the maintenance of the facilities in all the period subsequent to the withdrawal of the American personnel, as stipulated in Article 7.

Article 5

For the purpose of the previous Article, and in accordance with what will be agreed upon between the Defense Ministers of the two Governments, the Government of the United States will provide facilities necessary for the apprenticeship and training of Portuguese personnel having in mind the perfect functioning of the bases as well as facilitate duly qualified American personnel and material both deemed indispensable for the missions charged to the military forces in the Azores, in time of peace as well as in time of war, in harmony with the

plans established by the competent organs of the North Atlantic Treaty Organization. This American personnel in the period subsequent to the evacuation of the bases in time of peace will be under Portuguese direction.

Article 6

During the period of the preparation of the bases, in conformity with Article 2 subparagraph 2, and during the period of evacuation granted under Article 7, the transit of American military aircraft through the Lagens Airdrome continues to be permitted and there will be authorized on that base, during the same periods, the training of United States aviation and naval personnel, and United States military and civilian personnel stationed there may be increased up to the necessary. There will also be permitted the eventual visit to the air-drome of Santa Maria of some military aircraft which will be provided for by technical arrangements to be concluded between the Ministers of Defense of the two Governments.

These arrangements will fix the number and missions of the personnel employed and will define the legal statute to which they will be subject, as well as the exemptions which the personnel and material will enjoy in time of peace and in time of war.

Article 7

For a term beyond the periods in which the facilities should be utilized either in time of war or under conditions provided for in subparagraph 2 of Article 2, there will be granted by the Portuguese Government between six months and a year, in accordance with the circumstances and difficulties of the occasion, for the complete evacuation of the American personnel and their accompanying equipment, which will take place whether or not it has been possible to carry out the provisions of Article 5.

Stockpiling of materials and supplies necessary to the preparation for war, in accordance with the reasonable exigencies of the international situation, and in accordance with technical arrangements to be agreed upon, is authorized during the term referred to in Article 1.

Article 8

The Government of the United States may at any moment renounce the concessions granted under the present Agreement in which case the obligations assumed in this respect by the Portuguese Government will likewise cease.

Article 9

In case of war the facilities granted may be utilized by the rest of the North Atlantic Treaty Organization members. The conditions for the utilization of the facilities by the members of the NATO will

be established by agreement between the competent Portuguese and American authorities.

The Portuguese Government reserves the right to extend to the Government of His Britannic Majesty in the United Kingdom facilities analogous to those granted under this Agreement.

Article 10

The Portuguese Government will authorize, after the period of evacuation fixed in Article 7, the transit through Lagens of military aircraft of the United States carrying out missions within the framework of the North Atlantic Treaty Organization. This transit will be carried out by the utilization of the Portuguese services in the referred to Base, whether or not it has been possible to carry out the provisions of Article 5.

For beyond the period in question, and from time to time, as may be agreed between the Ministers of Defense of the two countries in the face of circumstances and in each case, the Lagens base may be utilized for the exercises of combined training of the appropriate forces of NATO. The non-Portuguese personnel necessary to effect this training will remain in the Azores only for the time necessary for each operation.

Article 11

Nothing in the technical arrangements to be agreed upon by the Ministers of Defense of the two Governments may be understood in a contrary sense to the provisions of the present Defense Agreement.

Article 12

This Agreement will enter into effect on the date of its signature and on the same date the Agreement of February 2, 1948,^[1] will cease to have validity.

In testimony thereof the respective plenipotentiaries of the two Governments have placed their signatures and affixed their seals to the present Agreement.

Done in Lisbon in two copies, in Portuguese and English, both texts having equal value, this sixth day of September 1951.

[SEAL]

LINCOLN MACVEAGH

[SEAL]

PAULO CUNHA

¹ Treaties and Other International Acts Series 2351; 2 UST 2266.

ACÓRDO DE DEFESA ENTRE
PORUGAL E OS ESTADOS UNIDOS DA AMÉRICA

O Governo Português e o Governo dos Estados Unidos da América:

Tendo presentes a doutrina e deveres emergentes dos artigos 3º. e 5º. do Tratado do Atlântico Norte, assinado em Washington em 4 de Abril de 1949;

Resolvidos, como se diz no preâmbulo do mesmo Tratado, a congregar os seus esforços para a defesa comum e para a preservação da paz e da segurança;

Considerando a necessidade de regular em tempo de paz as provisões de preparação militar necessárias à defesa comum, de conformidade com os planos aprovados pelos países signatários do referido Tratado;

Atendendo a que, segundo as disposições adoptadas na Organização do Tratado do Atlântico Norte, a área dos Açores interessa directamente a Portugal e aos Estados Unidos e entre estes se devem estabelecer os acordos para definição e utilização das facilidades que ao primeiro dos Governos referidos é possível conceder naquelas ilhas;

Acordam o seguinte:

Artigo 1º.

O Governo Português concede ao Governo dos Estados Unidos, em caso de guerra na qual estejam envolvidos durante a vigência do Tratado do Atlântico Norte, e no quadro e em virtude das responsabilidades assumidas no mesmo, o uso de facilidades nos Açores, conforme forem descritas nos arranjos técnicos a concluir pelos Ministros da Defesa dos dois Governos.

§ único. Sempre que no decorrer deste Acordo se faz referência a arranjos técnicos, entende-se que a menção diz respeito aos arranjos técnicos que vão ser concluídos pelos Ministros da Defesa dos dois Governos, os quais ficam autorizados pelo presente Acordo.

Artigo 2º.

Os Governos Português e dos Estados Unidos, em colaboração técnica e financeira, de harmonia com as disposições a concretizar nos arranjos técnicos, construirão novas instalações e ampliarão e melhorarão as existentes com o fim de preparar e aprontar as facilidades acordadas nos Açores com o necessário à execução das missões que nos planos de defesa lhes estejam atribuídas para o tempo de guerra.

§ 1º. — Compreendem-se designadamente nos referidos trabalhos preparatórios o armanezamento de óleos, munições, sobressalentes e quaisquer abastecimentos considerados aos fins em vista.

§ 2º. — O prazo para a execução do disposto no corpo do presente artigo e no seu § 1º. correrá desde a data da assinatura deste Acordo até um de Setembro de Mil Novecentos e Cinquenta e Seis, com a tolerância de quatro meses.

Artigo 3º.

Todas as construções e materiais incorporados no solo consideram-se desde logo propriedade do Estado Português, sem prejuízo do direito reconhecido aos Estados Unidos de usar tais construções e materiais em tempo de guerra, ou em tempo de paz na medida e no modo regulados neste Acordo, e de as fazer levantar e remover por sua conta no termo da vigência a que se refere o artigo 1º. ou verificada a hipótese prevista no artigo 8º., tudo de harmonia com o que fôr acordado nos arranjos técnicos.

Tanto no termo da vigência a que se refere o artigo 1º., como na hipótese prevista no artigo 8º., e sem prejuízo das disposições dos arranjos técnicos, poderão bem assim os Estados Unidos fazer levantar e remover por sua conta os equipamentos técnicos que lhes pertençam e não sejam necessários ao ulterior funcionamento das bases, devendo o Governo Português justa indemnização pelos que deseje adquirir e possam ser-lhe cedidos.

Artigo 4º.

O Governo Português responde pela manutenção das facilidades, em ordem à sua eventual utilização de harmonia com o disposto no artigo 1º., em todo o período subsequente à retirada do pessoal americano, como se estipula no artigo 7º.

Artigo 5º.

Para os fins do artigo anterior, e conforme fôr acordado pelos Ministros da Defesa dos dois Governos, o Governo dos Estados Unidos dará as facilidades necessárias à aprendizagem e treino do pessoal português em ordem ao perfeito funcionamento das bases, bem como facultará pessoal americano devidamente habilitado e o material julgados indispensáveis para as missões atribuídas às forças militares nos Açores, tanto em tempo de paz como em tempo de guerra em harmonia com os planos estabelecidos pelos organismos competentes da Organização do Tratado do Atlântico Norte. Esse pessoal americano, no período subsequente à evacuação das bases e em tempo de paz, ficará sob direcção Portuguesa.

Artigo 6º.

Durante o prazo de preparação das bases, conformemente ao artigo 2º. § 2º., e ainda durante o prazo de evacuação, concedido no artigo 7º., continua a ser permitido o trânsito de aviões militares americanos pelo aeródromo das Lagens, e será autorizado nessa base, durante os mesmos períodos, o treino de pessoal de aviação e naval dos Estados Unidos, podendo ser aumentado até ao necessário o pessoal militar e civil dos Estados Unidos ali estacionado. Será bem assim permitida a visita eventual, ao aeródromo de Santa Maria, de alguns aviões militares, como ficará previsto nos arranjos técnicos a concluir pelos Ministros da Defesa dos dois Governos.

Estes arranjos fixarão a quantidade e missões do pessoal empregado e definirão o estatuto jurídico a que este ficará submetido, bem como as isenções de que gozarão as pessoas e o material em tempo de paz e em tempo de guerra.

Artigo 7º.

Para além dos prazos por que devem ser utilizadas as facilidades quer em tempo de guerra quer nos termos do § 2º. do artigo 2º., serão concedidos pelo Governo Português entre seis meses e um ano, conforme as circunstâncias e as dificuldades da ocasião, para a completa evacuação do pessoal americano e a retirada dos materiais que devam acompanhá-lo, as quais se efectuarão tenha ou não sido possível executar o preceituado nas disposições do artigo 5º.

O armazenamento de materiais e abastecimentos, necessário à preparação para tempo de guerra, fica autorizado durante o prazo referido no artigo 1º., conforme as razoáveis exigências da situação internacional e nos termos constantes dos arranjos técnicos que vão ser concluídos.

Artigo 8º.

O Governo dos Estados Unidos pode em qualquer momento renunciar às concessões constantes do presente Acordo, deixando então igualmente de valer as obrigações assumidas a esse respeito pelo Governo Português.

Artigo 9º.

Em caso de guerra as facilidades concedidas podem ser utilizadas pelos restantes membros da Organização do Tratado do Atlântico Norte. As condições de utilização das facilidades pelos membros desta Organização serão estabelecidas por acordo entre as competentes autoridades Portuguesas e Americanas.

O Governo Português reserva-se o direito de estender ao Governo de S. M. Britânica no Reino Unido facilidades análogas às concedidas por este Acordo.

Artigo 10º.

O Governo Português autorizará, depois de decorrido o prazo de evacuação fixado no artigo 7º., o trânsito pelas Lagens de aviões militares dos Estados Unidos que executem missões nos quadros da Organização do Tratado do Atlântico Norte. Este trânsito será assegurado pela utilização dos serviços portugueses na referida base, tenha ou não sido possível executar o preceituado nas disposições do artigo 5º.

Para além do mencionado prazo, e de tempos a tempos, conforme fôr acordado pelos Ministros da Defesa dos dois Governos em face das circunstâncias e em cada caso concreto, poderá a base das Lagens ser utilizada para exercícios de treino combinado de forças adequadas da Organização do Tratado do Atlântico Norte. O pessoal não português, necessário à efectivação desses treinos, permanecerá nos Açores só o tempo que para cada treino fôr indispensável.

Artigo 11º.

Nada nos arranjos técnicos a concluir pelos Ministros da Defesa dos dois Governos pode ser entendido em contrário do clausulado no presente Acordo de Defesa.

Artigo 12º.

Este Acordo entra em vigor na data da sua assinatura, deixando na mesma data de vigorar o Acordo de 2 de Fevereiro de 1948.

Em testemunho do que os plenipotenciários respectivos dos dois Governos puseram as suas assinaturas e afixaram os seus sêlos ao presente Acordo

Feito em Lisboa em duas vias, em português e inglês, sendo os dois textos igualmente válidos, nêste dia seis de Setembro de 1951.

[SEAL]

PAULO CUNHA

[SEAL]

LINCOLN MACVEAGH

**TIAS 3088
Feb. 12 and
May 1, 1954** **ECONOMIC COOPERATION**

Informational Media Guaranty Program

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

- Effectuated by Exchange of Notes
Signed at Karachi February 12 and
May 1, 1954
- Entered into force May 1, 1954

*The American Chargé d'Affaires ad interim to the Pakistani
Foreign Minister*

AMERICAN EMBASSY
KARACHI, PAKISTAN
February 12, 1954.

EXCELLENCY:

I have the honor to refer to conversations which have recently taken place between representatives of our two Governments relating to an informational media guaranty program pursuant to section 111 (b) (3) of the Economic Cooperation Act of 1948, as amended.^[1] I also have the honor to confirm the understandings reached as a result of these conversations, as follows:

The Governments of Pakistan and the United States of America will, upon request of either of them, consult regarding exports of informational media to Pakistan proposed by nationals of the United States of America for any projects approved by the Pakistan Government with regard to which guaranties under section 111 (b) (3) of the Economic Cooperation Act of 1948, as amended, have been made or are under consideration.

With respect to such guaranties, covering imports approved by the Government of Pakistan in accordance with the terms of the aforementioned section, the Government of Pakistan agrees that Pakistani currency acquired by the United States Government pursuant to such guaranties will be freely expendable by the United States Government for administrative expenditures and such other purposes as may hereafter be agreed upon by the United States Government and the Government of Pakistan.

Upon receipt of a note from Your Excellency indicating that the foregoing provisions are acceptable to the Government of Pakistan, the United States Government will consider that this note and your reply thereto constitute an agreement between the two Governments on this subject, the agreement to enter into force on the date of your note in reply.

Accept, Excellency, the renewed assurance of my best distinguished consideration.

JOHN K. EMMERSON

His Excellency

Sir ZAFRULLA KHAN
*Foreign Minister
Pakistan.*

^[1] 62 Stat. 144; 22 U.S.C. § 1509 (b) (3).

The Pakistani Joint Secretary to the American Ambassador

MINISTRY OF FOREIGN AFFAIRS
&
COMMONWEALTH RELATIONS
KARACHI

No. EA(ii)/1/97/53.

May 1, 1954.

EXCELLENCY,

I have the honour to refer to note dated the 12th February 1954, from the Embassy of the United States of America in Pakistan and to state that the Government of Pakistan agrees to import 'informational media' from the United States of America on the following terms and conditions:

(i) The Governments of Pakistan and the United States of America will, upon request of either of them, consult regarding exports of informational media to Pakistan proposed by the nationals of the United States of America for any projects approved by the Pakistan Government with regard to which guaranties under section 111 (b) (3) of the Economic Cooperation Act of 1948, as amended, have been made or are under consideration of the United States Government.

(ii) With respect to such guaranties, covering imports as approved by the Government of Pakistan in accordance with the terms of the aforementioned section, the Government of Pakistan agrees that Pakistani currency acquired by the United States Government pursuant to such guaranties will be freely expendable by the United States Government for administrative expenditures and such other purposes as may hereafter be agreed upon between the United States Government and the Government of Pakistan.

(iii) This agreement will come into force with effect from the date of this note.

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

Yours sincerely,

S. K. DEHLAVI
(S. K. Dehlavi)

His Excellency Mr. HORACE A. HILDRETH,
*Ambassador Extra-ordinary and
Plenipotentiary for the United States
of America in Pakistan,
Karachi.*

TECHNICAL COOPERATION

**TIAS 3089
July 16, 1954**

Agricultural Development Program

**Agreement between the
UNITED STATES OF AMERICA
and EL SALVADOR**

- Signed at San Salvador July 16, 1954
- Entered into force August 10, 1954

AGREEMENT ON A COOPERATIVE PROGRAM
FOR AGRICULTURAL DEVELOPMENT BETWEEN
THE GOVERNMENT OF THE UNITED STATES
OF AMERICA AND THE GOVERNMENT OF
THE REPUBLIC OF EL SALVADOR

AGREEMENT ON A COOPERATIVE PROGRAM
FOR AGRICULTURAL DEVELOPMENT BETWEEN
THE GOVERNMENT OF THE UNITED STATES
OF AMERICA AND THE GOVERNMENT OF
THE REPUBLIC OF EL SALVADOR

The Government of the United States of America and the Government of the Republic of El Salvador have agreed as follows:

ARTICLE I. THE OPERATING AGENCIES

Pursuant to the General Agreement for Technical Co-operation signed on behalf of the two Governments at San Salvador on April 4, 1952^[1] there shall be initiated in the Republic of El Salvador a Cooperative Program of Agricultural Development. The obligations assumed herein by the Government of El Salvador will be performed by it through its Ministry of Agriculture and Livestock (hereinafter referred to as the "Ministry"). The obligations assumed herein by the Government of the United States of America will be performed by it through the Foreign Operations Administration (hereinafter referred to as the "Administration"), an agency of the latter Government. The Administration may discharge its obligations under this Agreement through the Institute of Inter-American Affairs, the regional office of the Administration for Latin America and may secure the assistance of other agencies of the Government of the United States of America and of other public and private agencies. The Ministry, on behalf of the Government of El Salvador and the Administration, on behalf of the Government of the United States of America, shall participate jointly in all phases of the planning and administration of the cooperative program. The present Agreement, and all activities carried out pursuant to it, shall be governed by the provisions of the said General Agreement for Technical Cooperation.

ARTICLE II. OBJECTIVES

The objectives of this Cooperative Program of Agricultural Development are the following:

1. To facilitate the development of agriculture in El Salvador through the cooperative action of the two Governments;
2. To stimulate and increase the interchange between the two countries, of knowledge, skills and techniques in the field of agriculture;

¹ Treaties and Other International Acts Series 2527; 3 UST, pt. 3, p. 3932.

3. Through this cooperative undertaking, to promote and strengthen understanding and good will between the peoples of El Salvador and the United States of America, and to foster the growth of democratic ways of life.

ARTICLE III. FIELDS OF ACTIVITY

This Cooperative Program of Agriculture will include, to the extent that the parties from time to time agree thereon, operations of the following types:

1. Studies of the needs of El Salvador in the field of agriculture, and the resources which are available to meet these needs;

2. The formulation and continuous adaptation of a program to help meet such needs;

3. The initiation and administration of projects in agricultural research and experimentation; agricultural extension; livestock development; soil and water conservation and irrigation; storage and conservation of agriculture and live-stock products; fisheries and fishing; and any other studies and projects fostering the development of agriculture and live-stock.

4. Related agricultural training activities for Salvadoran personnel, both within and outside El Salvador.

5. The furnishing of technical advisory services in the fields referred to in paragraph 3 above.

ARTICLE IV. THE OPERATIONS MISSION IN EL SALVADOR

The Administration agrees to furnish a group of technicians and specialists to collaborate in carrying out the cooperative program of agriculture. The technicians and specialists made available by the Administration under this Agreement, together with those so made available under other program and project agreements, will constitute the United States of America Operations Mission in El Salvador. The size and composition of the Operations Mission shall be determined by the Administration. The Operations Mission shall be headed by a Director. The Director and other members of the Operations Mission shall be appointed by the Government of the United States of America but shall be acceptable to the Government of El Salvador.

ARTICLE V. THE COOPERATIVE SERVICE

There is hereby established within the Ministry an agency of the Government of El Salvador to be known as the "Salvadoran-American Agricultural Cooperative Service" (hereinafter referred to as the "Service"). The Service shall be responsible for executing the activities of the cooperative program of agricultural development. The Operations Mission shall assist the Service in carrying out its responsibilities. The Director of the Operations Mission or his designee shall serve as Chief of the Service (hereinafter referred to as the "Chief"). Members of the Operations Mission may become officials or employees of the Service as requested by the Minister or his designee and agreed to by the Chief.

ARTICLE VI. CONTRIBUTIONS

The parties shall contribute and make available moneys for use in carrying out the program during the period covered by this Agreement, in accordance with the following:

1. The Government of the United States of America, during the period from the date of entry into force of this Agreement through December 31, 1960, shall make available the moneys necessary to pay the salaries and other expenses of the members of the Operations Mission, as well as such other expenses of an administrative nature as it may incur in connection with this cooperative program. These funds shall be administered by the Administration and shall not be deposited to the credit of the Service.

2. The Government of El Salvador shall:

- a) appoint specialists and other necessary personnel, to the extent such personnel can be made available, to collaborate with the Operations Mission.
- b) furnish land, buildings, installations, equipment, office furniture, materials, implements and such other services as it is able to provide.
- c) obtain the cooperation of other agencies of the Government of El Salvador for the most effective development and execution of the cooperative program of agriculture.

3. In addition, the parties may later agree in writing upon the amount of funds that each will contribute to the Service each year for use in carrying out the program for the duration of the Agreement. It is understood that sums subsequently agreed to be contributed by the Government of the United States of America may, as the representatives of the parties shall agree, be deposited to the credit of the Service or be withheld in the United States of America to be expended outside of El Salvador in United States dollars as agreed upon by the Minister or his designee and the Chief. Contributions of funds may be made in such installments as the parties may agree upon.

4. Moneys deposited by the Government of the United States of America to the credit of the Service shall be convertible at the highest rate which, at the time the conversion is made, is available to the Government of the United States of America for its diplomatic and other official expenditures in El Salvador.

5. It is understood that contributions to be made to the Service by the two parties pursuant to this Agreement, or any supplement thereto, shall be made in such periodic installments as may have been previously agreed by the parties, and that, unless the parties shall previously have agreed specifically otherwise, such periodic instalments by the two parties shall be made simultaneously and in amounts corresponding proportionately to the contribution each is to make. Funds deposited by either party shall be available for withdrawal for payments or expenses of the Service only after the agreed corresponding deposit of the other party has been made.

6. The funds deposited to the credit of the Service may be maintained in such bank or banks as may be agreed upon by the Minister or his designee and the Chief, and shall be available only for the purposes of this agreement. No funds shall be withdrawn from the accounts of the Service for any purpose except by issuance of a check or other suitable withdrawal document signed by the Minister or his designee and the Chief. There shall be included in the deposit agreement to be made with any bank a provision that the bank shall be obligated to repay the Service any funds which it shall permit to be withdrawn from the funds of the Service on the basis of any document other than a check or other withdrawal document that has been signed by the Minister or his designee and the Chief.

ARTICLE VII. ADDITIONAL CONTRIBUTIONS

The projects to be undertaken under this Agreement may include cooperation with national and local governmental agencies

in El Salvador, as well as with organizations of a public or private character, and international organizations of which the United States of America and El Salvador are members. By agreement between the parties contributions of moneys, property, services or facilities by either or both parties, or by any of such third parties, may be accepted and deposited to the credit of the Service for use in effectuating the cooperative program of agriculture, in addition to its funds contributed by the two Governments.

ARTICLE VIII. OPERATIONS

1. The Cooperative Program of Agriculture shall consist of a series of projects to be jointly planned. Each project shall be embodied in a written project agreement which shall be signed by the Minister or his designee, on behalf of the Ministry, the Director of the Operations Mission or his designee, on behalf of the Administration, and the Chief on behalf of the Service. Each project agreement shall define the work to be done and the administrative organization, shall make budgets and allocations therefor from moneys available to the Service, and may contain such other matters as the parties may desire to include.

2. Upon substantial completion of any project, a Completion Memorandum shall be drawn up and signed by the Minister or his designee and the Chief, which shall provide a record of the work done, the objectives sought to be achieved, the expenditures made, the problems encountered and solved, and related basic data.

3. The selection of specialists, technicians and others in the field of agriculture to be sent for training to the United States of America or elsewhere at the expense of the Service pursuant to this program, as well as the training activities in which they shall participate, shall be determined by the Minister or his designee and the Chief.

4. The general policies and administrative procedures that are to govern the Cooperative Program of Agriculture, in the execution of projects, such as the disbursement of and accounting for moneys, the incurrence of obligations of the Program, the purchase, use, inventory, control and disposition of property, the appointment and discharge of officers and other personnel of the Service and the terms and conditions of their employment, and all other administrative matters, shall be jointly determined by the Minister or his designee and the Chief.

5. All contracts and other instruments and documents relating to the execution of projects under this Agreement

shall be executed in the name of the Service and shall be signed by the Minister or his designee and the Chief. The books and records of the Service relating to the Cooperative Program shall be open at all times for examination by authorized representatives of the Government of El Salvador and the Government of the United States of America. There shall be rendered an annual report of the activities of the Service to the two Governments, and other reports at such intervals as may be appropriate.

6. Any power conferred by this Agreement upon the Minister or upon the Chief may be delegated by either of them to any of his respective assistants, provided that each such delegation be satisfactory to the other. Such delegations shall not limit the right of either of them to refer any matter directly to the other for discussion and decision.

ARTICLE IX. ADDITIONAL FISCAL PROVISIONS

1. All moneys deposited to the credit of the Service pursuant to this Agreement shall continue to be available for the Cooperative Program of Agriculture during the existence of this Agreement, without regard to annual periods or fiscal years of either of the parties.

2. All materials, equipment and supplies, acquired for the Cooperative Program shall become the property of the Service and shall be used only in the furtherance of this Agreement. Any such materials, equipment and supplies remaining at the termination of this Cooperative Program shall be at the disposition of the Government of El Salvador.

3. Interest received on moneys of the Service and any other increment of assets of the Service, of whatever nature or source, shall be devoted to the carrying out of the Cooperative Program.

4. Any moneys of the Service which remain unexpended and unobligated on the termination of this Cooperative Program of Agriculture shall be returned to the parties hereto in the proportion of the respective contributions made by the parties under this Agreement, unless otherwise agreed upon in writing by the parties hereto at that time. The funds deposited pursuant to Article VI of this Agreement by one party and not matched proportionately by a deposit by the other party shall be returned to the contributor in their entirety.

ARTICLE X. RIGHTS AND EXEMPTIONS

1. The Government of El Salvador agrees to extend to the Administration and to all its foreign personnel, all rights and privileges which are enjoyed, under its laws, by agencies of the Government of El Salvador and their personnel. Such rights and privileges, to the extent that they are available to other agencies of the Government of El Salvador and their personnel, shall include but not be limited to: free postal, telegraph, and telephone service; the right to rebates or preferential rates allowed by domestic companies of maritime or river navigation, air travel, telephone, telegraph, or other services; and exemption from taxes, excises, imposts, and stamp taxes, concerning the operations of the Cooperative Program of Agriculture and the materials employed in its functioning.

2. Supplies, equipment and materials contributed to the Cooperative Program of Agriculture by the Government of the United States of America, either directly or by contract with a public or private organization, and those obtained outside the country for the Program, for its activities in El Salvador, shall be totally exempt from import duties.

3. All personnel of the Government of the United States of America, whether employed directly by it or under contract with a public or private organization, who are present in El Salvador to perform work for the Cooperative Program of Agriculture, and have been accepted by the Government of El Salvador under Article IV of this Agreement, shall be exempt from income and social security taxes levied under the laws of El Salvador with respect to income upon which they are obligated to pay income or social security taxes to the Government of the United States of America, from property taxes on personal property intended for their own use, and from the payment of any tariff or duty upon personal or household goods brought into the country for the personal use of themselves and members of their families.

ARTICLE XI. SOVEREIGN IMMUNITY

1. The parties declare their recognition that the Administration, being an agency of the Government of the United States of America, is entitled to share fully in all the privileges of the said Government, including immunity from suit in the courts of El Salvador.

2. The two Governments will establish procedures whereby the Government of El Salvador will so deposit, segregate or assure title to all moneys allocated to or derived from any United States assistance program that such moneys shall not be

subject to garnishment, attachment, seizure, or other legal process by any person, firm, agency, corporation, organization, or government when the Government of El Salvador is advised by the Government of the United States of America that such legal process would interfere with the attainment of the objectives of the Program.

ARTICLE XIII. ENTRY INTO FORCE AND DURATION

This Agreement may be referred to as the Cooperative Program Agreement for Agricultural Development. It shall enter into force on the day notification of its ratification by the Government of El Salvador is given to the Government of the United States of America^[1] and shall continue in force through December 31, 1960 or until three months from the date on which either Government shall notify the other, in writing, of its intention to terminate it. It is understood, however, that the obligations of the parties under this Agreement for the period from June 30, 1954, through December 31, 1960, shall be subject to the availability of appropriations to both parties for the purposes of the Program and to the fulfillment of obligations agreed upon.

Done at San Salvador in duplicate in the English and Spanish languages, on the ^{10th} day of July, 1954.

For the Government of the United States of America

Michael J. McDermott
Michael J. McDermott
Ambassador of the United States of America

George N. Butler
George N. Butler
Director of the United States Operations Mission

For the Government of the Republic of El Salvador

Roberto E. Cañas
Roberto E. Cañas
Minister of Foreign Affairs

Roberto Quiñonez
Roberto Quiñonez
Minister of Agriculture and Livestock

¹ Aug. 10, 1954.

CONVENIO SOBRE UN PROGRAMA COOPERATIVO DE
DESARROLLO AGRICOLA ENTRE EL GOBIERNO DE
LA REPUBLICA DE EL SALVADOR Y EL GOBIER-
NO DE LOS ESTADOS UNIDOS DE AMERICA.

CONVENIO SOBRE UN PROGRAMA COOPERATIVO DE
DESARROLLO AGRICOLA ENTRE EL GOBIERNO DE
LA REPUBLICA DE EL SALVADOR Y EL GOBIER-
NO DE LOS ESTADOS UNIDOS DE AMERICA.

El Gobierno de los Estados Unidos de América y el Gobierno de la República de El Salvador, han convenido en lo siguiente:

ARTICULO I. ORGANISMOS EJECUTIVOS

De conformidad con el Acuerdo General sobre Cooperación Técnica, suscrito por ambos Gobiernos en San Salvador el día 4 de abril de 1952, se iniciará en la República de El Salvador un Programa Cooperativo de Desarrollo Agrícola. Las obligaciones que asume el Gobierno de El Salvador por medio de este Convenio serán ejecutadas a través del Ministerio de Agricultura y Ganadería (en adelante denominado "El Ministerio"). Las obligaciones que por este mismo Convenio asume el Gobierno de los Estados Unidos de América serán cumplidas a través de la Administración de Operaciones en el Extranjero (en adelante denominado "La Administración") organismo de este último Gobierno. La Administración podrá cumplir las obligaciones a que se refiere este Convenio por medio del Instituto de Asuntos Interamericanos, la Oficina Regional para Latinoamérica de la Administración, y podrá obtener la ayuda de otros organismos del Gobierno de los Estados Unidos, lo mismo que de otras entidades públicas y privadas. El Ministerio, en nombre del Gobierno de El Salvador, y la Administración, en nombre del Gobierno de los Estados Unidos de América, participarán conjuntamente en todas las fases del planeamiento y administración del Programa Cooperativo mencionado. El presente Convenio, así como las actividades que se lleven a cabo de acuerdo con el mismo, se regirán por las disposiciones contenidas en el referido Acuerdo General sobre Cooperación Técnica.

ARTICULO II. FINALIDADES

Las finalidades de este Programa Cooperativo de Desarrollo Agrícola, son las siguientes:

1o.- Propiciar el desarrollo de la Agricultura en El Salvador, mediante la acción cooperativa de los Gobiernos;

2o.- Estimular e incrementar entre los dos países el intercambio de conocimientos, experiencias y técnicas agrícolas;

3o.- Mediante este esfuerzo cooperativo promover y fortalecer el entendimiento y la buena voluntad entre los pueblos de El Salvador y de los Estados Unidos de América, y fomentar el incremento de las formas de vida democráticas.

ARTICULO III. CAMPOS DE ACTIVIDAD

En la medida en que las partes oportunamente lo acuerden, el Programa Cooperativo de Desarrollo Agrícola incluirá las siguientes clases de actividades:

1a.- Investigación de las necesidades de El Salvador en el campo agrícola y los recursos disponibles para llenar tales necesidades.

2a.- La formulación y adaptación continua de un programa para ayudar a llenar tales necesidades.

3a.- Iniciación y administración de proyectos de investigación y experimentación agrícola; programas de extensión agrícola; programas de fomento de la ganadería; programas de realización de obras para el aprovechamiento y conservación de la tierra e hidráulica agrícola; programas de conservación y almacenamiento de productos agropecuarios; piscicultura y pesca; y toda otra fase de estudios y realizaciones que signifiquen fomento de la agricultura y la ganadería.

4a.- Actividades de entrenamiento agrícola para personal salvadoreño tanto dentro como fuera de la República.

5a.- El suministro de asesoramiento técnico relacionado con los campos citados en párrafo 3 anterior.

ARTICULO IV. MISION DE OPERACIONES EN EL SALVADOR

La Administración conviene en suministrar un grupo de Técnicos y Especialistas para colaborar en el programa cooperativo de agricultura. Los Técnicos y Especialistas que la Administración facilitará de conformidad con este Convenio, juntamente con aquellos otros que fuesen asignados bajo otros convenios de programas y proyectos, constituirá la Misión de Operaciones de los Estados Unidos de América en El Salvador. La organización y número de miembros de esta Misión de Operaciones será determinada por la Administración. La Misión de Operaciones, será encabezada por un Director. El Director y otros miembros de la Misión de Operaciones serán nombrados por el Go-

biero de los Estados Unidos de América pero serán aceptables al Gobierno de El Salvador.

ARTICULO V. EL SERVICIO COOPERATIVO

Por el presente Acuerdo queda establecido dentro del Ministerio una Dependencia del Gobierno de El Salvador que se conocerá como "Servicio Cooperativo Agrícola Salvadoreño Americano" (en adelante llamado "el Servicio"). El Servicio tendrá a su cargo el desempeño de las actividades del Programa Cooperativo de Desarrollo Agrícola. La Misión de Operaciones ayudará al Servicio en el desempeño de sus responsabilidades. El Director de la Misión de Operaciones o su designado será el Jefe del Servicio (en adelante llamado "Jefe"). Los miembros de la Misión de Operaciones podrán ser funcionarios o empleados del Servicio conforme lo solicite el Ministro o su designado, previo acuerdo del Jefe.

ARTICULO VI. CONTRIBUCIONES

Las partes contribuirán y facilitarán los fondos que se usarán en la ejecución del programa durante la vigencia de este Convenio conforme a las siguientes normas:

1 - El Gobierno de los Estados Unidos de América, desde la fecha en que entre en vigor este Convenio hasta diciembre 31 de 1960 facilitará los fondos necesarios para pagar los sueldos y otros gastos de los miembros de la Misión de Operaciones, así como también otros gastos de naturaleza administrativa relacionados a este programa cooperativo. Estos fondos serán manejados por la Administración y no serán depositados a cuenta del Servicio.

2 - El Gobierno de El Salvador, por su cuenta:

a) Designará especialistas y cualquier otro personal necesario que sea disponible, para colaborar con la Misión de Operaciones.

b) Facilitará terrenos, locales, equipo, mobiliario para oficina, materiales, implementos y otros servicios que se encuentre en capacidad de proveer.

c) Obtendrá la cooperación de otras dependencias del Gobierno de El Salvador para la buena marcha y desarrollo del programa cooperativo de agricultura.

3 - Además, las partes podrán convenir posteriormente por escrito acerca de las cantidades en efectivo con que cada una de ellas contribuirá al Servicio anualmente para llevar a cabo el programa durante el período de vigencia de este Convenio. Es entendido que las cantidades con que contribuya el Gobierno de los Estados Unidos de América pueden, si los representantes de las partes lo acuerden, ser depositadas a cuenta del Servicio o ser retenidas en los Estados Unidos de América para ser utilizadas para efectuar pagos en dólares de los Estados Unidos, fuera de El Salvador, conforme lo acuerden el Ministro o su designado y el Jefe. Las contribuciones en efectivo podrán ser enteradas por abonos parciales conforme lo acuerden las partes.

4 - Los fondos depositados por el Gobierno de los Estados Unidos de América a cuenta del Servicio, serán convertibles al valor de cambio del dólar más favorable que al tiempo en que se haga dicha conversión, se otorgue al Gobierno de los Estados Unidos de América para sus gastos diplomáticos y otros gastos oficiales en El Salvador.

5 - Es entendido que las contribuciones que se harán a cuenta del Servicio conforme a este Convenio o cualquier otro suplementario, serán hechas por abonos periódicos según acuerdo previo de las partes y que, a no ser que se especifique expresamente de otro modo, dichos abonos se harán simultáneamente y en cantidades proporcionales a la contribución de cada una de ellas. Los fondos depositados por cualquiera de las partes podrán ser retirados para pagos o gastos del Servicio sólo después de que el depósito correspondiente de la otra parte ha sido hecho.

6 - Los fondos depositados al crédito del Servicio podrán guardarse en el banco o los bancos conforme acuerden el Ministro o su designado y el Jefe, y dichos fondos estarán disponibles únicamente para las finalidades de este convenio. Ninguna suma será retirada de los depósitos bancarios del Servicio para ningún objeto si no es mediante un cheque o con otro documento de salida firmado por el Ministro o su designado y el Jefe. Será incluido en el acuerdo con cualquiera de los citados bancos un convenio respecto a los depósitos bancarios, lo cual incluirá la provisión de que el banco tendrá la obligación de reembolsar al Servicio por cualesquiera fondos que permita ser retirados de los fondos del Servicio mediante cualquier documento que no sea un cheque u otro documento de salida firmado por el Ministro o su designado, y el Jefe.

ARTICULO VII. CONTRIBUCIONES ADICIONALES

Los proyectos que se desarrollarán bajo este Convenio podrán incluir la cooperación con organismos gubernamentales nacionales o locales en El Salvador así como con organizaciones públicas o de carácter privado y de organizaciones internacionales de las cuales sean miembros los Estados Unidos de América y El Salvador. Por acuerdo entre las partes, las contribuciones de dinero, propiedades, servicios o facilidades por una o ambas partes o de terceros, podrán aceptarse y depositarse a favor del "Servicio" para su uso en el programa cooperativo de agricultura, en adición a sus fondos ordinarios contribuidos por los dos Gobiernos.

ARTICULO VIII. OPERACIONES

1 - El Programa Cooperativo de Agricultura consistirá en una serie de proyectos que serán planeados conjuntamente. Cada proyecto será objeto de un acuerdo suscrito por el Ministro o su designado, por parte del Ministerio; el Director de la Misión de Operaciones, por parte de la Administración; y el Jefe, por parte del Servicio. Cada acuerdo de proyecto definirá el trabajo a efectuarse, la organización administrativa, el presupuesto y la asignación que le corresponderá de los fondos disponibles que tenga el Servicio, incluyendo cualquier otro asunto que las partes consideren conveniente incluir.

2 - A la terminación substancial de cualquier proyecto, se redactará un Memorandum de conclusión suscrito por el Ministro o su designado y el Jefe, incluyendo un informe del trabajo ejecutado, de los objetivos perseguidos, los gastos efectuados, los problemas encontrados y resueltos y los demás datos básicos pertinentes.

3 - La selección de especialistas, técnicos y otras personas que en el campo de agricultura fuesen enviados para su adiestramiento a los Estados Unidos de América, o cualquier otro país, por cuenta del Servicio, conforme al plan de trabajo, así como las actividades de adiestramiento en las cuales dichas personas participen, serán decididas por el Ministro o su designado y el Jefe.

4 - Los procedimientos administrativos y política en general que regirán al Programa Cooperativo de Agricultura para llevar a cabo sus proyectos de operaciones, tales como erogaciones y contabilización de fondos, contratación de compromisos a cargo del Programa, compras, uso, inventarios, control y disposición de efectos materiales, nombramientos y remoción de oficiales y empleados del Servicio y los términos y condiciones de

su empleo y todos los asuntos de carácter administrativo, serán determinados conjuntamente por el Ministro o su designado y el Jefe.

5 - Todos los contratos y demás documentos relacionados con la ejecución de los proyectos bajo este Convenio, serán efectuados a nombre del Servicio y deberán ser firmados por el Ministro o su designado y el Jefe. Los libros y registros relacionados con el Programa Cooperativo, se mantendrán siempre disponibles para ser inspeccionados a requerimiento de representantes autorizados del Gobierno de El Salvador y del Gobierno de los Estados Unidos de América. Se rendirá un informe anual de las actividades del Servicio a ambos Gobiernos y otros informes a intervalos que sean convenientes.

6 - Cualquier facultad que tenga por medio de este acuerdo el Ministro o el Jefe, podrá ser delegada por cualquiera de ellos a cualquiera de sus respectivos asistentes siempre que tal delegación sea satisfactoria al otro. Tales delegaciones no limitarán el derecho de cualquiera de las partes de referir cualquier asunto directamente al otro para deliberación y decisión.

ARTICULO IX. DISPOSICIONES FISCALES ADICIONALES

1 - Todos los fondos depositados a cuenta del Servicio de conformidad con este Convenio, deberán seguir a disposición del Programa Cooperativo de Agricultura durante su vigencia, sin tomar en cuenta los períodos anuales o años fiscales de una y otra parte.

2 - Todos los materiales, equipos y suministros, adquiridos para el Programa Cooperativo, vendrán a ser de propiedad del "Servicio" y deberán ser usados solamente en el cumplimiento de este Convenio. Cualquiera de estos materiales, equipos y suministros restantes a la terminación de este programa cooperativo, quedarán a la disposición del Gobierno de El Salvador.

3 - Los intereses obtenidos sobre los fondos y todo incremento en el activo del Servicio de cualquier naturaleza y origen será destinado al cumplimiento del Programa Cooperativo.

4 - Cualesquiera fondos en efectivo del Servicio que queden sin gastar y sin obligación al término de este Programa Cooperativo de Agricultura, serán devueltos a las partes contratantes en la proporción de las respectivas contribuciones hechas por las partes conforme a este Convenio, a no ser que lo acuerden por escrito las partes de otro modo en tal oportunidad. Los fondos depositados por una de las Partes en cumpli-

miento del Artículo VI de este Convenio y no satisfechos proporcionalmente por depósito de la otra parte, serán devueltos al contribuyente en su totalidad.

ARTICULO X. DERECHOS Y EXENCIONES

1o.- El Gobierno de El Salvador conviene en otorgar a la Administración y a todo su personal extranjero, todos los derechos y privilegios de que gozan conforme a las leyes salvadoreñas los organismos del Gobierno de El Salvador y su personal. Tales derechos y privilegios en la medida en que se conceden a los organismos del Gobierno de El Salvador y a su personal, incluirán, sin carácter limitativo, lo siguiente: franquicia postal, telegráfica y telefónica; derecho a los descuentos o a las tasas preferenciales que conceden tanto las compañías de transporte terrestre, marítimo, fluvial y aéreo como las empresas de telecomunicaciones y otras empresas de servicio público; y exención de impuestos, tasas, contribuciones y timbres, en lo relativo a las operaciones que tengan conexión con el Programa Cooperativo de Desarrollo Agrícola y con respecto a los efectos materiales que se empleen en el funcionamiento del mismo.

2o.- Los suministros, equipos y materiales que el Gobierno de los Estados Unidos de América aporte al Programa Cooperativo de Desarrollo Agrícola, ya fuere directamente o por contrato con alguna entidad pública o privada, y los que sean adquiridos para el Programa en el extranjero para utilizarlos en relación con las actividades que desarrolle en El Salvador, gozarán de franquicia total de derechos de importación.

3o.- Todos los miembros del personal del Gobierno de los Estados Unidos de América, ya sea que estén empleados directamente por dicho Gobierno, o que se hallen bajo contrato con una organización pública o privada, y se encuentren en El Salvador con el fin de emprender trabajos para el Programa Cooperativo de Desarrollo Agrícola y cuyo nombramiento haya sido aprobado por el Gobierno de El Salvador, conforme al Artículo IV de este Convenio, estarán exentos del pago del impuesto sobre la renta y de las cotizaciones de Seguro Social que establezcan las leyes salvadoreñas sobre ingresos con respecto a las cuales tengan la obligación de pagar impuestos sobre la renta y de Seguridad Social al Gobierno de los Estados Unidos de América. Estarán además exentos de impuesto sobre la propiedad de sus bienes de uso personal, y del pago de cualesquier aforos o derechos sobre todo artículo y efectos personales o domésticos que importen al país para su uso o de los miembros de su familia.

ARTICULO XI. INMUNIDADES GUBERNAMENTALES

1o.- Las Partes reconocen que la Administración, en su carácter de organismo del Gobierno de los Estados Unidos de América, gozará plenamente de todos los privilegios de que goza dicho Gobierno, incluyendo inmunidad contra demandas judiciales en los Tribunales de El Salvador.

2o.- Los dos Gobiernos establecerán procedimientos mediante los cuales el Gobierno de El Salvador depositará, separará o asegurará el derecho de propiedad sobre los fondos correspondientes a cualquier programa de ayuda de los Estados Unidos de América o provenientes del mismo, de tal manera que tales fondos estarán exentos de embargo, comisos y otros procedimientos legales por cualquier persona, firma, agencia, corporación, organización o Gobierno cuando el Gobierno de los Estados Unidos de América notifique al Gobierno de El Salvador, que tales procedimientos pueden obstaculizar la consecución de los objetivos del Programa.

ARTICULO XII. VIGENCIA Y DURACION

Podrá aludirse a este Convenio bajo la denominación de Convenio sobre el Programa Cooperativo de Desarrollo Agrícola; entrará en vigor en la fecha que sea notificado el Gobierno de los Estados Unidos por el Gobierno de El Salvador que dicho Convenio ha sido ratificado y continuará en vigencia hasta el 31 de diciembre de 1960, o a los tres meses de la fecha en que alguno de los Gobiernos notifique al otro, por escrito, su intención de darlo por terminado. Es entendido, sin embargo, que las obligaciones contraídas por las Partes conforme a este Convenio para el período comprendido entre el treinta de junio de 1954 y el 31 de diciembre de 1960, estarán sujetas a la condición de que ambas Partes, cuenten con asignaciones presupues-

tales destinadas a los fines del Convenio y al cumplimiento de los acuerdos que se adopten.

Hecho en San Salvador en duplicado, en los idiomas español e inglés, el 16th día del mes de julio del año 1954.

Por el Gobierno de los Estados Unidos de América

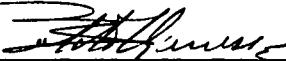


Michael J. McDonnell
Embajador de los Estados Unidos de América

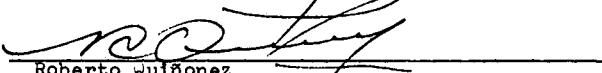


George N. Butler
Director, Misión de Operaciones de los Estados Unidos

Por el Gobierno de la República de El Salvador



Roberto E. Canessa
Ministro de Relaciones Exteriores



Roberto Quiñonez
Ministro de Agricultura y Ganadería

TECHNICAL COOPERATION

**TIAS 3090
June 24 and
30, 1954**

Program of Housing

Agreement between the UNITED STATES OF AMERICA and COLOMBIA

- Effectuated by Exchange of Notes
Signed at Bogotá June 24 and 30, 1954
- Entered into force June 30, 1954

The American Ambassador to the Colombian Minister of Foreign Affairs

EMBASSY OF THE
UNITED STATES OF AMERICA

No. 333

June 24, 1954

EXCELLENCY:

I have the honor to refer to the General Agreement for Technical Cooperation between the Government of Colombia and the Government of the United States of America effected by an exchange of notes signed at Bogotá, Colombia on March 9, 1951, [¹] and to the request of your Government for the initiation of a technical cooperation project with the Instituto de Crédito Territorial (hereinafter referred to as Inscredial) in the field of Housing to be carried out through a contract with the Small Homes Council of the University of Illinois.

I am pleased to inform Your Excellency that my Government is prepared to cooperate in initiating and carrying out the proposed project. Accordingly, I am authorized by my Government to propose that our two Governments agree upon the following terms and conditions for conducting the project:

1. The project will be carried out in accordance with the above mentioned General Agreement for Technical Cooperation. The objectives, scope and duration of the project will be as follows:

- a) The Institute of Inter-American Affairs of the Foreign Operations Administration (hereinafter referred to as IIAA/Foa) will furnish a group of technicians and specialists to collaborate with the Inscredial in carrying out a cooperative program of Housing in Colombia.
- b) This cooperative program will include, to the extent that the parties from time to time agree thereon, operations of the following types:
 - (1) Technical assistance in a program of housing in Colombia in the fields of planning, designing, constructing, maintaining and operating projects;
 - (2) Related training activities, both within and outside of Colombia.

¹ The notes were dated Mar. 5 and 9, 1951, respectively. Treaties and Other International Acts Series 2231; 2 UST 799.

- c) The program will be effective as of the date of signature of this agreement through June 30, 1955, unless modified, extended or terminated by mutual agreement.
- 2. For purposes of carrying out this cooperative project, it is proposed that the IIAA/FoA enter into a contract in an amount not to exceed \$125,000.00 (ONE HUNDRED AND TWENTY-FIVE THOUSAND DOLLARS) with the Small Homes Council of the University of Illinois for the provision of the requested technical assistance. Your Government will make available or arrange to have made available through Inscredial funds for use in meeting other costs of the project which were agreed upon by representatives of Inscredial and IIAA/FoA Mission to Colombia on December 14, 1953. The costs may include, but are not limited to, the following:
 - a) Costs of furnishing technicians and other personnel to collaborate with technicians and specialists to be assigned by IIAA/FoA.
 - b) Costs of furnishing office space, office equipment and furnishings, materials, equipment, supplies and services as required for the successful carrying out of the cooperative program.
 - c) The Inscredial will reimburse the IIAA/FoA for the costs incurred by the IIAA/FoA in paying quarters allowances and cost of living differentials, in accordance with the regular IIAA/FoA policies and standards, to the technicians and specialists assigned on a temporary basis to collaborate in carrying out this program. Payment shall be made by check in Colombian pesos, drawn to the order of the Institute of Inter-American Affairs, on the basis of requests for reimbursement to be submitted by the IIAA/FoA to the Inscredial not more often than once a month.
 - d) The Inscredial, except as may be otherwise provided by subsequent project agreements, will pay the cost of travel within Colombia for members of the Technical Mission assigned to work with technicians of the Inscredial on projects away from their regular duty headquarters.
 - e) The Inscredial, except as may be otherwise provided by subsequent project agreements, will reimburse the IIAA/FoA at the regularly established United States Government rate, for the per diem allowances which the IIAA/FoA pays to members of the Technical Mission assigned to work with technicians of the Inscredial away from their regular headquarters. Payments shall be made by check in Colombian pesos drawn to the order of the Institute of Inter-American Affairs, on the basis of requests for reimbursement to be submitted by the IIAA/FoA not more often than once a month.

The selection of the Small Homes Council of the University of Illinois as a possible contractor was approved by the Directive Council of Inscredial June 14, 1954. The contract will contain a specific program of work to be undertaken in order to achieve the objectives of the project as set forth in paragraph 1 above. The operations of the Small Homes Council of the University of Illinois in connection with this project, constituting a part of the technical cooperation program of the Government of the United States of America in Colombia, shall be under the general direction of the Director of the United States of American Operations Mission in Colombia as may be specified in the contract.

3.

- a) The Government of Colombia shall make such arrangements as may be necessary so that the Government of the United States of America shall incur no expense for customs duties or import taxes on supplies, equipment and materials introduced into Colombia for purposes of this project by the Government of the United States of America or any public or private organization under contract.
 - b) The Government of Colombia shall make such arrangements as may be necessary so that, in connection with activities under this agreement, the Government of the United States of America, and personnel of the United States who are assigned in Colombia for purposes of this agreement, whether employed by the Government of the United States or working under contract, shall incur no expenses for income or social security taxes levied under the laws of Colombia with respect to income upon which they are obligated to pay income or social security taxes to the Government of the United States of America, for property taxes on personal property intended for their own use, or for the payment of any tariff or duty upon personal or household goods brought into the country for the personal use of themselves and members of their families.
4. This agreement shall remain in force through June 30, 1955 or until ninety days after either party shall have given written notice to the other of intention to terminate it, whichever is earlier. It is specifically understood that the additional obligations of the two Governments hereunder after June 30, 1954 be subject to the availability of appropriated funds of our respective Governments for that purpose. It is further understood that the obligations specified herein shall be effective only if the contract with the Small Homes Council of the University of Illinois is entered into within six months from the date this agreement is concluded.

The Government of the United States of America will consider this note and your reply concurring therein as constituting an agreement between your Government and the Government of the United States of America on the terms and conditions enumerated above which shall enter into force on the date of your note in reply.

I avail myself of this opportunity to convey to Your Excellency the renewed assurance of my highest and most distinguished consideration.

RUDOLF E. SCHOENFELD

His Excellency

Señor Doctor Don EVARISTO SOURDIS

Minister of Foreign Affairs

Bogotá

The Colombian Secretary General to the American Ambassador

MINISTERIO DE
RELACIONES EXTERIORES

No. E/F. 986

BOGOTÁ, Junio 30 de 1.954

SEÑOR EMBAJADOR:

Me complace vivamente dar respuesta a la atenta comunicación de Vuestra Excelencia distinguida con el número 333 de fecha 24 de este mes, cuyo contenido expresa a la letra lo que sigue:

"

Bogotá, Junio 24 de 1954

Excelencia:

Tengo el honor de referirme al Acuerdo General de Cooperación Técnica entre el Gobierno de Colombia y el Gobierno de los Estados Unidos de América mediante cange de notas firmadas en Bogotá, Colombia, el 9 de marzo de 1951, y de solicitar de Vuestro Gobierno la iniciación de un proyecto de cooperación técnica con el Instituto de Crédito Territorial (que en adelante se llamará Inscredital) en el campo de Vivienda que será llevado a cabo por medio de un contrato con la Small Homes Council de la Universidad de Illinois.

Me complace informar a Vuesta Excelencia que mi Gobierno está dispuesto a cooperar en la iniciación y realización del citado plan. En consecuencia, estoy autorizado por mi Gobierno para proponer que nuestros dos Gobiernos acuerden la realización del plan sobre los siguientes términos:

1.- El proyecto será llevado a cabo con el mencionado Acuerdo General de Cooperación Técnica. Los objetivos, el alcance y la duración del plan serán los siguientes:

a) El Instituto de Asuntos Interamericanos de la Administración de Operaciones Extranjeras (que en adelante se llamará IIAA/FoA) proporcionará un grupo de técnicos especialistas para colaborar

con el Inscredial en la ejecución de un programa cooperativo de vivienda en Colombia.

b) Este programa cooperativo incluirá, hasta el grado en que las partes de tiempo en tiempo acuerden al respecto, las siguientes clases de operaciones:

1) Asistencia Técnica en un programa de vivienda en Colombia en los campos de planeamiento, diseño, construcción, mantenimiento y proyectos de operación;

2) Actividades de entrenamiento relacionadas, tanto dentro como fuera de Colombia.

c) El programa entrará en vigencia en la fecha de la firma de este acuerdo hasta el 30 de junio de 1955, a menos que sea modificado, prorrogado o terminado mediante acuerdo mutuo.

2.- Con el propósito de llevar a cabo este plan cooperativo, se propone que el IIAA/Foa celebre un contrato por una cantidad que no exceda de la suma de \$125.000.oo (CIENTO VEINTICINCO MIL DOLARES) con la Small Homes Council de la Universidad de Illinois para el suministro de asistencia técnica solicitada. Vuestro Gobierno suministrará o hará los arreglos necesarios para poner a disposición, por intermedio del Inscredial, los fondos que han de ser utilizados para atender a los otros gastos del plan que fueron acordados entre los representantes del Inscredial y la Misión para Colombia del IIAA/Foa el 14 de diciembre de 1953. Los costos pueden incluir lo siguiente pero no se limitan a ello:

a) Gastos para suministrar técnicos y otro personal que labore con los técnicos y especialistas que han de ser designados por el IIAA/Foa.

b) Gastos para suministrar oficinas, equipos y mobiliarios de oficina, materiales, equipos, provisiones y servicios, según sea necesarios, para llevar a cabo con todo éxito el programa cooperativo.

c) El Inscredial reembolsará al IIAA/Foa por los costos en que incurra el IIAA/Foa por el pago de asignaciones de alojamiento y la diferencia del costo de la vida, de acuerdo con las normas y políticas regulares del IIAA/Foa, a los técnicos y especialistas designados sobre una base temporal para colaborar en la ejecución de este programa. El pago será hecho por medio de un cheque en pesos colombianos girado a la orden del Instituto de Asuntos Interamericanos, sobre la base de las solicitudes de reembolso que serán presentadas por el IIAA/Foa al Inscredial no más de una sola vez al mes.

d) El Inscredial, salvo que se disponga otra cosa mediante acuerdos posteriores de proyectos, pagará los gastos de viaje dentro de Colombia para los miembros de la Misión Técnica asignados

para trabajar con los técnicos del Inscredial sobre los proyectos que se ejecuten fuera de sus oficinas centrales de trabajo.

e) El Inscredial, salvo que se disponga otra cosa por acuerdos posteriores de proyectos, reembolsará al IIAA/Foa al cambio regular establecido por el Gobierno de los Estados Unidos por las asignaciones de subsistencia diaria que el IIAA/Foa paga a los miembros de la Misión Técnica asignados para trabajar con los técnicos del Inscredial fuera de sus oficinas centrales.

Los pagos se harán por medio de un cheque en pesos colombianos girado a la orden del Instituto de Asuntos Interamericanos, sobre la base de las solicitudes de reembolso que serán presentadas por el IIAA/Foa no más de una sola vez al mes.

La selección del Small Homes Council de la Universidad de Illinois como posible contratista fué aprobada por la Junta Directiva del Inscredial el 14 de junio de 1954. El contrato contendrá un programa específico de trabajo que deberá ser llevado a cabo a fin de realizar los objetivos del plan como se establece en el párrafo 1. Las operaciones del Small Homes Council de la Universidad de Illinois en conexión con este proyecto que, constituyen una parte del programa de cooperación técnica del Gobierno de los Estados Unidos de América en Colombia, estarán bajo la dirección general de un Director de la Misión de Operaciones de los Estados Unidos de América en Colombia según se especifique en el contrato.

3.-

a) El Gobierno de Colombia hará los arreglos que puedan ser necesarios en forma de que el Gobierno de los Estados Unidos de América no incurra en gastos por concepto de derechos de aduana o impuestos de importación sobre provisiones, equipo y materiales introducidos a Colombia por el Gobierno de los Estados Unidos de América o por cualquier organización pública o privada bajo contrato, con destino a este proyecto.

b) El Gobierno de Colombia hará los arreglos que puedan ser necesarios a fin de que, en conexión con las actividades bajo este acuerdo, el Gobierno de los Estados Unidos de América y el personal de los Estados Unidos de América que sea asignado a Colombia para la realización de este acuerdo, ya sea empleado por el Gobierno de los Estados Unidos o esté trabajando bajo contrato no incurra en gastos por concepto de impuestos sobre la renta ni de seguro social exigidos bajo las leyes de Colombia con respecto a la renta sobre la cual dicho personal está obligado a pagar impuesto sobre la renta y de seguro social al Gobierno de los Estados Unidos de América, por concepto de impuestos sobre patrimonio o sobre bienes inmuebles cuando tales bienes estén destinados a su propio uso, y por concepto de cualquier tarifa o derecho sobre artículos

personales o caseros traídos al país para su propio uso o para el uso de los miembros de sus familias.

4.- Este acuerdo permanecerá en vigencia hasta el 30 de junio de 1955 o hasta noventa días después de que cualquiera de las dos partes informare por escrito a la otra sobre la intención de dar por terminado éste, lo que ocurra primero. Queda específicamente entendido que las obligaciones adicionales de los dos Gobiernos de acuerdo con el presente, a partir del 30 de junio de 1954 estarán sujetas a la disponibilidad de los fondos apropiados por nuestros respectivos Gobiernos para tal fin. Además, queda entendido que las obligaciones especificadas aquí será efectivas solamente si el contrato con el Small Homes Council de la Universidad de Illinois se celebra dentro de los seis meses a partir de la fecha de la celebración de este acuerdo.

El Gobierno de los Estados Unidos de América considerará esta nota y Vuestra respuesta de aprobación como que constituyen un acuerdo entre Vuestro Gobierno y el Gobierno de los Estados Unidos de América sobre los términos y condiciones enumeradas arriba que entrarán en vigencia en la fecha de Vuestra nota de respuesta.

Me valgo de esta ocasión para transmitir a Vuestra Excelencia las reiteradas seguridades de mi más alta y distinguida consideración.

(Fdo.) Rudolf E. Schoenfeld."

Sobre este particular, tengo el honor de manifestar a Vuestra Excelencia que mi Gobierno se complace en aceptar las propuestas consignadas en la nota de Vuestra Excelencia, anteriormente transcrita, y, para tal efecto, la misma nota de Vuestra Excelencia y esta mía de respuesta se considerarán como un Acuerdo entre el Gobierno de los Estados Unidos de América y el de Colombia, según los términos convenidos anteriormente, para la prestación de asistencia y cooperación técnicas al Instituto de Crédito Territorial en el campo de la Vivienda, Acuerdo que entrará en vigencia para las partes a partir de la fecha de la presente comunicación.

Aprovecho la oportunidad para renovar a Vuestra Excelencia las seguridades de mi más alta y distinguida consideración.

JOAQUIN PIÑEROS CORPAS

Joaquin Piñeros Corpas

Secretario General

[SEAL]

A Su Excelencia el Señor

RUDOLF E. SCHOENFELD,

*Embajador Extraordinario y Plenipotenciario
de los Estados Unidos de América,
La Ciudad.*

Translation

MINISTRY OF
FOREIGN AFFAIRS

No. E/F. 986

BOGOTÁ, June 30, 1954

MR. AMBASSADOR:

It gives me great pleasure to reply to Your Excellency's courteous communication No. 333, dated the 24th of this month, the contents of which are, word for word, as follows:

[For the English language text of the note, see *ante*, p. 2296.]

In this connection, I have the honor to inform Your Excellency that my Government is pleased to accept the proposals contained in Your Excellency's note transcribed above and, to that end, Your Excellency's said note and this reply will be considered as an agreement between the Government of the United States of America and that of Colombia, according to the terms agreed upon previously, for providing technical assistance and cooperation to the Instituto de Crédito Territorial in the field of housing, which agreement will enter into force with respect to the parties from the date of the present communication.

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

JOAQUIN PIÑEROS CORPAS

Joaquin Piñeros Corpas
Secretary General

[SEAL]

His Excellency

RUDOLF E. SCHOENFELD,
Ambassador Extraordinary and Plenipotentiary
of the United States of America,
City.

TIAS 3091
June 17, 1954

TECHNICAL COOPERATION

Program of Agriculture

Agreement between the UNITED STATES OF AMERICA and MEXICO

- Effectuated by Exchange of Notes
Signed at México June 17, 1954
- Entered into force June 17, 1954

The American Ambassador to the Mexican Secretary for Foreign Relations

EMBASSY OF THE
UNITED STATES OF AMERICA
México, D. F., June 17, 1954.

No. 1105

EXCELLENCY:

I have the honor to refer to the General Agreement for Technical Cooperation between the Government of Mexico and the Government of the United States of America, effected by an exchange of notes signed at Mexico City on June 27, 1951, [¹] as subsequently modified and supplemented, [²] and to the request of your Government contained in your note 504558 of June 1, 1954, [³] for the initiation of a Technical Cooperation Project with the Escuela Superior de Agricultura "Antonio Narro", Saltillo, Coahuila, in the field of agriculture to be carried out through a contract with a United States college or university.

I am pleased to inform Your Excellency that my Government is prepared to cooperate in initiating and carrying out the proposed project. Accordingly, I am authorized by my Government to propose that our two Governments agree upon the following terms and conditions for conducting the project.

1. The project will be carried out in accordance with the above-mentioned General Agreement for Technical Cooperation. The objectives, scope, and duration of the project will be as follows:

- a. To increase agricultural production in the State of Coahuila through agricultural extension; to encourage home improvement through work with rural women; to foster work with rural youth; and to train graduate technicians in agricultural and extension techniques.
 - b. The project will include activities in the fields of agricultural extension, investigation, and education in the State of Coahuila, Mexico.
 - c. The duration of the project will be as indicated in paragraph 4.
2. For purposes of carrying out this cooperative project, it is proposed that the Institute of Inter-American Affairs, of the Foreign Operations

¹ Treaties and Other International Acts Series 2273; 2 UST, pt. 2, p. 1243.

² TIAS 2646; 3 UST, pt. 4, p. 4781 and TIAS 3006; 5 UST, pt. 2, p. 1373.

³ Not printed.

Administration enter into a contract with a United States college or university for the provision of the requested technical assistance in an amount not to exceed \$371,500 for the first year and, depending upon the availability of funds, not to exceed \$380,000 for subsequent years. It is understood that the conduct of the project will be the responsibility of the Escuela Superior de Agricultura "Antonio Narro".

Your Government will furnish or arrange to have furnished lands, laboratories, equipment, supplies, office space, and personnel (technicians and laborers) necessary in carrying out the program, and in addition will make available or arrange to have made available funds for use in meeting other costs of the project which may subsequently be agreed upon by representatives of your Government and of the Foreign Operations Administration on behalf of the Government of the United States of America. The selection of the contractor will be subject to the approval of your Government. The contract will contain a specific program of work to be undertaken in order to achieve the objective of the project as set forth in paragraph 1 above. The operations of the contracting United States college or university in connection with the project, constituting a part of the technical co-operation program in Mexico of the Government of the United States of America, shall be under the general direction of the Director of the United States of America Operations Mission to Mexico as may be specified in the contract.

3. a. The Government of Mexico shall make such arrangements as may be necessary so that the Government of the United States of America shall incur no expenses for customs duties or import taxes on supplies, equipment and materials introduced into Mexico for purposes of this project by the Government of the United States of America or any public or private organization under contract.
- b. The Government of Mexico shall make such arrangements as may be necessary so that, in connection with activities under this agreement, the Government of the United States of America, and personnel of the United States who are assigned in Mexico for purposes of this Agreement, whether employed by the Government of the United States or working under contract, shall incur no expense for income or social security taxes levied under the laws of Mexico with respect to income upon which they are obligated to pay income or social security taxes to the Government of the United States of America, for property taxes on personal property intended for their own use, or for the payment of any tariff or duty upon personal or household goods brought into the country for the personal use of themselves and members of their families.

4. This agreement shall remain in force through December 31, 1956, or until ninety days after either party shall have given written notice to the other of intention to terminate it, whichever is earlier. It is specifically understood that the additional obligations of the two Governments hereunder after June 30, 1954 shall be subject to the availability to our respective Governments of appropriated funds for that purpose. It is further understood that the obligations specified herein shall be effective only if the contract referred to above is entered into within six months from the date this agreement is concluded.

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

FRANCIS WHITE

His Excellency

Señor Don LUIS PADILLA NERVO
Secretary for Foreign Relations,
Méjico, D. F.

*The Mexican Acting Secretary for Foreign Relations to the American
Ambassador*

**SECRETARIA DE RELACIONES EXTERIORES
ESTADOS UNIDOS MEXICANOS
MEXICO**

505099 México, D. F., a 17 de junio de 1954

SEÑOR EMBAJADOR:

Tengo la honra de acusar recibo de la atenta nota de Vuestra Excelencia número 1105, de esta misma fecha, en la cual se refiere al Acuerdo General sobre Cooperación Técnica, celebrado entre el Gobierno de México y el de los Estados Unidos de América por medio de canje de notas de 27 de junio de 1951, modificado y adicionado posteriormente, así como a la nota de mi Gobierno número 504558, del 10. de junio de 1954, en relación con la iniciación de un programa de Cooperación Técnica en materia de agricultura.

Vuestra Excelencia, en su nota número 1105, me dice sobre este particular:

“Tengo la honra de hacer referencia al Acuerdo General para la Cooperación Técnica entre el Gobierno de México y el Gobierno de los Estados Unidos de América, efectuado por canje de notas firmadas en la ciudad de México el 27 de junio de 1951, modificado y adicionado posteriormente, así como a la solicitud de su Gobierno, para la iniciación de un proyecto de cooperación técnica con la Escuela Superior de Agricultura “Antonio Narro” de Saltillo.

Coahuila, en materia de agricultura, contenida en su nota número 504558, del 10. de junio de 1954, y que habrá de llevarse a cabo mediante un contrato con un colegio o universidad de los Estados Unidos.

Me complazco en informar a Vuestra Excelencia que mi Gobierno está dispuesto a cooperar en la iniciación y ejecución del proyecto solicitado. Consecuentemente, he sido autorizado por mi Gobierno para proponer que nuestros dos Gobiernos se pongan de acuerdo en los siguientes términos y condiciones, para llevar a cabo el proyecto.

1.- El proyecto se llevará a cabo de conformidad con el Acuerdo General para la cooperación técnica arriba mencionado. Los objetivos, alcance y duración del Proyecto serán los siguientes:

- a) Incrementar la producción agrícola en el Estado de Coahuila por medio de extensiones agrícolas; estimular el progreso doméstico por medio del trabajo con mujeres campesinas; impulsar el trabajo con la juventud campesina; y entrenar a los técnicos graduados en agricultura y en métodos de extensión.
- b) El proyecto incluirá actividades en materia de extensión agrícola, investigación y educación en el Estado de Coahuila, México.

En el párrafo cuarto se indicará la duración del Proyecto.

2.- Para los fines de ejecución de este Proyecto cooperativo se propone que el Instituto de Asuntos Interamericanos, de la Administración de Operaciones Extranjeras—Foreign Operation Administration—celebre un contrato con un colegio o universidad de los Estados Unidos a fin de proveer la asistencia técnica solicitada en una cantidad que no exceda de 371.500 dólares para el primer año, y, sujeto a la disponibilidad de fondos, de una cantidad que no pase de 380.000 dólares para los años subsecuentes. Se entiende que la realización del proyecto será de la responsabilidad de la Escuela Superior de Agricultura "Antonio Narro".

Vuestro Gobierno proveerá o hará los arreglos necesarios para facilitar tierras, laboratorios, equipo, refacciones, locales para oficinas, y el personal (técnicos y trabajadores) necesario para el desarrollo de este programa, y además proporcionará o hará los arreglos necesarios para facilitar los fondos que se necesiten para cubrir otros costos del Proyecto, que subsecuentemente puedan ser acordados por los representantes de Vuestro Gobierno y de la Administración de Operaciones Extranjeras—Foreign Operation Administration—a nombre del Gobierno de los Estados

Unidos de América. La designación del contratista estará sujeta a la aprobación de Vuestro Gobierno. El contrato contendrá un programa específico de trabajo por emprenderse a fin de alcanzar la meta del Proyecto tal como se asienta en el párrafo 1) anterior. Las operaciones del colegio o Universidad contratada de los Estados Unidos en conexión con el Proyecto, puesto que constituyen parte del programa de cooperación técnica del Gobierno de los Estados Unidos de América en México, estarán bajo la dirección general del Director de la Misión de Operaciones de los Estados Unidos de América en México, tal como se especifique en el contrato.

3. a. El Gobierno de México hará los arreglos que sean necesarios a efecto de que el Gobierno de los Estados Unidos de América no incurra en gasto alguno por concepto de tarifas aduanales o impuestos de importación en refacciones, equipo y materiales introducidos a México para el desarrollo de este proyecto por el Gobierno de los Estados Unidos de América o cualquiera organización pública o privada bajo contrato.

b. El Gobierno de México hará los arreglos que sean necesarios a efecto de que en conexión con las actividades que se desarrollen bajo este Acuerdo, el Gobierno de los Estados Unidos de América y todo el personal del Gobierno de los Estados Unidos de América que esté presente en México para laborar según este Acuerdo, ya sea empleado directamente por dicho Gobierno o que trabaje bajo contrato no incurra en gasto alguno por concepto de impuesto sobre la renta o cuotas de seguro social decretadas por la legislación mexicana con respecto a los ingresos sobre los cuales dichas personas estén obligadas a pagar impuesto sobre la renta o cuotas de seguro social al Gobierno de los Estados Unidos de América, por los impuestos de propiedad sobre propiedad personal destinada a su propio uso, o por el pago de cualesquiera tarifa o derechos sobre artículos de uso personal o doméstico traídos al país para el uso personal de ellos mismos o de los miembros de su familia.

4.—Este Acuerdo estará vigente hasta el 31 de diciembre de 1956, o hasta noventa días después de que cualquiera de las Partes haya notificado por escrito a la otra su intención de darlo por terminado surtiendo efecto la notificación que sea anterior. Queda expresamente entendido que las obligaciones adicionales de los dos Gobiernos después del 30 de junio de 1954, estarán sujetas a que los dos Gobiernos puedan disponer de las partidas asignadas para dicho fin. Queda entendido además que las obligaciones especificadas en el presente Acuerdo surten efectos únicamente si el contrato a que se hace referencia anteriormente se celebra dentro de los seis meses de la fecha en la cual se concluyó el presente Acuerdo".

Me es grato manifestar a Vuestra Excelencia que, aun cuando las obligaciones financieras que se derivan del presente Acuerdo para México serán por cuenta del Gobierno del Estado de Coahuila, el Gobierno de los Estados Unidos Mexicanos acepta todos los términos de la nota de Vuestra Excelencia transcrita arriba, por lo que dicha nota y la presente constituyen un Acuerdo sobre Cooperación Técnica en materia de Agricultura, que entra en vigor en esta fecha y que se regirá en todo por las estipulaciones del Acuerdo General sobre Cooperación Técnica, vigente entre nuestros dos países.

Aprovecho la oportunidad para renovar a Vuestra Excelencia las seguridades de mi más alta y distinguida consideración.

JOSÉ GOROSTIZA

Excelentísimo Señor FRANCIS WHITE,
*Embajador Extraordinario y Plenipotenciario
de los Estados Unidos de América.
Ciudad.*

Translation

MINISTRY OF FOREIGN RELATIONS
UNITED MEXICAN STATES
MEXICO

505099

MÉXICO, D. F., June 17, 1954

MR. AMBASSADOR:

I have the honor to acknowledge the receipt of Your Excellency's courteous note No. 1105, dated today, in which reference is made to the General Agreement for Technical Cooperation, concluded between the Government of Mexico and that of the United States of America by an exchange of notes on June 27, 1951, as subsequently modified and supplemented, and to my Government's note No. 504558 of June 1, 1954, relating to the initiation of a Technical Cooperation Program in the field of agriculture.

In your note No. 1105, Your Excellency states with regard to this matter:

[For the English language text of the note, see *ante*, p. 2305.]

I take pleasure in informing Your Excellency that, even though the financial obligations arising from the present agreement for Mexico will be for the account of the Government of the State of Coahuila, the Government of the United Mexican States accepts all the terms of Your Excellency's note transcribed above; consequently, the said note and the present note constitute an Agreement for Technical

Cooperation in the field of agriculture, which enters into force today and which shall be governed in every respect by the provisions of the General Agreement for Technical Cooperation in force between our two countries.

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

José Gorostiza

His Excellency

Francis White,

Ambassador Extraordinary and Plenipotentiary

of the United States of America,

City.

TIAS 3092
June 28 and
30, 1954

TECHNICAL COOPERATION

Program of Agricultural Research

**Agreement between the
UNITED STATES OF AMERICA
and COSTA RICA**

- Effectuated by Exchange of Notes
Signed at San José June 28 and 30, 1954
- Entered into force June 30, 1954

The American Ambassador to the Costa Rican Minister of Foreign Affairs

THE FOREIGN SERVICE
OF THE
UNITED STATES OF AMERICA

No. 159

EXCELLENCY:

I have the honor to refer to the General Agreement for Technical Cooperation between the Government of Costa Rica and the Government of the United States of America, signed at San José, Costa Rica, on January 11, 1951, [¹] as subsequently modified and supplemented, [²] and to the request of your Government, acting through the Minister of Agriculture and Industries, by letter dated June 1, 1954, for the initiation of a technical cooperation project with the Ministry of Agriculture and Industries in the field of Agricultural Research to be carried out through a contract with a United States college or university.

I am pleased to inform your Excellency that my Government is prepared to cooperate in initiating and carrying out the proposed project. Accordingly, I am authorized by my Government to propose that our two Governments agree upon the following terms and conditions for conducting the project.

1. The project will be carried out in accordance with the above-mentioned General Agreement for Technical Cooperation. The objectives, scope, and duration of the project will be as follows:

- a. The Ministry of Agriculture and Industries desires technical assistance in order to strengthen the agricultural research and extension programs of the Ministry, through establishing direct contact with a United States college or university, whereby the services of specific technicians will be made available to provide technical assistance and guidance to Costa Rican technicians in developing and carrying out research activities in various agricultural fields. The primary objective will be the training and development of Costa Rican technicians.
- b. Under the scope of services, the United States college or university will agree to provide a minimum of approximately 100 man-months of technical services, principally through short-term assignments, during the period of the project in the following

¹ Treaties and Other International Acts Series 2186; 2 UST 431.

² TIAS 2385; 3 UST 21.

fields of agricultural research: animal nutrition, animal pathology, animal husbandry, plant pathology (particularly coffee, sugar cane, rice, and cotton), horticulture (coffee, rice, and sugar cane), agronomy (experimental field station operations), soils, and agricultural economies as related to field studies, such as costs of production, marketing, etc. The U. S. college or university will also advise on establishment, development, and operation of research laboratories, field experimental stations, field demonstrations, and related research facilities in Costa Rica, as well as performing certain laboratory and training services at its campus within the United States.

- c. The duration of the project shall be for a three-year period, subject to extension by mutual consent of all parties thereto.
2. For purposes of carrying out this cooperative project, it is proposed that your Government through the Ministry of Agriculture and Industries enter into a contract with a United States college or university for the provision of the requested technical assistance. The Institute of Inter-American affairs of the Foreign Operations Administration will guarantee the payment of a portion of the costs under the contract in an amount not to exceed \$160,000.00. Your Government will furnish, or arrange to have furnished, certain basic operational facilities (laboratories and field stations), office space, clerical and stenographic services, communication services within Costa Rica, supplemental transportation facilities, and assignment of local technicians of the Ministry as necessary in carrying out the project, and in addition will make available, or arrange to have made available, funds for use in meeting other costs of the project which may be specified in the contract or subsequently agreed upon by representatives of your Government and of the Foreign Operations Administration on behalf of the Government of the United States. The contract shall be subject to approval by the Foreign Operations Administration. The contract will contain a specific program of work to be undertaken in order to achieve the objectives of the project as set forth in Paragraph 1 above and will specify in detail the undertakings of the Ministry of Agriculture and Industries and of the contracting United States college or university with respect to the contract. The operations of the contracting United States college or university in connection with this project, constituting a part of the technical cooperation program of the Government of the United States of America in Costa Rica, shall be under the general direction of the Director of the United States of America Operations Mission in Costa Rica as may be specified in the contract.

3. a. The Government of Costa Rica shall make such arrangements as may be necessary so that the Government of the United States of America shall incur no expense for customs duties or import taxes on supplies, equipment, and materials introduced into Costa Rica for purposes of this project by the Government of the United States of America or any public or private organization under contract.
 - b. The Government of Costa Rica shall make such arrangements as may be necessary so that, in connection with activities under this agreement, the Government of the United States of America, and personnel of the United States who are assigned in Costa Rica for purposes of this agreement, whether employed by the Government of the United States or working under contract, shall incur no expense for income or social security taxes levied under the laws of Costa Rica with respect to income upon which they are obligated to pay income or social security taxes to the Government of the United States of America, for property taxes on personal property intended for their own use, or for the payment of any tariff or duty upon personal or household goods brought into the country for the personal use of themselves and members of their families.
4. This agreement shall remain in force through June 30, 1957, or until ninety days after either party shall have given written notice to the other of intention to terminate it, whichever is earlier. It is specifically understood that the additional obligations of the two Governments hereunder after June 30, 1954, shall be subject to the availability of our respective Governments of appropriated funds for that purpose. It is further understood that the obligations specified herein shall be effective only if the contract referred to above is entered into within six months from the date this agreement is concluded.

ROBERT C. HILL

SAN JOSÉ, COSTA RICA,
June 28, 1954.

His Excellency

MARIO ESQUIVEL ARGUEDAS,
Minister of Foreign Affairs
of Costa Rica.

The Costa Rican Deputy Minister of Foreign Affairs to the American Ambassador

República de Costa Rica
MINISTERIO DE RELACIONES EXTERIORES Y CULTO

Nº DVM-406

SAN JOSÉ, 30 de junio de 1954.

SEÑOR EMBAJADOR:

Tengo el honor de referirme a Vuestra Nota del 28 de junio último Nº 159, por la cual Vuestra Excelencia se sirve poner en conocimiento de mi Gobierno los términos por medio de los cuales el Ilustrado Gobierno de los Estados Unidos de América está dispuesto a poner en ejecución el proyecto de cooperación técnica con el Ministerio de Agricultura e Industrias de Costa Rica en el campo de la investigación agrícola.

A ese respecto y contando con la aprobación previa del Ministerio de Agricultura e Industrias de Costa Rica, me es muy grato informar a Vuestra Excelencia que mi Gobierno acepta en forma total la proposición mencionada y está dispuesto a ponerla de inmediato en ejecución. En consecuencia, es de esperar que oportunamente ambos Gobiernos tomen los pasos necesarios con ese fin y para lo cual esperamos las sugerencias que el Ilustrado Gobierno de los Estados Unidos de América se permita hacer al respecto.

Deseo aprovechar esta oportunidad para manifestar a Vuestro Gobierno, por Vuestro digno medio, el agradecimiento y profunda satisfacción con que el Gobierno de Costa Rica ha recibido la propuesta antes dicha y la gestión de cooperación para el mejoramiento de nuestra técnica agrícola que dicha propuesta significa.

Me valgo de la oportunidad para renovar a Vuestra Excelencia las seguridades de mi más distinguida consideración.

FERNANDO FOURNIER

Fernando Fournier.
Vice-Ministro de Relaciones Exteriores.

Excelentísimo señor

ROBERT C. HILL,

*Embajador de los Estados Unidos de América.
Ciudad.*

Translation

Republic of Costa Rica
MINISTRY OF FOREIGN AFFAIRS AND WORSHIP

No. DVM-406

SAN JOSÉ, June 30, 1954.

MR. AMBASSADOR:

I have the honor to refer to your note No. 159 of June 28, 1954, whereby Your Excellency informed my Government of the terms under which the Government of the United States of America is prepared to put into execution the technical cooperation project with the Ministry of Agriculture and Industries of Costa Rica in the field of agricultural research.

In that connection, taking into account the prior approval of the Ministry of Agriculture and Industries of Costa Rica, I am very pleased to inform Your Excellency that my Government accepts in its entirety the aforementioned proposal and is prepared to carry it out immediately. Consequently, it is to be hoped that in due course both Governments will take the necessary steps to that end; therefore we await any suggestions that the Government of the United States of America may care to make with respect to this matter.

I wish to avail myself of this opportunity to inform your Government, through you, of the gratitude and extreme pleasure with which the Government of Costa Rica has received the above-mentioned proposal and the cooperative effort for the improvement of our agricultural methods which the said proposal signifies.

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

FERNANDO FOURNIER

Fernando Fournier
Deputy Minister of Foreign Affairs.

His Excellency

ROBERT C. HILL,
Ambassador of the
United States of America,
City.

TIAS 3093
Oct. 12, 1954

**INTERCHANGE OF PATENT RIGHTS
AND TECHNICAL INFORMATION
FOR DEFENSE PURPOSES**

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

- Signed at Brussels October 12, 1954
- Entered into force October 12, 1954

AGREEMENT BETWEEN THE UNITED STATES OF AMERICA
AND BELGIUM TO FACILITATE INTERCHANGE OF
PATENT RIGHTS AND TECHNICAL INFORMATION
FOR DEFENSE PURPOSES

SIGNED AT BRUSSELS, OCTOBER 12th, 1954.

ACCORD ENTRE LES ETATS-UNIS D'AMERIQUE ET LA BELGIQUE
EN VUE DE FACILITER L'ECHANGE MUTUEL DES BREVETS ET
DES RENSEIGNEMENTS TECHNIQUES
DANS UN BUT DE DEFENSE,
SIGNÉ A BRUXELLES, LE 12 OCTOBRE 1954.

AGREEMENT BETWEEN THE UNITED STATES OF
 AMERICA AND BELGIUM
 TO FACILITATE INTERCHANGE OF
 PATENT RIGHTS AND TECHNICAL INFORMATION
 FOR DEFENSE PURPOSES.

ACCORD ENTRE
 LES ETATS-UNIS D'AMERIQUE ET LA BELGIQUE
 EN VUE DE FACILITER L'ECHANGE MUTUEL DES
 BREVETS ET DES RENSEIGNEMENTS TECHNIQUES
 DANS UN BUT DE DEFENSE.

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

Having agreed in the Mutual Defense Assistance Agreement signed in Washington on January 27, 1950,¹ to negotiate, upon the request of either of them, appropriate arrangements between them respecting patents and technical information;

Desiring generally to assist in the production of equipment and materials for defense, by facilitating and expediting the interchange of patent rights and technical information; and

Acknowledging that the rights of private owners of patents and technical information should be fully recognized and protected in accordance with the law applicable to such patents and technical information;

Have agreed as follows :

Article I.

Each Contracting Government shall, whenever practicable without undue limitation of, or impediment to, defense production, facilitate

Le Gouvernement des Etats-Unis d'Amérique et le Gouvernement belge,

Ayant convenu, aux termes de l'Accord d'Aide pour la Défense mutuelle, signé à Washington le 27 janvier 1950, de négocier, à la demande de l'un d'eux, des arrangements appropriés concernant les brevets et les renseignements techniques;

Désirant contribuer, d'une manière générale, à la production d'équipement et de matériel destinés à la défense, en facilitant et en activant l'échange mutuel de brevets et de renseignements techniques; et

Considérant qu'il y a lieu de reconnaître et de protéger pleinement les droits des particuliers titulaires de brevets et des détenteurs de renseignements techniques, conformément à la législation applicable à ces brevets et renseignements techniques;

Sont convenus de ce qui suit :

Article I.

Dans la mesure où il lui sera possible de le faire sans limiter indûment ou entraver la production pour la défense, chaque Gouvernement facilitera,

¹ Treaties and Other International Acts Series 2010; 1 UST 1.

the use of patent rights, and encourage the flow and use of privately-owned technical information, as defined in Article VIII, for defense purposes -

- a) through the medium of any existing commercial relationships between the owner of such patent rights and technical information and those in the other country having the right to use such patent rights and technical information; and
- b) in the absence of such existing relationships, through the creation of such relationships by the owner and the user in the other country,
provided that, in the case of information which is classified for security reasons by either Government, such arrangements are permitted by the laws and security requirements of both Governments, and provided further that the terms of all such arrangements shall remain subject to the applicable laws of the two countries.

pour les besoins de la défense, l'utilisation des brevets et encouragera l'apport et l'emploi des renseignements techniques, définis à l'article VIII, qui sont détenus par des particuliers,

- a) par le canal des relations commerciales qui pourraient exister entre le titulaire de ces brevets ou le détenteur de ces renseignements techniques et ceux qui, dans l'autre pays, ont le droit d'utiliser ces brevets et ces renseignements techniques et,
- b) à leur défaut, par la création de relations commerciales de cette nature, par le titulaire ou le détenteur et l'usager agissant dans l'autre pays,
à condition que, dans le cas de renseignements qui sont classés par l'un des Gouvernements pour motifs de sécurité, la loi et les exigences de sécurité de l'un et l'autre gouvernement permettent de tels arrangements, et, à condition, en outre, que les termes de ces arrangements restent subordonnés à la législation des deux pays applicable en la matière.

Article II.

When, for defense purposes, technical information is supplied by one Contracting Government to the other for information only, and this is stipulated at the time of supply, the recipient Government shall treat the technical information as disclosed in confidence and use its best endeavors to ensure that the information is not dealt with in any manner likely to prejudice the rights of the owner thereof to obtain patent or other like statutory protection therefor.

Article II.

Lorsqu'un des Gouvernements contractants communique à l'autre des renseignements techniques, pour les besoins de la défense, exclusivement à titre d'information, et que ceci est stipulé lors de la communication, le Gouvernement qui en est bénéficiaire considérera ces renseignements techniques comme confidentiels et mettra tout en œuvre pour qu'il n'en soit fait aucun emploi susceptible de compromettre les droits de leur détenteur à l'obtention d'un brevet ou de toute protection légale analogue.

Article III.

When technical information made available, under agreed procedures, by one Contracting Government to the other for the purpose of defense discloses an invention which is the subject of a patent or patent application held in secrecy in the country of origin, similar treatment shall be accorded a corresponding patent application filed in the other country.

Article III.

Lorsque la mise à la disposition d'un Gouvernement d'un renseignement technique par l'autre Gouvernement contractant, selon une procédure convenue, et pour les besoins de la défense, a pour effet de révéler une invention faisant l'objet d'un brevet ou d'une demande de brevet tenus au secret dans le pays d'origine, un traitement similaire sera appliqué à la demande de brevet correspondante introduite dans l'autre pays.

Article IV.

a) Where privately-owned technical information

- (i) has been communicated by or on behalf of the owner thereof to the Contracting Government of the country of which he is a national, and
- (ii) is subsequently disclosed by that Government to the other Contracting Government for the purposes of defense and is used or disclosed by the latter Government without the express or implied consent of the owner,

the Contracting Governments agree that, where any compensation is paid to the owner by the Contracting Government first receiving the information, such payment shall be without prejudice to any arrangements which may be made between the two Governments regarding the assumption as between them of liability for compensation. The Technical Property Committee established under Article VI of this Agreement will discuss and make recommendations to the Governments concerning such arrangements.

Article IV.

a) Lorsqu'un renseignement technique détenu par un particulier :

- (i) a été communiqué par son détenteur ou en son nom au Gouvernement contractant du pays dont il est ressortissant, et
- (ii) est ensuite révélé, pour les besoins de la défense, par ce Gouvernement à l'autre Gouvernement contractant et est utilisé ou divulgué par ce dernier sans le consentement exprès ou tacite du détenteur,

les Gouvernements contractants conviennent que l'indemnité qui serait payée au détenteur par le Gouvernement contractant qui a reçu le premier le renseignement sera sans préjudice des arrangements qui pourraient intervenir entre les deux Gouvernements en vue d'assumer entre eux la responsabilité de l'indemnisation. Le Comité de la Propriété Technique établi par l'article VI du présent accord connaîtra de ces arrangements et fera des recommandations à leur sujet aux Gouvernements.

b) When, for the purposes of defense, technical information is made available by a national of one Contracting Government to the other Government at the latter's request and use or disclosure is subsequently made of that information for any purpose whether or not for defense, the recipient Government shall, at the owner's request, take such steps as may be possible under its laws to provide prompt, just, and effective compensation for such use or disclosure to the extent that the owner may be entitled thereto under such laws.

b) Lorsque, pour les besoins de la défense, un renseignement technique est mis, par un ressortissant d'un Gouvernement contractant, à la disposition de l'autre Gouvernement, à la requête de ce dernier, et qu'il est utilisé ou divulgué à quelque fin que ce soit, en vue de la défense ou non, le Gouvernement qui en est bénéficiaire prendra les mesures que lui permet sa législation pour assurer au détenteur sur sa demande, une indemnisation rapide, équitable et effective pour couvrir cette utilisation ou cette divulgation, pour autant que le détenteur y soit admis en application de cette législation.

Article V.

When one Contracting Government owns or has the right to grant a license to use an invention and that invention is used by the other Government for defense purposes, the using Government shall be entitled to use the invention without cost, except to the extent that there may be liability to a private owner with established interests in the invention. When one Contracting Government owns or controls entities having the right to grant a license to use an invention and that invention is used by the other Government for defense purposes, the using Government shall be entitled to a license on terms at least as favorable as may be received by the Government owning or controlling the entity concerned or by other entities thereof.

Article V.

Lorsqu'un Gouvernement contractant détient une invention ou a le droit d'octroyer une licence pour son utilisation et que cette invention est utilisée par l'autre Gouvernement pour les besoins de la défense, ce dernier Gouvernement aura le droit d'user de l'invention gratuitement dans la mesure où aucune obligation n'existe à l'égard d'un particulier qui détiendrait des droits sur cette invention. Lorsqu'un Gouvernement contractant possède ou contrôle des organismes qui ont le droit d'octroyer une licence pour l'utilisation d'une invention et que cette invention est utilisée par l'autre Gouvernement pour les besoins de la défense, ce dernier Gouvernement aura le droit d'obtenir une licence à des conditions au moins aussi favorables que celles qui peuvent être faites au Gouvernement qui possède ou contrôle l'organisme dont il s'agit ou aux autres organismes qui dépendent de ce Gouvernement.

Article VI.

There will be constituted a Technical Property Committee formed of representatives of both Governments. This Committee will have the responsibility of considering all problems created by the application of the present Agreement. It will confine itself to issuing recommendations, to collecting information, to initiating studies or inquiries, and especially it will be the function of the Committee

- a) To consider and make recommendations on such matters relating to the subject of this Agreement as may be brought before it by either Contracting Government.
- b) To make recommendations to the Contracting Governments concerning any question, brought to its attention by either Government, relating to patent rights and technical information which arises in connection with the mutual defense program.
- c) To assist, where appropriate, in the negotiation of commercial or other agreements for the use of patent rights and technical information in the mutual defense program.
- d) To take note of pertinent commercial or other agreements for the use of patent rights and technical information in the mutual defense program, and, where necessary, to obtain the views of the two Governments on the acceptability of such agreements.

Article VI.

Un Comité de la Propriété Technique composé des représentants de l'un et l'autre Gouvernement sera constitué. Ce Comité sera chargé d'examiner tout problème qu'aura suscité l'application du présent Accord. Il se bornera à formuler des recommandations, à recueillir des renseignements, à provoquer des études et des enquêtes, et il sera chargé notamment

- a) d'examiner les affaires qui rentrent dans l'objet du présent Accord et qui pourront lui être soumises par l'un ou l'autre Gouvernement contractant et d'émettre des recommandations à leur sujet;
- b) d'établir des recommandations à l'intention des Gouvernements contractants sur tout problème relatif aux droits de brevet et aux renseignements techniques qui pourrait naître à l'occasion de la réalisation du programme de défense mutuelle et qui serait soumis à son attention par l'un des deux Gouvernements;
- c) de contribuer, quand il convient, à la négociation de conventions commerciales ou autres relatives à l'utilisation de brevets et de renseignements techniques dans le cadre du programme de défense mutuelle;
- d) de prendre acte des conventions adéquates, commerciales ou autres, réglant l'utilisation de brevets et de renseignements techniques dans le cadre du programme de défense mutuelle et, pour autant que de besoin, de recueillir l'avis des deux Gouvernements sur la possibilité d'admettre ces conventions;

- e) To assist, where appropriate, in the procurement of licenses and to make recommendations, where appropriate, respecting payment of indemnities covering inventions used in the mutual defense program.
- f) To encourage projects for technical collaboration between and among the armed services of the two Contracting Governments and to facilitate the use of patent rights and technical information in such projects.
- g) To keep under review all questions concerning the use, for the purposes of the mutual defense program, of all inventions which are, or hereafter come, within the provisions of Article V.
- h) To make recommendations to the Contracting Governments, either with respect to particular cases or in general, on the means by which any disparities between the laws of the two countries governing the compensation for or otherwise concerning technical information made available for defense purposes might be remedied.
- e) quand il convient, de contribuer à l'octroi de licences et d'émettre des recommandations concernant le paiement des indemnités couvrant l'exploitation des inventions dans le cadre du programme de défense mutuelle;
- f) d'encourager les projets de collaboration technique entre les services armés des deux Gouvernements contractants et au sein de ces services ainsi que de faciliter l'utilisation des brevets et des renseignements techniques à la faveur de l'exécution de ces projets;
- g) de procéder à l'examen constant de toutes questions en rapport avec l'exploitation, dans le cadre du programme de défense mutuelle, de toutes inventions qui tombent ou tomberont sous l'application de l'article V;
- h) d'établir des recommandations à l'intention des Gouvernements contractants, tant dans les cas d'espèce qu'en principe, quant aux moyens de remédier aux différences entre les législations des deux pays relatives aux renseignements techniques communiqués pour les besoins de la défense, en matière d'indemnisation comme en toute autre matière.

Article VII.

Upon request, each Contracting Government shall, as far as practicable, supply to the other Government all necessary information and other assistance required for the purposes of:

- a) affording the owner of technical information made available for defense purposes the opportunity of protecting and preserving any rights he may have in the technical information; and

Article VII.

Sur requête, chaque Gouvernement contractant fournira, dans toute la mesure du possible, à l'autre Gouvernement toutes les informations et toute autre aide rendues nécessaires dans le but :

- a) d'accorder au détenteur de renseignements techniques communiqués pour les besoins de la défense la possibilité de faire protéger et de conserver les droits qu'il peut avoir sur ces renseignements techniques; et

b) assessing payments and awards arising out of the use of patent rights and technical information made available for defense purposes.

b) de fixer les paiements et indemnités consécutifs à l'utilisation de brevets et de renseignements techniques rendus disponibles pour les besoins de la défense.

Article VIII.

a) "Technical information" as used in this Agreement means information originated by or peculiarly within the knowledge of the owner thereof and those in privity with him and not available to the public.

b) The term "use" includes manufacture by or for a Contracting Government.

c) Nothing in this Agreement shall apply to patents, patent applications and technical information in the field of atomic energy.

d) Nothing in this Agreement shall contravene present or future security arrangements between the Contracting Governments.

Article IX.

a) This Agreement shall enter into force on the date of signature.

b) The terms of this Agreement may be reviewed at any time at the request of either Contracting Government.

c) This Agreement shall terminate on the date when the Mutual Defense Assistance Agreement terminates or six months after notice of termination by either Contracting Government, whichever is sooner, but

a) L'expression "renseignements techniques" utilisée dans le présent Accord désigne les renseignements émanant de leur détenteur ou dont il a une connaissance particulière, et ceux dont il a le secret et auxquels le public n'a pas accès;

b) Les termes "usage, utilisation, exploitation" comprennent la fabrication par un Gouvernement contractant et la fabrication pour son compte;

c) Aucune clause du présent Accord ne s'appliquera aux brevets, demandes de brevets et renseignements techniques du domaine de l'énergie atomique;

d) Aucune clause du présent Accord ne pourra déroger à un accord de sécurité actuel ou à venir entre les Gouvernements contractants.

Article IX.

a) Le présent Accord entrera en vigueur à la date de sa signature;

b) Les termes du présent Accord pourront être revisés à tout moment, à la demande d'un des Gouvernements;

c) Le présent Accord prendra fin à la date d'expiration de l'Accord d'Aide pour la Défense Mutuelle ou six mois après sa dénonciation par l'un ou l'autre des Gouvernements contractants si elle intervient avant

without prejudice to obligations and liabilities which have then accrued pursuant to the terms of this Agreement.

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

Done at Brussels, in duplicate, in the English and French languages, both texts authentic, this 12th day of October, 1954.

FOR THE UNITED STATES OF AMERICA:
POUR LES ETATS-UNIS D'AMERIQUE:

F M ALGER Jr.

[SEAL]

cette date, mais sans préjudice des engagements et obligations acquis à ce moment aux termes de l'Accord.

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

Fait à Bruxelles, en double exemplaire, en langues anglaise et française, les deux textes faisant foi, le 12 octobre 1954.

FOR BELGIUM :
POUR LA BELGIQUE :

P. H. SPAAK

[SEAL]

TIAS 3094
July 30 and DEFENSE
Oct. 26, 1954

Offshore Procurement Program

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

- Effectuated by Exchange of Notes
Signed at San Sebastián July 30, 1954
- Entered into force July 30, 1954

and

Amending Agreement

- Effectuated by Exchange of Notes
Signed at Madrid October 26, 1954
- Entered into force October 26, 1954

The Spanish Minister of Foreign Affairs to the American Ambassador [1]

MINISTERIO DE ASUNTOS EXTERIORES

NºM. 613

SAN SEBASTIÁN, 30 de julio de 1954.

EXCMº. SEÑOR:

MUY SEÑOR MÍO:

Tengo la honra de referirme a la Nota Verbal de este Ministerio, nº 578, de 22 de julio actual, comunicando la conformidad del Gobierno español en firmar un Acuerdo con el Gobierno de los Estados Unidos relativo a las adquisiciones "off shore" en España, sobre la base de la Nota Verbal de esa Embajada, nº 496, de 10 de mayo último, y de sus dos anejos.

Confirmado así el deseo del Gobierno español de seguir colaborando con el de los Estados Unidos en la ejecución del llamado Programa de Adquisiciones "off shore", en provecho de la seguridad mutua de la civilización occidental, tengo ahora la honra de comunicar a V.E. su conformidad con las disposiciones del "Memorandum de Acuerdo entre el Gobierno de los Estados Unidos y el de España sobre las adquisiciones "off shore" anejo al presente escrito, que deberá considerarse, juntamente con la contestación de V.E., como constituyendo un Acuerdo entre ambos Gobiernos, para reglamentar estas adquisiciones, que entrará en vigor en el día de la fecha.

El Gobierno español entiende que el Contrato-Tipo que acompaña al Memorandum anteriormente citado será empleado como pauta de los contratos que se firmen entre ambos Gobiernos.

Quedo asimismo enterado de las seguridades dadas por V.E. de que las líneas generales de estos documentos coinciden con lo acordado con los otros países que colaboran en la ejecución del programa "off shore".

Aprovecho esta oportunidad, señor Embajador, para reiterarle las seguridades de mi alta consideración.

ALBERTO MARTÍN ARTAJO.

A Su Excelencia JAMES C. DUNN
*Embajador de los Estados Unidos
de América en España.*

¹ For the English language text of the note and the Memorandum of Understanding attached, see *post*, p. 2349.

MEMORANDUM DE ACUERDO ENTRE LOS ESTADOS UNIDOS Y EL GOBIERNO DE ESPAÑA, REFERENTE A SUMINISTROS OFFSHORE.

Este Memorandum expone ciertos principios y normas que el Gobierno de España y el Gobierno de los Estados Unidos han acordado regirán el programa de los suministros offshore de los Estados Unidos en España.

1.-Alcance y objeto del programa de suministros offshore.

Es propósito del Gobierno de los Estados Unidos obtener en países que participan en el programa de seguridad mutua, aquellos tipos de materiales, servicios, abastecimientos y equipo, incluso buques, vehículos y aeronaves, apropiados para la ayuda mutua de seguridad militar o para su uso directo por las fuerzas de los Estados Unidos. La amplitud de este programa en España depende de varias consideraciones, incluyendo la facultad del Gobierno de los Estados Unidos para realizar contratos a precios razonables con fechas de entregas satisfactorias. Se tiene el propósito de que los suministros offshore contribuirán materialmente a la capacidad productiva combinada de defensa de las naciones que están asociadas con los Estados Unidos en la defensa mutua de Europa occidental y que proveerán al mismo tiempo los medios para aumentar las ganancias en dólares de estos países.

El Gobierno de los Estados Unidos realizará los suministros offshore de acuerdo con las leyes de los Estados Unidos que rigen suministros militares y de acuerdo con el programa de seguridad mutua. También es propósito de los Estados Unidos que el programa de suministros offshore sea desarrollado en España según los principios expuestos en la Sección 516 de la Ley de Seguridad Mutua de 1951, en la Ley de 1951 de Control de Ayuda de Defensa Mutua y en el artículo II (3) del Acuerdo de Cooperación Económica de 28 de junio de 1948, reformado.^[1]

De acuerdo con la idea de que el Gobierno de los Estados Unidos tiene la intención de realizar el programa de suministros offshore conforme a la legislación pertinente de los Estados Unidos y según los principios expuestos en ciertos Estatutos de los Estados Unidos, se entiende que, para llevar a cabo esta intención, la Embajada de los Estados Unidos podrá de vez en cuando someter los nombres de ciertas firmas e individuos que en su opinión han actuado de forma contraria al interés de la mutua seguridad de nuestros dos países, y que ningún contrato será concedido a estas firmas e individuos bajo el programa

¹ Reference is erroneous; see correction, *post*, p. 2357.

de suministros offshore, y que ningún subcontrato será concedido a estas firmas e individuos sin previas conversaciones entre los Gobiernos de España y de los Estados Unidos.

2.—Coordinación intergubernamental.—

El programa del Gobierno de los Estados Unidos para la obtención de productos de interés militar en España será coordinado con el programa de defensa del Gobierno español. Funcionarios competentes de los dos Gobiernos mantendrán contacto consultivo permanente para el estudio de los problemas de producción y la realización de las recomendaciones para la obtención de artículos militares necesitados por el Gobierno de los Estados Unidos. Los dos Gobiernos intercambiarán información según se necesite y de forma permanente respecto a los planes de suministros, facilidades de producción en España y progreso en la realización de los objetivos de producción en España.

3.—Realización de los contratos por funcionarios contratantes.—

Se entiende que los contratos de suministros offshore serán realizados y administrados por parte del Gobierno de los Estados Unidos por funcionarios contratantes de los Departamentos Militares de los Estados Unidos.

4.—Partes contratantes.—

Los funcionarios contratantes de los Estados Unidos podrán contratar directamente con el Gobierno español o directamente con individuos, firmas u otras entidades legales en España; siempre que, en la medida de lo posible, se notifiquen previamente tales contratos al Gobierno de España.

5.—Ayuda contractual.—

El Gobierno de España, a petición del funcionario contratante, prestará su ayuda para la selección de contratistas y subcontratistas y ayudará al Gobierno de los Estados Unidos y a los contratistas individuales, hasta el punto necesario y adecuado, para facilitar la administración y desarrollo de los contratos de suministros offshore.

6.—Suministro de equipo, material y mano de obra.—

El Gobierno de España concederá a los contratistas de suministros offshore y a sus subcontratistas establecidos en España prioridad para obtener equipo, material, mano de obra y servicios, igual a la que se concede a los contratistas que tengan contratos de tipo similar con el Gobierno de España.

7.-Seguridad.-

En el caso de contratos de suministros suscritos por el Gobierno de los Estados Unidos con el Gobierno de España, cualquier material secreto, incluso información, entregado por un Gobierno al otro será tratado por el Gobierno que lo reciba con el mismo grado de reserva que el otorgado por el Gobierno que lo entrega, y será considerado por el Gobierno que lo recibe como su propio material secreto de esa categoría. El Gobierno que lo recibe no utilizará dicho material ni permitirá su utilización para otros propósitos que los militares y no revelará dicho material, ni permitirá que sea revelado a otra nación sin el consentimiento del Gobierno originario.

En caso de contratos de suministros suscritos por el Gobierno de los Estados Unidos con contratistas privados españoles, se tomarán para el material secreto medidas similares de seguridad. El material secreto del Gobierno de los Estados Unidos necesitado por un contratista, será entregado al Ministerio competente del Gobierno español. Un funcionario de este Ministerio transmitirá el material al contratista de tal forma que las disposiciones de las leyes y reglamentos españoles de seguridad sean aplicables a él. El Gobierno español clasificará este material, antes de su transmisión, con un grado de reserva igual al otorgado por el Gobierno de los Estados Unidos y, en el momento de la transmisión, el Gobierno español notificará al contratista que el material secreto que se le entrega lo es también para el Gobierno español, estando sometido a lo dispuesto en las leyes y reglamentos españoles de seguridad.

El Gobierno español llevará a cabo, a petición, una investigación de seguridad sobre cualquier posible contratista español con el Gobierno de los Estados Unidos en la misma forma que dicha investigación es realizada por el Gobierno español en casos de suministros de defensa, y un informe resultante de dicha investigación será entregado al Gobierno de los Estados Unidos.

El Gobierno español no cobrará por los servicios realizados estipulados en esta cláusula.

8.-Inspección.-

La inspección de todos los materiales, servicios, abastecimientos y equipo, incluso buques, vehículos y aeronaves obtenidos por el Gobierno de los Estados Unidos en España, bien sean procedentes del Gobierno español, bien de abastecedores y fabricantes españoles, será realizada por representantes del Gobierno español cuando lo solicite el Gobierno de los Estados Unidos. En estos casos, el Gobierno de España certificará al Gobierno de los Estados Unidos que los productos cumplen todas las condiciones y demás exigencias

establecidas en el contrato. No es la intención, en general, del Gobierno de los Estados Unidos repetir la inspección hecha por el Gobierno de España, pero el Gobierno de los Estados Unidos tendrá el derecho de realizar inspecciones y comprobaciones independientes. En consecuencia, la aprobación de cualquier producto por los inspectores del Gobierno de España no puede ser considerada necesariamente como que exime totalmente de responsabilidad al funcionario contratante de los Estados Unidos ni en cantidad ni en calidad. Los servicios de inspección realizados por el Gobierno de España serán completamente gratuitos para el Gobierno de los Estados Unidos.

9.-Distribución de créditos.-

Se entiende que el Gobierno español dará facilidades para que contratistas españoles que produzcan para el programa de suministros offshore de los Estados Unidos, consigan un trato respecto a prioridades bancarias comerciales igual al concedido a establecimientos comerciales españoles que produzcan para el programa de defensa o de exportación de España.

10.-Licencias.-

El Gobierno de España facilitará la obtención y concesión de las licencias necesarias, incluso de divisas, y de exportación e importación que pudieran precisarse en relación con cualquier contrato de suministros offshore del Gobierno de los Estados Unidos, bien sea suscrito en España, bien en cualquier país del Tratado del Atlántico Norte o de la Comunidad Europea de Defensa. Se dará al Gobierno de España previa notificación de tales contratos siempre que sea posible.

11.-Impuestos.-

Las estipulaciones del Anexo sobre Exenciones Fiscales al Convenio relativo a la Ayuda para la Mutua Defensa, de 26 de septiembre de 1953, así como también los procedimientos acordados en el mismo, son también aplicables al programa de suministros offshore del Gobierno de los Estados Unidos en España. Los dos Gobiernos podrán consultarse, cuando sea necesario, sobre aplicaciones complementarias del Acuerdo citado.

12.-Contrato tipo.-

Un contrato tipo ha sido aprobado por los dos Gobiernos para su utilización, en casos apropiados, en los contratos suscritos entre ellos. Otras cláusulas podrán ser incluidas en los contratos individuales.

13.-Protección de la propiedad y personal de los Estados Unidos.-

1) a) Se entiende que todos los intereses del Gobierno de los Estados Unidos en propiedades adquiridas a través de, o utilizadas en conexión

con los contratos de suministros offshore en España, estarán inmunes de todo proceso legal o incautación.

b) Asimismo se entiende que el Gobierno de los Estados Unidos está protegido contra pleitos u otras acciones legales en España, sobre cualquier materia que se origine de contratos de suministros offshore; siempre que, sin embargo, en ningún caso se interprete este apartado como prohibiendo al contratista ejercer cualquier derecho concedido por las leyes y reglamentos pertinentes de los Estados Unidos.

2) Los funcionarios contratantes y demás personal autorizado a estos efectos que estuvieren en España en conexión con el programa de suministros offshore y de cuyos nombres se habrá informado debidamente al Gobierno español, gozarán de los privilegios e inmunidades establecidos en el Artículo IV del Convenio relativo a la Ayuda para la Mutua Defensa entre los Estados Unidos y España, firmado en Madrid el 26 de septiembre de 1953.

14.-Destino de los artículos terminados.-

Aunque la determinación de las especificaciones y otros requisitos de ciertos contratos de suministros offshore pueda requerir una identificación provisional del país destinatario al que los artículos terminados deban ser entregados, se entiende que los Estados Unidos podrán modificar con posterioridad tal determinación e identificación previas respecto al país que ha de ser el destinatario final de los artículos terminados producidos.

15.-Condiciones contractuales.-

Teniendo en cuenta que los estatutos de los Estados Unidos prohíben la utilización de contratos cuyo pago esté basado en el sistema de costo más un porcentaje de costo, se entiende que tal sistema de determinar el pago no será empleado en los contratos suscritos entre el Gobierno de los Estados Unidos y el Gobierno de España o contratistas privados. Más aún, el Gobierno de España notifica que no utilizará el tipo de contrato en que el pago se haga sobre la base de costo mas un porcentaje de costo, en los subcontratos dependientes de contratos suscritos entre el Gobierno de los Estados Unidos y el Gobierno de España.

El Gobierno de España notifica que no tiene ninguna ley que autorice la retención por el Fisco de los beneficios extraordinarios, similar a la Ley de Renegociación de los Estados Unidos.

16.-Información sobre subcontratos.-

En los contratos suscritos entre el Gobierno de los Estados Unidos y el Gobierno de España, el Gobierno de España suministrará a los funcionarios contratantes de los Estados Unidos la información que

sea solicitada referente a la firma por el Gobierno de España de subcontratos y órdenes de compra dependientes de los contratos de Gobierno a Gobierno.

17.—*Clausula de eliminación de beneficios.*—

En los contratos de suministros offshore se entiende que el Gobierno de España no obtendrá beneficio alguno de cualquier naturaleza, incluidas las ganancias netas resultantes de la fluctuación en los tipos de cambio. El Gobierno de España accede a determinar si ha obtenido algún beneficio, en cuyo caso, o en el caso de que el Gobierno de los Estados Unidos considerase que algún beneficio se pudiese haber obtenido, el Gobierno de España accede a entrar inmediatamente en conversaciones con el Gobierno de los Estados Unidos con objeto de determinar la existencia y cantidad de dicho beneficio. Durante las conversaciones, el Gobierno español facilitará aquellos documentos y datos contables que puedan ser necesarios para determinar los hechos. En la computación de beneficios realizada, los contratos serán considerados colectivamente. Si, como resultado de las conversaciones entre los dos Gobiernos respectivos, se estableciera que se ha obtenido un beneficio por el Gobierno español en tales contratos, éste reembolsará la totalidad del beneficio al Gobierno de los Estados Unidos según acuerdos y procedimientos que se convendrán entre los dos Gobiernos. A petición de cualquiera de los dos Gobiernos será realizado un reajuste de reembolso sobre los contratos terminados, lo antes posible, pero este reajuste debe ser realizado lo más tarde el 31 de diciembre de 1956 o en fechas posteriores que puedan ser convenidas entre los dos Gobiernos. Este artículo no será interpretado como de aplicación en cualquier estipulación de reembolso de beneficios contenida en contratos individuales.

A M A

30 de julio de 1954

STANDARD CLAUSES

Contract No. _____

NEGOTIATED CONTRACT for the Procurement of Supplies,
Services, and Materials in Spain

This contract is entered into pursuant to the provisions of Section 2 (c) (1) of the Armed Services Procurement Act of 1947, as amended (41 U. S. Code 151 *et seq.*) and other applicable law.

Funds Chargeable: _____

Amount of Contract: _____

Fiscal Officer: _____

PAYMENT: to be made in United States Dollars by _____
at _____
to _____

This contract is entered into this _____ day of _____ 19_____
by and between the United States of America (hereinafter called the
United States Government) represented by the Contracting Officer
executing this contract and the Government of Spain (hereinafter
called the Spanish Government) represented by _____.

This contract is executed subject to the agreement and conditions
included in the Memorandum of Understanding between the United
States Government and the Spanish Government relating to pro-
curement of supplies, services and materials dated 30 July 1954.

The parties hereto agree that the Spanish Government shall furnish
and deliver all of the supplies and perform all the services set forth
in the Schedule for the consideration stated therein.

* * * * *

SCHEDELE

(Schedule Page 1 of _____ pages)

Item No. Supplies or Services	Quantity (Number of Units)	Unit	Unit Price Excl taxes	Amount Excl Taxes
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TOTAL CONTRACT
PRICE EXCL TAXES:

GENERAL PROVISIONS1. DEFINITIONS

As used throughout this contract the following terms shall have the meanings set forth below:

(a) The term "Secretary" means the Secretary, the Under-Secretary, or any Assistant Secretary of the United States Military Department concerned; and the term "his duly authorized representative" means any person or persons (other than the Contracting Officer) authorized to act for the Secretary.

(b) The term "Contracting Officer" means the person executing this contract on behalf of the United States Government, and any other officer or civilian employee who is a properly designated Contracting Officer; and the term includes, except as otherwise provided in this contract, the authorized representative of a Contracting Officer acting within the limits of his authority.

(c) The term "United States Government" means the United States of America.

(d) The term "Spanish Government" means the Government of Spain or any officer duly authorized to act on behalf of the Spanish Government in relation to this contract.

(e) Except as otherwise provided in this contract, the term "subcontracts" means any agreement, contract, subcontract, or purchase order made by the Spanish Government with any contractor in fulfillment of any part of this contract, and any agreements, contracts, subcontracts or purchase orders thereunder.

2. CHANGES

The Contracting Officer may at any time, by a written order make changes, within the general scope of this contract, in any one or more of the following:

(i) Drawings, designs, or specifications, where the supplies to be furnished are to be specially manufactured for the United States Government in accordance therewith;

(ii) Method of shipment or packing; and

(iii) Place of delivery.

If any such change causes an increase or decrease in the cost of, or the time required for, performance of this contract an equitable adjustment shall be made in the contract price or delivery schedule, or both, and the contract shall be modified in writing accordingly. Any claim by the Spanish Government for adjustment under this clause must be asserted within thirty days from the date of receipt by the Spanish Government of the notification of change; provided,

however, that the Contracting Officer, if he decides that the facts justify such action, may receive and act upon any such claim asserted at any time prior to final payment under this contract. Nothing in this clause shall excuse the Spanish Government from proceeding with the contract as changed.

3. EXTRAS

Except as otherwise provided in this contract, no payment for extras shall be made unless such extras and the price therefor have been authorized in writing by the Contracting Officer.

4. VARIATION IN QUANTITY

No variation in the quantity of any item called for by this contract will be accepted unless such variation has been caused by conditions of loading, shipping, or packing, or allowances in manufacturing processes, and then only to the extent, if any, specified elsewhere in this contract.

5. INSPECTION

(a) Adequate inspection and test of all supplies (which term throughout this clause includes without limitation raw materials, components, intermediate assemblies, and end products) to insure conformity with drawings, designs and specifications of the contract shall be effected by the Spanish Government.

(b) The Spanish Government will furnish a certificate or certificates stating that the inspection has been made and that all supplies, services or materials covered by the certificate meet all requirements of the schedules, drawings, designs and specifications of the contract.

(c) United States Government representatives shall have the right to verify the certifications and to verify that (1) the end items conform to standards and to drawings, designs and specifications and (2) the quantity of end items specified is delivered. United States representatives will notify the appropriate Spanish Government representatives when they intend to conduct inspections and such inspections will, insofar as feasible, be conducted promptly.

(d) In case any supplies or lots of supplies are defective in material or workmanship or otherwise not in conformity with the requirements of this contract, the United States Government shall have the right to either reject them (with or without instructions as to their disposition) or to require their correction. Supplies or lots of supplies which have been rejected or required to be corrected shall be removed or corrected in place, as requested by the Contracting Officer, by and at the expense of the Spanish Government promptly after notice, and shall not again be tendered for acceptance unless the former

tender and either the rejection or requirement for correction is disclosed.

(1) The Spanish Government will provide and require their contractors and subcontractors to provide to the United States Government Inspectors, without additional charge to the United States Government, reasonable facilities and assistance for the safety and convenience of the United States Government representatives in the performance of their duties. Final acceptance or rejection of the supplies shall be made as promptly as practical after delivery, except as otherwise provided in this contract; but failure to inspect and accept or reject supplies shall neither relieve the Spanish Government from responsibility for such supplies as are not in accordance with the contract requirements nor impose liability on the United States Government therefor.

(2) The inspection and test by the United States Government of any supplies or lots thereof does not relieve the Spanish Government from any responsibility regarding defects or other failures to meet the contract requirements which may be discovered prior to final acceptance. Except as otherwise provided in this contract, final acceptance shall be conclusive except as regards latent defects.

(e) The Spanish Government shall provide and maintain an inspection system acceptable to the United States Government covering the supplies hereunder. Records of all inspection work by the Spanish Government shall be kept complete and available to the United States Government during the performance of this contract and for such longer period as may be specified elsewhere in this contract.

6. RESPONSIBILITY FOR SUPPLIES

Except as otherwise provided in this contract, (1) the Spanish Government shall be responsible for the supplies covered by this contract until they are delivered at the designated delivery point, regardless of the point of inspection; and (2) the Spanish Government shall bear all risks as to rejected supplies after notice of rejection.

7. TERMINATION

(a) The performance of work under this contract may be terminated by the United States Government in accordance with this clause in whole, or, from time to time, in part, whenever the Contracting Officer shall determine that such termination is in the best interests of the United States Government. Any such termination shall be effected by delivery to the Spanish Government of a Notice of Termination specifying to the extent to which performance of work under the contract is terminated, and the date upon which such termination becomes effective.

(b) After receipt of a Notice of Termination and except as otherwise directed by the Contracting Officer, the Spanish Government shall (1) stop work under the contract on the date and to the extent specified in the Notice of Termination; (2) place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the contract as is not terminated; (3) terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the Notice of Termination; (4) assign to the United States Government, in the manner, at the times, and to the extent directed by the Contracting Officer, all of the right, title, and interest of the Spanish Government under the orders and subcontracts so terminated; (5) settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Contracting Officer to the extent he may require, which approval or ratification shall be final for all the purposes of this clause; (6) transfer title and deliver to the United States Government, in the manner, at the times, and to the extent, if any, directed by the Contracting Officer, (i) the fabricated or unfabricated parts, work in process, completed work, supplies, and other material produced as a part of, or acquired in connection with the performance of, the work terminated by the Notice of Termination, and (ii) the completed or partially completed plans, drawings, information, and other property which, if the contract had been completed, would have been required to be furnished to the United States Government; (7) use its best efforts to sell, in the manner, at the times, to the extent, and at the price or prices directed or authorized by the Contracting Officer, any property of the types referred to in provision (6) of this paragraph, *provided, however,* that the Spanish Government (i) shall not be required to extend credit to any purchaser, and (ii) may acquire any such property under the conditions prescribed by and at a price or prices approved by the Contracting Officer; and *provided* further that the proceeds of any such transfer or disposition shall be applied in reduction of any payments to be made by the United States Government to the Spanish Government under this contract or shall otherwise be credited to the price or cost of the work covered by this contract or paid in such other manner as the Contracting Officer may direct; (8) complete performance of such part of the work as shall not have been terminated by the Notice of Termination; and (9) take such action as may be necessary, or as the Contracting Officer may direct, for the protection and preservation of the property related to this contract which is in the possession of the Spanish Government and in which the United States Government has or may acquire an interest. At any time after expiration of the plant clearance period, as defined

in Section VIII, Armed Services Procurement Regulation, [1] as it may be amended from time to time, the Spanish Government may submit to the Contracting Officer a list, certified as to quantity and quality, of any or all items of termination inventory not previously disposed of, exclusive of items the disposition of which has been directed or authorized by the Contracting Officer, and may request the United States Government to remove such items or enter into a storage agreement covering them. Not later than fifteen (15) days thereafter, the United States Government will accept title to such items and remove them or enter into a storage agreement covering the same, provided that the list submitted shall be subject to verification by the Contracting Officer upon removal of the items, or if the items are stored, within forty-five (45) days from the date of submission of the list, and any necessary adjustment to correct the list as submitted shall be made prior to final settlement.

(c) After receipt of a Notice of Termination, the Spanish Government shall submit to the Contracting Officer its termination claim, in the form and with the certification prescribed by the Contracting Officer. Such claim shall be submitted promptly but in no event later than two years from the effective date of termination, unless one or more extensions in writing are granted by the Contracting Officer, upon request of the Spanish Government made in writing within such two-year period or authorized extension thereof. However, if the Contracting Officer determines that the facts justify such action, he may receive and act upon any such termination claim at any time after such two-year period or any extension thereof. Upon failure of the Spanish Government to submit its termination claim within the time allowed, the Contracting Officer may determine, on the basis of information available to him, the amount, if any, due to the Spanish Government by reason of the termination and shall thereupon pay to the Spanish Government the amount so determined.

(d) Subject to the provisions of paragraph (c), the Spanish Government and the Contracting Officer may agree upon the whole or any part of the amount or amounts to be paid to the Spanish Government by reason of the total or partial termination of work pursuant to this clause. The contract shall be amended accordingly, and the Spanish Government shall be paid the agreed amount.

(e) Any determination of costs under paragraph (c) hereof shall be governed by the Statement of Principles for Consideration of Costs set forth in Part 4 of Section VIII of the Armed Services Procurement Regulation, as in effect on the date of this contract.

(f) In arriving at the amount due the Spanish Government under this clause there shall be deducted (1) all unliquidated payments on

¹ 32 CFR 8.217.

account theretofore made to the Spanish Government, (2) any claim which the United States Government may have against the Spanish Government in connection with this contract, and (3) the agreed price for, or the proceeds of sale of, any materials, supplies, or other things acquired by the Spanish Government or sold, pursuant to the provisions of this clause, and not otherwise recovered by or credited to the United States Government.

(g) If the termination hereunder be partial, prior to the settlement of the terminated portion of this contract, the Spanish Government may file with the Contracting Officer a request in writing for an equitable adjustment of the price or prices specified in the contract relating to the continued portion of the contract (the portion not terminated by the Notice of Termination) and such equitable adjustment as may be agreed upon shall be made in such price or prices.

(h) Upon notification to the United States Government by the Spanish Government that the Spanish Government is precluded from performing the contract in accordance with its terms and conditions due to circumstances beyond its control the two Governments will consult with a view toward negotiating an amendment to this contract. If the two Governments cannot agree to an amendment extending the time of performance or otherwise modifying the contract so as to enable the Spanish Government to perform it, the United States Government may terminate this contract by reason of the inability of the Spanish Government to perform it. Such termination shall be without cost to the United States Government and without liability of either Government to the other; provided that the parties hereto may agree upon the transfer to the United States Government of any or all of the property of the types referred to in paragraph (b) (6) above, in which event the United States Government will pay to the Spanish Government (i) the price provided in the contract for items completed in accordance with the contract requirements, and (ii) a price mutually agreed upon for other items.

(i) Unless otherwise provided for in this contract, or by applicable statute, the Spanish Government, from the effective date of termination and for a period of six years after final settlement under this contract, shall preserve and make available to the United States Government at all reasonable times at the office of the Spanish Government but without direct charge to the United States Government, all its books, records, documents, and other evidence bearing on the costs and expenses of the Spanish Government under this contract and relating to the work terminated hereunder, or, to the extent approved by the Contracting Officer, photographs, micro-photographs, or other authentic reproductions thereof.

8. TAXES

(a) The contract prices, including the prices in subcontracts hereunder, do not include any tax or duty which the Government of the United States and the Government of Spain have agreed shall not be applicable to expenditures in Spain by the United States, or any other tax or duty not applicable to this contract under the laws of Spain. If any such tax or duty has been included in the contract prices through error or otherwise, the contract prices shall be correspondingly reduced.

(b) If, after the contract date, the Government of the United States and the Government of Spain shall agree that any tax or duty included in the contract prices shall not be applicable to expenditures in Spain by the United States, the contract prices shall be reduced accordingly.

9. SUBCONTRACTING

(a) The Spanish Government undertakes that in any subcontract made in connection with this contract they will employ the same procurement methods and procedures as they employ in contracting for their own requirements.

(b) The Spanish Government agrees to indemnify and save harmless the United States Government against all claims and suits of whatsoever nature arising under or incidental to the performance of this contract, by any subcontractor against the Spanish Government or the United States Government.

10. PAYMENTS

The Spanish Government shall be paid, upon the submission of properly certified invoices or vouchers, the prices stipulated herein for supplies delivered and accepted or services rendered and accepted, less deductions, if any, as herein provided. Unless otherwise specified, payment will be made on partial deliveries accepted by the United States Government when the amount due on such deliveries so warrants; or, when requested by the Spanish Government, payment for accepted partial deliveries shall be made whenever such payment would equal or exceed either \$1,000 or 50% of the total amount of this contract.

11. UNITED STATES OFFICIALS NOT TO BENEFIT

No member of or delegate to Congress of the United States, or resident commissioner of the United States shall be admitted to any share or part of this contract, or to any benefit that may arise therefrom; but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

12. COVENANT AGAINST CONTINGENT FEES

The Spanish Government warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Spanish Government for the purpose of securing business. For breach or violation of this warranty the United States Government shall have the right to annul this contract without liability or in its discretion to deduct from the contract price or consideration the full amount of such commission, percentage, brokerage, or contingent fee.

13. GRATUITIES

The Spanish Government agrees to apply to this contract the provisions embodied in Section 631 of Public Law 179 [¹] and Section 629 of Public Law 488, [²] 82nd Congress of the United States.

14. FILING OF PATENT APPLICATIONS

While and so long as the subject matter of this contract is classified security information, the Spanish Government agrees that it will not file, or cause to be filed, an application or registration for patent disclosing any of said subject matter without first referring the proposed application or registration to the Contracting Officer for determination as to whether, for reasons of security, permission to file such application or registration should be denied, or whether such application may be filed on conditions imposed by the Contracting Officer.

15. COPYRIGHT

(a) The Spanish Government agrees to and does hereby grant to the United States Government, and to its officers, agents and employees acting within the scope of their official duties, (i) a royalty-free, non-exclusive and irrevocable license to publish, translate, reproduce, deliver, perform, use, and dispose of, and to authorize, in behalf of the United States Government or in the furtherance of mutual defense, others so to do, all copyrightable material first produced or composed and delivered to the United States Government under this contract by the Spanish Government, its employees or any individual or concern specifically employed or assigned to originate and prepare such material and (ii) a license as aforesaid under any and all copyrighted or copyrightable work not first produced or composed by the Spanish Government in the performance of this contract but which is incorporated in the material furnished under the contract, provided that

¹ 65 Stat. 450.

² 66 Stat. 536.

such license shall be only to the extent that the Spanish Government now has or prior to completion of final settlement of this contract may acquire, the right to grant such license without becoming liable to pay compensation to others solely because of such grant.

(b) The Spanish Government agrees that it will exert all reasonable effort to advise the Contracting Officer, at the time of delivering any copyrightable or copyrighted work furnished under this contract, of any adversely held copyrighted or copyrightable material incorporated in any such work and of any invasion of the right of privacy therein contained.

(c) The Spanish Government agrees to report to the Contracting Officer, promptly and in reasonably written detail, any notice or claim of copyright infringement received by the Spanish Government with respect to any material delivered under this contract.

16. GUARANTY

The Spanish Government undertakes that the benefit of any guarantee obtained in respect to any subcontract shall be passed on to the United States Government.

17. SECURITY

Any materials, documents, designs, drawings or specifications delivered by the United States Government to the Spanish Government and any materials, documents, designs, drawings, specifications or supplies delivered by the Spanish Government to the United States Government in the performance of this contract, which are classified by the originating Government as "Top Secret", "Secret", or "Confidential", shall be given a security classification by the recipient Government which will afford to the material substantially the same degree of security as that afforded by the originating Government and shall be treated by the recipient Government as its own classified material of that security grading.

The recipient Government will not use such material including information, or permit it to be used, for other than military purposes and will not disclose such material, or permit it to be disclosed, to another nation without the consent of the originating Government.

The recipient Government will, upon request, give to the originating Government an acknowledgement of receipt in writing for any such classified material.

The recipient Government agrees to include appropriate provisions covering military security material including information in all sub-contracts hereunder.

18. TECHNICAL INFORMATION

The Spanish Government agrees that the United States Government shall have the right to duplicate, use and disclose, in behalf of the United States Government or in the furtherance of mutual defense, all or any part of the reports, drawings, blueprints, data and technical information, specified to be delivered by the Spanish Government to the United States Government under this contract.

19. ASSIGNMENT OF CLAIMS

No claims arising under this contract shall be assigned by the Spanish Government except as follows:

(a) Pursuant to the provisions of the Assignment of Claims Act of 1940 [¹] as amended (31 U.S. Code 203, 41 U.S. Code 15), if this contract provides for payments aggregating \$1,000 or more, claims for moneys due or to become due the Spanish Government from the United States Government under this contract may be assigned to a bank, trust company, or other financing institution, including any Federal lending agency, and may thereafter be further assigned and reassigned to any such institution. Any such assignment or reassignment shall cover all amounts payable under this contract and not already paid, and shall not be made to more than one party, except that any such assignment or reassignment may be made to one party as agent or trustee for two or more parties participating in such financing.

(b) In no event shall copies of this contract or of any plans, specifications, or other similar documents relating to work under this contract, if marked "Top Secret", "Secret", or "Confidential", be furnished to any assignee of any claim arising under this contract or to any other person not entitled to receive the same; *provided*, that a copy of any part or all of this contract so marked may be furnished, or any information contained therein may be disclosed to such assignee upon the prior written authorization of the Contracting Officer.

20. LABOR RELATIONS AND STANDARDS

The provisions of this contract and the performance hereunder shall be subject to and in accordance with the laws of the Government of Spain and any political subdivision thereof, from time to time in effect, which govern the hours, wages, labor relations, workman's compensation, working conditions, and other matters pertaining to labor.

¹ 54 Stat. 1029.

21. REPORTING OF ROYALTIES

If this contract is in an amount which exceeds \$10,000 the Spanish Government agrees to report in writing to the Contracting Officer during the performance of this contract the amount of royalties paid or to be paid by it directly to others in the performance of this contract. The Spanish Government further agrees (i) to furnish in writing any additional information relating to such royalties as may be requested by the Contracting Officer, and (ii) to insert a provision similar to this clause in any subcontract hereunder which involves an amount in excess of the equivalent of ten thousand United States dollars.

22. EXAMINATION OF RECORDS

The following clause is applicable to the extent required by the laws of the United States:

(a) The Spanish Government agrees that the Comptroller General of the United States or any of his duly authorized representatives shall, until the expiration of three years after final payment under this contract, have access to and the right to examine any directly pertinent books, documents, papers and records of the Spanish Government involving transactions related to this contract.

(b) The Spanish Government further agrees to include in all its subcontracts hereunder a provision to the effect that the subcontractor agrees that the Comptroller General of the United States or any of his duly authorized representatives shall, until the expiration of three years after final payment under this contract with the United States Government, have access to and the right to examine any directly pertinent books, documents, papers, and records of such subcontractor involving transactions related to the subcontract. The term "subcontract" as used in this clause excludes (i) purchase orders not exceeding \$1,000 and (ii) subcontracts or purchase orders for public utility services at rates established for uniform applicability to the general public.

The rights and obligations of the parties to this contract shall be subject to and governed by the Cover Sheet, the Schedule consisting of _____ numbered pages, the General Provisions consisting of _____ numbered pages and this Signature Sheet. To the extent of any inconsistency between the Schedule or the General Provisions, and any specifications or other provisions which are made a part of this contract by reference or otherwise, the Schedule and the General Provisions shall control. To the extent of any inconsistency between the Schedule and the General Provisions, the Schedule shall control. It is agreed that quotations and/or conversations leading up to and during the negotiations of this contract have been consummated by signing this contract which, together with the memorandum of understanding dated 30 July 1954, constitutes the entire agreement between the parties hereto. The provisions of this contract shall be interpreted on the basis of the laws of the United States and the English language version of the contract.

IN WITNESS WHEREOF, the parties hereto have executed this contract as of the day and year first above written.

THE UNITED STATES OF AMERICA

BY

BY

(Authorized Officer)

(Contracting Officer)

(Address)

(Address)

For

AMA

The American Ambassador to the Spanish Minister of Foreign Affairs

SAN SEBASTIÁN, July 30, 1954.

EXCELLENCY:

I have the honor to acknowledge receipt of Your Excellency's Note of July 30, 1954, which reads as follows: quote:

"I have the honor of referring to the Note Verbale of this Ministry No. 578 of 22nd July, [¹] communicating the consent of the Spanish Government to conclude an agreement with the Government of the United States relating to the "off-shore" procurements in Spain, on the basis of the Note Verbale of that Embassy No. 496 of 10th May last [¹] and of its two annexes.

Confirming thus the desire of the Spanish Government to continue collaborating with that of the United States in the execution of the so-called "off-shore" Procurement Program in furtherance of the mutual security of Western civilization, I have now the honor of communicating to Your Excellency its agreement with the stipulations of the "Memorandum of Understanding between the United States and the Government of Spain relating to off-shore Procurement attached to this Note, which should be considered, together with Your Excellency's answer, as constituting an Agreement between our two Governments, for the governing of these purchases which will enter into force on this date.

The Spanish Government understands that the Standard Clauses [²] attached to the Memorandum previously mentioned will be utilised as a model for the contracts to be signed between both Governments.

I take note also of the assurances given by Your Excellency that the general lines of the documents coincide with what has been agreed with the other nations that are collaborating in the execution of the "off-shore" program.". unquote.

I have the honor to inform Your Excellency that, in accordance with the second paragraph of your Note of today's date, the Government of the United States agrees that the attached "Memorandum of Understanding Between the United States and the Government of Spain Relating to Offshore Procurement" together with Your Excellency's Note of July 30, 1954, with attachments, and this Note of mine, shall be considered as constituting an Agreement between our two Governments relating to offshore procurement in Spain which will take effect on July 30, 1954.

¹ Not printed.

² *Ante*, p. 2336.

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

JAMES CLEMENT DUNN

His Excellency

ALBERTO MARTIN ARTAJO,
Minister of Foreign Affairs,
San Sebastián

MEMORANDUM OF UNDERSTANDING BETWEEN UNITED STATES
AND THE GOVERNMENT OF SPAIN RELATING TO OFFSHORE
PROCUREMENT

This Memorandum sets forth certain principles and policies which the Government of Spain and the Government of the United States have agreed will govern the United States Offshore Procurement Program in Spain.

1. Scope and Purpose of the Offshore Procurement Program

It is the intent of the United States Government to procure in countries participating in the mutual security program those types of materials, services, supplies and equipment, including vessels, vehicles and aircraft, appropriate either for mutual security military aid or for the direct use of United States Forces. The extent of this program in Spain is dependent upon various considerations, including the ability of the U. S. Government to place contracts at reasonable prices with satisfactory delivery dates. It is intended that offshore procurement will materially contribute to the combined defense productive capacity of the nations which are associated with the United States in the mutual defense of Western Europe and will at the same time provide a means for increasing the dollar earnings of these countries.

The United States Government will conduct offshore procurement in accordance with the laws of the United States governing military procurement and the mutual security program. It is also the intent of the United States that the offshore procurement program shall be carried out in Spain in furtherance of the principles set forth in Section 516 of the Mutual Security Act of 1951,[¹] the Mutual Defense Assistance Control Act of 1951,[²] and Article II (3) of the Economic Cooperation Agreement of June 28, 1948, as amended.[³]

In accordance with the understanding that the U. S. Government intends to conduct the offshore procurement program in accordance with relevant U. S. legislation and in furtherance of the principles set forth in certain U. S. statutes, it is understood that, in order to carry out this intention, the U. S. Embassy may from time to time submit the names of certain firms and individuals who in their opinion have acted contrary to the mutual security interest of our two countries and that no contracts will be awarded to these firms and individuals

¹ 65 Stat. 382; 22 U. S. C. § 1667.

² 65 Stat. 644; 22 U. S. C. § 1611 note.

³ Reference is erroneous; for correction, see *post*, p. 2357.

under the Offshore Procurement Program, and that no subcontracts will be awarded to these firms and individuals without prior conversations between the Governments of Spain and the United States.

2. Intergovernmental Coordination

The program of the United States Government for procurement of military end items in Spain will be coordinated with the defense program of the Spanish Government. Appropriate officials of the two governments will consult on a continuing basis to study production problems and the carrying out of recommendations for the procurement of end items required by the United States Government. The two governments will exchange information, as needed, and on a continuing basis, with respect to procurement plans, production facilities in Spain and progress in the achievement of production objectives in Spain.

3. Contract Placement by Contracting Officers

It is understood that offshore procurement contracts will be placed and administered on behalf of the United States Government by contracting officers of the United States Military Departments.

4. Parties to Contracts

United States contracting officers may contract directly with the Spanish Government or directly with individuals, firms, or other legal entities in Spain; provided, that insofar as is possible, prior notification of any such contracts will be given to the Government of Spain.

5. Contract Assistance

The Government of Spain will, upon request of the contracting officer, provide assistance in the selection of contractors and subcontractors and will assist in the United States Government and individual contractors, to the extent necessary and appropriate to facilitate the administering and carrying out of offshore procurement contracts.

6. Supply of Equipment, Materials and Manpower

The Government of Spain will accord to offshore procurement contractors and their subcontractors established in Spain priorities for securing equipment, materials, manpower and services equal to those which are accorded contractors having similar types of contracts with the Government of Spain.

7. Security

In the case of procurement contracts placed by the United States Government with the Spanish Government, any classified material,

including information, delivered by one government to the other will be given a security classification by the recipient government which will afford to the material substantially the same degree of security as that afforded by the originating government and will be treated by the recipient government as its own classified material of that security grading. The recipient government will not use such material, or permit it to be used, for other than military purposes and will not disclose such material, or permit it to be disclosed, to another nation without the consent of the originating government.

In the case of procurement contracts placed by the United States Government with private Spanish contractors, similar security arrangements for classified material will be followed. Classified material of the United States Government needed by a contractor will be delivered to the appropriate Ministry of the Spanish Government. An official of that Ministry will transmit the material to the contractor in such a way as to make the provisions of the Spanish security laws and regulations applicable to it. Such material will, prior to transmittal, receive a security classification of the Spanish Government which will afford to the material substantially the same degree of security as that afforded by the United States Government, and, at the time of transmittal, the Spanish Government will notify the contractor that the classified material delivered to him is also classified material of the Spanish Government and subject to the provisions of the Spanish security laws and regulations.

The Spanish Government will, upon request, conduct a security investigation of any prospective Spanish contractor to the United States Government in the same manner as such investigations are conducted in cases of defense procurement by the Spanish Government, and a recommendation resulting from such investigation will be made to the United States Government.

No charges will be made by the Government of Spain for services rendered pursuant to this clause.

8. Inspection

Inspection of all materials, services, supplies and equipment, including vessels, vehicles and aircraft procured by the United States Government in Spain either from the Government of Spain or Spanish manufacturers and suppliers shall be carried out by representatives of the Government of Spain when requested by the United States Government. In such cases, the Government of Spain will certify to the United States Government that the products meet all specifications and other requirements of the contract. It is not the intention of the United States Government generally to duplicate inspection made by the Government of Spain, but the United States Government shall

have the right to make independent inspections and verifications. Accordingly, passage of any item by the inspectors of the Government of Spain may not necessarily be considered as finally meeting the responsibility of the United States contracting officer either as to quality or quantity. Inspection services rendered by the Government of Spain will be free of cost or charge to the United States Government.

9. Credit Arrangements

It is understood that the Government of Spain will assist in providing Spanish contractors producing for the United States offshore procurement program treatment concerning commercial bank priorities equal to that accorded to Spanish business establishments producing for the defense or export program of Spain.

10. Licenses

The Government of Spain will facilitate the obtaining and granting of any necessary licenses, including exchange control, export and import licenses, which may be required in connection with any United States Government offshore procurement contract, whether placed in Spain or in North Atlantic Treaty or European Defense Community countries. Prior notification of such contracts will be given to the Government of Spain whenever possible.

11. Taxes

The provisions of the Tax Relief Annex Attached to the Mutual Defense Assistance Agreement dated September 26, 1953, [1] as well as the agreed procedures thereunder, are also applicable to the offshore procurement program of the United States Government in Spain. The two governments may consult from time to time as the occasion arises regarding further implementation of that agreement.

12. Standard Contract Clauses

Standard clauses have been approved by the two governments for use, as appropriate, in contracts between them. Other clauses may be included in individual contracts.

13. Protection of United States Property and Personnel

1) a) It is understood that any interest of the United States Government in property acquired through or used in connection with offshore procurement contracts in Spain will be immune from legal process or seizure.

b) Likewise, it is understood that the United States Government is protected against suits or other legal action in Spain as to any

¹ Treaties and Other International Acts Series 2849; 4 UST, pt. 2, p. 1876.

matter which may arise out of an offshore procurement contract; provided, however, that in no event will this sub-paragraph be construed to prohibit the contractor from exercising any rights granted under pertinent United States laws and regulations.

2) Contracting officers and other authorized procurement personnel who are in Spain in connection with the offshore procurement program and whose names will have been duly reported to the Spanish Government will be accorded the privileges and immunities set forth in Article IV of the Mutual Defense Assistance Agreement between the U. S. and Spain signed at Madrid on 26 September, 1953.

14. Destination of End-Items

Although the determination of specifications and other requirements of particular offshore procurement contracts may require a tentative identification of the recipient country to which the end-items are to be delivered, it is understood that the United States may subsequently amend any such prior determination and identification as to which country shall be the ultimate recipient of the end-items produced.

15. Contract terms

Inasmuch as the statutes of the United States prohibit utilization of a contract upon which payment is based on cost plus a percentage of cost, it is understood that such a system of determining payment shall not be employed in contracts entered into between the United States Government and either private contractors or the Government of Spain. Further, the Government of Spain advises that it will not utilize the type of contract in which payment is made on the basis of cost plus a percentage of cost in subcontracts under any contract between the United States Government and the Government of Spain.

The Government of Spain advises that it does not have any law authorizing the recoupment of excess profits similar to the Renegotiation Act of the United States.^[1]

16. Reporting of Subcontracts

On such contracts as are entered into between the United States Government and the Government of Spain, the Government of Spain will furnish to the United States contracting officers such information as may be requested regarding the placement by the Spanish Government of sub-contracts and purchase orders under such government to government contracts.

¹ Public Law 9, approved March 23, 1951; 65 Stat. 7; 50 U. S. C. app. § 1211 note.

17. No Profits Clause

On offshore procurement contracts, it is understood that no profit of any nature, including net gains resulting from fluctuations in exchange rates, will be made by the Government of Spain. The Government of Spain agrees to determine whether it has realized any such profit, in which event, or in the event that the United States Government considers that such profit may have been realized, the Government of Spain agrees that it will immediately enter into conversations with the United States Government for the purpose of determining the existence and the amount of such profit. During these conversations, the Spanish Government shall make available such documents and accounting data as may be necessary to determine the facts. In the computation of profits hereunder, the contracts shall be taken collectively. If, as a result of conversations between the respective Governments, it is established that profit has been realized by the Spanish Government on such contracts it shall refund the amount of the profit to the United States Government under arrangements and procedures to be agreed upon between the two Governments. At the request of either Government, a refund adjustment will be accomplished on completed contracts at the earliest practicable date, but this adjustment must be effected on or before 31 December 1956 or such later dates as may be mutually agreed upon by the two Governments. This article shall not be construed as affecting in any manner any profit refunding provisions as may be contained in individual contracts.

The American Ambassador to the Spanish Minister of Foreign Affairs

AMERICAN EMBASSY, MADRID, SPAIN
October 26, 1954

No. 1092

EXCELLENCY:

I have the honor to refer to the agreement concluded with the Government of Spain concerning offshore procurement in an exchange of notes dated July 30, 1954 at San Sebastián.

Through inadvertence, in the second paragraph of Article 1 of the "MEMORANDUM OF UNDERSTANDING BETWEEN UNITED STATES AND THE GOVERNMENT OF SPAIN RELATING TO OFFSHORE PROCUREMENT" reference was incorrectly made to *Article II (3) of the Economic Cooperation Agreement of June 28, 1948, as amended*". Reference should properly be to *Article II (1) (e) of the Economic Aid Agreement Between Spain and the United States of America, dated September 26, 1953.*[¹]

I hereby propose that this present note and the affirmative reply of Your Excellency shall be considered as constituting agreement to amend the affected paragraph of the above-mentioned Memorandum of Understanding by deletion of the incorrect reference, and substitution of the proper one. It is further proposed that copies of this present exchange of notes be attached to, and henceforth form an integral part of, the MEMORANDUM OF UNDERSTANDING BETWEEN UNITED STATES AND THE GOVERNMENT OF SPAIN RELATING TO OFFSHORE PROCUREMENT.

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

JAMES CLEMENT DUNN

His Excellency

ALBERTO MARTÍN ARTAJO,
Minister of Foreign Affairs,
Madrid.

The Spanish Minister of Foreign Affairs to the American Ambassador

MINISTERIO DE ASUNTOS EXTERIORES

NÚM. 863

MADRID, 26 de octubre de 1954.

EXCMO. SEÑOR:

Tengo la honra de acusar recibo a V.E. de la Nota número 1092, de fecha de hoy, cuyo texto traducido al español dice lo siguiente:

"Excelentísimo Señor:—Tengo la honra de referirme al Acuerdo relativo a los suministros offshore, concertado con el Gobierno de España mediante Canje de Notas fechadas en 30 de julio de 1954, en

¹ Treaties and Other International Acts Series 2851; 4 UST, pt. 2, p. 1903.

San Sebastián.—Debido a una inadvertencia, en el Párrafo segundo del Artículo 1 del "MEMORANDUM DE ACUERDO ENTRE LOS ESTADOS UNIDOS Y EL GOBIERNO DE ESPAÑA, REFERENTE A SUMINISTROS OFFSHORE", se hacía incorrectamente referencia al *Artículo II (3) del Acuerdo de Cooperación Económica de 28 de junio de 1948, reformado.* La referencia debería ser, propiamente, al *Artículo II (1)(e) del Convenio sobre Ayuda Económica entre España y los Estados Unidos de América, de fecha 26 de septiembre de 1953.*—Por ésta propongo que la presente Nota y la respuesta afirmativa de V.E. sean consideradas como constitutivas de un acuerdo para enmendar el Párrafo afectado del Memorandum de Acuerdo arriba mencionado, mediante eliminación de la referencia incorrecta y su sustitución por la adecuada. Se propone, además, que copias del presente Canje de Notas sean unidas al MEMORANDUM DE ACUERDO ENTRE LOS ESTADOS UNIDOS Y EL GOBIERNO DE ESPAÑA, REFERENTE A SUMINISTROS OFFSHORE, y, en adelante, formen parte integral del mismo.—Acepte, Excelentísimo Señor, la reiterada seguridad de mi más alta consideración."

Al comunicar a V.E. la conformidad del Gobierno español sobre lo que precede, le ruego, Señor Embajador, acepte las seguridades de mi más alta consideración.

ALBERTO MARTÍN ARTAJO

Excmo. Señor: JAMES CLEMENT DUNN.

*Embajador Extraordinario y Plenipotenciario
de los Estados Unidos de América.—
Madrid.-*

Translation

MINISTRY OF FOREIGN AFFAIRS

No. 883

MADRID, October 26, 1954.

EXCELLENCY:

I have the honor to acknowledge the receipt of Your Excellency's note No. 1092, dated today, the text of which, translated into Spanish, reads as follows:

[For the English language text of the note, see *ante*, p. 2357.]

In communicating to Your Excellency the agreement of the Spanish Government with respect to the foregoing, I beg you, Mr. Ambassador, to accept the assurances of my highest consideration.

ALBERTO MARTÍN ARTAJO

His Excellency

JAMES CLEMENT DUNN,
*Ambassador Extraordinary and Plenipotentiary
of the United States of America,
Madrid.*

AGRICULTURE

Cooperative Program in Peru

**TIAS 3095
Apr. 27 and
May 11, 1954**

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

**Providing for Termination of
Agreement of April 1 and 9, 1952, as
Modified and Extended**

- **Effectuated by Exchange of Notes
Signed at Lima April 27 and May 11, 1954**
- **Entered into force May 11, 1954**

The American Ambassador to the Peruvian Minister for Foreign Affairs

EMBASSY OF THE
UNITED STATES OF AMERICA,

No. 324

Lima, April 27, 1954.

EXCELLENCY:

I have the honor to refer to the cooperative program of agricultural experimentation in Peru being carried on pursuant to the agreement between the Government of the United States of America and the Government of Peru effected by the exchange of notes signed at Lima on April 1, 1952 and April 9, 1952,[¹] as subsequently modified and extended by the exchange of notes signed at Lima on January 13, 1953 and January 26, 1953,[²] and the agreement of April 21, 1952,[³] as subsequently modified,[⁴] between The Institute of Inter-American Affairs, a corporate agency of the Government of the United States of America, and the Government of Peru, acting through its Ministry of Agriculture.

I further have the honor to inform Your Excellency that, as a result of discussions between representatives of the Ministry of Agriculture of Peru and representatives of The Institute of Inter-American Affairs of the Foreign Operations Administration, it has been mutually recommended that, in order to achieve better coordinated planning and administration of cooperative activities in the field of agriculture in Peru, cooperative activities which are in the field of agricultural experimentation covered in the agreements referred to above should hereafter be part of the broad cooperative program of agriculture being conducted pursuant to the agreement between our two Governments effected by an exchange of notes signed at Lima September 15 and September 21, 1950,[⁴] as subsequently modified and extended,[⁵] and the agreement effective July 1, 1950,[³] as subsequently modified and supplemented,[⁶] between The Institute of Inter-American Affairs and the Government of Peru, acting through its Ministry of Agriculture.

I am authorized to state that my Government approves the recommendation referred to above and, in order to further its effectuation,

¹ Treaties and Other International Acts Series 2723; 3 UST, pt. 4, p. 5266.

² TIAS 2770; 4 UST 121.

³ Not printed.

⁴ TIAS 2161; 1 UST 820.

⁵ TIAS 2303; 2 UST 1608.

I am authorized to propose that the agreement effected by the exchange of notes of April 1, 1952 and April 9, 1952, as subsequently modified and extended, be terminated by mutual agreement between our two Governments. It is understood that The Institute of Inter-American Affairs, which is now serving as the regional office for Latin America of the Foreign Operations Administration, and the Ministry of Agriculture, acting for the Government of Peru, will enter into an agreement to terminate the Agricultural Experimentation Program Agreement of April 21, 1952, as subsequently modified, to provide for all arrangements and technical details necessary in connection with the termination of these agreements, and, in particular, to transfer or assign to the cooperative agriculture program all unexpended assets now dedicated to the agricultural experimentation program and all outstanding liabilities incurred in connection with that program.

If this proposal is acceptable to your Government, I would appreciate receiving from Your Excellency an expression to that effect. The Government of the United States of America will consider the present note and your reply concurring therein as constituting an agreement for termination of the agreement between our two Governments effected by the exchange of notes signed at Lima on April 1, 1952 and April 9, 1952, as subsequently modified and extended, such termination to be effective on the date of an agreement along the lines indicated in the previous paragraph is entered into between The Institute of Inter-American Affairs of the Foreign Operations Administration and the Government of Peru, acting through its Ministry of Agriculture.^[1]

I avail myself of this opportunity to renew to Your Excellency the assurance of my highest and most distinguished consideration.

HAROLD H. TITTMANN

His Excellency

Doctor RICARDO RIVERA SCHREIBER,
Minister for Foreign Affairs,
Lima.

The Peruvian Minister for Foreign Affairs to the American Ambassador

MINISTERIO DE RELACIONES EXTERIORES

NUMERO (D): 6-3/33

LIMA, 11 de mayo de 1954.

SEÑOR EMBAJADOR:

Tengo el honor de referirme a la atenta nota de Vuestra Excelencia N° 324, de fecha 27 de abril próximo pasado, en la que tuvo a bien

¹ May 18, 1954.

comunicarme que, como resultado de las conversaciones habidas entre los representantes del Ministerio de Agricultura del Perú y los del Instituto de Asuntos Interamericanos de la Administración de Operaciones en el Extranjero, se había recomendado adoptar las medidas conducentes a la mejor coordinación de las actividades cooperativas en cuanto a planeamiento y administración en el campo agrícola en el Perú.

Vuestra Excelencia me informó, asimismo, que había recibido autorización de su Gobierno para poner dicha recomendación en ejecución, proponiendo, con este fin, que el convenio celebrado por intercambio de notas de 1º de abril de 1952 y del 9 de abril de 1952, tal como fué modificado y prorrogado subsiguientemente, sea rescindido por mútuo acuerdo entre los gobiernos de los Estados Unidos de América y del Perú, debiendo, por otra parte, el Ministerio de Agricultura, actuando por el Gobierno del Perú, y el Instituto de Asuntos Interamericanos, a nombre de la Administración de Operaciones en el Exterior, celebrar un acuerdo de rescisión del Convenio de Programa de Experimentación Agrícola de 21 de abril de 1952, tal como fué posteriormente modificado.

Me complazco en informar a Vuestra Excelencia que el Gobierno del Perú acepta la propuesta contenida en la mencionada nota N° 324, de fecha 27 de abril próximo pasado, de esa Embajada y, de acuerdo con los términos de la misma, considera que dicha comunicación y la presente nota de respuesta, constituyen un acuerdo para la rescisión del Convenio entre nuestros dos gobiernos, celebrado por intercambio de notas firmadas en Lima el 1º de abril de 1952 y el 9 de abril de 1952, tal como fué modificado y prorrogado posteriormente, debiendo entrar en vigencia esta rescisión en la fecha en que el gobierno del Perú, por intermedio del Ministerio de Agricultura, y el Instituto de Asuntos Interamericanos de la Administración de Operaciones en el Extranjero, celebren un acuerdo con las características señaladas en el párrafo anterior.

Aprovecho esta oportunidad para reiterar a Vuestra Excelencia las seguridades de mi más alta y distinguida consideración.

RICARDO RIVERA SCHREIBER

Al Excelentísimo señor HAROLD H. TITTMANN,
*Embajador Extraordinario y Plenipotenciario de los
Estados Unidos de América.
Ciudad.*

Translation

MINISTRY OF FOREIGN AFFAIRS

NUMBER (D):6-3/33

LIMA, May 11, 1954.

MR. AMBASSADOR:

I have the honor to refer to Your Excellency's note No. 324 dated April 27, 1954, in which you were good enough to inform me that, as a result of conversations held between representatives of the Ministry of Agriculture of Peru and representatives of the Institute of Inter-American Affairs of the Foreign Operations Administration, it had been recommended that measures be adopted with a view to better coordination of cooperative activities with respect to planning and administration in the field of agriculture in Peru.

Your Excellency likewise informed me that you had been authorized by your Government to put that recommendation into effect, and to that end you proposed that the agreement concluded by the exchange of notes of April 1, 1952, and April 9, 1952, as subsequently modified and extended, be rescinded by mutual agreement between the Governments of the United States of America and Peru, while on the other hand the Ministry of Agriculture, acting for the Government of Peru, and the Institute of Inter-American Affairs, in the name of the Foreign Operations Administration, would conclude an agreement to terminate the Agricultural Experimentation Program Agreement of April 21, 1952, as subsequently modified.

I take pleasure in informing Your Excellency that the Government of Peru accepts the proposal contained in the above-mentioned note No. 324 from your Embassy dated April 27, 1954, and, in accordance with the terms thereof, considers the said communication and this note in reply as constituting an agreement for the termination of the agreement between our two Governments concluded by an exchange of notes signed in Lima on April 1, 1952, and April 9, 1952, as subsequently modified and extended, this termination to enter into force on the date on which the Government of Peru, through the Ministry of Agriculture, and the Institute of Inter-American Affairs for the Foreign Operations Administration conclude an agreement of the tenor indicated in the foregoing paragraph.

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

RICARDO RIVERA SCHREIBER

His Excellency

HAROLD H. TITTMANN,

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

TIAS 3096
Nov 19, 1953
and July 19,
1954 **DEFENSE**

Use of Five Islands for Recreational Purposes

**Agreement between the
UNITED STATES OF AMERICA
and TRINIDAD AND TOBAGO**

- Effectuated by Exchange of Letters
Signed at Port of Spain
November 19, 1953, and July 19, 1954
- Entered into force July 19, 1954

*The American Consul General to the Colonial Secretary
for Trinidad and Tobago*

THE FOREIGN SERVICE
OF THE
UNITED STATES OF AMERICA

AMERICAN CONSULATE GENERAL

PORT OF SPAIN, TRINIDAD, B. W. I.

November 19, 1953

The Honorable
THE COLONIAL SECRETARY,
Red House
Port of Spain

SIR:

I have the honor to refer to your letter (No. D. 567/I/II) of July 13, 1953, [¹] in which your Government requested the United States Government to permit the utilization of the Five Islands (Nelson, Caledonia, Pelican, Lenagan, and Craig and Rock) for recreational purposes as well as for the maintenance of a quarantine Station.

I now have been instructed by my Government to inform you that it has no objection to the utilization of the Five Islands for the purposes indicated, subject to the following terms and conditions:

1. The United States Government may reoccupy the areas in the event of war or emergency upon 48 hours' notice, or at other times, upon 30 days' notice;
2. The United States Government shall be free from any liability to pay compensation for claims arising during the Trinidad and Tobago Government's occupation or as a result of re-occupation by the United States;
3. The Government of Trinidad and Tobago shall be free from any liability to pay rent or compensation to the United States for the use of the areas;
4. The Government of Trinidad and Tobago shall be free to allow use of the areas by third parties;
5. The Government of Trinidad and Tobago shall consult with the local United States authorities before constructing or carrying out improvements in the areas;

¹ Not printed.

6. Improvements constructed or carried out by the Government of Trinidad and Tobago shall not be such as to hinder expeditious reoccupancy of the areas by the United States Government;
7. In the event of reoccupancy, the United States Government shall have the right to purchase any improvements made by the Government of Trinidad and Tobago, or its licensees;
8. In the event of reoccupancy, the United States Government may require the removal, without cost to it, of any improvements not purchased;
9. Utilization shall cause no permanent obstruction of, or permanent damage to existing bridges, roadways, or any allied installations, but this is not to be construed as imposing any obligation on the Government of Trinidad and Tobago to maintain such facilities.
10. Access to the area shall not involve entrance to the United States Naval Station, or interference with the seadrome;
11. The United States Government shall have the right to inspect the areas at all reasonable times; and
12. All the present rights of the United States Government, except as modified by this arrangement, shall remain unimpaired.

Should your Government be disposed to accept the utilization of the Five Islands for the purposes indicated, and under the terms and conditions set forth from 1 to 12 above, it is suggested that you reply in writing to this effect. This letter and your acceptance letter would then constitute an Agreement binding upon our two Governments, and effective as of the date of your reply.

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

Respectfully yours,

WILLIAM P. MADDOX
American Consul General

*The Acting Colonial Secretary for Trinidad and Tobago to the
American Consul General*

/ds

THE SECRETARIAT,
TRINIDAD, BRITISH WEST INDIES,

No. D.567/1/II
In replying the above
number and date of
this letter should be
quoted.

19th July, 1954.

SIR,

I am directed to refer to your letter of the 19th November, 1953, in which you communicated to this Government the terms and conditions under which the Government of the United States were prepared to permit the utilisation of the Five Islands (Nelson, Caledonia, Pelican, Lenagan, and Craig and Rock) for recreational purposes as well as for the maintenance of a quarantine Station.

2. This Government accepts the terms and conditions numbered 1 to 12 as set forth in the second paragraph of your letter under reference and is agreeable to the proposal that your said letter and this present letter of acceptance shall constitute an Agreement binding upon our two Governments, and effective as of the date of this letter.

I have the honour to be, Sir,

Your obedient servant,

J. O'CONNOR
Acting Colonial Secretary.

THE AMERICAN CONSUL GENERAL,
American Consulate General,
Port of Spain.

TIAS 3097
Oct. 1, 1953

MUTUAL DEFENSE TREATY

Between the UNITED STATES OF AMERICA
and the REPUBLIC OF KOREA

- Signed at Washington October 1, 1953
- Ratification advised by the Senate
of the United States of America, with
an understanding, January 26, 1954
- Ratified by the President of the
United States of America, subject to
the said understanding, February 5, 1954
- Ratified by the Republic of Korea
January 29, 1954
- Ratifications exchanged at Washington
November 17, 1954
- Proclaimed by the President of the
United States of America December 1, 1954
- Entered into force November 17, 1954

BY THE PRESIDENT OF THE UNITED STATES OF AMERICA

A PROCLAMATION

WHEREAS the Mutual Defense Treaty between the United States of America and the Republic of Korea was signed at Washington on October 1, 1953 by their respective Plenipotentiaries, the original of which Treaty in the English and Korean languages is word for word as follows:

MUTUAL DEFENSE TREATY
BETWEEN
THE UNITED STATES OF AMERICA
AND
THE REPUBLIC OF KOREA

美 合 象 國
及
大 韓 民 國
間 以
相 反 防 衛 條 約

The Parties to this Treaty,
Reaffirming their desire to live
in peace with all peoples and all govern-
ments, and desiring to strengthen the
fabric of peace in the Pacific area,

Desiring to declare publicly
and formally their common determina-
tion to defend themselves against ex-
ternal armed attack so that no potential
aggressor could be under the illusion
that either of them stands alone in the
Pacific area,

Desiring further to strengthen
their efforts for collective defense for
the preservation of peace and security
pending the development of a more
comprehensive and effective system
of regional security in the Pacific area,

Have agreed as follows:

ARTICLE I

The Parties undertake to settle
any international disputes in which they
may be involved by peaceful means in
such a manner that international peace

本條約의當事國은 모든國民
과 모든政府가 평화의으로
生活하고자 하는希望는 再確認
하여 또한 太平洋地域에서 从이
의 平和機構을 草固히 立足을
希望하고當事國中에 二一國이
太平洋地域에서 孤立하여
从中之幻覺을 어띠는 潛在的
侵略者도 가지지 않도록 外部로
부터의 武力攻擊에 對하여 自身
之 防衛하고자 하는 共通의 決意
는 公然히 또 韓正式으로 宣言
한것은 希望하고 또한 太平洋
地域에서 从이서의 兩包括의 和平
効果의 地域의 安全保障
組織가 發達된 때 까지 平和와
安全을維持하고자 集團의 防衛
는 为此努力를 草固히 한것은 希望
하여 小음과 같이 同意한다.

第一條

當事國이 關聯地지도 모르는 이
여는 國際의 紛爭이 라도 國際
의 平和와 安全과 正義를 袁路을
제하지 않는 方法로 是 平和의 手

and security and justice are not endangered and to refrain in their international relations from the threat or use of force in any manner inconsistent with the Purposes of the United Nations, or obligations assumed by any Party toward the United Nations.

ARTICLE II

The Parties will consult together whenever, in the opinion of either of them, the political independence or security of either of the Parties is threatened by external armed attack. Separately and jointly, by self help and mutual aid, the Parties will maintain and develop appropriate means to deter armed attack and will take suitable measures in consultation and agreement to implement this Treaty and to further its purposes.

ARTICLE III

Each Party recognizes that an armed attack in the Pacific area on either of the Parties in territories now under their respective administrative

段叫依計叫解決計卫亞赴國際關係叫以付國際聯合目的
이小當事國이 국제聯合叫對計
여眞據한義務叫背馳되지 않는
方法으로 武力의威脅이小武力의
行使을 삼는것은 約束計斗.

第二條

當事國中에 上一國의 政治的獨立 또는 安全이 外部로부터의 武力攻擊에 依計의 威脅을 防卫하려고 이小當事國이 든지 認定할 때에는 언제든지當事國이 从호協議한다. 當事國은 獨立의 一 至小共同으로 小自助外相互援助에 依計의 武力攻擊을 阻止하려고 为計適切한 手段을 持續하려고 強化시킬 것이라고 本條約를 實行하려고 二目的是推進한 適切한 措置를 協議하 合意下에 取한 것이다.

第三條

各當事國은 他當事國의 行政支配下에 从호한 領土에 각當事국이 他當事國의 行政支配下에 合法의 一 至을 有하려고 今後에

control, or hereafter recognized by one of the Parties as lawfully brought under the administrative control of the other, would be dangerous to its own peace and safety and declares that it would act to meet the common danger in accordance with its constitutional processes.

ARTICLE IV

The Republic of Korea grants, and the United States of America accepts, the right to dispose United States land, air and sea forces in and about the territory of the Republic of Korea as determined by mutual agreement.

ARTICLE V

This Treaty shall be ratified by the United States of America and the Republic of Korea in accordance with their respective constitutional processes and will come into force when instruments of ratification thereof have been exchanged by them at Washington.

領土에 있어서他當事國에 對한
太平洋地域에 있어서의 武力攻
擊은 自國의 平和와 安全을 危
殆롭게 하는 것에 대하고 認定하고
共通한 危險에 對處하기為하
여各者의 憲法上의 手續에 따라
行動할 것을 宣言한다.

第四條

相互의 合意에 依해 美合衆國
의 陸軍, 海軍, 空軍를 大韓民國
의 領土内外工件에 配備할 權
利는 大韓民國은 之를 許與하고
美合衆國은 之를 受諾한다.

第五條

本條約는 美合衆國과 大韓民國
에 依해 각者의 憲法上의 手續에
의 2批准되어 2批准
書가兩國에 依하여 와인을, 이
서 交換되거나 때에 効力を 發生
한다.

ARTICLE VI

This Treaty shall remain in force indefinitely. Either Party may terminate it one year after notice has been given to the other Party.

IN WITNESS WHEREOF the undersigned Plenipotentiaries have signed this Treaty.

DONE in duplicate at Washington, in the English and Korean languages, this first day of October 1953.

FOR THE UNITED STATES OF AMERICA:

美合眾國是為証


第六條
本條約之無期限之有效計斗。
이상當事國이든지他當事國이
通告한後一年後이本條約是
終止시킬수必斗。

以上의證據로서下記全權委員
는本條約의署名計斗。

本條約是一九五三年十月一日이
날성장,에서英文及韓國文으로
우별로作成된。

FOR THE REPUBLIC OF KOREA:

大韓民國是為証


¹JOHN FOSTER DULLES

²Y. T. PYUN

WHEREAS the Senate of the United States of America by their resolution of January 26, 1954, two-thirds of the Senators present concurring therin, did advise and consent to the ratification of the said Treaty with the following understanding:

"It is the understanding of the United States that neither party is obligated, under Article III of the above Treaty, to come to the aid of the other except in case of an external armed attack against such party; nor shall anything in the present Treaty be construed as requiring the United States to give assistance to Korea except in the event of an armed attack against territory which has been recognized by the United States as lawfully brought under the administrative control of the Republic of Korea."

WHEREAS the text of the aforesaid understanding was communicated by the Government of the United States of America to the Government of the Republic of Korea by a note dated January 28, 1954 [¹] and was acknowledged by the Government of the Republic of Korea by a note dated February 1, 1954; [¹]

WHEREAS the said Treaty was duly ratified by the President of the United States of America on February 5, 1954, in pursuance of the aforesaid advice and consent of the Senate and subject to the aforesaid understanding, and was duly ratified also on the part of the Republic of Korea on January 29, 1954;

WHEREAS the respective instruments of ratification of the said Treaty were exchanged at Washington on November 17, 1954, and a protocol of exchange, in the English and Korean languages, was signed at that place and on that date by the respective Plenipotentiaries of the United States of America and the Republic of Korea, the said protocol of exchange recording the aforesaid understanding;

AND WHEREAS it is provided in Article V of the said Treaty that the Treaty will come into force when instruments of ratification thereof have been exchanged at Washington;

Now, THEREFORE, be it known that I, Dwight D. Eisenhower, President of the United States of America, do hereby proclaim and make public the said Mutual Defense Treaty between the United States of America and the Republic of Korea to the end that the same and every article and clause thereof, subject to the understanding hereinbefore recited, shall be observed and fulfilled with good faith, on and after November 17, 1954, by the United States of America and by the citizens of the United States of America and all other persons subject to the jurisdiction thereof.

¹ Not printed.

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

By the President

DWIGHT D EISENHOWER

JOHN FOSTER DULLES
Secretary of State

MUTUAL DEFENSE ASSISTANCE

Facilities Assistance Program

**TIAS 3098
Apr. 9 and
May 11, 1954**

Agreement between the UNITED STATES OF AMERICA and SPAIN

- Effectuated by Exchange of Notes
Signed at Madrid April 9, May 11
and 19, 1954
- Entered into force May 19, 1954

*The American Ambassador to the Spanish Minister of Foreign Affairs*NOTE VERBALE

No. 358

The Ambassador of the United States of America presents his compliments to His Excellency, the Minister of Foreign Affairs of the Government of Spain, and has the honor to transmit herewith a paper entitled "PROPOSED BILATERAL ARRANGEMENTS FOR FACILITIES ASSISTANCE PROGRAM".

It is the desire of the United States Government to conclude an agreement with the Government of Spain for the purpose stated in the attached paper, namely to assure the participation of the Spanish Government in the Facilities Assistance Program which is intended to increase the capacity of friendly Western European countries to produce propellants and explosives.

It may be recalled that a team of United States ordnance specialists visited Spain in November 1953 to make a survey, in collaboration with the Spanish Ministry of the Army, of factories producing propellants and explosives. As a result of the survey, certain facilities existing in Spain have been considered as potentially suitable to benefit from any funds which might be made available to Spain under the Facilities Assistance Program, when and as a mutually satisfactory agreement shall have been concluded between Spain and the United States.

The Embassy would appreciate being informed as to whether the Government of Spain desires to conclude an agreement relating to the terms of participation in such a program should funds become available. In the event that the reply of the Spanish Government is in the affirmative, the Embassy of the United States would welcome the views of the Spanish Government with regard to the attached paper entitled "Proposed Bilateral Arrangements for Facilities Assistance Program" as a basis for discussions.

MADRID, April 9, 1954

Enclosure:

Paper entitled
"Proposed Bilateral Arrangements for
Facilities Assistance Program".

**PROPOSED BILATERAL ARRANGEMENTS FOR FACILITIES ASSISTANCE
PROGRAM**

EXCELLENCY:

I have the honor to refer to recent discussions between representatives of our two Governments concerning a special program of facilities assistance by the Government of the United States to the Government of Spain to be carried out in accordance with the principles and conditions set forth in the Mutual Defense Assistance Agreement between our two Governments, dated September 26, 1953 [¹] as supplemented by an exchange of notes dated September 26, 1953, [¹] and such other applicable agreements as may be in force between our two Governments. The purpose of this program is to increase the capacity of Spain to produce propellants and explosives, such increased capacity being urgently needed for the development and maintenance of Spain's own defensive strength and the defensive strength of the free world.

As a result of these discussions, the following understandings were arrived at:

1. The Government of Spain undertakes that in connection with the facilities assistance to be furnished by the United States:

a. It will not discriminate in the sale of propellants and explosives against any North Atlantic Treaty country in terms of the price charged, the quality made available, delivery dates, or in any other manner.

b. It will maintain the additional facilities made available through United States assistance so that they will be in a condition to produce propellants and explosives promptly when they may be required; but pending such time, equipment furnished by the United States and such additional facilities may be used for other purposes, provided such use will not interfere with the ready availability of such equipment and facilities for the production of propellants and explosives.

c. It will furnish all of the land, buildings, equipment, materials, and services required for the additional production facilities, except for the equipment and technical advice to be furnished by the Government of the United States, and will take whatever measures are required to accomplish the increase in production facilities envisaged in the program.

2. It is mutually understood that the appropriation of funds by the United States Congress for the Facilities Assistance Program was for

¹ Treaties and Other International Acts Series 2849; 4 UST 1876.

the purpose of assisting in the creation of a net addition to European ammunition production capacity. In furtherance of this purpose, the Government of Spain undertakes that, in addition to the new facilities provided for hereunder, it will maintain or cause to be maintained in useable condition a total production capacity for propellants and explosives which shall be not less than the aggregate of that now existing and that already programmed for construction in Spain, whether under private or public ownership.

3. The undertakings in paragraph 1 (b) and in paragraph 2 with respect to the maintenance of facilities is subject to the understanding that should changed conditions make continued compliance with this undertaking either unnecessary as a matter of defense or unfeasible, the Spanish Government may, after consultation with the United States Government, modify this undertaking to accord with such changed conditions.

4. The Government of the United States will, subject to the terms and conditions of any applicable United States legislation, furnish to the Government of Spain such production equipment and technical advice as may be mutually arranged as provided in paragraph (5) hereof.

5. In carrying out the facilities assistance program, our two Governments, acting through their appropriate contracting officers, will enter into supplementary arrangements covering the specific projects involved, which will set forth the nature and amounts of the contributions to be made by the Government of the United States and the Government of Spain, the description and purpose of the facilities to be established, and other appropriate details. Such arrangements may include provisions for the procurement of equipment to be furnished by the United States Government from the Government of Spain under the offshore procurement program, and the transfer of such equipment to the Government of Spain in accordance with the provisions of the Mutual Defense Assistance Agreement.

I propose that if these understandings meet with the approval of the Government of Spain, the present note and your note in reply shall be considered as constituting a confirmation of these arrangements pursuant to Article I, Paragraph 1 of the Mutual Defense Assistance Agreement between our two Governments.

MADRID, April 8, 1954.

The Spanish Minister of Foreign Affairs to the American Ambassador

MINISTERIO DE ASUNTOS EXTERIORES

D. 3

NºM. 348

MADRID, 11 de mayo de 1954.

EXCMO. SEÑOR:

MUY SEÑOR MÍO: Tengo la honra de acusar recibo a V.E. de su Nota Verbal número 358, de fecha 9 de abril último, así como del documento adjunto a la misma, titulado "Propuesta de Acuerdos Bilaterales para un Programa de Ayuda para Instalaciones", en la que me comunica el deseo de su Gobierno de concertar con el de España un Acuerdo para asegurar la participación de mi país en el Programa de Ayuda para Instalaciones destinado a incrementar la capacidad de los países amigos del Occidente de Europa en la producción de pólvoras y explosivos.

En su respuesta, tengo la honra de participar a V.E. que el Gobierno español estaría dispuesto a concertar con el Gobierno de los Estados Unidos un Acuerdo como el que me propone, y tomar como base de negociación del mismo el documento que venía adjunto a la Nota que tengo la honra de contestar a V.E.

Aprovecho esta oportunidad, Señor Embajador, para reiterar a V.E. el testimonio de mi alta consideración

[SEAL]

ALBERTO MARTÍN ARTAJO

Excmo. Sr. JAMES CLEMENT DUNN

*Embajador Extraordinario y Plenipotenciario
de los Estados Unidos de América
Madrid.—*

Translation

MINISTRY OF FOREIGN AFFAIRS

D. 3

No. 348

MADRID, May 11, 1954.

EXCELLENCY:

I have the honor to acknowledge receipt of Your Excellency's note verbale No. 358, dated April 9, 1954, as well as the document enclosed therewith, entitled "Proposed Bilateral Arrangements for a Facilities Assistance Program", in which you inform me of your Government's desire to conclude with that of Spain an agreement to ensure the participation of my country in the Facilities Assistance Program to increase the capacity of friendly Western European countries to produce propellants and explosives.

In reply, I have the honor to inform Your Excellency that the Spanish Government is prepared to conclude with the Government

of the United States an agreement such as the one you propose to me, and to take as a basis for its negotiation the document enclosed with the note which I have the honor to answer.

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

[SEAL]

ALBERTO MARTÍN ARTAJO

His Excellency

JAMES CLEMENT DUNN,

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

The Spanish Minister of Foreign Affairs to the American Ambassador

MINISTERIO DE ASUNTOS EXTERIORES

NºM. 385

MADRID, 19 de mayo de 1954.

EXCMO. SEÑOR:

MUY SEÑOR MFO: Como continuación a mi Nota N° 348, de 11 del actual y con referencia a la de V.E. N° 358, de 9 de abril último, relativas ambas a la participación de España en el Programa de Ayuda para Instalaciones en el Occidente de Europa, destinado a incrementar la capacidad de producción de pólvoras y explosivos de los países amigos y habiendo este Ministerio recibido la conformidad de las autoridades militares competentes al proyecto anejo a la comunicación citada de V.E., tengo la honra de confirmar que el Gobierno español está conforme en concertar un acuerdo a los efectos expresados.

Por tanto y según lo previsto en el apartado 1º artículo 1º del Convenio relativo a la Ayuda para la Mutua Defensa, firmado en 26 de septiembre del pasado año entre nuestros dos Gobiernos y de acuerdo con lo expresado en la repetida Nota de V.E. de 9 de abril, significa a V.E. que su citada Nota y esta presente mía deben considerarse como expresión de la conformidad de ambas partes en dar su aprobación definitiva al Acuerdo anejo a su escrito y cuyo texto español adjunto ha de considerarse como auténtico.

Aprovecho esta oportunidad, señor Embajador, para reiterar a V.E. el testimonio de mi alta consideración.

ALBERTO MARTÍN ARTAJO

Excmo. Señor JAMES CLEMENT DUNN,

Embajador de los Estados Unidos de América.-

TRADUCCION**PROPUESTA DE ACUERDOS BILATERALES PARA UN PROGRAMA
DE AYUDA PARA INSTALACIONES.****EXCMO. SEÑOR:**

Tengo la honra de referirme a recientes conversaciones mantenidas entre representantes de nuestros dos Gobiernos, relativas a un Programa Especial de Ayuda para Instalaciones por el Gobierno de los Estados Unidos al Gobierno de España, que se cumplimentaría de acuerdo con los principios y condiciones establecidos en el Convenio relativo a la Ayuda para Mutua Defensa entre nuestros dos Gobiernos, fechado el 26 de Septiembre de 1953, y complementado por un intercambio de Notas de fecha 26 de Septiembre de 1953 y por aquellos otros Acuerdos aplicables que puedan estar vigentes entre nuestros dos Gobiernos. El propósito de este Programa es el de incrementar la capacidad de España para producir pólvoras y explosivos, ya que se necesita urgentemente tal capacidad incrementada para el desarrollo y mantenimiento de la propia fuerza defensiva de España y de la fuerza defensiva del mundo libre,

Como resultado de estas conversaciones, se ha llegado al siguiente entendimiento:

1.—El Gobierno de España se compromete, en relación con la Ayuda para Instalaciones que ha de ser prestada por los Estados Unidos:

a) A no establecer discriminación en la venta de pólvoras y explosivos frente a ningún país del Tratado del Atlántico Norte con relación al precio que se exige, calidad que se facilita, fechas de entrega, o en cualquier otra forma.

b) A mantener las instalaciones adicionales de que disponga en virtud de la Ayuda que, a tal respecto, le faciliten los Estados Unidos, de forma que estén en situación de producir pólvoras y explosivos rápidamente, cuando se necesiten; pero, hasta ese momento, el equipo facilitado por los Estados Unidos y las referidas instalaciones adicionales podrán ser utilizados para otros fines, a condición de que esta utilización no interfiera con la pronta disponibilidad de tal equipo e instalaciones para la producción de pólvoras y explosivos.

c) A facilitar todos los terrenos, edificios, equipos, materiales y servicio que sean necesarios para las instalaciones adicionales de producción, excepto en lo que se refiera al equipo y al asesoramiento técnico, que facilitará el Gobierno de los Estados Unidos, y a tomar cualesquiera medidas que sean precisas para alcanzar el incremento en las instalaciones de producción previsto en el Programa.

2.-Queda mutuamente entendido que la asignación de fondos por el Congreso de los Estados Unidos para el Programa de Ayuda para Instalaciones se efectuó con el propósito de ayudar a crear un aumento efectivo en la capacidad europea de producción de municiones. Para facilitar la realización de este fin, el Gobierno de España se compromete a que, además de las nuevas instalaciones previstas en estos Acuerdos, mantendrá o hará mantener, en condiciones de utilización, una capacidad de producción total de pólvoras y explosivos no inferior al total de la que actualmente existe, más aquella ya prevista para su realización en España, bajo propiedad oficial o privada.

3.-Los compromisos expresados en el párrafo 1 (b) y en el párrafo 2, respecto al mantenimiento de instalaciones, son a reserva de que, si un cambio en las condiciones hiciese innecesario el cumplimiento continuado de este compromiso en materia de defensa, o impracticable, el Gobierno español podrá, después de consulta con el Gobierno de los Estados Unidos, modificar este compromiso para adaptarlo a dichos cambios de condiciones.

4.-El Gobierno de los Estados Unidos suministrará al Gobierno de España, a reserva de los términos y condiciones de cualquier legislación aplicable de los Estados Unidos, los medios de producción y el asesoramiento técnico que puedan ser mutuamente acordados, de conformidad con el párrafo 5 de este documento.

5.-Al desarrollar el Programa de Ayuda para Instalaciones, nuestros dos Gobiernos, actuando por medio de sus funcionarios contratantes competentes, concertarán Acuerdos suplementarios que cubran los proyectos detallados en cuestión, que expresarán la naturaleza y cantidad de las aportaciones que deberán hacer el Gobierno de los Estados Unidos y el Gobierno de España, la descripción y el propósito de las instalaciones a establecer, y otros detalles apropiados. Estos Acuerdos podrán incluir disposiciones para el suministro de equipo a entregar por el Gobierno de Estados Unidos procurado del Gobierno de España conforme al programa de suministros "offshore", y la transferencia de dicho equipo al Gobierno de España conforme a las disposiciones del Convenio relativo a la Ayuda para la Mutua Defensa.

Propongo que si lo expuesto es aprobado por el Gobierno de España, la Nota presente y su Nota de respuesta sean consideradas como constituyendo una confirmación de estos Acuerdos, conforme al Artículo I, párrafo 1 del Convenio relativo a la Ayuda para la Mutua Defensa entre nuestros dos Gobiernos.

MADRID, 8 de Abril de 1954.

Translation

MINISTRY OF FOREIGN AFFAIRS

No. 385

MADRID, May 19, 1954.

EXCELLENCY:

With reference to my note No. 348 of the 11th of this month and to Your Excellency's note No. 358 of April 9, 1954, both relating to Spain's participation in the Facilities Assistance Program for Western Europe to increase the capacity of friendly countries to produce propellants and explosives, since this Ministry has received the agreement of the competent military authorities to the draft enclosed with Your Excellency's aforementioned communication, I have the honor to confirm that the Spanish Government is prepared to conclude an agreement for the purposes stated.

Therefore, pursuant to paragraph 1, Article 1, of the Mutual Defense Assistance Agreement, signed by our two Governments on September 26, 1953, and in accordance with the contents of Your Excellency's note of April 9, I wish to inform Your Excellency that your note and this reply are to be regarded as expressing the willingness of both parties to give their definitive approval to the arrangement enclosed with your communication, the attached Spanish text of which must be considered authentic.^[1]

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

ALBERTO MARTÍN ARTAJO

His Excellency JAMES CLEMENT DUNN,
Ambassador of the United States of America.

¹ For the English language text of the arrangements, see *ante*, p. 2379.

TIAS 3099
Oct. 5, 1954

FREE TERRITORY OF TRIESTE

**Administration of Zones A and B
by Italian and Yugoslav Governments**

**Understanding, with Annexes, between the
UNITED STATES OF AMERICA, the UNITED
KINGDOM, ITALY, and YUGOSLAVIA**

- Dated at London October 5, 1954
- Entered into force October 5, 1954

and

Related Notes

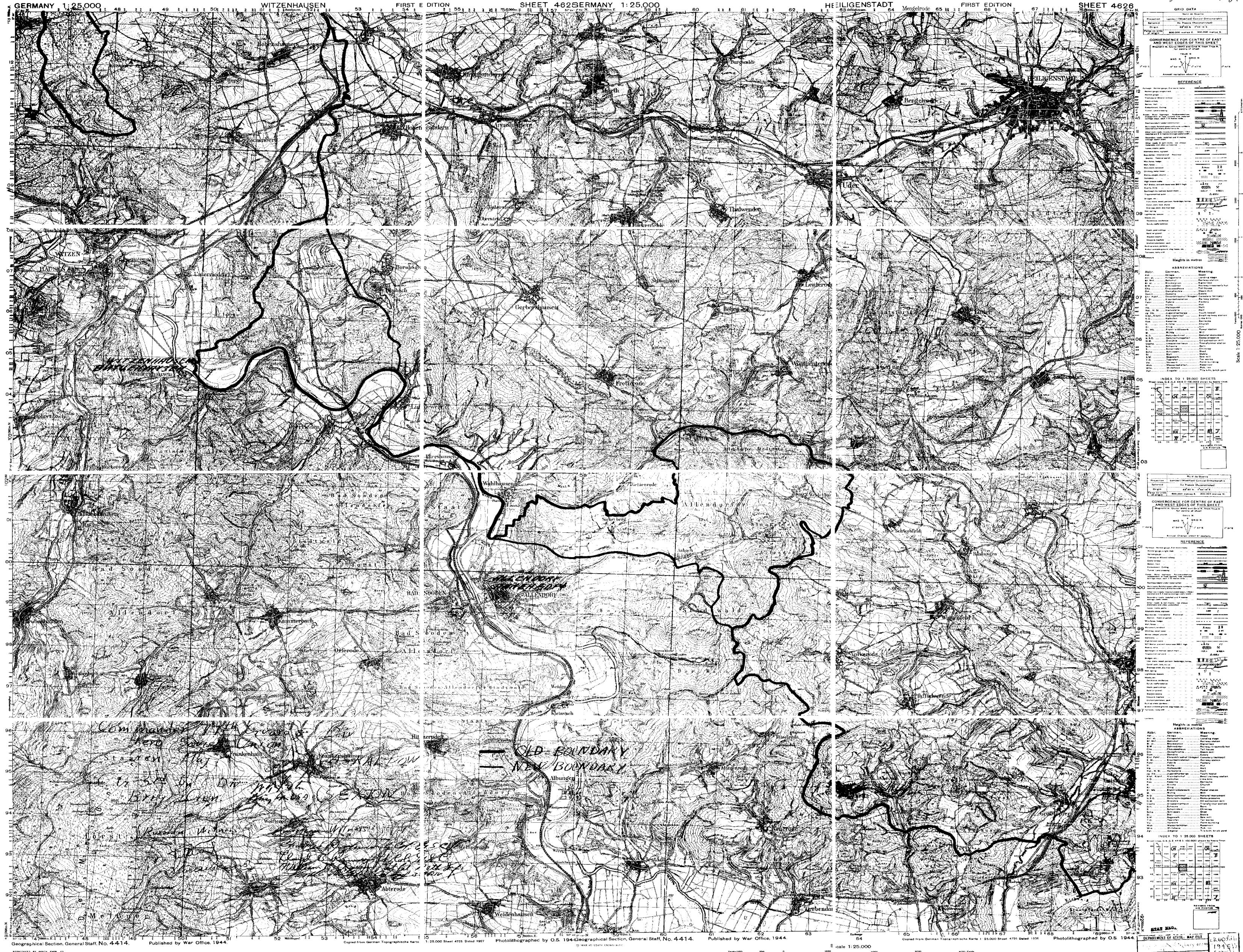
- Signed at London October 5, 1954

MEMORANDUM OF UNDERSTANDING BETWEEN THE GOVERNMENTS OF ITALY, THE UNITED KINGDOM, THE UNITED STATES AND YUGOSLAVIA REGARDING THE FREE TERRITORY OF TRIESTE

1. Owing to the fact that it has proved impossible to put into effect the provisions of the Italian Peace Treaty [¹] relating to the Free Territory of Trieste, the Governments of the United Kingdom, the United States and Yugoslavia have maintained since the end of the war military occupation and government in Zones A and B of the Territory. When the Treaty was signed, it was never intended that these responsibilities should be other than temporary and the Governments of Italy, the United Kingdom, the United States and Yugoslavia, as the countries principally concerned, have recently consulted together in order to consider how best to bring the present unsatisfactory situation to an end. As a result they have agreed upon the following practical arrangements.
2. As soon as this Memorandum of Understanding has been initialled and the boundary adjustments provided by it have been carried out, the Governments of the United Kingdom, the United States and Yugoslavia will terminate military government in Zones A and B of the Territory. The Governments of the United Kingdom and the United States will withdraw their military forces from the area north of the new boundary and will relinquish the administration of that area to the Italian Government. The Italian and Yugoslav Governments will forthwith extend their civil administration over the area for which they will have responsibility.
3. The boundary adjustments referred to in paragraph 2 will be carried out in accordance with the map at Annex I. A preliminary demarcation will be carried out by representatives of Allied Military Government and Yugoslav Military Government as soon as this Memorandum of Understanding has been initialled and in any event within three weeks from the date of initialling. The Italian and Yugoslav Governments will immediately appoint a Boundary Commission to effect a more precise demarcation of the boundary in accordance with the map at Annex I.

¹ Treaties and Other International Acts Series 1648; 61 Stat., pt. 2, p. 1245.

4. The Italian and Yugoslav Governments agree to enforce the Special Statute contained in Annex II.
5. The Italian Government undertakes to maintain the Free Port at Trieste in general accordance with the provisions of Articles 1-20 of Annex VIII of the Italian Peace Treaty.
6. The Italian and Yugoslav Governments agree that they will not undertake any legal or administrative action to prosecute or discriminate against the person or property of any resident of the areas coming under their civil administration in accordance with this Memorandum of Understanding for past political activities in connexion with the solution of the problem of the Free Territory of Trieste.
7. The Italian and Yugoslav Governments agree to enter into negotiations within a period of two months from the date of initialling of this Memorandum of Understanding with a view to concluding promptly an agreement regulating local border traffic, including facilities for the movement of the residents of border areas by land and by sea over the boundary for normal commercial and other activities and for transport and communications. This agreement shall cover Trieste and the area bordering it. Pending the conclusion of such agreement, the competent authorities will take, each within their respective competence, appropriate measures in order to facilitate local border traffic.
8. For a period of one year from the date of initialling of this Memorandum of Understanding persons formerly resident ("pertinenti"—"zavičajni") in the areas coming under the civil administration either of Italy or of Yugoslavia shall be free to return immediately thereto. Any persons so returning, as also any such who have already returned, shall enjoy the same rights as the other residents of these areas. Their properties and assets shall be at their disposal, in accordance with existing law, unless disposed of by them in the meantime. For a period of two years from the date of initialling of this Memorandum of Understanding, persons formerly resident in either of these areas and who do not intend returning thereto, and persons presently resident in either area who decide within one year from the date of initialling of this Memorandum of Understanding to give up such residence, shall be permitted to remove their movable property and transfer their funds. No export or import duties or any other tax will be imposed in connexion with the moving of such property. Persons wherever resident who decide to sell their movable and immovable property within two years from the date of initialling of this Memorandum of Understanding will have the sums realised from the sale of such property deposited in special accounts with the





National Banks of Italy or Yugoslavia. Any balance between these two accounts will be liquidated by the two Governments at the end of the two year period. Without prejudice to the immediate implementation of the provisions of this paragraph the Italian and Yugoslav Governments undertake to conclude a detailed agreement within six months of the date of initialling of this Memorandum of Understanding.

9. This Memorandum of Understanding will be communicated to the Security Council of the United Nations.

LONDON, *the 5th of October, 1954.*

L. E T.

(Llewellyn E. Thompson)

M B

(Manlio Brosio)

G. W. H.

(Geoffrey W. Harrison)

V V

(Dr. Vladimir Velebit)

ANNEX II.SPECIAL STATUTE

Whereas it is the common intention of the Italian and Yugoslav Governments to ensure human rights and fundamental freedoms without discrimination of race, sex, language and religion in the areas coming under their administration under the terms of the present Memorandum of Understanding, it is agreed:

1. In the administration of their respective areas the Italian and Yugoslav authorities shall act in accordance with the principles of the Universal Declaration of Human Rights adopted by the General Assembly of the United Nations on the 10th of December, 1948, so that all inhabitants of the two areas without discrimination may fully enjoy the fundamental rights and freedoms laid down in the aforesaid Declaration.
2. The members of the Yugoslav ethnic group in the area administered by Italy and the members of the Italian ethnic group in the area administered by Yugoslavia shall enjoy equality of rights and treatment with the other inhabitants of the two areas.

This equality implies that they shall enjoy:

- (a) equality with other citizens regarding political and civil rights as well as other human rights and fundamental freedoms guaranteed by Article 1;
- (b) equal rights in acquiring or performing any public services, functions, professions and honours;
- (c) equality of access to public and administrative office; in this regard the Italian and Yugoslav administrations will be guided by the principle of facilitating for the Yugoslav ethnic group and for the Italian ethnic group, respectively, under their administration a fair representation in administrative positions, and especially in those fields, such as the inspectorate of schools, where the interests of such inhabitants are particularly involved;
- (d) equality of treatment in following their trade or profession in agriculture, commerce, industry or any other field, and in organising and operating economic associations and organisations for this purpose. Such equality of treatment shall concern also taxation. In this regard persons now engaged in a trade or profession who do not possess the requisite diploma or certificate for carrying on such activities, shall have four

years from the date of initialling of the present Memorandum of Understanding within which to acquire the necessary diploma or certificate. They will not be prevented from exercising their trade or profession because of failure to have the requisite documents unless they have failed to acquire them within the aforementioned four year period;

- (e) equality of treatment in the use of languages as defined in Article 5 below;
- (f) equality with other citizens in the general field of social assistance and pensions (sickness benefits, old age and disability pensions including disabilities resulting from war, and pensions to the dependents of those killed in war).

3. Incitement to national and racial hatred in the two areas is forbidden and any such act shall be punished.

4. The ethnic character and the unhampered cultural development of the Yugoslav ethnic group in the Italian administered area and of the Italian ethnic group in the Yugoslav administered area shall be safeguarded.

- (a) They shall enjoy the right to their own press in their mother tongue;
- (b) the educational, cultural, social and sports organisations of both groups shall be free to function in accordance with the existing laws. Such organisations shall be granted the same treatment as those accorded to other corresponding organisations in their respective areas, especially as regards the use of public buildings and radio and assistance from public financial means; and the Italian and Yugoslav authorities will endeavour to ensure to such organisations the continued use of the facilities they now enjoy, or of comparable facilities;
- (c) kindergarten, primary, secondary and professional school teaching in the mother tongue shall be accorded to both groups. Such schools shall be maintained in all localities in the Italian administered area where there are children members of the Yugoslav ethnic group, and in all localities in the Yugoslav administered area where there are children members of the Italian ethnic group. The Italian and Yugoslav Goverments agree to maintain the existing schools as set out in the list attached hereto for the ethnic groups in the area under their administration and will consult in the Mixed Committee provided for in the final Article of this Statute before closing any of these schools.

Such schools shall enjoy equality of treatment with other schools of the same type in the area administered, respectively, by Italy and Yugoslavia as regards provision of textbooks, buildings and other material means, the number and position of

teachers and the recognition of diplomas. The Italian and Yugoslav authorities shall endeavour to ensure that the teaching in such schools will be performed by teachers of the same mother tongue as the pupils.

The Italian and Yugoslav authorities will promptly introduce whatever legal prescriptions may be necessary so that the permanent organisation of such schools will be regulated in accordance with the foregoing provisions. Italian speaking teachers, who on the date of the initialling of the present Memorandum of Understanding are employed as teachers in the educational system of the Yugoslav administered area and Slovene speaking teachers who on the said date are employed as teachers in the educational system of the Italian administered area shall not be dismissed from their positions for the reason that they do not possess the requisite teaching diploma. This extraordinary provision shall not be used as a precedent or be claimed to apply to any cases other than the categories specified above. Within the framework of their existing laws the Yugoslav and Italian authorities will take all reasonable measures to give the aforementioned teachers an opportunity, as provided in Article 2(d) above, to qualify for the same status as regular members of the teaching staff.

The educational programmes of such schools must not be directed at interfering with the national character of the pupils.

5. Members of the Yugoslav ethnic group in the area administered by Italy and members of the Italian ethnic group in the area administered by Yugoslavia shall be free to use their language in their personal and official relations with the administrative and judicial authorities of the two areas. They shall have the right to receive from the authorities a reply in the same language; in verbal replies, either directly or through an interpreter; in correspondence, a translation of the replies at least is to be provided by the authorities.

Public documents concerning members of these ethnic groups, including court sentences, shall be accompanied by a translation in the appropriate language. The same shall apply to official announcements, public proclamations and publications.

In the area under Italian administration inscriptions on public institutions and the names of localities and streets shall be in the language of the Yugoslav ethnic group as well as in the language of the administering authority in those electoral districts of the Commune of Trieste and in those other communes where the members of that ethnic group constitute a significant element (at least one quarter) of the population; in those communes in the area under Yugoslav administration where the members of the Italian ethnic group are a significant element (at least one quarter) of the population such

inscriptions and names shall be in Italian as well as in the language of the administering authority.

6. The economic development of the Yugoslav ethnic population in the Italian administered area and of the Italian ethnic population in the Yugoslav administered area shall be secured without discrimination and with a fair distribution of the available financial means.

7. No change should be made in the boundaries of the basic administrative units in the areas which come under the civilian administration of Italy or Yugoslavia with a view to prejudicing the ethnic composition of the units concerned.

8. A special Mixed Yugoslav-Italian Committee shall be established for the purpose of assistance and consultation concerning problems relating to the protection of the Yugoslav ethnic group in the area under Italian administration and of the Italian ethnic group in the area under Yugoslav administration. The Committee shall also examine complaints and questions raised by individuals belonging to the respective ethnic groups concerning the implementation of this Statute.

The Yugoslav and Italian Governments shall facilitate visits by the Committee to the area under their administration and grant it every facility for carrying out its responsibilities.

Both Governments undertake to negotiate forthwith detailed regulations governing the functioning of the Committee.

LONDON, *the 5th of October, 1954.*

M BROSIO

(Manlio Brosio)

VLADIMIR VELEBIT

(Dr. Vladimir Velebit)

LIST OF EXISTING SCHOOLS

Referred to in Article 4 (c) of Annex II
 (Special Statute) of Memorandum of Understanding

I Slovene Schools presently functioning in the area coming under
 the administration of Italy in accordance with the Memorandum
 of Understanding

1. *Kindergartens*

a) Municipality of Trieste (Trst):

Barcola (Barkovlje)	Via San Fortunato 1, Greta <small>(Greta)</small>
---------------------	--

San Giovanni (Sv. Ivan)	San Giacomo (Sv. Jakob)
-------------------------	-------------------------

Servola (Skedenj)	San Saba (Sv. Sobota)
-------------------	-----------------------

Longera (Lonjer)	Basovizza (Basovica)
------------------	----------------------

Trebiciano (Trebce)	Villa Opicina (Opcine)
---------------------	------------------------

S. Croce (Sv. Kriz)	Prosecco (Prosek)
---------------------	-------------------

b) Commune of Duino-Aurisina (Devin-Nabrezina):

Malchina (Mavhinje)
Aurisina (Nabrezina)
Duino (Devin)

c) Commune of Sgonico (Zgonik):

Sgonico (Zgonik)
Gabrovizza (Gabrovica)

d) Commune of Monrupino (Repentabor):

Monrupino (Repentabor)

e) Commune of S. Dorligo della Valle (Dolina):

S. Dorligo d. Valle (Dolina)	Bagnoli della Rosandra <small>(Boljunc)</small>
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S. Antonio in Bosco (Borst)	Domio (Domjo)
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2. *Elementary Schools*

a) Municipality of Trieste (Trst):

S. Giacomo (Sv. Jakob)	Via S. Francesco (Ul. Sv. <small>Franciska)</small>
------------------------	--

Via Donadoni (Ul. Donadoni)	Servola (Skedenj)
-----------------------------	-------------------

Cattinara (Katinara)	Rioano (Rojan)
----------------------	----------------

S. Anna (Sv. Ana)	S. Giovanni (Sv. Ivan)
-------------------	------------------------

Barcola (Barkovlje)	Villa Opicina (Opcine)
---------------------	------------------------

Prosecco (Prosek)	S. Croce (Sv. Kriz)
-------------------	---------------------

Trebiciano (Trebce)	Gropada (Gropada)
---------------------	-------------------

Basovizza (Bazovica)	
----------------------	--

- b) Commune of Duino-Aurisina
(Devin-Nabrezina):
- | | |
|------------------------|-------------------------------|
| Aurisina (Nabrezina) | Sistiana (Sesljan) |
| Duino (Devin) | S. Giovanni di Duino (Stivan) |
| Medeazza (Medja vas) | Ceroglie (Cerovlje) |
| Malchina (Mavhinje) | Slivia (Slivno) |
| S. Pelaggio (Sempolaj) | |
- c) Commune of Sgonico (Zgonik): Sales (Salez)
Sgonico (Zgonik)
Gabrovizza (Gabrovica)
- d) Commune of Monrupino
(Repentabor): Monrupino (Repentabor)
- e) Commune of San Dorligo
della Valle (Dolina):
- | | |
|---------------------------------|--|
| S. Dorligo della Valle (Dolina) | Bagnoli della Rosandra
(Boljunc) |
| S. Antonio in Bosco (Borst) | S. Giuseppe della Chiusa
(Ricmanje) |
| Domio (Domjo) | Caresana (Mackovlje) |
| Pese (Pesek) | |
- f) Commune of Muggia (Milje): Stramare (Stramar)
S. Barbara (Sv. Barbara)

3. Professional Schools and Courses

- a) Municipality of Trieste (Trst):
- | |
|--|
| Industrial Professional School at Roiano (Rojan) |
| Industrial Professional School at S. Giovanni (Sv. Ivan) |
| Two-Year Industrial Professional Course at Villa Opicina
(Opcine) |
| Two-Year Commercial Professional Course at Prosecco
(Prosek) |
| Two-Year Commercial Professional Course at Cattinara
(Katinara) |
| Professional Course at S. Croce (Sv. Kriz) |
- b) Commune of Duino-Aurisina (Devin-Nabrezina):
- | |
|--|
| Two-Year Industrial Professional Course at Aurisina
(Nabrezina) |
|--|
- c) Commune of S. Dorligo della Valle (Dolina):
- | |
|--|
| Two-Year Industrial Professional Course at S. Dorligo
d. Valle (Dolina) |
|--|
- The above-mentioned professional courses shall be changed into professional schools in accordance with the Italian law.

4. *Secondary Schools*—Trieste (Trst):

Junior High School

Via delle Scuole Nuove-S. Giacomo (Sv. Jakob).

Senior High School

Via Lazzaretto Vecchio, 9.

State Teachers' School

Piazzale Gioberti-S. Giovanni (Sv. Ivan).

Commercial Academy

Piazzale Gioberti, S. Giovanni (Sv. Ivan).

II Italian Schools presently functioning in the area coming under the administration of Yugoslavia in accordance with the Memorandum of Understanding

1. *Kindergartens*

Kopar (Capodistria)

2. Italian classes in Kindergartens in:

Izola (Isola d'Istria)

Piran (Pirano)

Buje (Buie)

Secovlje (Sicciole)

Novigrad (Cittanova)

Umag (Umago)

3. *Elementary Schools*

Umag (Umago)

Brtonigla (Verteneglio)

Kostajnica (Castagna)

Novigrad (Cittanova)

Kopar (Capodistria)

Piran (Pirano)

Sv. Lucija (S. Lucia)

Secovlje (Sicciole)

Buje (Buie)

Grozjan (Grisignana)

Momjan (Momiano)

Sv. Nikolaj (S. Nicolo)

Izola (Isola d'Istria)

Prade (Prade)

Semedela (Semedella)

Strunjan (Strignano)

4. *Professional Schools*

Kopar (Capodistria)

Izola (Isola d'Istria)

Secovlje (Sicciole)

Buje (Buie)

Umag (Umago)

Novigrad (Cittanova)

Italian Division of Trade School for Girls (Three-year course)
at Kopar (Capodistria)

5. *Secondary Schools*

Classical High School (eight years)—Kopar (Capodistria)
Scientific High School (eight years) Piran (Pirano)
Commercial Technical School (two years)
Izola (Isola d'Istria)

*The American Ambassador to Austria to the Italian Ambassador
to the United Kingdom [¹]*

OCTOBER 5, 1954

DEAR MR. AMBASSADOR:

My Government refers to the decision recorded in the Memorandum of Understanding of the 5th of October, 1954 between the Governments of Italy, the United Kingdom, the United States and Yugoslavia by the terms of which responsibility for the area of the Free Territory of Trieste administered by the United Kingdom–United States Military Government will be relinquished by it and assumed by Italy. In order to assure that the termination of Military Government and the assumption of administration by Italy as well as the withdrawal of United Kingdom and United States troops and entry of Italian troops take place promptly and smoothly, it is proposed that the Italian Government designate a representative to meet at an early date with the Commander of the United Kingdom–United States Zone to formulate the pertinent arrangements. My Government hopes to be able to carry out these steps within one month of the date of initialling of the Memorandum of Understanding.

Yours sincerely,

LLEWELLYN E. THOMPSON

His Excellency

Signor MANLIO BROSIO,
*Ambassador Extraordinary and
Plenipotentiary,
Italian Embassy,
London, England.*

¹ Identical British note, *mutatis mutandis*, to the Italian Ambassador, dated Oct. 5, 1954; not printed.

*The Italian Ambassador to the United Kingdom to the American
Ambassador to Austria*

ITALIAN EMBASSY

4160

LONDON, 5th October, 1954

DEAR MR. THOMPSON,

It give me pleasure to acknowledge receipt of your letter of 5th October, 1954.

My Government has designated General Edmondo de Renzi as its representative to meet with the Commander of the United Kingdom—United States Zone of the Free Territory of Trieste to formulate the arrangements for the change in administration in that area of the Free Territory of Trieste for which Italy will assume responsibility. It is understood that as soon as the boundary adjustments have been carried out the entry of Italy troops will take place at the time specified in these arrangements and simultaneously with the final withdrawal of British and American forces and the assumption of responsibility by Italy.

Yours sincerely,

MANLIO BROSIO

LLEWELLYN E. THOMPSON, Esq.,
*American Embassy,
London.*

TIAS 3100 TRADE-MARKS
Nov. 3, 1953
and Oct. 25 and
Nov. 22, 1954

**Declaration between the
UNITED STATES OF AMERICA
and VIET-NAM**

- Effectuated by Exchange of Notes
Signed at Washington November 3, 1953,
and October 25, 1954
- Entered into force October 25, 1954

and

Note signed November 22, 1954

The Secretary of State to the Vietnamese Ambassador

DEPARTMENT OF STATE

WASHINGTON

November 3 1953

EXCELLENCY:

I have the honor to refer to Article 6 of Vietnamese Ordinance No. 5 of April 1, 1952 (Regulation of Trade-marks) which provides that those whose establishments are located outside of Viet-Nam shall be entitled to the benefits of the Ordinance ". . . if, in the countries where they are located, diplomatic agreements have established reciprocity for Vietnamese trade-marks."

Accordingly, with a view to informing the Government of Viet-Nam of the trade-mark rights which are afforded to nationals of Viet-Nam in the United States of America, the attention of your Excellency is invited to the United States Trade-Mark Act of July 5, 1946 (60 Stat. 427).^[1] Under this law, any foreign national, regardless of domicile, is entitled to a trade-mark registration in the United States of America, upon compliance with the same requirements of the law and subject to the same conditions which are applicable to citizens of the United States of America, and irrespective of whether such trade-mark is registered or not for the applicant outside the United States of America. There is no distinction in the law based upon citizenship, nationality, residence, or location of a business establishment, except that a trade-mark applicant not domiciled in the United States of America is required in all cases to designate the name of a person resident in the United States of America for the possible service of papers in proceedings affecting the trade-mark. Consequently, any person, including one whose business establishment is located in Viet-Nam, may apply for and obtain, assuming he meets the other qualifications of the law, the registration of his trade-mark, and thereby receive the protection provided for by this law.

In view of the applicability of the trade-mark law of the United States of America, the Government of the United States of America would greatly appreciate the Government of Viet-Nam stating its assurances that nationals of the United States of America, regardless of domicile or place of business, are entitled to the benefits of Ordinance No. 5 of April 1, 1952. If such assurances are stated, by the Government of Viet-Nam, the Government of the United States of America is prepared, should this procedure be acceptable to the Gov-

¹ 15 U.S.C. § 1051 *et seq.*

ernment of Viet-Nam, to regard the present note and your Excellency's reply conveying these assurances as constituting a definitive statement by the two Governments respecting existing trade-mark rights of the nationals of the other.

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

For the Secretary of State:

SAMUEL C. WAUGH

His Excellency

TRAN VAN KHA,

Ambassador of Viet-Nam.

The Vietnamese Ambassador to the Secretary of State

No. DL 174

OCTOBER 25, 1954

MISTER SECRETARY:

I have the honour to refer to your note of November 3, 1953, on the meaning and the applicability to give to Article Six of Ordinance No. Five of April 1, 1952, on the protection of trademarks.

In as much as the United States Trade Mark Act of July 5, 1946, grants to Vietnamese citizens the right of registering and the same protection of trademarks as is given to citizens of the United States, the Government of Viet Nam can guarantee that nationals of the United States can benefit from Ordinance No. Five of April 1, 1952.

However, Vietnamese law requires that the organization concerned be situated in the United States itself.

The Government of Viet Nam is ready to consider the note of the Government of the United States of November 3, 1953, and the present note, with the indicated reservation, as constituting a declaration by the two governments respecting the rights of nationals of the two countries concerning trademark protection.

I wish to avail myself of this opportunity to renew to you, Mister Secretary, the assurances of my highest consideration.

TRAN VAN CHUONG

Tran van Chuong
Ambassador of Viet Nam

The Honorable

JOHN FOSTER DULLES

Secretary of State

Washington 25, D.C.

The Secretary of State to the Vietnamese Ambassador

DEPARTMENT OF STATE

WASHINGTON

November 22 1954

EXCELLENCY:

I have the honor to refer to your note of October 25, 1954 relating to the protection of trade-marks.

It is noted that Vietnamese law requires that the organization concerned be situated in the United States.

The note of the Government of the United States of November 3, 1953 and your note of October 25, 1954 are considered as constituting a declaration by the two Governments respecting the rights of nationals of the two countries concerning trade-mark protection.

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

For the Secretary of State:

THORSTEN V. KALIJARVI

His Excellency

TRAN VAN CHUONG,

Ambassador of Viet-Nam.

TIAS 3101
Nov. 19, 1954

MUTUAL SECURITY

Transfer of Military Equipment and Supplies

Agreement between the
UNITED STATES OF AMERICA
and JAPAN

- Effectuated by Exchange of Notes
Signed at Tokyo November 19, 1954
- Entered into force November 19, 1954

相互防衛援助協定の規定に基き、かつ、前記の法律の条件に従つて
譲渡されるものであるといふ日本国政府の了解を確認いたします。

本大臣は、以上を申し進めるに際し、ここに重ねて閣下に向つて
敬意を表します。

昭和二十九年十一月十九日

外務大臣

岡崎勝



日本国駐在アメリカ合衆国特命全権大使

ジョン・M・アリソン 閣下

The Japanese Minister for Foreign Affairs to the American Ambassador

書簡をもつて啓上いたします。本大臣は、アメリカ合衆国議会による千九百五十四年の相互安全保障法の立法に言及する光榮を有します。

前記の法律の第百八条は、アメリカ合衆国大統領に対し、日本国の国内の安全保障上の必要を満たすためのものとして日本国に向けることを予定されていた合衆国の軍用装備及び需品を日本国政府に譲渡する権限を与えていきます。

よつて、日本国政府は、相互安全保障法第百八条に掲げる装備及び需品が日本国政府の使用に供されるよう要請します。

日本国政府は、前記の法律の第百八条に掲げる装備及び需品が昭和二十九年三月八日に署名された日本国とアメリカ合衆国との間の

Translation

NOVEMBER 19, 1954

MR. AMBASSADOR,

I have the honor to refer to the enactment by the Congress of the United States of America of the Mutual Security Act of 1954.^[1]

Section 108 of that Act authorizes the President of the United States of America to transfer to the Government of Japan certain United States military equipment and supplies programed for Japan to meet its internal security requirements.

The Government of Japan, therefore, requests that the equipment and supplies referred to under Section 108 of the Mutual Security Act of 1954 be made available to it.

The Government of Japan desires to confirm its understanding that any equipment and supplies referred to under Section 108 of the above-mentioned Act will be transferred subject to the provisions of the Mutual Defense Assistance Agreement between Japan and the United States of America signed on March 8, 1954,^[2] and in accordance with the terms and conditions of the said Act.

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

KATSUO OKAZAKI
Minister for Foreign Affairs

His Excellency

JOHN M. ALLISON,

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

The American Ambassador to the Japanese Minister for Foreign Affairs

THE FOREIGN SERVICE
OF THE
UNITED STATES OF AMERICA

AMERICAN EMBASSY,
Tokyo, November 19, 1954.

No. 909
EXCELLENCY:

I have the honor to refer to Your Excellency's note of November 19, 1954 concerning the transfer of equipment and supplies under Section 108 of the Mutual Security Act of 1954. The Government of the United States of America notes and accedes to the request of the

¹ 68 Stat. 832.

² Treaties and Other International Acts Series 2957; 5 UST 661.

Government of Japan for the transfer of equipment and supplies under Section 108 of such Act.

The Government of the United States of America also desires to confirm its understanding that any equipment and supplies referred to under Section 108 of the above-mentioned Act will be transferred subject to the provisions of the Mutual Defense Assistance Agreement between the United States of America and Japan signed on March 8, 1954, and in accordance with the terms and conditions of the said Act.

I have further the honor to propose that necessary arrangements for the execution of the above-mentioned transfer be made between the designated authorities of the two Governments. If this proposal is acceptable to the Government of Japan, the Government of the United States of America hereby designates the Chief, Military Assistance Advisory Group, Japan, or his appointees, as such authorities on the part of the Government of the United States of America.

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

JOHN M. ALLISON

His Excellency,
KATSUO OKAZAKI,
Minister for Foreign Affairs,
Tokyo.

The Japanese Minister for Foreign Affairs to the American Ambassador

書簡をもつて啓上いたします。本大臣は、千九百五十四年の相互
安全保障法第百八条の規定に基く装備及び需品の譲渡に関する本日
付の閣下の書簡を受領したことを確認する光榮を有します。

本大臣は、日本国政府が前記の書簡の第三項に述べられている提
案を受諾するものであること及び防衛庁長官又はその指名する者を
前記の書簡に示されている目的のための日本国政府の当局に指定す
ることを閣下に通報いたしたいと思います。

本大臣は、以上を申し進めるに際し、ここに重ねて閣下に向つて
敬意を表します。

昭和二十九年十一月十九日

外務大臣

岡野勝

勝

勝



日本國駐在アメリカ合衆国特命全權大使

ジョン・M・アリソン 閣下

Translation

NOVEMBER 19, 1954

MR. AMBASSADOR,

I have the honor to acknowledge receipt of Your Excellency's note of this date, concerning the transfer of equipment and supplies under Section 108 of the Mutual Security Act of 1954.

I wish to inform Your Excellency that the proposal made in the third paragraph of the above-mentioned note is acceptable to the Government of Japan and that the Director General of the Defense Agency, or his appointees, are designated as the authorities on the part of the Government of Japan for the purpose indicated in the note under reference.

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

KATSUO OKAZAKI
Minister for Foreign Affairs

His Excellency

JOHN M. ALLISON,

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

MUTUAL DEFENSE ASSISTANCE

TIAS 3102
Nov. 23, 1954

Facilities Assistance Program

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

- Effectuated by Exchange of Notes
Signed at Brussels November 23, 1954
- Entered into force November 23, 1954

and

Agreed Minute

*The American Ambassador to the Belgian Minister for
Foreign Affairs*

AMERICAN EMBASSY
Brussels, November 23, 1954

No. 526

EXCELLENCY:

I have the honor to refer to recent discussions between representatives of our two Governments concerning a special program of facilities assistance by the Government of the United States of America to the Government of Belgium to be carried out in accordance with the principles and conditions set forth in the Mutual Defense Assistance Agreement between our two Governments, dated January 27, 1950,[¹] as supplemented by an exchange of notes dated January 7, 1952,[²] and such other applicable agreements as may be in force between our two Governments. The purpose of this program is to increase the capacity of Belgium to produce propellants and explosives, such increased capacity being urgently needed for the mutual defense of the North Atlantic Treaty countries.

As a result of these discussions, the following understandings were arrived at:

- (1) The Government of Belgium undertakes that in connection with the facilities assistance to be furnished by the United States:
 - (a) It will not discriminate in the sale of propellants and explosives against any North Atlantic Treaty country in terms of the price charged, and the quality made available, delivery dates, or in any other manner.
 - (b) It will maintain the additional facilities made available through United States assistance so that they will be in a condition to produce propellants and explosives promptly when they may be required; but pending such time, equipment furnished by the United States and such additional facilities may be used for other purposes, provided such use will not interfere with the ready availability of such equipment and facilities for the production of propellants and explosives.

¹Treaties and Other International Acts Series 2010; 1 UST 1.

²TIAS 2601; 3 UST, pt. 4, p. 4529.

- (c) It will furnish all of the land, buildings, equipment, materials, and services required for the additional production facilities, except for the equipment and technical advice to be furnished by the Government of the United States of America, and will take whatever measures are required to accomplish the increase in production facilities envisaged in the program.
- (2) It is mutually understood that the appropriation of funds by the United States Congress for the Facilities Assistance Program was for the purpose of assisting in the creation of a net addition to European ammunition production capacity. In furtherance of this purpose, the Government of Belgium undertakes that, in addition to the new facilities provided for hereunder, it will maintain or cause to be maintained in useable condition a total production capacity for propellants and explosives which shall not be less than the aggregate of that now existing and that already programmed for construction in Belgium whether under private or public ownership.
- (3) The undertakings in Paragraph 1(b) and in Paragraph 2 with respect to the maintenance of facilities are subject to the understanding that should changed conditions make continued compliance with this undertaking either unnecessary as a matter of defense or unfeasible, the Government of Belgium may, after consultation with the Government of the United States of America, modify this undertaking to accord with such changed conditions.
- (4) The Government of the United States of America will, subject to the terms and conditions of any applicable United States legislation, furnish to the Government of Belgium such production equipment and technical advice as may be mutually arranged as provided in Paragraph 5 hereof.
- (5) In carrying out the Facilities Assistance Program, our two Governments, acting through their appropriate contracting officers, will enter into supplementary arrangements covering the specific projects involved, which will set forth the nature and amounts of the contributions to be made by the Government of the United States of America and the Government of Belgium, the description and purpose of the facilities to be established, and other appropriate details. Such arrangements may include provisions for the procurement of equipment to be furnished by the Government of the United States of America from the Government of Belgium under the Offshore Procure-

ment Program, and the transfer of such equipment to the Government of Belgium in accordance with the provisions of the Mutual Defense Assistance Agreement.

I propose that if these understandings meet with the approval of the Government of Belgium, the present note and your note in reply shall be considered as constituting a confirmation of these arrangements pursuant to Article I, Paragraph 1 of the Mutual Defense Assistance Agreement between our two Governments.

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

F. M. ALGER, Jr.

His Excellency

M. PAUL-HENRI SPAAK

Minister for Foreign Affairs

*The Belgian Minister for Foreign Affairs to the American
Ambassador*

MINISTÈRE DES AFFAIRES ÉTRANGÈRES
ET DU COMMERCE EXTÉRIEUR

Direction Générale
du
Commerce Extérieur

B5/OS/07321

BRUXELLES, le 23-11-1954

MONSIEUR L'AMBASSADEUR,

Par lettre en date de ce jour, Votre Excellence a bien voulu me communiquer ce qui suit:

"I have the honor to refer to recent discussions between representatives of our two Governments concerning a special program of facilities assistance by the Government of the United States of America to the Government of Belgium to be carried out in accordance with the principles and conditions set forth in the Mutual Defense Assistance Agreement between our two Governments, dated January 27, 1950, as supplemented by an exchange of notes dated January 7, 1952, and such other applicable agreements as may be in force between our two Governments. The purpose of this program is to increase the capacity of Belgium to produce propellants and explosives, such increased capacity being urgently needed for the mutual defense of the North Atlantic Treaty countries.

As a result of these discussions, the following understandings were arrived at:

- (1) The Government of Belgium undertakes that in connection with the facilities assistance to be furnished by the United States:
 - (a) It will not discriminate in the sale of propellants and explosives against any North Atlantic Treaty country in terms of the price charged, and the quality made available, delivery dates, or in any other manner.
 - (b) It will maintain the additional facilities made available through United States assistance so that they will be in a condition to produce propellants and explosives promptly when they may be required; but pending such time, equipment furnished by the United States and such additional facilities may be used for other purposes, provided such use will not interfere with the ready availability of such equipment and facilities for the production of propellants and explosives.
 - (c) It will furnish all of the land, buildings, equipment, materials, and services required for the additional production facilities, except for the equipment and technical advice to be furnished by the Government of the United States of America, and will take whatever measures are required to accomplish the increase in production facilities envisaged in the program.
- (2) It is mutually understood that the appropriation of funds by the United States Congress for the Facilities Assistance Program was for the purpose of assisting in the creation of a net addition to European ammunition production capacity. In furtherance of this purpose, the Government of Belgium undertakes that, in addition to the new facilities provided for hereunder, it will maintain or cause to be maintained in useable condition a total production capacity for propellants and explosives which shall not be less than the aggregate of that now existing and that already programmed for construction in Belgium whether under private or public ownership.
- (3) The undertakings in Paragraph 1 (b) and in Paragraph 2 with respect to the maintenance of facilities are subject to the understanding that should changed conditions make continued compliance with this undertaking either unnecessary as a matter of defense or unfeasible, the Government of Belgium may, after consultation with the Government of the United States of America, modify this undertaking to accord with such changed conditions.

- (4) The Government of the United States of America will, subject to the terms and conditions of any applicable United States legislation, furnish to the Government of Belgium such production equipment and technical advice as may be mutually arranged as provided in paragraph (5) hereof.
- (5) In carrying out the Facilities Assistance Program, our two Governments, acting through their appropriate contracting officers, will enter into supplementary arrangements covering the specific projects involved, which will set forth the nature and amounts of the contributions to be made by the Government of the United States of America and the Government of Belgium, the description and purpose of the facilities to be established, and other appropriate details. Such arrangements may include provisions for the procurement of equipment to be furnished by the Government of the United States of America from the Government of Belgium under the Offshore procurement program, and the transfer of such equipment to the Government of Belgium in accordance with the provisions of the Mutual Defense Assistance Agreement.

I propose that if these understandings meet with the approval of the Government of Belgium, the present note and your note in reply shall be considered as constituting a confirmation of these arrangements pursuant to Article I, Paragraph I of the Mutual Defense Assistance Agreement between our two Governments."

J'ai l'honneur de confirmer à Votre Excellence l'accord de mon Gouvernement sur ce qui précède.

Je saisis cette occasion, Monsieur l'Ambassadeur, de renouveler à Votre Excellence l'assurance de ma très haute considération.

Le Ministre des
Affaires Etrangères

P. H. SPAAK

A Son Excellence

Monsieur M. P. ALGER Jr.,

*Ambassadeur des Etats-Unis d'Amérique,
à Bruxelles*

Translation

MINISTRY OF FOREIGN AFFAIRS
AND FOREIGN TRADE

Office of the Director General
of
Foreign Trade

B5/OS/07321

BRUSSELS, November 23, 1954

MR. AMBASSADOR,

By a letter dated today, Your Excellency was good enough to communicate to me the following message:

[The Belgian note quotes here in English the text of the U.S. note, *ante*, p. 2412.]

I have the honor to confirm to Your Excellency my Government's approval of the foregoing.

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

The Minister for Foreign Affairs

P. H. SPAAK

His Excellency

M. P. ALGER, Jr.,

*Ambassador of the United States of America,
Brussels.*

BRUSSELS, November 23, 1954

**AGREED MINUTE REGARDING THE
FACILITIES ASSISTANCE PROGRAM IN BELGIUM**

In the course of the negotiations in connection with the Facilities Assistance Program the question arose as to the disposition of the title to the equipment to be furnished the Belgian Government. The United States representatives explained that the Belgian Government will have title to the equipment but that its ability to transfer title to that equipment to Belgian private industry was subject to later agreement with the United States Government.

The main concern of the United States Government is the continued existence of Belgian capacity to produce propellants and explosives and the commitment of the Belgian Government to maintain such facilities. At a later time, when the program has fulfilled its purpose, or the equipment is no longer useful to the program, the two Governments will consider together within the framework of agreements then in effect the relinquishment by the United States of any further interest in the equipment.

P H S F M A Jr

ECONOMIC AID TO YUGOSLAVIA

TIAS 3103
Jan. 4 and 5,
1954

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

- Effectuated by Exchange of Notes
Signed at Belgrade January 4 and 5, 1954
- Entered into force January 5, 1954;
operative retroactively July 1, 1953

The American Ambassador to the Yugoslav Secretary of State for Foreign Affairs

THE FOREIGN SERVICE
OF THE
UNITED STATES OF AMERICA

AMERICAN EMBASSY,
Belgrade, January 4, 1954.

EXCELLENCY:

I have the honor to inform you that, having, jointly with the Governments of the United Kingdom and France, reviewed the state of Yugoslavia's economy, particularly her balance of payments position, the Government of the United States, offers to extend economic assistance to Yugoslavia for the period beginning July 1, 1953, and ending June 30, 1954. In providing assistance, it continues to be the broad aim of the Government of the United States to help Yugoslavia to maintain her ability to defend and preserve her national independence, and the Government of the United States fully appreciates the determination of the Yugoslav Government and the Yugoslav people in this regard. The granting of this aid is subject to the following understandings.

Balance of Payments

2. The Governments of the United States, the United Kingdom, France, and Yugoslavia (hereinafter referred to as the "four governments") recognize the importance to Yugoslavia of achieving a balance of payments in the shortest possible time. The Yugoslav Government will utilize economic aid in such a way as to make the greatest possible contribution to this objective, and to this end will follow the procedures set forth in Paragraph 8 below.

Investment

3. The four governments agree that the rate, magnitude, and nature of investment will be influenced by the supply of resources, both domestic and foreign, available to Yugoslavia, with due regard for the current and future needs of the economy. The Governments of the United States, United Kingdom, and France (hereinafter referred to as the "three governments") note that the Yugoslav Government

will continue its policy of insuring that the rate of investment will be consistent with the maintenance of necessary stocks of essential food and raw materials, (or foreign exchange availabilities needed for the purchase of these items). The three governments also view with interest the increasing investment by Yugoslavia in agriculture, light industry, and maintenance of plant.

Agriculture

4. The four governments agree that an increase of agricultural production in Yugoslavia is of prime importance. The three governments note that the Government of Yugoslavia is taking steps to bring this about. The three governments are prepared to continue their collaboration with the Yugoslav Government in its efforts to expand the production of all agricultural commodities.

External Debts

5. The four governments agree that the amelioration of Yugoslavia's present schedule of debt payments is essential to ensure the maximum effectiveness of tripartite aid, and the three governments will support such measures to this end as may be agreed between them and the Government of Yugoslavia.

Future Loans

6. The four governments agree that the three governments should be kept informed concerning the external debts of Yugoslavia. The Yugoslav Government will provide such information to the three governments by quarterly statements in an agreed form.

Technical Assistance

7. The four governments agree that the provision of technical assistance to Yugoslavia is an important aspect of their economic cooperation and that they will arrange to the fullest extent possible for the sending of foreign technicians to Yugoslavia and for the training of Yugoslav technicians abroad, both of the higher and lower grades.

Exchange of Views and Information

8. The four governments agree that, in order to give effect to the fullest extent possible to the understandings set out in Paragraphs 2-7 above, they will continue, during the period covered by this exchange of notes, the policy of exchange of views and information which has proved to be of mutual benefit in the past.

I should be grateful if your Excellency would inform me whether your Government concur in the foregoing.

Accept, Excellency, the assurances of my highest consideration.

JAMES W. RIDDLERBERGER

His Excellency

KOCA POPOVIC,

*Secretary of State for Foreign Affairs of the
Federal People's Republic of Yugoslavia,
Belgrade*

The Yugoslav Secretary of State for Foreign Affairs to the American Ambassador

BEograd, January 5, 1954

EXCELLENCY:

I have the honor to acknowledge receipt of your letter of January 4, 1954, in the following terms:

"I have the honor to inform you that, having, jointly with the Governments of the United Kingdom and France, reviewed the state of Yugoslavia's economy, particularly her balance of payments position, the Government of the United States, offers to extend economic assistance to Yugoslavia for the period beginning July 1, 1953, and ending June 30, 1954. In providing assistance, it continues to be the broad aim of the Government of the United States to help Yugoslavia to maintain her ability to defend and preserve her national independence, and the Government of the United States fully appreciates the determination of the Yugoslav Government and the Yugoslav people in this regard. The granting of this aid is subject to the following understandings.

Balance of Payments

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Investment

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current and future needs of the economy. The Governments of the United States, United Kingdom, and France (hereinafter referred to as the "three governments") note that the Yugoslav Government will continue its policy of insuring that the rate of investment will be consistent with the maintenance of necessary stocks of essential food and raw materials, (or foreign exchange availabilities needed for the purchase of these items). The three governments also view with interest the increasing investment by Yugoslavia in agriculture, light industry, and maintenance of plant.

Agriculture

4. The four governments agree that an increase of agricultural production in Yugoslavia is of prime importance. The three governments note that the Government of Yugoslavia is taking steps to bring this about. The three governments are prepared to continue their collaboration with the Yugoslav Government in its efforts to expand the production of all agricultural commodities.

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Technical Assistance

7. The four governments agree that the provision of technical assistance to Yugoslavia is an important aspect of their economic cooperation and that they will arrange to the fullest extent possible for the sending of foreign technicians to Yugoslavia and for the training of Yugoslav technicians abroad, both of the higher and lower grades.

Exchange of Views and Information

8. The four governments agree that, in order to give effect to the fullest extent possible to the understandings set out in Paragraphs 2-7 above, they will continue, during the period covered by this exchange of notes, the policy of exchange of views and information which has proved to be of mutual benefit in the past.

I should be grateful if your Excellency would inform me whether your Government concur in the foregoing."

I have the honor to inform you that my Government concurs in the terms of this letter.

Accept, Excellency, the assurances of my highest consideration.

KOCA POPOVIC

[SEAL]

His Excellency

JAMES RIDDLEBERGER

Ambassador of the

United States of America

Beograd

**TECHNICAL COOPERATION
CIVIL AVIATION MISSION TO COSTA RICA**

**TIAS 3104
Aug. 7 and
Sept. 11, 1951**

**Agreement between the
UNITED STATES OF AMERICA
and COSTA RICA**

- Effectuated by Exchange of Notes
Signed at San José August 7 and
September 11, 1951
- Entered into force September 11, 1951

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

THE FOREIGN SERVICE
OF THE
UNITED STATES OF AMERICA

AMERICAN EMBASSY

No. 18

San José, August 7, 1951

EXCELLENCY:

I have the honor to refer to Your Excellency's note no. 12856/B of December 1, 1950, [¹] enclosing copies of the requests from the Government of Costa Rica for technical assistance under the Point IV Program and in particular to the request for technical assistance in the field of civil aviation.

I have received from my Government the draft of a proposed agreement for technical assistance in this field and should Your Excellency's Government concur with the terms thereof which are given below, the Government of the United States will consider the present note and Your Excellency's reply as constituting an agreement between our two Governments.

Project Agreement for Civil Aviation Mission to Costa Rica

Pursuant to the terms of the General Agreement for Technical Cooperation concluded on January 11, 1951 [²] between the Governments of the United States and Costa Rica, and in recognition of the need for civil air transportation in achieving a balanced and integrated development of the economic resources and productive capacities of Costa Rica, the Government of the United States of America agrees, subject to the availability of qualified personnel and funds for the purpose, to designate a Civil Aviation Mission to be assigned to the Government of Costa Rica under the terms and conditions specified below. Further, the Government of the United States agrees, subject to the availability of funds and facilities, to provide training in the United States for qualified citizens of Costa Rica in the several aeronautics specialties in accordance with the terms and conditions contained in prospectuses which will be issued periodically by the Government of the United States.

¹ Not printed.

² Treaties and Other International Acts Series 2186; 2 UST 431.

ARTICLE I

Programs and Personnel

1. The United States Civil Aviation Mission to Costa Rica shall be composed of a Chief of Mission selected by the Government of the United States of America, subject to the approval of the Government of Costa Rica, and such additional experts as may be required to carry out specific programs or projects proposed by the Government of Costa Rica and agreed to by the Government of the United States of America. The Chief of Mission so selected shall serve as principal consultant to the Government of Costa Rica on all matters concerned with civil aeronautics and shall consult and maintain liaison with the minister responsible for civil aeronautics. The Chief of Mission shall collaborate with these officials and their designated representatives in the execution of approved programs and projects and in the development of new programs and projects for consideration by appropriate authority. Members of the Mission shall be subject to the direction of the Chief of Mission and shall work directly with designated personnel of the Government of Costa Rica in the conduct of studies and analyses and in the accomplishment of technical projects. They shall furnish technical advice and assistance on matters within their competence, shall demonstrate aeronautical processes and methods, and assist in the training of technical and administrative personnel of the Government of Costa Rica employed in civil aviation.

2. In addition to the regularly assigned and accredited members of the Mission referred to in Paragraph 1 above, additional experts of the Government of the United States of America may be detailed to Costa Rica from time to time, for period of not more than 30 days at any one time, upon request to the Chief of Mission from responsible civil aviation officials of the Government of Costa Rica, for the purpose of special technical consultation and assistance relating to existing or proposed projects. The reimbursement specified in Article II below shall not apply to experts so detailed, as all costs for their services shall be borne by the Government of the United States of America.

3. Personnel of the Mission shall be assigned or detailed in accordance with the laws of the Government of the United States of America governing such assignments. The duration of the assignment of each person shall be based on the duties contemplated and the probable time required for completion of the projects involved. However, the assignment of any person may be terminated upon the request of the Government of Costa Rica or by recall by the Government of the United States of America upon 60 days notice by either Government.

4. Salaries and living allowances of the personnel of the Mission and the cost of transportation for them, their families, and household

and personal effects between the United States of America and San José, Costa Rica, shall be paid by the Government of the United States of America in accordance with its laws and regulations.

5. The Government of Costa Rica shall pay the cost of travel of personnel of the Mission incurred outside the capital (San José) and its suburbs in the conduct of their duties. In addition, it shall provide means of transportation to Mission members for travel within San José and its suburbs as may be necessary in the conduct of the program.

6. The Government of Costa Rica shall provide suitable private offices, the office supplies and equipment required by the Mission for the fulfillment of its functions, and shall furnish bilingual clerical personnel and bear the cost thereof.

7. The Government of Costa Rica shall assume civil liability on account of damages to or loss of property or on account of personal injury or death caused by any members of the Mission while acting within the scope of his duties.

8. The Government of Costa Rica shall provide personnel of the Mission with necessary credentials of identification for their use in facilitating travel into and within Costa Rica.

ARTICLE II

Reimbursement for Cost of Mission

The Government of Costa Rica shall reimburse the Government of the United States for the cost of maintaining the Mission in Costa Rica at the rate of \$1000 each per annum for the Chief and regularly assigned and accredited members of the Mission.

Such reimbursements shall be made at intervals of six months and may be made in Costa Rican currency at the rate of exchange prevailing at the time of payment. For accounting and procedural reasons, it will not be necessary for the Government of Costa Rica to make any payment to the Government of the United States of America until such time as the Government of Costa Rica shall have received a statement of its obligation in this connection. The duration of assignments of personnel of the Mission shall be based on the period commencing from the date of their arrival in Costa Rica and shall terminate upon their departure from Costa Rica upon completion of their duties.

ARTICLE III

Entry into Force, Amendment, Duration

1. The Project Agreement shall enter into force on the date of receipt by the Government of the United States of America of notification in writing from the Government of Costa Rica of approval of the Agreement in accordance with the constitutional procedures of Costa Rica.^[1] It shall remain in force for a period of three years or until three months after either Government shall have given notice in writing to the other of intention to terminate the Agreement.

2. If, during the life of this project, either Government should consider desirable the expansion or other modification of the activities carried out under this Agreement, it shall so notify the other Government in writing and the two Governments will thereupon consult with a view to agreeing on an Amendment to this Agreement.

Please accept, Excellency, the renewed assurances of my highest and most distinguished consideration.

PHILIP P. WILLIAMS
Chargé d'Affaires ad interim

His Excellency

Licenciado MARIO ECHANDI,
Minister of Foreign Affairs,
San José.

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

REPUBLICA DE COSTA RICA
MINISTERIO
DE RELACIONES EXTERIORES Y CULTO

492.-SD.

SAN JOSÉ, 11 de Setiembre de 1951.

SEÑOR ENCARGADO DE NEGOCIOS:

Tengo el honor de referirme a la atenta nota de Vuestra Señoría N° 18 del 7 de Agosto pasado, relacionada con la solicitud del Gobierno de Costa Rica de ayuda técnica bajo el programa del Punto IV y en particular a la ayuda técnica en el campo de Aviación Civil.

Con referencia a la proposición de acuerdo para ayuda técnica en este campo, tengo el honor de comunicar a Vuestra Señoría que mi Gobierno esta de acuerdo en las condiciones que se indican y especifican aquí y asimismo en considerar la nota de Vuestra Señoría y esta contestación como constituyentes de un Acuerdo entre nuestros dos Gobiernos.

¹ Date of entry into force is Sept. 11, 1951, as stated in exchange of notes signed at San José Nov. 23 and 26, 1954; not printed.

*Proyecto de un Acuerdo de una Misión de Aviación Civil para
Costa Rica*

De acuerdo con los términos del Acuerdo General de Cooperación Técnica suscrito el 11 de Enero de 1951 entre los Gobiernos de los Estados Unidos de América y Costa Rica, y reconociendo la necesidad de que la transportación aerea civil logre un desarrollo balanceado y completo de los recursos económicos y de las capacidades productivas de Costa Rica, el Gobierno de los Estados Unidos conviene en designar, sujeto a la disponibilidad que haya de personal idóneo y de fondos para el objeto, una Misión de Aviación Civil y destacarla ante el Gobierno de Costa Rica, bajo los términos y condiciones que aquí se especifican.

Además, el Gobierno de los Estados Unidos conviene, sujeto a la disponibilidad de fondos y de facilidades, en dar entrenamiento en los Estados Unidos a ciudadanos aptos de Costa Rica, en las varias especialidades aeronáuticas, de acuerdo con los términos y condiciones contenidos en los prospectos que serán publicados periódicamente por el Gobierno de los Estados Unidos.

ARTICULO I

De los Programas y el Personal

1. La Misión Americana de Aviación Civil en Costa Rica se compondrá de un Jefe de Misión que será seleccionado por el Gobierno de los Estados Unidos de América, sujeto a la aprobación del Gobierno de Costa Rica, y cualesquiera otros expertos que se requieran para llevar a cabo programas específicos o proyectos que proponga el Gobierno de Costa Rica y con los cuales esté de acuerdo el Gobierno de los Estados Unidos de América. El Jefe de Misión así nombrado, servirá como consultor principal del Gobierno de Costa Rica en todos los asuntos que conciernen a la aeronáutica civil, y consultará y mantendrá coordinación con el ministro bajo cuyo cuidado esté la aeronáutica civil. El Jefe de Misión colaborará con estos funcionarios y con quienes ellos nombren como sus representantes, en la ejecución de programas y proyectos aprobados y en el desarrollo de nuevos programas y proyectos que sean sometidos a la consideración de las autoridades correspondientes. Los miembros de la Misión estarán bajo la dirección del Jefe de Misión y trabajarán directamente con el personal designado por el Gobierno de Costa Rica, en la dirección de estudios y análisis y en la realización de proyectos técnicos. Ellos darán consejo técnico y asistencia en asuntos de su competencia, demostrarán procesos y métodos aeronáuticos y prestarán ayuda en el entrenamiento de personal técnico y administrativo empleado por el Gobierno de Costa Rica en la aviación civil.

2. Además de los miembros regularmente asignados y acreditados de la Misión, a que se hace referencia en el párrafo 1 anterior, otros expertos del Gobierno de los Estados Unidos de América pueden ser enviados a Costa Rica de tiempo en tiempo, por períodos no mayores de 30 días cada vez, por solicitud que hagan al Jefe de Misión funcionarios responsables de la aviación civil del Gobierno de Costa Rica, para consultas y asistencia técnicas especiales relativas a proyectos existentes o propuestos. El reembolso que se especifica en el Artículo II que sigue no se aplicará a tales expertos, ya que el costo total de sus servicios será sufragado por el Gobierno de los Estados Unidos de América.

3. El personal de la Misión será asignado o enviado de acuerdo con las leyes del Gobierno de los Estados Unidos de América relativas a tales asignaciones. La duración de la asignación de cada persona se basará en los deberes que le correspondan y el tiempo probable que se requiera para la terminación de los proyectos contemplados. No obstante, la asignación de cualquier persona puede darse por terminada a solicitud del Gobierno de Costa Rica o por retiro ordenado por el Gobierno de los Estados Unidos de América, previa notificación, con 60 días de anterioridad, por parte de cualquiera de los dos Gobiernos.

4. Los salarios y otras asignaciones especiales (living allowances) del personal de la Misión y los gastos de transportación entre los Estados Unidos de América y San José de Costa Rica de sus componentes, las familias de éstos y sus efectos personales y de uso doméstico, serán pagados por el Gobierno de los Estados Unidos de América de acuerdo con sus leyes y reglamentos.

5. El Gobierno de Costa Rica pagará los gastos de viaje en que el personal de la Misión incurra fuera de la ciudad capital (San José) y sus suburbios en el cumplimiento de sus deberes. Además, proveerá a los miembros de la Misión con medios de transportación dentro de San José y sus suburbios cuando así lo requiera la realización del programa.

6. El Gobierno de Costa Rica proveerá espacio privado de oficina adecuado, los efectos y el equipo de oficina que la Misión requiera en el desempeño de sus funciones, y suplirá personal bilingüe de oficina, todo por su cuenta.

7. El Gobierno de Costa Rica asumirá toda la responsabilidad legal en casos de daños o pérdidas en las propiedades o en casos de daños personales o muerte causados por cualquier miembro de la Misión, que se encuentre en el cumplimiento de sus deberes.

8. El Gobierno de Costa Rica suplirá al personal de la Misión las credenciales y documentos de identificación que sean necesarios para facilitar su transportación hacia y dentro del territorio de Costa Rica.

ARTICULO II**Del Reembolso por el Costo de la Misión**

El Gobierno de Costa Rica reembolsará al Gobierno de los Estados Unidos el costo de la mantenencia de la Misión en Costa Rica a razón de \$1,000 (mil dólares) anuales cada uno para el Jefe y los miembros de la Misión regularmente asignados y acreditados.

Tales reembolsos serán hechos cada seis meses y pueden serlo en su equivalente en moneda de Costa Rica al tipo de cambio que exista en el momento en que el pago se efectúe. Por razones de contabilidad y de procedimiento, no será necesario que el Gobierno de Costa Rica haga pago alguno al Gobierno de los Estados Unidos de América hasta tanto no haya recibido notificación de su obligación en este sentido. La duración de las asignaciones del personal de la Misión se basará en el período que comienza en la fecha de su arribo en Costa Rica y termina con su partida de Costa Rica al completar sus deberes.

ARTICULO III**De la Vigencia, Enmiendas y Duración**

1. El Proyecto de Acuerdo entrará en vigencia en la fecha en que el Gobierno de los Estados Unidos de América reciba notificación escrita del Gobierno de Costa Rica de haberlo aprobado de acuerdo con los preceptos constitucionales de Costa Rica. Se mantendrá en vigencia por un período de tres años o hasta tres meses después de que cualquiera de los dos Gobiernos haya dado al otro notificación por escrito de su intención de terminar el Acuerdo.

2. Si durante la vigencia de este proyecto, cualquiera de los dos Gobiernos considerare deseable la extensión y otra modificación en las actividades llevadas a cabo bajo este Acuerdo, lo notificará así por escrito al otro Gobierno y los dos Gobiernos llevarán a efecto una consulta con vista a convenir en una enmienda a este Acuerdo.

Aprovecho la oportunidad para renovar a Vuestra Señoría, los sentimientos de mi alta y distinguida consideración.

MARIO ECHANDI

Mario Echandi.

Honorable Señor

Don PHILIP P. WILLIAMS.

Encargado de Negocios a. i.

De los Estados Unidos de América.

Ciudad.

Translation

REPUBLIC OF COSTA RICA
MINISTRY
OF FOREIGN AFFAIRS AND WORSHIP

No. 192.-SD.

SAN JOSÉ, September 11, 1951.

MR. CHARGÉ D'AFFAIRES:

I have the honor to refer to your note No. 18 of August 7, 1951, concerning the request of the Government of Costa Rica for technical assistance under the Point IV Program, in particular for technical assistance in the field of civil aviation.

With reference to the proposed agreement for technical assistance in this field, I have the honor to inform you that my Government concurs in the terms indicated therein and set forth below, and likewise agrees to consider your note and this reply as constituting an agreement between our two Governments.

[For the English language text of the terms, see *ante*, p. 2426.]

I avail myself of this opportunity to renew to you the assurances of my highest and most distinguished consideration.

MARIO ECHANDI

Mario Echandi.

The Honorable PHILIP P. WILLIAMS,
Chargé d'Affaires ad interim of the
United States of America,
City.

TIAS 3105
Sept. 9, 1954

ECONOMIC ASSISTANCE TO LIBYA

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

- Effectuated by Exchange of Notes
Signed at Benghazi September 9, 1954
- Entered into force September 9, 1954

The American Chargé d'Affaires ad interim to the Libyan Prime Minister and Minister of Communications

AMERICAN LEGATION,
BENGHAZI, LIBYA,
September 9, 1954.

EXCELLENCY:

I have the honor to confirm my Government's offer of economic assistance to Libya made during Your Excellency's recent visit to Washington. This offer, responsive to the Libyan Government's urgent desire to develop the country's economic resources, consists of the following, subject of course to Congressional action as indicated below:

A. Initial assistance by the United States Government for economic development in Libya in the amount of seven million dollars (\$7,000,000), four million dollars (4,000,000) of which is available now for suitable projects and the remaining three million dollars (\$3,000,000) of which will be available for commitment during the United States fiscal year which ends on June 30, 1955;

B. Provision of grain, up to a total of twenty-four thousand (24,000) tons, to meet Libya's necessary food consumption requirements in the period corresponding to the United States fiscal year ending June 30, 1955. It is understood that funds of the Libyan Government thereby released would become available for economic development in Libya and that any funds which may result from the sale of this grain would, upon mutual agreement on projects, be made available for economic development in Libya;

C. Continuation of assistance from special purpose funds until 1971, in the amount of four million dollars (\$4,000,000) annually for six years from 1955 through 1960 and of one million dollars (\$1,000,000) annually for the following eleven years.

If the foregoing offer of assistance is acceptable to the Libyan Government, my Government proposes that detailed arrangements under which such assistance could be provided should be negotiated as soon as practicable. As one step, my Government suggests that an economic planning commission composed of representatives of our two Governments be established to study, plan and execute the economic development program to be assisted by United States funds. It will of course be understood by the Libyan Government that, as is true

in the case of any United States assistance abroad, provision of assistance under the present proposals is subject to the authorization and appropriation of funds for this purpose by the United States Congress and the conclusion of such additional agreements as may be necessary to meet the requirements of applicable United States legislation and procedures.

The United States believes that the foregoing offer will provide ample means for undertaking now a program of development that would greatly improve the Libyan economic situation. This is particularly true when considered in the light of the other assistance which the United States has provided Libya in the past, including the one million dollars (\$1,000,000) grant in June of this year, the eight thousand two hundred (8,200) tons of grain for famine relief, technical assistance at an annual rate of approximately one and one-half million dollars (\$1,500,000) and the United States contribution to the United Nations Technical Assistance Program.

The assistance provided Libya by the United States should clearly demonstrate the sympathetic interest of the United States Government in Libya's progress towards economic viability in future years. My Government wishes to assure the Government of Libya that it will continue this interest and will cooperate with your Government in considering measures required for the development of Libya's economic resources in the light of the traditional friendship between the two Governments and in the light of the progress already made.

This note and Your Excellency's reply accepting it may be considered to constitute a general basis for proceeding with the offer outlined in sub-paragraphs A, B, and C, above.

Accept, Excellency, the assurances of my highest consideration.

LIONEL M. SUMMERS

His Excellency

MUSTAFA BEN HALIM,

*Prime Minister and Minister of Communications
of the United Kingdom of Libya,
Benghazi.*

*The Libyan Prime Minister and Minister of Communications
to the American Charge d’Affaires ad interim*

UNITED KINGDOM OF LIBYA

MINISTRY OF FOREIGN AFFAIRS



المملكة الليبية المتحدة

وزارة الخارجية

بنغازي في ١ سبتمبر ١٩٥٤

يا صاحب السعادة :

انشرف بان احيط سعادتكم علما بتسليم رسالتك بتاريخ اليوم
الذى نصها مترجمها كما يلى :-

" اشرف بان اؤك ما عرضه حكومتي من مساعدة اقتصادية
لليبيا اثناء زيارة دولتكم الاخيرة لشقيقن . ان هذا العرض الذى
يرافق رئيسي الحكومة الليبية المطلحة فى تنمية موارد البلاد الاقتصادية ،
يتكون مما يلى ومتوقف طبعا على اجراءات الكونغرس كذا هو مبين أدناه :

أ - مساعدة أولية من حكومة الولايات المتحدة للتنمية الاقتصادية
لليبيا بمبلغ سبعة ملايين (٢٠٠٠٠٠٠) دولار منها اربعة ملايين
(٤٠٠٠٠٠) دولار جاهزة الان لمشاريع مناسبة و تكون الثلاثة ملايين
(٣٠٠٠٠٠) دولار الباقية معدة للتخصيص اثناء السنة المالية
للولايات المتحدة التي تنتهي في ٣٠ يونيو ١٩٥٥

ب - تقديم حبوب ما هو بمجموعه اربعه وعشرون الف (٤٠٠٠)طن
لواجهة احتياجات ليبيا فى الاستهلاك الغذائي اللازم فى المدة الموقعة
للسنة المالية للولايات المتحدة التي تنتهي في ٣٠ يونيو ١٩٥٥ وبن
الفهم ان اموال الحكومة الليبية التي تتوفى بهذه الطريقة
تصبح معدة للتنمية الاقتصادية لليبيا وان اي مبلغ تحصل
عليه من بيع الحبوب يكن بناء على اتفاق على المشاريع معدا
للتنمية الاقتصادية لليبيا .

٤/٠٠٠

حضره صاحب السعادة المستر ليونيل م . سمرس
القائم باعمال مفوضية الولايات المتحدة الامريكية لليبيا
بنغازي

ج - استمرار المساعدة من الاموال المرصودة لغایات خاصة
حتى سنة ١٩٧١ بمبلغ اربعة ملايين (٤٠٠٠,٠٠) دولار سنويا
لمدة ست سنوات من ١٩٥٥ حتى ١٩٦٠ وبمبلغ مليون (١,٠٠٠,٠٠)
دولار سنويا في السنوات اللاحقة عشرة التالية .

فإذا كان عرض المساعدة المتقدم مقبول لدى الحكومة
الليبية فإن حكومتي تتفق بأن يتم التفاوض في أقرب وقت ممكن
عليها على تفاصيل الترتيبات التي يمكن بوجها تقديم هذه
المساعدة . وخطوة أولى تتفق حكومتي بأن تعلن لجنة
لتنظيم الاقتصادي تألف من ممثلين من الحكومتين لدراسة وتصميم
وتنفيذ برنامج التنمية الاقتصادية الذي تساعده اموال الولايات
المتحدة . ومن المفهوم بالطبع لدى الحكومة الليبية كما هو
الامر في حالة اية مساعدة خارجية تقدمها الولايات المتحدة
ان تقديم المساعدة بوجب هذه المقترنات خاضع لتصريح كونغرس
الولايات المتحدة ولاعتدائه لاموال ولعقد الاعيادات الاخفافية
حسبما يكون لارها للاستجابة لمطالبات تشريح الولايات المتحدة
واجراءاتها المتبعة .

ويعتقد الولايات المتحدة بأن العرض المذكور سيتيح
الوسائل الواحة للشرع الان في برنامج تنمية يمكن ان يحسن حالة
الاقتصاد الليبي تحسينا كبيرا . وهذا صحيح بصفة خاصة
عندما ينظر اليه على ضوء المساعدات الأخرى التي سبق للولايات
المتحدة ان قدمتها الى ليبيا في الماضى بما في ذلك المليون
(١,٠٠٠,٠٠) دولار الذى تم منحه في يونيو من هذه السنة
والشانية الايف ماي (٨٢٠٠) طن من الحبوب لتخفيض الجائمة
والمساعدة الفنية بنسبة مليون ونصف المليون (٥٠٠,٥٥) دولار
سنويًا على وجه التقرير ومساحة الولايات المتحدة في برنامجهن
المساعدة الاقتصادية لازم المتحدة .

ويجب ان تبرهن المساعدة التي تقدمها الولايات المتحدة
الى ليبيا بصورة جلية على اهتمام حكومة الولايات المتحدة المشوب
بالعناد على تقديم ليبيا نحو اتصاد متوازن في السنين القادمة .

وتد حكومتي ان تؤكد لحكومة ليبيا ذاتها ستسفر في اهتمامها هذا
وبانها ستتعاون من حكومتكم على النظر في التدابير اللازمة لتنمية
موارد ليبيا الاقتصادية على ضوء الصياغة التقليدية بين الحكومتين وعلى
ضوء التقدم الذي تم .

ان هذه المذكرة ورد دولتكم عليها بقولها يمكن اعتبارها
اساسا عاما للعذر في العرض المذكور في الفقرات أ، ب، في اعلاه .

وردا عليها اشرنا بانادكم بان حكومة المملكة الليبية
المتحدة تتقبل ما بها في الرسالة المدرجة اعلاه وتوافق على اعتبار
ما ذكر في الفقرات أ، ب، في من الرسالة ذاتها اساسا عامسا
للعذر في العرض المذكور .

ونفضلوا سعادتكم بقول شعور احترام الفائز ،

(مصطفى بن حليم)
رئيس الوزراء، وزير المواصلات

Translation

UNITED KINGDOM OF LIBYA
MINISTRY OF FOREIGN AFFAIRS

BENGHAZI, September 9, 1954.

EXCELLENCY,

I have the honor to acknowledge to Your Excellency receipt of your letter of today's date which in translation reads as follows:

[For the English language text of the note, see *ante*, p. 2435.]

In reply thereto, I have the honor to inform you that the Government of the United Kingdom of Libya accepts what has been set forth in the letter above and agrees to consider what has been mentioned in paragraphs A, B, and C of that letter as a general basis for proceeding with the foregoing offer.

Accept, Excellency, the assurances of my highest consideration.

MUSTAFA BEN HALIM
*Prime Minister and Minister of
Communications*

His Excellency LIONEL M. SUMMERS,
*Chargé d'Affaires of the Legation
of the United States of America in Libya,
Benghazi.*

EMERGENCY WHEAT AID TO LIBYA

**TIAS 3106
Oct. 30 and
Nov. 3, 1954**

Agreement between the UNITED STATES OF AMERICA and LIBYA

- Effectuated by Exchange of Notes
Signed at Benghazi October 30
and November 3, 1954
- Entered into force November 3, 1954

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

AMERICAN LEGATION
BENGHAZI, LIBYA
October 30, 1954

EXCELLENCY:

I have the honor to refer to my note [¹] to His Excellency the Prime Minister and Minister of Communications with regard to the economic assistance my Government is prepared to furnish to the Government of the United Kingdom of Libya and in particular to that part of the note relating to the provision of grain up to a total of 24,000 tons to meet Libya's necessary food consumption requirements.

It is proposed that:

1. The Government of the United States of America will, subject to terms and conditions of United States legislation applicable to such assistance and to terms and conditions set forth below, furnish to the Government of the United Kingdom of Libya up to 24,000 long tons of wheat in the form of a grant in order to alleviate famine conditions in Libya. The Government of the United Kingdom of Libya shall accept title to the shipment or shipments of this grain upon delivery of the wheat on board a vessel, and shall be responsible for all costs accruing thereafter (other than payment of freight to the port of discharge in Libya).

2. In order to ensure maximum benefits to the people of Libya from the assistance to be furnished hereunder, the Government of the United Kingdom of Libya undertakes to:

A) Prepare, in consultation with representatives of the United States, a plan for free distribution among the people of Libya, and for distribution in work relief projects in Libya, of the wheat made available under this agreement, and products thereof. Distribution shall be to persons who, by virtue of circumstances beyond their control, are unable to pay for this food, or as part payment for additional work projects, or as otherwise agreed. To the extent that any work relief projects are now being supported by wheat provided by the United States under the pro-

¹ Not printed.

visions of the exchange of notes of December 18, 1953 and January 11, 1954 [¹] and amendments thereto, such projects may be continued from the additional assistance provided by this agreement.

B) Pursue all appropriate measures to reduce its relief needs, increase production and supply, and improve the distribution of foodstuffs within Libya in order to lessen the danger of similar emergencies in the future.

C) Carry out the plan agreed upon, with such modifications as may from time to time be actually agreed to be necessary to achieve famine relief of Libyans.

3. The Governments of the United States of America and of the United Kingdom of Libya will, upon request of either of them, consult regarding any matter relating to the application of this agreement or to operations thereunder. The Government of the United Kingdom of Libya will provide such information as may be necessary to carry out the provisions of this agreement, including a statement of the progress of the assistance received hereunder and other relevant information which the Government of the United States of America may need to determine the nature and scope of operations under this agreement and to evaluate the effectiveness of assistance furnished or contemplated.

4. The Government of the United Kingdom of Libya will give full and continuous publicity in Libya to the objectives and progress of the relief program under this agreement, including information to the people of Libya that this program is evidence of the friendship of the people of the United States for them, and will make public from time to time, full statements of operations hereunder, including information as to the use of assistance received.

5. The Government of the United Kingdom of Libya will permit representatives of the Government of the United States of America to observe, without restriction, the distribution in Libya of wheat made available hereunder, and will provide facilities necessary for observation and review of the administration of this agreement and use of the assistance furnished, and will receive such additional persons as may be necessary for this purpose. Such personnel will be accorded the status specified in Article 5 of the General Agreement between the United States and Libya of January 21, 1952, [²] concerning Technical Assistance.

6. All or any part of the assistance provided hereunder may be terminated by the Government of the United States of America if it

¹ Treaties and Other International Acts Series 2935; 5 UST 424.

² TIAS 2524; 3 UST, pt. 3, p. 3912.

is determined that, because of changed conditions, continuation of the assistance is unnecessary or undesirable.

Upon receipt of a Note from Your Excellency indicating that the provisions set forth in this Note are acceptable to the Government of the United Kingdom of Libya, the Government of the United States of America will consider this Note and Your Excellency's reply as constituting an agreement between the two governments. Such agreement shall enter into force on the date of Your Excellency's Note in reply.

LIONEL M. SUMMERS

His Excellency

Sayyed ABD AS-SALAM AL-BOUSEIRI
Minister of Foreign Affairs
United Kingdom of Libya
Benghazi

*The Libyan Minister of Foreign Affairs to the American Charge
d'Affaires ad interim*

UNITED KINGDOM OF LIBYA
MINISTRY OF FOREIGN AFFAIRS



المملكة الليبية المتحدة

وزارة الخارجية

بنغازي في ٢١٥٤٠

رقم ٢١٢٧٤١٨

صاحب السعادة

أشرف بأن أحيط سعادتكم طما بحوال مذركم بتاريخ ٣٠
أكتوبر ١٩٥٤ والتي تضمنتها مترجمًا كما يلي :

أشرف بأن أشير إلى مذكرة التفوية المعرونة إلى دولة
رئيس مجلس الوزراء ووزير المواصلات الخاصة بالمساعدة الاقتصادية
التي تتوى حكميًّا تقديمها وخاصة ما ورد فيها من الاربعة وعشرين
الف طن من القمح لسد حاجيات ليبيا الضرورية من المواد الغذائية
ويسرى بأن اتفق أن :

(١) تقوم حكومة الولايات المتحدة الأمريكية مع مراعاة شروط وأحكام
تشريعات الولايات المتحدة الخاصة بمثل تلك المساعدة ومع مراعاة الشرف
والاحكام المدرجة أسلفه ، بتزويج حكومة المملكة الليبية المتحدة بكمية
٢٤,٠٠ طن من القمح على شكل هبة وذلك لتنفيذ حالة المجاعة
في ليبيا . وقبل حكومة المملكة الليبية المتحدة ملکة الشحنة او
الشحنات من هذا القمح على السفينة ، ويكون مسؤولة عن جميع التكاليف
التي تصرف بعد ذلك (ما عدا نفقات النقل الى هنا) التسليم في ليبيا .
(٢) ولفرض خسان اعظم فائدة ممكنة لشعب ليبيا من المساعدة المقدمة
بحوجب هذا الاعاق ، تأخذ حكومة المملكة الليبية المتحدة على عاتقها -

(٣) تحضير برنامج بالمشاريع مع مثل الولايات المتحدة لتزويد
القمح المزود بحوجب هذا الاعاق بمنطقة ايجان على اهالي ليبيا ، وتنزيل
في مشاريع الاغاثة القائمة في ليبيا ، ويكون هذا التوزيع على الاشخاص
الذين لا يستطيعون دفع ثمن هذه الاندية لاسباب قاهرة . او ان عزز
برحص كبير من مرتضى بصرف للعمال مقابل قيامهم باعمال ومشاريع اجتماعية

٢٠٠٠

حضر صاحب السعادة

ليونيل م. سرس

القائم بأعمال مفوضية الولايات المتحدة الأمريكية في ليبيا

بنغازي

آخرًا وإن استعمل لاغراض مخفق عليها، يعني انه اى مثل اتفاقية يصرف منه الان القمع الذي عبرت به حكومة الولايات المتحدة الامريكية الى ليبيا حسب نصوص المذكورة المتبادلين في هذا النصوص بتاريخ ١٨ ديسمبر ١٩٥٣ و ١١ يناير ١٩٥٤ والتعديلات الملحقة طبعهما يجوز ان يستقر في توريدهما على النحو المذكور من المساعدة الايضاافية المنصوص عليها في هذه الاتفاقية .

ب) اتخاذ جميع التدابير الملائمة لتخفيف الحاجة الى الاغاثة ، ولريادة الانتاج لتحسين طريقة توزيع المواد الغذائية داخل القطر الليبي وذلك لتجنب خطر حدوث مثل هذه الازمات في المستقبل .

ج) تطبيق البرنامج المتفق عليه مع تلك التعديلات التي يتعق منها من حين الى آخر لاغاثة الليبيين من الجاعة .

٣) ستثاول حكومة الولايات المتحدة الامريكية والملكة الليبية المتقدمة بما على طلب تقدم به احداها للآخر في اية صالة تتعلق بتطبيق هذا الاعاق او الاجراءات المتعلقة به . عدم حركة المملكة الليبية المتقدمة كافة المعلومات التي قد تكون ضرورية لتنفيذ احكام هذا الاعاق بما في ذلك التأثير الخاصة بتوزيع المساعدة التي تستلمها الحكومة الليبية بحسب هذا الاعاق والمعلومات الاخرى التي قد تكون حكومة الولايات المتحدة الامريكية في حاجة اليها لتحديد طبيعة وفراز الاعمال التي عن بمحب هذا الاعاق لتقديم اثر المساعدة القدمة او التي يذكر في عقبها .

٤) تقوم حكومة المملكة الليبية المتقدمة بنشر اغراض برامج الاغاثة وادامتها في ليبيا بصورة مستمرة بما في ذلك المعلومات التي توضع للشعب الليبي ان هذا البرنامج دليل على صداقت الشعب الامريكي له ، كما انه على الحكومة الليبية يان تنشر من وقت لآخر بيانات وافية عن الاجراءات التي تمت علا بهذا الاعاق بالإضافة الى نشر المعلومات التي من شأنها توضيح استعمال المساعدة التي تأتها ليبيا .

٥) تضع حكومة المملكة الليبية المتقدمة لعملي الولايات المتحدة الامريكية بمراسلة توزيع القمع في ليبيا بدون قيد ، كما انها ستقدم التسهيلاتضرورية لمراعاة ورراجمة تنفيذ هذا الاعاق واستعمال المساعدة المتقدمة وان قبل كذلك الاشخاص الايضايين الذين قد يتضخ فيما بعد بهم ضرورعن لهذا الفرض وان يفتح هلاك الاشخاص بالصفة المنصوص عنها في المادة (٥) من الاعاق المسمى بين المملكة الليبية المتقدمة الموقع بتاريخ ٢٤ يناير ١٩٥٢ الخاص بالمساعدة الفنية .

١) يجرؤ لحكومة الولايات المتحدة أن تحقق المساعدة المتضمنة فيها في هذا الأضمار أو أي جزء منها إذا ما قررت أن استيرادها غير ضروري أو غير مرغوب فيه نظراً لتفاق الاحوال.

وعدد استلام مذكرة من سعادتكم غيد بن الاحكام المتصور فيها
في هذه المذكرة مبولة لدى حكومة المملكة الليبية المتحدة فان حكومة
الولايات المتحدة الاميركية تعتبر هذه المذكرة ورد سعادتكم طهرا
برلган اتفاقا بين حكومتيها ويسرى مغوله اعتبارا من تاريخ رد سعادتكم
على هذه المذكرة .

وردا على مذكرة سعادتكم المشار إليها آنفا لشرف باحتياطكم علما بأن المكرمة الليبية ترحب بمحترامكم البينة أعلاه وتوافق على ان مذكرةكم وردى هذا طلبها باللغان اعنةلا في الموضوع.

وتحصلوا على معاشركم قبل غائط الاحترام»

ف. سلام
مدد السلام (وصمی) 
ویں خارجیہ

Translation

UNITED KINGDOM OF LIBYA
MINISTRY OF FOREIGN AFFAIRS

No. 4018/12/7

BENGHAZI, November 3, 1954

EXCELLENCY,

I have the honor to inform Your Excellency of the receipt of your letter of October 30, 1954, which in translation reads as follows:

[For the English language text of the note, see *ante*, p. 2442.]

In reply to Your Excellency's letter referred to above I have the honor to inform you that the Libyan Government welcomes your proposals outlined above and agrees that your letter and this reply thereto shall constitute an agreement on the subject.

Please accept, Excellency, highest regards.

ABD AS-SALAM AL-BOUSEIRI
Minister of Foreign Affairs

His Excellency

the Honorable LIONEL M. SUMMERS,
Charge d'Affaires of the Legation
of the United States of America in Libya,
Benghazi.

DEFENSE

**Use of Facilities in
Agreed Areas in Libya**

**TIAS 3107
Sept. 9, 1954**

**Agreement and Memorandum of
Understanding between the
UNITED STATES OF AMERICA
and LIBYA**

- Signed at Benghazi September 9, 1954
- Entered into force October 30, 1954

**AGREEMENT
BETWEEN
THE GOVERNMENT OF THE
UNITED STATES OF AMERICA
AND
THE GOVERNMENT OF THE
UNITED KINGDOM OF LIBYA**

AGREEMENT

BETWEEN

THE GOVERNMENT OF THE UNITED STATES OF AMERICA

AND

THE GOVERNMENT OF THE UNITED KINGDOM OF LIBYA

PREAMBLE

The Government of the United States of America and the Government of the United Kingdom of Libya, desiring to strengthen the firm friendship and understanding now existing between them; confirming their determination to cooperate amicably and to support each other mutually in the international field, and to contribute to the maintenance of peace and security within the framework of the Charter of the United Nations; [!] and being of the opinion that cooperation within the territory of Libya will assist in achieving these objectives; have entered into the present Agreement.

ARTICLE IAGREED AREAS

(1) The Government of the United Kingdom of Libya grants permission to the Government of the United States of America to occupy and use for military purposes, for the duration of the present Agreement and in accordance with its terms and conditions, those areas which are presently used and occupied by the Government of the United States of America as well as such additional areas as may be agreed upon in writing from time to time by the two Governments. All areas used and occupied by the Government of the United States of America pursuant to this paragraph shall hereinafter be referred to as "agreed areas".

(2) A particular agreed area shall cease to be considered as such whenever the Government of the United States of America shall notify the Government of the United Kingdom of Libya that it no longer requires such area.

¹Treaty Series 993; 59 Stat. 1031.

ARTICLE IIDEVELOPMENT AND SECURITY OF AGREED AREAS

The Government of the United States of America may make arrangements for and carry out directly or through its contractors the installation, construction and removal of facilities within the agreed areas to improve and adapt such areas for military purposes and to provide for the internal security of such areas. The authorities of the Government of the United States of America will not, however, demolish any buildings existing on public lands at the time of first entry of the United States forces on such lands or cut or remove trees in any substantial number growing on such lands without the consent of the appropriate authorities of the Government of the United Kingdom of Libya.

ARTICLE IIICONTROL OF AIRCRAFT, VESSELS AND VEHICLES

(1) The Government of the United States of America may exercise full control over aircraft, ships and water-borne craft, and vehicles entering, leaving and while within the agreed areas.

(2) The Government of the United Kingdom of Libya shall arrange for such controls over aircraft, vessels and vehicles entering, leaving and while within areas near the agreed areas as are agreed by the two Governments to be necessary to carry out the purposes of the present Agreement and ensure the security of United States forces and property in Libya.

ARTICLE IVCOMMUNICATION AND PIPELINE FACILITIES

The Government of the United States of America may construct and maintain such wire communication and pipeline facilities outside of the agreed areas as the two Governments agree are necessary to carry out the purposes of the present Agreement.

ARTICLE VPUBLIC SERVICES AND FACILITIES

Upon the request of the Government of the United States of America and provided that the Government of the United Kingdom of Libya is assured that the public and private interests in Libya will be duly safeguarded, the public services and facilities in Libya shall be made available as far as practicable for the use of the Government of the United States of America and members of the United States forces. The charges therefor shall be the same as those paid by other users, unless otherwise agreed.

ARTICLE VIUSE OF AGREED AREAS

(1) The agreed areas shall be used and occupied exclusively by the Government of the United States of America except as otherwise provided in this Article.

Agreed areas used exclusively by the Government of the United States of America will be maintained at its expense.

(2) The two Governments, as an element in collective military measures to maintain or restore international security, may agree to a joint use and occupancy of an agreed area by the two Governments, or by the United States of America and any nation with which the United Kingdom of Libya has a Treaty of Friendship and Alliance. The cost of maintenance of an agreed area which is used jointly by the two Governments, or by the United States of America and any other nation, shall be apportioned on the basis of usage, at rates and charges which are mutually satisfactory to the users.

(3) The Government of the United States of America may request the Government of the United Kingdom of Libya to permit the use of the agreed areas for training purposes by small groups of military personnel of countries other than the United States of America, such personnel to be at all times while in Libya under the United States auspices and control. The Government of the United Kingdom of Libya is prepared to examine all such requests expeditiously on a case by case basis and inform the Government of the United States of America of its decision.

ARTICLE VIIACQUISITION OF LAND

(1) Except as otherwise agreed by the two Governments in accordance with paragraph (2) of this Article, the Government of the United Kingdom of Libya will make all acquisitions of land and other arrangements required to permit occupation and use of lands and interests in lands for the purposes of the present Agreement. The Government of the United States of America shall not be obliged to compensate any Libyan national or other person for the occupation or use of lands in which he has an interest and which are made available to the Government of the United States of America under the provisions of this paragraph, but it agrees to pay to the Government of the United Kingdom of Libya on behalf of such national or person annually an equitable rental for such occupation or use. The two Governments agree that once the equitable annual rental for such lands has been determined, the amount of that rental shall not be changed for the duration of the present Agreement without the consent of both Governments.

(2) Subject to agreement between the two Governments, the Government of the United States of America may rent lands or any interest in or relating to lands directly from private owners or make other arrangements with private owners as required to permit occupation and use of agreed areas in accordance with the provisions of the present Agreement. If satisfied that there is unreasonable refusal by a private owner, after he has received an offer of equitable compensation, to make available land or an interest in land necessary for the purpose of the present Agreement, the Government of the United Kingdom of Libya will take the necessary steps to ensure that such land or interest in land is made available.

(3) The rentals paid by the Government of the United States of America on the date of the entry into force of this Agreement for the occupation and use of lands and interests in lands within the agreed areas shall be deemed to be the equitable rentals payable for such occupation or use.

(4) Lands or interests in lands occupied or used by the Government of the United States of America under the provisions of this Article shall be regarded as agreed areas for the purposes of the present Agreement.

(5) Compensation to private owners for damage arising out of the occupation and use of property, if not otherwise paid, shall be paid by the Government of the United States of America under the provisions of Article XIX.

ARTICLE VIII

MOVEMENT OF FORCES, AIRCRAFT, VESSELS AND VEHICLES

(1) The Government of the United Kingdom of Libya grants to the United States forces and United States public vessels, aircraft, and vehicles, including armor, the right of free access and egress to and from the agreed areas and movement within and between the agreed areas, by land, air and sea, for the purposes of the present Agreement. The right shall include freedom from compulsory pilotage and all toll charges anywhere within Libya, including territorial waters. With a view to facilitating control of harbor traffic within Libyan port areas open to commerce, reasonable notice will be given to the appropriate port authorities of the arrival of a United States public vessel in any such port area. The provisions of this paragraph shall not apply to courtesy visits of United States Government vessels unrelated to the present Agreement. Such visits shall be governed by customary international practice.

(2) By agreement between the two Governments, United States forces and United States public vessels, aircraft and vehicles, including armor, shall have freedom of movement in other districts of Libya, including the territorial waters, in order to carry out the purposes of the present Agreement.

(3) Subject to such conditions (including conditions governing flight over towns) as may be agreed upon by the appropriate authorities of the two Governments, United States public aircraft may fly over any of the territory of Libya, including territorial waters. United States public aircraft shall not fly over areas prohibited by the Government of the United Kingdom of Libya to foreign aircraft in general, except as may be agreed. In an emergency United States public aircraft may land on and take off from any of the territory of Libya, including territorial waters, and, under such conditions as may be agreed upon by the appropriate authorities of the two Governments, United States public aircraft may use airports and other aviation facilities outside the agreed areas.

(4) In the exercise of the privileges described in this Article all reasonable precautions will be taken by the Government of the United States of America to avoid damage to public facilities.

(5) The Government of the United States of America accepts the principle that military members of the United States forces should wear civilian clothes when in Benghazi and Tripoli in an off-duty status.

ARTICLE IX

ACCESS FACILITIES

The Government of the United States of America may, at its own expense, and in agreement with the Government of the United Kingdom of Libya, and without the right to claim compensation from that Government at any time, construct and maintain necessary roads and bridges, and improve and deepen harbors, channels, entrances and anchorages, affording access to the agreed areas.

ARTICLE XVACATING AGREED AREAS

When the Government of the United States of America permanently vacates an agreed area, permanent constructions thereon shall not be removed and the Government of the United States of America shall not be entitled to any compensation for such constructions. Except as provided in the preceding sentence, all property constructed, installed, brought into or procured in Libya under or prior to the present Agreement by the Government of the United States of America shall remain its property and may be removed from Libya, free of any restrictions, or disposed of in Libya by the Government of the United States of America as agreed with the Government of the United Kingdom of Libya, at any time before the termination of the present Agreement or within a reasonable time thereafter. Any such property not so removed or so disposed of before the termination of the present Agreement or within a reasonable time thereafter will cease to be the property of the Government of the United States of America and the Government of the United Kingdom of Libya shall not be obligated to compensate the Government of the United States of America for such property.

ARTICLE XICONDITION OF AGREED AREAS UPON RELEASE

The Government of the United States of America is not obligated to turn over the agreed areas to the Government of the United Kingdom of Libya at the expiration of the present Agreement in the condition in which they were at the time of their occupation by the Government of the United States of America.

ARTICLE XIIOTHER OBLIGATIONS

The present Agreement is made in accordance with the principles laid down in the Charter of the United Nations and nothing in the Agreement shall be construed to conflict with the obligations assumed by the United States of America under that Charter, which obligations the United Kingdom of Libya also accepts pending its admission to the United Nations. Further, the two Governments declare that nothing in the present Agreement conflicts with or prejudices or is intended to conflict with or prejudice international obligations assumed by either Government under any other existing international agreements, conventions or treaties, including, in the case of the United Kingdom of Libya, the Covenant of the League of Arab States.

ARTICLE XIIIMILITARY AND CIVILIAN PERSONNEL

The Government of the United Kingdom of Libya authorises the Government of the United States of America to employ and supervise military and civilian personnel as required in connection with operations under the present Agreement.

ARTICLE XIVSURVEYS

The Government of the United States of America may make engineering, topographic, hydrographic, coast and geodetic, and other technical surveys (including aerial photographs) in any part of Libya and the waters adjacent thereto. The Government of the United States of America shall notify the Government of the United Kingdom of Libya when any survey is to be made outside the agreed areas, and the Government of the United Kingdom of Libya may, if so desired, designate an official representative to be present when any survey is made outside the agreed areas. A sufficient number of copies with title and triangulation and other control data of any such survey shall be furnished to the Government of the United Kingdom of Libya.

ARTICLE XVPOST OFFICES

The Government of the United States of America may establish, maintain and operate United States post offices in the agreed areas for domestic use between United States post offices in the agreed areas and between such post offices and other United States post offices. Such post offices shall be for the exclusive use of the authorities, agencies and offices of the Government of the United States of America, the members of the United States forces and nationals of the United States of America holding an official position in Libya with the Government of the United States of America.

ARTICLE XVIENTRY AND DEPARTURE OF UNITED STATES FORCES

(1) The Government of the United States of America may bring into Libya members of the United States forces in connection with carrying out the purposes of the present Agreement.

(2) The laws of the Government of the United Kingdom of Libya shall not apply to prevent admission or departure into or from Libya of members of the United States forces. Passport and visa requirements shall not be applicable to military members of United States forces, but they shall be furnished with appropriate identification cards or tags and samples of such identification cards or tags shall be filed with the Government of the United Kingdom of Libya. Passport and visa requirements shall be applicable to non-military members of the United States forces.

(3) The Government of the United Kingdom of Libya shall exempt members of the United States forces from any laws providing for the registration and control of aliens. The Government of the United States of America shall take every step open to it to ensure the correct behavior of all members of the United States forces and will provide such information as the Government of the United Kingdom of Libya may require about the civilian members, as may appropriately be furnished, bearing in mind their status as members of the United States forces.

(4) If the status of any member of the United States forces brought into Libya by the Government of the United States of America is altered so that he would no longer be entitled to such admission, the Government of the United States of America shall notify the Government of the United Kingdom of Libya and shall, unless the Government of the United Kingdom of Libya permits him to remain, remove him from Libya as soon as possible, and shall in the meantime prevent him from becoming a public responsibility of the United Kingdom of Libya.

(5) If the Government of the United Kingdom of Libya requests the removal of any member of the United States forces whose misconduct renders his presence in Libya undesirable, the Government of the United States of America shall remove him from Libya as soon as possible.

ARTICLE XVIIAGENCIES OF UNITED STATES FORCES

The Government of the United States of America may establish agencies in the agreed areas, including concessions such as sales commissaries, military service exchanges, messes and social clubs for the exclusive use of members of the United States forces and nationals of the United States having comparable privileges; and such agencies shall be free of all licenses, fees, excise, sales or other taxes or imposts. The merchandise or services sold or dispensed by such Government agencies shall be free of all taxes, duties, imposts and inspection by the Government of the United Kingdom of Libya. Administrative measures shall be taken by United States military authorities to prevent the resale of goods which are sold under the provisions of this Article to persons not entitled to buy goods at such agencies, and generally to prevent abuse of the privileges granted under this Article. There shall be cooperation between such authorities and the appropriate authorities of the Government of the United Kingdom of Libya to this end.

ARTICLE XVIIIHEALTH AND SANITATION

The appropriate authorities of the two Governments will cooperate in making arrangements in the interest of sanitation and health. Any measures in the interests of sanitation or health which are required to be taken in the agreed areas to meet acceptable international standards will be the responsibility of the Government of the United States of America.

ARTICLE XIXCLAIMS AND JURISDICTION IN CIVIL MATTERS.

(1) The Government of the United States of America agrees to pay just and reasonable compensation for valid claims of the Government of the United Kingdom of Libya for damage, loss or destruction of its property caused by military members of the United States forces who are in Libya under the terms of the present Agreement, or by civilian employees of the United States armed services, including those who are nationals of or ordinarily resident in Libya, in connection with operations under the present Agreement.

(2) The Government of the United States of America agrees to pay just and reasonable compensation for valid claims of persons who are nationals of Libya, or inhabitants of that country, for damage, loss or destruction of property, or for injury or death, caused by military members of United States forces who are in Libya under the terms of the present Agreement or by civilian employees of the United States armed services, including those who are nationals of or ordinarily resident in Libya, in connection with operations under the present Agreement.

(3) All such claims will be processed and paid in accordance with the applicable provisions of United States law, and the courts of Libya will not entertain any such claims against members of the United States forces.

(4) In all other civil cases involving members of the United States forces the Libyan courts will have jurisdiction.

ARTICLE IXJURISDICTION - CRIMINAL MATTERS

(1) The United States military authorities shall have the right to exercise within the United Kingdom of Libya all criminal and disciplinary jurisdiction conferred on them by the laws of the United States of America over members of the United States forces in the following cases, namely:

- (a) Offenses solely against the property of the Government of the United States of America, or against the person or property of another member of the United States forces,
- (b) Offenses committed solely within the agreed areas,
- (c) Offenses solely against the security of the United States of America, including treason, sabotage, espionage or violation of any law relating to official secrets, or secrets relating to the national defense of the United States of America,
- (d) Offenses arising out of any act or omission done in the performance of official duty,

and in every such case where such criminal and disciplinary jurisdiction exists, the members of the United States forces shall be immune from the jurisdiction of the Libyan courts.

(2) In other cases the Libyan courts shall exercise jurisdiction unless the Government of the United Kingdom of Libya waives its right to exercise jurisdiction. The Government of the United Kingdom of Libya will give sympathetic consideration to any request from the United States authorities for a waiver of its right in cases where the United States authorities consider such waiver to be of particular importance, or where suitable punishment can be applied by disciplinary action without recourse to a court.

(3) The United States and Libyan authorities will assist each other in the arrest and handing over to the appropriate authority of members of the United States forces for trial in accordance with the above provisions, and the Libyan authorities

will immediately notify the United States authorities if they arrest any member of the United States forces. The Libyan authorities will, if the United States authorities request the release on remand of an arrested member of the United States forces, release him from their custody on the United States authorities' undertaking to present him to the Libyan courts for investigatory proceedings and trial when required.

(4) The United States and Libyan authorities will assist each other in the carrying out of all necessary investigations into offenses, and in the collection and production of evidence, including the attendance of witnesses at the trial and the seizure and, in proper cases, the handing over of objects connected with an offense. The handing over of such objects may, however, be made subject to their return within the time specified by the authority delivering them.

(5) Whenever a member of the United States forces is prosecuted in a Libyan court he shall be entitled:

- (a) to be presumed innocent until proved guilty according to law in a trial in which he has had the guarantees necessary for his defense,
- (b) to a prompt and speedy public trial,
- (c) to be informed, in advance of trial, of the specific charge or charges made against him,
- (d) to refuse to testify against himself,
- (e) to be confronted with the witnesses against him,
- (f) to be permitted full opportunity to examine all witnesses,
- (g) to have compulsory process for obtaining witnesses in his favor, if they are within the jurisdiction of the Libyan courts,
- (h) to have legal representation of his own choice for his defense or to have free or assisted legal representation under the conditions prevailing for the time being in Libya,
- (i) to have his legal representatives present during all stages of proceedings against him,
- (j) to have, if he considers it necessary, the services of a competent interpreter,
- (k) to communicate with the United States authorities and to have a representative of those authorities present at his trial, and
- (l) to such other rights as are guaranteed under the constitution and laws of the United Kingdom of Libya to persons on trial in those courts.

(6) The Libyan authorities will notify the United States authorities of the result of any trial in a Libyan court of a member of the United States forces.

(7) Witnesses who are alleged to have committed perjury or contempt of court in proceedings before the United States service tribunals or authorities and who are not subject to the law administered by those tribunals and authorities will be turned over to the Libyan authorities. Provision will be made by the laws of Libya for the trial and punishment of such offenders.

(8) The Government of the United States of America will have the right to police the agreed areas and to maintain order therein and may arrest therein any alleged offenders and, when they are triable by the Libyan courts, will forthwith turn them over to the Libyan authorities for trial.

(9) Outside the agreed areas, members of the United States forces may be employed on police duties by arrangement with the appropriate Libyan authorities. The Libyan authorities shall be primarily responsible for the protection of cables carrying light, power or communications to any of the agreed areas, whether such cables are the property of the Government of the United States of America or otherwise, but they may make arrangements with the United States authorities for the employment of members of the United States forces for this purpose. In such cases, the Libyan police with whom members of the United States forces may be serving shall have paramount authority with respect to the persons and property of persons who are nationals of or ordinarily resident in Libya.

ARTICLE XXI

DRIVING PERMITS

The Government of the United Kingdom of Libya either shall honor, without driving test or fee, driving permits issued by the Government of the United States of America or a subdivision thereof to members of the United States forces; or issue its own driving permits without test or fee to such persons who hold such United States permits. Members of the United States forces who do not hold driving permits issued by the Government of the United States of America or a subdivision thereof shall be required to comply with whatever regulations Libya may establish with regard to driving permits.

ARTICLE XXIIPOSSESSION AND CARRIAGE OF ARMS

Military members of the United States forces in Libya may possess and carry arms as required in the performance of official duties.

ARTICLE XXIIILOCAL PURCHASES AND EMPLOYMENT OF LOCAL LABOR

(1) Members of the United States forces may purchase locally goods necessary for their own consumption and such services as they need under the same conditions as Libyan nationals.

(2) The Government of the United States of America may purchase locally goods required for the subsistence of the United States forces and it shall be the policy of the Government of the United States of America to purchase such goods locally if they are available and of the standard required by United States authorities. In order to avoid any such purchases having an adverse effect on the Libyan economy, the appropriate authorities of the Government of the United Kingdom of Libya will indicate, when necessary, any articles the purchase of which should be restricted or forbidden.

(3) The Government of the United Kingdom of Libya consents to the employment of Libyan civilians by the Government of the United States of America, or its contractors, and it shall be the policy of the Government of the United States of America and its contractors to prefer the employment of Libyan civilians when they are available and qualified to do the work involved. The conditions of employment for Libyan nationals and persons normally resident in Libya, particularly in respect to wages, supplementary payments, insurance, and conditions for the protection of workers, shall be generally those laid down by Libyan law.

(4) Upon the request of the appropriate authorities of the Government of the United Kingdom of Libya, the United States military authorities will withhold and pay over to the Government of the United Kingdom of Libya all income tax or other deductions from the wages of persons other than members of the United States forces employed by the Government of the United States of America, who may by Libyan law be subject to such tax or deductions in the same manner and to the same extent as any other employer.

ARTICLE XXIV

TAXES, DUTIES, ETC.

(1) The temporary presence in Libya of a member of the United States forces shall constitute neither residence nor domicile therein and shall not of itself subject him to taxation in Libya, either on his income or on his property the presence of which in Libya is due to his temporary presence there, nor, in the event of his death, shall it subject his estate to a levy of death duties. Land and permanent structures thereon located in Libya which are purchased by a member of the United States forces shall be subject to the laws of the United Kingdom of Libya as to taxation.

(2) No national of the United States of America or corporation organised under the laws of the United States of America, resident in the United States of America, shall be liable to pay the Government of the United Kingdom of Libya any tax in respect of any income derived under a contract with the Government of the United States of America in connection with operations under the present Agreement. The provisions of this paragraph shall not, however, apply to any such national or corporation engaged in business in Libya otherwise than under such a contract with the Government of the United States of America.

(3) No tax, duty or other charge of any nature shall be levied or assessed on material, equipment, supplies or goods brought into Libya or procured in Libya by United States authorities for the use of the Government of the United States of America or its agents or for the use of persons present in Libya only in connection with operations under the present Agreement.

(4) Members of the United States forces may at the time of their first arrival in Libya or at the time of the first arrival of any of their dependents to join them, import into Libya free of customs duty their personal effects and household goods and their private motor vehicles for personal use.

(5) The provisions of this Article shall not exempt members of the United States forces from the payment of any license fees imposed under the laws of the United Kingdom of Libya on private radios outside the agreed areas and any registration or license fee imposed under the laws of the United Kingdom of Libya in respect of private motor cars.

ARTICLE XXV

CUSTOMS LAWS AND REGULATIONS

(1) The laws and regulations administered by the customs authorities of the Government of the United Kingdom of Libya, including the right to inspect and seize, shall have no application to:

(a) Service and construction material, equipment, supplies, provisions and other goods, brought into Libya by the Government of the United States of America or its contractors in connection with operations under the present Agreement for the exclusive use of the United States forces.

(b) Personal effects, household goods, including privately owned automobiles and furniture, and other goods brought into Libya by the authorities of the Government of the United States of America directly or through the customary civil channels of Libya for the personal use of members of the United States forces at the time of their first arrival in Libya or at the time of the first arrival of any of their dependents to join them.

(c) Official documents under seal.

(d) Mail sent to and from post offices established pursuant to Article XV.

(2) Property falling within the provisions of Paragraph (1) of this Article may be exported from Libya, without regard to the customs laws and regulations of the United Kingdom of Libya.

(3) Property brought into Libya under the provisions of Paragraph (1) of this Article may not be disposed of in Libya except for the purposes of operations under the present Agreement, or, to any person or corporation having the right to bring property into Libya in accordance with Paragraph (1) of this Article, or, under conditions imposed by the appropriate authorities of the Government of the United Kingdom of Libya. The Government of the United States of America may, however, dispose of such property to the government of any nation entitled to make use of agreed areas in accordance with the provisions of the present Agreement or to the personnel of such government engaged in activities connected with such use of an agreed area. The United States military authorities will prescribe and enforce regulations designed to prevent the sale or supply to individual members of the United States forces of quantities of goods imported into Libya free of charge which would be in excess of personal requirements of such personnel and which in consultation with the appropriate authorities of the Government of the United Kingdom of Libya, are determined to be most likely to become items of gift, barter or sale in the free market in Libya.

ARTICLE XXVI

USE OF CURRENCY

(1) The United States authorities will take the necessary measures in cooperation with the appropriate Libyan authorities to safeguard Libyan foreign exchange legislation or regulations.

(2) With respect to the acquisition of Libyan currency, the United States forces will have the authority to purchase local currency with United States dollars at the most favorable rate from authorized banking facilities and institutions, provided that Libyan currency now available or which may become available to the Government of the United States of America may be used by the Government of the United States of America for such purposes as it desires.

(3) The United States authorities may import, export, possess and use United States currency, the currency of any third state, and instruments or scrip expressed in United States currency.

(4) The United States authorities may pay the United States forces in instruments expressed in United States currency, or scrip denominated in units of United States currency, or in Libyan currency, or in United States currency, provided that payment in United States currency shall take place after consultation between the appropriate authorities of the two Governments. The United States authorities will take appropriate measures to assure that the use of scrip denominated in units of United States currency is restricted to internal transactions within installations and areas in use by the United States forces.

ARTICLE XXVIICOMPLIANCE

The Government of the United States of America shall take the necessary measures to prevent abuse of the privileges granted by the Government of the United Kingdom of Libya under the present Agreement.

ARTICLE XXVIIIDEFINITIONS

In the present Agreement the following expressions have the meanings hereby respectively assigned to them:

"The two Governments" means the Government of the United Kingdom of Libya and the Government of the United States of America.

"The Government of the United Kingdom of Libya" means the federal Government of the United Kingdom of Libya.

"United States forces" includes personnel belonging to the armed services of the United States of America and accompanying civilian personnel who are employed by or serving with such services (including the dependents of such military and civilian personnel), who are not nationals of, nor ordinarily resident in Libya; and who are in the territory of Libya in connection with operations under the present Agreement.

"Agreed areas" means those areas and their component parts (including land, buildings, structures, water, stone and other construction materials, and things other than minerals, including petroleum, and archeological remains which are on, in, or over land and land covered by water) which the two Governments shall agree may be occupied and used by the Government of the United States of America under the terms and conditions of the present Agreement.

"Military purposes" means, within the agreed areas and elsewhere as provided in the present Agreement, the installation, construction, maintenance, use and operation of military equipment and facilities, including facilities for the training, accommodation, hospitalization, recreation, education, and welfare of members of the United States forces; and the operations of the Government of the United States of America and its contractors and of authorized service organizations under the present Agreement; and the storage of the property of the Government of the United States of America and its contractors and of authorized service organizations which are in Libya in connection with the operations under the present Agreement.

"United States public vessel" and "United States public aircraft" mean vessels (including waterborne craft of all kinds) and aircraft belonging to the Government of the United States of America or operating under charter, contract or otherwise for the purposes of the United States armed services.

ARTICLE XXIX

DISPUTES

Matters relating to the interpretation of the present Agreement and to the settlement of disputes arising therefrom shall be examined in common by the appropriate authorities of the two Governments. In the event it is not possible for such authorities to reach agreement, the two Governments will consider the practicability of submitting the dispute to an independent third person or body.

ARTICLE XXXRATIFICATION AND DURATION

The present Agreement shall come into force upon the date of receipt by the Government of the United States of America of a notification from the Government of the United Kingdom of Libya ^[1] of its ratification of the present Agreement and without having any retroactive effect shall replace the existing arrangements between the two Governments on the matters covered in the present Agreement. The present Agreement shall continue in force until December 24, 1970 and after that date shall continue in force until either of the two Governments gives to the other notice of termination, in which event, the Agreement shall cease to be effective one year after the date of receipt of such notice.

IN WITNESS WHEREOF, the undersigned duly authorized representatives of the Government of the United States of America and the Government of the United Kingdom of Libya have signed the present Agreement.

Done in duplicate at Benghazi in the English and Arabic languages, both texts being equally authentic, the ninth day of September 1954.

For the Government of the United States of America:

LIONEL M. SUMMERS [SEAL]

For the Government of the United Kingdom of Libya:

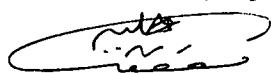
BEN HALIM [SEAL]

¹ Oct. 30, 1954.

وأقراراً لذلك وقع الموقعان أدناه، مشتمل
حكومة المملكة الليبية المتحدة وممثل حكومة الولايات
المتحدة الأمريكية " المتصوّر لهما تصريحًا صحيحًا
على هذه الاتفاقية .

حرر ببنفازى فى صورتين باللغتين العربية والإنجليزية
وكلا النصين متساوٍ فى صحته فى اليوم التاسع من شهر سبتمبر
سنة ١٩٥٤

من حكومة المملكة الليبية المتحدة



من حكومة الولايات المتحدة الأمريكية



[SEAL]

[SEAL]

المادة التاسعة والعشرون

الخلافات

تنتظر السلطات المختصة في الحكومتين بالاشتراك في المسائل التي تخص تفسير هذه الاتفاقية وفي فض الخلافات الناشئة عنه . وفي حالة ما إذا لم تتمكن هذه السلطات من الوصول إلى اتفاق تنظر الحكومتان في إمكان طرح الخلاف على شخص ثالث مستقل أو هيئة مستقلة .

المادة الثلاثون

ابراام الاتفاقية و مدتها

توضع هذه الاتفاقية موضع التنفيذ بتاريخ ٢٤ ديسمبر ١٩٧٠ حكومة الولايات المتحدة الأمريكية لاعمار من حكومة المملكة العربية المتحدة بإبرام الاتفاقية وتحصل دون أن يكون لها أثر رجعي محل الترتيبات القائمة بين الحكومتين بخصوص الشؤون التي هي موضوع هذه الاتفاقية . وبطائل العمل بهذه الاتفاقية إلى يوم ٢٤ ديسمبر ١٩٧٠ ويستمر العمل بها بعد ذلك التاريخ إلى أن تشعر أحدي الحكومتين الأخرى بانهائهما في هذه الحالة يتنهى تنفيذ الاتفاقية بعد مرور سنة من تسلم الأشعار المذكور .

تعنى "الحكومتان" حكومة الملكة الليبية المتحدة وحكومة الولايات المتحدة الأمريكية.

تعنى "حكومة الملكة الليبية المتحدة" الحكومة الاتحادية للملكية الليبية المتحدة.

تشمل "قوى الولايات المتحدة" الاشخاص التابعين للخدمات المسلحة للولايات المتحدة الأمريكية والاشخاص المدنيين المرافقين لهم الذين هم مستخدمو من قبل او يخدمون مع تلك الخدمات (بما في ذلك معمولو هولاً الاشخاص العسكريين والمدنيين) والذين ليسوا من مواطنى ليبيا ولا يقيمون عادة فى ليبيا والذين هم فى ليبيا لما يتعلق بالعمليات بموجب هذه الاتفاقية.

تعنى "المناطق المتفق عليها" "المناطق والاجزاء" التى تتألف منها (بما في ذلك الاراضي والمبانى والمنشآت والمسا" والجحارة ومواد البنية" الأخرى والاشهاء" - باستثناء الافزار والمعادن بما في ذلك البترول - التي هي على الارض او على الارض الغمراء بالمسا" او فيها او فوقها) التي تتفق الحكومتان على انه يجوز لحكومة الولايات المتحدة اشغالها واستعمالها بموجب نصوص هذه الاتفاقية وشروطها.

تعنى "الاراضي العسكرية" داخل المناطق المتفق عليها وفى غيرها كما هو منصوص فى هذه الاتفاقية منشآت المعدات والتجهيزات العسكرية وبما فيها وصيانتها واستعمالها وتشغيلها بما في ذلك التجهيزات للتدريب واسكان اعضاً قوات الولايات المتحدة لاستئجارهم ولتسليتهم ولتعليمهم وتلقيهم بالمعرفة عنهم وعمليات حكومة الولايات المتحدة وعمليات مطابقها والنظمات العسكرية المصرح لها بموجب هذه الاتفاقية وتخزين ممتلكات حكومة الولايات المتحدة ومتلكات مقاولتها ومتلكات المنظمات العسكرية المصرح لها التي توجد فى ليبيا بالنسبة للعمليات بموجب هذه الاتفاقية.

تعنى "سفن الولايات المتحدة الحكومية" و"دائرات الولايات المتحدة الحكومية" السفن (بما في ذلك اي نوع من انواع المركبات المحمولة على الماء) والدائرات التابعة لحكومة الولايات المتحدة الأمريكية او العاملة بموجب التزامات معها او بموجب عقد او بایدة دائرة اخرى لفنيات خدمات الولايات المتحدة المسلحة.

- (٢) بالنسبة للحصول على العملة الليبية يصح لقوات الولايات المتحدة شراء العملة المحلية من البنوك والمؤسسات المالية المصر لها مقابل دولارات الولايات المتحدة بافضل سعرطن ان يجوز لحكومة الولايات المتحدة الأمريكية ان تتصرف لطليدها الان او ما يكون لديها من عملة ليبية لما ترغب فيه من غایات .
- (٣) يجوز لسلطات الولايات المتحدة ان تستورد وتصدر وتحوز وستعمل عملة الولايات المتحدة وعملة اية دولة ثالثة حكراً مالية او عملة مسكنة قيمتها مبنية بعملة الولايات المتحدة .
- (٤) يجوز لسلطات الولايات المتحدة ان تدفع لقوات الولايات المتحدة حكراً مالية قيمتها مبنية بعملة الولايات المتحدة او عملة عكسيّة قيمتها مبنية بوحدات عملة الولايات المتحدة او عملة ليبية او عملة الولايات المتحدة على شرط ان يتم الدفع بعملة الولايات المتحدة بعد التبادير بين السلطات المختصة في الحكومتين . وتخذ سلطات الولايات المتحدة التدابير المناسبة لتضمن انتصار استعمال العملة العكسيّة المبنية قيمتها بوحدات عملة الولايات المتحدة على المعاملات الداخلية في المنشآت والمناطق التي تستعملها قوات الولايات المتحدة .

المادة السابعة والعشرون

تدابير منع اساءة الاستعمال

يتحتم على حكومة الولايات المتحدة اتخاذ التدابير اللازمة لمنع اساءة استعمال الاموال السنوية من قبل حكومة المملكة الليبية المتحدة بموجب هذه الاتفاقية .

المادة الثامنة والعشرون

التمان

يكون للتعديلات الاتية في هذه الاتفاقية المعروفة هنا المعنونة لكل منها :

المادة الخامسة والعشرون**القوانين واللوائح الجمركية**

(١) لا تطبق القوانين واللوائح التي تسير طبقاً سلطات الجمارك في ليبيا، بما في ذلك حق التقيش والمصادرة على : -

أ) مواد الصيانة والبناء ، والمعدات ، والمؤن ، والمعدات ، والبضائع الأخرى ، التي تحضرها إلى ليبيا حكمة الولايات المتحدة الأمريكية أو يحضرها مطابقها لما يتعلق بالعمليات بموجب هذه الاتفاقية لاستعمال قوات الولايات المتحدة وحدها .

ب) الامم المتحدة الشخصية والأدوات المنزلية بما في ذلك السيارات الخاصة والآلات والبضائع الأخرى التي تحضرها إلى ليبيا سلطات الولايات المتحدة الأمريكية معاشرة أو بالطرق العادلة بليبيا لاستعمال أعضاء قوات الولايات المتحدة عند أول وصولهم إلى ليبيا أو عند أول وصول أي ممول لهم للاتصال بهم .

ج) المستندات الرسمية .

د) البريد المرسل من وإلى مكاتب البريد التابعة للولايات المتحدة والمؤسسات بموجب المادة الخامسة عشرة .

(٢) بـ يجوز تصدير الممتلكات التي تقع ضمن نصوص الفقرة (١) من هذه المادة من ليبيا بغض النظر عن قوانين الجمارك الليبية ولوائحها .

(٣) لا يجوز التصرف في ليبيا بالمتلكات المحضرة إلى ليبيا بموجب نص الفقرة (١) من هذه المادة إلا لغرض عمليات هذه الاتفاقية أو لصالح أي شخص له اوية شركة لها حق احضار ممتلكات إلى ليبيا بموجب الفقرة (١) من هذه المادة أو الإشراف عليها بفرضها السلطات المختصة لحكومة المملكة الليبية المتحدة ولكن يجوز لحكومة الولايات المتحدة الأمريكية أن تصرف بهذه السلطات لصالح حكومة أي دولة لها حق استعمال المناطق التي تتفق عليها بموجب احكام هذه الاتفاقية أو لصالح موظفي تلك الحكومة الذين يقومون بشناط له صلة بذلك الاستعمال لمنطقة تتفق عليها . وعلى سلطات الولايات المتحدة العسكرية أن تضع وان تنفذ إنشاء غايتها الجليلة دون بيع كميات من البضائع ، كانت استوردة إلى ليبيا معفاة من الرسوم الجمركية ، لافراد أعضاء قوات الولايات المتحدة دون تزويدهم بها ، الجليلة دون بيع أو تزويد الكهرباء من البضائع التي تكون فائقة على الاحتياجات الشخصية لهم لا لغيرها والتي يتقرر بعد التشاور مع السلطات المختصة في المملكة الليبية المتحدة ب أنها ستتصدر في الغالب مواد للهيئة أو المقاييس أو البيع في السوق الحرة بليبيا .

المادة السادسة والعشرون**استعمال العملة**

(١) تخذل سلطات الولايات المتحدة التدابير اللازمة بالتعاون مع السلطات الليبية المختصة لحفظ قوانين ليبيا أو لواحدها الخاصة بالعملة الأجنبية .

(٤) بناءً على طلب السلطات المختصة في حكومة المملكة الليبية المتحدة تخصيص سلطات الولايات المتحدة العسكرية وتدفع لحكومة المملكة الليبية المتحدة ضريبة الدخل وكافة ما يجب خصم من أجور ومرتبات الأشخاص، من غير اعفاء قوات الولايات المتحدة، الذين يستخدمهم حكومة الولايات المتحدة الأمريكية والذين هم خاضعون بموجب القانون الليبي لتلك الضريبة ولتلك الخصومات وذلك بنفس الطريقة والتقدار اللذين يطبقان على أي مستخدم آخر.

المادة الرابعة والعشرون

الضرائب والرسوم وما إلى ذلك

(١) أن الوجود العوقت في ليبيا لعضو من قوات الولايات المتحدة لا يعتبر اقامه او سكنا تابعين لها . وهذا الوجود بحد ذاته لا يخضع للضرائب في ليبيا سواءً كان ذلك على دخله او على امواله التي وجودها في ليبيا ناتج عن وجوده العوقت فيها ، كما لا تخضع ممتلكاته في حالة الفلاحة لضريبة الارث . أما الاراضي وما عليها من بنايات دائمة التي تقع في ليبيا والتي يشتغل بها عضو من قوات الولايات المتحدة فتكون خاضعة لقوانين ليبيا فيما يتعلق بالضرائب .

(٢) لا يكون أي من مواطن الولايات المتحدة الأمريكية او اي شركة اسست وقامت لقوانين الولايات المتحدة الأمريكية ، ومكان اقامته او اقامتها في الولايات المتحدة الأمريكية ، عرضة لدفع اي ضرائب الى حكومة المملكة الليبية المتحدة بخصوص اي دخل نتج عن عقد مع حكومة الولايات المتحدة الأمريكية فيما يتعلق بالعمليات بموجب هذه الاتفاقية . ولكن لا تطبق احكام هذه الفقرة على مثل اولئك المواطنين الذين يتوفون او تلك الشركات التي تقم باعمال اخرى في ليبيا في الاعمال الناتجة عن عقد مع حكومة الولايات المتحدة الأمريكية .

(٣) لا تخسر او تقدر اي ضريبة او مكبس او اي رسم آخر من اي نوع على المواد والمعدات والملحق والبضائع التي تحضرها سلطات الولايات المتحدة الى ليبيا او تستحصل عليها بليبيا لاستعمال حكومة الولايات المتحدة الأمريكية او استعمال وكلائها او استعمال الاشخاص الموجودين بليبيا لما له علاقة بالعمليات بموجب هذه الاتفاقية فقط .

(٤) يجوز لاعضاء قوات الولايات المتحدة ان يستوردوا مند اول وصولهم الى ليبيا او عند وصول اي معمل لهم للالتحاق بهم اعتماتهم الشخصية وادواتهم المنزلية وسياراتهم الخاصة لاستعمالهم الشخصي معفاة من الرسوم الجمركية .

(٥) لا تغفر احكام هذه المادة اعفاء قوات الولايات المتحدة من رسوم الرخص المفروضة بموجب قانون ليبيا على اجهزة الراديو خارج المناطق المتنقل عليها او من دفع ضريبة التسجيل او الرخصة المفروضة بموجب قانون ليبيا على السيارات الخاصة .

السادة الحادية والعشرون

رخص القيادة

تعتمد حكومة المملكة الليبية المتحدة بدون اجراء امتحان او جهاية رسوم ، رخص القيادة الصادرة من حكومة الولايات المتحدة الامريكية او من قسم من اقسامها الى اضاً قوات الولايات المتحدة او تصدر هي رخصا للقيادة بدون اجراء امتحان او جهاية رسوم الى الاشخاص الذين يحملون رخصا صادرة في الولايات المتحدة وطلب من اعضاً قوات الولايات المتحدة الذين لا يحملون رخص قيادة صادرة من حكومة الولايات المتحدة الامريكية او من اي قسم من اقسامها ان يمثلوا لجيمس السوائح التي قد تصدرها لليبيا بخصوص رخص القيادة .

السادة الثانية والعشرون

جامعة الامم المتحدة وطن

يجوز لاعضاً قوات الولايات المتحدة العسكريين في ليبيا أن يحرزوا
ويمثلوا أسلحة حسبما يقتضي قيامهم بواجباتهم الرسمية .

الحادية والعشرون

الشواء المحلي واستخدام العمال المحليين

«بـط الاشيـاء المـتعلـقة بـالـجـريـمة وـتـسـليمـها . الا ان تـسـليمـ تلكـ الاـشـيـاء قدـ يـجـعـلـ خـاصـعاـ لـرـدـهـاـ فـيـ الـوقـتـ الـذـيـ تـعـيـنـهـ السـلـطـاتـ الـتـىـ سـلـتـهاـ .

(٥) يـحقـ لـايـ عـضـوـ مـنـ اـعـضاـ قـواتـ الـلـاـيـاتـ الـمـتـحـدـةـ عـنـدـمـ يـحاـكـمـ فـيـ الـحـاـكـمـ الـلـيـبـيـةـ :

أ) انـ يـعـتـبرـ بـرـيشـاـ الىـ انـ شـبـادـتـهـ وـقـاـفـاـ لـلـقـاـونـ ، فـيـ مـحاـكـمـةـ تـوـزـرـتـ لـهـ فـيـهـاـ الـضـمـنـاتـ الـلـازـمـةـ لـلـدـفـاعـ مـنـ نـفـسـهـ .

بـ) انـ يـحاـكـمـ رـاسـاـ مـحاـكـمـةـ فـلـنـيـةـ سـرـيعـةـ .

جـ) انـ يـمـلـنـ قـبـلـ مـحاـكـمـةـ بـالـتـهـمـ اوـ التـهـمـ الـمـعـيـنـةـ الـمـوجـهـ اـلـيـهـ .

دـ) انـ يـرـفـضـ الشـهـادـةـ ضـدـ نـفـسـهـ .

هـ) انـ يـوـاجـهـ بـالـشـهـودـ ضـدـهـ .

وـ) انـ تـاحـ لـهـ الفـرـصـةـ الـكـامـلـةـ لـنـاقـشـتـ جـمـيعـ الشـهـودـ .

زـ) انـ يـتـمـ بـالـإـخـرـاءـ الـجـريـمةـ لـلـحـصـولـ عـلـىـ الشـهـودـ فـيـ صـالـحـهـ اـذـ كـانـ هـوـ لـاـ ضـمـنـ اـخـصـاصـ الـحـاـكـمـ الـلـيـبـيـةـ .

حـ) انـ يـكـونـ لـهـ تـشـيلـ قـائـونـ يـختارـهـ لـلـدـفـاعـ عـنـهـ اوـ انـ يـتـمـ بـالـتـشـيلـ قـائـونـ العـجـانـ اوـ الـعـافـةـ حـسـبـ الـظـرـفـ السـائـدـ فـيـ لـيـبـيـاـ حـالـيـاـ .

طـ) انـ يـحـضـرـ مـعـلـوـمـ قـائـونـمـونـ كـافـيـهـ مـراـحلـ الـاجـراءـاتـ ضـدـهـ .

يـ) انـ يـحـصـلـ عـلـىـ خـدـمـاتـ مـتـرـجـمـ قـدـيرـاـ رـأـيـ ذـلـكـ لـازـماـ .

كـ) انـ يـتـحـلـ بـسـلـطـاتـ الـلـاـيـاتـ الـمـتـحـدـةـ وـانـ يـتـفـرـغـهـ مـثـلـ مـنـ تـلـكـ السـلـطـاتـ لـيـحـضـرـ مـحاـكـمـتـهـ .

لـ) انـ يـحـصـلـ عـلـىـ مـاـ يـضـعـهـ دـسـتـورـ الـمـلـكـةـ الـلـيـبـيـةـ الـمـتـحـدـةـ وـقـوـانـيـنـاـ مـنـ حـقـوقـ أـخـرـىـ لـلـاـشـاخـرـ مـهـنـسـاـ مـحاـكـمـتـهـ فـيـ تـلـكـ الـحـاـكـمـ .

(٦) تـخـطـرـ السـلـطـاتـ الـلـيـبـيـةـ سـلـطـاتـ الـلـاـيـاتـ الـمـتـحـدـةـ بـنـتـيـجـةـ مـحاـكـمـةـ اـىـ عـضـوـ مـنـ اـعـضاـ قـواتـ

الـلـاـيـاتـ الـمـتـحـدـةـ اـمامـ الـحـاـكـمـ الـلـيـبـيـةـ .

(٧) يـعـادـ لـلـسـلـطـاتـ الـلـيـبـيـةـ الشـهـودـ الـذـيـنـ مـنـسـبـ الـمـهـمـ الـحـثـ بـالـمـيـمـ اوـ اـهـانـةـ الـمـحـكـمـ اـثـناـهـ الـاـجـراءـاتـ اـمامـ الـحـاـكـمـ الـلـيـبـيـةـ لـلـلـاـيـاتـ الـمـتـحـدـةـ اوـ اـمامـ سـلـطـاتـهاـ وـالـذـيـنـ هـمـ غـيرـ خـاضـعـينـ لـلـقـوـانـيـنـ الـتـىـ تـطـيـقـهـاـ تـلـكـ الـمـحاـكـمـ وـالـسـلـطـاتـ . وـتـضـمـنـ قـائـونـ لـيـبـيـاـ نـصـوصـاـ لـمـحاـكـمـةـ مـشـلـ هـوـلـاـ التـمـيمـ وـقـابـهـمـ .

(٨) لـحـكـمـةـ الـلـاـيـاتـ الـمـتـحـدـةـ الـاـمـيـكـيـةـ الـحـقـ فـيـ اـنـ تـحـفـظـ النـظـامـ فـيـ الـمـنـاطـقـ الـمـتـفـقـ طـيـهاـ وـتـصـونـ الـامـنـ فـيـهـاـ وـجـوزـ لـهـ اـنـ تـبـيـضـ عـلـىـ الـذـيـنـ تـسـبـ الـمـهـمـ جـنـيـةـ وـانـ تـسـلـمـ نـورـاـ

الـلـىـ سـلـطـاتـ الـلـيـبـيـةـ لـمـحاـكـمـتـهـ عـنـدـمـ يـكـونـ خـاضـعـينـ لـمـحاـكـمـةـ اـمامـ الـحـاـكـمـ الـلـيـبـيـةـ .

(٩) يـجـوزـ اـسـتـخـدـامـ اـعـضاـ قـواتـ الـلـاـيـاتـ الـمـتـحـدـةـ خـارـجـ الـمـنـاطـقـ الـمـتـفـقـ عـلـيـهاـ فـيـ اـعـسـالـ الـبـولـيسـ بـتـرـتـيـبـ مـعـ سـلـطـاتـ الـلـيـبـيـةـ الـمـسـتـصـصةـ . وـتـكـونـ

الـسـلـطـاتـ الـلـيـبـيـةـ الـمـسـئـوـةـ الـرـئـيـسـةـ لـمـعـاـيـرـ الـكـابـلـاتـ الـحـامـلـةـ لـلـسـفـرـ وـالـتـوـرـةـ الـمـرـكـبةـ اوـ الـمـواـصـلـاتـ الـلـاـيـةـ مـنـ الـمـنـاطـقـ الـمـتـفـقـ عـلـيـهاـ سـوـاـ اـكـانتـ

هـذـهـ الـكـابـلـاتـ مـلـكـ الـحـكـمـةـ الـلـاـيـاتـ الـمـتـحـدـةـ اـمـ لـاـ وـلـكـ يـجـوزـ لـهـ اـنـ تـرـتـبـ

معـ سـلـطـاتـ الـلـاـيـاتـ الـمـتـحـدـةـ اـسـتـخـدـامـ اـعـضاـ قـواتـ الـلـاـيـاتـ الـمـتـحـدـةـ لـهـذـهـ الـغاـيـةـ . فـيـ

هـذـهـ الـاـحـوالـ يـكـونـ لـلـبـولـيسـ الـلـيـبـيـ الـذـيـ قـدـ يـخـدـمـ مـعـ اـعـضاـ قـواتـ الـلـاـيـاتـ الـمـتـحـدـةـ الـسـلـطـةـ الـعـلـمـانـيـاـ يـتـمـلـقـ بـاـشـخـاصـ اوـ اـمـلاـكـ الـاـشـخـاصـ الـذـيـنـ هـمـ مـنـ مـوـاـطـنـيـ لـيـبـيـاـ اوـ هـمـ مـنـ السـاكـنـيـنـ طـاـداـ بـلـيـبـيـاـ .

(٣) وتبغ في جميع هذه الادعاءات الاجراءات وتدفع التهمضات بموجب نصوص قانون الولايات المتحدة الأمريكية المعمول بها ولا تنتظر محاكم ليبيا في هذه الادعاءات ضد اخواه قوات الولايات المتحدة .

(٤) ويكون لمحاكم العملة الليبية المتحدة الاختصاص في جميع القضايا المدنية الأخرى التي تخصل اخواه قوات الولايات المتحدة .

المادة العشرون

الاختصاص - المسائل الجنائية

(١) يكون للسلطات العسكرية للولايات المتحدة الأمريكية الحق في ان تمارس داخل المملكة الليبية المتحدة كافة الاختصاص الجنائي والتأديبي الذي تخوله لها قوانين الولايات المتحدة الأمريكية على اخواه قوات الولايات المتحدة في الحالات التالية وهي :

أ) الجرائم التي ترتكب فقط ضد اموال حكومة الولايات المتحدة الأمريكية او ضد عضو آخر من اخواه قوات الولايات المتحدة او ضد ماله .

ب) الجرائم التي ترتكب فقط في المناطق المتفق عليها .

ج) الجرائم التي ترتكب فقط ضد امن الولايات المتحدة الأمريكية بما في ذلك الخيانة العظمى والتسبب والتوجه وخرق اي قانون يتعلق بالاسرار الرسمية او بامساك سبلق بالدفاع الوطني من الولايات المتحدة الأمريكية .

د) الجرائم الفترية على اي نعمل او تصريح حدث اثنان القيام بالواجب الرسمي . وفي جميع الحالات التي يتغير فيها هذا الاختصاص الجنائي والتأديبي يمكن اخواه قوات الولايات المتحدة ممتنعين بحصانة من اختصاص المحاكم الليبية .

(٢) في الحالات الأخرى تمارس المحاكم الليبية الاختصاص اذا تازلت حكومة المملكة الليبية المتحدة من حقها في ممارسة الاختصاص . وتنتظر حكومة المملكة الليبية المتحدة بعين المطاف في اي طلب من سلطات الولايات المتحدة للتنازل عن حقها في الاحوال التي ترى فيها سلطات الولايات المتحدة ان لذلك التنازل اهمية خاصة او عندما يكون بالامكان تطبيق عقوبة مناسبة باتخاذ الاجراءات التأديبية دون اللجوء الى محكمة .

(٣) تتعاون السلطات الليبية وسلطات الولايات المتحدة في القبض على اخواه قوات الولايات المتحدة وتسليمهم للسلطة المختصة للمحاكمة وفقا للادلة المذكورة اعلاه . وتختبر السلطات الليبية في الحال سلطات الولايات المتحدة اذا هي القت القبض على اي عضو من اخواه قوات الولايات المتحدة . واذا قبض على احد اخواه قوات الولايات المتحدة وطلبت سلطات الولايات المتحدة الافراج عنه رهن المحاكمة تقم السلطات الليبية باخلاء سبيله من حراستها على ان تتعهد سلطات الولايات المتحدة بتقديمه الى المحاكمة الليبية لاجراءات التحقيق والمحاكمة عند الطلب .

(٤) تتعاون السلطات الليبية وسلطات الولايات المتحدة على اجزاء جمیع التحقيقات الازمة في الجرائم وعلى جمیع الادلة وابرازها بما في ذلك احضار الشهود وقت المحاكمة وفي الاحوال المناسبة

المنحدرة ومواطني الولايات المتحدة الذين لهم امتيازات مماثلة استعمالاً خصوصاً على هامس
وتكون هذه الوكالات مغفاة من الرخص والرسوم وضرائب الانتاج والبيع ومن الضرائب والمكوس
الآخرى . وتكون البضائع التي تباع او الخدمات التي تقدم من قبل هذه الوكالات الحكومية
مغفاة من جميع الضرائب والمعوارد والمكوس ومن التقيش من قبل حكومة المملكة الليبية المتحدة
وطلي سلطات الولايات المتحدة العسكرية ان تتخذ التدابير الادارية لمنع اعادة بيع البضائع
التي تباع وقتاً لهذه المادة الى الاشخاص غير المصرح لهم بان يبتكروا بضائع من هذه
الوكالات وصورة عامة ان تنبع اساءة استعمال الامتيازات المنحوبة بموجب هذه المادة ،
وستتعاون تلك السلطات مع السلطات المختصة في حكومة المملكة الليبية المتحدة لاج ---
هذه النهاية .

المادة الثامنة عشرة

الدابر الصحابة

تعارض السلطات المختصة في الحكومتين على اتخاذ التدابير
للحفاظ على الصحة . وتكون حكومة الولايات المتحدة مسؤولة عن التدابير
المحمية التي يطلب اتخاذها في الناطق الفقق طبقاً لتناسب مع المتطلبات
الدولية القائمة .

السادسة التاسعة عشرة

الادعاءات والاختصاص المدنى

(١) تفاق حکومۃ الولايات المتحدة الامريكية على ان تدفع تعیضا عادلا وعقة ولا بالسبة للاذمات الصهینة التي تقدم بها حکومۃ المطلک الليبيۃ المتحدة عن الاضرار او الضیاع او التدمیر فی ممتلكاتها التي یسمیها اهداً قوات الولايات المتحدة العسكريون الذين هم فی لیبیا بموجب نصوص هذه الاتفاقیة او التي یسمیها المستخدمون المدنيون لخدمات الولايات المتحدة المسلحۃ ، بما فیهم مواطنو لیبیا او القیمون عادة فی لیبیا ، لما یتعلق بالمعطیات بحسب هذه الاتفاقیة .

(٢) توافق حكومة الولايات المتحدة الامريكية على ان تدفع تعويضاً عادلاً ومقولاً بالنسبة لجمع الادعاءات الصحيحة التي يتقدم بها الاشخاص الذين هم من مواطنى ليبيا او من سكانها ، عن الاضرار او الضرر او التدمير في السلطات او من الاصابات او الوفاة التي يسببها اهباً قوات الولايات المتحدة العسكريون الذين هم في ليبيا بموجب نصوص هذه الاتفاقية او التي يسببها المستخدمون الدنبرون لخدمات الولايات المتحدة المسلحة بطفهم مواطنو لهم او القمعون عادة في ليبيا لما يتعلق بالسلطات بموجب هذه الاتفاقية .

ال المتحدة في المناطق المتفق عليها . وين هذه المكاتب ومكتب بريد الولايات المتحدة الأخرى . ويكون استعمال مكاتب البريد هذه مقصورة على سلالات حكومة الولايات المتحدة الأمريكية ووكالاتها ومكاتبها وعلى اعضاً قوات الولايات المتحدة وعلى مواطنى الولايات المتحدة التولى مناصب رسمية في حكومة الولايات المتحدة الأمريكية بليبيا .

المادة السادسة عشرة

دخول قوات الولايات المتحدة وخروجها

- (١) يجوز لحكومة الولايات المتحدة الأمريكية ان تحضر الى ليبيا اعضاً من قوات الولايات المتحدة لاجل تنفيذ اغراض هذه الاتفاقية .
- (٢) لا تطبق قوانين المملكة الليبية المتحدة بطريقة تمنع دخول اعضاً قوات الولايات المتحدة الى ليبيا او الخروج منها . ولا تطبق متطلبات جوازات وتأشيرات السفر على اعضاً قوات الولايات المتحدة العسكريين ولكن يجب تزويدهم هولاً ببطاقات او علامات مناسبة لاثبات الشخصية وترسل تمازج من بطاقات او علامات اثبات الشخصية هذه للخطف في ملفات حكومة المملكة الليبية المتحدة . وتطبق متطلبات جوازات وتأشيرات السفر على اعضاً قوات الولايات المتحدة غير العسكريين .
- (٣) تمعن حكومة المملكة الليبية المتحدة اعضاً قوات الولايات المتحدة من اى قانون ينبع على تسجيل الاجانب ومراتبهم . وتنفذ حكومة الولايات المتحدة الأمريكية كافة التدابير التي هي في امكانها لضمان حسن سلوك جميع اعضاً قوات الولايات المتحدة وتقديم لحكومة المملكة الليبية المتحدة ما تتطلب منه المعلومات المناسب تقديمها من الاعضاً المدنيين على ان تأخذ بعين الاعتبار صفتهم كاعضاً في قوات الولايات المتحدة .
- (٤) اذا تغير وضع اى عضو من قوات الولايات المتحدة ، كانت حكومة الولايات المتحدة الأمريكية احضرته الى ليبيا ، بصفة لم تعد تتحول له هذا الدخول تشعر حكومة الولايات المتحدة الأمريكية حكومة المملكة الليبية المتحدة بذلك وترحل ذلك العضو من ليبيا في اقرب وقت ممكن الا اذا سمح له حكومة المملكة الليبية المتحدة بالبقاء . وفي هذه الائتمان تحول دون ان يصبح هناك على طلاقه بليبيا .
- (٥) اذا طلبت حكومة المملكة الليبية المتحدة ترحيل اى عضو من اعضاً قوات الولايات المتحدة جعله سلوكه غير مرغوب فيه بليبيا ترحله حكومة الولايات المتحدة الأمريكية من ليبيا في اقرب وقت ممكن .

المادة السابعة عشرة

وكالات قوات الولايات المتحدة

يجوز لحكومة الولايات المتحدة ان تنشئ وكالات في المناطق المتفق عليها بما في ذلك المنظمات مثل المأجور والطعام والنوارى الاجتنابية لاستعمال اعضاً قوات الولايات

المادة الثانية عشرة**الالتزامات الأخبارى**

قدت هذه الاتفاقية وقتاً للمبادئ التي نص عليها ميثاق الأمم المتحدة ولا يفسر أي شئ في الاتفاقية بما يتنافى مع الالتزامات التي اخذتها الولايات المتحدة الأمريكية على عاتقها بموجب ذلك الميثاق وتقبل المملكة الليبية المتحدة أيضاً تلك الالتزامات انتظاراً لانضمامها إلى الأمم المتحدة.

وذلك تصر الحكومتان بأنه لا يفسر أن شئ في هذه الاتفاقية بما يتنافى أو يخل أو يرسو إلى التناقض أو الاخلاص بالالتزامات الدولية التي اخذتها على عاتقها كل من الحكومتين وقتاً لاً اتفاقيات أو عهود أو معاهدات دولية قائمة بما في ذلك فيما يخص المملكة الليبية المتحدة ميثاق جامعة الدول العربية.

المادة الثالثة عشرة**ال العسكريون والموظرون المدنيون**

تصير حكومة المملكة الليبية المتحدة لحكومة الولايات المتحدة الأمريكية بأن يستخدم قرائب العسكريين والموظفين المدنيين حسب ما تتطلب العمليات بموجب هذه الاتفاقية.

المادة الرابعة عشرة**أعمال المسح**

يجوز لحكومة الولايات المتحدة أن تقوم بمسح هندسي وارضي ومائي ومسح الأراضي والسواحل وأى مسح فني آخر (بما في ذلك أخذ صور من الجو) في أيه ناحية من ليبيا وبماها المجاورة . يجب على حكومة الولايات المتحدة الأمريكية أن تشعر حكومة المملكة الليبية المتحدة من الوقت الذي يتم فيه المسح خارج النطاق المتفق عليها ، ويجوز لحكومة المملكة الليبية المتحدة ، إذا رغبت أن تعين مثلاً رسماً عنها ليشهد إى مسح يتم خارج النطاق المتفق عليها . وتقدم نسخ كافية من هذا المسح مع عناوينها وبيانات العللشات وأيضاً بيانات مرتبطة أخرى إلى حكومة المملكة الليبية المتحدة .

المادة الخامسة عشرة**مكتب البريد**

يجوز لحكومة الولايات المتحدة الأمريكية أن تنشئ وتحفظ وتدبر مكاتب بريد للولايات المتحدة في النطاق المتفق عليها للاستعمال الداخلي بين مكاتب بريد الولايات

المادة التاسعةتسهيلات المواصلات

يجوز لحكومة الولايات المتحدة الأمريكية بالاتفاق مع حكومة المملكة الليبية المتحدة ان تشنن "وان تصون على نفتها" دون ان يكون لها حق العطالية بتعويض في اي وقت كان من تلك الحكومة ، الطرق والجسور اللازمة وان تحسن وتعمق العواني والمرارات والمداخل البحرية والمراس المؤدية الى المناطق المتفق عليها .

المادة العاشرةاخلاً المناطق المتفق عليها

عندما تخلي حكومة الولايات المتحدة الأمريكية بصفة دائمة منطقة متفقاً عليها فلا تنقل المنشآت الدائمة التي عليها ولا تستحق حكومة الولايات المتحدة الأمريكية اي تعويض من تلك المنشآت . واستثناءً ما نص عليه في الجملة السابقة تبقى جميع الممتلكات المنشآة والغاية والمستوردة الى ليبيا او التي تم الحصول عليها فيها بموجب او قبل هذه الاتفاقية من قبل حكومة الولايات المتحدة الأمريكية ملكاً لهذه الحكومة ويجوز لحكومة الولايات المتحدة الأمريكية ان تنقلها من ليبيا بدون اي قيد او ان تتصرف بها داخل ليبيا وفقاً لما تتفق عليه مع حكومة المملكة الليبية المتحدة ، في اي وقت قبل انتهاء هذه الاتفاقية او خلال مدة معقولة بعد انتهائهما . وكل ملك لم يتم نقله بهذه الطريقة او لم يتم التصرف فيه قبل نهاية هذه الاتفاقية او ضمن مدة معقولة بعد ذلك يتبعها من كونه ملكاً لحكومة الولايات المتحدة الأمريكية ولا تكون حكومة المملكة الليبية المتحدة ملزمة بتعميم حكومة الولايات المتحدة الأمريكية عن هذا الطلب .

المادة الحادية عشرةحالة المناطق المتفق عليها عند تسليمها

لا تكون حكومة الولايات المتحدة الأمريكية ملزمة بان تسلم الى حكومة المملكة الليبية المتحدة المناطق المتفق عليها ، عند انتهاء هذه الاتفاقية ، بنفس الحالة التي كانت عليها عند انتقالها من قبل حكومة الولايات المتحدة الأمريكية .

المادة الثالثة

تنقل القوات والطائرات والسفين والمركبات

- (١) تتعهد حكومة المملكة الليبية المتحدة لقوات الولايات المتحدة ولسفنهما وطائراتها ومركباتها الحكومية بما في ذلك المركبات الصفرحة ، حق الدخول بحرية إلى المناطق المتفق عليها والخروج منها والتنقل في المناطق المتفق عليها ومنها براً وجواً ولغايات هذه الاتفاقية . وشمل هذا الحق الاعباء من الإرشاد البحري الاجهاري ومواءد المرور في أي مكان داخل ليبيا بما في ذلك المياه الاقليمية . ولغرض تسهيل الارشاف على حركة السفن داخل مناطق الموانئ الليبية المفتوحة للتجارة تشعر سلطات الموانئ المختصة بوصول سفن الولايات المتحدة الحكومية إلى أي من مناطق الموانئ هذه بعدة مقوله' . لا تطبق أحكام هذه الفقرة على زيارات المعاملة التي تقوم بها سفن الولايات المتحدة والتي لا صلة لها بهذه الاتفاقية . وتقتضي هذه الزيارات وقتاً للإجراءات الدولية العادلة .
- (٢) بشرط الاتفاق بين الحكومتين يكون لقوات الولايات المتحدة ولسفنهما وطائراتها ومركباتها بما في ذلك المركبات الصفرحة حرية التنقل في مناطق ليبيا الأخرى بما في ذلك المياه الاقليمية لتنفيذ ظيات هذه الاتفاقية .
- (٣) مع مراعاة الشروط (بما في ذلك الشروط الخاصة بالتحليق على المدن) التي تتفق عليها السلطات المختصة في الحكومتين ، يجوز لطائرات الولايات المتحدة الحكومية أن تطير على إية ناحية من أرض Libya بما في ذلك المياه الاقليمية . لا تطير طائرات الولايات المتحدة الحكومية على المناطق التي تحررها حكومة المملكة الليبية المتحدة على الطائرات الأجنبية بصفة فامة باستثناء ما يتفق عليه ويجوز لطائرات الولايات المتحدة الحكومية في حالة الأخطار البيوط على أي ارض Libya والقيام منها ، بما في ذلك المياه الاقليمية ، ويجوز لطائرات الولايات المتحدة الحكومية أن تستعمل المطرادات وتسهيلات الطيران الأخرى خارج المناطق المتفق عليها بالشروط التي تتفق عليها السلطات المختصة في الحكومتين .
- (٤) ستتخذ حكومة الولايات المتحدة الأمريكية في ممارسة الامتيازات المذكورة في هذه المادة كافة الاحتياطات المعتادة لضمان الحماية ضد المخاطر بالعوائق العامة .
- (٥) تقبل حكومة الولايات المتحدة الأمريكية مبدأ وجوب ارتداء اضاءة قوات الولايات المتحدة العسكريين الملابس المدنية في بنفياري وطرابلس خارج واجباتهم .

المادة السابعةالمسؤول على الاراضي

(١) تعم حكومة المملكة الليبية المتحدة بالحصول على جميع الاراضي واتخاذ الترتيبات الاخرى اللازمة لاباحة اشغال الاراضي واستعمالها مع ما يعود اليها من حقوق ، لاغراض هذه الاعاقية ، الا اذا اتفقت الحكومتان على خلاف ذلك وفقا للنقرة (٢) من هذه المادة . ولا تكون حكومة الولايات المتحدة الامريكية ملزمة بتعويض اي مواطن ليبي او اي شخص آخر من اشغال او استعمال الاراضي التي يكون له فيها حقوق والتي توضع تحت تصرف حكومة الولايات المتحدة الامريكية بموجب احكام هذه النقرة ، ولكنها توافق على ان تدفع لحكومة المملكة الليبية المتحدة لحساب ذلك المواطن او ذلك الشخص ايجارا سنها مادلا من اجل ذلك الاعمال او الاستعمال . وتوافق الحكومتان على انه بعد ان يتقرر الايجار السنوي العادل لتلك الاراضي فلا تبدل قيمة ذلك الايجار طيلة مدة سببان هذه الاعاقية بدون موافقة الحكومتين .

(٢) بشرط الاعاقه بين الحكومتين يجوز لحكومة الولايات المتحدة الامريكية ان تستأجر اراغ او اي حق فيها او يعود اليها من اصحابها مباشرة او ان تتفق مع اصحابها على ترتيبات اخرى حسب اللزوم لاباحة اشغال اراض متفق عليها واستعمالها وفقا لاحكام هذه الاعاقه . اذا اتت حكومة المملكة الليبية المتحدة ان هناك رضا غير معقول من جانب احد اصحاب الاراضي بعد عرض تعويض عادل عليه ليوضع تحت التصرف ارضا لازمة ، او اي حق يعود الى ارض لازم ، لغايات هذه الاعاقه ، فانها تخذ الخطوات الالزمه لتأمين وضع هذه الارض او هذا الحق في الارض تحت التصرف .

(٣) يعتبر الايجار الذي تدفعه حكومة الولايات المتحدة الامريكية بتسلمه نفاذ هذه الاعاقه لاموال واستعمال الاراضي او للتعذر بالحقوق في الاراضي داخل الناطق المتفق عليها الايجار العادل واجب الدفع لذلك .

(٤) تعتبر الاراضي او الحقوق العائدة الى الاراضي المشغلة او المستعملة من قبل حكومة الولايات المتحدة الامريكية بموجب احكام المادة التاسعة عشرة عليها لاغراض هذه الاعاقه .

(٥) تدفع حكومة الولايات المتحدة بموجب احكام المادة التاسعة عشرة تعويضا لاصحاب الاراضي من الاضرار الناتجة عن اشغال ملك واستعماله اذا لم يدفع التعويض بطريقة اخرى .

المادة الخامسة

الخدمات والرسائل العامة

بناءً على طلب حكومة الولايات المتحدة الأمريكية وشرط أن تتأكد حكومة الملكة الليبية المتحدة بانصال العامة والخاصة في ليبيا سحافظ عليها كما ينفي ، توضع الخدمات والتسهيلات العامة بليبيا ، في حدود ما يمكن علما ، في متناول استعمال حكومة الولايات المتحدة الأمريكية وأفضل قوات الولايات المتحدة ، وتكون التكاليف التي تدفع لذلك نفس التكاليف التي مدفوعاً سائر المستعملين الا اذا اتفق على خلاف ذلك .

المادة السادسة

استعمال المساطق المتغيرة على

(١) يقتصر استعمال الناطق المتفق عليها واحتفالها على حركة الولايات المتحدة الأمريكية إلا في الأحوال الأخرى النصوص عليها في هذه المادة .
و تكون صياغة الناطق المتفق عليها والقصر استعمالها على حركة الولايات المتحدة الأمريكية على نفقة حركة الولايات المتحدة الأمريكية .

(٢) يجوز للحكومتين - كجزء من التدابير العسكرية الجماعية ، لاجل صيانة الامن الدولي واقراره - ان تتفقا على استعمال منطقة متفق عليها واشغالها بالاشتراك سوا او باشتراك حكمة الولايات المتحدة الامريكية مع اية دولة يكون بين الملاكية الليبية المتحدة ومنها معاهدة صداقة وتحالف . وتضم تكاليف صيانة المنطقة المتفق عليها التي تستعمل بالاشتراك بين الحكومتين او من قبل حكمة الولايات المتحدة الامريكية وایة دولة اخرى على اساس الاستعمال واجور تكاليف يرتضيها المستعملون .

(٣) يجوز لحكومة الولايات المتحدة الأمريكية ان تطلب الى حكومة الملكية الالمانية المتحدة بيان تسمح باستعمال النشاطق المائية عليها لافراج الشدائد من قبل افواج صغيرة من العسكريين التابعين لبلاد غير الولايات المتحدة الأمريكية على ان يكون هؤلاء العسكريين في كل وقت اثناء وجودهم ببلدهما تحت طاعة الولايات المتحدة واشرافها . ان حكومة الملكية الالمانية المتحدة على استعداد للنظر في كل هذه الطلبات حالة بحالة نظراً سعياً ، وتبليغ حكومة الولايات المتحدة الأمريكية بنتيجة قرارها .

المادة الثانية

تنمية الناطق المتفق عليهما وتهيئة الامن فيها

يجوز لحكومة الولايات المتحدة الأمريكية اما مباشرة او بواسطة قائمها ان تأخذ الترتيبات وان تقوم بعمليات الائمة والتمهير ونقل التسربلات داخل الناطق المتفق عليهما لأجل تحسين تلك الناطق وجعلها ملائمة للأقمار الصناعية ولأجل تهيئة الامن الداخلي في تلك الناطق . ولكن لا تهدى سلطات حكومة الولايات المتحدة الأمريكية اى بناء قائم على الاراضي الحكومية في وقت اول دخول قوات الولايات المتحدة لتلك الاراضي كما لا تتقطع او تختلط بمحدد كبير اشجارا موجودة بالاراضي المذكورة دون موافقة السلطات المختصة في حكومة المملكة الليبية المتحدة .

المادة الثالثة

مراقبة الطائرات والسفن والمركبات

(1) يجوز لحكومة الولايات المتحدة الأمريكية ان تمارس العراقبة على الطائرات والسفن والراكب المائية والمركبات التي تدخل الى الناطق المتفق عليهما او تخرج منها او اثناء بقائها فيها .

(2) تأخذ حكومة المملكة الليبية المتحدة الترتيبات لمراقبة الطائرات والسفن والمركبات الداخلة الى الناطق القريبة من الناطق المتفق عليهما او الخارجية منها او القيمة فيها حسبما يتفق عليه بين الحكومتين من انه لازم لتنفيذ اغراض هذه الاتفاقية ولتأمين سلامة قوات الولايات المتحدة ومتلكاتها بليبيا .

المادة الرابعة

الموصلات وخطوط الانسلايم

يجوز لحكومة الولايات المتحدة الأمريكية ان تنشئ وان تصون ، خارج الناطق المتفق عليهما ، وسائل المواصلات السلكية وخطوط الانابيب التي تتفق الحكومتان على انها ضرورية لتنفيذ اغراض هذه الاتفاقية .

اتفاقية

بين حكومة المملكة الليبية المتحدة وحكومة الولايات
المتحدة الأمريكية

القدمة

إن حكومة المملكة الليبية المتحدة وحكومة الولايات المتحدة الأمريكية رغبة مثبما في تعزيز الصداقة والتعاون الوثيقين القائمين الآن بينهما ، وتأكيداً لعزيمها على التعاون الودي والتأييد التبادل في الميدان الدولي والمساهمة في صيانة السلم والأمن في نطاق ميثاق الأمم المتحدة ، واعتقاداً منها بان التعاون في الأراضي الليبية سيساعد على ادراك هذه الغايات قد تعاقدتا على الاتفاقية التالية :

المادة الأولىالنطاق المتفق عليه

(1) تضع حكومة المملكة الليبية المتحدة إذن لحكومة الولايات المتحدة الأمريكية بان تشغل وان تستعمل لاغراض عسكرية طول مدة هذه الاتفاقية وقتاً لتصحها وشروطها الناطق التي تستعملها وتشغلها في الوقت الحاضر الولايات المتحدة الأمريكية وكذلك الناطق الامثلية التي يجوز ان تدق عليها الحكومتان تغييراً من وقت آخر . وشار بعد هذا الى جميع الناطق التي تشغليها وستعملها حكومة الولايات المتحدة الأمريكية بموجب هذه القررة " بالنطاق المتفق عليه " .

(2) وتنهى منطقة معينة تدق عليها من اعتبارها منطقة متفقاً عليها عندما تبلغ حكومة الولايات المتحدة الأمريكية حكومة المملكة الليبية المتحدة بانه لم تعد تحتاج الى تلك المنطقة .

اتفاقية

بين

حكومة الملك: الليبيـة المـتحـدة
وـحكومة الـولاـيـات المتـحـدة الأمـريـكـيـة

MEMORANDUM OF UNDERSTANDING

With respect to the "Agreement between the Government of the United States of America and the Government of the United Kingdom of Libya" signed at Benghazi on September 9, 1954, hereinafter referred to as "the Agreement", the Government of the United States of America and the Government of the United Kingdom of Libya have reached the following understandings concerning certain provisions of the Agreement.

Article IV

The two Governments agree that the facilities referred to in Article IV of the Agreement will be constructed and maintained solely at the expense of the Government of the United States of America when such facilities are to be constructed for the sole use of the United States of America.

Article VII

The two Governments agree that nothing in Article VII of the Agreement shall be construed to authorize the Government of the United States of America to purchase land in Libya.

Article XIV

The two Governments agree that copies of surveys will be furnished the Government of the United Kingdom of Libya without cost. The two Governments further agree that areas formally established by the Government of the United Kingdom of Libya as prohibited areas will not be surveyed without the specific consent of the Government of the United Kingdom of Libya.

Article XVIII

The two Governments agree that the agreement of the Government of the United Kingdom of Libya to the text of Article XVIII of the Agreement does not of itself obligate that Government to the expenditure of funds in connection with the implementation thereof.

Article XXV

Paragraph (1). In the event that the customs regulations of the Government of the United Kingdom of Libya should prohibit the refund of customs duty already paid on goods acquired in Libya by the Government of the United States of America or by persons who are themselves exempt from the obligation to payment of customs duties on goods they import into Libya, the Government of the United States of America will not request such refunds on its own behalf or support such requests made by its contractors or by members of the United States forces in Libya.

Article XXIX

The representatives of the two Governments understand that the Government of the United States of America has accepted the compulsory jurisdiction of the International Court of Justice under the terms set forth in a declaration deposited with the Secretary General of the United Nations on August 26, 1946.^[1] They also understand that the Government of the United Kingdom of Libya may wish to take steps to become a party to the Statute of the Court in accordance with Article 93 of the United Nations Charter and to file a declaration accepting the compulsory jurisdiction of the Court pursuant to Article 36 of the Statute.

Done in duplicate at Benghazi in the English and Arabic languages, both texts being equally authentic, the ninth day of September, 1954.

For the Government of the United States of America:

LIONEL M. SUMMERS

For the Government of the United Kingdom of Libya:

BEN HALIM

¹ Treaties and Other International Acts Series 1598; 61 Stat., pt. 2, p. 1218.

المادة الخامسة والعشرونالفقرة الاولى

في حالة ما اذا تحول الانظمة الجمركية لحكومة المملكة الليبية المتحدة دون اعادة رسوم جمركية سبق دفعها على بضائع حصلت عليها حكومة الولايات المتحدة الامريكية بليبيا او حصل عليها اشخاص يتعذر بالاتفاق من الرسوم الجمركية عما يستورده الى ليبيا ، فلا تطلب حكومة الولايات المتحدة الامريكية استرجاع الرسوم الجمركية لنفسها ^{وإلا تؤيد} مثل هذا الطلب من جانب مقاوليها او اعضاً قوات الولايات المتحدة الامريكية بليبيا .

المادة التاسعة والعشرون

يفهم مثلاً الحكومتين ان حكومة الولايات المتحدة الامريكية قد قبلت الاختصاص الازامي لمحكمة العدل الدولية بموجب نصوص اعلنت في تصريح مودع لدى السكرتير العام للامم المتحدة في ٢٦ اغسطس ١٩٤٦ وفهذا كذلك ان حكومة المملكة الليبية المتحدة قد ترتب في اتخاذ الخطوات لتصبح طرفاً في قانون المحكمة الاساسي وفقاً للمادة الثالثة والستين من ميثاق الامم المتحدة ولتقدم تصريحاً تقبل به الاختصاص الازامي للمحكمة بموجب المادة السادسة والثلاثين من قانونها الاساسي .

حرر ببینماری فی صورتین باللغتين العربية والإنجليزية
وكلا النصين متساوی في صحته في اليوم التاسع من شهر سبتمبر سنة
ال ألف وتسع مائة واربع وخمسين .

عن حكومة المملكة الليبية المتحدة

عن حكومة الولايات المتحدة الامريكية

مذكرة عامة

بالنسبة " للاتفاقية بين حكومة المملكة الليبية المتحدة وحكومة الولايات المتحدة الأمريكية " الموقع عليها ببنفارى في اليوم التاسع من سبتمبر سنة الف وتسعمائة واربع وخمسين المشار إليها فيما بعد " بالاتفاقية " توصلت حكومة المملكة الليبية المتحدة وحكومة الولايات المتحدة الأمريكية إلى التفاهم التالي على بعذر نصوح تلك الاتفاقية : -

المادة الرابعة

توافق الحكومتان على ان التسهيلات المشار إليها في المادة الرابعة من الاتفاقية يتم انشاؤها وصيانتها على نفقه حكومة الولايات المتحدة الأمريكية وحدها ، عندما يكون انشاء هذه التسهيلات لاستعمال الولايات المتحدة الأمريكية وحدها .

المادة السابعة

توافق الحكومتان على ان لا شيء في المادة السابعة من الاتفاقية يفسر بالتصريح لحكومة الولايات المتحدة الأمريكية بشراء اراض في ليبيا .

المادة الرابعة عشرة

توافق الحكومتان على ان تقدم نسخ من المسج الى حكومة المملكة الليبية المتحدة مجانا . وتوافق الحكومتان فضلا عن ذلك بان لا يقمع مسح اية منطقة محظمة الا بموافقة خاصة من حكومة المملكة الليبية المتحدة .

الله
كلم
حكومة

المادة الثامنة عشرة

توافق الحكومتان على ان موافقة حكومة المملكة الليبية المتحدة على نسخ المادة الثامنة عشرة من الاتفاقية لا تلزم في حد نفسها تلك الحكومة بصرف اموال بالنسبة لتنفيذ ما جاء في المادة .

TIAS 3108
Apr. 21, 1954 **MILITARY ASSISTANCE**

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

- Effectuated by Exchange of Notes
Signed at Baghdad April 21, 1954
- Entered into force April 21, 1954

The American Ambassador to the Iraqi Acting Minister of Foreign Affairs

AMERICAN EMBASSY

No. 677

April 21, 1954

EXCELLENCY:

I have the honor to refer to the Foreign Office Memorandum of March 1953^[1] requesting the United States Government to provide arms assistance to Iraq, and the Embassy's interim reply of June 1953,^[1] stating that the United States Government was giving this request careful consideration. I am now pleased to inform you that the United States Government has acted favorably on this request and is prepared to grant military assistance to the Government of Iraq. Such assistance will be provided subject to the provisions of applicable legislative authority and will be related in character, timing and amount to international developments in the area. In addition, it is proposed that any such assistance be provided in accordance with the following terms and such additional arrangements as may from time to time be agreed upon.

1. It is the understanding of my government that the Government of Iraq will use such equipment, materials or services as may be provided solely to maintain its internal security and its legitimate self defense, and that it will not undertake any act of aggression against any other state.
2. My government also understands that the Government of Iraq agrees that it will:
 - (a) join in promoting international understanding and good will, and maintaining world peace;
 - (b) take such action as may be mutually agreed upon to eliminate causes of international tension;
 - (c) make, consistent with its political and economic stability, the full contribution permitted by its manpower, resources, facilities and general economic condition to the development and maintenance of its own defensive strength and the defensive strength of the free world;

¹ Not printed.

(d) take all reasonable measures which may be needed to develop its defense capacities; and

(e) take appropriate steps to insure the effective utilization of the economic and military assistance provided by the United States.

3. (a) The Government of Iraq will, consistent with the Charter of the United Nations, furnish to the Government of the United States, or to such other governments as may be agreed upon, such equipment, materials, services in excess of Iraq's own requirements, or other assistance as may be agreed upon in order to increase their capacity for individual and collective self defense and to facilitate their effective participation in the United Nations system for collective security.

(b) The Government of Iraq further understands that the Government of the United States may request the Government of Iraq to facilitate the production and export to the United States, under terms and conditions to be agreed, of raw and semi-processed materials required by the United States as a result of deficiencies or potential deficiencies in its own resources, and which may be available in Iraq. Arrangements for such transfers shall give due regard to reasonable requirements for domestic use and commercial export of Iraq.

4. It is further understood that your Government will not without the prior consent of the Government of the United States, transfer title to or possession of any equipment, materials, information or services furnished, that your Government will protect the security of any items, information or services furnished and that your Government will, upon request, negotiate appropriate arrangements for the protection of patent rights relating to the defense effort.

5. In the mutual interest of both Governments to insure maximum possible realization of the objectives of this agreement, the following arrangements are also proposed:

(a) The Government of Iraq will establish procedures which will protect from attachment, seizure or other legal or administrative process any funds allocated to or derived from any program of assistance undertaken by the Government of the United States.

(b) In accordance with the prevailing laws of Iraq, the Iraq Government will pay all customs duties and dues and local taxes and dues (if any) on equipment and materials imported into Iraq pursuant to Paragraph 1 of this note.

(c) The Government of Iraq will offer for return to the Government of the United States, in accordance with mutually satisfactory procedures, any equipment or materials furnished under this agreement which are no longer required or used exclusively for the purposes stated in Paragraph 1.

(d) The Government of Iraq will receive the personnel of the Government of the United States who will discharge in Iraqi territory the responsibilities of the Government of the United States under this agreement and who will be accorded facilities and authority to observe the progress of the assistance furnished pursuant to this agreement. The number of personnel assigned under this paragraph will be governed by mutual understanding between the two governments as the program develops. Personnel so assigned will be granted the same status, privileges and immunities as are enjoyed by personnel of United States Technical Missions presently operating in Iraq in accordance with existing agreements.

(e) The Government of Iraq agrees to extend to personnel assigned to Iraq under the terms of the agreement, the same privileges with respect to the import of personal property for their personal use as are accorded personnel assigned to Iraq under the terms of the Technical Co-operation Agreement of April 10, 1951, [1] between the United States and Iraq.

(f) The Government of Iraq will, in accordance with the arrangements used to provide facilities and other assistance for experts of United States missions presently operating in Iraq under existing agreements, make available Iraqi dinars for use in covering the expenses of such personnel incurred in Iraq in the course of carrying out the purpose of this agreement.

(g) Each Government will take appropriate measures, consistent with security, to keep the public informed of operations under this agreement.

I have the honor to propose that, if these understandings are acceptable to the Government of Iraq, this note and your note in reply constitute an understanding between our two Governments, effective on the date of your reply, to remain in force until one year after the receipt by either party of written notice of the intention of the other party to terminate it, except that the provisions of Paragraphs 1, 4 and 5 (e) shall remain in force until otherwise agreed by the two Governments.

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

BURTON Y. BERRY

His Excellency

FADIIL AL-JAMALI

*Acting Minister of Foreign Affairs
for the Kingdom of Iraq*

¹Treaties and Other International Acts Series 2413; 3 UST 541.

The Iraqi Acting Minister of Foreign Affairs to the American Ambassador

ارقم. خ / ١٢٤٦ / ١٢٥٧

مداد في ٢٠٠٣/١٢/٢٠٠٣

الى السيد الممثل
الى العراق
المكتب السادس

صاحب المعالي

انشرف بعلن معاييركم بتسليم مذكرةكم الجوابية المرقمة ٦٢٢
والموثقة في ٢١ نيسان ١٩٥٤ على مذكرة وزارة الخارجية الموفرة
في ٢١ مارس ١٩٥٣ والتي طلبت منها الحكومة العراقية المساعدة
المسكينة من حكومة الولايات المتحدة وسرني ان اعلمكم ان الحكومة
العراقية قررت مع ادنى الشكر والامتنان قبول تلك المساعدات ونسق
الائـسـ الـيـ اـنـطـوـتـ عـلـيـهـ مـذـكـرـةـ مـعـاـيـرـ المـشـارـبـ الـهـاـ قـسـلاـهـ .

لي الشرف ان انتهي هذه الفرصة لامرء معاييركم من ذلك
تقديرى وأحترامي .

معالي المستشار بارتن واي . بيري
سفير فوق العادة وملحق
لحكومة الولايات المتحدة الأمريكية
بغداد

Translation

No. 500/1120/1120/Kha
BAGHDAD, April 21, 1954

GOVERNMENT OF IRAQ
MINISTRY OF FOREIGN AFFAIRS
PRIVATE BUREAU

YOUR EXCELLENCY:

I have the honor to inform Your Excellency of the receipt of Your Excellency's note No. 677 dated April 21, 1954, in reply to the note of the Ministry of Foreign Affairs dated March 21, 1953, in which the Government of Iraq requested military assistance from the Government of the United States. I am pleased to inform you that the Government of Iraq decided with gratitude and appreciation to accept this assistance in accordance with the provisions of Your Excellency's note referred to above.

I have the honor to renew to Your Excellency the assurances of my most respectful consideration.

FADHIL JAMALI

His Excellency BURTON Y. BERRY

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

TIAS 3109
July 2 and
Sept. 18, 1953

MILITARY MISSION TO COSTA RICA

**Agreement between the
UNITED STATES OF AMERICA
and COSTA RICA**

**Extending Agreement of
December 10, 1945, as Amended
and Extended**

- Effectuated by Exchange of Notes
Signed at Washington July 2 and
September 18, 1953
- Entered into force September 18, 1953

The Costa Rican Ambassador to the Secretary of State

EMBAJADA DE COSTA RICA
WASHINGTON

No. SD/0-177-53

JULY 2, 1953

EXCELLENCY:

Confirming the oral notification made by me to the Department of State at the beginning of June, of which note was taken for the files of the Department, I have the honor to inform Your Excellency that I have been instructed by my Government to request that the agreement between Costa Rica and the United States of America, signed in Washington on December 10, 1945, [1] providing for the assignment of a United States Military Mission to Costa Rica, and amended and extended by exchange of notes as of February 15, 1950, [2] be renewed for a period of four years effective as of December 10, 1953.

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

J RAFAEL OREAMUNO

J. Rafael Oreamuno

Ambassador of Costa Rica.

His Excellency

JOHN FOSTER DULLES,
The Secretary of State.
Washington, D.C.

The Secretary of State to the Costa Rican Ambassador

DEPARTMENT OF STATE

WASHINGTON

September 18 1953

EXCELLENCY:

I have the honor to refer to Your Excellency's note No. SD/0-177-53 of July 2, 1953, in which it is requested that the United States Army Mission Agreement with Your Excellency's Government be extended for a period of four years effective December 10, 1953.

¹ Executive Agreement Series 486; 59 Stat. 1682.

² Treaties and Other International Acts Series 2079; 1 UST 445.

I wish to inform Your Excellency that the Government of the United States of America is agreeable to this requested extension of the United States Army Mission Agreement.

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

For the Secretary of State:

JOHN M. CABOT

His Excellency

Señor Don J. RAFAEL OREAMUNO,
Ambassador of Costa Rica.

MUTUAL DEFENSE ASSISTANCE

TIAS 3110
June 24, 1954

Facilities Assistance Program

Agreement between the UNITED STATES OF AMERICA and ITALY

- Effectuated by Exchange of Notes
Dated at Rome June 24, 1954
- Entered into force June 24, 1954

*The American Embassy to the Italian Ministry of Foreign Affairs*NOTE VERBALE

F. O. Note No. 1997

The Embassy of the United States of America presents its compliments to the Ministry of Foreign Affairs and has the honor to refer to recent discussions between representatives of the two Governments concerning a special program of facilities assistance by the Government of the United States to the Government of Italy to be carried out in accordance with the principles and conditions set forth in the Mutual Defense Assistance Agreement between the two Governments, dated January 27, 1950,[¹] as supplemented by an exchange of notes dated January 7, 1952,[²] and such other applicable agreements as may be in force between the two Governments. The purpose of this program is to increase the capacity of Italy to produce propellants and explosives, such increased capacity being urgently needed for the mutual defense of the North Atlantic Treaty countries.

As a result of these discussions, the following understandings were arrived at:

- (1) The Government of Italy undertakes that in connection with the facilities assistance to be furnished by the United States:
 - (a) It will not discriminate in the sale of propellants and explosives produced in facilities for which the Government of the United States has provided assistance against any North Atlantic Treaty country in terms of the price charged, the quality made available, or delivery dates.
 - (b) It will maintain the additional facilities made available through United States assistance so that they will be in a condition to produce propellants and explosives promptly when they may be required; but pending such time, equipment furnished by the United States and such additional facilities may be used for other purposes, provided such use will not interfere with the ready availability of such equipment and facilities for the production of propellants and explosives.

¹ Treaties and Other International Acts Series 2013; 1 UST 50.

² TIAS 2611; 3 UST, pt. 4, p. 4613.

- (c) It will furnish all of the land, buildings, equipment, materials, and services required for the additional production facilities, except for the equipment and technical advice to be furnished by the Government of the United States, and will take whatever measures are required to accomplish the increase in production facilities envisaged in the program.
 - (d) In order to safeguard the security of the increased productive capacity so urgently needed for the mutual defense of the North Atlantic Treaty countries, it will take appropriate steps to prevent the employment in such additional facilities of personnel who are Communists or affiliated with Communist-dominated labor organizations.
- (2) It is mutually understood that the appropriation of funds by the United States Congress for the Facilities Assistance Program was for the purpose of assisting in the creation of a net addition to European ammunition production capacity. In furtherance of this purpose, the Government of Italy undertakes that, subject to the voting by Parliament of the necessary funds, request for which will whenever necessary be made, it will maintain or cause to be maintained in usable condition a total production capacity for propellants and explosives which shall be not less than the aggregate of that now existing or already programmed for construction in Italy under public ownership and that resulting from the new facilities provided for hereunder under public ownership. The Government of Italy will, in addition, endeavor to assure that private industry will provide maintenance in usable condition of plants actually in existence or the construction of which is planned for the production of propellants and explosives.
- (3) The undertaking in paragraph (1) (b) and in paragraph (2) with respect to the maintenance of facilities is subject to the understanding that should changed conditions make continued compliance with this undertaking either unnecessary as a matter of defense or unfeasible, the Italian Government may, after consultation with the United States Government, modify this undertaking to accord with such changed conditions.
- (4) The Government of the United States will, subject to the terms and conditions of any applicable United States legislation, furnish to the Government of Italy such production equipment and technical advice as may be mutually arranged as provided in paragraph (5) hereof.

(5) In carrying out the facilities assistance program, the two Governments, acting through their appropriate contracting officers, will enter into supplementary arrangements covering the specific projects involved, which will set forth the nature and amounts of the contributions to be made by the Government of the United States and the Government of Italy, the description and purpose of the facilities to be established, and other appropriate details. Such arrangements may include provisions for the procurement of equipment to be furnished by the United States Government from the Government of Italy under the offshore procurement program, and the transfer of such equipment to the Government of Italy in accordance with the provisions of the Mutual Defense Assistance Agreement.

If these understandings meet with the approval of the Government of Italy, it is proposed that this note and the Ministry's reply shall be considered as constituting a confirmation of these arrangements pursuant to Article I, paragraph 1 of the Mutual Defense Assistance Agreement between the two Governments.

ROME,

June 24, 1954

The Italian Ministry of Foreign Affairs to the American Embassy

MINISTERO DEGLI AFFARI ESTERI

22/00577

NOTA VERBALE

Il Ministero degli Affari Esteri presenta i suoi complimenti all'Ambasciata degli Stati Uniti d'America e ha l'onore di riferirsi alla Nota Verbale dell'Ambasciata n° 1997 in data odierna, riguardante uno speciale Programma di Aiuti agli Impianti da parte del Governo degli Stati Uniti a favore del Governo italiano.

Il Ministero degli Affari Esteri ha l'onore di comunicare che il Governo italiano è d'accordo sul contenuto della Nota stessa.

Il Ministero degli Affari Esteri si avvale dell'occasione per rinnovare all'Ambasciata degli Stati Uniti d'America i sensi della sua più alta considerazione.

Roma, 24 giugno 1954

[SEAL]

AMBASCIATA DEGLI STATI UNITI D'AMERICA

=Roma=

Translation

MINISTRY OF FOREIGN AFFAIRS

22/00577

NOTE VERBALE

The Ministry of Foreign Affairs presents its compliments to the Embassy of the United States of America and has the honor to refer to the Embassy's note verbale No. 1997, dated today, regarding a special program of facilities assistance on the part of the Government of the United States in favor of the Italian Government.

The Ministry of Foreign Affairs has the honor to report that the Italian Government is in agreement with respect to the contents of the note referred to.

The Ministry of Foreign Affairs avails itself of this occasion to renew to the Embassy of the United States of America the assurances of its highest consideration.

ROME, *June 24, 1954*

[SEAL]

EMBASSY OF THE UNITED STATES OF AMERICA,
Rome.

TIAS 3111
Oct. 6, 1954

HOSPITALS AND MEDICAL CARE FOR PHILIPPINE VETERANS

**Agreement between the
UNITED STATES OF AMERICA
and the REPUBLIC OF THE
PHILIPPINES**

**Modifying Agreement of
June 7, 1949**

- Effectuated by Exchange of Notes
Signed at Manila October 6, 1954
- Entered into force October 6, 1954

o

*The American Ambassador to the Philippine Secretary of
Foreign Affairs*

AMERICAN EMBASSY, MANILA

October 6, 1954

No. 0419

EXCELLENCY:

I have the honor to refer to the "Agreement Between the Government of the United States of America and the Government of the Republic of the Philippines on the Construction and Equipping of Hospitals for Veterans and the Provision of Medical Care and Treatment of Veterans by the Government of the Philippines, and the Furnishing of Grants-In-Aid Thereof by the Government of the United States of America", signed at Manila on June 7, 1949 [¹] by Myron M. Cowen, Ambassador of the United States of America at Manila, and by Elpidio Quirino, President of the Republic of the Philippines, pursuant to Public Law 865, 80th Congress, approved July 1, 1948. [²]

In view of the enactment of Public Law 421, 83rd Congress, [³] a copy of which was transmitted by Embassy note No. 0250, dated August 31, 1954, [⁴] amending Section 4 of Public Law 865, my Government considers that certain modifications of the Agreement of June 7, 1949 are desirable. Acting under instructions from my Government I have the honor to propose that the Agreement be modified as follows:

1. The first paragraph of the Preamble: After the words "approved July 1, 1948," insert the words "as amended by Public Law 421, 83rd Congress, approved June 18, 1954".

2. Article I, sub-paragraph (b): Delete the existing sub-paragraph and substitute therefore the following: "To reimburse the Republic of the Philippines for moneys expended for the hospitalization of such veterans either in the hospitals so constructed and equipped, or any other hospitals in the Philippines, as provided in the said Act, for a period of not to exceed ten years from January 1, 1950, in a total amount of not to exceed \$3,285,000 for any year

¹ Treaties and Other International Acts Series 1949; 63 Stat., pt. 3, p. 2593.

² 62 Stat. 1210; 50 USC app., §§ 1991-1996.

³ 68 Stat. 268.

⁴ Not printed.

prior to 1955; for 1955, \$3,000,000; for 1956, \$2,500,000; for 1957, \$2,000,000; for 1958, \$1,500,000; and for 1959, \$1,000,000.

3. Articles 3, 12, 13, 15, 21, 22 and 24: To the phrase "Public Law 865, 80th United States Congress", wherever it occurs, insert the words "as amended".

I am authorized by my Government to state that this note and your acknowledgment of its receipt, containing Your Excellency's assurances that the proposal mentioned herein is acceptable to Your Excellency's Government, will be considered by my Government as modifying the Agreement signed on June 7, 1949 in accordance with the proposal contained herein.

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

R. A. SPRUANCE

His Excellency

CARLOS P. GARCIA

*Secretary of Foreign Affairs of the
Republic of the Philippines*

*The Philippine Secretary of Foreign Affairs to the
American Ambassador*

REPUBLIC OF THE PHILIPPINES
DEPARTMENT OF FOREIGN AFFAIRS

MANILA, October 6, 1954

EXCELLENCE:

I have the honor to acknowledge the receipt of Your Excellency's note dated October 6, 1954, which reads as follows:

"American Embassy
Manila, October 6, 1954

No. 0419

Excellency:

"I have the honor to refer to the 'Agreement Between the Government of the United States of America and the Government of the Republic of the Philippines on the Construction and Equipping of Hospitals for Veterans and the Provision of Medical Care and Treatment of Veterans by the Government of the Philippines, and the Furnishing of Grants-In-Aid Thereof by the Government of the

United States of America', signed at Manila on June 7, 1949 by Myron M. Cowen, Ambassador of the United States of America at Manila, and by Elpidio Quirino, President of the Republic of the Philippines, pursuant to Public Law 865, 80th Congress, approved July 1, 1948.

"In view of the enactment of Public Law 421, 83rd Congress, a copy of which was transmitted by Embassy note No. 0250, dated August 31, 1954, amending Section 4 of Public Law 865, my Government considers that certain modifications of the Agreement of June 7, 1949 are desirable. Acting under instructions from my Government I have the honor to propose that the Agreement be modified as follows:

"1. The first paragraph of the Preamble: After the words 'approved July 1, 1948,' insert the words 'as amended by Public Law 421, 83rd Congress, approved June 18, 1954.'

"2. Article I, sub-paragraph (b) : Delete the existing sub-paragraph and substitute therefore the following: 'To reimburse the Republic of the Philippines for moneys expended for the hospitalization of such veterans either in the hospitals so constructed and equipped, or any other hospitals in the Philippines, as provided in the said Act, for a period of not to exceed ten years from January 1, 1950, in a total amount of not to exceed \$3,285,000 for any year prior to 1955; for 1955, \$3,000,000; for 1956, \$2,500,000; for 1957, \$2,000,000; for 1958, \$1,500,000; and for 1959, \$1,000,000.'

"3. Articles 3, 12, 13, 15, 21, 22 and 24: To the phrase 'Public Law 865, 80th United States Congress,' wherever it occurs, insert the words 'as amended.'

"I am authorized by my Government to state that this note and your acknowledgment of its receipt, containing Your Excellency's assurances that the proposal mentioned herein is acceptable to Your Excellency's Government, will be considered by my Government as modifying the Agreement signed on June 7, 1949 in accordance with the proposal contained herein.

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

I am pleased to inform Your Excellency that the proposal mentioned in the note above quoted is acceptable to my Government and the same, together with this reply, will be considered by my Government as modifying the Agreement signed on June 7th 1949 in accordance with the proposal contained, therein.

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

CARLOS P GARCIA

Carlos P. Garcia

Secretary

His Excellency

RAYMOND A. SPRUANCE

Ambassador of the United

States of America

Manila

MILITARY MISSION TO IRAN

TIAS 3112
Sept. 22 and
Nov. 22, 1954

Agreement between the UNITED STATES OF AMERICA and IRAN

Extending Agreement of October 6, 1947,
as Amended and Extended

- Effectuated by Exchange of Notes
Signed at Tehran September 22
and November 22, 1954
- Entered into force November 22, 1954

The Iranian Minister of Foreign Affairs to the American Ambassador



وزارت امور خارجه

اداره صهیون و امور عشرق
شماره ۴۳۷۰۶۱۵
تاریخ ۱۳۹۲.۰۷.۰۶
پیوست

جناب آنای سفیرکبیر

پیروت نامه شماره ۱۴۸۰۹ مورخ ۲۹ فروردین ماه ۱۳۳۳ احترامبا مسند همار
آنچنان بمهربانی که دولت شاهنشاهی ایران با تهدید بد تزارد اد استندام هیئت
مستشاران آمریکا در روز اول جنگ مورخ ۶ آگوست ۱۹۴۷ از تاریخ اول فروردین ماه ۱۳۳۴
برای مدت یکسال طبق شرایط مندرجہ در تزارد اد مذبور موانع دارد
دولت شاهنشاهی ایران مفاد این نامه رسماً متناسب چنایی عالی را بهداشت
تهدید تزارد اد مذبور تلقی خواهد نمود ۰

موقع را برای تجدید احترامات نائمه مقتضم پیشمام

جناب آنای لوری وو هندرسون
سفیرکبیر کشورهای متحده آمریکا - تهران

Translation

MINISTRY OF FOREIGN AFFAIRS

Division: Treaties and
 Juridical Affairs
Number: 4130
Date: Shahrivar 31, 1333
 [September 22, 1954]
Enclosure:

EXCELLENCY:

In pursuance of note No. 481, dated Farvardin 29, 1333 [April 18, 1954], I have the honor to inform Your Excellency that the Imperial Government of Iran agrees to the extension of the Agreement for the employment of the United States Advisory Mission with the Ministry of War dated October 6, 1947,^[1] for a period of one year beginning Farvardin 1, 1334 [March 21, 1955], according to the provisions of the said Agreement.

The Imperial Government of Iran will consider the contents of this note and Your Excellency's reply as extension of the said Agreement.

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

ABDOLLAH ENTEZAM

His Excellency

Loy W. HENDERSON,
United States Ambassador,
Tehran.

The American Ambassador to the Iranian Minister of Foreign Affairs

AMERICAN EMBASSY,
Tehran, November 22, 1954.

EXCELLENCY:

I have the honor to acknowledge the receipt of Your Excellency's letter No. 4130, dated September 22, 1954, a translation into English from its Persian text stating as follows:

"In pursuance of note No. 481, dated Farvardin 29, 1333 (April 18, 1954), I have the honor to inform Your Excellency that the Imperial Government of Iran agrees to the extension of the Agreement for the employment of the United States Advisory Mission with the Ministry of War dated October 6, 1947, for a period of

¹ Treaties and Other International Acts Series 1666; 61 Stat., pt. 3, p. 3306. See also TIAS 1924; 63 Stat., pt. 3, p. 2430; TIAS 2068; 1 UST 415; and TIAS 2947; 5 UST 546.

one year beginning Farvardin 1, 1334 (March 21, 1955), according to the provisions of the said Agreement.

"The Imperial Government of Iran will consider the contents of this note and Your Excellency's reply as extension of the said Agreement."

I am authorized to inform Your Excellency that the Government of the United States of America is agreeable to the extension of the Agreement as described in Your Excellency's note and considers that note, together with this reply, as constituting extension of the Agreement.

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

Loy W. HENDERSON

His Excellency

ABDOLLAH ENTEZAM,

*Minister of Foreign Affairs,
Tehran.*

NORTH ATLANTIC TREATY

**TIAS 3113
Oct. 22, 1954**

**Headquarters of the Supreme
Allied Commander Atlantic**

**Agreement and Exchange of Letters
between the UNITED STATES OF AMERICA
and the HEADQUARTERS OF THE SUPREME
ALLIED COMMANDER ATLANTIC**

- Signed at Washington October 22, 1954
- Entered into force October 22, 1954;
operative retroactively April 10, 1954

AGREEMENT REGARDING THE HEADQUARTERS OF THE SUPREME ALLIED COMMANDER ATLANTIC

The Government of the United States of America and the Headquarters of the Supreme Allied Commander Atlantic,

Considering that the general relations between the parties to the North Atlantic Treaty and the several Allied Headquarters have been defined in the Protocol to the Agreement between the Parties to the North Atlantic Treaty Regarding the Status of Their Forces,

Have agreed as follows in order to implement, interpret, and apply the said Protocol as it relates to the establishment and operation in the United States of the Headquarters of the Supreme Allied Commander Atlantic and Allied Headquarters immediately subordinate thereto which are or may be established in the United States:

Definitions

As used in this Agreement:

- (a) "SACLANT" means the Supreme Allied Commander Atlantic;
- (b) "Headquarters SACLANT" means the Headquarters of the Supreme Allied Commander Atlantic;
- (c) "Subordinate Headquarters" means the headquarters of any international commander immediately subordinate to the Supreme Allied Commander Atlantic which is located in the United States;
- (d) "the Agreement" means the Agreement between the Parties to the North Atlantic Treaty Regarding the Status of Their Forces, signed at London on June 19, 1951; [¹]
- (e) "the Protocol" means the Protocol on the Status of International Military Headquarters set up pursuant to the North Atlantic Treaty, signed at Paris on August 28, 1952; [²]
- (f) the expressions "force", "civilian component", and "dependent" shall have the same meanings as set out in Article 3 of the Protocol.

Article 1

The right of Headquarters SACLANT to acquire or dispose of interests in land in the United States will be exercised only after consultation with appropriate representatives of the United States Government.

¹ Treaties and Other International Acts Series 2846; 4 UST, pt. 2, p. 1792.

² TIAS 2978; 5 UST 870.

Article 2

The powers vested in Headquarters SACLANT by Articles 10 and 11 of the Protocol may be exercised either directly by SACLANT or by any agent designated by him to act on his behalf.

Article 3

In accordance with Article IX, paragraph 5 of the Agreement, the United States will make available to members of a force or civilian component, and their dependents, medical and dental care, including hospitalization, under the same conditions as such care is made available to comparable personnel of the United States.

Article 4

In accordance with Article 8, paragraph 2 of the Protocol and Article XI, paragraph 4 of the Agreement, it is agreed that the United States will permit the importation, free of duty, by Headquarters SACLANT of reasonable quantities of supplies, provisions, and other goods for the exclusive use of Headquarters SACLANT, Subordinate Headquarters, members of the force, members of the civilian component, and their dependents. In connection with such importation, Headquarters SACLANT will comply with such procedures as may be mutually agreed upon between Headquarters SACLANT and the Treasury Department of the United States.

Article 5

Headquarters SACLANT and the Government of the United States shall make arrangements to give effect to the provision in Article 8 of the Protocol that Headquarters SACLANT and Subordinate Headquarters shall be relieved, so far as practicable, from duties and taxes affecting expenditures by them in the interest of common defense and for their official and exclusive benefit.

Article 6

(a) In accordance with Article 3, paragraph 2 of the Protocol and Article IX, paragraph 3 of the Agreement, the United States shall make available to Headquarters SACLANT and Subordinate Headquarters such existing unoccupied buildings and grounds owned by the United States as may be agreed upon, as well as facilities and services connected therewith. These buildings and grounds, and any fixed facilities installed therein, shall be made available at no cost to Headquarters SACLANT as long as title thereto shall remain vested in the United States. If, at the request of either of the Parties and by agreement between them, the location of Headquarters SACLANT and Subordinate Headquarters should be changed, Headquarters SACLANT

and Subordinate Headquarters will hand back these buildings, grounds and fixed installations to the United States within a reasonable time.

(b) All other facilities and services which may be required shall be made available at a rate no less favorable than the rate at which similar facilities and services are charged to other United States activities by the agency of the United States furnishing such facilities and services.

Article 7

The present Agreement on the special conditions for the establishment and operation of Headquarters SACLANT and Subordinate Headquarters on the United States territory shall be effective as of April 10, 1954.

Article 8

The present Agreement shall remain in force so long as Headquarters SACLANT is located in the Continental United States. It may be revised at any time at the request of one of the Parties and by agreement between them.

IN WITNESS WHEREOF the undersigned duly authorized representatives have signed the present Agreement.

DONE at Washington, in duplicate, this twenty-second day of October, 1954.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA:

C. BURKE ELBRICK

FOR THE HEADQUARTERS OF THE SUPREME ALLIED COMMANDER ATLANTIC:

JERAULD WRIGHT.

The Secretary of Defense to the Supreme Allied Commander Atlantic

THE SECRETARY OF DEFENSE
WASHINGTON

OCTOBER 22, 1954

DEAR ADMIRAL WRIGHT:

I refer to the Agreement between the United States Government and the Headquarters of the Supreme Allied Commander Atlantic of 1954 in implementation of the Protocol on the Status of International Military Headquarters set up pursuant to the North Atlantic Treaty, signed at Paris on 28 August 1952. Article 5 of the Agreement provides that your headquarters and the United States will make arrangements to give effect to the provision in Article 8 of the Protocol that Headquarters SACLANT and Subordinate Headquarters shall be relieved, so far as practicable, from duties and taxes affecting expenditures by them in the interest of common defense and for their official and exclusive benefit. Since logistical support for your headquarters is currently being made available by the United States, the Department of Defense is prepared to employ the following procedure:

The United States, acting through the Department of the Navy or such other agency as may hereafter be designated, will, upon request of Headquarters SACLANT, provide equipment, materials, and services required for establishing, maintaining, and operating Headquarters SACLANT and Subordinate Headquarters, as defined in the agreement cited above. Such equipment, materials, and services shall be made available, against immediate reimbursement therefor in U.S. dollars, at prices not to exceed the gross cost to the United States Government and excluding identifiable Federal, State and local taxes and duties. To such prices will be added, where applicable, accessorial charges covering costs of such items as packing, crating, handling and transportation. Charges will not be made for administration, inspection and audit.

If this procedure is satisfactory, I would appreciate your confirmation of these arrangements.

Sincerely yours,

C. E. WILSON

Admiral JERAULD WRIGHT, USN

*Supreme Allied Commander Atlantic
Norfolk, Virginia*

The Supreme Allied Commander Atlantic to the Secretary of Defense

NORTH ATLANTIC TREATY ORGANIZATION
HEADQUARTERS
OF
THE SUPREME ALLIED COMMANDER ATLANTIC
NORFOLK 11, VIRGINIA, U.S.A.

REFER TO

22 OCTOBER 1954

DEAR MR. SECRETARY:

I am in receipt of your letter of October 22, 1954, in which you refer to the measures which the Department of Defense will take to give effect to Article 5 of the Agreement between the United States Government and the Headquarters of the Supreme Allied Commander Atlantic of 22 October 1954, in implementation of the Protocol on the Status of International Military Headquarters set up pursuant to the North Atlantic Treaty, signed at Paris on 28 August 1952.

The procedure which you propose in your letter is satisfactory. This headquarters will make prompt reimbursement in U. S. dollars for any equipment, materials, and services made available under these arrangements.

Sincerely yours,

JERAULD WRIGHT
Admiral, U.S. Navy
Supreme Allied Commander Atlantic

The Honorable**THE SECRETARY OF DEFENSE**

COPYRIGHT

TIAS 3114
Oct. 21, 1954

Agreement between the UNITED STATES OF AMERICA and INDIA

- Effectuated by Exchange of Notes
Signed at Washington October 21, 1954
- Entered into force October 21, 1954

The Indian Ambassador to the Secretary of State

EMBASSY OF INDIA
WASHINGTON, D. C.

F.35/54

October 21st, 1954

EXCELLENCY,

In accordance with instructions from my Government, I have the honor to refer to the recent conversations held in New Delhi between representatives of our two Governments with respect to the copyright relations between India and the United States after August 15, 1947, the date of the transfer of power pursuant to the Indian Independence Act, 1947. It is my understanding, that, upon receipt of affirmative assurances that after August 15, 1947, as before that date, Indian Law has granted to citizens of the United States the benefit of copyright on substantially the same basis as to its own citizens, your Government is prepared to have issued a Presidential Proclamation under Section 9(b) of Title 17, United States Code, being the Copyright Law, to continue to grant the protection of that law to citizens of India after August 15, 1947, thereby providing for and affirming the continued existence of copyright relations between our two countries as established prior to the change in the legal status of India.

The legal obligation of India to extend the protection of its Copyright Law to citizens of the United States was not altered by the transfer of power on August 15, 1947. Section 18(3) of the Indian Independence Act, 1947, provided for the continuation, except as otherwise expressly provided, of all laws which existed immediately before the transfer of power. Similarly, the legal obligations of India with respect to copyright were not altered by the creation of the Republic of India on January 26, 1950. Article 372(1) of the Constitution of India provided for continuation of all laws in force immediately before India became a Republic. In view of this, my Government has instructed me to state its assurances that after August 15, 1947, as before that date, citizens of the United States have been and continue to be entitled to the benefits of copyright in India on substantially the same basis as citizens of India, including rights similar to those provided by section 1(e) of the aforesaid Title 17.

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

G. L. MEHTA

G. L. Mehta

Ambassador of India

The Honourable

THE SECRETARY OF STATE

*Department of State,
Washington, D. C.*

The Acting Secretary of State to the Indian Ambassador

DEPARTMENT OF STATE
WASHINGTON

Oct 21 1954

EXCELLENCY:

I have the honor to acknowledge the receipt of your note of today's date, in which you refer to the recent conversations held in New Delhi between representatives of our two Governments with respect to the copyright relations between India and the United States after August 15, 1947.

You state in your note that the legal obligation of India to extend the protection of its Copyright Law to citizens of the United States was not altered by the transfer of power on August 15, 1947, since Section 18(3) of the Indian Independence Act, 1947, provided for the continuation, except as otherwise expressly provided, of all laws which existed immediately before the transfer of power. You state that similarly the legal obligations of India with respect to copyright were not altered by the creation of the Republic of India on January 26, 1950, since Article 372(1) of the Constitution of India provided for continuation of all laws in force immediately before India became a Republic. You state that in view of this, your Government has instructed you to state its assurances that after August 15, 1947, as before that date, citizens of the United States have been and continue to be entitled to the benefits of copyright in India on substantially the same basis as citizens of India, including rights similar to those provided by Section 1(e) of Title 17 of the United States Code.

I have the honor to inform you that with a view to affirming the continuance of copyright relations between our two countries, as established prior to the change in the legal status of India, the President of the United States of America has issued today a Proclamation, a copy

of which is enclosed herewith, declaring and proclaiming, pursuant to the provisions of Section 9(b) of the said Title 17 on the basis of the assurances set forth in your note, that after August 15, 1947, as before that date, the conditions specified in Section 9(b) and 1(e) of the said Title 17 have existed and have been fulfilled with respect to citizens of India, and that citizens of India, after August 15, 1947, as before that date, have been entitled to all the benefits of the said Title 17.

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

HERBERT HOOVER, Jr.
Acting Secretary

Enclosure:

Proclamation.

His Excellency

GAGANVIHARI LALLUBHAI MEHTA,
Ambassador of India.

[3076]

COPYRIGHT—INDIA

BY THE PRESIDENT OF THE UNITED STATES OF AMERICA

A PROCLAMATION

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

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

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

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

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

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

WHEREAS section 9 of the said title 17 further provides:

"The existence of the reciprocal conditions aforesaid shall be determined by the President of the United States, by proclamation made from time to time, as the purposes of this title may require * * *"; and

WHEREAS satisfactory official assurances have been received that after August 15, 1947, as before that date, the laws of India have granted to citizens of the United States the benefit of copyright on substantially the same basis as to citizens of India, including rights similar to those provided by section 1(e) of the said title 17:

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

That after August 15, 1947, as before that date, the conditions specified in sections 9(b) and 1(e) of the said title 17 of the United States Code have, as between the United States and India, existed and been fulfilled, and that citizens of India, after August 15, 1947, as before that date, have been and are entitled to all the benefits of the said title 17, except those conferred by the provisions embodied in the second paragraph of section 9(b) thereof regarding the extension of time for fulfilling copyright conditions and formalities.

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

DONE at Washington this 21st day of October in the year of our Lord nineteen hundred and fifty-four, and of the Independence of the United States of America the one hundred and seventy-ninth.

DWIGHT D EISENHOWER

By the President:

HERBERT HOOVER JR

Acting Secretary of State.

RELIEF SUPPLIES AND EQUIPMENT

**Duty-Free Entry and Exemption
From Internal Taxation**

**TIAS 3115
Aug. 20 and
26, 1954**

**Agreement between the
UNITED STATES OF AMERICA
and VIET-NAM**

- Effectuated by Exchange of Notes
Dated at Saigon August 20 and 26, 1954
- Entered into force August 26, 1954

The American Embassy to the Vietnamese Ministry of Foreign Affairs

No. 12

The Embassy of the United States of America presents its compliments to the Ministry of Foreign Affairs of Viêt-Nam and has the honor to transmit the following text of an agreement defining the conditions governing the operations of United States voluntary, non-profit relief and rehabilitation agencies in Viêt-Nam.

1. The Government of Viêt-Nam shall accord duty-free entry into Viêt-Nam as well as exemption from internal taxation of supplies of goods approved by the Government of the United States of America offered free of charge to Viêt-Nam by United States voluntary, non-profit relief and rehabilitation agencies qualified under United States Government Regulations, and consigned to such organizations, including branches of these agencies in Viêt-Nam which have been or hereafter shall be approved by the Government of Viêt-Nam.

2. Such supplies may include goods of types qualified for ocean freight subsidy under applicable United States Government Regulations, such as basic necessities of food, clothing and medicines and other relief and rehabilitation supplies and equipment in support of projects of health, sanitation, education and recreation, industry, agriculture and promotion of small self-help industries, but shall not include tobacco, cigars, cigarettes, or items for the personal use of agencies' field representatives.

3. Duty-free treatment on importation of the products for distribution or re-exportation of products not distributed, as well as exemption from internal taxation shall also be accorded to supplies and equipment imported by organizations approved by both governments for the purpose of carrying out operations referred to in the preceding article. Such supplies and equipment shall not include items for the personal use of agencies' field representatives.

4. The cost of transporting such supplies and equipment (including port, handling, storage and similar charges as well as transportation) within Viêt-Nam to the ultimate beneficiary will be borne by the Government of Viêt-Nam.

5. The supplies furnished by the voluntary agencies shall be considered supplementary to rations to which individuals would otherwise have been entitled.

6. Individual organizations carrying out operations under this agreement may enter into additional arrangements with the Government of Viêt-Nam, and this agreement shall not be construed to derogate from any benefits secured by any such organizations in existing agreements with the Government of Viêt-Nam.

Technical details of the implementation of the programs of assistance and the list of products, supplies and equipment offered as gifts will be determined by agreement between each voluntary organization and the Government of Viêt-Nam or an organization designated by the Government of Viêt-Nam.

7. Either contracting party shall have the right at any time to terminate the present agreement by notification six months in advance or to request modification thereof.

The Embassy has the honor to propose that, if these understandings meet with the approval of the Government of Viêt-Nam, this note and the Ministry's note of reply shall constitute an agreement between the Governments of Viêt-Nam and the United States of America.

AMERICAN EMBASSY,

Saigon, August 20, 1954

No. 12

TRADUCTION OFFICIEUSE [1]

L'Ambassade des Etats-Unis d'Amérique présente ses compliments au Ministère des Affaires Etrangères du Viêt-Nam et a l'honneur de lui transmettre le texte suivant d'un accord qui établit les conditions régissant les opérations des organisations bénévoles américaines de secours et de réhabilitation au Viêt-Nam.

1. Le Gouvernement du Viêt-Nam accordera le droit de libre entrée au Viêt-Nam ainsi que la dispense de toutes taxes nationales, aux fournitures de marchandises approuvées par le Gouvernement des Etats-Unis d'Amérique, qui sont offertes à titre gratuit au Viêt-Nam par les organisations bénévoles américaines de secours et de réhabilitation dûment habilitées par les règlements du Gouvernement des Etats-Unis et consignées à leurs propres noms ou leurs succursales au Viêt-Nam qui ont été ou qui seront ultérieurement agréées par le Gouvernement du Viêt-Nam.

2. Ces fournitures peuvent comprendre des marchandises de catégories susceptibles de recevoir une subvention de frêt maritime

¹ Official translation into French of the foregoing note, prepared by the American Embassy and transmitted to the Ministry of Foreign Affairs with the English text of the note.

selon les règlements appliqués par le Gouvernement des Etats-Unis, tels que les aliments de base de première nécessité, l'habillement et les médicaments, ainsi que d'autres fournitures et équipements de secours et de réhabilitation, destinés à la mise en oeuvre de projets de santé, d'hygiène, d'éducation et de divertissements, d'industrie, d'agriculture et de développement de petites industries subsistant par elles-mêmes. Ne sont pas compris dans ces fournitures le tabac, les cigares, les cigarettes, les boissons alcooliques ou les articles destinés à la consommation personnelle des membres de ces organisations au Viêt-Nam.

3. L'exemption de tous droits sur l'importation des produits à distribuer ou la réexportation des produits non distribués, aussi bien que la dispense des taxes nationales s'appliqueront aux fournitures et à l'équipement importés par les organisations approuvées par les deux Gouvernements pour la mise en oeuvre des opérations visées à l'article précédent. Ces fournitures et équipement ne doivent pas comprendre les articles destinés à la consommation personnelle des représentants de ces organisations au Viêt-Nam.

4. Le coût du transport de ces fournitures et équipement (y compris les frais de port, de manutention, de stockage et autres frais similaires ainsi que le transport) à l'intérieur du Viêt-Nam vers le destinataire bénéficiaire sera à la charge du Gouvernement du Viêt-Nam.

5. Les fournitures délivrées par les organisations bénévoles seront considérées comme supplémentaires aux provisions de ravitaillement auxquelles les individus auraient normalement eu droit.

6. Les organisations individuelles qui se chargent de l'exécution des opérations dans le cadre du présent accord peuvent conclure d'autres engagements avec le Gouvernement du Viêt-Nam; le présent accord ne devra pas être interprété de façon à porter atteinte aux avantages acquis par ces organisations selon les dispositions des accords déjà conclus avec le Gouvernement du Viêt-Nam.

Les modalités d'exécution des programmes d'assistance et la liste des produits, fournitures et équipement offerts à titre de don seront arrêtées entre chaque organisation d'aide et le Gouvernement du Viêt-Nam ou une organisation désignée par ce Gouvernement.

7. L'une ou l'autre des deux parties pourra à tout moment mettre fin au présent accord par un préavis de six mois ou en demander la modification.

L'Ambassade a l'honneur de proposer, si ce texte rencontre l'agrément du Gouvernement du Viêt-Nam, que cette note et la note du Ministère y répondant constitueront un accord entre les Gouvernements du Viêt-Nam et les Etats-Unis d'Amérique.

AMERICAN EMBASSY

Saigon, le 20 Août 1954.

The Vietnamese Ministry of Foreign Affairs to the American Embassy

ÉTAT DU VIETNAM

MINISTÈRE DES AFFAIRES ÉTRANGÈRES

N° 2348/DAP

SAIGON, le 26 Août 1954

N O T E

Le Ministère des Affaires Etrangères du Viêt-Nam présente ses compliments à l'Ambassade des Etats-Unis d'Amérique à Saigon et a l'honneur de lui accuser réception de sa note N° 12 en date du 20 Août 1954 transmettant à ce Département le texte d'un accord qui définit les conditions régissant les opérations des organisations bénévoles américaines de secours et de réhabilitation au Viêt-Nam, accord dont suit la teneur.

"1. "The Government of Viêt-Nam shall accord duty-free entry into Viêt-Nam as well as exemption from internal taxation of supplies of goods approved by the Government of the United States of America offered free of charge to Viêt-Nam by United States voluntary, non-profit relief and rehabilitation agencies qualified under United States Government Regulations, and consigned to such organizations, including branches of these agencies in Viêt-Nam which have been or hereafter shall be approved by the Government of Viêt-Nam.

"2. Such supplies may include goods of types qualified for ocean freight subsidy under applicable United States Government Regulations, such as basic necessities of food, clothing and medicines and other relief and equipment in support of projects of health, sanitation, education and recreation, industry, agriculture and promotion of small self-help industries, but shall not include tobacco, cigars, cigarettes, or items for the personal use of agencies' field representatives.

"3. Duty-free treatment on importation of the products for distribution or re-exportation of products not distributed, as well as exemption from internal taxation shall also be accorded to supplies and equipment imported by organizations approved by both governments for the purpose of carrying out operations referred to in the preceding article. Such supplies and equipment shall not include items for the personal use of agencies' field representatives.

"4. The cost of transporting such supplies and equipment (including port, handling, storage and similar charges as well as transportation) within Viêt-Nam to the ultimate beneficiary will be borne by the Government of Viêt-Nam.

"5. The supplies furnished by the voluntary agencies shall be considered supplementary to rations to which individuals would otherwise have been entitled.

"6. Individual organizations carrying out operations under this agreement may enter into additional arrangements with the Government of Viêt-Nam, and this agreement shall not be construed to derogate from any benefits secured by any such organizations in existing agreements with the Government of Viêt-Nam.

"Technical details of the implementation of the programs of assistance and the list of products, supplies and equipment offered as gifts will be determined by agreement between each voluntary organization and the Government of Viêt-Nam or an organization designated by the Government of Viêt-Nam.

"7. Either contracting party shall have the right at any time to terminate the present agreement by notification six months in advance or to request modification thereof."

Le Ministère des Affaires Etrangères a l'honneur de faire connaître à l'Ambassade que le texte reproduit ci-dessus rencontre l'agrément du Gouvernement du Viêt-Nam et que la présente note et la note susmentionnée de l'Ambassade constituent un accord entre le Gouvernement des Etats-Unis d'Amérique et le Gouvernement du Viêt-Nam.

Le Ministère des Affaires Etrangères du Viêt-Nam saisit cette occasion pour renouveler à l'Ambassade des Etats-Unis d'Amérique à Saigon les assurances de sa haute considération./.

[SEAL] TRAN VAN DO

AMBASSADE DES ETATS-UNIS D'AMERIQUE

-Saigon-

Translation

STATE OF VIET-NAM

MINISTRY OF FOREIGN AFFAIRS

No. 2248/DAP

SAIGON, August 26, 1954

N O T E

The Ministry of Foreign Affairs of Viet-Nam presents its compliments to the Embassy of the United States of America in Saigon and has the honor to acknowledge receipt of its note No. 12, dated August 20, 1954, transmitting to this Department the text of an agreement defining the conditions governing the operations of American benevolent relief and rehabilitation organizations in Viet-Nam, the text of which agreement follows.

[For the English language text of the agreement, see *ante*, p. 2532.]

The Ministry of Foreign Affairs has the honor to inform the Embassy that the text reproduced above meets with the approval of the

Government of Viet-Nam and that the present note and the Embassy's aforementioned note constitute an agreement between the Government of the United States of America and the Government of Viet-Nam.

The Ministry of Foreign Affairs of Viet-Nam avails itself of this occasion to renew to the Embassy of the United States of America in Saigon the assurances of its high consideration.

[SEAL] TRAN VAN DO

EMBASSY OF THE UNITED STATES OF AMERICA,
Saigon.

TIAS 3116
Nov. 12, 1953

SAINT LAWRENCE WATERWAY

Establishment of Saint Lawrence River
Joint Board of Engineers

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

- Effectuated by Exchange of Notes
Signed at Washington November 12, 1953
- Entered into force November 12, 1953

The Canadian Ambassador to the Secretary of State

CANADIAN EMBASSY
AMBASSADE DU CANADA

WASHINGTON, D. C.,

November 12, 1953.

No. 820

SIR:

I have the honour to refer to the Order of Approval issued by the International Joint Commission on October 29, 1952, under authority of the Boundary Waters Treaty of January 11, 1909,[¹] in the matter of the applications of the Government of Canada and the Government of the United States of America for an Order of Approval for the construction of certain works for the development of power in the International Rapids Section of the St. Lawrence River.

The Government of Canada has designated the Hydro-Electric Power Commission of Ontario as the entity to construct, maintain and operate the proposed works in Canada and I have been informed that the Government of the United States, consistent with the action of the Federal Power Commission in licensing the Power Authority of the State of New York, has declared that authority to be the designee of the Government of the United States of America for the construction of the works referred to in the Order of Approval of the International Joint Commission of October 29, 1952. It would, therefore, be agreeable to the Canadian Government if the St. Lawrence River Joint Board of Engineers, proposed in the applications of both Governments to the International Joint Commission and approved in that Commission's Order, were now established so that the Hydro-Electric Power Commission of Ontario and the Power Authority of the State of New York may submit their plans and programmes of construction to the Board for its approval.

The Canadian Government suggests that the Board consist of four members, two to be designated by and to act on behalf of the Government of Canada and two to be designated by and to act on behalf of the Government of the United States of America, and that the Board should perform the duties specified in clause (g) of the Order of Approval, including the approval of the plans and specifications of the works and the programmes of construction thereof, submitted

¹ Treaty Series 548; 86 Stat. 2448.

for approval of the respective Governments as required by the Order of Approval, and assurance that the construction of the works is in accordance with such approval.

Reports shall be made by the Joint Board of Engineers to the respective governments to keep them currently informed of the progress of the construction of the works.

If the Government of the United States is agreeable to the foregoing proposals, I suggest that this note and your reply should constitute an agreement between our two governments establishing the St. Lawrence River Joint Board of Engineers.

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

A. D. P. HEENEY.

(A. D. P. Heeney)

The Honourable JOHN FOSTER DULLES,
Secretary of State of the United States,
Washington, D.C.

The Secretary of State to the Canadian Ambassador

DEPARTMENT OF STATE
WASHINGTON

Nov 12 1953

EXCELLENCY:

I have the honor to refer to your note No. 820 of November 12, 1953, in which you made proposals for the establishment of the St. Lawrence River Joint Board of Engineers.

I have the honor to inform you that the Government of the United States concurs in these proposals and agrees that your note and the present reply shall constitute an agreement between our two Governments establishing the St. Lawrence River Joint Board of Engineers, as proposed in the applications of each Government, dated June 30, 1952, to the International Joint Commission and approved in that Commission's Order of October 29, 1952.

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

JOHN FOSTER DULLES

His Excellency

A. D. P. HEENEY,
Ambassador of Canada.

AIR TRANSPORT SERVICES

TIAS 3117
Dec. 30, 1954

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

**Amending Annex to Agreement
of August 14, 1953**

- Effectuated by Exchange of Notes
Signed at Washington December 30, 1954
- Entered into force December 30, 1954

The Venezuelan Ambassador to the Secretary of State

EMBAJADA DE VENEZUELA
WASHINGTON, D. C.

No 3077

30 DE DICIEMBRE DE 1954

EXCELENCIA:

Tengo el honor de referirme al Convenio de Trasporte Aéreo entre la República de Venezuela y los Estados Unidos de América, firmado en Caracas, Venezuela, el 14 de agosto de 1953. El Gobierno de Venezuela propone que las Rutas números 1 y 2 del Cuadro número 2 del Anexo del citado Convenio, sea modificado para que rece como sigue;

1. Desde Venezuela, excepto Maracaibo, vía Antillas Holandesas y la República Dominicana, hasta Nueva York y más allá hasta Canadá y más allá.
2. Desde Venezuela, vía Antillas Holandesas, Jamaica y Cuba, hasta Miami.

Si las anteriores modificaciones se consideran aceptables por el Gobierno de los Estados Unidos, se sugiere que esta nota, junto con la contestación de Vuestra Excelencia aceptando la propuesta, constituya el acuerdo que modifique las Rutas números 1 y 2 del Cuadro número 2 del Anexo del Convenio sobre Trasporte Aéreo entre Venezuela y los Estados Unidos.

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

CÉSAR GONZÁLEZ
César González

Al Excelentísimo señor
JOHN FOSTER DULLES,
Secretario de Estado
Washington, D.C.

English Version of Foregoing Note

EMBAJADA DE VENEZUELA
WASHINGTON, D.C.

3077

DECEMBER 30 1954.

EXCELLENCY:

I have the honor to refer to the Air Transport Agreement between the United States and Venezuela signed in Caracas, Venezuela on August 14, 1953.¹ The Government of Venezuela proposes that Schedule Two, Routes 1 and 2 of the Annex of said Agreement be amended to read as follows:

1. From Venezuela, except Maracaibo, via Netherlands West Indies and the Dominican Republic, to New York and beyond to Canada and beyond.
2. From Venezuela, via the Netherlands West Indies, Jamaica and Cuba to Miami.

It is suggested that if the above amendments are acceptable to the Government of the United States, this note, together with your Excellency's reply thereto accepting these proposals, shall constitute an agreement amending Routes 1 and 2 of Schedule Two fo the Annex of said Air Transport Agreement between the United States and Venezuela.

Accept Your Excellency the assurances of highest and distinguished consideration.

CÉSAR GONZÁLEZ

César González

To His Excellency

JOHN FOSTER DULLES,
Secretary of State
Washington, D.C.

The Secretary of State to the Venezuelan Ambassador

DEPARTMENT OF STATE
WASHINGTON
December 30 1954

EXCELLENCY:

I have the honor to refer to your Excellency's note No. 3077 dated December 30, 1954 proposing that Routes 1 and 2 of Schedule Two

¹ Treaties and Other International Acts Series 2813; 4 UST, pt. 2, p. 1493.

of the annex to the bilateral Air Transport Agreement between the United States and Venezuela be amended to read as follows:

1. From Venezuela, except Maracaibo, via Netherlands West Indies and the Dominican Republic, to New York and beyond to Canada and beyond.
2. From Venezuela, via the Netherlands West Indies, Jamaica and Cuba to Miami.

The Government of the United States agrees to this amendment and to the suggestion that your Excellency's note of December 30, 1954 and this reply shall constitute an agreement amending Routes 1 and 2 of Schedule Two of the annex to the bilateral Air Transport Agreement.

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

For the Secretary of State:

EDWARD J. SPARKS

His Excellency

Senor Dr. CESAR GONZALEZ,
Ambassador of Venezuela.

**UNITED STATES EDUCATIONAL FOUNDATION
IN NORWAY**

**TIAS 3118
Aug. 12 and
Oct. 30, 1954**

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

**Amending Agreement of
May 25, 1949**

- Effectuated by Exchange of Notes
Dated at Oslo August 12 and
October 30, 1954
- Entered into force October 30, 1954

*The American Ambassador to the Norwegian Minister for Foreign Affairs***No. 10**

The Ambassador of the United States of America presents his compliments to the Minister for Foreign Affairs and has the honor to refer to the Agreement of May 25, 1949,[¹] between the Government of the United States of America and the Royal Norwegian Government for the use of funds made available in accordance with the Letter Credit Agreement dated June 18, 1946, accepted by the Royal Norwegian Government on July 29, 1946.[²]

The Embassy has been instructed by its Government to initiate an exchange of notes to amend Article 11 of the aforementioned Educational Agreement to provide additional funds in the amount of \$104,837, to carry out the approved program of \$250,000 during the academic year 1954-55. There remains a balance of \$145,163 available to the United States Government from the amount specified in the present Article 11 of the Agreement.

The Embassy has also been instructed to request an amendment of certain portions of the Preamble and Article 1 of the same Agreement to provide for the financing of the Foundation from funds to be made available from the Lend-Lease Settlement Agreement of February 24, 1948,[³] as well as the Surplus Property Credit Agreement of June 18, 1946.

The Embassy therefore proposes that, in accordance with Article 15 of the Educational Agreement, the title Preamble and Articles 1 and 11 be amended as follows:

Agreement between the Government of the United States of America and the Royal Norwegian Government for the use of funds made available in accordance with the Letter Credit Agreement dated June 18, 1946, accepted by the Royal Norwegian Government on July 29, 1946, and the Lend-Lease Settlement of February 24, 1948.

The Government of the United States of America and the Royal Norwegian Government;

¹ Treaties and Other International Acts Series 2000; 63 Stat., pt. 3, p. 2764.

² Not printed.

³ TIAS 1716; 62 Stat., pt. 2, p. 1848.

Desiring to promote further mutual understanding between the peoples of the United States of America and Norway by a wider exchange of knowledge and professional talents through educational contacts;

Considering that Section 32 (b) of the United States Surplus Property Act of 1944,[¹] as amended by Public Law No. 584, 79th Congress,[¹] and Public Law No. 400, 82nd Congress,[¹] provides that the Secretary of State of the United States of America may enter into an agreement with any foreign government for the use of currencies or credits for currencies of such foreign government held or available for expenditure by the United States for certain educational activities; and

Considering that under the provisions of the latter credit agreement dated June 18, 1946, addressed to the Minister of Finance, Oslo, Norway, from Horace C. Reed, Acting Central Field Commissioner for Europe, Office of the Foreign Liquidation Commissioner, United States of America, accepted by Erik Brofoss on July 29, 1946 (hereinafter designated "the Letter Credit Agreement") it is provided that in the event the Government of the United States wishes to receive local currency of the Royal Norwegian Government for the payment of any or all expenditures in Norway of the Government of the United States and its agencies (i. e. Embassy, Consular, and similar civilian expenditures), the Government of the United States may request at any time or times, and the Royal Norwegian Government agrees to furnish at such time or times, Norwegian currency at an exchange rate as provided in sub-paragraph (4) (b) of the Letter Credit Agreement, in any amount not in excess of the net outstanding balance of principal (whether or not then due in United States dollars) plus interest (then due in United States dollars) payable under the terms of this letter. In the event that local currency is received by the Government of the United States under the terms of this paragraph, the United States dollar equivalent of the amount received shall be credited first to past due interest, if any, and then pro rata to all remaining unpaid installments of principal, and

Considering that under the provisions of the Lend-Lease Settlement Agreement signed at Washington on February 24, 1948, it is provided that the Royal Norwegian Government, when requested by the United States Government, will furnish Norwegian kroner to be used to carry out cultural and educational programs agreed between the two Governments,

Have agreed as follows:

¹ 58 Stat. 782; 60 Stat. 754; and 66 Stat. 151; 50 U.S.C. App. § 1641.

Article 1

There shall be established a foundation to be known as the United States Education Foundation in Norway (hereinafter designated as the Foundation), which shall be recognized by the Government of the United States of America and the Royal Norwegian Government as an organization created and established to facilitate the administration of the educational program to be financed by funds made available by the Royal Norwegian Government under the terms of the present agreement. Except as provided in Article 3 hereof the Foundation shall be exempt from the domestic and local laws of the United States of America and Norway as they relate to the use and expenditures of currencies, and credits for currencies, for the purposes set forth in the present agreement.

The funds made available under the present agreement by the Royal Norwegian Government, within the conditions and limitation hereinafter set forth, shall be used by the Foundation or such other instrumentality as may be agreed upon by the Government of the United States of America and the Royal Norwegian Government for the purpose, as set forth in Section 32 (b) of the United States Surplus Property Act of 1944 as amended, and the Lend-Lease Settlement Agreement of February 24, 1948.

Article 11

The Royal Norwegian Government shall, subsequent to thirty days of the date of the signature of the present agreement, deposit such amounts of currency of the Royal Norwegian Government as may be requested by the Government of the United States of America until an aggregate amount of the currency of the Royal Norwegian Government equivalent to \$1,354,837 (United States currency) shall have been so deposited, provided, however, that in no event shall a total amount of the currency of the Royal Norwegian Government in excess of the equivalent of \$250,000 (United States currency) be deposited during any single calendar year.

The rate of exchange between currency of the Royal Norwegian Government and United States currency to be used in determining the amount of currency of the Royal Norwegian Government to be deposited from time to time hereunder, shall be determined in accordance with sub-paragraph (4) (b) of the Letter Credit Agreement when deposits are made pursuant to such agreement and in accordance with sub-paragraph IV B of the Lend-Lease Settlement Agreement of February 24, 1948, when deposits are made pursuant to that agreement.

The Royal Norwegian Government shall guarantee the United States of America against loss resulting from any alteration in the above rate of exchange or from any currency conversion with respect to any currency of the Royal Norwegian Government received hereunder and held by the Treasurer of the United States of America or by the Foundation by undertaking to pay to the Government of the United States of America such amounts of currency of the Royal Norwegian Government as are necessary to maintain the dollar value of such currency of the Royal Norwegian Government as is held by the Treasurer of the United States of America or the Foundation. The purpose of this provision is to assure that the operations of the Foundation will not be interrupted or restricted by any deficits resulting from alterations in the above rate of exchange, or from currency conversions.

The Secretary of State of the United States of America will make available for expenditure by the Foundation currency of the Royal Norwegian Government in such amounts as may be required by the Foundation but in no event in excess of the budgetary limitation established pursuant to Article 3 of the present agreement.

It is suggested that, if acceptable to the Norwegian Government, this note, together with the Ministry's reply, constitute an amendment to the Agreement between the Government of the United States of America and the Royal Norwegian Government for the use of funds for educational activities, signed in Oslo on May 25, 1949.

OSLO, August 12, 1954

LCS

THE ROYAL NORWEGIAN MINISTRY
FOR FOREIGN AFFAIRS,
Oslo.

The Norwegian Ministry for Foreign Affairs to the American Embassy

DET KGL. UTENRIKSDEPARTEMET

Det Kgl. Utenriksdepartement viser til note fra Amerikas Forente Staters Ambassade av 12.august 1954 (nr. 10) angående avtalen mellom Norge og Amerikas Forente Stater av 25.mai 1949 om bruk av midler som er stilt til rådighet etter kredittavtalen av 18.juni 1946 og har den ære å meddele at den Kongelige Norske Regjering er enig i at titelen, innledningen og artiklene 1 og 11 i avtalen endres i overensstemmelse med ovennevnte note.

Departementet er videre enig i at Ambassadens note av 12.august 1954 og denne note skal utgjøre en endring i avtalen mellom den Kongelige Norske Regjering og Amerikas Forente Staters Regjering om bruk av midler til undervisningsmessige tiltak, undertegnet i Oslo den 25.mai 1949.

R. B. S.

OSLO, 30.oktober 1954

[SEAL]

AMERIKAS FORENTE STATERS AMBASSADE
i Oslo.

Translation

THE ROYAL MINISTRY OF FOREIGN AFFAIRS

The Royal Ministry of Foreign Affairs refers to the United States Embassy's note of August 12, 1954 (No. 10) regarding the agreement between Norway and the United States of America of May 25, 1949, on the Use of Available Funds in Accordance with the Credit Agreement of June 18, 1946, and has the honor to inform the Embassy that the Royal Norwegian Government agrees that the title, introduction and articles 1 and 11 of the agreement shall be amended in accordance with the above note.

The Ministry further agrees that the Embassy's note of August 12, 1954, and this note shall constitute an amendment to the agreement between the Royal Norwegian Government and the United States of America on the use of funds for educational purposes, signed at Oslo on May 25, 1949.

R. B. S.

OSLO, October 30, 1954

[SEAL]

UNITED STATES EMBASSY
Oslo.

RELIEF SUPPLIES AND EQUIPMENT

**TIAS 3119
Oct. 30, 1954**

Duty-Free Entry and Exemption From Internal Taxation

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

- **Effectuated by Exchange of Notes
Signed at Cairo October 30, 1954**
- **Entered into force October 30, 1954**

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

AMERICAN EMBASSY,
Cairo, Egypt, October 30, 1954

EXCELLENCY:

I have the honor to refer to conversations between representatives of our two Governments concerning measures to facilitate private manifestations of friendship between the peoples of our two countries through voluntary gifts of food and other basic supplies by individuals and organizations in the United States to individuals and organizations in the Republic of Egypt. I also have the honor to confirm the understandings reached as a result of those conversations, as follows:

1. The Government of Egypt shall accord duty-free entry into Egypt, as well as exemption from internal taxation, of supplies of goods approved by the Government of the United States, donated or purchased by United States voluntary, non-profit relief and rehabilitation agencies qualified under United States Government Regulations, and consigned to such organizations, including branches of these agencies in Egypt which have been or hereafter shall be approved by the Government of Egypt.
2. Such supplies may include goods of types qualified for ocean freight subsidy under applicable United States Government Regulations, such as basic necessities of food, clothing and medicines, and other relief supplies and equipment in support of projects of health, sanitation, education and recreation, agriculture and promotion of small selfhelp industries, but shall not include tobacco, cigars, cigarettes, alcoholic beverages, or items for the personal use of agencies' field representatives.
3. Duty-free treatment on importation and exportation, as well as exemption from internal taxation, shall also be accorded to supplies and equipment imported by organizations approved by both governments for the purpose of carrying out operations under this Agreement. Such supplies and equipment shall not include items for the personal use of agencies' field representatives.
4. The cost of transporting such supplies and equipment (including port, handling, storage, and similar charges, as well as transporta-

tion) within Egypt to the ultimate beneficiary will be borne by the Government of Egypt.

5. The supplies furnished by the voluntary agencies shall be considered supplementary to rations to which individuals would otherwise have been entitled.

6. Individual organizations carrying out operations under this Agreement may enter into additional arrangements with the Government of Egypt, and this Agreement shall not be construed to derogate from any benefits secured by any such organizations in existing agreements with the Government of Egypt.

I have the honor to propose that, if these understandings meet with the approval of the Government of Egypt, this note and your Excellency's note in reply constitute an agreement between our two Governments, effective on the date of your Excellency's reply, to remain in force until three months after the receipt by either Government of written notice of the intention of the other Government to terminate it.

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

JEFFERSON CAFFERY

His Excellency,

MAHMOUD FAWZY,

Minister of Foreign Affairs,

Cairo.

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

MINISTÈRE
DES
AFFAIRES ÉTRANGÈRES [¹]

No.

LE CAIRE, le 30. 10. 1954.

EXCELLENCY:

I have the honour to refer to your Excellency's note of today, regarding measures to facilitate private manifestations of friendship between the peoples of our two countries through voluntary gifts of food and other basic supplies by individuals and organizations in the United States to individuals and organizations in the Republic of Egypt. Your Excellency's understanding of the result of those conversations is set forth herein as follows:—

^¹ Ministry for Foreign Affairs.

1. The Government of Egypt shall accord duty-free entry into Egypt, as well as exemption from internal taxation, of supplies of goods approved by the Government of the United States, donated to or purchased by United States voluntary, non-profit relief and rehabilitation agencies qualified under United States Government Regulations, and consigned to such organizations, including branches of these agencies in Egypt which have been or hereafter shall be approved by the Government of Egypt.

2. Such supplies may include goods of types qualified for ocean freight subsidy under applicable United States Government Regulations, such as basic necessities of food, clothing and medicines, and other relief supplies and equipment in support of projects of health, sanitation, education and recreation, agriculture and promotion of small selfhelp industries, but shall not include tobacco, cigars, cigarettes, alcoholic beverages, or items for the personal use of agencies' field representatives.

3. Duty-free treatment on importation and exportation, as well as exemption from internal taxation, shall also be accorded to supplies and equipment imported by organizations approved by both governments for the purpose of carrying out operations under this Agreement. Such supplies and equipment shall not include items for the perosnal use of agencies' field representatives.

4. The cost of transporting such supplies and equipment (including port, handling, storage, and similar charges, as well as transportation) within Egypt to the ultimate beneficiary will be borne by the Government of Egypt.

5. The supplies furnished by the voluntary agencies shall be considered supplementary to rations to which individuals would otherwise have been entitled.

6. Individual organizations carrying out operations under this Agreement may enter into additional arrangements with the Government of Egypt, and this Agreement shall not be construed to derogate from any benefits secured by any such organizations in existing agreements with the Government of Egypt.

On behalf of my Government, I confirm the understanding set forth above and agree that your Excellency's note and this note in reply constitute an agreement between our two Governments, effective on this date, to remain in force until three months after the receipt by either Government of written notice of the intention of the other Government to terminate it.

Please accept, Excellency, the renewed assurance of my Highest consideration.

M. FAWZI

His Excellency,

JEFFERSON CAFFERY,

American Ambassador,

American Embassy,

Cairo.

TIAS 3120
May 29 and
June 22, 1953

TAX RELIEF TECHNIQUES ON DEFENSE EXPENDITURES

**Arrangement between the
UNITED STATES OF AMERICA
and the NETHERLANDS**

- Effectuated by Exchange of Notes
Dated at The Hague May 29 and
June 22, 1953
- Entered into force June 22, 1953

The Netherlands Ministry of Foreign Affairs to the American Embassy

MINISTRY OF FOREIGN AFFAIRS
THE HAGUE

No.

The Netherlands Ministry of Foreign Affairs presents its compliments to the United States Embassy and has the honour to refer to the Tax Relief Agreement, concluded between the two Governments on March 7, 1952.^[1]

As the desirability now appears to formulate the tax relief techniques and to reach agreement on the procedures to be applied, the Netherlands Government have drafted a text, entitled "Taxes involved and tax relief techniques under Netherlands-US agreement of March 7, 1952", which they propose to annex, after agreement between the US Government and the Netherlands Government has been reached, to the Tax Relief Agreement of March 7, 1952. This document has been prepared on the basis of the text, drafted in August 1952 by representatives of MSA^[2] and SRE^[3] in consultation with experts of the Netherlands Ministry of Finance. It has been adapted now in accordance with the developments since August 1952. It is proposed that this document will also constitute the "agreed procedures" to which para 11 of the Memorandum of Understanding on Offshore Procurement,^[4] now under negotiation between the two Governments, refers.

The Netherlands Ministry of Foreign Affairs proposes that this note and your affirmative reply constitute an arrangement as outlined above.

THE HAGUE, May 29, 1953.

[SEAL]

To the EMBASSY OF

THE UNITED STATES OF AMERICA,
7 Benoordenhoutseweg,
The Hague.

¹ Treaties and Other International Acts Series 2563; 3 UST, pt. 3, p. 4183.

² Mutual Security Administration.

³ Special Representative Europe.

⁴ Effectuated by exchange of notes signed Apr. 15 and May 7, 1954. TIAS 3069; 5 UST, pt. 2, p. 2027.

**TAXES INVOLVED AND TAX RELIEF TECHNIQUES
UNDER NETHERLANDS-U.S. AGREEMENT OF MARCH
7, 1952.**

EXEMPTED TAXES

(a) *Turnover Tax (Omzetbelasting)*

This is levied on the internal sale of, both commodities and services. On the former, the rates vary, depending on the level of sale and on the type of commodity. However, the aggregate amount comes to approximately 6-7% on the final sale price of commodities except in the case of luxury goods where it is approximately 15%.

The agreement provides that relief from Dutch turnover tax will be accorded insofar as relief from this tax would be accorded if the articles were exported from the Netherlands, whether they are retained in the Netherlands or are in fact exported. Under the existing export system the total amount of the tax is refunded or exempted to the exporter on export.

With respect to services the rate is generally 4%. However, there are certain exceptions where the rates are lower, a major one being in the case of construction contracts concerning immovables where the rate is 3% on the total price of the contract. Turnover tax on internal transportation services (i.e. that which both originates and terminates in the Netherlands) amounts to 3% for personnel and goods. Exempted from this tax under the laws of the Netherlands are: all international traffic (i.e. through traffic or that which either originates or terminates outside the Netherlands) of goods; international air traffic of persons; and internal portions of traffic of goods and persons borne by vessels going to or coming from foreign ports.

The services to which the tax is applicable are those which are the end item in themselves.

In general, the tax on services will not normally be of concern to the U.S. procurement and contracting officers except where they are engaged in the direct procurement of services rather than commodities.

Tax relief on services will be granted insofar as the services procured are the end items in themselves. Moreover, such relief will be extended to other services insofar as the turnover tax on such services is readily identifiable in the total price of the end item.

It will be the competence of the Netherlands Tax Administration to determine, in consultation with the appropriate U.S. authorities and in accordance with the general principles of the **Tax Relief Agreement of March 7, 1952**, whether tax elements in prices are readily identifiable and, therefore, eligible for exemption.

(b) *Import taxes and duties (Invoerbelasting en Invoerrechten)*

The agreement provides relief from import taxes and duties on any articles, or components used in the production of articles, the procurement of which are financed by U.S. expenditures. This relief is the same as that which would be accorded under the export relief system if the articles were exported from the Netherlands. Under this system full relief will in general be accorded on the purchase of both end items and components, whether or not already imported at the time the contract is let provided that the duty paid on goods imported before the contract is let is readily identifiable and the required formalities are observed.

It should be noted that the tax on imports (Invoerbelasting) is the equivalent of the turnover tax for internal purchases. Its rates and the procedures for tax relief therefrom are the same as for the internal turnover tax.

(c) *General*

The procurement officer should note that all U.S. financed exports out of the Netherlands will benefit from full tax relief as provided under the export relief system. Consequently, where such system provides relief additional to that specified in the tax agreement, U.S. financed exports will benefit therefrom the same as all other exports.

NON-EXEMPTED TAXES

- (a) Relief is not provided from the "export equalization levy" (Monopolieheffing) payable on export of commodities such as sugar, sugar-containing foods, grain derivatives, and margarine. This levy is made by the Government to recover, on exports, a subsidy which it has granted on certain commodities when imported for the manufacture of foodstuffs for internal consumption.
- (b) There is in existence in the Netherlands a special social insurance equalization levy (Vereveningsheffing) amounting to between 4 and 4½% on total payrolls, paid by Dutch employers. Being similar in purpose to social security contribution systems, no specific relief is provided from this levy.

- (c) Local taxes, being real property taxes only, were not felt to be an identifiable burden on U.S. expenditures.

TAX RELIEF TECHNIQUES

The basic principle is that tax relief will be afforded to all U.S. financed contracts covered by the tax agreement in the same manner and to the same extent as that for exports under the Netherlands export relief system.

For information as to the application of the export relief system to all U.S. financed procurement in the Netherlands, whether or not exported, the Netherlands suppliers should be requested to contact the appropriate tax inspectors in their district. This contact should be made at an early date so that the supplier will have obtained the necessary information prior to quoting firm prices net of taxes for the various items to be procured. The supplier should present to this Inspector a copy of the U.S. request for bids received by him together with full particulars concerning the proposed contract. On the basis of this submission a determination can be made as to the tax relief which would be granted if the contract were let. However, as a condition precedent to receiving such relief the supplier must submit to the Inspector a conformed copy of his contract executed on U.S. Standard Form DD351 or such similar instruments as have been agreed to by the Netherlands Tax Administration to identify it as being eligible for tax relief under the March 7, 1952 agreement.

In transactions not normally requiring formal contracts, the standard contractual instruments referred to in the previous sentence may be substituted by a certificate issued by the U.S. procurement officer concerned and in a form which is agreed to by the Netherlands Tax Administration.

In the case of the turnover tax, relief will be provided both by exemptions and refunds to the suppliers in accordance with a table of rates which is used in lieu of computing the actual turnover tax element of each final purchase price. This rate schedule has been computed for export relief purposes and its rates rather closely approximate the actual tax elements.

Relief will be afforded to the Netherlands suppliers both by way of exemptions and refunds. Where refund is necessitated, in the case of the turnover tax or previously paid import duties, it will be made by way of periodic payments by the Netherlands Government to the supplier.

Information for Netherlands suppliers on this matter has been published in "Economische Voorlichting" on May 30 and July 25, 1952.

When contacting the appropriate Inspector for additional information, the supplier should direct his attention to Bulletin 177 of the Ministry of Finance published on June 12, 1952 for the information of all inspectors.

The U.S. procurement and contracting officers should request the Netherlands supplier to submit his bid and subsequent invoices with (a) the unit price stated inclusive of taxes, (b) the amount and identity of taxes to be exempted and (c) the net unit price. It is the net unit price which is to be paid by the U.S. Government.

Where the goods procured by U.S. expenditures are destined for delivery in the Netherlands, the U.S. certifying officer must provide the Netherlands supplier with a certificate of satisfactory delivery describing the consignment and setting forth the title of the certifying officer.

For further information concerning tax relief procedures in the Netherlands the procurement officer should contact the U.S. Country Team in The Hague.

The American Embassy to the Netherlands Ministry of Foreign Affairs

No. 734

The Embassy of the United States of America presents its compliments to the Royal Netherlands Ministry of Foreign Affairs and has the honor to refer to the Ministry's unnumbered Note of May 29, 1953 concerning tax relief techniques and procedures pursuant to the Tax Relief Agreement concluded between the two Governments on March 7, 1952.

The text, entitled "Taxes involved and tax relief techniques under Netherlands-U.S. agreement of March 7, 1952", transmitted under cover of the reference Note, is acceptable to the United States and will be annexed to the Tax Relief Agreement of March 7, 1952.

This text also will serve as the "agreed procedures" referred to in paragraph 11 of the Memorandum of Understanding on Offshore Procurement, currently under negotiation between the two Governments.

THE HAGUE, June 22, 1953.

**EXCHANGE OF OFFICIAL
PUBLICATIONS**

**TIAS 3121
Oct. 27, 1954**

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

- Effectuated by Exchange of Notes
Signed at Washington October 27, 1954
- Entered into force October 27, 1954

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

DEPARTMENT OF STATE
WASHINGTON

Oct 27 1954

EXCELLENCY:

I have the honor to refer to the conversations which have taken place between representatives of the Government of the United States of America and representatives of the Government of the Federal Republic of Germany in regard to the exchange of official publications, and to inform you that the Government of the United States of America agrees that there shall be an exchange of official publications between the two Governments in accordance with the following provisions:

1. Each of the two Governments shall furnish regularly a copy of each of its official publications which is indicated in a selected list prepared by the other Government and communicated through diplomatic channels subsequent to the conclusion of the present agreement. The list of publications selected by each Government may be revised from time to time and may be extended, without the necessity of subsequent negotiations, to include any other official publication of the other Government not specified in the list, or publications of new offices which the other Government may establish in the future.
2. The official exchange office for the transmission of publications of the Government of the United States of America shall be the Smithsonian Institution. The official exchange office for the transmission of publications of the Government of the Federal Republic of Germany shall be the Federal Office for the International Exchange of Official Publications, Marburg/Lahn.
3. The publications shall be received on behalf of the United States of America by the Library of Congress and on behalf of the Federal Republic of Germany by the Federal Office for the International Exchange of Official Publications, Marburg/Lahn.
4. The present agreement does not obligate either of the two Governments to furnish blank forms, circulars which are not of a public character, or confidential publications.

5. Each of the two Governments shall bear all charges, including postal, rail and shipping costs, arising under the present agreement in connection with the transportation within its own country of the publications of both Governments and the shipment of its own publications to a port or other appropriate place reasonably convenient to the exchange office of the other Government.

6. The present agreement shall not be considered as a modification of any existing exchange agreement between a department or agency of one of the Governments and a department or agency of the other Government.

Upon receipt of a note from you indicating that the foregoing provisions are acceptable to the Government of the Federal Republic of Germany, the Government of the United States of America will consider that this note and your reply constitute an agreement between the two Governments on this subject, the agreement to enter into force on the date of your note in reply.

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

JOHN FOSTER DULLES

His Excellency

Dr. HEINZ L. KREKELER,
*Ambassador, Chargé d'Affaires of the
Federal Republic of Germany.*

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

DIPLOMATIC MISSION
OF THE
FEDERAL REPUBLIC OF GERMANY
WASHINGTON, D.C.

EXCELLENCY:

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2. The official exchange office for the transmission of publications of the Government of the United States of America shall be the Smithsonian Institution. The official exchange office for the transmission of publications of the Government of the Federal Republic of Germany shall be the Bundesstelle für den internationalen amtlichen Schriftenaustausch, Marburg-Lahn.

3. The publications shall be received on behalf of the United States of America by the Library of Congress and on behalf of the Government of the Federal Republic of Germany by the Bundesstelle für den internationalen amtlichen Schriftenaustausch, Marburg-Lahn.

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Upon receipt of a note from you indicating that the foregoing provisions are acceptable to the Government of the United States of America, the Government of the Federal Republic of Germany will consider that this note and your reply constitute an agreement between the two Governments on this subject, the agreement to enter into force on the date of your note in reply.

I avail myself of this opportunity to renew the assurances of my highest consideration.

WASHINGTON, *October 27, 1954.*

HEINZ L KREKELER

His Excellency

THE SECRETARY OF STATE
OF THE UNITED STATES
Washington, D.C.

TIAS 3122
May 14, 1953 TECHNICAL COOPERATION

Program of Industrial Productivity

**Agreement between the
UNITED STATES OF AMERICA
and EL SALVADOR**

- Signed at San Salvador May 14, 1953
- Entered into force May 14, 1953

AGREEMENT FOR A
COOPERATIVE PROGRAM OF PRODUCTIVITY
BETWEEN THE
GOVERNMENT OF THE UNITED STATES OF AMERICA
AND THE
GOVERNMENT OF EL SALVADOR

The Government of the United States of America and the
Government of El Salvador

Have agreed as follows:

ARTICLE I. THE OPERATING AGENCIES

Pursuant to the General Agreement for Technical Cooperation, signed on behalf of the two Governments at San Salvador on April 4, 1952,^[1] a cooperative program of productivity shall be initiated in El Salvador. The obligations assumed herein by the Government of El Salvador will be performed by it through its Ministry of Economy (hereinafter referred to as the "Ministry"). The obligations assumed herein by the Government of the United States of America will be performed by it through the Technical Cooperation Administration (hereinafter referred to as the "Administration"), an agency of the Government of the United States of America. The Administration may discharge its obligations under this Agreement through The Institute of Inter-American Affairs, the regional office of the Administration for Latin America, and may obtain the assistance of other agencies of the Government of the United States of America and of other public and private agencies in the discharge of those obligations. The Ministry, on behalf of the Government of El Salvador, and the Administra-

¹Treaties and Other International Acts Series 2527; 3 UST, pt. 3, p. 3932.

tion, on behalf of the Government of the United States of America, shall participate jointly in all phases of the planning and administration of the cooperative program. This Agreement and all activities carried out pursuant to it shall be governed by the provisions of the said General Agreement for Technical Cooperation.

ARTICLE II. OBJECTIVES

The objectives of this cooperative program of productivity are:

1. To facilitate the development of productivity in El Salvador through cooperative action on the part of the two governments;
2. To stimulate and increase the interchange between the two countries of knowledge, skills and techniques so that the benefits of increased productivity equitably distributed may contribute to higher standards of living through more efficient production and more widespread consumption of goods, reduced costs and improved earnings;
3. To promote and strengthen understanding and good will between the peoples of El Salvador and the United States of America, and to foster the growth of democratic ways of life.

ARTICLE III. FIELDS OF ACTIVITY

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

1. Studies of the needs of El Salvador for development of productivity, and the resources which are available to meet those needs;
2. The formulation and continuous adaptation of a program to help meet such needs;

3. The initiation and administration of such projects for the improvement of productivity in industry, commerce, and service activities, as: plant layout; machinery selection and maintenance; inventory, selection, testing and handling of materials; warehousing and storage; production planning; tool, material and quality control systems; methods engineering; economic, industrial, technical and marketing research; finance and accounting organization and procedures; sales and advertising techniques; distribution and marketing of products; labor-management relations, collective bargaining, peaceful settlement of labor disputes; industrial training; personnel; job engineering; wage payment systems; industrial safety; productivity measurement; and such other projects appropriate to the program as the parties may agree upon.

ARTICLE IV. THE TECHNICAL MISSION

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

ARTICLE V. THE CENTER

There is hereby established the Inter-American Industrial Productivity Center (hereinafter referred to as the "Center").

The Center shall serve as an agency of the Government of El Salvador and shall administer the cooperative program of productivity in accordance with the provisions of this Agreement. The Minister of Economy of El Salvador (hereinafter referred to as "the Minister"), or his designee, and the Director, or his designee, shall serve as Co-Directors of the Center. Members of the Technical Mission may become officers or employees of the Center under such arrangements as may be agreed upon by the Co-Directors.

1. The monies of the Center may be maintained in such banks as the Co-Directors shall agree upon and shall be available only for the purpose of this Agreement.

2. An advisory board may be designated by the Minister of Economy for the purpose of obtaining the views of representative groups in El Salvador as to the programs of the Center and the relationship of improved industrial productivity to the national welfare of El Salvador. The advisory board shall be composed of representatives of appropriate agencies of the Government of El Salvador, industrial and commercial associations, trade union organizations, professional societies and universities and trade schools.

ARTICLE VI. JOINT CONTRIBUTIONS

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

1. The Government of the United States of America, during the period from the date of entry into force of this Agreement through December 31, 1953, shall make available the monies necessary to pay the salaries and other expenses of the members of the Technical Mission, as well as such other expenses of an administrative nature as the Government of the

United States of America may incur in connection with this cooperative program. These monies shall be administered by the Administration and shall not be deposited to the credit of the Center.

2. In addition, for the period from the date of entry into force of this Agreement through December 31, 1953, the Government of the United States of America shall contribute to the Center the sum of \$50,000 (Fifty Thousand Dollars). The amounts used for such payments, when expended as agreed upon by the Co-Directors, shall be considered as if deposited to the credit of the Center. The Co-Directors may hereafter agree to the deposit in cash of any part of such sum to the credit of the Center in such installments as they may agree upon.

3. The Government of El Salvador, for the period from the date of entry into force of this agreement through December 31, 1953, shall deposit to the credit of the Center the sum of \$50,000 (Fifty Thousand Dollars), in the currency of El Salvador. These deposits shall be made in such installments and at such times as the Co-Directors shall agree upon.

4. The parties shall later agree in writing upon the amount of monies that each will contribute and make available each year for use in carrying out the program during the period through December 31, 1957.

5. Funds deposited by the Government of the United States of America to the credit of the Center shall be convertible into colones at the highest rate which, at the time the conversion is made, is available to the Government of the United States for its diplomatic and other official expenditures in El Salvador.

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

ARTICLE VII. ADDITIONAL CONTRIBUTIONS

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

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

- a. Appoint specialists and other necessary personnel to collaborate with the Technical Mission;
- b. Make available such office space, office equipment and furnishings, and such other facilities, materials, equipment, supplies, and services as it can provide for the said program;

- e. Make available the general assistance of the other governmental agencies of the Government of El Salvador for carrying out the cooperative program of productivity.

ARTICLE VIII. PROJECT OPERATIONS

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

2. Upon substantial completion of any project, a Completion Memorandum shall be drawn up and signed by the Co-Directors, which shall provide a record of the work done, the objectives sought to be achieved, the expenditures made, the problems encountered and solved, and related basic data.

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

4. The general policies and administrative procedures that are to govern the cooperative productivity program, the carrying out of projects, and the operations of the

Center, such as the disbursement of and accounting for monies, the incurrence of obligations of the Center, the purchase, use, inventory, control and disposition of property, the appointment and discharge of officers and other personnel of the Center and the terms and conditions of their employment, and all other administrative matters, shall be determined jointly by the Co-Directors.

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

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

ARTICLE IX. ADDITIONAL FISCAL PROVISIONS

1. All monies deposited to the credit of the Center pursuant to this Agreement shall continue to be available for the cooperative program of productivity during the existence of this Agreement, without regard to annual periods or fiscal years of either of the parties.

2. All materials, equipment and supplies acquired for the cooperative program shall become the property of the Center and shall be used only in the furtherance of this Agreement. Any such materials, equipment and supplies remaining at the termination of this cooperative program shall be disposed of as the Governments of the United States and El Salvador shall agree.

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

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

ARTICLE X. RIGHTS AND EXEMPTIONS

1. The Government of El Salvador agrees to extend to the Center, and to all personnel employed by the Center, all rights and privileges which are enjoyed, under the laws of El Salvador, by agencies of the Government of El Salvador or by their personnel. Such rights and privileges to the extent that they are available to other agencies of the Government of El Salvador or their personnel, shall include but not be limited to: free postal, telegraph, and telephone services; the right to rebates or preferential rates allowed by domestic

companies of maritime or river navigation, air travel, telephone, telegraph or other services; and exemption from taxes, excises, imposts, and stamp taxes.

2. Supplies, equipment and materials contributed to the Center by the Government of the United States of America, either directly or by contract with a public or private organization or purchased abroad by the Center for use in El Salvador in connection with its activities, shall be admitted into El Salvador free of any customs and import duties.

3. The rights and privileges referred to in paragraph 1 of this Article pertaining to communications, transportation and exemption from taxes, imposts and stamp taxes shall also accrue to the Administration and personnel of the Government of the United States of America with respect to operations which are related to and property which is to be used for the cooperative program of productivity.

4. To enable personnel assigned to El Salvador by the Government of the United States of America under this Agreement to enjoy the rights and exemptions accorded other United States Government employees in El Salvador, the National Government of El Salvador agrees that all personnel of the Government of the United States of America, whether employed directly by it or under contract with a public or private organization, who are present in El Salvador to perform work for the cooperative productivity program, and have been accepted by the Government of El Salvador under Article IV of this Agreement, shall be exempt from income and social security taxes levied under the laws of El Salvador with respect to income upon which

they are obligated to pay income or social security taxes to the Government of the United States of America, from property taxes on personal property intended for their own use, and from the payment of any tariff or duty upon personal or household goods brought into the country for the personal use of themselves and members of their families. At suitable intervals, the Ambassador of the United States of America to El Salvador shall furnish to the Minister of Foreign Affairs of El Salvador the names of the personnel to whom the provisions of this paragraph are applicable.

ARTICLE XI. SOVEREIGN IMMUNITY

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

2. The two Governments will establish segregate or assure title to all monies allocated to or derived from any United States assistance program that such monies shall not be subject to garnishment, attachment, seizure, or other legal process, when the Government of El Salvador is advised by the Government of the United States of America that such legal process would interfere with the attainment of the objectives of the program.

ARTICLE XIII. LEGISLATIVE AND EXECUTIVE ACTION

The Government of El Salvador will endeavor to obtain the enactment of such legislation and will take such executive action as may be required to carry out the terms of this Agreement.

ARTICLE XIII. ENTRY INTO FORCE AND DURATION

This Agreement may be referred to as the "Inter-American Industrial Productivity Center Agreement". It shall enter into force on the date on which it is signed and shall remain in force through December 31, 1957 or until three months after either Government shall have given notice in writing to the other of intention to terminate it, whichever is the earlier; provided, however, that the obligations of the parties under this Agreement for the period from December 31, 1953, through December 31, 1957 shall be subject to the availability of appropriations to both parties for the purposes of the program and to the further agreement of the parties pursuant to Article VI, paragraph 4, hereof.

DONE in duplicate, in the English and Spanish languages, at San Salvador this fourteenth day of May, 1953.

FOR THE GOVERNMENT OF THE
UNITED STATES OF AMERICA:

ANGIER BIDDLE DUKE

Ambassador of the United States
of America

GEORGE N. BUTLER

Director of Technical Cooperation
in El Salvador, Technical
Cooperation Administration

FOR THE GOVERNMENT OF EL
SALVADOR:

ROBERTO E CANESSA

Minister of Foreign Affairs

JORGE SOL

Minister of Economy

**CONVENIO SOBRE
EL PROGRAMA COOPERATIVO DE PRODUCTIVIDAD
ENTRE EL
GOBIERNO DE ESTADOS UNIDOS DE AMERICA
Y EL
GOBIERNO DE LA REPUBLICA DE EL SALVADOR**

El Gobierno de los Estados Unidos de América y el Gobierno de la República de El Salvador, convienen en celebrar el siguiente convenio:

ARTICULO I. ORGANISMOS EJECUTIVOS

De conformidad con el Acuerdo General sobre Cooperación Técnica, suscrito por ambos Gobiernos en San Salvador, el 4 de Abril de 1952, se iniciará en la República de El Salvador un programa cooperativo de productividad. Las obligaciones que asume el Gobierno de El Salvador por medio de este Convenio, serán ejecutadas por dicho Gobierno a través del Ministerio de Economía (en adelante denominado "el Ministerio"). Las obligaciones que por este mismo Convenio asume el Gobierno de los Estados Unidos de América serán cumplidas a través de la Administración de Cooperación Técnica (en adelante denominada "la Administración"), organismo de este último Gobierno. La Administración podrá cumplir las obligaciones a que se refiere este Convenio por medio del Instituto de Asuntos Interamericanos, la oficina regional para Latino-América de la Administración, y podrá obtener la ayuda de otros organismos del Gobierno de los Estados Unidos, lo mismo que de otras entidades públicas y privadas, para el cumplimiento de dichas obligaciones. El Ministerio, en nombre del Gobierno de El Salvador, y la Administración, en nombre del Gobierno de los Estados Unidos de América, participarán conjuntamente en todas las fases del planeamiento y administración del programa cooperativo mencionado. El presente Convenio así como las actividades que se lleven a cabo de acuerdo con el mismo, se regirán por las disposiciones contenidas en el referido Acuerdo General sobre Cooperación Técnica.

ARTICULO II. FINALIDADES

Las finalidades de este programa cooperativo de productividad son las siguientes:

1. Facilitar el desarrollo de la productividad en El Salvador mediante la acción cooperativa de los dos Gobiernos;
2. Estimular e incrementar, entre los dos países, el intercambio de conocimientos, experiencias y técnicas, a fin de que los beneficios de una mayor productividad, equitativamente distribuidos, contribuyan a elevar los niveles de vida, por medio de una producción más eficiente y un mayor consumo de mercancías, menores costos y mayores rendimientos;
3. Promover y fortalecer el entendimiento y la buena voluntad entre los pueblos de El Salvador y de los Estados Unidos de América, y fomentar el incremento de las formas de vida democráticas.

ARTICULO III. CAMPOS DE ACTIVIDAD

En la medida en que las Partes oportunamente lo acuerden, el programa cooperativo de productividad incluirá las siguientes clases de actividades:

- 1o. Estudios sobre las necesidades que tenga El Salvador de aumentar la productividad, y sobre los recursos disponibles para satisfacerlas;
- 2o. Formulación y adaptación continua de un programa encaminado a contribuir a la satisfacción de tales necesidades;
- 3o. Iniciación y administración de proyectos tendientes al mejoramiento de la productividad en las actividades industriales, comerciales y de servicios, tales como: disposición de planta; selección y mantenimiento de maquinaria; inventario, selección, ensayo y manejo de materiales, bodegas y almacenes; planeamiento de la producción; sistemas de control de herramientas, materias y calidades; métodos de ingeniería; investigación económica, industrial, técnica y mercantil; organización y procedimientos de finan-

ciamiento y contabilidad; métodos de venta y propaganda; distribución y mercadeo de productos; relaciones obrero-patronales; contratación colectiva; arreglo pacífico de conflictos laborales; adiestramiento industrial; personal; ingeniería de trabajo; sistemas de salarios; seguridad industrial; medición de la productividad; y demás proyectos adecuados al programa en que las partes convengan.

ARTICULO IV. LA MISIÓN TÉCNICA

La Administración conviene en suministrar un grupo de expertos y especialistas para que colaboren en la ejecución del programa cooperativo de productividad. Los expertos y especialistas que la Administración proporcione, de conformidad con este Convenio, juntamente con los demás que hubiere proporcionado conforme a otros acuerdos sobre programas de cooperación técnica, constituirán la Misión Técnica de la Administración en El Salvador. La Misión Técnica estará dirigida por un Director de Cooperación Técnica (en adelante denominado "el Director"). Tanto el Director como los demás miembros de la Misión Técnica serán nombrados por el Gobierno de los Estados Unidos de América, con aprobación del Gobierno de El Salvador.

ARTICULO V. EL CENTRO

Se establece el "Centro Interamericano de Productividad Industrial", (en adelante denominado el "Centro"), que servirá como organismo del Gobierno de El Salvador y administrará el programa cooperativo de productividad, de conformidad con las estipulaciones de este Convenio. El Ministro de Economía de El Salvador (en adelante denominado "el Ministro"), o la persona que el Ministerio a su cargo designe, y el Director, o la persona que éste designe, actuarán como Co-Directores del Centro.

Los miembros de la Misión Técnica podrán ser nombrados como funcionarios o empleados del Centro, según los arreglos que al efecto acuer-

den los Co-Directores.

1. Los recursos en dinero del Centro podrán depositarse en el banco o bancos que los Co-Directores seleccionen, y se utilizarán únicamente para el cumplimiento de los fines de este Convenio.

2. El Ministro de Economía podrá designar un Consejo Asesor, con el objeto de conocer los puntos de vista de grupos representativos de El Salvador con respecto a los programas del Centro y a las relaciones entre el mejoramiento de la productividad industrial y el bienestar nacional de El Salvador. El Consejo Asesor estará integrado por representantes de entidades interesadas del Gobierno de El Salvador, de asociaciones comerciales, industriales, laborales y profesionales, y de universidades e instituciones de enseñanza vocacional.

ARTICULO VI. CONTRIBUCIONES CONJUNTAS

Las Partes contribuirán y pagarán, en la cuantía que adelante se estipula, los fondos necesarios para realizar el programa durante el período de vigencia de este Convenio, de conformidad con el siguiente plan:

1. El Gobierno de los Estados Unidos de América, durante el período comprendido entre la fecha de vigencia de este Convenio y el 31 de diciembre de 1953, proporcionará los fondos necesarios para pagar los salarios y demás gastos de los miembros de la Misión Técnica, lo mismo que cualquiera otros gastos de carácter administrativo en que incurra el Gobierno de los Estados Unidos con relación al programa cooperativo. Tales fondos serán manejados por la Administración y no se depositarán a favor del Centro.

2. Además para el período comprendido entre la fecha de vigencia de este Convenio y el 31 de diciembre de 1953, el Gobierno de los Estados Unidos de América contribuirá al Centro la suma de \$50,000 (Cincuenta mil dólares), moneda de los Estados Unidos. Las sumas así pagadas, cuando se hayan gastado según lo convengan los Co-Directores, serán conside-

radas como depositadas a favor del Centro. De la fecha de este Convenio en adelante, los Co-Directores podrán convenir en que el total o parte de dicha cantidad se deposite en efectivo a favor del Centro, pagadera en los abonos que los Co-Directores acuerden.

3. El Gobierno de El Salvador, durante el período comprendido desde la fecha de vigencia de este Convenio al 31 de diciembre de 1953, depositará a favor del Centro la suma de \$50,000 (cincuenta mil dólares) o su equivalente en moneda salvadoreña. Tal depósito podrá efectuarse en abonos parciales, conforme convengan los Co-Directores.

4. Posteriormente, las Partes acordarán por escrito la cantidad total de fondos que cada uno de ellos contribuirá y proporcionará cada año para el cumplimiento del programa durante el período comprendido entre el 31 de diciembre de 1953 y el 31 de diciembre de 1957.

5. Los fondos depositados por el Gobierno de los Estados Unidos de América a cuenta del Centro serán convertibles al valor de paridad del colón más favorable que, al tiempo de la conversión, se otorgue al Gobierno de los Estados Unidos para sus gastos diplomáticos y otros gastos oficiales en El Salvador.

6. No podrán retirarse fondos pertenecientes al Centro sino mediante la emisión de cheque o de otro documento de retiro, firmado por los dos Co-Directores del Centro. Los Co-Directores incluirán en el contrato de depósito que se efectúe con todo banco depositario una cláusula en virtud de la cual dicho banco estará obligado a reembolsar al Centro cualquier cantidad que tome de dicho Centro para hacer pagos respaldados por cualquier documento que no consistiere en cheque u otro documento de retiro firmado por los dos Co-Directores.

ARTICULO VII. CONTRIBUCIONES ADICIONALES

1. Los proyectos que se emprendan de conformidad con este Conve-

nio podrán incluir la cooperación con organismos gubernamentales nacionales o locales en El Salvador, así como la de otras organizaciones de carácter público o privado y de entidades internacionales, de las cuales sean miembros los Estados Unidos de América y El Salvador. Por acuerdo entre los Co-Directores, las contribuciones de fondos, bienes, servicios o facilidades provenientes de cualesquiera de las Partes o de terceros, podrán aceptarse o depositarse a favor del Centro, para ser empleados en el desarrollo del programa cooperativo de productividad juntamente con los recursos que de acuerdo con el Artículo VI deben proporcionarse.

2. Además de la contribución en efectivo a que se refiere el párrafo 3 del Artículo VI del presente Convenio, el Gobierno de El Salvador, actuando por su propia cuenta y conforme a acuerdo entre los Co-Directores, podrá:

- a) Nombrar los especialistas y el personal que sea necesario para colaborar con la Misión Técnica;
- b) Proporcionar espacio, equipo y mobiliario de oficina, lo mismo que otras facilidades de materiales, implementos, suministros y servicios que se encuentre en capacidad de proveer;
- c) Facilitar la ayuda general de los demás organismos del Gobierno de El Salvador para llevar a cabo el programa cooperativo de productividad.

ARTICULO VIII.. MANEJO DE PROYECTOS

1. El programa cooperativo de productividad, que en este Convenio se contempla, consistirá en una serie de proyectos que serán planificados y administrados conjuntamente por los Co-Directores del Centro. Cada proyecto será objeto de un acuerdo escrito, suscrito por los Co-Directores, que definirá el trabajo por efectuar, determinará al efecto las asignaciones de fondos tomados de los recursos del Centro y contendrá cualesquiera otros asuntos pertinentes que las partes desearen incluir.

2. Al terminarse sustancialmente cualquier proyecto, se elaborará un Memorandum de Conclusión, suscrito por los Co-Directores, que contendrá un informe sobre el trabajo efectuado, los objetivos perseguidos, los gastos efectuados, los problemas que se hubieren encontrado y solucionado y los demás datos básicos pertinentes.

3. La selección de especialistas, expertos y otras personas relacionadas con aspectos de productividad, que deban ser enviadas con fines de adiestramiento o investigación a los Estados Unidos de América o a cualquier otra parte, por cuenta del Centro y conforme a este programa, así como las actividades de adiestramiento o investigación en las cuales tales personas participen, serán decididas conjuntamente por los Co-Directores.

4. Los Co-Directores determinarán conjuntamente la política general y los procedimientos administrativos que regirán el programa cooperativo de productividad, el desarrollo de los proyectos y las operaciones del Centro, tales como la erogación y contabilización de fondos; la contratación de compromisos a cargo de dicho Centro; la compra, utilización, inventario, control y disposición de efectos materiales; el nombramiento y remoción de empleados y demás miembros del personal del Centro; los términos y condiciones de empleo, y todos los demás asuntos administrativos.

5. Todos los contratos y demás documentos relacionados con la ejecución de los proyectos autorizados en este Convenio, se ejecutarán en nombre del Centro y serán suscritos por los dos Co-Directores. Los libros y registros del Centro que se relacionen con el programa cooperativo se mantendrán siempre disponibles para ser inspeccionados por parte de representantes autorizados del Gobierno de El Salvador y del Gobierno de los Estados Unidos de América. Los Co-Directores del Centro rendirán a ambos Gobiernos un informe anual sobre sus actividades sin perjuicio de proporcionar otros informes con los intervalos que se estimen apropiados.

6. Cualquier facultad que este Convenio confiere a los Co-Direc-

tores podrá ser delegado por cada uno de ellos en cualquiera de sus respectivos colaboradores, a condición de que cada una de estas delegaciones sea aceptable para el otro Co-Director. Tal delegación no limitará el derecho de ninguno de los Co-Directores para someter cualquier asunto directamente al otro Co-Director para discusión y decisión.

ARTICULO IX. DISPOSICIONES ADICIONALES
SOBRE AUDITORIA FISCAL

1. Todos los fondos depositados a favor del Centro, de conformidad con este Convenio, podrán ser utilizados en el programa cooperativo de productividad mientras dure la vigencia de este Convenio, sin tomar en cuenta los períodos anuales o los ejercicios fiscales de los Gobiernos contratantes.

2. Los materiales, equipos y suministros adquiridos para el desarrollo del programa cooperativo, serán de propiedad del Centro y se emplearán únicamente en el cumplimiento a este Convenio. De los materiales, equipos y suministros restantes a la terminación del programa cooperativo, se dispondrá según lo acuerden los Gobiernos de El Salvador y de los Estados Unidos de América.

3. Los intereses obtenidos sobre los recursos del Centro, lo mismo que cualesquiera otros aumentos ocurridos en el activo de dicho Centro, cualquiera que sea su naturaleza o procedencia, se dedicarán a la realización del programa cooperativo y no podrán acreditarse a cuenta de ninguna de las contribuciones a cargo de uno u otro Gobierno.

4. Los recursos en efectivo del Centro, que a la terminación del programa cooperativo de productividad no se hubieren gastado, o comprometido, se reintegrarán a las Partes, a menos que éstas en tal oportunidad acuerden por escrito cosa distinta. Tal reintegro se hará en proporción a las contribuciones efectuadas respectivamente por el Gobierno de los Estados Unidos de América y por el Gobierno de El Salvador, conforme a las disposiciones de este Convenio y a las enmiendas o prórrogas que en el futuro puedan acordarse.

ARTICULO X. DERECHOS Y EXENCIONES

1. El Gobierno de El Salvador conviene en otorgar al Centro, y a todo el personal empleado por el mismo, todos los derechos y privilegios de que gozan conforme a las leyes salvadoreñas, los organismos del Gobierno de El Salvador y su personal. Tales derechos y privilegios, en la medida en que se concedan a otros organismos del Gobierno de El Salvador y a su personal, incluirán, sin carácter limitativo: franquicia postal, telegráfica y telefónica; derecho a los descuentos o a las tasas preferenciales que concedan tanto las compañías de transporte terrestre, marítimo, fluvial y aéreo como las empresas de telecomunicaciones y otras empresas de servicio público; y exención de impuestos, tasas, contribuciones y timbres.

2. Los suministros, equipos y materiales que el Gobierno de los Estados Unidos de América aporte al Centro, ya fuere directamente o por contrato con alguna entidad pública o privada, y los que sean adquiridos por el Centro en el extranjero para utilizarlos en relación con las actividades que desarrolle en El Salvador, gozarán en El Salvador de franquicia total de derechos de aduanas y de importación.

3. Los derechos y privilegios mencionados en el párrafo 1 de este Artículo, relativos a comunicaciones, transportes y exención de impuestos, contribuciones y timbres, se extenderán también a la Administración y al personal del Gobierno de los Estados Unidos de América, en lo relativo a las operaciones que tengan conexión con el programa cooperativo de productividad y con respecto a los efectos materiales que se empleen en el desarrollo del mismo.

4. Para que el personal que proporcione el Gobierno de los Estados Unidos conforme a este Convenio goce de los derechos y las exenciones otorgadas a otro personal empleado por ese Gobierno en El Salvador, el Gobierno Nacional de El Salvador acuerda que los miembros del personal

del Gobierno de los Estados Unidos de América, ya sea que estuvieren empleados directamente por dicho Gobierno o que se encontraren bajo contrato con una organización pública o privada, que se hallaren en El Salvador, trabajando para el programa cooperativo de productividad y que hayan sido aceptados por el Gobierno de El Salvador, conforme al Artículo IV de este Convenio, estarán exentos del pago del impuesto sobre la renta y de las cotizaciones de seguro social que establezcan las leyes salvadoreñas sobre ingresos con respecto a los cuales tengan la obligación de pagar impuestos sobre la renta y de seguridad social al Gobierno de los Estados Unidos de América. Estarán además exentos de impuestos sobre la propiedad sobre sus bienes de uso personal, y del pago de aforos o derechos sobre efectos personales o domésticos que importen al país para uso particular de ellos mismos o de los miembros de su familia. El Embajador de los Estados Unidos de América en El Salvador suministrará de tiempo en tiempo al Ministro de Relaciones Exteriores de El Salvador, los nombres de las personas a quienes se aplicarán las disposiciones de este párrafo.

ARTICULO XI. INMUNIDADES GUBERNAMENTALES

1. Las Partes reconocen que la Administración, en su carácter de organismo del Gobierno de los Estados Unidos de América, gozará plenamente de todos los privilegios e inmunidades de los cuales goza dicho Gobierno de los Estados Unidos, incluyendo inmunidad contra demandas judiciales en los tribunales de El Salvador.

2. Los Gobiernos contratantes establecerán, separarán o asegurarán el derecho de propiedad sobre los fondos correspondientes a cualquier programa de ayuda del Gobierno de los Estados Unidos o provenientes del mismo, y tales fondos estarán exentos de embargos, comisos ó otros procedimientos legales cuando el Gobierno de los Estados Unidos notifique al Gobierno de El Salvador que tales procedimientos puedan obstaculizar la consecución de los objetivos del programa.

ARTICULO XII. MEDIDAS LEGISLATIVAS Y EJECUTIVAS

El Gobierno de El Salvador se esforzará en obtener la promulgación de las medidas legislativas y adoptará las medidas ejecutivas necesarias para el cumplimiento de este Convenio.

ARTICULO XIII. VIGENCIA Y DURACION

Podrá aludirse a este Convenio bajo la denominación de "Convenio sobre el Programa Interamericano de Productividad Industrial". Entrará en vigor en la fecha en que se firme y expirará el 31 de diciembre de 1957 o, anteriormente, a los tres meses de la fecha en que alguno de los Gobiernos notifique al otro, por escrito, su intención de darlo por terminado. Es entendido, sin embargo, que las obligaciones contraídas por las Partes conforme a este Convenio para el período comprendido entre el 31 de diciembre de 1953 y el 31 de diciembre de 1957, estarán sujetas a la condición de que ambas Partes cuentan con asignaciones presupuestales destinadas a los fines del Convenio y al cumplimiento de los acuerdos que se adopten conforme al Artículo VI, párrafo 4 de este Convenio.

Hecho en duplicado, en español y en inglés, en San Salvador el día catorce de Mayo de mil novecientos cincuenta y tres.

**POR EL GOBIERNO DE LA REPUBLICA
DE EL SALVADOR:**

ROBERTO E CANESSA

Ministro de relaciones Exteriores

JORGE SOL

Ministro de Economía

**POR EL GOBIERNO DE LOS ESTADOS
UNIDOS DE AMÉRICA:**

ANGIER BIDDLE DUKE

Embajador de los Estados Unidos
de América

GEORGE N. BUTLER

Director de Cooperación Técnica en El
Salvador, Administración de Cooperación
Técnica.

TIAS 3123
Aug. 31 and
Dec. 30, 1954

TECHNICAL COOPERATION

Program of Industrial Productivity

Agreement between the
UNITED STATES OF AMERICA
and **EL SALVADOR**

Superseding Agreement of
May 14, 1953

- Signed at San Salvador August 31, 1954
- Entered into force October 27, 1954

with

Implementing Agreement between the
American and Salvadoran Co-Directors
of the Inter-American Industrial
Productivity Center

- Signed at San Salvador December 30, 1954

AGREEMENT FOR A
COOPERATIVE PROGRAM OF PRODUCTIVITY
BETWEEN THE
GOVERNMENT OF THE UNITED STATES OF AMERICA
AND THE
GOVERNMENT OF EL SALVADOR

**AGREEMENT FOR A
COOPERATIVE PROGRAM OF PRODUCTIVITY
BETWEEN THE
GOVERNMENT OF THE UNITED STATES OF AMERICA
AND THE
GOVERNMENT OF EL SALVADOR**

The Government of the United States of America and the Government of El Salvador have agreed as follows:

ARTICLE I. THE OPERATING AGENCIES

Pursuant to the General Agreement for Technical Cooperation signed on behalf of the two Governments at San Salvador on April 4, 1952,¹ a cooperative program of productivity shall be initiated in El Salvador. The obligations assumed herein by the Government of El Salvador will be performed by it through its Ministry of Economy (hereinafter referred to as the "Ministry"). The obligations assumed herein by the Government of the United States of America will be performed by it through the Foreign Operations Administration or such other agency as may hereafter be designated for this purpose by the Government of the United States of America (hereinafter referred to as the "Administration"), an agency of the Government of the United States of America. The Administration may discharge its obligations under this Agreement through The Institute of Inter-American Affairs, the regional office of the Administration for Latin America, and may obtain the assistance of other agencies of the Government of the United States of America and of other public and private agencies in the discharge of those obligations. The Ministry, on behalf of the Government of El Salvador, and the Administration, on behalf of the Government of the United States of America, shall participate jointly in all phases of the planning and administration of the cooperative program. This Agreement and all activities carried out pursuant to it shall be governed by the provisions of the said General Agreement for Technical Cooperation.

ARTICLE II. OBJECTIVES

The objectives of this cooperative program of productivity are:

1. To facilitate the development of productivity in El Salvador through cooperative action on the part of the two governments;
2. To stimulate and increase the interchange between the two countries of knowledge, skills and techniques so that the benefits of increased productivity may contribute to higher standards of living through more efficient production and more wide-spread consumption of goods, reduced costs and improved earnings;

¹ Treaties and Other International Acts Series 2527; 3 UST, pt. 3, p. 3932.

3. To promote and strengthen understanding and good will between the peoples of El Salvador and the United States of America, and to foster the growth of democratic ways of life.

ARTICLE III. FIELDS OF ACTIVITY

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

1. Studies of the needs of El Salvador for development of productivity, and the resources which are available to meet those needs;

2. The formulation and continuous adaptation of a program to help meet such needs;

3. The initiation and administration of such projects for the improvement of productivity in industry, commerce, and service activities, as: plant layout; machinery selection and maintenance; inventory, selection, testing and handling of materials; warehousing and storage; production planning; tool, material and quality control systems; economic, industrial, technical and marketing research; finance and accounting organization and procedures; sales and advertising techniques; distribution and marketing of products; wage payment systems; productivity measurement; and such other projects appropriate to the program as the parties may agree upon;

4. Related training activities, both within and outside of El Salvador.

ARTICLE IV. THE OPERATIONS MISSION

The Government of the United States of America agrees to furnish a group of technicians and specialists to collaborate in carrying out the cooperative program of productivity. The technicians and specialists made available by the Government of the United States of America under this Agreement, together with those so made available under other program agreements, will constitute a mission (referred to below as the "Mission") to be known as the United States of America Operations Mission in El Salvador unless otherwise designated hereafter by the Government of the United States of America. The Operations Mission shall be headed by a director (referred to below as the "Director"). The Director and other members of the Mission shall be appointed by the Government of the United States of America but shall be acceptable to the Government of El Salvador.

ARTICLE V. THE CENTER

There is hereby established the Inter-American Industrial Productivity Center (hereinafter referred to as the "Center"). The Center shall serve as an agency of the Government of El Salvador and shall administer the cooperative program of productivity in accordance with the provisions of this Agreement. The Minister of Economy of El Salvador (hereinafter referred to as the "Minister"), or his designee, and the Director, or his designee, shall serve as Co-Directors of the Center. Members of the Mission may become officers or employees of the Center under such arrangements as may be agreed upon by the Co-Directors.

1. The monies of the Center may be maintained in such banks as the Co-Directors shall agree upon and shall be available only for the purpose of this Agreement.

2. An advisory board may be designated by the Minister of Economy for the purpose of obtaining the views of representative groups in El Salvador. The advisory board shall be composed of representatives of appropriate agencies of the Government of El Salvador, industrial and commercial associations, trade union organizations, professional societies, universities and trade schools, and other groups concerned.

ARTICLE VI. [1]JOINT CONTRIBUTIONS

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

1. The Government of the United States of America, during the period from the date of entry into force of this Agreement through December 31, 1958, shall make available the monies necessary to pay the salaries and other expenses of the members of the Mission, as well as such other expenses of an administrative nature as the Government of the United States of America may incur in connection with this cooperative program. These monies shall be administered by the Administration and shall not be deposited to the credit of the Center.

2. In addition, for the period from the date of entry into force of this Agreement through December 31, 1954, the Government of the United States of America shall deposit to the credit of the Center the sum of \$50,000 (Fifty Thousand Dollars). This sum shall be deposited in such amounts and at such times as the Co-Directors may subsequently agree upon.

¹ See post, p. 2614.

3. The Government of El Salvador, for the period from the date of entry into force of this Agreement through December 31, 1954, shall deposit to the credit of the Center the sum of \$50,000 (Fifty Thousand Dollars), in the currency of El Salvador. This sum shall be deposited in such amounts and at such times as the Co-Directors may subsequently agree upon.

4. The parties shall later agree in writing upon the amount of monies that each will contribute and make available each year for use in carrying out the program during the period through December 31, 1958. It is understood that sums subsequently agreed to be contributed by the Government of the United States of America may, as the parties shall agree, either be deposited to the credit of the Center or be withheld in the United States of America to be expended outside of El Salvador in United States Dollars as agreed upon by the Co-Directors. Where sums to be contributed by the Government of the United States of America are withheld in the United States of America, the Co-Directors may thereafter agree to the deposit in cash of any part of such sums to the credit of the Center in such installments as they may agree upon. Amounts deposited to the credit of the Center or expended at the direction of the Co-Directors shall be considered to be contributed at the time of such deposits or expenditure.

5. Funds deposited by the Government of the United States of America to the credit of the Center shall be convertible into colones at the highest rate which, at the time the conversion is made, is available to the Government of the United States of America for its diplomatic and other official expenditures in El Salvador.

6. No withdrawals shall be made from monies of the Center for any purpose except by issuance of a check or other suitable withdrawal document signed by both Co-Directors of the Center or those persons to whom they may delegate this function.

7. It is intended that contributions to be made to the Center by the two parties pursuant to this Agreement or any supplement thereto shall be made in periodic installments, and that, unless otherwise specifically agreed to by the parties, such periodic installments by the two parties shall be made at the same time and in proportionally corresponding amounts in terms of the total contribution each is to make. Each deposit required to be made to the Center by the parties pursuant to this Agreement or any supplement thereto shall be available for withdrawal or expenditure only after the corresponding deposit due from the other party has been made. Funds deposited by either party and not matched by the required deposit of the other party shall be returned to the contributor prior to the distribution provided for in paragraph 4 of Article IX.

ARTICLE VII. ADDITIONAL CONTRIBUTIONS

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

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

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

ARTICLE VIII. PROJECT OPERATIONS

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

2. Upon substantial completion of any project, a Completion Memorandum shall be drawn up and signed by the Co-Directors, which shall provide a record of the work done, the objectives sought to be achieved, the expenditures made, the problems encountered and solved, and related basic data.

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

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

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

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

ARTICLE IX. ADDITIONAL FISCAL PROVISIONS

1. All monies deposited to the credit of the Center pursuant to this Agreement shall continue to be available for the cooperative program of productivity during the existence of this Agreement, without regard to annual periods or fiscal years of either of the parties.

2. All materials, equipment and supplies acquired for the cooperative program shall become the property of the Center and shall be used only in the furtherance of this Agreement. Any such materials, equipment and supplies remaining at the termination of this cooperative program shall be at the disposition of the Government of El Salvador.

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

4. Any monies of the Center which remain unexpended and unobligated on the termination of the cooperative program of productivity shall, unless otherwise agreed upon in writing by the parties hereto at that time, be returned to the parties hereto in the proportion of the respective contributions made by the Government of the United States of America and the Government of El Salvador under this Agreement, as it may be from time to time amended and extended; provided, however, that funds deposited pursuant to Article VI of this Agreement by one party and not matched by a deposit of the funds agreed to by the other party shall be returned to the contributor prior to the distribution provided for herein.

ARTICLE X. RIGHTS AND EXEMPTIONS

1. The Government of El Salvador agrees to extend to the Center, and to all personnel employed by the Center, all rights and privileges which are enjoyed, under the laws of El Salvador, by agencies of the Government of El Salvador or by their personnel. Such rights and privileges to the extent that they are available to other agencies of the Government of El Salvador or their personnel, shall include but not be limited to: free postal, telegraph, and telephone services; the right to rebates or preferential rates allowed by domestic companies of maritime or river navigation, air travel, telephone, telegraph or other services; and exemption from taxes, excises, imposts, and stamp taxes.

2. Supplies, equipment and materials contributed to the Center by the Government of the United States of America, either directly or by contract with a public or private organization or purchased abroad by the Center for use in El Salvador in connection with its activities, shall be admitted into El Salvador free of any customs and import duties.

3. The rights and privileges referred to in paragraph 1 of this Article pertaining to communications, transportation and exemption from taxes, imposts and stamp taxes shall also accrue to the Administration and personnel of the Government of the United States of America with respect to operations which are related to and property which is to be used for the cooperative program of productivity.

4. To enable personnel assigned to El Salvador by the Government of the United States of America under this Agreement to enjoy the rights and exemptions accorded other United States

Government employees in El Salvador, the Government of El Salvador agrees that all personnel of the Government of the United States of America, whether employed directly by it or under contract with a public or private organization, who are present in El Salvador to perform work for the cooperative productivity program, and have been accepted by the Government of El Salvador under Article IV of this Agreement, shall be exempt from income and social security taxes levied under the laws of El Salvador with respect to income upon which they are obligated to pay income or social security taxes to the Government of the United States of America, from property taxes on personal property intended for their own use, and, except as may be otherwise mutually agreed, from the payment of any tariff or duty upon personal or household goods brought into the country for the personal use of themselves and members of their families.

ARTICLE XI. SOVEREIGN IMMUNITY

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

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

ARTICLE XII. LEGISLATIVE AND EXECUTIVE ACTION

The Government of El Salvador will endeavor to obtain the enactment of such legislation and will take such executive action as may be required to carry out the terms of this Agreement.

ARTICLE XIII. ENTRY INTO FORCE AND DURATION

This Agreement may be referred to as the "Inter-American Industrial Productivity Center Agreement". It supersedes the Inter-American Industrial Productivity Center Agreement signed by the Government of the United States of America and the Government of El Salvador at San Salvador on May 14, 1953.¹¹

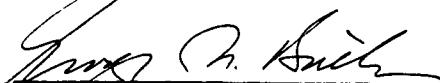
¹¹ Treaties and Other International Acts Series 3122; *ante*, p. 2568.

It shall enter into force on the date of notification of its publication in the Diario Oficial of El Salvador from the Government of El Salvador to the Government of the United States of America¹ and shall remain in force through December 31, 1958 or until three months after either Government shall have given notice in writing to the other of intention to terminate it, whichever is the earlier; provided, however, that the obligations of the parties under this Agreement for the period from June 30, 1954, through December 31, 1958 shall be subject to the availability of appropriations to both parties for the purposes of the program and to the further agreement of the parties pursuant to Article VI, paragraph 4, hereof.

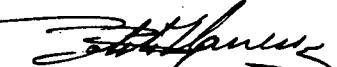
DONE in duplicate, in the English and Spanish languages, at San Salvador this 31st day of August, 1954.

FOR THE GOVERNMENT OF THE
UNITED STATES OF AMERICA:


Michael J. McDermott
Ambassador of the United
States of America


George N. Butler
Director, United States Operations
Mission in El Salvador.

FOR THE GOVERNMENT OF EL
SALVADOR:


Roberto E. Caheesa
Minister of Foreign Affairs


Rafael Mata Ayau
Minister of Economy

¹Oct. 27, 1954.

CONVENIO SOBRE
UN PROGRAMA COOPERATIVO DE PRODUCTIVIDAD
ENTRE EL
GOBIERNO DE LA REPUBLICA DE EL SALVADOR
Y EL
GOBIERNO DE LOS ESTADOS UNIDOS DE AMERICA.

**CONVENIO SOBRE
UN PROGRAMA COOPERATIVO DE PRODUCTIVIDAD
ENTRE EL
GOBIERNO DE LA REPUBLICA DE EL SALVADOR
Y EL
GOBIERNO DE LOS ESTADOS UNIDOS DE AMERICA.**

El Gobierno de los Estados Unidos de América y el Gobierno de la República de El Salvador, han convenido en lo siguiente:

ARTICULO I. ORGANISMOS EJECUTIVOS

De conformidad con el Acuerdo General sobre Cooperación Técnica suscrito por ambos Gobiernos en San Salvador el 4 de abril de 1952, se iniciará en la República de El Salvador un programa cooperativo de productividad. Las obligaciones que asume el Gobierno de El Salvador por medio de este Convenio serán ejecutadas a través del Ministerio de Economía (en adelante denominada "el Ministerio"). Las obligaciones que por este mismo Convenio asume el Gobierno de los Estados Unidos de América serán cumplidas a través de la Administración de Operaciones en el Exterior, o a través de cualquier otro organismo que con tal finalidad designe posteriormente el Gobierno de los Estados Unidos de América (en adelante denominado "la Administración"), organismo de este último Gobierno. La Administración podrá cumplir las obligaciones a que se refiere este Convenio por medio del Instituto de Asuntos Interamericanos, la oficina regional para Latino-América de la Administración, y podrá obtener la ayuda de otros organismos del Gobierno de los Estados Unidos de América, lo mismo que de otras entidades públicas y privadas, para el cumplimiento de dichas obligaciones. El Ministerio, en nombre del Gobierno de El Salvador, y la Administración, en nombre del Gobierno de los Estados Unidos de América, participarán conjuntamente en todas las fases del planeamiento y administración del programa cooperativo mencionado. El presente Convenio, así como las actividades que se lleven a cabo de acuerdo con el mismo, se regirán por las disposiciones contenidas en el referido Acuerdo General sobre Cooperación Técnica.

ARTICULO II. FINALIDADES

Las finalidades de este programa cooperativo de productividad son las siguientes:

1. Facilitar el desarrollo de la productividad en El Salvador mediante la acción cooperativa de los dos Gobiernos;
2. Estimular e incrementar, entre los dos países, el intercambio de conocimientos, habilidades y técnicas, a fin de que los beneficios de una mayor productividad contribuyan a ele-

var los niveles de vida, por medio de una producción mas eficiente y un mayor consumo de mercancías, menores costos y mayores rendimientos;

3. Promover y fortalecer el entendimiento y la buena voluntad entre los pueblos de El Salvador y de los Estados Unidos de América, y fomentar el incremento de las formas de vida democráticas.

ARTICULO III. CAMPOS DE ACTIVIDAD

En la medida en que las Partes oportunamente lo acuerden, este programa cooperativo de productividad incluirá las siguientes clases de actividades:

1. Estudios sobre las necesidades de El Salvador de aumentar la productividad, y sobre los recursos disponibles para satisfacerlas;

2. Formulación y adaptación continua de un programa para contribuir a la satisfacción de tales necesidades;

3. La iniciación y ejecución de proyectos destinados al aumento de la productividad de la industria, del comercio y de las actividades de servicio, tales como: planos para fábricas, selección de maquinaria e instrucciones para su mantenimiento; sistemas de inventario, de selección, prueba y manejo de materiales; sistemas de almacenamiento y embodegado; planeamiento para producción; sistemas de control de herramientas, de materiales y de la calidad de productos; investigaciones económicas, técnicas e industriales y de compra-venta; sistemas y métodos de financiación y contabilidad; procedimientos de anuncios y ventas; sistemas de distribución de productos; sistemas de pago de sueldos; la medición de la productividad; y cualesquiera otros proyectos apropiados al programa que las Partes estén de acuerdo en hacer;

4. Entrenamiento de personal, dentro y fuera de El Salvador, relacionado con este Programa.

ARTICULO IV. LA MISION DE OPERACIONES

El Gobierno de los Estados Unidos de América conviene en suministrar un grupo de técnicos y especialistas para colaborar en la ejecución del programa cooperativo de productividad. Los técnicos y especialistas que dicho Gobierno proporcione, de conformidad con este Convenio, juntamente con los demás que proporcione conforme a otros convenios de programas, constituirán una misión (en adelante denominada "la Misión"), que será denominada

La Misión de Operaciones de los Estados Unidos de América en El Salvador, si no fuere denominada de otra manera posteriormente por el Gobierno de los Estados Unidos de América. La Misión de Operaciones estará dirigida por un Director (en adelante denominado "el Director"). Tanto el Director como los demás miembros de la Misión serán nombrados por el Gobierno de los Estados Unidos de América, pero serán aceptables al Gobierno de El Salvador.

ARTICULO V. EL CENTRO

Se establece mediante este Convenio el "Centro Interamericano de Productividad Industrial", (en adelante denominado "el Centro"), que servirá como organismo del Gobierno de El Salvador y administrará el programa cooperativo de productividad, de conformidad con las estipulaciones de este Convenio. El Ministro de Economía de El Salvador (en adelante denominado "el Ministro"), o su designado, y el Director, o su designado, actuarán como Co-Directores del Centro. Los miembros de la Misión podrán ser funcionarios o empleados del Centro, según los arreglos que al efecto acuerden los Co-Directores.

1. Los fondos del Centro podrán ser depositados en cualquier banco o bancos que los Co-Directores designen, y serán utilizados únicamente para los fines de este Convenio.

2. El Ministro de Economía podrá designar una Junta Asesora del Centro, con el objeto de obtener los puntos de vista de grupos representativos de El Salvador. La Junta Asesora será integrada por representantes de entidades interesadas del Gobierno de El Salvador, de asociaciones industriales y comerciales, organizaciones gremiales laborales y sociedades profesionales, de universidades y escuelas vocacionales, y de otras entidades interesadas.

ARTICULO VI. CONTRIBUCIONES CONJUNTAS

Las Partes contribuirán y pagarán, según las normas siguientes, los fondos para realizar el programa durante el período de vigencia de este Convenio, de acuerdo con el plan siguiente:

1. El Gobierno de los Estados Unidos de América, durante el período comprendido entre la fecha en que entre en vigor este Convenio y el 31 de diciembre de 1958, proporcionará los fondos necesarios para pagar los salarios y demás gastos de los miembros de la Misión, así como tales otros gastos de carácter administrativo en que incurra el Gobierno de los Estados Unidos de América con relación a este programa cooperativo. Estos fon-

dos serán manejados por la Administración y no serán depositados a favor del Centro.

2. Además, para el período comprendido entre la fecha en que entre en vigor este Convenio y el 31 de diciembre de 1954, el Gobierno de los Estados Unidos de América depositará al crédito del Centro la suma de \$50,000.00 (Cincuenta Mil Dólares). Esta suma será depositada en los abonos y en las fechas que posteriormente acuerden los Co-Directores.

3. El Gobierno de El Salvador, durante el período comprendido desde la fecha en que entre en vigor este Convenio y el 31 de diciembre de 1954, depositará al crédito del Centro la suma de \$50,000.00 (Cincuenta Mil Dólares) en moneda salvadoreña. Esta suma será depositada en los abonos y en las fechas que posteriormente acuerden los Co-Directores.

4. Posteriormente, las Partes acordarán por escrito las cantidades de fondos que cada una de ellas contribuirá y proporcionará cada año para el cumplimiento del programa durante el período que termina el 31 de diciembre de 1958. Queda entendido que los fondos que posteriormente convenga en contribuir el Gobierno de los Estados Unidos de América, podrán, previo acuerdo mutuo de las Partes, ser depositados al crédito del Centro o retenidos en los Estados Unidos de América con la finalidad de ser gastados fuera de El Salvador en la moneda de los Estados Unidos, previo acuerdo de los Co-Directores. Cuando fondos que contribuya el Gobierno de los Estados Unidos de América sean retenidos en los Estados Unidos de América, los Co-Directores pedirán convenir, posteriormente, en que cualquier parte de dicha cantidad se deposite en efectivo a favor del Centro, en los abonos que acuerden los Co-Directores. Las cantidades que sean depositadas al crédito del Centro, o que sean gastadas conforme acuerdo de los Co-Directores, serán consideradas como si se hubieran contribuido en las fechas cuando se efectúen dichos depósitos o gastos.

5. Los fondos depositados por el Gobierno de los Estados Unidos de América al crédito del Centro serán convertibles en colones al valor de paridad del colón más favorable que, al tiempo de la conversión, se otorgue al Gobierno de los Estados Unidos de América para sus gastos diplomáticos y otros gastos oficiales en El Salvador.

6. No podrán retirarse fondos del Centro para ninguna finalidad sino mediante la emisión de un cheque o de otro documento de retiro, firmado por los dos Co-Directores del Centro o por las personas en que ellos deleguen esta facultad.

7. Se conviene que contribuciones al Centro, hechas por las dos Partes conforme a este Convenio o a cualquier acuerdo suplementario al mismo, se hagan por abonos periódicos, y que dichos abonos sean hechos por las dos Partes al mismo tiempo y en cantidades correspondientes proporcionalmente a la contribución total

contemplada por cada Parte, si las dos Partes no acuerdan específicamente de otro modo. Los fondos depositados conforme a este Convenio o a cualquier acuerdo suplementario al mismo, podrán ser retirados o gastados únicamente después de que haya sido depositada la contribución correspondiente por la otra Parte. Fondos depositados por una Parte sin que la otra haga el depósito correspondiente, se reintegrarán a la Parte que los contribuyó, antes de la distribución prevista en párrafo 4 del Artículo IX.

ARTICULO VII. CONTRIBUCIONES ADICIONALES

1. Los proyectos que se emprendan de conformidad con este Convenio podrán incluir cooperación con organismos gubernamentales nacionales o locales en El Salvador, así como con otras organizaciones de carácter público o privado y con entidades internacionales, de las cuales sean miembros los Estados Unidos de América y El Salvador. Por acuerdo entre los Co-Directores, contribuciones de fondos, bienes, servicios o facilidades por una o ambas Partes o de terceros, podrán ser aceptados y depositados a favor del Centro, para ser empleados en la ejecución del programa cooperativo de productividad juntamente con los recursos que de acuerdo con el Artículo VI deben proporcionarse.

2. Además de la contribución en efectivo a que se refiere el párrafo 3 del Artículo VI del presente Convenio, el Gobierno de El Salvador por su propia cuenta y previo acuerdo entre los Co-Directores, podrá:

- a. Nombrar los especialistas y demás personal que sea necesario para colaborar con la Misión;
- b. Proporcionar locales, equipo y mobiliario de oficinas, lo mismo que otros recursos, materiales, implementos, suministros y servicios que se encuentre en capacidad de proveer para el programa mencionado;
- c. Facilitar la ayuda general de los demás organismos del Gobierno de El Salvador para llevar a cabo el programa cooperativo de productividad.

ARTICULO VIII. MANEJO DE PROYECTOS

1. El programa cooperativo de productividad contemplado en este Convenio consistirá en una serie de proyectos que serán planificados y administrados conjuntamente por los Co-Directores del Centro. Cada proyecto será objeto de un Acuerdo de Actividad escrito firmado por los Co-Directores, que definirá el trabajo por efectuar, asignará los fondos necesarios de los recursos del Centro y contendrá cualesquiera otros puntos pertinentes que las

Partes desearon incluir.

2. Al terminarse sustancialmente cualquier proyecto, se elaborará un Memorandum de Terminación, firmado por los Co-Directores, que contendrá un informe sobre el trabajo efectuado, los objetivos perseguidos, los gastos efectuados, los problemas encontrados y solucionados y los demás datos básicos pertinentes.

3. La selección de especialistas, técnicos y otras personas relacionadas con aspectos de productividad, a ser enviadas para adiestramiento o investigación a los Estados Unidos de América o a cualquier otra parte, por cuenta del Centro y conforme a este programa, así como las actividades de adiestramiento o investigación en las cuales tales personas participen, serán determinadas conjuntamente por los Co-Directores.

4. La política general y los procedimientos administrativos que regirán el programa cooperativo de productividad, el desarrollo de los proyectos y las operaciones del Centro, tales como la erogación y contabilización de fondos; la contratación de compromisos a cargo de dicho Centro; la compra, el uso, inventario, control y disposición de efectos materiales; el nombramiento y remoción de funcionarios y demás miembros del personal del Centro y los términos y condiciones de su empleo; y todos los demás asuntos administrativos, serán determinados conjuntamente por los Co-Directores.

5. Todos los contratos y demás documentos relacionados con la ejecución de los proyectos conforme a este Convenio, serán ejecutados en nombre del Centro y serán firmados por los dos Co-Directores. Los libros y registros del Centro relacionados con el programa cooperativo se mantendrán siempre disponibles para inspección por representantes autorizados del Gobierno de El Salvador y del Gobierno de los Estados Unidos de América. Los Co-Directores del Centro rendirán a ambos Gobiernos un informe anual sobre sus actividades, y proporcionarán otros informes con los intervalos que se estimen convenientes.

6. Cualquier facultad que este Convenio confiere a los Co-Directores podrá ser delegado por cada uno de ellos en cualquiera de sus respectivos colaboradores, a condición de que cada una de estas delegaciones sea aceptable al otro Co-Director. Tal delegación no limitará el derecho de ninguno de los Co-Directores para someter cualquier asunto directamente al otro Co-Director para deliberación y decisión.

ARTICULO IX. DISPOSICIONES ADICIONALES FISCALES

1. Todos los fondos depositados al crédito del Centro, de conformidad con este Convenio, quedarán disponibles para el pro-

grama cooperativo de productividad durante la vigencia de este Convenio, sin tomar en cuenta los períodos anuales o los ejercicios fiscales de una y otra Parte.

2. Todos los materiales, equipos y suministros adquiridos para el programa cooperativo vendrán a ser de propiedad del Centro y se emplearán únicamente en el cumplimiento de este Convenio. Los materiales, equipos y suministros restantes a la terminación de este programa cooperativo quedarán a la disposición del Gobierno de El Salvador.

3. Los intereses obtenidos sobre los fondos del Centro, lo mismo que cualesquiera otros incrementos en el activo de dicho Centro, de cualquiera naturaleza o procedencia, se dedicarán a la realización del programa cooperativo y no podrán acreditarse a cuenta de ninguna de las contribuciones a cargo de uno u otro Gobierno.

4. Cualesquiera fondos del Centro, que a la terminación del programa cooperativo de productividad no se hubieren gastado o comprometido, se reintegrarán a las Partes en proporción a las contribuciones efectuadas respectivamente por el Gobierno de los Estados Unidos de América y por el Gobierno de El Salvador, conforme a las disposiciones de este Convenio y a las enmiendas o prórrogas del mismo que en el futuro puedan acordarse, a menos que las Partes en tal oportunidad acuerden por escrito a otro efecto; queda entendido, no obstante, que fondos depositados por una de las Partes, conforme al Artículo VI de este Convenio, sin que la otra haga el depósito correspondiente de fondos acordados, se reintegrarán a la Parte que los depositó, antes del reintegro antes mencionado.

ARTICULO X. DERECHOS Y EXENCIOS

1. El Gobierno de El Salvador conviene en otorgar al Centro y a todo el personal empleado por el Centro, todos los derechos y privilegios de que gozan conforme a las leyes salvadoreñas los organismos del Gobierno de El Salvador o su personal. Tales derechos y privilegios, en la medida en que se concedan a otros organismos del Gobierno de El Salvador o a su personal, incluirán, sin carácter limitativo: franquicia postal, telegráfica y telefónica; derecho a los descuentos o a las tasas preferenciales que concedan las empresas salvadoreñas de transporte marítimo, fluvial, aéreo, de telecomunicaciones, y otras empresas de servicio público; y exención de impuestos, tasas, contribuciones y timbres.

2. Los suministros, equipos y materiales que el Gobierno de los Estados Unidos de América aporte al Centro, ya fuere directamente o por contrato con alguna entidad pública o privada, o que sean adquiridos en el extranjero por el Centro para utilizarlos en relación con las actividades en El Salvador, gozarán en El Sal-

vador de franquicia total de derechos de aduanas y de importación.

3. Los derechos y privilegios mencionados en el párrafo 1 de este Artículo, relativos a comunicaciones, transportes y exención de impuestos, contribuciones y timbres, se extenderán también a la Administración y al personal del Gobierno de los Estados Unidos de América, en lo relativo a operaciones que tengan conexión con el programa cooperativo de productividad y con respecto a los efectos materiales que se empleen en el desarrollo del mismo.

4. Para que el personal que el Gobierno de los Estados Unidos de América proporcione a El Salvador conforme a este Convenio goce de los derechos y las exenciones otorgadas a otro personal empleado por dicho Gobierno en El Salvador, el Gobierno de El Salvador acuerda que todo el personal del Gobierno de los Estados Unidos de América, ya sea que estuvieren empleados directamente por dicho Gobierno o bajo contrato con una organización pública o privada, que se hallaren en El Salvador para trabajar en el programa cooperativo de productividad y que hayan sido aceptados por el Gobierno de El Salvador conforme al Artículo IV de este Convenio, estarán exentos del pago del impuesto sobre la renta y de las cotizaciones de seguro social que establezcan las leyes salvadoreñas, con respecto a rentas sobre las cuales estén obligados a pagar impuestos sobre la renta o cotizaciones de seguro social al Gobierno de los Estados Unidos de América. Estarán además exentos de impuestos sobre sus bienes muebles de uso personal, y, si no se acuerda mutuamente de otra manera, del pago de aforos o derechos sobre efectos personales o domésticos que importen al país para el uso particular de ellos mismos y de los miembros de su familia.

ARTICULO XI. INMUNIDADES GUBERNAMENTALES

1. Las Partes reconocen que la Administración, en su carácter de organismo del Gobierno de los Estados Unidos de América, gozará plenamente de todos los privilegios e inmunidades de los cuales goza dicho Gobierno de los Estados Unidos de América, incluyendo inmunidad contra demandas judiciales en los tribunales de El Salvador.

2. Los dos Gobiernos establecerán procedimientos mediante los cuales el Gobierno de El Salvador depositará, separará o asegurará el derecho de propiedad sobre los fondos correspondientes a cualquier programa de ayuda de los Estados Unidos de América o provenientes del mismo, de tal manera que tales fondos estarán exentos de embargo, comisos y otros procedimientos legales por cualquier persona, firma, agencia, corporación, organización o Gobierno cuando el Gobierno de los Estados Unidos de América notifique al Gobierno de El Salvador, que tales procedimientos

puedan obstaculizar la consecución de los objetivos del Programa.

ARTICULO XII. MEDIDAS LEGISLATIVAS Y EJECUTIVAS

El Gobierno de El Salvador procurará obtener la promulgación de las medidas legislativas y adoptará las medidas ejecutivas necesarias para el cumplimiento de este Convenio.

ARTICULO XIII. VIGENCIA Y DURACION

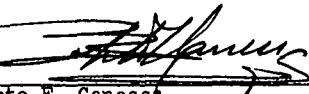
Podrá aludirse a este Convenio bajo la denominación de "Convenio sobre el Centro Interamericano de Productividad Industrial". Substituirá el "Convenio sobre el Programa Interamericano de Productividad Industrial", firmado por el Poder Ejecutivo de la República de El Salvador y el Gobierno de los Estados Unidos de América, en San Salvador el día catorce de mayo de 1953.

Entrará en vigor en la fecha en que el Gobierno de los Estados Unidos de América sea notificado por el Gobierno de la República de El Salvador que este Convenio ha sido publicado en el Diario Oficial de El Salvador, y continuará en vigencia hasta el 31 de diciembre de 1958 o, antes, a los tres meses de la fecha en que alguno de los Gobiernos notifique al otro, por escrito, su intención de darlo por terminado. Es entendido, sin embargo, que las obligaciones contraídas por las Partes conforme a este Convenio para el período comprendido entre el 30 de junio de 1954 y el 31 de diciembre de 1958, estarán sujetas a la condición de que ambas Partes cuenten con asignaciones pre-

supuestales destinadas a los fines del Convenio y al cumplimiento de los acuerdos que se adopten conforme al Artículo VI, párrafo 4 de este Convenio.

Hecho en duplicado, en español y en inglés, en San Salvador el día 31 de agosto de mil novecientos cincuenta y cuatro.

POR EL GOBIERNO DE LA REPUBLICA DE EL SALVADOR:



Roberto E. Canessa
Ministro de Relaciones Exteriores



Rafael Meza Ayala
Ministro de Economía

POR EL GOBIERNO DE LOS ESTADOS UNIDOS DE AMERICA:



Michael J. McDermott
Embajador de los Estados Unidos de América



George N. Butler
Director, Misión de Operaciones de los Estados Unidos de América en El Salvador.

INTER-AMERICAN INDUSTRIAL PRODUCTIVITY CENTER

AGREEMENT ON FINANCIAL CONTRIBUTIONS TO COOPERATIVE PRODUCTIVITY PROGRAM IN EL SALVADOR FOR 1955.

Considering that circumstances did not make it possible to effect contemplated deposits by December 31, 1954, the Co-Directors have mutually agreed as follows:

1) Financial contributions specified below are made for the purpose of implementing Cooperative Productivity Program in El Salvador being carried out pursuant to agreement between the United States and El Salvador signed at San Salvador August 31, 1954.

2) The Institute of Inter-American Affairs of the United States Foreign Operations Administration will contribute to the Inter-American Industrial Productivity Center for the period January 1, 1955 through December 31, 1955 the sum of Dollars 50,000 in currency of the United States. This sum will be deposited to the credit of the Inter-American Industrial Productivity Center in one installment during the month of January 1955.

3) The Minister of Economy of the Government of El Salvador will contribute to the Inter-American Industrial Productivity Center for the period January 1, 1955 through December 31, 1955 the sum of 50,000 Dollars in currency of El Salvador. This sum shall be deposited to the credit of the Inter-American Industrial Productivity Center in one installment during the month of January, 1955.

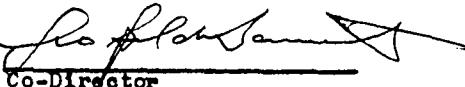
4) The obligations specified herein supersede, and are not in addition to, the undertakings specified in Art. VI paragraphs 2 and 3 of Productivity Center Agreement.

Nothing in this Agreement shall be construed as affecting adversely the rights of the Co-Directors to make subsequent Payments Agreements covering 1955 or following years, in accordance with Article VI paragraph 4 of the Inter-American Industrial Productivity Center Agreement.

Done in duplicate, in the English and Spanish languages, at San Salvador this 30th day of December, 1954.

FOR THE INTER-AMERICAN INDUSTRIAL PRODUCTIVITY CENTER


E. M. Brown
Co-Director


H. P. Ladd
Co-Director

CENTRO INTERAMERICANO DE PRODUCTIVIDAD INDUSTRIAL

ACUERDO SOBRE LAS CONTRIBUCIONES FINANCIERAS AL
PROGRAMA DEL CENTRO INTERAMERICANO DE PRO-
DUCTIVIDAD INDUSTRIAL EN EL SALVADOR PARA 1955.

Considerando que las circunstancias no permitieron efectuar los depósitos contemplados antes del 31 de diciembre de 1954, los Co-Directores han acordado conjuntamente lo siguiente:

1) Las contribuciones financieras especificadas abajo se hacen con el objeto de desarrollar el Programa Cooperativo de Productividad en El Salvador, conforme al acuerdo entre los Estados Unidos de Norte América y El Salvador, firmado en San Salvador el 31 de agosto de 1954.

2) El Instituto de Asuntos Interamericanos de la Misión de Operaciones de los Estados Unidos contribuirá al Centro Interamericano de Productividad Industrial, por el período comprendido entre el 10. de enero de 1955 y el 31 de diciembre de 1955, la suma de \$50,000.00 dólares en la moneda de los Estados Unidos. Esta suma se depositará al crédito del Centro Interamericano de Productividad Industrial en un solo pago durante el mes de enero de 1955.

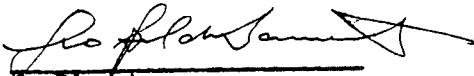
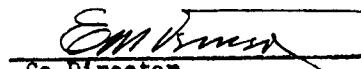
3) El Ministro de Economía del Gobierno de El Salvador contribuirá al Centro Interamericano de Productividad Industrial, por el período comprendido entre el 10. de enero de 1955 y el 31 de diciembre de 1955 la suma de \$50,000.00 dólares en la moneda de El Salvador. Esta suma se depositará en un solo pago durante el mes de enero de 1955.

4) Las obligaciones especificadas en este Acuerdo reemplazan, y no implican adición a los acuerdos especificados en el Art. VI numerales 2 y 3 del Acuerdo del Centro Interamericano de Productividad Industrial.

Nada de lo contenido en este Acuerdo podrá interpretarse como contrario al derecho de los Co-Directores de efectuar los subsecuentes Acuerdos de Contribuciones que cubran 1955 o el siguiente año, conforme al Artículo VI numeral 4 del Acuerdo del Centro Interamericano de Productividad Industrial.

Hecho en duplicado, en Inglés y en Español, en San Salvador el
día 30 de diciembre de 1954.

POR EL CENTRO INTERAMERICANO DE PRODUCTIVIDAD
INDUSTRIAL


John P. Glennon
Co-Director
Emilio Vargas
Co-Director

MUTUAL DEFENSE ASSISTANCE

Loan of Submarines to Italy

**TIAS 3124
Apr. 27, 1954**

Understanding between the UNITED STATES OF AMERICA and ITALY

- Effectuated by Exchange of Notes
Signed at Washington April 27, 1954
- Entered into force April 27, 1954

The Acting Secretary of State to the Italian Ambassador

DEPARTMENT OF STATE
WASHINGTON

April 27, 1954.

EXCELLENCY:

I have the honor to refer to recent conversations between representatives of our two Governments concerning a loan by the Government of the United States to the Government of Italy of two submarines, the BARB (SS-220) and the DACE (SS-247).

I also confirm the understandings reached as a result of those conversations as follows:

1. The Government of Italy will retain possession of and will use these submarines primarily to provide training for Italian units in antisubmarine warfare and in accordance with the conditions contained in the Mutual Defense Assistance Agreement between our two Governments signed on January 27, 1950,[¹] and amended on January 7, 1952.[²]

2. This loan shall remain in effect for a period of not more than five years from the date of delivery of the submarines. The Government of the United States may, however, request the return of the submarines at an earlier date if such action is necessitated by its own defense requirements in which event the Government of Italy will promptly re-deliver the submarines in accordance with paragraph 6 below.

3. Each submarine, together with its available on-board spares and allowances, including consumable stores and fuel, will be delivered to the Government of Italy at such a place and time as may be mutually agreed upon, each delivery to be evidenced by a delivery certificate. The Government of Italy shall have the use of all outfitting, equipment, appliances, fuel, consumable stores and spares and replacement parts on-board the submarines at the time of their delivery.

4. While the Government of Italy may place each submarine under the Italian flag, the title to the submarines, and to the appurtenances enumerated in paragraph 3 except fuel, consumable stores, spares and replacement parts, shall remain in the Government of the United

¹ Treaties and Other International Acts Series 2013; 1 UST 50.

² TIAS 2611; 3 UST, pt. 4, p. 4613.

States. The Government of Italy shall not, without the consent of the Government of the United States, relinquish physical possession of the submarines or any such appurtenances.

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

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

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

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

For the Acting Secretary of State:

JAMES C. H. BONBRIGHT

His Excellency

Signor ALBERTO TARCHIANI,
Ambassador of Italy.

The Italian Ambassador to the Acting Secretary of State

AMBASCIATA D'ITALIA [1]
WASHINGTON, D.C.

N. 5932

APRIL 27, 1954

MR. ACTING SECRETARY:

I refer to your note of April 27, 1954 and to recent conversations between representatives of our two governments concerning a loan by the Government of the United States to the Government of Italy of two submarines, the *BABB* (SS-220) and the *DACE* (SS-247).

I also confirm the understandings reached as a result of those conversations as follows:

- 1) The Government of Italy will retain possession of and will use these submarines primarily to provide training for Italian units in antisubmarine warfare, and in accordance with the conditions contained in the Mutual Defense Assistance Agreement between our two governments signed on January 27, 1950, and amended on January 7, 1952.
- 2) This loan shall remain in effect for a period of not more than five years from the date of delivery of the submarines. The Government of the United States may, however, request the return of the submarines at an earlier date if such action is necessitated by its own defense requirements in which event the Government of Italy will promptly re-deliver the submarines in accordance with paragraph 6 below.
- 3) Each submarine, together with its available on-board spares and allowances, including consumable stores and fuel, will be delivered to the Government of Italy at such a place and time as may be mutually agreed upon, each delivery to be evidenced by a delivery certificate. The Government of Italy shall have the use of all outfitting, equipment, appliances, fuel, consumable stores and spares and replacement parts on-board the submarines at the time of their delivery.
- 4) While the Government of Italy may place each submarine under the Italian flag, the title to the submarines, and to the appurtenances enumerated in paragraph 3) except fuel, consumable stores, spares and replacement parts, shall remain in the Government of the United States. The Government of Italy shall not, without the consent of the Government of the United States, relinquish physical possession of the submarines or any such appurtenances.
- 5) The Government of Italy renounces all claims which might arise against the Government of the United States in connection with

¹ Italian Embassy.

the transfer, use or operation of the submarines and will save the Government of the United States harmless from any claim asserted by third parties in such connection.

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

I have the honor to inform you that the above understandings meet with the approval of the Government of Italy and that my Government agrees that the present note and your note of April 27, 1954 will be considered as confirming these understandings in accordance with the final sentence of Article 1, paragraph 1 of the Mutual Defense Assistance Agreement between our two countries.

Accept, dear Mr. Secretary, the renewed assurance of my highest consideration.

ALBERTO TARCHIANI

The Honorable BEDELL SMITH
*Acting Secretary of State,
Department of State,
Washington 25, D. C.*

TIAS 3125
July 19 and PARCEL POST
30, 1954

**Agreement and Detailed Regulations
between the POSTAL ADMINISTRATION
OF THE UNITED STATES OF AMERICA
and the RYUKYU COMMUNICATIONS
ADMINISTRATION**

- Signed at Tokyo July 19, 1954, and
at Washington July 30, 1954
- Approved and Ratified by the
President of the United States
of America August 23, 1954
- Entered into force October 15, 1954

AGREEMENT
between
the Postal Administration of the
United States of America
and the
Ryukyu Communications Administration
concerning
the exchange of parcel post

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PARCEL POST AGREEMENT
between
THE UNITED STATES OF AMERICA
and
THE RYUKYU ISLANDS

The Post Office Department of the United States of America and the Ryukyu Communications Administration have agreed upon the following articles for the purpose of improving the relations of Parcel Post between the two postal services.

Article I

Exchange of Parcels

Between the United States of America (including Alaska, Puerto Rico, the Virgin Islands, Guam, Samoa, and Hawaii) on one hand and the Ryukyu Islands on the other hand, there may be exchanged parcels up to the limits of weight and dimensions stated in the Detailed Regulations for the execution of this Agreement.

Article II

Transit of Parcels

1. Each Postal Administration guarantees the right of transit through its service, to or from any country with which it has parcel post communication, of parcels originating in or addressed for delivery in the service of the other Administration.
2. Parcels sent in open mail and in transit to or from one of the services of the two Postal Administrations through the other are subject to the conditions of exchange of parcels between them as well as those between the intermediate Administration and that of the third country concerned.
3. Parcels sent in closed mails and in transit to or from one of the services of the two Postal Administrations through the other are subject to the conditions specially agreed upon between the Chiefs of the two Postal Administrations.

Article III

Postage

1. Each Postal Administration is entitled to fix its postage rates for parcels to be collected from the sender.
2. The postage mentioned in the preceding section must be prepaid by the sender.

Article IV

Preparation of Parcels

Every parcel shall be packed in a manner adequate for the length of the journey and the protection of the contents as set forth in the Detailed Regulations.

Article V

Prohibitions

1. The following articles are prohibited transmission by parcel post:

- (a) A letter or a communication having the nature of a letter. Nevertheless it is permitted to enclose in a parcel an open invoice, confined to the particulars which constitute an invoice.
- (b) An enclosure which bears an address different from that placed on the cover of the parcel.
- (c) Any live animal.
- (d) Any article the admission of which is not authorized by the customs or other laws or regulations in force in either country.
- (e) Any explosive or inflammable article, and in general, any article the conveyance of which is dangerous.
- (f) Documents, pictures, and other articles injurious to public morals.
- (g) Articles which, because of their nature or packing, may be dangerous for postal clerks or may soil or damage other parcels.
- (h) Any books, pamphlets, paper, writing, advertisement, circular, print, picture, drawing or motion picture film, containing any matter advocating or urging treason or insurrection against any government.
- (i) Any narcotic drug or utensil used therefor.

2. When a parcel contravening any of these prohibitions is handed over by one of the two Postal Administrations to the other, the latter shall proceed in accordance with its laws and inland regulations. However, explosive or inflammable articles, as well as documents, pictures, and other articles injurious to public morals are not returned

to origin; they are destroyed on the spot by the Administration which has found them in the mails.

3. The two Postal Administrations shall furnish each other with a list of prohibited articles.

Article VI

Insurance

1. Parcels may be insured up to the amount of 500 francs or its equivalent in currency of the country of origin. However, the Chiefs of the two Postal Administrations may, by mutual consent, fix the limit of insured value above 500 francs.

The insured value may not exceed the actual value of the contents but it is permissible to insure only part of that value.

2. For an insured parcel, an insurance fee fixed by the Postal Administration of the country of origin shall be collected at the time of mailing in addition to the postage.

3. The insurance of all parcels containing coin, bullion, valuable jewelry, or any other precious article is obligatory.

If, in the country of destination, a parcel which has not been insured is found to contain coin, bullion, valuable jewelry, or any other precious article, it may be delivered to its addressee as an insured parcel. In this case, the Postal Administration of the country of destination may collect the insurance fee fixed by that Administration in accordance with the provisions of the preceding section.

Article VII

Certificate of Mailing

The sender of an ordinary parcel may request, at the time of mailing, a certificate of mailing upon payment of a fee which may be fixed by the Postal Administration of the country of origin. However, no certificate of mailing, other than the insurance receipt, will be furnished the sender of an insured parcel, and no charge other than the insurance fee will be made for the insurance receipt.

Article VIII

Advice of Delivery—Inquiry

1. The sender of an insured parcel may request, either at the time of mailing or after mailing, an advice of delivery upon payment of a fee which may be fixed by the Postal Administration of the country of origin.

2. The sender of an ordinary or insured parcel may request, after mailing, an inquiry for the parcel upon payment of a fee which may be

fixed by the Postal Administration of the country of origin. As regards insured parcels, no fee is, however, charged if the sender has already paid the special fee to obtain an advice of delivery.

3. The request for an advice of delivery or an inquiry made after the mailing of a parcel is admitted only within the period of one year, counting from the day following that of mailing.

Article IX

Customs Duties

Parcels are subject to all customs laws and regulations in force in the country of destination. The duties collectible on that account are collected from the addressee on delivery of the parcel.

Article X

Fee for Customs Formalities—Fee for Delivery— Warehousing Charges

1. The Postal Administration of the country of destination may collect from the addressee, for the fulfillment of customs formalities, a fee not exceeding 50 centimes per parcel.

2. The Postal Administration of the country of destination may collect from the addressee, for delivery of parcels at the addressee's residence, a fee not exceeding 50 centimes per parcel. The same fee may be charged for each presentation after the first at the addressee's residence.

3. The Postal Administration of the country of destination may collect from the addressee a suitable warehousing charge for parcels which are not withdrawn within the period which it has fixed. This charge may not, however, exceed 5 francs per parcel.

4. The fees and charges prescribed by the above three sections shall not be canceled even in case the parcel is redirected or returned out of the country.

Article XI

Redirection

1. A parcel may be redirected, at the request of the addressee, in consequence of the addressee's change of address in the country of destination.

2. For parcels redirected in its territory, the Postal Administration of the country of destination may collect from the addressee additional charges fixed by its internal regulations. These charges shall not be canceled even in case the parcel is redirected or returned out of the country.

3. A parcel may be redirected out of the country only at the addressee's request, and provided that the parcel complies with the conditions required for its further conveyance. Insured parcels shall not be redirected to another country except as insured mail.

4. When a parcel is redirected out of the country, the charges for conveyance due to the Postal Administrations concerned and, if any, the insurance fees, as well as the various charges cancelation of which is not allowed by the retransmitting Administration, shall be collected additionally from the addressee.

5. The sender is entitled to forbid any redirection, by means of a suitable entry on the parcel and on the customs declaration.

Article XII

Recall—Change of Address

1. So long as a parcel has not been delivered to the addressee, the sender may recall it or cause its address to be altered.

For this service, the Postal Administration of the country of origin may collect the charge fixed by its internal regulations.

2. The provisions of Sections 2 to 4 of the preceding article are applicable to the parcel returned or redirected in consequence of the recall or the change of address.

Article XIII

Non-delivery

1. The sender of a parcel may make a request at the time of mailing as to the disposal of the parcel in the event it is not deliverable as addressed, the particulars of which are set forth in the Detailed Regulations.

2. If the sender does not make any request in accordance with the preceding section or the sender's request has not resulted in delivery, undeliverable parcels will be returned to the sender without previous notification at the expiration of thirty days counting from the day following that of receipt at the office of destination, while parcels refused by the addressee will be returned at once.

3. The provisions of Article XI, Sections 2 and 4 are applicable to the parcel redirected in the country of destination or returned to origin in consequence of non-delivery.

The same provisions are also applicable to the parcel returned to origin for the reason that it contains any prohibited articles.

4. Undeliverable parcels which the sender has marked "Abandon" are not returned but are disposed of in accordance with the legislation

of the country of destination after the expiration of the period mentioned in Section 2 above.

Article XIV

Sale—Destruction

1. Articles liable to deterioration or corruption, and these only, may be sold immediately, even on the outward or return journey, without previous notice or judicial formality, for the benefit of the right party.

2. If for any reason a sale is impossible, the spoilt or putrid articles are destroyed.

Article XV

Parcels Wrongly Accepted—Missent Parcels

1. If parcels of which the weight or dimensions exceed the limits allowed have been wrongly accepted and dispatched, they are returned to origin by the Postal Administration to which the parcels were sent.

2. Parcels, when missent, are reforwarded to their correct destination by the most direct route at the disposal of the Postal Administration to which the parcels were missent; nevertheless, the parcels which cannot be reforwarded to their correct destination are returned to origin.

Insured parcels may not be reforwarded except as insured mail.

3. The parcels mentioned in the two sections above must not be charged by the retransmitting country with customs or other non-postal charges.

Article XVI

Cancelation of Customs Charges

Customs and other non-postal charges on parcels which are returned to origin, abandoned by the sender, destroyed because the contents are completely damaged, or redirected to a third country, are canceled.

Article XVII

Indemnity

1. Except in the cases mentioned in the next section, the two Postal Administrations are responsible for the loss of insured parcels exchanged between the two countries and for the abstraction of or damage to their contents under the conditions prescribed by the Detailed Regulations.

2. The Postal Administrations are relieved from all responsibility:

(a) In case of parcels of which the addressee or the sender, as regards returned parcels, has accepted delivery without reservations which reservations may be made at the time of delivery or within a reasonable time thereafter if no opportunity is given the addressee to examine the parcel before or at the time delivery is made.

(b) In case of loss or damage through force majeure, although either Postal Administration may, at its option and without recourse to the other Administration, pay indemnity for loss or damage due to force majeure even in cases where the Administration in the service of which the loss or damage occurred recognizes that the damage was due to force majeure.

(c) When they are unable to account for parcels in consequence of the destruction of official documents through force majeure.

(d) When the damage has been caused by the fault or negligence of the sender or when it is due to the nature of the article.

(e) For parcels which contain prohibited articles.

(f) For parcels which have been fraudulently insured for a sum exceeding the actual value of the contents.

(g) For parcels seized by the customs.

(h) When any request for inquiry or application for indemnity has not been made within the period of one year counting from the day following that of mailing the parcel.

3. The two Postal Administrations will not be responsible for the loss of ordinary parcels exchanged between the two countries nor for the abstraction of or damage to their contents; but either Administration is at liberty to indemnify for the loss, abstraction, or damage which may occur in its service, without recourse to the other Administration.

4. The two Postal Administrations are not responsible for the loss of the parcels mentioned in Article II, Sections 2 and 3, nor for the abstraction of or damage to their contents unless an arrangement to the contrary is made between the Chiefs of the two Postal Administrations.

Article XVIII

Credits

1. For each parcel exchanged between the two countries, the Postal Administration of the country of origin shall pay to that of the country of destination the sums indicated in the Detailed Regulations.

2. In case of redirection or of return of parcels from one of the two countries to the other, the retransmitting Administration shall claim from the other the sums equal to its credits mentioned in the preceding section and the following charges, as the case may be:

- (a) Sea rates due to the retransmitting Administration.
- (b) Charges which are not canceled by the retransmitting Administration.
- (c) Charges due to a third country.

3. As regards parcels originating in one of the two countries and sent through the other to a third country, the Postal Administration of the country of origin shall pay to the intermediate Administration the sums required by the latter.

4. As regards parcels originating in a third country and sent to one of the two countries through the other in open mail, the intermediate Administration shall pay to the Administration of destination the sums indicated in the Detailed Regulations.

Article XIX

Postal Charges Other Than Those Prescribed Not to be Collected

The parcels to which this Agreement applies shall not be subject to any postal charges other than those contemplated by the different articles hereof.

Article XX

Air Parcels—Parcels for Delivery Free of Charge

The Chiefs of the two Postal Administrations may come to special arrangements for the exchange of air parcels and of parcels for delivery free of charge.

Article XXI

Standard Monetary Unit

The franc regarded as the monetary unit in the provisions of this Agreement is the gold franc of 100 centimes of a weight of 10/31 of a gram and of a fineness of 0.900.

Article XXII

Temporary Suspension of Service

In extraordinary circumstances such as will justify the measure, either Postal Administration may temporarily suspend the Parcel Post Service, either entirely or partially, on condition of giving immediate notice to the other Administration.

Article XXIII

Detailed Regulations—Application of Internal Legislation

1. The details necessary for the execution of this Agreement will be fixed in the form of Detailed Regulations between the two Postal Administrations.
2. As regards the items not provided for in this Agreement the internal legislation shall remain applicable in each country.
3. The two Postal Administrations notify each other of their laws, ordinances, and tariffs concerning the exchange of parcel post, as well as all modifications thereof which may be subsequently made.

Article XXIV

Entry into Force and Duration of Agreement

1. This Agreement shall become effective on a date to be mutually settled between the Administrations of the two countries.^[1]
2. It shall remain in effect as long as it has not been terminated six months in advance by one or the other of the two Administrations.

Done in duplicate and signed at Tokyo on the 19th day of July 1954, and at Washington on the 30th day of July 1954.

[SEAL]

ARTHUR E SUMMERFIELD

Postmaster General of the United States of America

J E HULL

*Commander-in-Chief, Far East Command
and Governor of the Ryukyu Islands*

The foregoing Agreement between the United States of America and the Ryukyu Islands for the exchange of parcels by parcel post has been negotiated and concluded with my advice and consent and is hereby approved and ratified.

In testimony whereof I have caused the seal of the United States to be hereunto affixed.

[SEAL]

DWIGHT D EISENHOWER

By the President

JOHN FOSTER DULLES

Secretary of State.

WASHINGTON, August 23, 1954

¹ Oct. 15, 1954.

**DETAILED REGULATIONS FOR THE EXECUTION
OF THE PARCEL POST AGREEMENT
BETWEEN THE
UNITED STATES OF AMERICA
AND THE
RYUKYU COMMUNICATIONS ADMINISTRATION**

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**DETAILED REGULATIONS FOR THE EXECUTION OF THE
PARCEL POST AGREEMENT BETWEEN THE UNITED
STATES OF AMERICA AND THE RYUKYU ISLANDS**

In accordance with the provisions of Article XXIII, Section 1, of the Parcel Post Agreement between the United States of America and the Ryukyu Islands, the two Postal Administrations have agreed as follows:

Article 1

Limits of Weight and Dimensions

1. The limits of weight and dimensions of parcels exchanged between the United States of America and the Ryukyu Islands are as follows:

(a) Parcels originating in the United States of America addressed to the Ryukyu Islands:

Weight, 22 pounds.

Dimensions, greatest length 4 feet on condition that parcels over 42 inches but not over 44 inches long do not exceed 24 inches in girth; that parcels over 44 inches but not over 46 inches long do not exceed 20 inches in girth; that parcels over 46 inches but not over 4 feet long do not exceed 16 inches in girth; and that parcels up to 3½ feet in length do not exceed 6 feet in length and girth combined.

(b) Parcels originating in the Ryukyu Islands addressed to the United States of America:

Weight, 10 kilograms.

Dimensions, length on one side 1 meter 25 on condition that parcels not over 5 kilograms in weight do not exceed 60 cubic decimeters in volume and that parcels over 5 kilograms but not over 10 kilograms in weight do not exceed 80 cubic decimeters in volume.

2. The viewpoint of the dispatching office in regard to the exact calculation of the weight and the dimensions must be considered as prevailing except in case of obvious error.

Article 2

Preparation of Parcels

1. The name and address of the sender and of the addressee must be legibly and correctly written in every case when possible on the parcel

itself or on a label or tag firmly attached thereto. It is not allowed to write with initials the name and address of the sender or addressee, unless the initials are the adopted trade name of the senders or addressees which is generally understood. Addresses in pencil are also not allowed, except those written with copying ink on a surface previously dampened.

A slip bearing the name and address of the sender and the addressee must be enclosed in the parcel when the address is written on a label which is not gummed to the parcel. It is advisable that such slips be enclosed in all parcels.

2. Parcels must be packed in a manner adequate for the length of the journey and for the protection of the contents and so effectually that it is impossible to tamper with the contents without leaving an obvious trace of violation; in particular when the contents consist of precious metal, articles of metal or heavy goods, it is essential that stout metal boxes or wooden cases at least one centimeter (2/5 inch) thick should be used for packing.

Any liquid or any substance which easily liquefies must be packed in a double receptacle. Between the first receptacle (bottle, flask, pot, box, etc.) and the second (box of metal, of strong wood, or strong corrugated cardboard, or of strong fibreboard, or receptacle of equal strength) shall be left a space which shall be filled with sawdust, bran, or some other absorbent material, in sufficient quantity to absorb all the liquid contents in case of breakage.

Powders and dyes in powder form must be packed in lead-sealed metal containers which containers must be enclosed in substantial outer covers so as to obviate all damage to the accompanying mail matter.

3. Insured parcels must be sealed by means of wax, by lead, or other seals. Either Administration may require a special design or mark of the sender in the sealing of insured parcels mailed in its service.

Article 3

Customs Declarations

1. The sender shall prepare one customs declaration for each parcel, on a special form provided for the purpose by the Administration of origin.

The customs declaration shall give a general description of the parcel, an accurate statement in detail of its contents and value, date of mailing, the actual weight, the sender's name and address, and the name and address of the addressee, and shall be securely attached to the parcel.

2. When more than one ordinary parcel is mailed simultaneously by the same sender to the same addressee at the same address, the sender may prepare only one customs declaration for the parcels, which customs declaration shall show, in addition to the particulars set forth in the preceding section, the total number of the relative parcels and shall be securely attached to one of the parcels. The parcels shall be clearly marked in such case with a fractional number, the denominator of which will indicate, in arabic figures, the total number of the relative parcels, and the numerator the serial number of the parcel.

3. The Administrations accept no responsibility for the correctness of the customs declarations.

Article 4

Indication of Insured Parcels

1. On the address side, each insured parcel must bear a label with the words "Insured" or "Valeur declaree", or be stamped or marked with the same words in close proximity to the number given the parcel.

2. The insured parcels must bear an indication of the amount of the insured value, mentioned fully and legibly in the currency of the country of origin and in roman letters. This amount must be converted into gold francs by the sender or by the office of origin and the result of conversion is added below the original description. The amount of the insured value must also be indicated on the customs declaration.

3. The exact weight of each insured parcel must be entered by the office of origin on the address side of the parcel.

Article 5

Advice of Delivery—Inquiry

1. As to a parcel for which an advice of delivery is asked, the office of origin impresses on the address side of the parcel and on the customs declaration with a stamp, the letters or words "A. R." or "Avis de reception." The office of origin or any other office appointed by the dispatching Administration shall fill up an advice of delivery form and attach it to the parcel. If the form does not reach the office of destination, that office makes out a duplicate.

2. The office of destination, after having duly filled up the advice of delivery form returns it free of postage to the address of the sender of the parcel.

3. When the sender applies for an advice of delivery after a parcel has been posted, the office of origin or any other office appointed by the dispatching Administration duly fills up an advice of delivery form and attaches it to a form of inquiry which is entered with the details concerning the transmission of the parcel. This inquiry form is treated according to the provisions of Section 5 below, except that, in case of the due delivery of the parcel, the office of destination withdraws the inquiry form and returns the advice of delivery form to origin in the manner prescribed by the preceding section.

4. When the sender makes inquiry concerning an advice of delivery which has not been returned to him after a reasonable interval, action is taken in accordance with the rules laid down in the preceding section. In that case, a second fee is not charged, and the office of origin or any other office appointed by the dispatching Administration enters at the top of the advice of delivery form the words "Duplicate of the advice of delivery."

5. When the sender requests an inquiry for the parcel, the office of origin or any other office appointed by the dispatching Administration fills up an inquiry form and sends it to the office of destination or to any other office appointed by the Administration of destination accompanied, whenever possible, by a facsimile of the address of the parcel. If the service of the country of destination is in a position to furnish information as to the ultimate disposal of the parcel, it completes the form and returns it to the office of the country of origin from which the form has been forwarded. When the disposal of the parcel cannot be established by the service of the country of destination, the fact is recorded on the form and the form is returned accompanied, whenever possible, by a declaration from the addressee certifying that he has not received the parcel.

Article 6

Transit Parcels

Each Administration shall inform the other to which countries parcels may be sent through it as intermediary, and the amount of the charges due to it therefor, as well as other conditions.

Article 7

Method of Exchange of Parcels

1. Parcels shall be exchanged, in bags duly fastened and sealed, by the offices appointed by agreement between the two Administrations, and shall be dispatched to the country of destination by the country of origin at its cost and by such means as it provides.

2. Insured parcels exchanged direct between the two countries shall be enclosed in separate bags from those in which ordinary parcels are contained, and the labels of bags containing insured parcels shall be marked with such distinctive symbols as may from time to time be agreed upon.

Article 8

Receptacles

1. The two Administrations shall provide their respective bags necessary for the dispatch of their parcels and each bag shall be marked to show the name of the office or the country to which it belongs.

2. Bags must be returned empty and without charge to the dispatching office by the next mail. Empty bags to be returned are made up in bundles of ten, enclosing nine bags in one. The total number of bags returned shall be entered on the relative parcel bills.

3. The returning Administration shall repay to the Administration of origin, the value of any bags which it fails to return.

Article 9

Billing of Parcels

1. Ordinary parcels and insured parcels exchanged direct between the two countries are entered on separate parcel bills.

The ordinary parcels are entered on the parcel bills to show the total number of the parcels and the total net weight thereof, while redirected or returned parcels are entered individually.

The insured parcels are entered individually on the parcel bills to show their numbers, the name of the office of origin, and their total net weight.

The entry on the parcel bills of any redirected or returned parcel must be followed by the word "Redirected" or "Returned" together with the detailed statement of charges which may be additionally collected, in the "Observations" column.

2. Transit parcels sent a decouvert are entered individually on the parcel bills separate from those mentioned in the preceding section.

3. The amount to be credited must be totaled and shown on each parcel bill.

The total number of bags comprising each dispatch must also be shown on the parcel bills.

4. Each dispatching office of exchange shall number the parcel bills in the upper left-hand corner, commencing each year a fresh series for each office of exchange of destination. The last number of the

year shall be shown on the parcel bill of the first dispatch of the following year.

5. The parcel bills are prepared in duplicate. The original is sent in the regular mails, while the duplicate is inserted in one of the bags. The bag containing the parcel bill is designated by the letter "F" traced in a conspicuous manner on the label.

Article 10

Checking of Parcels

1. The office of exchange which has received a parcel mail shall check the parcels and the accompanying bills. If a parcel is missing or any other irregularity is noted, it shall be immediately reported to the dispatching office of exchange by means of a bulletin of verification. The report of such a serious irregularity as to involve the responsibility of the respective Administration shall be accompanied by such vouchers as the strings, wax, or lead seals used for closing the bag which contained the parcels, if they are available.

If no report is made by the next mail, it will be assumed that the mail has been received in proper order until the contrary is proved.

2. If a parcel bill is missing a duplicate shall be made out and a copy sent to the dispatching office of exchange from which the dispatch was received.

3. If any parcel which is in the course of transmission is observed to bear evidence of violation or damage, it must have the facts noted on it and be marked with the stamp of the office making the note, or a document drawing attention to the violation or damage must be annexed to the parcel.

Article 11

Recall—Change of Address

1. For requests for recall or change of address of parcels, the sender, in handing the application to the post office of origin, must prove his identity and produce the certificate of mailing or the receipt of the parcel, if any. After proof of identity, for which the Administration of origin assumes responsibility, the procedure is as follows:

(a) If the request is meant to be sent by post, the application together with an exact facsimile of the address of the parcel, is dispatched in a registered cover directly to the office of destination or to any other office appointed by the Administration of destination.

(b) If the request is to be made by telegraph, the terms of the request are transmitted by telegraph to the office of destination or to

any other office appointed by the Administration of destination. In case of the request for change of address of an insured parcel, the request must be confirmed by the first mail in the manner prescribed by the preceding paragraph. In this case, the words "Confirmation of the telegraphic request for the change of address" must be shown on the upper part of the application.

2. The office which has received the request mentioned in the preceding section searches for the parcel in question and takes the necessary action.

3. If the search is fruitless, or if the parcel has already been delivered to the addressee, or if the request by telegraph is not explicit enough to permit the parcel to be surely recognized, the fact is reported at once to the office from which the request was forwarded and which informs the applicant accordingly.

Article 12

Non-delivery

1. The sender of a parcel may request at the time of mailing that, if the parcel cannot be delivered as addressed it shall be either (a) treated as abandoned, or (b) tendered for delivery at a second address in the country of destination, or (c) returned immediately.

If the sender avails himself of this facility, his request must appear on the address side of the parcel and on the relative customs declaration and must be in conformity with or analogous to one of the following forms:

"If not deliverable as addressed 'Abandon'."

"If not deliverable as addressed 'Deliver to'"

"If not deliverable as addressed 'Return immediately'."

2. The parcels to be returned as undeliverable to the country of origin shall be marked to show the reason for non-delivery.

3. If a parcel, for any reason, is neither delivered as addressed nor returned to origin, the Administration of origin shall be informed in a precise manner of the treatment accorded to the parcel.

Article 13

Sale—Destruction

When a parcel has been sold or destroyed in accordance with the provisions of Article XIV of the Agreement, a report of the sale or destruction is prepared. A copy of the report, together with the customs declaration, is forwarded to the office of origin.

Article 14

Parcels Wrongly Accepted—Missent Parcels

1. When parcels exceeding the limits of weight and dimensions allowed or missent parcels are returned to origin, the returning Administration refunds to the dispatching Administration the amount credited for the parcel and reports the irregularity by means of a bulletin of verification.

2. When missent parcels are reforwarded to their proper destination, and if the amount credited to the reforwarding Administration is insufficient to cover the expenses of the onward transmission, the reforwarding Administration claims from the dispatching Administration the amount of the deficiency, and reports the reason for the claim by means of a bulletin of verification.

Article 15

Indemnity

1. On the basis of the provisions of Article XVII of the Agreement, the sender is entitled to an indemnity corresponding to the actual amount of the loss of an insured parcel and of the abstraction of or damage to its contents.

Indemnity is paid to the addressee when he claims it, either after making reservations when accepting delivery of a pilfered or damaged parcel, or if he proves that the sender has waived his rights in his favour.

When an insured parcel is redirected or returned to a third country from one of the two countries, the sender, in case of loss, rifling, or damage occurring subsequent to the redirection or return of the parcel, can lay claim only to the indemnity which the Administration of the country where the loss, rifling or damage occurred consents to pay, or which that Administration is obligated to pay in accordance with the agreement made between the Administrations of the countries directly interested in the redirection or return.

2. The amount of indemnity is calculated on the basis of the actual value (current price or, in the absence of current price, the ordinary estimated value) at the time and place of mailing of the parcel, provided in any case that the indemnity shall not exceed the amount for which the parcel was insured.

Indirect loss or loss of profits is not taken into consideration.

In the case where indemnity is payable for the loss of a parcel or for the destruction or abstraction of the whole of the contents thereof, the sender is entitled to return of the postal charges which have been paid. However, the insurance fees are not returned in any case.

3. The obligation of paying the indemnity shall rest with the Administration to which the office of origin is subordinate, provided that, in the case where the indemnity is paid to the addressee in accordance with the second paragraph of the first section, it shall rest with the Administration of destination.

The paying Administration retains the right to make a claim against the Administration responsible.

4. The payment of indemnity shall be made as soon as possible and at the latest within a period of one year counting from the day following that on which the application is made.

However, the paying Administration may exceptionally defer payment of indemnity for a longer period than that stipulated if, at the expiration of that period, it has not been able to determine the disposition made of the parcel in question or the responsibility incurred.

5. The Administration which undertakes the payment of indemnity is authorized to pay indemnity on behalf of the Administration which, after being duly informed of the application for indemnity, has let nine months pass without settling the matter.

6. Responsibility for loss, abstraction, or damage of a parcel discovered by the receiving office of exchange at the time of opening the receptacles and duly notified to the dispatching office of exchange by bulletin of verification, shall fall upon the Administration to which the dispatching office of exchange is subordinate unless it be proved that the damage occurred in the service of the receiving Administration.

7. Until the contrary is proved, responsibility for a parcel rests with the Administration which, having received the parcel without making any observation and being furnished with all necessary particulars for inquiry, is unable to show its proper disposition.

8. If the loss, abstraction, or damage has occurred in course of conveyance without its being possible to ascertain in which service the irregularity took place, the Administrations concerned bear the loss in equal shares.

9. The Administration responsible or on whose account payment is made in accordance with Section 5 is bound to repay to the Administration making payment on its behalf, without delay and within not more than nine months after receiving notice of payment, the amount of indemnity paid.

10. Repayments are to be made free of cost to the creditor Administration by means of either a money order or a draft, in money valid in the creditor country, or by such other means as may be mutually agreed upon by correspondence.

Article 16

Payment

1. The amounts to be paid by the Administration of origin to that of destination, in accordance with the provisions of Article XVIII, Section 1, of the Agreement are as follows:

A. In the case of parcels originating in the United States of America for the Ryukyu Islands, 16 centimes per pound or fraction thereof.

B. In the case of parcels originating in the Ryukyu Islands:

(a) Parcels for the United States proper and for Alaska, which are dispatched directly thereto, 70 centimes per kilogram or fraction thereof.

(b) Parcels for Guam, Samoa, Hawaii, Puerto Rico, United States Virgin Islands, which are dispatched directly thereto, 35 centimes per kilogram or fraction thereof.

(c) Parcels for Alaska sent to Seattle, 140 centimes per kilogram or fraction thereof.

(d) Parcels for Alaska sent to any United States port except Seattle, 220 centimes per kilogram or fraction thereof.

(e) Parcels for Puerto Rico or the United States Virgin Islands sent through the United States, 185 centimes per kilogram or fraction thereof.

(f) Parcels for Guam sent to San Francisco and parcels for Samoa and Hawaii sent to San Francisco or to San Pedro, 105 centimes per kilogram or fraction thereof.

(g) Parcels for Guam sent to any United States port except San Francisco and parcels for Samoa and Hawaii sent to any United States port except San Francisco or San Pedro, 185 centimes per kilogram or fraction thereof.

2. For parcels originating in a third country and sent a decouvert to one of the two countries through the other, the intermediary Administration shall pay to the Administration of destination the amounts equal to those fixed by the preceding section.

3. The allocation or claim of the amounts mentioned in the preceding two sections and in Article XVIII, Sections 2 and 3, of the Agreement shall be made by means of parcel bills.

Article 17

Accounting

1. Each Administration shall prepare quarterly an account showing the sums due for parcels sent by the other Administration.

2. These accounts accompanied by the parcel bills and, if any, copies of bulletins of verification relating thereto shall be submitted to the examination of the corresponding Administration in the course of the quarter following the quarter to which they relate.

3. The compilation, transmission, and acceptance of the accounts must be effected as early as possible and the payment resulting from the balance must be made at the latest before the end of the following quarter.

4. Payment of the balances due on these accounts between the two Administrations shall be effected by means of drafts drawn on the capital or one of the commercial towns of the creditor country, or in any other manner which may from time to time be agreed upon between the two Administrations, the expense attendant on the payment being at the charge of the indebted Administration.

Article 18

Miscellaneous Notifications

The Administrations shall communicate to each other all items necessary for carrying out the exchange of parcels.

The present Detailed Regulations shall come into operation on the day on which the Parcel Post Agreement comes into force and shall have the same duration as the Agreement. The Administrations concerned shall, however, have the power by mutual consent to modify the details from time to time.

Done in duplicate and signed at Tokyo on the 19th day of July 1954, and at Washington on the 30th day of July 1954.

[SEAL]

ARTHUR E SUMMERFIELD
*Postmaster General
of the United States of America*

J E HULL
*Commander-in-Chief, Far East Command
and Governor of the Ryukyu Islands*

The foregoing Regulations for the Execution of the Parcel Post Agreement between the United States of America and the Ryukyu Communications Administration have been negotiated and concluded with my advice and consent and are hereby approved and ratified.

In testimony whereof I have caused the seal of the United States
to be hereunto affixed.

[SEAL]

DWIGHT D EISENHOWER

By the President

JOHN FOSTER DULLES

Secretary of State.

WASHINGTON, August 23, 1954

TIAS 3126
Nov. 28 and
Dec. 8, 1954

LOAN AGREEMENT

Between the
UNITED STATES OF AMERICA and
the EUROPEAN COAL AND STEEL
COMMUNITY

Supplementing and Amending
Agreement of April 23, 1954

- Signed at Luxembourg December 8, 1954,
and at Washington December 16, 1954
- Entered into force December 16, 1954

and

Act of Pledge

- Dated November 28, 1954

AGREEMENT BETWEEN THE UNITED STATES OF AMERICA
AND
THE EUROPEAN COAL AND STEEL COMMUNITY
SUPPLEMENTING AND AMENDING THE LOAN AGREEMENT
DATED APRIL 23, 1954 [¹]

WHEREAS, the United States of America and the High Authority of the European Coal and Steel Community have heretofore entered into a Loan Agreement dated April 23, 1954 (hereinafter referred to as the "Loan Agreement") establishing a credit of One Hundred Million Dollars (\$100,000,000) in favor of the High Authority for the purposes set forth therein; and

WHEREAS, it is provided in Article VII(e) of the Loan Agreement that if the parties, as a result of the study referred to therein, shall mutually determine that it is advisable to enlarge certain provisions of the Loan Agreement with respect to security in order to create the common pledge and trusteeship described in said Article VII(e), they will enter into an agreement supplemental to the Loan Agreement containing provisions appropriate to such purpose; and

¹ Treaties and Other International Acts Series 2945; 5 UST 524.

WHEREAS, the parties have made such study and have reached such mutual determination; and

WHEREAS, in furtherance of this decision, the High Authority and the Bank for International Settlements, Basle, Switzerland (hereinafter referred to as the "Depositary") have entered into an instrument of pledge dated November 28, 1954 (hereinafter referred to as the "Indenture"), of which a certified copy is annexed hereto; and

WHEREAS, the United States of America and the High Authority have accepted the Indenture as meeting the requirements of said Article VII(e); and

WHEREAS, the parties have also mutually determined to modify certain procedures specified in Article II of the Loan Agreement with respect to advances under the credit;

NOW, THEREFORE, the Government of the United States of America and the High Authority of the European Coal and Steel Community hereby agree as follows:

ARTICLE I

Article II of the Loan Agreement is hereby amended in the following respects:

1. By adding at the end of the first sentence in the first paragraph the words "; provided, however, that such amount may be decreased at the option of the High Authority by subsequent notice specifying a new amount not less than ten days prior to the date specified for the advance."

2. By striking out the words "to its credit" in subparagraph (c), wherever the same appear, and substituting therefor

the words "to the credit of the Depositary for the account of the High Authority".

3. By striking out the words "has advanced" in subparagraph (d) and substituting therefor the words "will advance".

4. By striking out the last two paragraphs and substituting therefor the following:

"On the date specified for the advance, the Dollar Payment Note and each Optional Payment Note shall be authenticated by a duly authorized representative of the Depositary and Eximbank will deposit or cause to be deposited to the credit of the Depositary for the account of the High Authority, in accordance with the aforesaid designation, an aggregate amount of United States dollars equal to the principal amount of the Dollar Payment Note and an amount of foreign currency equal to the principal amount in United States dollars of each Optional Payment Note converted on said date into the foreign currency in which it is optionally payable at the rate of exchange specified in Article V.

"The United States dollars so deposited to the credit of the Depositary for the account of the High Authority shall be disbursed on the order of the High Authority as provided in the Indenture, whether by conversion into foreign currency or otherwise, only when and to the extent that Eximbank has received a statement or statements

signed by a duly authorized official of the High Authority setting out that the High Authority has received from one or more governments Currency Undertakings as required by the Indenture in respect of such disbursement. A copy of each such undertaking shall forthwith be transmitted to Eximbank."

ARTICLE II

Article V of the Loan Agreement shall be effective only for the purpose of determining rates of exchange in connection with the purchase of Optional Payment Notes as provided in Article II of the Loan Agreement. Article VII(c), Article VII (d) and Article X of the Loan Agreement shall be of no further force or effect.

ARTICLE III

Article XII of the Loan Agreement is hereby amended by striking out the words "by or within any member country of the Community or any political or taxing subdivision of any such member country" and substituting therefor the words "by or within any member country of the Community or Switzerland or any political or taxing subdivision of any such member country or Switzerland".

ARTICLE IV

Article XIII of the Loan Agreement is hereby amended to read as follows:

"Prior to and as a condition of the first advance under the credit, Eximbank shall be furnished with the following:

- "(a) An opinion or opinions of the chief legal officer of the High Authority or other counsel satisfactory to Eximbank demonstrating to the satisfaction of Eximbank (1) that this Agreement and the Supplemental Agreement through which this amendment is effected have been validly signed and entered into by the High Authority and are binding upon it in accordance with their terms; (2) that the Indenture has been validly signed and entered into by the High Authority and is binding upon it in accordance with its terms and that, upon the deposit of Pledged Property with the Depositary as provided in the Indenture, there will have been effected a valid and binding pledge thereof under the Indenture effective against claims of third parties in the member countries of the Community and Switzerland; and (3) that the promissory notes, when and as dated and signed by the High Authority and authenticated and issued pursuant to the Indenture, will constitute the valid and binding obligations of the High Authority in accordance with their terms and will be entitled to the security provided therefor by the Indenture.
- "(b) An opinion of counsel satisfactory to Eximbank demonstrating to the satisfaction of Eximbank that the Indenture has been validly signed and entered into by the Depositary and is binding upon it in accordance with its terms.
- "(c) Evidence of the authority (1) of the persons who have

acted or will act as the representatives of the High Authority in signing this Agreement and the aforesaid Supplemental Agreement, in dating and signing the promissory notes, and in the operation of the credit; (2) of the person or persons who will act as the representative or representatives of the Depositary in authenticating and delivering the promissory notes pursuant to the Indenture; and (3) of the person or persons who will sign and approve the statements, certificates, reports and other documents to be furnished to Eximbank hereunder; together with the authenticated specimen signature in duplicate of each such person.

"Each of the foregoing opinions of counsel shall be supported by such reference to treaties, constitutional and statutory provisions, special acts, decrees, regulations, resolutions and other records of action of governing bodies, powers of attorney and other documents as may be appropriate in the premises and shall be accompanied by certified copies of such of the foregoing as Eximbank may reasonably request.

"From time to time thereafter, Eximbank shall be furnished with such additional opinions of the chief legal officer of the High Authority or other counsel and such additional evidences of authority, authenticated specimen signatures, documents and other information as it may reasonably request."

ARTICLE V

Exhibits A and B annexed to the Loan Agreement are hereby

amended in the following respects:

1. By striking out of the second paragraph in Exhibit A and of the third paragraph in Exhibit B the words "by or within any member country of the European Coal and Steel Community or any political or taxing subdivision of any such member country" and substituting therefor the words "by or within any member country of the European Coal and Steel Community or Switzerland or any political or taxing subdivision of any such member country or Switzerland".

2. By striking out of each of said Exhibits the paragraph beginning with the words "Upon default in the prompt and full payment of any installment of principal or interest on this note" and substituting therefor the following:

"This note is one of the Secured Notes of the High Authority (hereinafter referred to as the 'Notes'), issuable in series, and is one of a series of the Notes designated 'Secured Notes, First Series', all issued and to be issued under, and equally secured by, the Act of Pledge (hereinafter referred to as the 'Indenture') dated November 28, 1954, entered into by the High Authority and Bank for International Settlements, Basle, Switzerland, as Depositary, to which Indenture and all indentures supplemental thereto reference is hereby made for a description of the terms and conditions upon which the Notes are secured.

"In case an event of default, as defined in the Indenture, shall occur, the principal of all the Notes at any such time outstanding under the Indenture may be

declared due and payable, and any such declaration may subsequently be rescinded, upon the conditions and in the manner and with the effect provided in the Indenture."

ARTICLE VI

Except as herein modified or amended, all terms and conditions of the Loan Agreement are hereby confirmed and shall remain in full force and effect.

DONE in duplicate at Washington this 16th day of December, 1954, and at Luxembourg this 8th day of December, 1954.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA:

HERBERT HOOVER Jr.

FOR THE HIGH AUTHORITY OF THE EUROPEAN COAL AND STEEL COMMUNITY:

JEAN MONNET.
Dr. HEINZ POTTHOFF
ENZO GIACCHERO

SECURED NOTES
of
THE HIGH AUTHORITY OF THE
EUROPEAN COAL AND STEEL COMMUNITY

ACT OF PLEDGE

dated November 28, 1954

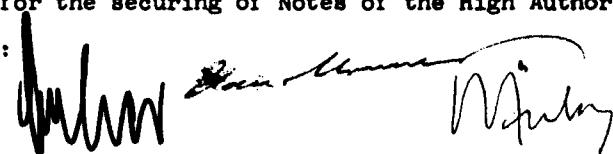
ACT OF PLEDGE

In the year One Thousand Nine Hundred Fifty-four,
on this 28th day of the month of November, at Nine A.M. ,
in the City of Luxembourg , before me Georges FABER ,
Notary, registered in the City of Luxembourg , there appeared

(1) Jean Monnet, residing in Luxembourg, in
his capacity as President of the HIGH AUTHORITY OF
THE EUROPEAN COAL AND STEEL COMMUNITY (hereinafter
called the Community) by virtue of the authority con-
ferred upon him by a resolution adopted on November ,
1954, by the High Authority of the Community, an authen-
ticated copy of which is annexed hereto as Annex A, and

(2) Roger AUBOIN , residing in Basle,
Switzerland, in his capacity as General Manager, Alternate
of the President
of BANK FOR INTERNATIONAL SETTLEMENTS (hereinafter
called the Depositary) and an authorized signatory of
the Bank pursuant to the list of facsimile signatures
of those authorized to sign on behalf of the Bank,
dated April 26, 1954, an authenticated copy of which
is annexed hereto as Annex B;

and said individuals, of whose personal identity I, the
Notary, am personally certain, having waived with my consent
the presence of witnesses, request me to establish by the
present instrument the terms and provisions of an indenture
providing for the securing of Notes of the High Authority
as follows:

The image shows two handwritten signatures. The signature on the left is "Jean Monnet" and the signature on the right is "Georges Faber". Both signatures are cursive and appear to be in black ink.

WHEREAS the Community, established by Treaty dated April 18, 1951, was created with supranational powers in order to establish a common basis for economic development in Europe through the creation of a common market in coal and steel; and

WHEREAS the attainment of the purposes of the Community requires that capital resources be made available to the enterprises of the Community to assist the financing of works and installations which will increase production or lower production costs, or facilitate the distribution, of products subject to the jurisdiction of the Community; and

WHEREAS the above-mentioned Treaty confers on the High Authority the power and duty to facilitate the financing of such projects as are of importance to the Community as a whole and authorizes the High Authority for such purposes to borrow funds and to make loans to the enterprises of the Community out of the borrowed funds; and

WHEREAS for such purposes the High Authority proposes to borrow funds from time to time in capital markets located without as well as within the Community and, in connection with such borrowings, to issue its notes for the sums so borrowed, such notes to be secured by pledge of the obligations which the High Authority shall receive from the enterprises to which it relends the bor-

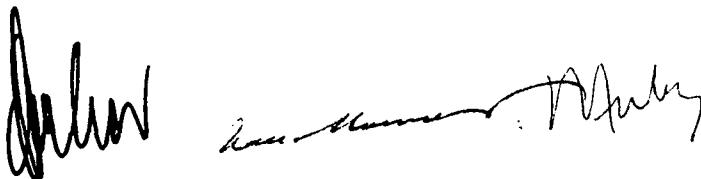
rowed funds; and

WHEREAS the High Authority desires to make provision so that all obligations and any security therefor and any related undertakings received by the High Authority in connection with loans made by it to enterprises with the proceeds of its own borrowings shall be held in pledge for the equal pro-rata benefit and security of all lenders to the High Authority; and

WHEREAS the Depositary is a corporation organized under a constituent charter granted by The Swiss Confederation pursuant to an international convention dated January 20, 1930, and has full capacity under its statutes to enter into this Act of Pledge and to serve as Depositary as hereinafter provided; and

WHEREAS, for the purposes aforesaid, the High Authority desires to enter into this Act of Pledge with the Depositary and thereby to make provision for the issue from time to time of its notes, to be known as its "Secured Notes", and for securing the payment thereof, all as hereinafter provided; and

WHEREAS all acts and proceedings required by law duly to authorize this Act have been done and taken;

The image shows two handwritten signatures. The signature on the left appears to be "John D. Rockefeller". The signature on the right appears to be "Harry F. Murphy". Both signatures are written in black ink on a white background.

Now, Therefore, this Act of Pledge (hereinafter
called the Indenture) Witnesseth:

That in order to declare the conditions upon which the Notes are to be issued, and in order to secure the payment of all Notes at any time outstanding and the performance of all the covenants and conditions in the Notes and herein contained, the High Authority has entered into this Indenture and has transferred and does hereby transfer unto the Depositary all obligations of enterprises and any security therefor and any related undertakings, as well as all moneys and any other instrument or other property, now or at any time hereafter delivered to the Depositary pursuant hereto, together with the proceeds thereof and the income therefrom (all hereinafter together called the Pledged Property), upon the express agreement of the Depositary that it will hold the Pledged Property in pledge for the equal pro-rata benefit of the holders of the Notes and as security for the enforcement of the payment of the principal of, and premium (if any) and interest on, the Notes and the performance of the covenants and conditions in the Notes and in this Indenture contained, all without preference or priority of any Note over any other Note or Notes, whether on account of differences in



the times of issuance of the Notes, or in the series thereof, or in the dates of maturity thereof, or in the currencies in which the same may be payable, or otherwise howsoever, so that all Notes at any time outstanding shall have the same security under this Indenture, subject, however, to the express terms of this Indenture hereinafter set forth.

PROVIDED, HOWEVER, that if the High Authority shall pay or cause to be paid the principal and interest to become due in respect of all the Notes, together with the premium, if any, payable thereon, at the times and in the manner stipulated therein, and shall perform all the covenants and conditions in the Notes and in this Indenture contained, then this Indenture, and the rights of the Depositary and of the holders of the Notes in the Pledged Property, shall cease and determine.

AND IT IS HEREBY DECLARED that the Notes are to be secured in accordance with the conditions hereinafter set forth:

ARTICLE ONE

DEFINITIONS

Treaty: The Treaty (with the Annexes thereto and the related Protocols annexed thereto) entered into

on April 18, 1951, on behalf of and subsequently ratified by the German Federal Republic, Belgium, the French Republic, the Italian Republic, the Grand Duchy of Luxembourg and the Netherlands, establishing the European Coal and Steel Community, and any modifications and amendments of such Treaty hereafter adopted as provided therein.

Enterprise: A corporation or other form of organization to which the High Authority is authorized by the Treaty to make loans for the purpose of assisting in financing its capital requirements in connection with Projects.

Project: Works and installations of an Enterprise and houses for workers employed by an Enterprise, including both newly acquired or constructed facilities, and additions, betterments and improvements to, and the rebuilding, rehabilitation and reconstruction of, existing facilities. Such facilities may consist of (a) facilities to be acquired or constructed by an existing Enterprise which owns other properties, where the new facilities constitute an operating unit physically separate from such other properties, or (b) facilities to be acquired or constructed by an existing Enterprise which owns other properties, where the new facilities constitute an integral part of such other properties, or

[Handwritten signatures]

(c) facilities to be acquired or constructed by an Enterprise organized for the purpose which owns no other physical properties.

Project Loan: A loan made by the High Authority to an Enterprise to facilitate the financing of a Project or Projects, which loan is evidenced by an Enterprise Obligation or Obligations as hereinafter described.

Enterprise Obligation: The instrument or instruments evidencing the indebtedness of an Enterprise arising from a Project Loan, and constituting the direct obligation of the Enterprise, which shall conform to the following requirements:

(a) The Enterprise Obligation shall be payable to the order of the High Authority or of the Depository or to bearer, and shall be for an aggregate principal amount equal to the amount of said Project Loan; shall bear interest at a rate not less than that borne by the Related Note or Notes issued by the High Authority; shall provide for the amortization of the principal thereof at a rate at least as rapid as the rate of amortization of the principal of the Related Note or Notes issued by the High Authority; and shall require, upon any payment of principal before the due date thereof, the payment of premium thereon at a rate not less than the premium,

Malin *Reed Marshall* *W. Murphy*

if any, required on a corresponding prepayment on the Related Note or Notes issued by the High Authority; provided, however, that the Enterprise Obligation may consist of separate instruments representing, respectively, the instalments of principal of and interest on the Project Loan, in which case the indebtedness represented by such instruments will not also bear interest; and provided, further, that two or more Project Loans in the same currency may be contemporaneously made by the High Authority if the weighted average rate of interest thereon shall not be less than that borne by the Related Notes issued by the High Authority and if the weighted average rate of amortization thereof shall be at least as rapid as the rate of amortization of the Related Notes.

(b) The Enterprise Obligation shall be payable in the currency in which said Project Loan shall be made.

(c) The credit agreement between the High Authority and the Enterprise pursuant to which said Project Loan is being made will (unless the Enterprise Obligation is secured by a mortgage or other lien upon the Project or Projects that would preclude the creation by the Enterprise of any indebtedness secured by a lien thereon in priority to the mortgage or other lien securing the Enterprise Obligation) include a commitment by the Enterprise not to issue any additional indebtedness under any existing mortgage or other lien on such Project or Projects or create any mortgage or



other lien thereon, unless the Enterprise Obligation shall be secured by such existing or newly created mortgage or lien equally and ratably with all other indebtedness to be secured thereby; provided, however, that the credit agreement may permit the Enterprise to give to the supplier of equipment a prior lien thereon to secure the deferred payment of a part of the purchase price of such equipment.

(d) The Enterprise Obligation, and any mortgage or other lien securing it, shall be duly executed by the Enterprise in full conformity with all relative laws of its domicile and shall be duly registered as required under such laws.

(e) The Enterprise Obligation may contain any other terms and provisions not contrary to the terms of this Indenture.

Related Notes: The term used to identify the relationship between any Note or Notes and any one or more of the following: (i) the moneys deposited with the Depositary representing the proceeds of such Note or Notes, (ii) the Project Loan or Loans originally made out of such proceeds, (iii) the Enterprise Obligations representing such Project Loan or Loans, (iv) the service moneys received on such Enterprise Obligations or the proceeds of sale of such Enterprise Obligations and (v) any further Enterprise Obligations received by the Depositary in exchange for such Enterprise Obligations or acquired with the use of funds referred to in (iv). For the purposes of this definition such further Enterprise Obligations shall thereafter be in-

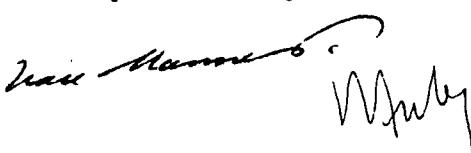
cluded in the term "such Enterprise Obligations" in (iv) and (v).

Outstanding: When used with reference to Notes, shall mean, as of any date, all Notes theretofore and thereupon authenticated and delivered pursuant to this Indenture, except (a) Notes canceled at or prior to such date, (b) Notes for the payment or redemption of which funds shall have theretofore been set aside by the Depositary pursuant to Section 4.02 hereof or deposited with the Depositary in a special account, provided, that if such Notes are to be redeemed prior to the maturity thereof, due notice of such redemption shall have been given, and (c) Notes in substitution for which other Notes shall have been authenticated and delivered.

Event of Default: Any event of default specified in Section 7.01, which continues for the period of time, if any, therein designated.

Supplemental Indenture: Any notarial act hereafter duly authorized and entered into in accordance with the provisions of Article Eight.

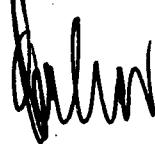
Currency Undertaking: The undertaking of the government of the country in which a borrowing Enterprise is situated that (i) in cases where the Enterprise Obligation and/or the Related Note is payable in the currency of such country, payments of service in respect thereof in such currency and the use of such currency by the payee will be free from restrictions of such government and (ii) in cases where the Enterprise Obligation and/or the Related Note is required to be paid in another



currency, foreign exchange will be made available, against national currency, to the Enterprise and/or to the High Authority or to the Depositary for the account of the High Authority, at the time or times and in the amounts necessary to permit prompt and full payment in such other currency of each installment of principal and interest in respect of the Enterprise Obligation and/or the Related Note. Each Currency Undertaking shall contain an acknowledgment of the government entering into the same that it is given for the benefit of the holders of the Notes referred to therein and for the purpose of inducing such holders to make advances to the High Authority.

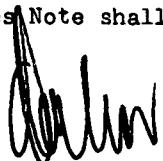
ARTICLE TWO
FORM AND EXECUTION OF NOTES

SECTION 2.01. The Notes may, at the election of the High Authority, be in one or more series and, except as hereinafter in this Article provided, shall be designated generally as Secured Notes of the High Authority, with such further appropriate designations added to or incorporated in such title for the Notes of any series as the High Authority may determine. All Notes of any one series shall be identical in respect of date or dates of maturity (unless they are of serial maturities), the place or places of payment of principal and of interest, the rate of interest and dates of interest payments, the terms and rate or rates of optional redemption, if redeemable, and in respect of amortization or analogous provisions (if any) and tax provisions (if any); but Notes of the same series may be of different denomina-



tions, and Notes of any series (other than First Series Notes) may be of serial maturities and, if of serial maturities, may differ as between maturities with respect to redemption prices and interest rates.

SECTION 2.02. There shall be an initial series of Notes known as the "Secured Notes, First Series" of the High Authority (hereinafter called First Series Notes), which shall be issued as Dollar Payment First Series Notes or Optional Payment First Series Notes, or both, the texts of which Notes and of the Depositary's certificate of authentication to be endorsed thereon are to be in the English language in substantially the respective forms thereof set forth in Annex C and Annex D, respectively, hereto attached, with such additions and modifications as shall be necessary to complete said forms in accordance with the provisions of this Indenture. First Series Notes shall be issued in such denominations as the High Authority shall deem necessary. Each such Note shall be dated the date of issue thereof and shall bear interest at the rate of 3-7/8% per annum on the unpaid principal balance thereof from time to time outstanding, such interest to be computed on the basis of the actual number of days using a factor of 365 days and to be due and payable on May 1 of each year. The principal of each First Series Note shall be due and payable in 22 annual installments

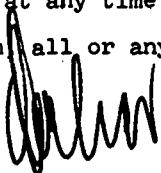


on the dates and in the percentages of such principal amount set forth in Annexes C and D, respectively.

Each Dollar Payment First Series Note shall be payable, both as to principal and interest, in lawful money of the United States of America.

Each Optional Payment First Series Note shall be payable, both as to principal and interest, in lawful money of the United States of America, or, at the option of the High Authority, in whole or in part in the currency advanced to the High Authority against such Note at the rate of exchange at which such currency was advanced, which rate of exchange shall be set forth in such Note. For the purposes of Section 7.02 and Section 10.09, Optional Payment First Series Notes shall not be deemed to be expressed in United States dollars but shall be deemed to be expressed solely in the currency advanced to the High Authority.

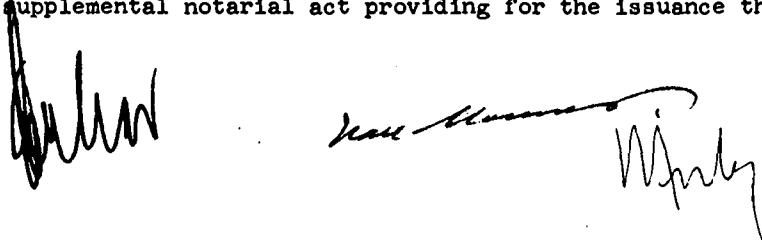
The principal of each First Series Note and the interest thereon shall be payable without deduction for any present or future taxes, duties, fees or other charges levied or imposed thereon or on such Note or the holder thereof by or within any member country of the Community or Switzerland or any political or taxing subdivision of any such member country or Switzerland. The High Authority shall have the right to prepay at any time and from time to time, without penalty or premium, all or any part of the principal of any First Series



Note with interest thereon to the date of prepayment. Any such prepayment on any First Series Note shall be applied pro-rata to the installments of principal on such Note.

Upon each payment of principal or interest on any First Series Note, such Note shall be made available to the Depositary or its agent for endorsement thereon of notation of such payment. By agreement between the High Authority and the holder of any such Note, such endorsements may be made by such holder, and in such case such holder shall promptly advise the High Authority and the Depositary in writing of each such endorsement.

SECTION 2.03. Prior to the issue of any Notes of any series other than First Series Notes, the High Authority shall enter into a supplemental notarial act with the Depositary, which shall constitute an indenture supplemental to this Indenture and be deemed to be a part hereof, whereby there shall be established the terms and conditions of the Notes of such other series, and the form thereof, including the language in which the text thereof and of the Depositary's certificate thereon shall be expressed. Each such supplemental notarial act shall contain such provisions, consistent with and not contrary to the terms of this Indenture, as the High Authority shall determine. Any such other series may, if the supplemental notarial act providing for the issuance there-

A photograph of two handwritten signatures. The first signature on the left is a stylized, cursive "H". The second signature on the right is a more formal, cursive "Willy" with a small "W" above it.

of shall so provide, be designated as "Bonds", and the term "Notes" as used in this Indenture shall be deemed to include the Bonds of such other series.

SECTION 2.04. All the Notes shall be signed on behalf of the High Authority by two duly authorized representatives of the High Authority. No Note shall be secured hereby, or shall be or become valid or obligatory for any purpose, unless there shall be placed thereon a certificate of authentication, substantially as follows:

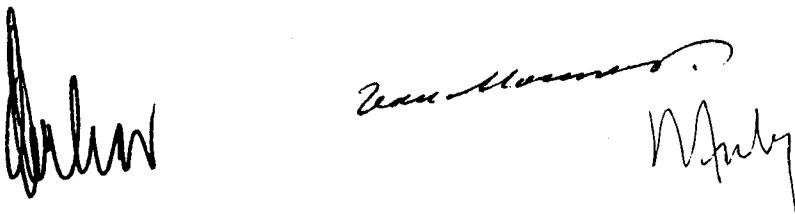
"This Note [Bond] is one of the Secured Notes [Bonds], of the series designated therein, referred to in the within-mentioned Indenture.

BANK FOR INTERNATIONAL SETTLEMENTS
Depository

by

Authorized Representative"

signed on behalf of the Depository by its duly authorized representative, and such certificate on any Note issued by the High Authority shall be conclusive evidence that it has been duly authenticated and delivered hereunder.



The image shows three handwritten signatures and initials. On the left, there is a signature that appears to be 'J. A. D.' In the center, there is a signature that appears to be 'R. H. M.' or 'R. H. Muller'. On the right, there is a signature that appears to be 'W. H. M.' or 'W. H. Muller'.

ARTICLE THREE

AUTHENTICATION, ISSUE AND DELIVERY OF NOTES

SECTION 3.01. The aggregate principal amount of Notes which may be issued hereunder shall not be limited; provided, however, that the High Authority may at any time, at its election, impose such limitation or limitations upon the issue of Notes hereunder as it shall determine and as shall be set forth in an indenture supplemental hereto entered into between the High Authority and the Depositary.

SECTION 3.02. From time to time the High Authority may execute, and the Depositary shall thereupon authenticate and deliver to or upon the order of the High Authority, First Series Notes up to an aggregate principal amount not exceeding \$100,000,000 (U.S. dollars), upon receipt by the Depositary of the following:

- (a) a written order or orders of the High Authority
 - (i) specifying the First Series Notes to be issued and whether they are to be Dollar Payment or Optional Payment First Series Notes, and if the latter, the currency or currencies in which they are optionally payable and the related rate or rates of exchange, (ii) directing the authentication and delivery of such First Series Notes in the respective principal amounts and payable to the order of the payee or payees stated in such



order, and (iii) containing instructions as to whom such First Series Notes are to be delivered; and

(b) a sum of money (in United States dollars, or, in case any of said First Series Notes shall be Optional Payment First Series Notes, in the currency or currencies referred to in such Optional Payment First Series Notes) in an aggregate principal amount equal to the aggregate principal amount of the First Series Notes to be authenticated and delivered.

SECTION 3.03. After the High Authority shall have entered into an indenture supplemental hereto specifying the terms and conditions of the Notes of any new series, from time to time the High Authority may execute, and the Depositary shall thereupon authenticate and deliver to or on the order of the High Authority, Notes of such new series, upon receipt by the Depositary of the following:

(a) a written order or orders of the High Authority (i) specifying the Notes to be issued and the series thereof, (ii) directing the authentication and delivery of such Notes, in the principal amount stated in such order, and, unless such Notes are to be payable to bearer, stating the name of the payee or payees of such Notes; and (iii) containing instructions as to whom such Notes are to be delivered;

and

Dear Secretary
W. M. W.

(b) a sum of money, in the currency in which such Notes are to be payable, in an aggregate principal amount equal to the aggregate principal amount of Notes to be authenticated and delivered.

SECTION 3.04. In order to facilitate the issue of any of the Notes, the orders of the High Authority referred to in Sections 3.02(a) and 3.03(a) may direct the Depositary to cause such Notes to be authenticated and delivered provisionally, subject either to the due receipt by the Depositary of the moneys referred to in Section 3.02(b) or Section 3.03(b), as the case may be, or to the return to the Depositary of the Notes so delivered.

SECTION 3.05. In case any Note issued hereunder shall be mutilated, destroyed, stolen or lost, upon receipt and cancellation by the Depositary of the mutilated Note or receipt of proof, satisfactory to both the High Authority and the Depositary, of the destruction, theft or loss of the Note, and upon receipt by them of indemnity satisfactory to both of them, the High Authority shall execute a new Note of the same series and maturity and of like tenor and the Depositary shall thereupon authenticate and deliver such new Note in exchange for the mutilated Note or in substitution for the destroyed, stolen or lost Note. Such new Note shall be so dated that neither gain nor loss in interest shall result from such exchange or substitution.

SECTION 3.06. The Depositary shall cancel each Note

John Maun *W. H. M.*

surrendered to it upon redemption or payment thereof. The High Authority will from time to time deliver to the Depositary written instructions as to the disposition of such canceled Notes,

ARTICLE FOUR

APPLICATION OF MONEYS RECEIVED BY THE DEPOSITORY

SECTION 4.01. All moneys received by the Depositary pursuant to Section 3.02 or Section 3.03 shall be held by the Depositary as a part of the Pledged Property until they shall be used from time to time by the High Authority in accordance with this Section 4.01 for the purpose of making Project Loans. When the High Authority shall make a Project Loan, it will:

A. deliver to the Depositary a written order of the High Authority signed by its duly authorized representative, specifying the name and address of the Enterprise to which the High Authority proposes to make a Project Loan, the amount and currency in which such Project Loan is to be made and is to be payable and the nature of the Project in respect of which such Project Loan is to be made, and that such Project complies with Section 6.02 hereof, and also specifying, by series and serial numbers, the Related Notes, and directing the disbursement of moneys held by the Depositary for such Project Loan;

B. deliver to the Depositary in pledge a signed copy of the credit agreement between the High Authority and the Enterprise pursuant to which the Project Loan is being made, which agreement will, among other provisions, set

forth (a) the amount and the currency in which such Project Loan is to be made and is to be payable, (b) the rate of interest to be paid by the Enterprise, (c) the schedule for the amortization of the principal of the loan, indicating the date and amount of each instalment thereof, (d) the number and the respective amounts of Enterprise Obligations to be issued by the Enterprise to evidence the Project Loan, (e) the type of Currency Undertaking to be delivered to the Depositary and (f) a description of any security for such Enterprise Obligations and of any instrument of transfer, assignment and pledge that shall be requisite to transfer such security and such Currency Undertakings to the Depositary for the purpose of pledging the same hereunder;

C. deliver, or cause to be delivered, to the Depositary (1) Enterprise Obligations of such Enterprise payable to bearer or to the order of the Depositary or to the order of the High Authority and endorsed by it to bearer or to the order of the Depositary, in a principal amount equal to the principal amount of such Project Loan and payable in the currency in which such Project Loan is being granted, (2) any security for such Enterprise Obligations, (3) appropriate Currency Undertakings and (4) all instruments of transfer,



assignment and pledge as shall be requisite to transfer to the Depositary for the purpose of pledging the same hereunder all such Enterprise Obligations and any security therefor and related Currency Undertakings; and

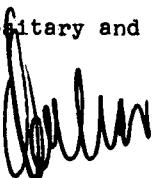
D. deliver to the Depositary an opinion or opinions of the chief legal officer of the High Authority or other Counsel satisfactory to the Depositary stating that the credit agreement and the Enterprise Obligations so delivered to the Depositary comply with the requirements of this Indenture and are valid and binding obligations of the Enterprise in accordance with their terms and, with respect to any such Enterprise Obligation that is secured by a mortgage or other lien upon the Project, that such mortgage or other lien has been registered and inscribed in accordance with all laws and regulations applicable thereto and constitutes valid and legal security for such Enterprise Obligation; that there has been effected a valid and binding pledge hereunder of said Enterprise Obligations and the security, if any, therefor and any related Currency Undertakings; and that all conditions precedent provided for in this Indenture (including any covenants compliance with which constitutes a condition precedent) which relate to the making of such Project Loan have been complied with.

The Depositary, upon receipt of the documents delivered to it as aforesaid in respect of a Project Loan, will examine the

same to determine that they constitute the documents to be delivered to it in accordance with the foregoing requirements and comply as to form with such requirements, but the Depositary shall not be responsible for the validity of such documents or for the correctness of the statements or opinions set forth therein. Upon its receipt of such documents and the making of such determination by it, the Depositary shall pay to or on the order of the High Authority, out of the moneys to be used by the Depositary for such purpose, the amount of such Project Loan.

SECTION 4.02. The Depositary shall collect and receive all sums paid in respect of the principal of and premium (if any) or interest on each Enterprise Obligation held as a part of the Pledged Property, whether received by prepayment or in due course or collected as a result of the enforcement of any security for such Enterprise Obligation or otherwise. So long as the principal of all the Notes outstanding shall not have been declared to be due and payable pursuant to a declaration (which shall not have been rescinded) made pursuant to Section 7.01, the Depositary shall apply all such moneys to the payment of instalments of principal and interest on the Related Note or Notes as and when the same shall become due in accordance with the terms of such Notes; provided, however, that any excess of such moneys held by the Depositary over the

instalments of principal and interest coming due on the Related Note or Notes during the ensuing 12 months may be applied by the Depositary in accordance with the provisions of Section 4.03. So long as the principal of all the Notes outstanding shall not have been declared to be due and payable pursuant to a declaration (which shall not have been rescinded) made pursuant to Section 7.01, the Depositary shall, on or within 10 days prior to the payment date for any instalment of principal of or interest on any of the Notes, or on or within 30 days prior to the redemption date of any Notes to be redeemed, set aside out of such moneys in a special account the amounts required to make payment of such instalment, or of the redemption price, to or on the order of the holders of such Notes, and if such moneys held by the Depositary shall not be sufficient to permit such setting aside, the Depositary will request the High Authority to furnish to it, and the High Authority will forthwith furnish to the Depositary, the amounts necessary for that purpose. After the setting aside of any of the moneys as aforesaid, they shall be held for the exclusive benefit of the holders of the Related Notes until paid to or upon the order of such holders, and shall no longer be deemed to be a part of the Pledged Property held as security for all the Notes; provided, however, that any money so held by the Depositary and remaining unclaimed for six years after the



date when such installment or such redemption price shall have become due and payable, shall, so long as an Event of Default shall not have occurred and be continuing, be paid to the High Authority. No such payment of any moneys to the High Authority shall relieve it of the obligation to pay the principal of or interest on any Note upon the due subsequent presentation thereof to the High Authority, subject to any applicable period of limitation prescribed by law.

The High Authority will instruct the Depositary in writing from time to time to make such conversions of moneys held by it into other currencies as may be necessary for carrying out this Section 4.02 and Section 4.03.

SECTION 4.03. All moneys received by the Depositary which, pursuant to Section 4.02 or Section 5.02 hereof, shall be permitted to be held and applied in accordance with this Section 4.03, shall be held by the Depositary as part of the Pledged Property until they shall be applied in accordance with this Section 4.03. From time to time, so long as an Event of Default shall not have occurred and be continuing, such moneys may be applied by the Depositary as follows:

A- Upon the written request of the High Authority any such moneys shall be added to the moneys received by the Depositary pursuant to Section 3.02 or Section




3.03, and shall thereafter be held and applied in accordance with Section 4.01; or

B- Upon the written request of the High Authority, any such moneys shall be applied by the Depositary to the prepayment, or to the purchase from the holder or holders thereof (including the High Authority, if such a holder) or to the retirement in any other manner prior to maturity, of Related Notes then outstanding specified in such request of a principal amount at least equal to the amount of moneys so applied. All Notes retired pursuant to this Clause B shall be canceled; or

C- Upon the written request of the High Authority, any interest moneys which pursuant to Section 4.02 shall be permitted to be held and applied in accordance with this Section 4.03, may be applied by the Depositary to the payment of any compensation which shall at the time be due under Section 6.07 hereof.

John M. Murray
W. H. White

ARTICLE FIVE

CONCERNING THE PLEDGED PROPERTY

SECTION 5.01. The High Authority will from time to time instruct the Depositary in writing (a) to give such consents with respect to the Enterprise Obligations and any security therefor held as a part of the Pledged Property and to take such other action in respect thereof not contrary to the provisions of this Indenture as the High Authority shall deem advisable and (b) in respect of any such Enterprise Obligation or any security therefor, to join in and become a party to any plan of reorganization (whether voluntary or involuntary) of the issuing Enterprise which the High Authority deems advisable and to take such other action as may be required by such plan.

SECTION 5.02. The High Authority will from time to time instruct the Depositary in writing (a) to sell, free from the lien hereof, any Enterprise Obligations and any security therefor at the time held by the Depositary, which the High Authority shall deem it advisable to sell, for a purchase price equal to the principal amount thereof and accrued interest thereon payable in the currency in which the Enterprise Obligations being sold are payable and accompanied by appropriate Currency Undertakings, and (b) to

exchange, free from the lien hereof, any such Enterprise Obligations and any security therefor, which the High Authority shall deem it advisable to exchange, for a like principal amount of new Enterprise Obligations of the same Enterprise payable in the same currency or currencies and bearing interest from the date to which interest has been paid on the Enterprise Obligation so exchanged and accompanied by any appropriate Currency Undertakings. The proceeds of any such sales and any such new Enterprise Obligations and any security therefor and related Currency Undertakings shall be held by the Depositary as part of the Pledged Property; any such proceeds may be applied by the Depositary pursuant to Section 4.03.

SECTION 5.03. In case any Enterprise shall default in the performance of any of its obligations under any Enterprise Obligation or any security therefor held as a part of the Pledged Property, the High Authority will be entitled, with full power of substitution and delegation, to enforce, and to take all action by judicial proceedings or otherwise which the High Authority shall deem necessary or proper to enforce, such Enterprise Obligation or any security therefor. The Depositary will furnish the High Authority all such powers of attorney, written consents, instruments of transfer and other documents as the High Authority shall



request in writing in connection with such enforcement by the High Authority or by any other person authorized by the High Authority to act on its behalf in connection therewith.

SECTION 5.04. The High Authority will from time to time instruct the Depositary in writing to release from any mortgage or other lien securing an Enterprise Obligation held as a part of the Pledged Property such of the property subject to such mortgage or other lien as the High Authority shall determine; provided, however, that the Depositary shall not release any such property unless the fair sale value (as appraised by appraisers or engineers selected by the High Authority and satisfactory to the Depositary) of the property remaining subject to such mortgage or other lien shall be at least 125% of the unamortized amount of all indebtedness of the Enterprise secured thereby.

SECTION 5.05. So long as an Event of Default shall not have occurred and be continuing, the Depositary will act in accordance with any instructions or requests received by it from the High Authority pursuant to Sections 5.01, 5.02, 5.03 or 5.04 unless it shall deem the same to be prejudicial to the interests of the Noteholders or contrary to law. In case an Event of Default shall have occurred and be continuing, the Depositary will act in accordance with any instructions or requests received by it pursuant to the foregoing Sections from a Representative designated as provided in Section 7.03(a).

SECTION 5.06. Upon receipt by the Depositary of payment in full of the principal of, and premium (if any) and interest on, any Enterprise Obligation, the Depositary shall, upon the written instruction of the High Authority, execute

all such instruments as may be proper to acknowledge the payment of such Enterprise Obligation and to satisfy and discharge any security therefor.

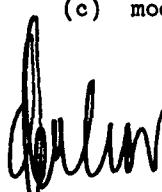
ARTICLE SIX

COVENANTS OF THE HIGH AUTHORITY

SECTION 6.01. Each Note shall be a general obligation of the High Authority pledging its full faith and credit for the due and punctual payment of the principal thereof and the premium (if any) and interest thereon in accordance with its terms.

SECTION 6.02. The proceeds of Notes will be used by the High Authority only for making Project Loans to Enterprises to which the High Authority is empowered to make loans under the Treaty. In the case of Project Loans made from the proceeds of First Series Notes, such Projects shall be limited to the following categories:

- (a) modernizing and mechanizing mining operations and expanding capacity for the production of coal and providing additional housing for miners;
- (b) modernizing and mechanizing mining operations and expanding capacity for the production of iron ore, modernizing facilities for the treatment of iron ore, and providing additional housing for miners;
- (c) modernizing operations and expanding capacity



for the production of coke; and

(d) constructing and modernizing power stations at the pit heads to facilitate the use of low-grade coal to supply low-cost power for coal mining operations and for sale.

Project Loans made from the proceeds of Notes of any series other than the First Series Notes will be made for Projects within such categories as may be specified in the respective indentures supplemental hereto providing for the issue of Notes of such series.

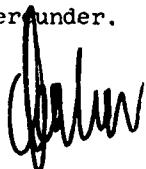
SECTION 6.03. So long as any of the Notes shall remain outstanding, the only obligations that shall be issued by the High Authority for money borrowed by it shall be Notes secured pursuant to the provisions of this Indenture; and Project Loans will be made by the High Authority only out of the proceeds of Notes and otherwise in the manner provided in this Indenture.

SECTION 6.04. The High Authority will maintain and collect levies, as provided in the Treaty, on the production of coal and steel by Enterprises within the jurisdiction of the Community, sufficient to provide, in addition to any other payments to be made therefrom, for any payment of the principal of and premium (if any) and interest on the Notes which cannot be promptly and fully paid from the receipts of the High Authority from Project Loans made with the proceeds of the Notes, or promptly and fully paid from its other funds; and

the High Authority will apply such levies, to the extent required, to the payment of the Notes and interest thereon.

SECTION 6.05. The High Authority, considering that it is essential that all creditors, direct and indirect, of the High Authority shall have assurance that no one of them will receive any preference over any of the others as to the aforesaid levies which the Treaty authorizes the High Authority to maintain and collect and which underlie the credit of the High Authority, and considering that the levies and the guaranty fund resulting from them should be at all times available to protect, without discrimination, all engagements of the High Authority, whatever their form, hereby states that it does not propose to create, and agrees that it will not create, any mortgage, pledge or other priority on its revenues coming from the levies or on the accumulated levies from time to time resulting therefrom, or, except as provided herein, on any other assets of the High Authority.

SECTION 6.06. The High Authority will pay or cause to be paid all taxes, duties, fees or other charges levied or imposed by any country or any political or taxing subdivision thereof on or in respect of this Indenture or any Enterprise Obligation or any security therefor or related Currency Undertaking or any moneys or other property received by the Depositary herunder.


John M. Murphy
Murphy

SECTION 6.07. The High Authority will pay to the Depositary and any bank or other sub-depository or agent employed by the Depositary hereunder such reasonable compensation for their services hereunder as shall be agreed upon with the High Authority. The Depositary shall have a lien on the Pledged Property, prior to the lien securing the Notes, for the payment of such compensation.

ARTICLE SEVEN

REMEDIES IN CASE OF DEFAULT

SECTION 7.01. In case any of the following events (herein called Events of Default) shall happen and be continuing:

(a) default shall be made in the prompt and full payment of any installment of principal of or interest on any Note or in the prompt and full payment or other satisfaction of any amortization obligation in respect of any Note, which shall not be cured by payment thereof within thirty days of the due date; or

(b) there shall be a material breach of any other of the covenants or conditions contained in this Indenture or any indenture supplemental hereto or in the Notes, which shall not be cured within ninety days after written notice thereof shall have been given to the High Authority and the Depositary by the holders of not less than 25% in principal amount of the Notes of any series at the time outstanding; or

(c) the Treaty shall be modified in a manner that shall adversely affect the capacity of the High Authority to perform its obligations under this Indenture or any indenture supplemental hereto or under the Notes and written notice of such modification shall have been given to the High Authority and the Depositary by the holders of a majority in principal amount of all the Notes at the time outstanding; then and in each such case, the principal of all Notes then outstanding hereunder (if not already due) may be declared to be due and payable immediately by written notice given to the High Authority and the Depositary by the holders of not less than a majority in principal amount of all the Notes at the time outstanding.

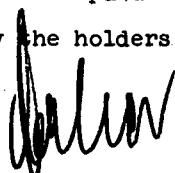
If, at any time after the principal of all the Notes shall have been so declared due and payable and before any judgment or decree for the payment of moneys due thereon shall have been entered, all arrears of interest upon all the Notes (with interest upon any overdue installments of interest at the rates expressed in the respective Notes) and all other sums due in respect of the Notes, except any principal payments which shall not have matured by their terms, shall have been duly paid by the High Authority and all defaults hereunder shall have been made good, the holders of a majority in principal amount of all the Notes then outstanding, by written notice given to the High Authority and to the Depositary, may rescind

Dean Manner
W. M. Palmer

such declaration; but no such rescission shall impair any right consequent on any subsequent default.

The Depositary may conclusively rely upon any statement contained in any written notice given to it pursuant to the provisions of this Section 7.01.

SECTION 7.02. In case the principal of all the Notes outstanding shall have been declared to be due and payable pursuant to a declaration (which shall not have been rescinded) made pursuant to Section 7.01, anything in this Indenture or in any supplemental indenture to the contrary notwithstanding, all further payments that shall be made by the Depositary to the holders of the Notes (other than payments in respect of which moneys shall previously have been set aside pursuant to Section 4.02), whether made out of payments received or collected by it in respect of, or out of the proceeds of the sale of, the Pledged Property or otherwise, shall be made pro rata to such holders, without regard to the series of the several Notes, in proportion to the principal amounts of the Notes held by them, respectively, and the unpaid interest accrued thereon, so that the payments received by the holders of each series of Notes in the currency in which such Notes are expressed shall be the same percentage of the principal of and unpaid interest on such Notes as the percentage of the principal of and unpaid interest on each other series of Notes received by the holders thereof in the currency in which such


Jean Bourassa
M. J. Irving

other Notes are expressed. Such payments shall be made from time to time on such dates as the Depositary shall determine, and each such payment shall be applied first to the payment of the interest accrued on such Notes to the date of payment and then to payment of the principal thereof.

The Depositary is hereby authorized, and the holder of each Note in accepting such Note shall thereby authorize the Depositary, to use any moneys held or received by it, including any moneys made available pursuant to a Currency Undertaking, and to convert any such moneys into any other currency or currencies, as it shall deem necessary in order to permit payments to be made to the holders of the Notes in accordance with this Section 7.02.

SECTION 7.03.(a) In case an Event of Default shall occur and be continuing, the holders of not less than a majority in principal amount of the outstanding Notes may, by written instrument or instruments filed with the Depositary, designate a bank or other financial institution or agency to act as the representative (hereinafter called the Representative) for all holders of Notes in matters relating to their rights hereunder, and any such Representative, on behalf of the holders of all outstanding Notes, shall have full authority to make any request upon, and give any instruction or consent to, the Depositary, and take any other action which the High Authority might make, give or take in accordance with the provisions hereof.



(b) The Representative shall have the right to direct and control all action to be taken for the protection of the security for the Notes and, with full power of substitution and delegation, to take such action to protect and enforce the rights of the holders of Notes under this Indenture by any appropriate form of legal or judicial proceedings, whether for the specific performance of any covenant or condition contained herein, or for the protection of the Enterprise Obligations or any security therefor or any related undertaking, or for any other appropriate remedy, all as such Representative shall determine. The Depositary will furnish to the Representative all such powers of attorney, written consents, instruments of transfer and other documents as the Representative shall request in writing in connection with any such action to be taken by the Representative or by any other person authorized by it to act on its behalf in connection therewith. The Representative shall have the further right, by a written instrument delivered to the Depositary, to appoint a bank or other financial institution or agency (including itself) as successor to the Depositary hereunder, and any bank, institution or agency so appointed shall, upon compliance with the provisions of Section 10.06, succeed to all the rights and powers and all the obligations of the Depositary hereunder, including all its rights, powers and obligations in respect of the Pledged Property.

(c) Neither the High Authority nor the Representa-

[Handwritten signatures]

tive, however, will be entitled to enforce an Enterprise Obligation or any security therefor as long as the issuing Enterprise is not in default under that Enterprise Obligation.

(d) No holder of any Note shall, as such holder, have any right to institute any proceeding for the enforcement of any security for the Notes.

ARTICLE EIGHT

SUPPLEMENTAL INDENTURES

SECTION 8.01. The High Authority and the Depositary may, and if required by the terms of this Indenture shall, enter into such notarial act or notarial acts constituting an indenture or indentures supplemental hereto as the High Authority shall determine for any one or more of the following purposes:

- (a) to transfer and assign to the Depositary to be held as a part of the Pledged Property any Enterprise Obligations and any security therefor and any related undertaking;
- (b) to provide for the issue under this Indenture of Notes of any series other than First Series Notes;
- (c) to close this Indenture against, or further to restrict, the issue of additional Notes hereunder;
- (d) to add further covenants, restrictions or conditions for the protection of the holders of Notes;

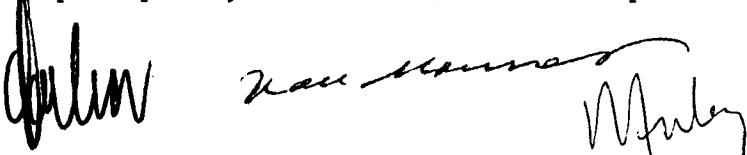
John W. Danner

(e) to specify additional defaults as Events of Default; and

(f) to cure any ambiguity or to correct any defect or inconsistent provision contained in this Indenture or in any supplemental indenture.

Any such supplemental indenture may be executed without the consent of the holders of any of the Notes at the time outstanding. The Depositary shall not be required, without its consent, to enter into any such supplemental indenture which shall in the opinion of the Depositary adversely affect its rights, powers, obligations and immunities hereunder.

SECTION 8.02. With the written consent of the holders of not less than 66-2/3% in principal amount of all the Notes at the time outstanding, the High Authority and the Depositary may enter into a notarial act or notarial acts constituting an indenture or indentures supplemental hereto for the purpose of modifying any of the terms or provisions contained in this Indenture or in any supplemental indenture or indentures or in any Note; provided, however, that (1) if any such supplemental indenture would alter the dates fixed for the payment of the principal of, or installments of interest on, any Note, or otherwise modify the terms of payment of such principal or interest or impose any conditions with respect to such payment, or alter the amount of principal of, or the rate of interest or premium

A photograph of two handwritten signatures. The signature on the left appears to be "Jean Monnet" and the signature on the right appears to be "M. Foley". Both signatures are cursive and written in black ink.

payable on, any of the Notes, or affect the rights of the holders of less than all the Notes of any series then outstanding, such supplemental indenture shall not be entered into without the consent of the holders of all Notes affected thereby, (ii) if any such supplemental indenture would affect the rights of the holders of one or more series, but less than all series, of the Notes then outstanding, such supplemental indenture shall not be entered into without the consent of the holders of at least 66-2/3% in principal amount of the Notes of each of the series affected thereby then outstanding and (iii) if any such supplemental indenture would reduce the aforesaid percentages of Notes, or of the Notes of any series, the consent of the holders of which shall be required for the authorization of any such modification, such supplemental indenture shall not be entered into without the consent of the holders of all outstanding Notes, or of all outstanding Notes of such series, as the case may be.

It shall not be necessary for the consent of the Noteholders under this Section 8.02 to approve the precise form of any proposed supplemental indenture, but it shall be sufficient if such consent shall approve the substance thereof.

SECTION 8.03. When any supplemental indenture shall have been entered into pursuant to the provisions of this Article Eight, this Indenture shall be deemed to be modified in accordance therewith and, except as herein expressly otherwise provided, all the terms and conditions of any such supple-

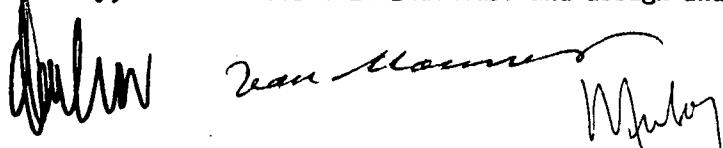


mental indenture shall be deemed to be part of the terms and conditions of this Indenture for all purposes. Notes thereafter issued may bear a notation as to any matter provided for in said supplemental indenture, and new Notes conforming to any modification of this Indenture contained in any such supplemental indenture may, if the High Authority so determines, be executed by the High Authority, authenticated by the Depositary and delivered in exchange for an equal principal amount of Notes previously outstanding.

ARTICLE NINE

SATISFACTION AND DISCHARGE

SECTION 9.01. If the High Authority shall pay or cause to be paid to the holders of all Notes outstanding hereunder the principal thereof, and the premium (if any) and interest thereon, at the times and in the manner stipulated therein, or shall provide for the payment thereof by depositing in a special account with the Depositary in the required currency or currencies the entire amount due or to become due thereon for principal, premium (if any) and interest, then this Indenture shall cease and all property, rights and interests theretofore conveyed or assigned in pledge to the Depositary shall revert to the High Authority, and the Depositary in such case, on written demand of the High Authority, shall cancel this Indenture and assign and

A photograph of two handwritten signatures. The signature on the left is "Jean Lamassoure" and the signature on the right is "M. Dubois". Both signatures are cursive and appear to be in black ink.

transfer to or on the order of the High Authority all cash and other property then held by the Depositary hereunder.

SECTION 9.02. Any moneys (other than moneys referred to in the proviso in Section 4.02 relating to unclaimed moneys) held by or for account of the Depositary hereunder for the payment of principal of or premium or interest on the Notes and remaining unclaimed for six years after all the Notes shall have become due and payable, either at maturity or upon call for redemption, shall be paid to the High Authority. No such payment of moneys to the High Authority shall relieve it of the obligation to pay the principal of or premium or interest on any Note upon the due subsequent presentation thereof to the High Authority, subject to any applicable period of limitation prescribed by law.

ARTICLE TEN

MISCELLANEOUS

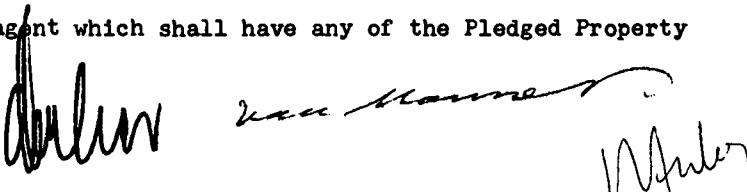
SECTION 10.01. Nothing expressed in or to be implied from this Indenture or the Notes shall be construed to give to any person, other than the parties hereto and the holders of the Notes, any right, remedy or claim under this Indenture or under any covenant or condition herein contained; this Indenture and all covenants and conditions hereof being intended to be for the exclusive benefit of the parties hereto

and of the holders of the Notes issued hereunder.

SECTION 10.02. No recourse under or upon any covenant contained in this Indenture or in any Note, or because of the creation of any indebtedness hereby authorized, shall be had against any member or official or other representative, past, present or future, as such, of the High Authority, whether by virtue of any statute or rule of law or by the enforcement of any assessment or penalty or otherwise, it being expressly agreed and understood that this Indenture and the Notes are solely obligations of the High Authority and that no personal liability whatever shall attach to or be incurred by the members or officials or other representatives, as such, of the High Authority because of the execution of this Indenture or the Notes.

SECTION 10.03. The Depositary agrees to carry out the provisions of this Indenture upon the terms and conditions thereof, including the following, to all of which the parties hereto and the holders of the Notes agree:

(a) The Depositary will use reasonable care in the selection of sub-depositaries and agents employed by it as hereinafter provided and in the safekeeping of any part of the Pledged Property in its actual custody, and will require each such sub-depository or agent which shall have any of the Pledged Property

Handwritten signatures of Jean Monnet and Walter. The signature of Jean Monnet is written in cursive script above the signature of Walter, who is also in cursive script.

in its custody to agree in writing to use reasonable care in the safekeeping thereof.

(b) The Depositary may employ, as sub-depositaries and other agents, banks or other recognized financial institutions approved by the High Authority which shall, at the direction and for the account of the Depositary, receive and hold Enterprise Obligations and other instruments and moneys constituting part of the Pledged Property, receive and collect payments made upon such Enterprise Obligations and make payments when due upon Related Notes, and shall, upon the authority of and on behalf of the Depositary, perform such of its other duties hereunder as the Depositary shall from time to time direct. The Depositary may authorize any agent (including an individual) selected by the Depositary for the purpose to authenticate, upon the authority of and on behalf of the Depositary, the Notes of any series issued hereunder as hereinbefore provided. The Depositary shall not be responsible for any action taken by any sub-depository or agent selected by it in accordance with subparagraph (a) above. The Depositary may, and at the request of the High Authority prior to an Event of Default or of the Representative after an Event of Default shall, revoke the power and authority of any such sub-depository

or agent and/or require it to transmit to or upon the order of the Depositary any of the Pledged Property held by such sub-depository or agent.

(c) The Depositary may act upon any notice, request, instruction, opinion, consent, certificate, appraisal report, letter, telegram, cablegram, radiogram, document or other paper believed by it to be genuine or to have been signed, sent or presented by the proper persons or properly authorized or duly made.

(d) The Depositary shall not be responsible for the performance of any duties under this Indenture except such duties as are specifically set forth in this Indenture, and no implied covenants or obligations shall be read into this Indenture against the Depositary, but the duties and obligations of the Depositary shall be determined solely by the express provisions of this Indenture.

(e) The Depositary may in its discretion require, before recognizing anyone as a holder of Notes, that the Notes claimed to be held be submitted to the Depositary for inspection and title thereto established to its satisfaction.

(f) The Depositary shall not be responsible or accountable to anyone, either by reason of its execution

Dulm *Read* *Murphy*
Murphy

of this Indenture or any indenture supplemental hereto or any certificate of authentication on any Note or for any other reason whatsoever, with respect to the validity of this Indenture or of any indenture supplemental hereto or of the Notes, or for the validity or value of any Pledged Property, or for any act done or omitted by it in good faith, or for anything whatever in connection with this Indenture or any indenture supplemental hereto or any Note, except for its own wilful misconduct or failure to exercise reasonable care in the performance of its duties hereunder.

(g) In acting hereunder, the Depositary may advise with legal counsel and (subject to the provisions of subparagraph (f) above) shall be fully protected with respect to any action taken or suffered by it in good faith in accordance with the opinion of such counsel.

(h) The High Authority agrees to indemnify the Depositary for, and to hold it harmless against, any loss, liability or expense incurred by it, arising out of or in connection with the performance of its services hereunder, as well as the costs and expenses of defending against any claim of liability in the premises.

(i) The Depositary shall not be accountable for interest on any funds held by it hereunder, except in accordance with such agreement as it may make with

John *Dear Maister* *Wulky*

respect thereto with the High Authority. The payment of interest by sub-depositaries and agents on funds held by them hereunder shall be in accordance with agreements entered into by such sub-depositaries and agents with the High Authority and approved by the Depositary.

SECTION 10.04. The Depositary, or any depositary hereafter appointed, may resign and be fully discharged from all further responsibility hereunder, upon giving six months' notice in writing to the High Authority, or such shorter notice as the High Authority may accept as sufficient, in which notice there shall be stated a date when such resignation shall take effect; and such resignation shall take effect on the day specified in said notice unless previously a successor depositary shall be appointed as hereinafter provided, in which event such resignation shall take effect immediately upon the appointment of such successor depositary.

SECTION 10.05. In case a vacancy shall arise from any cause in the depositaryship under this Indenture, the High Authority shall promptly appoint a new depositary in its place. Such appointment by the High Authority shall be attested by the certificate in writing of its President or other duly authorized representative. Any depositary so appointed hereunder shall be a bank or other financial institution or

Three handwritten signatures are present: 'Julian' on the left, 'Max Manner' in the center, and 'Murphy' on the right.

agency in good standing and shall be approved by the holders of a majority in principal amount of all the Notes at the time outstanding.

SECTION 10.06. Any successor depositary appointed by the High Authority pursuant to Section 10.05 and any successor depositary appointed by the Representative of the Note-holders pursuant to Section 7.03 shall sign and deliver to the High Authority an instrument accepting such appointment hereunder, and thereupon such successor depositary, without any further act, deed or conveyance, shall become vested with all the rights and powers and all the obligations of its predecessor hereunder, with like effect as if originally named as Depositary hereunder; but, nevertheless, on the written request of the High Authority or of the successor depositary, the depositary ceasing to act shall enter into a notarial act transferring to such successor depositary all the rights and powers hereunder of the depositary so ceasing to act, and shall deliver (subject to the lien provided for in Section 6.07) to such successor depositary all the Pledged Property and other assets and moneys held by it hereunder. Upon request of any such successor depositary, the High Authority shall enter into such notarial acts constituting indentures supplemental hereto and other instruments in writing as shall be appropriate for vesting in such successor depositary all such rights and powers.

SECTION 10.07. Immediately upon the appointment of a successor depositary by the High Authority or by the Representative, the High Authority shall give notice thereof by publication in the Official Gazette of the Community.

SECTION 10.08. The Depositary shall give to each person who is named as a payee in an outstanding Note and whose address is known to the Depositary and to each holder of an outstanding Note whose name and address have been filed with the Depositary for that purpose, (i) a copy of any notice given as provided in Section 10.04, (ii) a copy of any notice published as provided in Section 10.07 and (iii) written notice of the happening of any Event of Default known to the Depositary, within 10 days after the happening thereof; provided, however, that the Depositary shall not be required to give any notice of any default which has been cured.

SECTION 10.09. For the purpose of determining whether the holders of a specified amount of Notes shall have taken any action provided for in this Indenture, the principal amount of all outstanding Notes shall be computed in United States dollars and the principal amount of any Note expressed to be payable in a different currency or currencies shall be deemed to be the equivalent principal amount in such dollars at the ratio between the then existing par value of United

Dear Chairman
W. A. Butler

States dollars and of the other currency or currencies as at that time agreed with the International Monetary Fund. If such a par value does not exist with respect to any currency involved, then the rate shall be that at which the Central Bank or other monetary authority of the country issuing the currency sells dollars for such currency. In the event that there is more than one such selling rate, the rate for the purposes of this section shall be the selling rate for dollars applicable to the greatest amount by value of commercial imports during the previous calendar year into the country issuing the currency. Any Notes which to the knowledge of the Depositary are at the time held by or for the account of the High Authority shall not be deemed to be outstanding for any purpose in connection with any computation pursuant to this Section.

SECTION 10.10. Any notice, demand or request or other instrument required by this Indenture to be signed by Noteholders may be in any number of concurrent writings of similar tenor and may be signed by such Noteholders in person or by agent appointed in writing. The due execution of any such notice, demand, request or other instrument shall be conclusively proved by a duly executed certificate of a notary or other government official authorized to take oaths before whom such certificate shall have been executed. The fact of

*Notary Public**M. Murphy*

the holding by any person of Notes which are not registered as to principal and are transferable by delivery or endorsement, and the amounts and numbers of such Notes and the date of holding the same, may be proved by a certificate executed by any bank or banker or other institution, wherever situated, if such certificate shall be deemed by the Depositary to be satisfactory, showing that at the date therein mentioned such person had on deposit with or exhibited to such bank, banker or other institution a Note or Notes bearing a specified serial number or numbers described in such certificate. The holding by any person named in such certificate of any Note specified therein shall be presumed to continue until written notice to the contrary is served on the Depositary. The ownership of registered Notes shall be proved by the registration books kept as provided in any indenture supplemental hereto authorizing the issuance of such Notes.

SECTION 10.11. Any action by the holder of any Note shall bind all future holders of the same Note in respect of anything done or permitted by the High Authority or by the Depositary in pursuance thereof.

SECTION 10.12. All notices, requests and instructions shall be deemed to have been duly given if sent by registered letter, or sent by cable and confirmed by registered letter, addressed to the following addresses respectively, or

to such other addresses as may from time to time be designated in writing by the party who is to receive such notice, request or instruction: (a) if to the High Authority -- to The High Authority of the European Coal and Steel Community, Luxembourg; (b) if to the Depositary -- to Bank for International Settlements, Basle, Switzerland.

SECTION 10.13. In case any one or more of the provisions contained in this Indenture or in the Notes should be invalid or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and in the Notes shall not in any way be affected or impaired thereby.

SECTION 10.14. The holder of each Note in accepting such Note shall thereby consent to all the provisions of this Indenture and agree to be bound by all such provisions.

This Act and the annexes thereto have been read by me the Notary to the Appearers, who, having been questioned by me, have declared that it is in conformity with their wills and who, together with me the Notary, have signed this Act at the foot hereof and in the margin of the intervening sheets.

Signed Jean Moerman
Signed M. Faber
Signed M. M., Notary



ANNEX A

Extract from the Minutes of the Session
of the High Authority of the European Coal
and Steel Community of November 24, 1954

RESOLUTION

approving and authorizing the signing of an
Act of Pledge to be entered into by the High
Authority of the European Coal and Steel
Community and the Bank for International
Settlements.

Present: Messrs. Jean MONNET, Albert COPPE, Léon DAUM,
Paul FINET, Heinz POTTHOFF,
Dirk SPIERENBURG.

The Session was presided over by Mr. MONNET, President of
the High Authority.

" The High Authority approves the proposed Act of Pledge
providing for the securing of the Secured Notes of the High
Authority, to be entered into by the High Authority of the European
Coal and Steel Community and the Bank for International Settlements,
in the form of the text submitted to this meeting.

" The High Authority, therefore, authorizes its President,
Mr. Jean MONNET, to sign such Act of Pledge on behalf of the
High Authority of the European Coal and Steel Community in
such form, with such changes therein as he shall by his signature
thereof approve.

" The President states that this resolution is adopted in accordance
with the conditions laid down in Article XIII of the Treaty".

HEREBY CERTIFY THAT THIS IS A TRUE COPY

Secretary of the High Authority

(M. Kohnstamm)

ANNEX B

BANK FOR INTERNATIONAL SETTLEMENTS

BASLE
26th April 1954.

Dear Sirs,

We beg to transmit herewith, for your information, a revised list of the facsimile signatures of those authorised to sign on behalf of the Bank for International Settlements.

The present list replaces the lists circulated prior to 26th April 1954.

Yours faithfully,



President.

Copy certified correct

a. fischer
Secretary General.



The Bank for International Settlements is legally committed vis-à-vis third parties for all operations which it may transact

(a) by the individual signature of the President, who will sign:

Maurice Frère
President



(b) by the individual signature of the Alternate of the President, who will sign:

Roger Auboin
General Manager
Alternate of the President



(c) by the joint signatures of two of the following members of the Management, under the title:

BANK FOR INTERNATIONAL SETTLEMENTS

M. M. van Zeeland,
First Manager,
Head of the Banking
Department, who will sign:

M. van Zeeland
First Manager



Mr O. Berntsen,
Manager,
who will sign:

Oluf Berntsen
Manager



Mr F. G. Conolly,
Manager,
who will sign:

F. G. Conolly
Manager



Signor A. Ferrari,
Secretary General,
who will sign:

A. Ferrari
Secretary General



(d) by the joint signatures of

(1) one of the members of the Management indicated under (c) above

and

(2) one of the following gentlemen,

under the title:

BANK FOR INTERNATIONAL SETTLEMENTS

Mr S. G. Binnerts,
Assistant Manager,
who will sign:

Binnerts
Assistant Manager



M. G. Royot,
Sub-Manager,
who will sign:

Georges Royot
Sub-Manager



Signor W. Roncagli,
Head of Section,
who will sign:

Roncagli
Head of Section



Mr M. H. Parker,
Head of Section,
who will sign:

Malcolm Parker
Head of the
Administrative Section



Mr A. N. Barltrop,
Chief Accountant,
who will sign:

A. N. Barltrop
Chief Accountant



ANNEX C

HIGH AUTHORITY OF THE EUROPEAN COAL AND STEEL COMMUNITY

SECURED NOTE

under Indenture dated November , 1954.

(Dollar Payment First Series Note)

No. Luxembourg

\$, 1954.

FOR VALUE RECEIVED, the High Authority of the European Coal and Steel Community (hereinafter referred to as the "High Authority") hereby promises to pay to

or order, at ,

the principal sum of

Dollars (\$)

in lawful money of the United States of America in twenty-two annual installments on the dates and in the amounts set forth below:

<u>Date</u>	<u>Installment of Principal</u> [Here set forth the Dollar amounts corresponding to the following percentages of the principal amount of the Note]
May 1, 1958	\$ [2.9%]
May 1, 1959	[3.1%]
May 1, 1960	[3.2%]
May 1, 1961	[3.3%]

May 1, 1962	[3.4%]
May 1, 1963	[3.6%]
May 1, 1964	[3.7%]
May 1, 1965	[3.9%]
May 1, 1966	[4.0%]
May 1, 1967	[4.2%]
May 1, 1968	[4.3%]
May 1, 1969	[4.5%]
May 1, 1970	[4.7%]
May 1, 1971	[4.9%]
May 1, 1972	[5.0%]
May 1, 1973	[5.2%]
May 1, 1974	[5.4%]
May 1, 1975	[5.7%]
May 1, 1976	[5.9%]
May 1, 1977	[6.1%]
May 1, 1978	[6.4%]
May 1, 1979	[6.6%]

and to pay interest in like money from the date hereof on May 1 of each year at the rate of three and seven-eighths per cent. (3-7/8%) per annum on the unpaid principal balance of this Note from time to time outstanding.

The principal of this Note and the interest thereon shall be payable without deduction for any present or future taxes, duties, fees or other charges levied or imposed thereon or on this Note or the holder hereof by or within any member country of the European Coal and Steel Community or Switzerland or any political or taxing subdivision of any such member country or Switzerland.

The High Authority hereby reserves the right to pre-pay at any time and from time to time, without penalty or premium, all or any part of the principal of this Note by payment of the principal amount so prepaid with interest thereon

to the date of prepayment. Any such prepayment shall be applied pro rata to the installments of principal on this Note.

This Note is one of the Secured Notes of the High Authority (hereinafter referred to as the "Notes"), issuable in series, and is one of a series of the Notes designated "Secured Notes, First Series", all issued and to be issued under, and equally secured by, the Act of Pledge (hereinafter referred to as the "Indenture") dated November , 1954, entered into by the High Authority and Bank for International Settlements, Basle, Switzerland, as Depositary, to which Indenture and all indentures supplemental thereto reference is hereby made for a description of the terms and conditions upon which the Notes are secured.

In case an Event of Default, as defined in the Indenture, shall occur, the principal of all the Notes at any such time outstanding under the Indenture may be declared due and payable, and any such declaration may subsequently be rescinded, upon the conditions and in the manner and with the effect provided in the Indenture.

The High Authority hereby waives any diligence, presentment, demand, protest or notice of nonpayment or dishonor with respect to this Note.

This Note is a general obligation of the High Authority which hereby pledges its full faith and credit for the payment of the principal of this Note and the interest thereon in accord-

ance with its terms.

HIGH AUTHORITY OF THE EUROPEAN COAL AND STEEL COMMUNITY

by _____
(Title)

by _____
(Title)

This Note is one of the Secured Notes, of the series
designated therein, referred to in the within-mentioned Inden-
ture.

BANK FOR INTERNATIONAL SETTLEMENTS,
Depository

by _____
Authorized Representative

ANNEX D

HIGH AUTHORITY OF THE EUROPEAN COAL AND STEEL COMMUNITY

SECURED NOTE

under Indenture dated November , 1954

(Optional Payment First Series Note)

No. Luxembourg

\$, 1954.

FOR VALUE RECEIVED, the High Authority of the European Coal and Steel Community (hereinafter referred to as the "High Authority") hereby promises to pay to

, or order, at ,

the principal sum of

in lawful money of the United States of America in twenty-two annual installments on the dates and in the amounts set forth below:

<u>Date</u>	<u>Installment of Principal</u>	
May 1, 1958	\$	[2.9%]
May 1, 1959		[3.1%]
May 1, 1960		[3.2%]
May 1, 1961		[3.3%]
May 1, 1962		[3.4%]
May 1, 1963		[3.6%]
May 1, 1964		[3.7%]

May 1, 1965	[3.9%]
May 1, 1966	[4.0%]
May 1, 1967	[4.2%]
May 1, 1968	[4.3%]
May 1, 1969	[4.5%]
May 1, 1970	[4.7%]
May 1, 1971	[4.9%]
May 1, 1972	[5.0%]
May 1, 1973	[5.2%]
May 1, 1974	[5.4%]
May 1, 1975	[5.7%]
May 1, 1976	[5.9%]
May 1, 1977	[6.1%]
May 1, 1978	[6.4%]
May 1, 1979	[6.6%]

and to pay interest in like money from the date hereof on May 1 of each year at the rate of three and seven-eighths per cent. (3-7/8%) per annum on the unpaid principal balance of this Note from time to time outstanding.

At the option of the High Authority, the principal of this Note and the interest thereon may be paid in whole or in part in (name of currency) at the rate of (number of units and name of currency) to one United States dollar.

The principal of this Note and the interest thereon shall be payable without deduction for any present or future taxes, duties, fees or other charges levied or imposed thereon or on this Note or the holder hereof by or within any member country of the European Coal and Steel Community or Switzerland or any political or taxing subdivision of any such member country or Switzerland.

The High Authority hereby reserves the right to pre-

pay at any time and from time to time, without penalty or premium, all or any part of the principal of this Note by payment of the principal amount so prepaid with interest thereon to the date of prepayment. Any such prepayment shall be applied pro rata to the installments of principal on this Note.

This Note is one of the Secured Notes of the High Authority (hereinafter referred to as the "Notes"), issuable in series, and is one of a series of the Notes designated as "Secured Notes, First Series", all issued and to be issued under, and equally secured by, the Act of Pledge (hereinafter referred to as the "Indenture") dated November , 1954, entered into by the High Authority and Bank for International Settlements, Basle, Switzerland, as Depositary, to which Indenture and all indentures supplemental thereto reference is hereby made for a description of the terms and conditions upon which the Notes are secured.

In case an Event of Default, as defined in the Indenture, shall occur, the principal of all the Notes at any such time outstanding under the Indenture may be declared due and payable, and any such declaration may subsequently be rescinded, upon the conditions and in the manner and with the effect provided in the Indenture.

The High Authority hereby waives any diligence, presentment, demand, protest or notice of nonpayment or dishonor with respect to this Note.

This Note is a general obligation of the High Authority which hereby pledges its full faith and credit for the payment of the principal of this Note and the interest thereon in accordance with its terms.

HIGH AUTHORITY OF THE EUROPEAN COAL AND STEEL COMMUNITY

by _____
(Title)

by _____
(Title)

This Note is one of the Secured Notes, of the series designated therein, referred to in the within-mentioned Indenture.

BANK FOR INTERNATIONAL SETTLEMENTS,
Depositary

by _____
Authorized Representative

MEXICAN AGRICULTURAL WORKERS TIAS 3127
Non-occupational Insurance Nov. 19, 1954

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

- Effectuated by Exchange of Notes
Dated at México November 19, 1954
- Entered into force November 19, 1954

*The Mexican Secretary for Foreign Relations to the
American Ambassador^[1]*

SECRETARIA DE RELACIONES EXTERIORES
ESTADOS UNIDOS MEXICANOS
MEXICO^[2]

20181

México, D. F., a 19 de noviembre de 1954.

SEÑOR EMBAJADOR:

En el canje de notas que se llevó al cabo el 10 de marzo de 1954 (nota 815 de la Embajada a su digno cargo y nota 20015-1 de esta Secretaría), el Gobierno de México, como recordará Vuestra Excelencia, se reservó el derecho de estudiar e instituir un plan para asegurar a los Trabajadores Mexicanos contra accidentes y enfermedades no profesionales, por medio del cual un organismo mexicano autorizado se encargará de recibir los descuentos que hará el Patrón para este efecto en los jornales de los Trabajadores y que asumirá plenamente la responsabilidad de pagar todos los gastos que ocasione la atención por accidentes y enfermedades no profesionales del Trabajador.

En las notas arriba citadas se estableció, asimismo, que el plan de referencia se ajustará a los requisitos aplicables de las leyes sobre seguros de los diversos Estados de los Estados Unidos en donde se lleve a la práctica y que proveerá seguro de vida y suficiente protección, así como arreglos adecuados para garantizar que los Trabajadores que sufran accidentes y enfermedades no profesionales reciban oportunamente la hospitalización y la atención médica y quirúrgica necesarias.

Con estos antecedentes, tengo el honor de comunicar ahora a Vuestra Excelencia que el Gobierno de México ha designado al Instituto Mexicano del Seguro Social para que provea de seguros de vida y por riesgos no profesionales a los Trabajadores Mexicanos y lo ha autorizado para que reciba los descuentos que, para el caso,

¹ The English language version of this note is quoted in the American Embassy note No. 439; see *post*, p. 2722.

² In translation reads:

"MINISTRY OF FOREIGN RELATIONS
UNITED MEXICAN STATES
MEXICO."

harán los Patrones según lo estipulado en el inciso g) del Artículo 6 del Contrato de Trabajo.

El Instituto Mexicano del Seguro Social es un organismo público descentralizado con patrimonio propio y que está plenamente capacitado por sus recursos técnicos y económicos para responder de las obligaciones que se le señalan en las siguientes bases:

1o.—El Instituto Mexicano del Seguro Social tomará a su cargo el riesgo total por seguro de vida. Si el Gobierno de los Estados Unidos de América lo considera conveniente, otorgará, ante la dependencia gubernamental norteamericana que se señale, una fianza o garantía suficiente para responder de las obligaciones derivadas del embalsamamiento, funeral, transporte de cadáver y gastos conexos hasta por la cantidad de Dls. 350.00 cuando dichos gastos deban ser erogados en todo o en parte en territorio de los Estados Unidos de América.

2o.—El mismo Instituto será responsable, igualmente en su totalidad, por las prestaciones en dinero que deban pagarse en México a consecuencia de riesgos no profesionales.

3o.—El Instituto Mexicano del Seguro Social proporcionará los servicios de hospitalización, atención médica y quirúrgica y suministro de medicamentos a los trabajadores mexicanos, ajustándose a los requisitos aplicables de las leyes sobre seguros de los diversos Estados de Estados Unidos, cuando así proceda, por cualquiera de los siguientes procedimientos que en cada caso estime más conveniente: a) celebrando con empresas de los Estados Unidos de América contratos especiales para la prestación de tales servicios; b) por conducto de instituciones especializadas norteamericanas que acepten actuar como agencias del Instituto Mexicano del Seguro Social en los términos del contrato que al efecto se concierte y c) mediante la obtención de pólizas de seguro en cualquier compañía de seguros responsable y autorizada para operar, que esté dispuesta a otorgar dichos seguros a precios de competencia en el área de empleo.

4o.—El Instituto Mexicano del Seguro Social fijará, con la aprobación del Gobierno de México, las primas que se descontarán a los Trabajadores por seguro de vida y por el de accidentes no profesionales y las comunicará, por los conductos debidos, al Departamento del Trabajo del Gobierno de los Estados Unidos de América para los efectos señalados en el convenio internacional.

5o.—Los descuentos que los Patrones harán a los Trabajadores de las primas correspondientes a los seguros de vida y enfermedades no profesionales serán remitidos por ellos a los centros de contratación a

disposición de los agentes autorizados del Instituto Mexicano del Seguro Social.

6o.-El Instituto Mexicano del Seguro Social designará agentes inspectores, debidamente acreditados, con la misión de vigilar el cumplimiento de los contratos de agencia, prestación de servicios o de seguro que se celebren con empresas norteamericanas, así como, en general, para observar el funcionamiento del plan en todos sus aspectos.

He de agradecer a Vuestra Excelencia que tenga a bien comunicarme la conformidad del Gobierno de los Estados Unidos de América con el plan que arriba se detalla, a fin de que el mismo se ponga en ejecución tan pronto como sea posible.

Aprovecho esta oportunidad para reiterar a Vuestra Excelencia las seguridades de mi más alta consideración.

L. P N.

Al Excelentísimo Señor FRANCIS WHITE,
*Embajador Extraordinario y Plenipotenciario de los
Estados Unidos de América,
Ciudad.*

*The American Ambassador to the Mexican Secretary
for Foreign Relations*

No. 439

México, D. F., November 19, 1954.

EXCELLENCY:

I have the honor to acknowledge the receipt of Your Excellency's Note No. 20,181, dated November 19, 1954, which reads as follows:

"In the exchange of notes which took place on March 10, 1954 (Note 815 of the Embassy in your worthy charge and Note No. 20015-1 of this Ministry), [1] the Government of México, as Your Excellency will recall, reserved the right to study and to institute a plan for non-occupational insurance for injuries and illnesses for Mexican Workers, under which an authorized Mexican organization will assume charge of receiving the deductions which shall be made by the employer from the Workers' wages and assume full responsibility for the payment of all expenses for non-occupational injuries and illnesses.

¹ Treaties and Other International Acts Series 2932; 5 UST 379.

"In the notes above cited it was likewise established that the plan referred to shall conform to the applicable requirements of the insurance laws of the various States of the United States in which it will be instituted; and shall provide life insurance and sufficient coverage and adequate arrangements to assure that Workers suffering non-occupational injuries and illnesses will have available promptly necessary medical, surgical, and hospital care.

"With this background, I have the honor now to communicate to Your Excellency that the Government of México has designated the Mexican Social Security Institute to insure the Mexican Workers for life and non-occupational hazard and has authorized it to receive the deductions that, in this connection, the Employers will make, as stipulated in Paragraph g of Article 6 of the Work Contract.

"The Mexican Social Security Institute is a decentralized public organization having independent capital, and is fully enabled by its technical and economic resources to assume its obligations as set forth in the following bases:

"1st—The Mexican Social Security Institute shall assume complete responsibility for life insurance. If the Government of the United States of America deems it desirable it will post a bond or guarantee with the indicated American governmental department in an amount sufficient to cover the obligations arising from the embalming, funeral, transportation of the body, and other related expenses, up to the amount of \$350 dollars when such expenses are payable in whole or in part in territory of the United States of America.

"2nd—The Institute itself will be wholly responsible for advances in cash payable in México as a result of non-occupational risks.

"3rd—The Mexican Social Security Institute shall provide medical, surgical, and hospital care and furnish medication for the Mexican Workers, conforming to the applicable requirements of the insurance laws of the various States of the United States, when such is the case, by whichever of the following procedures it deems most convenient: a) by entering into special contracts with companies in the United States of America to render such services; b) through specialized American institutions which agree to act as agencies of the Mexican Social Security Institute under the terms of a contract to be agreed upon for the purpose; and c) by obtaining insurance policies from any responsible licensed insurance company, which is disposed to issue said insurance at competitive prices in the area of employment.

"4th—The Mexican Social Security Institute, with the approval of the Mexican Government, shall fix the premiums to be deducted from the Workers' wages for life insurance and for non-occupational injuries and, through the proper channels, shall make them known to the Department of Labor of the Government of the United States of America for the purposes set forth in the international agreement.

"5th—The deductions that the Employers shall make from the Workers' wages for life insurance and non-occupational illnesses shall be remitted by them to the contracting centers for disposition by the authorized agents of the Mexican Social Security Institute.

"6th—The Mexican Social Security Institute shall appoint duly accredited inspecting agents, whose duty shall be to oversee the fulfillment of agency contracts and contracts for the rendering of services, or insurance which may be entered into with American companies, as well as, in general, to observe the operation of the plan in all its aspects.

"I would appreciate it if Your Excellency would be kind enough to communicate to me the agreement of the Government of the United States of America with the plan set forth above in order that it may be put into effect as soon as possible.

"I avail myself of this opportunity to reiterate to Your Excellency the assurances of my highest consideration."

In reply, I have the honor to advise Your Excellency of the agreement of the Government of the United States of America with the plan set forth in the Note under acknowledgment, in order that it may be put into operation as soon as convenient to the Mexican Government.

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

FRANCIS WHITE

His Excellency

Sefior Licenciado LUIS PADILLA NERVO,
Secretary for Foreign Relations,
México, D.F.

RELIEF SUPPLIES AND EQUIPMENT

**TIAS 3128
Oct. 21 and 25,
1954**

Duty-Free Entry and Exemption From Internal Taxation

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

- Effectuated by Exchange of Notes
Signed at Lima October 21 and 25, 1954
- Entered into force October 29, 1954

The American Ambassador to the Peruvian Minister of Foreign Affairs

EMBASSY OF THE
UNITED STATES OF AMERICA,
Lima, October 21, 1954.

No. 127

EXCELLENCY:

I have the honor to refer to the Embassy's note No. 357 of May 26, 1954,[¹] and to subsequent conversations between representatives of our two Governments relating to the extension of certain facilities to United States voluntary relief and rehabilitation agencies for the distribution of United States surplus agricultural food products in Peru. As a consequence of these conversations, the Government of the United States of America proposes the following agreement to the Government of Peru:

1. The Government of Peru shall accord duty-free entry into all Peruvian ports, as well as exemption from internal taxation, of supplies of goods approved by the Government of the United States, donated to or purchased by United States voluntary, nonprofit relief and rehabilitation agencies qualified under United States Government Regulations, and consigned to such organizations, including branches of these agencies in Peru which have been or hereafter shall be approved by the Government of Peru, provided that such duty-free entry and exemption from internal taxation shall apply only to such goods as have been requested pursuant to agreements between the Government of Peru and such organizations, or which have been imported in accordance with programs approved by the Government of Peru.
2. Such supplies shall include for the present only shipments of dried milk, but the Government of Peru may in the future by a note to the Embassy of the United States give notice of the extension to other approved goods of the treatment accorded in Article One above.
3. Duty-free treatment on importation and exportation, as well as exemption from internal taxation, shall also be accorded to supplies and equipment imported by organizations approved by both Governments for the purpose of carrying out operations under this agreement. Such supplies and equipment shall not include items for the personal use of agencies' field representatives.

¹ Not printed.

4. The cost of transporting such supplies and equipment (including port, handling, storage, and similar charges, as well as transportation) within Peru, to the ultimate beneficiary will be borne by the Government of Peru.

5. The supplies furnished by the voluntary agencies shall be considered supplementary to the supplies which individuals would otherwise receive.

6. Individual organizations carrying out operations under this agreement may enter into additional arrangements with the Government of Peru, and this agreement shall not be construed to derogate from any benefits secured by any such organizations in existing agreements with the Government of Peru.

If the foregoing understandings meet with the approval of the Government of Peru, this note and Your Excellency's note in reply will constitute an agreement between our two Governments on this subject, the agreement to enter into force on the date of receipt of your reply note.^[1]

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

HAROLD H. TITTMANN

His Excellency

Dr. DAVID AGUILAR CORNEJO,
Minister of Foreign Affairs, Lima.

The Peruvian Minister of Foreign Affairs to the American Ambassador

MINISTERIO DE RELACIONES EXTERIORES

NUMERO (M):-6-3/53

LIMA, 25 de octubre de 1954.

SEÑOR EMBAJADOR:

Tengo el agrado de referirme a la nota de Vuestra Excelencia N° 127, fechada el 21 del presente, por la que en relación con la nota de esa Embajada N° 357, de 26 de mayo último y de conformidad con las conversaciones tenidas al respecto, propone la concertación de un acuerdo entre el Gobierno del Perú y el de los Estados Unidos para el otorgamiento de exenciones y facilidades a las agencias de rehabilitación y socorro no lucrativas de los Estados Unidos para la distribución en el Perú de productos agrícolas alimenticios sobrantes.

El Gobierno del Perú atendiendo a que los abastecimientos a que se refiere el acuerdo serán proporcionados en forma gratuita, está dispuesto a conceder el libre ingreso al país de tales abastecimientos,

¹ Oct. 29, 1954.

y, como consecuencia de las conversaciones realizadas al efecto, conviene en celebrar con el de Vuestra Excelencia el siguiente acuerdo:

"1.—El Gobierno del Perú admitirá el ingreso libre de derechos en todos los puertos peruanos, así como la exoneración de impuestos internos a los abastecimientos de mercaderías aprobadas por el Gobierno de los Estados Unidos, donados o comprados por las agencias de rehabilitación y socorro voluntario no-lucrativas de los Estados Unidos debidamente calificadas por los reglamentos del Gobierno de los Estados Unidos, y consignados a tales entidades, incluyendo las sucursales de estas agencias en el Perú, que hayan sido o que en adelante sean aprobadas por el Gobierno del Perú, siempre que dicha liberación de derechos de ingreso y exención de impuestos internos se aplique únicamente a aquellos artículos que hayan sido solicitados conforme a acuerdos entre el Gobierno peruano y dichas organizaciones o importados de acuerdo con programas aprobados por el Gobierno peruano.

2.—Tales abastecimientos incluirán por ahora solamente embarques de leche en polvo, pero el Gobierno del Perú podrá en el futuro por nota a la Embajada de los Estados Unidos dar a conocer la ampliación a otras mercaderías aprobadas del tratamiento acordado en el artículo 1 precedente.

3.—También se acordará tratamiento libre de derechos a la importación y exportación, así como la exoneración de impuestos internos, a los suministros y equipos importados por las entidades autorizadas por los dos gobiernos con el propósito de efectuar operaciones según este acuerdo. Tales abastecimientos y equipos no incluirán artículos de uso personal para los representantes de las agencias locales.

4.—El costo del transporte de tales suministros y equipos (inclusive gastos portuarios, de manejo, almacenaje, y gastos similares, así como el transporte) dentro del Perú, hasta el último beneficiario serán sufragados por el Gobierno del Perú.

5.—Los abastecimientos suministrados por las agencias voluntarias serán considerados como complementarios a los abastecimientos que, de otra manera, los particulares podrían recibir por otra razón.

6.—Las entidades privadas que llevan a cabo operaciones de conformidad con este acuerdo podrán efectuar arreglos adicionales con el Gobierno peruano y este acuerdo no deberá ser interpretado como derogatorio de ninguno de los beneficios alcanzados por cualquiera de tales entidades en acuerdos existentes con el Gobierno del Perú."

El Gobierno del Perú entiende que de acuerdo con lo propuesto en la nota de Vuestra Excelencia que contesto, este acuerdo que se celebra por cambio de notas, deberá entrar en vigencia en la fecha que Vuestra Excelencia reciba la presente comunicación.

El procedimiento administrativo para la liberación de derechos que se concede por este acuerdo será idéntico al que actualmente se sigue para las que se otorgan a las Misiones Diplomáticas y diversas dependencias del Estado, o sea que las entidades interesadas deberán indicar previamente, en solicitud al Ministerio de Hacienda y Comercio, la cantidad, clase y volumen de los artículos cuya liberación se pide.

Aprovecho la oportunidad para reiterar a Vuestra Excelencia, las seguridades de mi más alta y distinguida consideración.

D. F. AGUILAR

Al Excelentísimo Señor Don

HAROLD H. TITTMANN,

Embajador Extraordinario y

Plenipotenciario de Estados Unidos.

Ciudad.-

Translation

MINISTRY OF FOREIGN AFFAIRS

No. (M)-6-3/53

LIMA, October 25, 1954.

MR. AMBASSADOR:

I take pleasure in referring to Your Excellency's note No. 127, dated the 21st of this month, in which, in connection with your Embassy's note No. 357 of May 26, 1954, and pursuant to the conversations held on the subject, you propose the conclusion of an agreement between the Government of Peru and that of the United States for the granting of exemptions and facilities to United States nonprofit rehabilitation and relief agencies for the distribution of surplus agricultural food products in Peru.

In view of the fact that the supplies referred to in the agreement will be furnished without charge, the Government of Peru is prepared to allow the free entry of such supplies into the country, and, as a consequence of the conversations held for that purpose, it agrees to conclude the following agreement with Your Excellency's Government:

[For the English language text of the agreement, see *ante*, p. 2726.]

The Government of Peru understands that, as proposed in Your Excellency's note to which I am replying, this agreement concluded by an exchange of notes shall enter into force on the date on which Your Excellency receives the present communication.

The administrative procedure for the exemption from duties which is granted by this agreement will be the same as that now followed with respect to exemptions accorded to diplomatic missions and various agencies of the State, namely that the organizations concerned must specify in advance, in an application to the Ministry of Finance and Commerce, the quantity, classification, and size of the articles for which exemption is requested.

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

D. F. AGUILAR

His Excellency

HAROLD H. TITTMANN,

*Ambassador Extraordinary and Plenipotentiary
of the United States,
City.*

TECHNICAL COOPERATION

Joint Commission for Economic Development

**TIAS 3129
Feb. 13 and
24, 1954**

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

**Terminating Agreement of
November 9, 22, and 27, 1950**

- Effectuated by Exchange of Notes
Signed at Asunción February 13
and 24, 1954
- Entered into force February 24, 1954

*The Paraguayan Minister of Foreign Affairs and Worship to the
American Chargé d'Affaires ad interim*

REPÚBLICA DEL PARAGUAY

MINISTERIO DE
RELACIONES EXTERIORES Y CULTO

D. O. I. N° 69.-

ASUNCIÓN, 13 de Febrero de 1954.-

SEÑOR ENCARGADO DE NEGOCIOS:

Me es grato dirigirme a Vuestra Señoría con el fin de avisarle recibo del Memorandum cursado por esa Embajada a esta Cancillería el 5 del mes en curso, de cuyo contenido paso a expresarle seguidamente:

Que el Gobierno Nacional es de idéntico parecer al de Vuestra Señoría en el sentido de que podría darse término a las funciones de la Comisión Mixta Paraguayo-estadounidense, desde el momento que han variado substancialmente los procedimientos puestos en práctica anteriormente.-

Que con la creación en los Estados Unidos de la Administración de Operaciones en el extranjero, las funciones de dicha comisión prácticamente han cesado, dado que, actualmente, toda la cooperación técnica que recibe nuestro país del de Vuestra Señoría pasa ha ser suministrada directamente a los Ministerios de Educación, de Agricultura y Ganadería y de Salud Pública, no siendo ya necesaria la consideración previa de los problemas que demanda esa asistencia por la Comisión Mixta antedicha.-

Que el Gobierno Nacional, al adoptar identica postura al de Vuestra Señoría, en vista a la gran simplificación de tareas del nuevo procedimiento, desea en esta oportunidad, que Vuestra Señoría transmita al Departamento de Estado su sincero reconocimiento por la forma activa y valiosa con que ha estado colaborando para el progreso de las instituciones oficiales del país, por medio de la Comisión Mixta paraguayo-estadounidense y que ahora proseguirá por conducto de la Administración de Operaciones en el extranjero a travez de las jefaturas de misiones de los tres servicios ya mencionados en el Paraguay.-

Sin otro motivo, aprovecho esta oportunidad para reiterarle las seguridades de mi distinguida consideración.—

José A MORENO GONZÁLEZ

A Su Señoría

Don JOHN C. SHILLOCK (h)

*Encargado de Negocios a.i. de los
Estados Unidos de América.—
Asunción.—*

Translation

REPUBLIC OF PARAGUAY

MINISTRY OF
FOREIGN AFFAIRS AND WORSHIP

D. O. I. No. 69.

ASUNCIÓN, February 13, 1954.

MR. CHARGÉ D'AFFAIRES:

I am happy to acknowledge the receipt of the memorandum transmitted to this Foreign Office by your Embassy on the fifth of this month.^[1] With regard to the contents thereof, I wish to state the following:

The National Government is of the same opinion as your Government that the functions of the United States-Paraguay Joint Commission could be terminated since the procedures previously instituted have changed substantially.

With the establishment in the United States of the Foreign Operations Administration, the functions of that commission have practically ceased, because at the present time any technical assistance which our country receives from yours is to be given directly to the Ministry of Education, the Ministry of Agriculture and Animal Husbandry, and the Ministry of Public Health, and prior consideration by the Joint Commission of the problems to which that assistance gives rise is no longer necessary.

In adopting the same position as your Government, in view of the great simplification of tasks made possible by the new procedure, the National Government requests you, on this occasion, to convey to the Department of State its sincere gratitude for the active and effective manner in which it has contributed to the development of the official institutions of this country, through the United States-Paraguay Joint Commission, whose work will now be continued by the Foreign Operations Administration through the Chiefs of Missions of the three aforementioned services in Paraguay.

¹ Not printed.

I avail myself of this opportunity to renew to you the assurances of my distinguished consideration.

JOSÉ A MORENO GONZÁLEZ

Mr. JOHN C. SHILLOCK, Jr.,
Chargé d'Affaires ad interim
of the United States of America,
Asunción.

The American Chargé d'Affaires ad interim to the Paraguayan Acting Minister of Foreign Affairs and Worship

THE FOREIGN SERVICE
 OF THE
 UNITED STATES OF AMERICA

No. 80

ASUNCIÓN, February 24, 1954

EXCELLENCY:

I have the honor to acknowledge the receipt by the Embassy on February 20, 1954 of note D. O. I. No. 69 dated February 13, 1954 expressing the agreement of the Government of Paraguay to the termination of the United States-Paraguay Joint Commission for Economic Development which was established by an exchange of notes between the Ministry of Foreign Affairs and Worship and this Embassy in November 1951.^[1]

In view of the agreement of the Governments of the United States and of Paraguay on this matter, it may accordingly be considered that the Joint Commission will cease to exist as of the date of this note.

I shall be happy to transmit to my Government the expression of the recognition by the Government of Paraguay for the collaboration lent by my Government through the medium of the Joint Commission.

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

J. C. SHILLOCK

Dr. FABIO DA SILVA
Acting Minister of Foreign Affairs and Worship
of the Republic of Paraguay,
Asunción.

¹ Should read "November 1950." Treaties and Other International Acts Series 2177; 2 UST 390.

NAVAL MISSION TO BRAZIL

**TIAS 3130
June 29 and
Oct. 9, 1954**

Agreement between the UNITED STATES OF AMERICA and BRAZIL

Extending and Amending Agreement of May 7, 1942

- Effectuated by Exchange of Notes
Signed at Rio de Janeiro June 29
and October 9, 1954
- Entered into force October 9, 1954;
operative retroactively May 7, 1954

The American Ambassador to the Brazilian Minister for Foreign Affairs

THE FOREIGN SERVICE
OF THE
UNITED STATES OF AMERICA

No. 411

I have the honor to refer to Your Excellency's note DPo/121/520.1-(22) dated March 9, 1954, [¹] in which was conveyed the request of your Government for the extension of the Agreement between the Governments of the United States of Brazil and the United States of America providing for the assignment of the United States Naval Mission to Brazil [²] subject to minor alterations in the Agreement which was last extended effective as of May 7, 1950.

Subject to the concurrence of the Brazilian Government, my Government suggests that such minor alterations include the following:

1. That the sentence reading

"Payment may be made in Brazilian National Currency and when so made shall be computed at such rate of exchange as may be agreed upon between the two Governments."

be deleted from Title IV, Article 1 and that the following sentence be substituted therefor:

"Payment may be made in Brazilian national currency and when so made shall be computed at the average rate of exchange prevailing in the free market in Rio de Janeiro during the month for which due."

2. That Title II, Article 1 be amended to read as follows:

"This Mission shall consist of a Chief of Mission of the rank of Captain or above on active service in the United States Navy and such other United States Naval personnel as may subsequently be requested by the Ministry of Marine of Brazil and agreed upon by the United States Navy Department."

3. That it be understood that this Agreement is hereby extended indefinitely subject to termination as provided in Article 4 or Article 5 of Title I.

¹ Not printed.

² Executive Agreement Series 247; 56 Stat. 1462; and Treaties and Other International Acts Series 1559; 61 Stat., pt. 3, p. 2338.

Upon receipt of a note from Your Excellency indicating that the foregoing modifications are acceptable to the Government of the United States of Brazil, the Government of the United States of America will consider that this note and your reply constitute extension of the Naval Mission Agreement as modified effective May 7, 1954.

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

JAMES SCOTT KEMPER

JUNE 29, 1954

The Brazilian Minister for Foreign Affairs to the American Ambassador

MINISTERIO DAS RELAÇÕES EXTERIORES,
RIO DE JANEIRO.

Em 9 de outubro de 1954

DPo/DAI/423/530.1(22)

SENHOR EMBAIXADOR,

Tenho a honra de acusar recebimento da nota nº 411, de 29 de junho último, pela qual Vossa Excelência, ao considerar a renovação do Acôrdo Naval Brasil-Estados Unidos da América de 1942, sugeriu fossem feitas as seguintes modificações no texto oficial do Acôrdo:

a) o artigo 1º, do Capítulo IV, que diz:

“O pagamento poderá ser feito em moeda corrente brasileira e, quando isso fôr feito, será calculado de acôrdo com a taxa cambial que fôr estabelecida entre os dois Governos”

seja substituído pelo seguinte:

“O pagamento poderá ser feito em moeda corrente brasileira, e, nesse caso, calculado de acôrdo com a média das taxas cambiais que prevalecerem no câmbio livre do Rio de Janeiro durante o mês a que se referir”.

b) o artigo 1º, Capítulo II, que diz:

“A Missão Naval compor-se-á de um Chefe de Missão, com o pôsto de Capitão-de-Mar-e-Guerra, do serviço ativo da Marinha dos Estados Unidos, e do demais pessoal da Marinha americana, que venha a ser posteriormente solicitado pelo Ministério da Marinha do Brasil, por intermédio do seu representante autorizado em Washington, e de acôrdo com o Departamento da Marinha dos Estados Unidos”

seja substituído pelo seguinte:

“A Missão Naval compor-se-á de um Chefe de Missão, com o posto de Capitão-de-Mar-e-Guerra ou superior, do serviço ativo da Marinha dos Estados Unidos, e do demais

pessoal da Marinha americana, que venha a ser posteriormente solicitado pelo Ministério da Marinha do Brasil e de acordo com o Departamento da Marinha dos Estados Unidos”.

c) fica estabelecida a prorrogação indefinida dêste Acôrdo, o qual só terminará nas circunstâncias previstas nos artigos 4º e 5º do Capítulo I.

2. Em resposta, levo ao conhecimento de Vossa Excelênciia que o Govêrno brasileiro concorda com as modificações acima propostas, constituindo, assim, esta nota e a de Vossa Excelênciia, a que a princípio me reporto, o assentimento dos dois Governos para a prorrogação do Acôrdo em vigor desde 7 de maio de 1954.

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

RAUL FERNANDEZ

A Sua Excelênciia o Senhor JAMES SCOTT KEMPER,
Embaixador dos Estados Unidos da América.

Translation

MINISTRY OF FOREIGN AFFAIRS,
RIO DE JANEIRO.

DPo/DAI/423/530.1(22)

October 9, 1954

MR. AMBASSADOR,

I have the honor to acknowledge the receipt of note No. 411 of June 29, 1954, in which Your Excellency, in considering the extension of the Naval Agreement of 1942 between Brazil and the United States of America, suggested that the following changes be made in the official text of the agreement:

(a) That Article 1, Title IV, which reads:

“Payment may be made in Brazilian currency and, when so made, shall be computed at such rate of exchange as may be agreed upon between the two Governments.”

be changed to read:

“Payment may be made in Brazilian currency and, when so made, shall be computed at the average rate of exchange prevailing in the free market in Rio de Janeiro during the month to which it pertains.”

(b) That Article 1, Title II, which reads:

"The Naval Mission shall consist of a Chief of Mission of the rank of Captain, on active service in the United States Navy, and of such other American Navy personnel as may subsequently be requested by the Ministry of Marine of Brazil, through its authorized representative in Washington, with the approval of the United States Department of the Navy."

be changed to read:

"The Naval Mission shall consist of a Chief of Mission of the rank of Captain or higher, on active service in the United States Navy, and of such other American Navy personnel as may subsequently be requested by the Ministry of Marine of Brazil with the approval of the United States Department of the Navy."

(c) That it be understood that this Agreement is extended indefinitely, and it shall terminate only in the manner provided in Articles 4 and 5 of Title I.

2. In reply, I am happy to inform Your Excellency that the foregoing changes are acceptable to the Brazilian Government; accordingly, this note and Your Excellency's note to which I refer at the beginning constitute the agreement of our two Governments to extend the agreement in force from May 7, 1954.

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

RAUL FERNANDEZ

His Excellency

JAMES SCOTT KEMPER,

Ambassador of the

United States of America.

TIAS 3131
Aug. 10, 16,
Sept. 8, 17, Nov.
6, 1951 and Jan.
7, 1952

MUTUAL DEFENSE ASSISTANCE IN INDOCHINA

Agreement between the
UNITED STATES OF AMERICA and
CAMBODIA, FRANCE, LAOS, and
VIET-NAM

Amending Annex to Agreement of
December 23, 1950

- Effectuated by Exchanges of Notes
- Between the United States of America and France
Dated at Saigon August 10 and September 8, 1951;
- Between the United States of America and Viet-Nam
Dated at Saigon August 10 and September 17, 1951;
- Between the United States of America and Laos
Dated at Saigon August 16, 1951, and at Vientiane November 6, 1951;
- Between the United States of America and Cambodia
Dated at Saigon August 16, 1951, and at Phnom-Penh January 7, 1952
- Entered into force January 7, 1952; operative retroactively July 1, 1951

The American Legation to the Office of the Diplomatic Counselor for the High Commissioner for France in Indochina

THE FOREIGN SERVICE
OF THE
UNITED STATES OF AMERICA

No. 4

The Legation of the United States of America presents its compliments to the Office of the Diplomatic Counselor for the High Commissioner for France in Indochina and has the honor to inform it that pursuant to appropriate provisions in the Pentagonal Agreement for Mutual Defense Assistance in Indochina, [1] the United States Government has drawn up an estimate of local currency requirements to meet the administrative expenses for the maintenance of the Mutual Assistance Advisory Group in Indochina for the Fiscal Year 1952 (1 July 1951 to 30 June 1952). This estimate totals thirteen million piasters.

This figure is somewhat higher than that for the previous fiscal year. However, this is largely because the present estimate covers a full year's expenses for a Mutual Assistance Advisory Group complement of approximately seventy; whereas the previous budget was established for a Mutual Assistance Advisory Group complement of some forty persons for an approximate nine months period. Other pertinent reasons for the increased budget estimate have been communicated to the Secretariat of National Defense, High Commissariat for France in Indochina.

In connection with this current estimate it is noted that it is less than one percent of the aid program contemplated for Indochina.

In accordance with the provisions of Annex A of the Agreement it is suggested that this budget estimate for the Fiscal Year 1952 be made an Amendment to the Annex. A draft amendment is enclosed. You will note that this Amendment, which is basically similar to the original Annex, provides for a review of the budget as of December 31, 1951 to determine its adequacy. This measure is earnestly desired by the United States Government since the present estimate has been so closely figured that a review at the end of a six-months period is highly necessary.

In order to expedite the effecting of this Amendment it is suggested that the same general procedure be followed as that for the negotiation

¹ Dated Dec. 23, 1950. Treaties and Other International Acts Series 2447; 3 UST, pt. 2, p. 2756.

of the Agreement. Toward this end the Legation is advising each of the Associated States of the projected new estimate and of the draft amendment. The Legation suggests that all parties might be able to agree by August 24, 1951.

It is therefore suggested that each signatory government indicate to this Legation and to the other signatories concerned a representative who would be empowered to discuss this amendment to the extent necessary. Acceptance by each signatory should be indicated by the exchange of an appropriate instrument between each of the signatories, signed in the case of the Associated States by a Cabinet Minister, for the United States by the United States Minister to Cambodia, Laos and Vietnam or by his Charge d'Affaires at Saigon, and for France by a representative of the High Commissioner.

D R H [¹]

AMERICAN LEGATION,
Saigon, August 10, 1951

¹ Donald R. Heath.

AMENDMENT TO ANNEX A

In implementation of Paragraph 5 of Article III of the Agreement for Mutual Defense Assistance in Indochina, the Governments of Cambodia, France, Laos and Vietnam will deposit piasters at such times as requested in accounts designated by the diplomatic missions of the United States at Phnom Penh, Vientiane, and Saigon, not to exceed in total 13 million piasters, for the use of those missions on behalf of the Government of the United States of America for Administrative expenses in the States of Cambodia, Laos and Vietnam in connection with carrying out that agreement for the period ending June 30, 1952. It is provided, however, that this amount shall be subject to review as of December 31, 1951 to determine any adjustments for the balance of the fiscal year.

The piasters will be furnished by each of the Governments of Cambodia, France, Laos and Vietnam in accordance with percentages agreed upon among the four governments, taking into consideration the amount of military aid received by each Government. This Annex will be renewed with a view to appropriate amendment for the fiscal year ending June 30, 1953 and similarly thereafter before the end of each fiscal year, for the duration of the Agreement.

*The High Commissioner for France in Indochina to the American
Chargé d'Affaires ad interim*

RC/JM.

HAUT COMMISSARIAT DE FRANCE EN INDOCHINE
ET COMMANDEMENT EN CHEF
EN EXTREME-ORIENT

SAIGON, le 8 Sep 1951

SECRETARIAT PERMANENT
de la
DEFENSE NATIONALE

N. 3241 S.P.D.N

Le General d'Armee DE LATTRE DE TASSIGNY
Haut-Commissaire de France en Indochine
et Commandant en Chef

a

Monsieur le CHARGE D'AFFAIRES
DE LA LEGATION DES ETATS-UNIS D'AMERIQUE A SAIGON.

Lors de la reunion tenue au Palais du Haut-Commissariat de France en INDOCHINE le 29 AOUT 1951 au sujet du renouvellement de l'Annexe "A" du Pacte Quintipartite relatif a l'Aide pour la Defense Mutuelle en INDOCHINE, les representants de la Legation des Etats-Unis d'Amérique a SAIGON, des Gouvernements du Cambodge, du Laos, du Vietnam et du Haut-Commissaire de France en INDOCHINE, ont decide d'adopter le projet d'Annexe "A" communiqué par la Legation des Etats-Unis d'Amérique a SAIGON, dont je vous confirme ci-apres le texte:

"Amendement a l'Annexe "A" "

"En execution du Paragraphe 5 de l'Article III du Pacte pour la Defense Mutuelle en INDOCHINE, les Gouvernements du Cambodge, de la France, du Laos et du Vietnam deposeront lorsqu'il leur sera demande, des piastres à un compte ou à des comptes qui seront designes par les missions diplomatiques des Etats-Unis d'Amérique a PHNOM-PENH, VIENTIANE et SAIGON, et dont le total n'exedera pas 13 millions de piastres, qui seront utilisees par ces missions diplomatiques au nom du Gouvernement des Etats-Unis d'Amérique pour le reglement des depenses administratives dans les Etats du Cambodge, du Laos et du Laos et du Vietnam, ayant trait a l'application du present accord pour la periode se terminant le 30 JUIN 1952."

"Il est convenu, cependant, que cette somme sera soumise a revision a la date du 31 DECEMBRE 1951, pour fixer tous ajustements necessaires pour l'équilibre de l'annee fiscale."

"Ces piastres seront fournies par les Gouvernements du Cambodge, de la France, du Laos et du Vietnam suivant des pourcentages qui seront determinees d'accord commun entre les quatre Gouvernements, prenant en consideration le montant de l'Aide Militaire recue par chaque Gouvernement."

“Cette Annexe sera renouvelee, avec toutes les modifications appropriees, pour l'annee fiscale se terminant le 30 JUIN 1953, et de meme par la suite pendant la duree de l'accord avant la fin de chaque annee fiscale en cours.”

Conformement aux dispositions prises lors de cette reunion, j'ai l'honneur de vous faire parvenir l'accord du Haut-Commissariat de France en INDOCHINE a l'adoption de cet Amendement.

Je saisis cette occasion pour vous renouveler, Monsieur le Charge d'Affaires, les assurances de ma haute consideration.

Pour le Haut-Commissaire en mission
Le Secretaire General charge de l'expedition
des affaires courantes.

[SEAL] G GAUTIER

G. Gautier

—PROCES-VERBAL—

DE LA REUNION TENUE AU PALAIS DU HAUT COMMISSARIAT DE FRANCE EN INDOCHINE LE 29 AOUT 1951 A 17h.00 AU SUJET DU RENOUVELLEMENT DE L'ANNEXE "A" DU PACTE QUINTIPARTITE RELATIF A L'AIDE POUR LA DEFENSE MUTUELLE EN INDOCHINE

Etaient présents:

-Délégation du CAMBODGE:

-Son Excellence Monsieur FUN HIENG délégué du Gouvernement KHMER auprès du Haut-Commissariat de France en Indochine.

-Délégation des ETATS-UNIS D'AMERIQUE:

- Monsieur GULLION, Chargé d'Affaires et Conseiller de la Légation des Etats-Unis d'Amérique à SAIGON.
- Monsieur WHITING, Vice-Consul
- Monsieur le Colonel WELLS, Chef de la Section "AIR" du M.A.A.G.

-Délégation de la FRANCE:

- Monsieur le Gouverneur Général GAUTIER, Secrétaire Général du H.C.F.
- Monsieur le Colonel de BREBISSON, Secrétaire Permanent de la Défense Nationale.

-Délégation du Laos:

- Monsieur KHAM LEU AN, Chargé par intérim de la représentation du Gouvernement Royal du Laos à SAIGON.

-Délégation du VIET-NAM:

- Monsieur le Colonel NGUYEN VAN VAN, Directeur du Cabinet du Ministre de la Défense Nationale.
- Monsieur le Doc Phu Su DAO VAN Hoi, du Ministère des Financés.
- Monsieur le Doc Phu PHAM DANG LAM, Directeur du Cabinet du Ministre des Affaires Etrangères.

Le Gouverneur Général GAUTIER ouvre la séance et demande au Colonel de BREBISSON d'exposer le but de la réunion.

Le Colonel de BREBISSON communique le projet d'amendement à l'Annexe "A" établi par la Légation des Etats-Unis d'Amérique et

fait ressortir que le renouvellement de cette Annexe a été prévu dans le Pacte Quintipartite signé le 20 Décembre 1950.

Les modifications apportées:

- nouveau montant de la somme à mettre à la disposition du M.A.A.G.
(soit 13 Millions de Piastres),
- inclusion d'un alinéa supplémentaire prévoyant que cette somme sera dorénavant soumise à révision au bout d'une période de six mois dans le but d'effectuer les ajustements nécessaires,

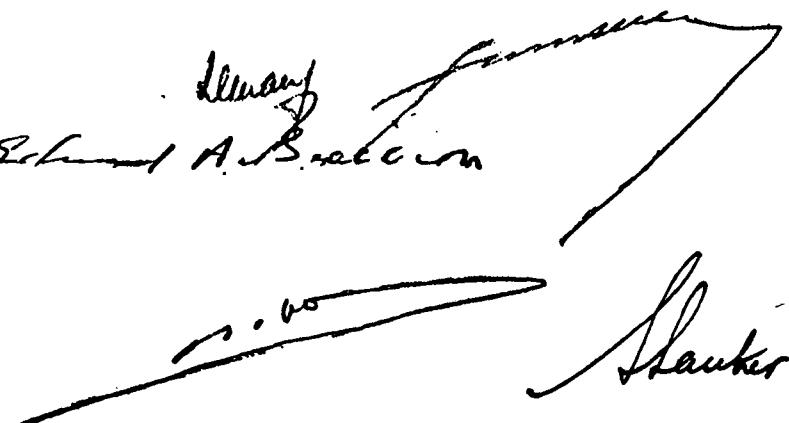
constituent des modifications de détail et ne paraissent soulever aucune objection.

Le Colonel de BREBISSON indique que pour l'exercice passé la FRANCE a pris entièrement à son compte le montant de la somme qui a été mise à la disposition du M.A.A.G. Pour l'exercice en cours (30 Juin 1951-1er Juillet 1952) la somme demandée sera, conformément aux termes de l'Annexe "A", répartie entre les quatre Etats bénéficiaires de l'Aide Militaire Américaine, suivant des pourcentages qui seront déterminés d'accord commun entre les quatre Gouvernements en prenant en considération le montant de l'Aide Militaire reçue par chaque Gouvernement.

Le Secrétaire Général du H.C.F. demande si l'une des personnalités présentes désire faire une observation au sujet de l'exposé qui vient d'être fait par le Colonel de BREBISSON. Personne n'ayant demandé la parole, il est décidé que le projet d'Annexe "A", communiqué par la Légation des ETATS-UNIS D'AMERIQUE à SAIGON, est adopté.

L'enregistrement de cet accord sera concrétisé par un échange de lettres entre chacun des signataires du Pacte Quintipartite pour la Défense Mutuelle en INDOCHINE.

La séance est alors levée.



The image shows two handwritten signatures. The top signature, above a horizontal line, reads "Edward A. Bracken". Above this signature, there is a small, faint, handwritten name that appears to be "Hausen". The bottom signature, also above a horizontal line, reads "Charles E. Shauke".

Translation

RCJM.

HIGH COMMISSIONNAT FOR FRANCE IN INDOCHINA
AND OFFICE OF THE COMMANDER IN CHIEF
IN THE FAR EAST

SAIGON, September 8, 1951

PERMANENT SECRETARIAT
OF NATIONAL DEFENSE

No. 3241

S.P.D.N.

General of the Army DE LATTRE DE TASSIGNY
High Commissioner for France in Indochina and
Commander-in-Chief
to the CHARGÉ D'AFFAIRES OF THE
LEGATION OF THE UNITED STATES OF AMERICA,
Saigon.

At the meeting held in the palace of the High Commissariat for France in Indochina on August 29, 1951, concerning the renewal of Annex A of the Pentagonal Agreement for Mutual Defense Assistance in Indochina, the representatives of the Legation of the United States of America at Saigon, of the Governments of Cambodia, Laos, Vietnam, and of the High Commissioner for France in Indochina, decided to adopt draft Annex A, transmitted by the Legation of the United States of America at Saigon, the text of which I confirm to you hereinafter:

[For the English language text of the amendment to the Annex, see *ante*, p. 2743.]

Pursuant to the decisions reached at that meeting, I have the honor to transmit to you the approval of the High Commissariat for France in Indochina with respect to the adoption of that amendment.

I avail myself of this occasion to renew to you, Mr. Chargé d'Affaires, the assurances of my high consideration.

For the High Commissioner, on mission:

[SEAL] G GAUTIER

G. Gautier

*Secretary General charged with
the dispatch of current affairs.*

MINUTES

OF THE MEETING HELD IN THE PALACE OF THE HIGH COMMISSIONER FOR FRANCE IN INDOCHINA AT 5:00 P. M. ON AUGUST 29, 1951, CONCERNING THE RENEWAL OF ANNEX A OF THE PENTALATERAL AGREEMENT FOR MUTUAL DEFENSE ASSISTANCE IN INDOCHINA

Present were:

Delegation of Cambodia:

His Excellency Fun Hieng, delegate of the Khmer Government to the High Commissariat for France in Indochina.

Delegation of the United States of America:

Mr. Gullion, Chargé d'Affaires and Counselor of the Legation of the United States of America at Saigon;

Mr. Whiting, Vice Consul; and

Colonel Wells, Chief of the Air Section of M.A.A.G.

Delegation of France:

Governor General Gautier, Secretary General of the High Commissariat for France;

Colonel de Brébisson, Permanent Secretary of National Defense.

Delegation of Laos:

Mr. Kham Leu An, Chargé ad interim of the Representation of the Royal Government of Laos at Saigon.

Delegation of Vietnam:

Colonel Nguyen Van Van, Chief of the Personal Staff of the Minister of National Defense;

Dr. Phu Su Dao Van Hoi of the Ministry of Finance;

Dr. Phu Pham Dang Lam, Chief of the Personal Staff of the Ministry of Foreign Affairs.

Governor General Gautier called the meeting to order and requested Colonel de Brébisson to explain the purpose of the meeting.

Colonel de Brébisson read the draft amendment to Annex A, prepared by the Legation of the United States of America and pointed out that the renewal of that Annex was provided for in the Pentalateral Agreement signed on December 20, 1950.

The amendments introduced, namely:

a new total figure for the sum to be made available to M.A.A.G.
(13 million piasters),

the inclusion of an additional paragraph providing that that sum should henceforth be subject to review at the end of a period of six months for the purpose of making the necessary adjustments, were changes in details that did not appear to give rise to any objections.

Colonel de Brébisson stated that for the past fiscal year France had taken full responsibility for the total amount of the sum that had been made available to M.A.A.G. For the present fiscal year (June 30, 1951-July 1, 1952) the sum requested would, under the terms of Annex A, be distributed among the four States receiving American military aid, according to percentages that would be determined by common agreement among the four Governments, taking into consideration the amount of military aid received by each Government.

The Secretary General of the High Commissariat for France inquired whether anyone present wished to make any comment on the statement just made by Colonel de Brébisson. Since no one asked for the floor, draft Annex A, transmitted by the Legation of the United States of America at Saigon, was declared adopted.

The conclusion of this agreement should be formalized by exchanges of notes between the signatories of the Pentalateral Agreement for Mutual Defense in Indochina.

The meeting was adjourned.

[For signatures, see *ante*, p. 2747.]

The American Legation to the Vietnamese Ministry of Foreign Affairs

THE FOREIGN SERVICE
OF THE
UNITED STATES OF AMERICA

No. 8

The Legation of the United States of America presents its compliments to the Ministry of Foreign Affairs for the State of Vietnam and has the honor to inform it that pursuant to appropriate provisions in the Pentalateral Agreement for Mutual Defense Assistance in Indochina, the United States Government has drawn up an estimate of local currency requirements to meet the administrative expenses for the maintenance of the Mutual Assistance Advisory Group in Indochina for the Fiscal Year 1952 (1 July 1951 to 30 June 1952). This estimate totals thirteen million piasters.

This figure is somewhat higher than that for the previous fiscal year. However, this is largely because the present estimate covers a full year's expenses for a Mutual Assistance Advisory Group complement of approximately seventy; whereas the previous budget was

established for a Mutual Assistance Advisory Group complement of some forty persons for an approximate nine-months period. Other pertinent reasons for the increased budget estimate have been communicated to the Secretariat of National Defense, High Commissariat for France in Indochina.

In connection with this current estimate it is noted that it is less than one percent of the aid program contemplated for Indochina.

In accordance with the provisions of Annex A of the Agreement it is suggested that this budget estimate for the Fiscal Year 1952 be made an Amendment to the Annex. A draft amendment is enclosed. You will note that this Amendment, which is basically similar to the original Annex, provides for a review of the budget as of December 31, 1951 to determine its adequacy. This measure is earnestly desired by the United States Government since the present estimate has been so closely figured that a review at the end of a six-months period is highly necessary.

In order to expedite the effecting of this Amendment it is suggested that the same general procedure be followed as that for the negotiation of the Agreement. Toward this end the Legation is advising each of the Associated States of the projected new estimate and of the draft amendment. The Legation suggests that all parties might be able to agree by August 24, 1951.

It is therefore suggested that each signatory government indicate to this Legation and to the other signatories concerned a representative who would be empowered to discuss this amendment to the extent necessary. Acceptance by each signatory should be indicated by the exchange of an appropriate instrument between each of the signatories, signed in the case of the Associated States by a Cabinet Minister, for the United States by the United States Minister to Cambodia, Laos and Vietnam or by his Charge d'Affaires at Saigon, and for France by a representative of the High Commissioner.

Enclosure as stated.

D R H

AMERICAN LEGATION,
Saigon, August 10, 1951.

AMENDMENT TO ANNEX A

In implementation of Paragraph 5 of Article III of the Agreement for Mutual Defense Assistance in Indochina, the Governments of Cambodia, France, Laos and Vietnam will deposit piasters at such times as requested in accounts designated by the diplomatic missions of the United States at Phnom Penh, Vientiane, and Saigon, not to exceed in total 13 million piasters, for the use of those missions on behalf of the Government of the United States of America for administrative expenses in the States of Cambodia, Laos and Vietnam in connection with carrying out that agreement for the period ending June 30, 1952. It is provided, however, that this amount shall be subject to review as of December 31, 1951 to determine any adjustments for the balance of the fiscal year.

The piasters will be furnished by each of the Governments of Cambodia, France, Laos and Vietnam in accordance with percentages agreed upon among the four governments taking into consideration the amount of military aid received by each Government. This Annex will be renewed with a view to appropriate amendment for the fiscal year ending June 30, 1953 and similarly thereafter before the end of each fiscal year, for the duration of the Agreement.

* * *

*The Vietnamese Ministry of Foreign Affairs to the American Charge
d'Affaires ad interim*

ÉTAT DU VIỆT-NAM

Ministère des Affaires Etrangères

N° 1121-Mae/cab

SAIGON, le 17 Septembre 1951.

MONSIEUR LE CHARGÉ D'AFFAIRES,

Me référant à la Note de la Légation des Etats-Unis d'Amérique en date du 10 Août, relative au projet d'amendement à l'Annexe "A" de l'Accord quinpartite relatif à l'assistance pour la défense mutuelle en Indochine, et aux conversations qui ont eu lieu à ce sujet le 29 Août dernier au Palais du Haut-Commissariat de France en Indochine entre les délégations américaine, française, cambodgienne, laotienne et vietnamienne, j'ai l'honneur de vous confirmer l'accord de mon Gouvernement sur les modifications suivantes:

1°/ Le montant des sommes en piastres à déposer par les Gouvernements du Cambodge, de la France, du Laos et du Viêt-Nam pour le règlement des dépenses administratives résultant de l'exécution de l'accord quinpartite susvisé est fixé à treize millions de piastres pour la période du 1er Juillet 1951 au 30 Juin 1952.

2°/ Ce chiffre sera toutefois soumis à révision au bout d'une période de six mois, soit au 31 Décembre 1951, en vue des ajustements nécessaires pour l'équilibre de l'année fiscale considérée.

La répartition du montant en question entre les quatre Gouvernements bénéficiaires de l'aide militaire américaine s'effectuera dans les conditions prévues à l'Annexe "A" précité c'est à dire suivant des pourcentages qui seront déterminés d'un commun accord eu égard à la valeur de l'aide militaire reçue par chaque Gouvernement.

La présente lettre vaut acceptation par mon Gouvernement du projet d'amendement à l'Annexe "A" présenté par le Gouvernement des Etats-Unis d'Amérique.

Je saisiss cette occasion pour vous renouveler, Monsieur le Chargé d'affaires, l'assurance de ma haute considération./.

[SEAL]

Son Excellence

EDMUND A. GULLION

*Chargé d'affaires ad interim
des Etats-Unis d'Amérique,
Saigon.*

Translation

STATE OF VIETNAM

Ministry of Foreign Affairs

No. 1121-Mae/cab

SAIGON, September 17, 1951.

MR. CHARGÉ D'AFFAIRES,

With reference to the note of the Legation of the United States of America dated August 10, relating to the proposed amendment to Annex A of the Pentagonal Agreement for Mutual Defense Assistance in Indochina and the conversations held on that subject on August 29, 1951, in the Palace of the High Commissariat for France in Indochina between the United States, French, Cambodian, Laotian, and Vietnamese delegations, I have the honor to confirm to you the agreement of my Government with respect to the following amendments:

1. The total amount in piasters to be deposited by the Governments of Cambodia, France, Laos, and Vietnam for the payment of administrative expenses resulting from the execution of the aforesaid pentagonal agreement is fixed at thirteen million piasters for the period from July 1, 1951 to June 30, 1952.
2. However, this amount shall be subject to review at the end of a period of six months, that is to say, on December 31, 1951, in view of the adjustments necessary for the balance of the fiscal year under consideration.

The apportionment of the amount in question among the four Governments that are the beneficiaries of United States military aid shall be effected under the terms of the aforesaid Annex A, that is to say, in accordance with percentages to be determined by mutual agreement, taking into consideration the amount of military aid received by each Government.

The present note constitutes acceptance by my Government of the proposed amendment to Annex A submitted by the Government of the United States of America.

I avail myself of this occasion to renew to you, Mr. Chargé d'Affaires, the assurance of my high consideration.

[SEAL]

His Excellency

EDMUND A. GULLION,

*Chargé d'Affaires ad interim
of the United States of America,
Saigon.*

The American Legation (at Saigon) to the Laotian Ministry of Foreign Affairs

THE FOREIGN SERVICE
OF THE
UNITED STATES OF AMERICA

No. 3

The Legation of the United States of America presents its compliments to the Ministry of Foreign Affairs of the Kingdom of Laos and has the honor to inform it that pursuant to appropriate provisions in the Pentalateral Agreement for Mutual Defense Assistance in Indochina, the United States Government has drawn up an estimate of local currency requirements to meet the administrative expenses for the maintenance of the Mutual Assistance Advisory Group in Indochina for the Fiscal Year 1952 (1 July 1951 to 30 June 1952). The estimate totals thirteen million piasters.

This figure is somewhat higher than that for the previous fiscal year. However, this is largely because the present estimate covers a full year's expenses for a Mutual Assistance Advisory Group complement of approximately seventy; whereas the previous budget was established for a Mutual Assistance Advisory Group complement of some forty persons for an approximate nine months period. Other pertinent reasons for the increased budget estimate have been communicated to the Secretariat of National Defense, High Commissariat for France in Indochina.

In connection with this current estimate it is noted that it is less than one percent of the aid program contemplated for Indochina.

In accordance with the provisions of Annex A of the Agreement it is suggested that this budget estimate for the Fiscal Year 1952 be made an Amendment to the Annex. A draft amendment is enclosed. You will note that this Amendment, which is basically similar to the original Annex, provides for a review of the budget as of December 31, 1951 to determine its adequacy. This measure is earnestly desired by the United States Government since the present estimate has been so closely figured that a review at the end of a six-months period is highly necessary.

In order to expedite the effecting of this Amendment it is suggested that the same general procedure be followed as that for the negotiation of the Agreement. Toward this end the Legation is advising each of the Associated States of the projected new estimate and of the draft amendment. The Legation suggests that all parties might be able to agree by August 24, 1951.

It is therefore suggested that each signatory government indicate to this Legation and to the other signatories concerned a representative who would be empowered to discuss this amendment to the extent

necessary. Acceptance by each signatory should be indicated by the exchange of an appropriate instrument between each of the signatories, signed in the case of the Associated States by a Cabinet Minister, for the United States by the United States Minister to Cambodia, Laos and Vietnam or by his Charge d'Affaires at Saigon, and for France by a representative of the High Commissioner.

D R H

AMERICAN LEGATION,
Saigon, August 16, 1951

AMENDMENT TO ANNEX A

In implementation of Paragraph 5 of Article III of the Agreement for Mutual Defense Assistance in Indochina, the Governments of Cambodia, France, Laos and Vietnam will deposit piasters at such times as requested in accounts designated by the diplomatic missions of the United States at Phnom Penh, Vientiane, and Saigon, not to exceed in total 13 million piasters, for the use of those missions on behalf of the Government of the United States of America for Administrative expenses in the States of Cambodia, Laos and Vietnam in connection with carrying out that agreement for the period ending June 30, 1952. It is provided, however, that this amount shall be subject to review as of December 31, 1951 to determine any adjustments for the balance of the fiscal year.

The piasters will be furnished by each of the Governments of Cambodia, France, Laos and Vietnam in accordance with percentages agreed upon among the four governments, taking into consideration the amount of military aid received by each Government. This Annex will be renewed with a view to appropriate amendment for the fiscal year ending June 30, 1953 and similarly thereafter before the end of each fiscal year, for the duration of the Agreement.

*The Laotian Ministry of Foreign Affairs to the American Chargé
d'Affaires ad interim*

ROYAUME DU LAOS

MINISTÈRE
DES
AFFAIRES EXTÉRIEURES

N° 1254/AE

Objet:

VIENTIANE, le 6 Novembre 1951

*Le Ministre des Affaires Extérieures
du Gouvernement Royal du Laos,
à Monsieur le Chargé d'Affaires des Etats-Unis
d'Amérique.
Légation Américaine,
Vientiane*

MONSIEUR LE CHARGÉ D'AFFAIRES,

J'ai l'honneur d'accuser réception de votre Note N° 11 en date du 2 Novembre relative à l'amendement à l'Annexe A du Pacte de Défense Mutuelle pour l'Indochine.

Lors de la réunion tenue à Saigon le 29 Août 1951 entre les Représentants des Gouvernements du Cambodge, des Etats-Unis d'Amérique, de la France, du Laos et du Viêt-Nam, le nouveau texte suivant a été proposé et adopté:

"Amendement à l'annexe "A"

"En exécution du paragraphe 5 de l'Article III du Pacte pour la Défense Mutuelle en Indochine, les Gouvernements du Cambodge, de la France, du Laos et du Viêt-Nam déposeront lorsqu'il leur sera demandé des piastres à un compte ou à des comptes qui seront désignés par les missions diplomatiques des Etats-Unis d'Amérique à Phnom Penh, Vientiane et Saigon, et dont le total n'excèdera pas 13 millions de piastres qui seront utilisées par ces missions diplomatiques au nom du Gouvernement des Etats-Unis d'Amérique pour le règlement des dépenses administratives dans les Etats du Viêt-Nam, du Cambodge et du Laos ayant trait à l'application du présent accord pour la période se terminant le 30 Juin 1952."

"Il est convenu, cependant, que cette somme sera soumise à révision à la date du 31 décembre 1951, pour fixer tous ajustements nécessaires pour l'équilibre de l'année fiscale."

"Ces piastres seront fournies par les Gouvernements du Cambodge, de la France, du Laos et du Viêt-Nam suivant des pourcentages qui seront déterminés d'accord communes entre les quatre Gouvernements, prenant en considération le montant de l'Aide Militaire reçue par chaque Gouvernement."

"Cette Annexe sera renouvelée, avec toutes les modifications appropriées, pour l'année fiscale se terminant le 30 Juin 1953 et de même par la suite pendant la durée de l'accord avant la fin de chaque année en cours."

J'ai l'honneur de vous faire connaître que le Gouvernement Royal du Laos donne son accord à l'adoption de cet Amendement.

Je saisir cette occasion de vous renouveler, Monsieur le Chargé d'Affaires, l'assurance de ma haute considération.—

[SEAL] O SOUVANNAVONG
Outhong Souvannavong
*chargé de l'expédition
des affaires courantes*

Translation

KINGDOM OF LAOS

MINISTRY
OF
FOREIGN AFFAIRS

No. 124/AE

Subject:

VIENTIANE, November 6, 1951

*The Minister of Foreign Affairs
of the Royal Government of Laos
to the Chargé d'Affaires of the United States of America,
American Legation,
Vientiane.*

MR. CHARGÉ D'AFFAIRES,

I have the honor to acknowledge the receipt of your note No. 11 dated November 2 [¹] relating to the amendment to Annex A of the Agreement for Mutual Defense in Indochina.

At the time of the meeting held in Saigon on August 29, 1951, among the Representatives of the Governments of Cambodia, the United States of America, France, Laos, and Vietnam, the following new text was proposed and adopted:

[For the English language text of the amendment to the Annex, see *ante*, p. 2743.]

I have the honor to inform you that the Royal Government of Laos agrees to the adoption of this amendment.

^¹ Not printed, since it was a follow-up note to the Legation's note of Aug. 16, 1951.

I avail myself of this occasion to renew to you, Mr. Chargé d'Affaires, the assurance of my high consideration.

[SEAL] O SOUVANNAVONG

Outhong Souvannavong
*In charge of the dispatch of
current affairs*

The American Legation (at Saigon) to the Cambodian Ministry of Foreign Affairs

THE FOREIGN SERVICE
OF THE
UNITED STATES OF AMERICA

No. 3

The Legation of the United States of America presents its compliments to the Ministry of Foreign Affairs of the Kingdom of Cambodia and has the honor to inform it that pursuant to appropriate provisions in the Pentagonal Agreement for Mutual Defense Assistance in Indochina, the United States Government has drawn up an estimate of local currency requirements to meet the administrative expenses for the maintenance of the Mutual Assistance Advisory Group in Indochina for the Fiscal Year 1952 (1 July 1951 to 30 June 1952). The estimate totals thirteen million piasters.

This figure is somewhat higher than that for the previous fiscal year. However, this is largely because the present estimate covers a full year's expenses for a Mutual Assistance Advisory Group complement of approximately seventy; whereas the previous budget was established for a Mutual Assistance Advisory Group complement of some forty persons for an approximate nine months period. Other pertinent reasons for the increased budget estimate have been communicated to the Secretariat of National Defense, High Commissariat for France in Indochina.

In connection with this current estimate it is noted that it is less than one percent of the aid program contemplated for Indochina.

In accordance with the provisions of Annex A of the Agreement it is suggested that this budget estimate for the Fiscal Year 1952 be made an Amendment to the Annex. A draft amendment is enclosed. You will note that this Amendment, which is basically similar to the original Annex, provides for a review of the budget as of December 31, 1951 to determine its adequacy. This measure is earnestly desired by the United States Government since the present estimate has been so closely figured that a review at the end of a six-months period is highly necessary.

In order to expedite the effecting of this Amendment it is suggested that the same general procedure be followed as that for the negotiation of the Agreement. Toward this end the Legation is advising each of the Associated States of the projected new estimate and of the draft amendment. The Legation suggests that all parties might be able to agree by August 24, 1951.

It is therefore suggested that each signatory government indicate to this Legation and to the other signatories concerned a representative who would be empowered to discuss this amendment to the extent necessary. Acceptance by each signatory should be indicated by the exchange of an appropriate instrument between each of the signatories, signed in the case of the Associated States by a Cabinet Minister, for the United States by the United States Minister to Cambodia, Laos and Vietnam or by his Charge d'Affaires at Saigon, and for France by a representative of the High Commissioner.

D R H

AMERICAN LEGATION,
Saigon, August 16, 1951

AMENDMENT TO ANNEX A

In implementation of Paragraph 5 of Article III of the Agreement for Mutual Defense Assistance in Indochina, the Governments of Cambodia, France, Laos and Vietnam will deposit piasters at such times as requested in accounts designated by the diplomatic missions of the United States at Phnom Penh, Vientiane, and Saigon, not to exceed in total 13 million piasters, for the use of those missions on behalf of the Government of the United States of America for Administrative expenses in the States of Cambodia, Laos and Vietnam in connection with carrying out that agreement for the period ending June 30, 1952. It is provided, however, that this amount shall be subject to review as of December 31, 1951 to determine any adjustments for the balance of the fiscal year.

The piasters will be furnished by each of the Governments of Cambodia, France, Laos and Vietnam in accordance with percentages agreed upon among the four governments, taking into consideration the amount of military aid received by each Government. This Annex will be renewed with a view to appropriate amendment for the fiscal year ending June 30, 1953 and similarly thereafter before the end of each fiscal year, for the duration of the Agreement.

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

ព្រះរាជាណាចក្រកម្ពុជា
ព្រះមហាក្សត្រ

ROYAUME DU CAMBODGE
MINISTÈRE DES AFFAIRES ÉTRANGERES

Nº 5-DGP/X

PHNOM-PENH, le 7 Janvier 1952

LE MINISTRE DES AFFAIRES ÉTRANGERES
À MONSIEUR LE CHARGÉ D'AFFAIRES
DE LA LEGATION AMÉRICAINE,
à Phnom-Penh

MONSIEUR LE CHARGÉ D'AFFAIRES,

Comme suite à votre lettre en date du 17 Octobre 1951, j'ai l'honneur de vous faire tenir l'accord du Gouvernement Royal du Cambodge sur l'annexe amendée concernant les dépenses administratives attachées à l'accord pentalatéral couvrant l'assistance militaire aux Etats Associés et à la France dont je confirme ci-après le texte:

"En exécution du paragraphe 5 de l'article III du pacte pour la défense Mutuelle en Indochine, les Gouvernements du Cambodge, de la France, du Laos et du Viêt-Nam déposeront lorsqu'il sera demandé des piastres à un compte ou à des comptes qui seront désignés par les missions diplomatiques des Etats-Unis d'Amérique à Phnom-Penh, Vientiane et Saigon, et dont le total n'excèdera pas 13 millions de piastres qui seront utilisées par ces missions diplomatiques au nom du Gouvernement des Etats Unis d'Amérique pour le règlement des dépenses administratives dans les Etats du Cambodge, du Laos et du Viêt-Nam, ayant trait à l'application du présent accord pour la période se terminant le 30 Juin 1952".

"Il est, convenu, cependant, que cette somme sera soumise à révision à la date du 31 Décembre 1951, pour fixer tous agissements nécessaires pour l'équilibre de l'année fiscale".

"Ces piastres seront fournies par les Gouvernements du Cambodge, de la France, du Laos et du Viêt-Nam suivant des pourcentages qui seront déterminés d'accord commun entre les quatre Gouvernements, prenant en considération le montant de l'Aide militaire reçue par chaque Gouvernement."

"Cette annexe sera renouvelée, avec toute les modifications appropriées, pour l'année fiscale se terminant le 30 Juin 1953 et de même par la suite pendant la durée de l'accord avant la fin de chaque année fiscale en cours."

Veuillez agréer, Monsieur le Chargé d'Affaires, l'assurance de ma haute considération./.

[SEAL] SONN
D^r Sonn-Mam

Translation

KINGDOM OF CAMBODIA
MINISTRY OF FOREIGN AFFAIRS

No. 5-DGP/X

PHNOM PENH, January 7, 1952

THE MINISTER OF FOREIGN AFFAIRS
TO THE CHARGÉ D'AFFAIRES OF THE AMERICAN LEGATION,
Phnom Penh

MR. CHARGÉ D'AFFAIRES,

With reference to your note dated October 17, 1951, [¹] I have the honor to inform you of the agreement of the Royal Government of Cambodia with respect to the amended Annex concerning administrative expenses in connection with the pentalateral agreement covering military assistance to the Associated States and France, the text of which I confirm hereinafter:

[For the English language text of the amendment to the Annex, see *ante*, p. 2743.]

Accept, Mr. Chargé d'Affaires, the assurance of my high consideration.

[SEAL] SONN
Dr. Sonn-Mam

¹Not printed, since it was a follow-up note to the Legation's note of Aug. 16, 1951.

PACIFIC OCEAN WEATHER STATIONS

TIAS 3132
June 4 and 28,
1954

Agreement between the UNITED STATES OF AMERICA and CANADA

- Effectuated by Exchange of Notes
Signed at Ottawa June 4 and
28, 1954
- Entered into force June 28, 1954

The American Ambassador to the Canadian Secretary of State for External Affairs

EMBASSY OF THE
UNITED STATES OF AMERICA

No. 279.

Ottawa, June 4, 1954

SIR:

I have the honor to refer to the exchange of notes between the Government of Canada and the Government of the United States of America dated at Washington June 8 and 22, 1950^[1] respectively, concerning the establishment of a Pacific Ocean Stations Program.

One of the matters covered in the aforementioned note exchange was the provision that the United States Government would undertake the full operation of Ocean Weather Station B in the Atlantic in consideration of the full operation by the Canadian Government of Ocean Station P in the Pacific. Under the terms of the North Atlantic Ocean Weather Stations Agreement signed in London on May 12, 1949^[2] the Government of Canada was responsible for providing one vessel at Ocean Station B and the United States was responsible for providing two vessels at that Station. It was agreed that it was to the mutual advantage of our two countries for the United States to assume full operation of Ocean Station B in the Atlantic and for Canada to assume full operation of Ocean Station P in the Pacific.

The North Atlantic Ocean Stations Agreement referred to above is to be replaced by a new Agreement on North Atlantic Ocean Stations signed at Paris on February 25, 1954.^[3] By the terms of this new Agreement the United States continues to be responsible for providing two vessels and Canada one vessel for the operation of Ocean Station B.

The United States is agreeable to continuing the past arrangement, i.e., the United States shall assume full operation of Ocean Station B in the Atlantic in consideration of the full operation by Canada of Ocean Station P in the Pacific.

It is understood that this arrangement would be in consonance with Article XI of the North Atlantic Ocean Stations Agreement signed at Paris on February 25, 1954. It is also understood that if this

¹ Treaties and Other International Acts Series 2103; 1 UST 569.

² TIAS 2053; 1 UST 356.

³ TIAS 3186.

proposal is acceptable to your Government, both Governments, in accordance with the provisions of Article XI mentioned above, would notify ICAO^[1] of this arrangement.

If the foregoing proposal is acceptable to your Government I have the honor to suggest that this note and your reply thereto shall constitute an agreement between our two Governments on this matter.

Accept, Sir, the assurances of my highest consideration.

R. DOUGLAS STUART
*Ambassador of the
 United States of America*

The Honorable
 LESTER B. PEARSON,
*Secretary of State
 For External Affairs,
 Ottawa.*

*The Canadian Secretary of State for External Affairs to the
 American Ambassador*

DEPARTMENT OF
 EXTERNAL AFFAIRS
 CANADA

No. E162

OTTAWA, June 28, 1954.

EXCELLENCY,

I have the honour to refer to your Note No. 279 of June 4, 1954, in which you set out proposals for the continuation of the arrangement established in the exchange of Notes between the Government of Canada and the Government of the United States of America dated at Washington June 8 and 22, 1950 respectively, concerning the establishment of a Pacific Ocean Stations Programme.

The proposals contained in your Note No. 279 are acceptable to the Canadian Government, and I have the honour to agree that your Note and this reply thereto shall constitute an agreement between our two Governments on this matter.

Accept, Excellency, the assurances of my highest consideration.

R. M. MACDONNELL
 for the Secretary of State
 for External Affairs.

His Excellency R. DOUGLAS STUART,
*Ambassador of the United States of America,
 Ottawa.*

¹ International Civil Aviation Organization.

DOUBLE TAXATION

Taxes on Income

Convention between the
UNITED STATES OF AMERICA
and the **FEDERAL REPUBLIC OF GERMANY**

- Signed at Washington July 22, 1954
- Ratification advised by the Senate
of the United States of America
August 20, 1954
- Ratified by the President of the
United States of America September 22, 1954
- Ratified by the Federal Republic
of Germany December 19, 1954
- Ratifications exchanged at Bonn
December 20, 1954
- Proclaimed by the President of the
United States of America December 24, 1954
- Entered into force December 20, 1954;
operative retroactively January 1, 1954

and

Exchanges of Notes

- Dated at Bad Godesberg November 16, 1954,
at Bonn December 20, 1954, and at
Washington January 4 and 17, 1955

BY THE PRESIDENT OF THE UNITED STATES OF AMERICA

A PROCLAMATION

WHEREAS a convention between the United States of America and the Federal Republic of Germany for the avoidance of double taxation with respect to taxes on income was signed at Washington on July 22, 1954, the original of which convention, in the English and German languages, is word for word as follows:

CONVENTION BETWEEN THE UNITED STATES OF AMERICA
AND THE FEDERAL REPUBLIC OF GERMANY FOR THE
AVOIDANCE OF DOUBLE TAXATION WITH RESPECT TO
TAXES ON INCOME

The President of the United States of America and the President of the Federal Republic of Germany, desiring to conclude a convention for the avoidance of double taxation with respect to taxes on income, have appointed for that purpose as their Plenipotentiaries:

The President of the United States of America:

John Foster Dulles, Secretary of State
of the United States of America,

The President of the Federal Republic of Germany:

Minister Albrecht von Kessel,
Acting Chargé d'Affaires of the
Federal Republic of Germany at Washington,

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

ABKOMMEN ZWISCHEN DEN VEREINIGTEN STAATEN VON AMERIKA
UND DER BUNDESREPUBLIK DEUTSCHLAND ZUR VERMEIDUNG
DER DOPPELBESTEUERUNG AUF DEM GEBIETE DER STEUERN
VOM EINKOMMEN

Der Präsident der Vereinigten Staaten von Amerika und
der Präsident der Bundesrepublik Deutschland, von dem Wunsche
geleitet, ein Abkommen zur Vermeidung der Doppelbesteuerung
auf dem Gebiete der Steuern vom Einkommen abzuschließen,
haben zu diesem Zwecke zu ihren Bevollmächtigten ernannt:

Der Präsident der Vereinigten Staaten von Amerika:

John Foster Dulles, Staatssekretär
der Vereinigten Staaten von Amerika,

Der Präsident der Bundesrepublik Deutschland:

den Gesandten Albrecht von Kessel,
Geschäftsträger ad interim
der Bundesrepublik Deutschland in Washington,

die, nachdem sie sich ihre Vollmachten mitgeteilt und diese
in guter und gehöriger Form befunden, folgendes vereinbart
haben:

Article I

(1) The taxes referred to in this Convention are:

(a) In the case of the United States of America:

The Federal income taxes, including surtaxes and excess profits taxes;

(b) In the case of the Federal Republic:

The income tax, the corporation tax and the Berlin emergency contribution (Notopfer).

(2) The present Convention shall also apply to any other income or profits tax of a substantially similar character which may be imposed by one of the contracting States after the date of signature of the present Convention.

Article II

(1) As used in this Convention:

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

(b) The term "Federal Republic" means the Federal Republic of Germany and when used in a geographical sense means the territory over which the Basic Law for the Federal Republic of Germany is in effect;

(c) The term "permanent establishment" means a branch, office, factory, workshop, warehouse, mine, stone

Artikel I

(1) Die Steuern, auf die sich dieses Abkommen bezieht,
sind:

- a) auf seiten der Vereinigten Staaten von Amerika:
die Bundesinkommensteuern einschließlich der Zu-
schlagsteuern (surtaxes) und der Übergewinnsteuern
(excess profits taxes);
- b) auf seiten der Bundesrepublik:
die Einkommensteuer, die Körperschaftsteuer und
das Notopfer Berlin (im folgenden Steuern der
Bundesrepublik genannt).

(2) Das vorliegende Abkommen ist auch auf jede andere,
ihrem Wesen nach ähnliche Einkommen- oder Gewinnsteuer anzu-
wenden, die nach seiner Unterzeichnung von einem der Ver-
tragsstaaten erhoben wird.

Artikel II

(1) In diesem Abkommen bedeuten:

- a) der Begriff "Vereinigte Staaten" die Vereinigten
Staaten von Amerika; in geographischem Sinne ver-
wendet umfaßt er ihre Staaten, die Territorien
Alaska und Hawaii sowie den District of Columbia;
- b) der Begriff "Bundesrepublik" die Bundesrepublik
Deutschland; in geographischem Sinne verwendet
umfaßt er das Gebiet des Geltungsbereichs des
Grundgesetzes für die Bundesrepublik Deutschland;
- c) der Begriff "Betriebsstätte" eine Zweigniederlassung,
Geschäftsstelle (office), Fabrik, Werkstätte, ein

quarry or other place of exploitation of the ground or soil, permanent display and sales office, or a construction or assembly project or the like the duration of which exceeds or will likely exceed twelve months, or other fixed place of business; but does not include the casual and temporary use of mere storage facilities, nor does it include an agent or employee unless the agent or employee has full power for the negotiation and concluding of contracts on behalf of the enterprise and also habitually exercises this power, or has a stock of merchandise from which he regularly fills orders on behalf of the enterprise. An enterprise of one of the contracting States shall not be deemed to have a permanent establishment in the other State merely because it carries on business dealings in such other State through a commission agent, broker, custodian or other independent agent, acting in the ordinary course of his business as such. The fact that an enterprise of one of the contracting States maintains in the other State a fixed place of business exclusively for the purchase of goods and merchandise shall not of itself constitute such fixed place of business a permanent establishment of the enterprise. The fact that a corporation of one contracting State has a subsidiary corporation which is a corporation of the other State or which is engaged in trade or business in the other State shall not of itself constitute that subsidiary corporation a permanent establishment of its parent corporation. The maintenance

Lagerhaus, Bergwerk, einen Steinbruch oder andere Stätten der Ausbeutung des Grund und Bodens, dauernde Verkaufsausstellungen, ferner eine Bauausführung, Montage u.dgl., deren Dauer 12 Monate überschritten hat oder voraussichtlich überschreiten wird, oder eine andere ständige Geschäftseinrichtung; er schließt aber weder die gelegentliche und zeitlich beschränkte Benutzung bloßer Stapelgelegenheiten ein, noch einen Vertreter oder Angestellten, es sei denn, der Vertreter oder Angestellte besitzt eine allgemeine Vollmacht zu Vertragsverhandlungen und Vertragsabschlüssen für ein Unternehmen und übt diese Vollmacht gewöhnlich in dem anderen Staat auch aus, oder er verfügt über ein Warenlager, von dem er regelmäßig Bestellungen für das Unternehmen ausführt. Eine Betriebsstätte in dem anderen Staat wird nicht schon deshalb angenommen, weil ein Unternehmen des einen Vertragsstaates in dem anderen Staat Geschäftsbeziehungen durch einen Kommissionär, Makler, Sachwalter oder einen anderen unabhängigen Vertreter unterhält, der im Rahmen seiner ordentlichen Geschäftstätigkeit handelt. Die Tatsache, dass ein Unternehmen eines der Vertragsstaaten in dem anderen Staat eine ständige Geschäftseinrichtung ausschließlich für den Einkauf von Gütern und Waren unterhält, macht für sich allein eine solche ständige Geschäftseinrichtung nicht zur Betriebsstätte des Unternehmens. Der

within the territory of one of the contracting States by an enterprise of the other contracting State of a warehouse for convenience of delivery and not for purposes of display shall not of itself constitute a permanent establishment within that territory;

- (d) The term "enterprise of one of the contracting States" means, as the case may be, "United States enterprise" or "German enterprise";
- (e) The term "United States enterprise" means an industrial or commercial enterprise or undertaking carried on in the United States by a resident (including an individual in his individual capacity or as a member of a partnership) or a fiduciary of the United States or by a United States corporation or other entity; the term "United States corporation or other entity" means a corporation or other entity created or organized under the law of the United States or of any State or Territory of the United States;

Umstand, daß eine Gesellschaft eines der Vertragsstaaten in dem anderen Staat eine Tochtergesellschaft besitzt, die eine Gesellschaft dieses anderen Staates ist oder in diesem anderen Staat Geschäftsbeziehungen unterhält, macht für sich allein die Tochtergesellschaft nicht zur Betriebsstätte ihrer Muttergesellschaft. Unterhält ein Unternehmen des einen Vertragsstaates im Gebiet des anderen Vertragsstaates ein Lagerhaus zu Auslieferungs-, nicht aber zu Ausstellungszwecken, so begründet dies für sich allein keine Betriebsstätte in dem anderen Staat;

- d) der Begriff "Unternehmen eines der Vertragsstaaten" je nach dem Zusammenhang ein amerikanisches oder deutsches Unternehmen;
- e) der Begriff "amerikanisches Unternehmen" eine gewerbliche Unternehmung, die in den Vereinigten Staaten von einer natürlichen Person (als solcher oder als Gesellschafter einer Personengesellschaft) mit Wohnsitz in den Vereinigten Staaten oder von einem fiduciary der Vereinigten Staaten oder von einer amerikanischen Körperschaft oder einem anderen amerikanischen Rechtsträger betrieben wird; der Begriff "amerikanische Körperschaft oder anderer amerikanischer Rechtsträger" die nach dem Recht der Vereinigten Staaten, ihrer Staaten oder Territorien errichteten oder organisierten Körperschaften oder anderen Rechtsträger;

(f) The term "German enterprise" means an industrial or commercial enterprise or undertaking carried on in the Federal Republic by a natural person . (including an individual in his individual capacity or as a member of a partnership) resident in the Federal Republic or by a German company; the term "German company" means juridical persons together with entities treated as juridical persons for tax purposes under the laws of the Federal Republic; and

(g) The term "competent authorities" means, in the case of the United States, the Commissioner of Internal Revenue as authorized by the Secretary of the Treasury; and in the case of the Federal Republic, the Federal Ministry of Finance.

(2) In the application of the provisions of this Convention by one of the contracting States any term not otherwise defined shall, unless the context otherwise requires, have the meaning which the term has under its own applicable laws. For the purposes of this Convention "residence" in the Federal Republic shall include the customary place of abode therein.

Article III

(1) Industrial or commercial profits of an enterprise of one of the contracting States shall not be subject to tax

- f) der Begriff "deutsches Unternehmen" eine gewerbliche Unternehmung, die in der Bundesrepublik von einer natürlichen Person (als solcher oder als Gesellschafter einer Personengesellschaft) mit Wohnsitz in der Bundesrepublik oder von einer deutschen Gesellschaft betrieben wird; der Begriff "deutsche Gesellschaft" juristische Personen sowie solche Rechtsträger, die nach den Gesetzen der Bundesrepublik steuerlich wie juristische Personen behandelt werden, wenn die Gesellschaft ihre Geschäftsleitung oder ihren Sitz in der Bundesrepublik hat; und
- g) der Begriff "zuständige Behörde" auf Seiten der Vereinigten Staaten den Commissioner of Internal Revenue im Rahmen der ihm vom Sekretär des Schatzamtes erteilten Vollmachten und auf Seiten der Bundesrepublik den Bundesminister der Finanzen.

(2) Bei Anwendung der Vorschriften dieses Abkommens wird jeder Vertragsstaat, sofern sich aus dem Zusammenhang nicht etwas anderes ergibt, jedem nicht anders bestimmten Begriff den Sinn beilegen, der ihm nach den eigenen maßgebenden Gesetzen zukommt. Im Sinne dieses Abkommens umfaßt der Begriff "Wohnsitz" in der Bundesrepublik auch den gewöhnlichen Aufenthalt.

Artikel III

(1) Gewerbliche Gewinne aus einem Unternehmen eines der Vertragsstaaten sind in dem anderen Staat nicht steuer-

by the other State unless the enterprise is engaged in trade or business in such other State through a permanent establishment situated therein. If it is so engaged, such other State may impose its tax upon the entire income of such enterprise from sources within such State and will limit its taxation of the enterprise to income from such sources.

(2) No account shall be taken in determining the tax in one of the contracting States of the mere purchase of merchandise therein by an enterprise of the other State.

(3) Where an enterprise of one of the contracting States is engaged in trade or business in the territory of the other contracting State through a permanent establishment situated therein, there shall be attributed to such permanent establishment the industrial or commercial profits which it might be expected to derive if it were an independent enterprise engaged in the same or similar activities under the same or similar conditions and dealing at arm's length with the enterprise of which it is a permanent establishment.

(4) In the determination of the industrial or commercial profits of the permanent establishment there shall be allowed as deductions all expenses which are reasonably allocable to the permanent establishment, including executive and general administrative expenses so allocable.

(5) The competent authorities of the two contracting States may lay down rules by agreement for the apportionment of industrial or commercial profits.

pflichtig, es sei denn, daß das Unternehmen in dem anderen Staat durch eine dort belegene Betriebsstätte gewerblich tätig ist. Sofern dies der Fall ist, kann dieser andere Staat die gesamten, aus Quellen innerhalb dieses Staates erzielten Einkünfte des Unternehmens besteuern; dabei wird er die Besteuerung des Unternehmens auf die aus diesen Quellen erzielten Einkünfte beschränken.

(2) Bei der Festsetzung der Steuer durch einen der Vertragsstaaten darf der bloße Einkauf von Waren in diesem Staat durch ein Unternehmen des anderen Staates nicht berücksichtigt werden.

(3) Ist ein Unternehmen eines der Vertragsstaaten im Gebiet des anderen Staates durch eine dort belegene Betriebsstätte gewerblich tätig, so sind dieser Betriebsstätte diejenigen Gewinne aus gewerblicher Tätigkeit zuzuweisen, die sie als selbständiges Unternehmen durch gleiche oder ähnliche Tätigkeit, unter denselben oder ähnlichen Bedingungen und ohne jede Abhängigkeit von dem Unternehmen, dessen Betriebsstätte sie ist, hätte erzielen können.

(4) Bei der Festsetzung der Gewinne aus gewerblicher Tätigkeit einer Betriebsstätte sind alle billigerweise der Betriebsstätte zurechenbaren Ausgaben, mit Einschluß von Geschäftsführungs- und allgemeinen Verwaltungskosten, zum Abzug zuzulassen.

(5) Die zuständigen Behörden der beiden Vertragsstaaten können sich über die Aufstellung von Richtlinien zur richtigen Aufteilung der Gewinne aus gewerblicher Tätigkeit verständigen.

Article IV

Where an enterprise of one of the contracting States, by reason of its participation in the management or the financial structure of an enterprise of the other contracting State, agrees to, or imposes on the latter enterprise, commercial or financial conditions differing from those which would be made with an independent enterprise, any profits which would normally have accrued to one of the enterprises, but by reason of those conditions have not so accrued, may be included in the profits of that enterprise and taxed accordingly.

Article V

Profits derived by an enterprise of one of the contracting States from the operation of ships or aircraft, shall be exempt from tax by the other State.

Article VI

(1) The rate of tax imposed by the United States shall not exceed 15 percent in the case of dividends from sources within the United States derived by a German company not having a permanent establishment in the United States and owning at least 10 percent of the voting stock of the corporation paying such dividend.

(2) The rate of tax imposed by the Federal Republic shall not exceed 15 percent in the case of dividends from sources within the Federal Republic derived by a United States corporation not having a permanent establishment in

Artikel IV

Wenn ein Unternehmen des einen Vertragsstaates vermöge seiner Beteiligung an der Geschäftsführung oder am finanziellen Aufbau eines Unternehmens des anderen Vertragsstaates mit diesem Unternehmen wirtschaftliche oder finanzielle Bedingungen vereinbart oder ihm solche auferlegt, die von denjenigen, die mit einem unabhängigen Unternehmen vereinbart würden, abweichen, so dürfen Gewinne, die eines der beiden Unternehmen üblicherweise erzielt hätte, aber wegen dieser Bedingungen nicht erzielt hat, den Gewinnen dieses Unternehmens zugerechnet und entsprechend besteuert werden.

Artikel V

Gewinne, die aus einem Unternehmen eines der Vertragsstaaten durch den Betrieb von Schiffen oder Luftfahrzeugen erzielt werden, sind in dem anderen Staat steuerbefreit.

Artikel VI

(1) Der Satz der Steuer, die die Vereinigten Staaten auf Dividenden aus Quellen innerhalb der Vereinigten Staaten erheben, darf fünfzehn vom Hundert nicht übersteigen, wenn der Dividendenempfänger eine deutsche Gesellschaft ist, die keine Betriebsstätte in den Vereinigten Staaten unterhält und der mindestens zehn vom Hundert der stimmberechtigten Anteile der dividendenzahlenden Körperschaft gehören.

(2) Der Satz der Steuer, die die Bundesrepublik auf Dividenden aus Quellen innerhalb der Bundesrepublik erhebt, darf fünfzehn vom Hundert nicht übersteigen, wenn der Dividendenempfänger eine amerikanische Körperschaft ist, die

the Federal Republic and owning at least 10 percent of the voting stock of the German company paying such dividend.

(3) If, subsequent to the date of signature of this Convention, the percentage of stock ownership provided in section 131(f)(1) of the Internal Revenue Code is reduced, the percentage of stock ownership provided in paragraphs (1) and (2) of this Article shall likewise be deemed to be simultaneously reduced.

Article VII

Interest on bonds, notes, debentures, securities or on any other form of indebtedness (exclusive of interest on debts secured by mortgages on farms, timberlands or real property used wholly or partly for housing purposes) derived, bona fide as interest,

- (A) by a natural person resident in the Federal Republic, or by a German company, not having a permanent establishment in the United States, shall be exempt from tax by the United States; or
- (B) by a resident, or corporation or other entity of the United States, not having a permanent establishment in the Federal Republic, shall be exempt from tax by the Federal Republic.

keine Betriebsstätte in der Bundesrepublik unterhält und der mindestens zehn vom Hundert der stimmberechtigten Anteile der dividendenzahlenden deutschen Gesellschaft gehören.

(3) Wenn nach dem Tage der Unterzeichnung dieses Abkommens der Hundertsatz, der in Section 131 (f) (1) des Internal Revenue Code für die stimmberechtigten Anteile vorgesehen ist, herabgesetzt wird, so gilt der in den Absätzen 1 und 2 vorgesehene Hundertsatz der stimmberechtigten Anteile als gleichzeitig herabgesetzt.

Artikel VII

Zinsen von Obligationen, Wertpapieren, Kassenscheinen, Schuldverschreibungen oder irgendeiner anderen Schuldverpflichtung (außer den Zinsen für Forderungen, die durch Pfandrechte an Grundstücken gesichert sind, die land- oder forstwirtschaftlichen Zwecken oder ganz oder teilweise Wohnzwecken dienen) sind, soweit sie ohne Mißbrauchsabsicht ver einbart wurden,

- A) in den Vereinigten Staaten steuerbefreit, wenn sie eine natürliche Person mit Wohnsitz in der Bundesrepublik oder eine deutsche Gesellschaft bezieht, die keine Betriebsstätte in den Vereinigten Staaten haben, oder
- B) in der Bundesrepublik steuerbefreit, wenn sie eine Person mit Wohnsitz in den Vereinigten Staaten, eine amerikanische Körperschaft oder ein anderer amerikanischer Rechtsträger bezieht, die keine Betriebsstätte in der Bundesrepublik haben.

Article VIII

Royalties and other amounts derived as bona fide consideration for the right to use copyrights, artistic and scientific works, patents, designs, plans, secret processes and formulae, trade-marks and other like property and rights (including rentals and like payments in respect to motion picture films or for the use of industrial, commercial or scientific equipment), derived

- (A) by a natural person resident in the Federal Republic, or by a German company, not having a permanent establishment in the United States, shall be exempt from tax by the United States; or
- (B) by a resident, or corporation or other entity of the United States, not having a permanent establishment in the Federal Republic, shall be exempt from tax by the Federal Republic.

Article IX

- (1) Income from real property situated in one of the contracting States (including gains derived from the sale or exchange of such property and interest on debts secured by mortgages on farms, timberlands, or real property used wholly or partly for housing purposes) and royalties in

Artikel VIII

Lizenzgebühren (royalties) und andere Vergütungen für die Überlassung des Gebrauchsrechtes an literarischen Urheberrechten, künstlerischen oder wissenschaftlichen Werken, Patenten, Mustern, Plänen, geheimen Verfahren und Formeln, Markenrechten und ähnlichen Vermögenswerten und Rechten (einschließlich der Mietgebühren und ähnlicher Vergütungen für die Überlassung von kinematographischen Filmen oder für die Benutzung der gewerblichen, kaufmännischen oder wissenschaftlichen Ausrüstung) sind, soweit sie ohne Mißbrauchsabsicht vereinbart wurden,

- A) in den Vereinigten Staaten steuerbefreit, wenn sie eine natürliche Person mit Wohnsitz in der Bundesrepublik oder eine deutsche Gesellschaft bezieht, die keine Betriebsstätte in den Vereinigten Staaten haben, oder
- B) in der Bundesrepublik steuerbefreit, wenn sie eine Person mit Wohnsitz in den Vereinigten Staaten, eine amerikanische Körperschaft oder ein anderer amerikanischer Rechtsträger bezieht, die keine Betriebsstätte in der Bundesrepublik haben.

Artikel IX

- (1) Einkünfte aus unbeweglichem Vermögen, das in einem der Vertragsstaaten liegt (einschließlich der Gewinne aus dem Verkauf oder Tausch solchen Vermögens und der Zinsen für Forderungen, die durch Pfandrechte an Grundstücken gesichert sind, die land- oder forstwirtschaftlichen Zwecken

respect of the operation of mines, stone quarries or other natural resources derived by a resident or corporation or other entity or company of the other contracting State, shall be taxable only by the former State.

(2) (a) A natural person resident in the Federal Republic or a German company deriving from sources within the United States any item of income coming within the scope of paragraph (1) of this Article, may, for any taxable year, elect to be subject to tax by the United States on a net income basis as if such resident or company were engaged in trade or business within the United States through a permanent establishment therein.

(b) A resident or corporation or other entity of the United States deriving from sources in the Federal Republic any item of income coming within the scope of paragraph (1) of this Article, may, for any taxable year, elect to be subject to tax by the Federal Republic on a net income basis as if such resident or corporation or other entity were engaged in trade or business within the Federal Republic through a permanent establishment therein.

oder ganz oder teilweise Wohnzwecken dienen) sowie die Vergütungen für die Ausbeutung von Bergwerken, Steinbrüchen oder anderen Bodenschätzen, die von einer Person mit Wohnsitz in dem anderen Staat, von einer Körperschaft, einem anderen Rechtsträger oder einer Gesellschaft des anderen Staates bezogen werden, dürfen nur in dem erstgenannten Staat besteuert werden.

(2) a) Bezieht eine natürliche Person mit Wohnsitz in der Bundesrepublik oder eine deutsche Gesellschaft Einkünfte aus Vermögen, das in den Vereinigten Staaten liegt, und fallen diese Einkünfte unter Absatz 1, so kann die Person oder Gesellschaft für jedes Steuerjahr verlangen, in den Vereinigten Staaten auf Grund des Reineinkommens, d.h. so besteuert zu werden, als ob sie in den Vereinigten Staaten durch eine dort belegene Betriebsstätte gewerblich tätig gewesen wäre.

b) Bezieht eine Person mit Wohnsitz in den Vereinigten Staaten, eine amerikanische Körperschaft oder ein anderer amerikanischer Rechtsträger Einkünfte aus Vermögen, das in der Bundesrepublik liegt, und fallen diese Einkünfte unter Absatz 1, so kann die Person, die Körperschaft oder der Rechtsträger für jedes Steuerjahr verlangen, in der Bundesrepublik auf Grund des Reineinkommens, d.h. so besteuert zu werden, als ob sie in der Bundesrepublik durch eine dort belegene Betriebsstätte gewerblich tätig gewesen wären.

Article X

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

- (a) his compensation is received for such labor or personal services performed as an employee of, or under contract with, a natural person resident in the Federal Republic, or a German company and such compensation is borne by such resident or company, or
- (b) his compensation received for such labor or personal services does not exceed \$3,000.

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

Article XI

(1) (a) Wages, salaries and similar compensation and pensions paid by the United States or by its states, territories or political subdivisions, to an individual (other

Artikel X

(1) Hält sich eine natürliche Person mit Wohnsitz in der Bundesrepublik im Laufe eines Steuerjahres vorübergehend, zusammen nicht mehr als 183 Tage, in den Vereinigten Staaten auf, so ist sie in den Vereinigten Staaten von der Steuer auf Vergütungen für in den Vereinigten Staaten geleistete Arbeit oder persönliche Dienste (einschließlich der Ausübung freier Berufe und der Tätigkeit als Aufsichtsratsmitglied) befreit, sofern eine der beiden folgenden Bedingungen erfüllt ist:

- a) wenn die für solche Arbeit oder persönlichen Dienste entrichtete Vergütung auf Grund eines Dienstverhältnisses oder eines Vertrages mit einer natürlichen Person mit Wohnsitz in der Bundesrepublik oder mit einer deutschen Gesellschaft bezogen und von dieser Person oder Gesellschaft getragen wird, oder
- b) wenn die Vergütung für solche Arbeit oder persönlichen Dienste 3.000 Dollar nicht übersteigt.

(2) Absatz 1 ist auf eine natürliche Person mit Wohnsitz in den Vereinigten Staaten, die Vergütungen für in der Bundesrepublik geleistete Arbeit oder persönliche Dienste bezieht, entsprechend anzuwenden.

Artikel XI

(1) a) Löhne, Gehälter und ähnliche Vergütungen sowie Ruhegehälter, die die Vereinigten Staaten oder ihre Staaten, Territorien oder Gebietskörperschaften an natürliche Personen

than a German citizen) shall be exempt from tax by the Federal Republic.

(b) Wages, salaries and similar compensation and pensions paid by the Federal Republic, Laender or municipalities, or by a public pension fund, to an individual (other than a citizen of the United States and other than an individual who has been admitted to the United States for permanent residence therein) shall be exempt from tax by the United States.

(c) For the purposes of this paragraph the term "pensions" shall be deemed to include annuities paid to a retired civilian government employee.

(2) Private pensions and private life annuities which are from sources within one of the contracting States and are paid to individuals residing in the other contracting State shall be exempt from taxation by the former State.

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

(4) The term "life annuities", as used in this Article, means a stated sum payable periodically at stated times during life, or during a specified number of years, under an obligation to make the payments in return for adequate and full consideration in money or money's worth.

(außer deutschen Staatsangehörigen) zahlen, sind in der Bundesrepublik steuerbefreit.

b) Löhne, Gehälter und ähnliche Vergütungen sowie Ruhegehälter, die die Bundesrepublik, die Länder oder Gemeinden oder eine öffentlich-rechtliche Rentenanstalt an natürliche Personen (außer Staatsangehörigen der Vereinigten Staaten und natürliche Personen, denen die Einreise in die Vereinigten Staaten zur Gründung eines ständigen Wohnsitzes gestattet worden ist) zahlen, sind in den Vereinigten Staaten steuerbefreit.

c) Der Begriff "Ruhegehälter" im Sinne dieses Absatzes umfaßt auch Renten, die an im Ruhestand befindliche Angestellte des öffentlichen Dienstes gezahlt werden.

(2) Private Ruhegehälter und private Leibrenten, die eine natürliche Person mit Wohnsitz in einem Vertragsstaat aus Quellen innerhalb des anderen Staates bezieht, sind in diesem anderen Staat steuerbefreit.

(3) Unter dem in diesem Artikel verwendeten Begriff "Ruhegehälter" sind regelmäßig wiederkehrende Vergütungen zu verstehen, die im Hinblick auf geleistete Dienste oder zum Ausgleich erlittener Nachteile entrichtet werden.

(4) Der in diesem Artikel verwendete Begriff "Leibrenten" bedeutet bestimmte Beträge, die regelmäßig an festen Terminen auf Lebenszeit oder während einer bestimmten Anzahl von Jahren auf Grund einer Verpflichtung zahlbar sind, die diese Zahlungen als Gegenleistung für eine in Geld oder Geldeswert erbrachte angemessene Leistung vorsieht.

Article XII

A professor or teacher, a resident of one of the contracting States, who temporarily visits the other contracting State for the purpose of teaching for a period not exceeding two years at a university, college, school or other educational institution in the other contracting State, shall be exempted by the other contracting State from tax on his remuneration for such teaching during that period.

Article XIII

(1) A resident of one of the contracting States who is temporarily present in the other contracting State solely as a student at a university, college, school or other educational institution in the other contracting State, shall be exempt from tax by the latter State with respect to remittances from abroad for study and maintenance.

(2) An apprentice (inclusive of Volontaere and Praktikanten in the Federal Republic), a resident of one of the contracting States, who is temporarily present in the other contracting State exclusively for the purposes of acquiring business or technical experience shall be exempt from tax by the latter State in respect of remittances from abroad for study and maintenance.

(3) A resident of one of the contracting States who is a recipient of a grant, allowance or award from a non-profit religious, charitable, scientific, literary or educational organization, shall be exempt from tax by the other State on such payments from such organization (other than

Artikel XII

Ein Hochschullehrer oder Lehrer mit Wohnsitz in einem der Vertragsstaaten, der sich vorübergehend für höchstens zwei Jahre zu Unterrichtszwecken an einer Universität, einem College, einer Schule oder anderen Lehramtstalt des anderen Staates aufhält, ist in dem anderen Staat von der Steuer auf die Einkünfte aus dieser Lehrtätigkeit während des genannten Zeitraums befreit.

Artikel XIII

(1) Eine Person mit Wohnsitz in einem der Vertragsstaaten, die sich ausschließlich als Student an einer Universität, einem College, einer Schule oder anderen Lehramtstalt in dem anderen Staat vorübergehend aufhält, ist von der Steuer des anderen Staates auf Überweisungen aus dem Ausland für Studienkosten und Unterhalt befreit.

(2) Ein Lehrling (in der Bundesrepublik einschließlich der Volontäre und Praktikanten) mit Wohnsitz in einem der Vertragsstaaten, der sich vorübergehend in dem anderen Staat ausschließlich zum Erwerb geschäftlicher oder technischer Erfahrungen aufhält, ist von der Steuer des anderen Staates auf Überweisungen aus dem Ausland für Studienkosten und Unterhalt befreit.

(3) Eine Person mit Wohnsitz in einem der Vertragsstaaten, die einen Zuschuß, Unterhaltsbetrag oder einen Preis von einer religiösen, mildtätigen, wissenschaftlichen literarischen oder pädagogischen, nicht auf Gewinnerzielung gerichteten Organisation erhält, ist von der Steuer des anderen

compensation for personal services).

(4) A resident of one of the contracting States who is an employee of an enterprise of such State or an organization described in paragraph (3) of this Article, and who is temporarily present in the other contracting State for a period not exceeding one year solely to acquire technical, professional or business experience from any person other than such enterprise or organization, shall be exempt from tax by such other State on compensation from abroad paid by such enterprise or organization if his annual compensation for services wherever performed does not exceed \$10,000.

Article XIV

(1) Dividends and interest paid by a German company (other than a United States corporation) shall be exempt from United States tax where the recipient is a nonresident alien or a foreign corporation.

(2) Dividends and interest paid by a United States corporation shall be exempt from tax by the Federal Republic where the recipient is not a resident or company of the Federal Republic.

Staates auf derartige Zahlungen dieser Organisationen (außer Vergütungen für persönliche Dienstleistungen) befreit.

(4) Eine Person mit Wohnsitz in einem der Vertragsstaaten, die ein Angestellter eines Unternehmens dieses Staates oder einer der in Absatz 2 genannten Organisationen ist und die sich vorübergehend für einen Zeitraum von nicht mehr als einem Jahr in dem anderen Staat ausschließlich zu dem Zweck aufhält, technische, berufliche oder geschäftliche Erfahrungen von einer anderen Person als diesem Unternehmen oder dieser Organisation zu erwerben, ist in dem anderen Staat von der Steuer auf Vergütungen aus dem Ausland, die von dem erstgenannten Unternehmen oder der erstgenannten Organisation gezahlt werden, befreit, wenn ihre jährliche Vergütung für Dienstleistungen ohne Rücksicht darauf, wo sie geleistet werden, 10.000 Dollar nicht übersteigt.

Artikel XIV

(1) Dividenden und Zinsen, die eine deutsche Gesellschaft zahlt (außer wenn sie gleichzeitig eine amerikanische Körperschaft ist), sind in den Vereinigten Staaten steuerbefreit, wenn der Empfänger ein Ausländer ohne Wohnsitz in den Vereinigten Staaten oder eine ausländische Körperschaft ist.

(2) Dividenden und Zinsen, die eine amerikanische Körperschaft zahlt, sind in der Bundesrepublik steuerbefreit, wenn der Empfänger in der Bundesrepublik keinen Wohnsitz hat oder keine deutsche Gesellschaft ist.

Article XV

(1) It is agreed that double taxation shall be avoided in the following manner:

(a) The United States, in determining its taxes specified in Article I of this Convention in the case of its citizens, residents or corporations, may, regardless of any other provision of this Convention, include in the basis upon which such taxes are imposed all items of income taxable under the revenue laws of the United States as if this Convention had not come into effect. The United States shall, however, subject to the provisions of section 131, Internal Revenue Code, as in effect on the date of the entry into force of this Convention, deduct from its taxes the amount of Federal Republic taxes specified in Article I of this Convention. It is agreed that by virtue of the provisions of subparagraph (b) of this paragraph the Federal Republic satisfies the similar credit requirement set forth in section 131(a)(3), Internal Revenue Code.

(b) The Federal Republic, in determining its taxes specified in Article I of this Convention in the case of residents of the Federal Republic or German companies, shall exclude from the basis upon which its taxes are imposed such items of income as are dealt with in this Convention, derived from the United

Artikel XV

(1) Eine Doppelbesteuerung ist in der folgenden Weise zu vermeiden:

a) Bei der Festsetzung ihrer in Artikel I dieses Abkommens bezeichneten Steuern dürfen die Vereinigten Staaten ungeachtet anderer Vorschriften dieses Abkommens, soweit ihre Staatsangehörigen, Personen mit Wohnsitz in den Vereinigten Staaten oder Körperschaften der Vereinigten Staaten in Frage stehen, alle Einkommensteile, die nach den Steuergesetzen der Vereinigten Staaten steuerpflichtig sind, so in die Bemessungsgrundlage einzubeziehen, als ob das Abkommen nicht in Kraft getreten wäre. Nach Section 131 des Internal Revenue Code in der am Tage des Inkrafttretens dieses Abkommens maßgeblichen Fassung werden indessen die Vereinigten Staaten von ihren Steuern den Betrag der in Artikel I dieses Abkommens bezeichneten Steuern der Bundesrepublik abziehen. Dabei besteht Einigkeit darüber, daß die Bundesrepublik auf Grund des Buchstabens b dieses Absatzes die in Section 131 (a) (3) des Internal Revenue Code geforderte Voraussetzung der Gegenseitigkeit (similar credit requirement) erfüllt.

b) Bei der Festsetzung ihrer in Artikel I dieses Abkommens bezeichneten Steuern wird die Bundesrepublik, soweit Personen mit Wohnsitz in der Bundesrepublik oder deutsche Gesellschaften in Frage stehen, diejenigen aus den Vereinigten Staaten stammenden Einkommensteile, mit denen sich dieses Abkommen befaßt und die nach diesem

States and not exempt from United States tax; but in the case of a citizen of the United States resident in the Federal Republic there shall be excluded from the tax base all items of income derived from the United States provided that the items are taxed by the United States. The Federal Republic, however, reserves the right to take into account in the determination of the rate of its taxes the income excluded as provided in this subparagraph.

(2) The provisions of this Article shall not disturb the exemptions from tax of the United States or of the Federal Republic granted by Article XI(1) of the present Convention.

Article XVI

(1) The competent authorities of the contracting States shall exchange such information (being information available under the respective taxation laws of the contracting States) as is necessary for carrying out the provisions of the present Convention or for the prevention of fraud or the like in relation to the taxes which are the subject of the present Convention. Any information so exchanged shall be treated as secret and shall not be disclosed to any persons other than those concerned with the assessment and collection of the taxes which are the subject of the present Convention. No

Abkommen nicht von der Steuer der Vereinigten Staaten befreit sind, von der Bemessungsgrundlage ausnehmen; darüber hinaus wird die Bundesrepublik, soweit Staatsangehörige der Vereinigten Staaten mit Wohnsitz in der Bundesrepublik in Frage stehen, alle aus den Vereinigten Staaten stammenden Einkommensteile von der Steuerbemessungsgrundlage ausnehmen, soweit sie in den Vereinigten Staaten besteuert werden. Die Bundesrepublik behält aber bei der Festsetzung des anwendbaren Steuersatzes das Recht, die nach diesem Absatz von der Bemessungsgrundlage ausgenommenen Einkommensteile in Rechnung zu stellen.

(2) Die Vorschriften dieses Artikels berühren nicht die nach Artikel XI Absatz 1 dieses Abkommens gewährleisteten Befreiungen von den Steuern der Vereinigten Staaten oder der Bundesrepublik.

Artikel XVI

(1) Die zuständigen Behörden der Vertragsstaaten werden unter sich die Auskünfte austauschen, die nach den Steuergesetzen der beiden Vertragsstaaten gefordert werden können und die notwendig sind für die Durchführung der Vorschriften dieses Abkommens oder für die Verhütung von Hinterziehungen u.dgl. bei Steuern, die unter dieses Abkommen fallen. Jede auf diese Weise ausgetauschte Auskunft ist geheim zu halten und nur Personen zugänglich zu machen, die sich mit der Veranlagung oder der Erhebung der unter dieses Abkommen fallenden Steuern befassen. Auskünfte, die irgendein Handels-,

information shall be exchanged which would disclose any trade, business, industrial or professional secret or any trade process.

(2) Each of the contracting States may collect such taxes imposed by the other contracting State as though such taxes were the taxes of the former State as will ensure that any exemption or reduced rate of tax granted under the present Convention by such other State shall not be enjoyed by persons not entitled to such benefits.

(3) In no case shall the provisions of this Article be construed so as to impose upon either of the contracting States the obligation to carry out administrative measures at variance with the regulations and practice of either contracting State or which would be contrary to its sovereignty, security or public policy or to supply particulars which are not procurable under its own legislation or that of the State making application.

Article XVII

(1) Where a taxpayer shows proof that the action of the tax authorities of the contracting States has resulted or will result in double taxation contrary to the provisions of the present Convention, he shall be entitled to present his case to the State of which he is a citizen or a resident, or, if the taxpayer is a company or a corporation of one of the contracting States, to that State. Should the taxpayer's claim be deemed worthy of consideration, the competent

Geschäfts-, gewerbliches oder Berufsgeheimnis oder ein Geschäftsverfahren offenbaren würden, dürfen nicht ausgetauscht werden.

(2) Jeder der beiden Vertragsstaaten darf Steuern des anderen Staates wie seine eigenen Steuern insoweit einziehen, als damit verhindert wird, daß etwaige Steuerbefreiungen oder Ermäßigungen des Steuersatzes, die der andere Staat nach diesem Abkommen gewährt, Personen zugute kommen, die auf diese Vergünstigungen keinen Anspruch haben.

(3) Die Vorschriften dieses Artikels dürfen nicht dahin ausgelegt werden, daß sie einem der Vertragsstaaten die Verpflichtung auferlegen, Verwaltungsmaßnahmen durchzuführen, die von seinen Vorschriften oder von seiner Verwaltungspraxis abweichen, oder die seiner Souveränität, Sicherheit oder dem ordre public widersprechen, oder Angaben zu vermitteln, die weder auf Grund seiner eigenen noch auf Grund der Gesetzgebung des ersuchenden Staates beschafft werden können.

Artikel XVII

(1) Weist ein Steuerpflichtiger nach, daß die Maßnahmen der Steuerbehörden der Vertragsstaaten die Wirkung einer den Vorschriften dieses Abkommens widersprechenden Doppelbesteuerung haben oder haben werden, so kann er seinen Fall dem Staat, dem er angehört oder in dem er seinen Wohnsitz hat, oder, sofern es sich um eine Gesellschaft oder eine Körperschaft eines der Vertragsstaaten handelt, diesem Staat unterbreiten. Werden die Einwendungen des Steuerpflichtigen als

authority of the State to which the claim is made shall endeavor to come to an agreement with the competent authority of the other State with a view to avoidance of double taxation.

(2) For the settlement of difficulties or doubts in the interpretation or application of the present Convention or in respect of its relation to Conventions of the contracting States with third States the competent authorities of the contracting States shall reach a mutual agreement as quickly as possible.

Article XVIII

(1) The provisions of this Convention shall not be construed to deny or affect in any manner the right of diplomatic and consular officers to other or additional exemptions now enjoyed or which may hereafter be granted to such officers.

(2) The provisions of the present Convention shall not be construed to restrict in any manner any exemption, deduction, credit or other allowance now or hereafter accorded, by the laws of one of the contracting States in the determination of the tax imposed by such State, or by any other agreement between the contracting States.

(3) The citizens of one of the contracting States shall not, while resident in the other contracting State, be subject therein to other or more burdensome taxes than are the citizens of such other contracting State residing in its territory. The term "citizens" as used in this Article includes

begründet erachtet, so wird die zuständige Behörde des angerufenen Staates anstreben, sich mit der zuständigen Behörde des anderen Staates über eine Vermeidung dieser Doppelbesteuerung zu verständigen.

(2) Zur Beseitigung von Schwierigkeiten oder Zweifeln bei der Auslegung oder Anwendung dieses Abkommens oder bezüglich der Beziehungen dieses Abkommens zu Abkommen der Vertragsstaaten mit dritten Staaten sollen sich die zuständigen Behörden der Vertragsstaaten zu einem möglichst frühen Zeitpunkt gegenseitig verständigen.

Artikel XVIII

(1) Die Vorschriften dieses Abkommens berühren nicht das Recht auf andere oder zusätzliche Befreiungen, die den diplomatischen und konsularischen Beamten derzeit zustehen oder ihnen künftig eingeräumt werden könnten.

(2) Durch die Vorschriften dieses Abkommens werden die Ansprüche auf Befreiungen, Abzüge, Steuergutschriften oder andere Vergünstigungen, die derzeit oder künftig durch die Gesetze eines der Vertragsstaaten oder durch ein anderes Abkommen zwischen den Vertragsstaaten bei der Steuerfestsetzung eingeräumt werden, nicht beschränkt.

(3) Den Staatsangehörigen eines der Vertragsstaaten, die in dem anderen Staat ihren Wohnsitz haben, dürfen dort nicht andere oder höhere Steuern auferlegt werden als den Staatsangehörigen dieses anderen Staates, die dort ihren Wohnsitz haben. Der in diesem Artikel verwendete Ausdruck "Staatsangehörige" umfaßt auch alle juristischen Personen,

all juridical persons, partnerships and associations created or organized under the laws in force in the respective contracting States. In this Article the word "taxes" means taxes of every kind or description, whether Federal, State, Laender or municipal.

Article XIX

- (1) The competent authorities of the two contracting States may prescribe regulations necessary to carry into effect the present Convention within the respective States.
- (2) The competent authorities of the two contracting States may communicate with each other directly for the purpose of giving effect to the provisions of this Convention.

Article XX

- (1) The present Convention shall also apply from the date specified in paragraph (1) of Article XXI to Land Berlin which for the purposes of this Convention comprises those areas over which the Berlin Senate exercises jurisdiction.
- (2) It is a condition to the application of this Convention to Berlin in accordance with the preceding paragraph that the Government of the Federal Republic shall previously have furnished to the Government of the United States of America a notification¹⁴ that all legal procedures in Berlin necessary for the application of this Convention therein have been complied with.
- (3) After application of this Convention to Land Berlin

¹⁴ Dated May 12, 1955; received May 17, 1955.

Personengesellschaften (partnerships) und Vereinigungen, die nach dem in dem einen oder anderen Vertragsstaat geltenden Recht errichtet oder organisiert sind. In diesem Artikel werden unter dem Ausdruck "Steuern" Abgaben jeder Art oder Bezeichnung verstanden ohne Rücksicht darauf, ob sie Abgaben des Bundes, der Staaten, Länder oder Gemeinden sind.

Artikel XIX

- (1) Die zuständigen Behörden der beiden Vertragsstaaten können Richtlinien erlassen, die für die Anwendung dieses Abkommens in ihrem Staatsgebiet erforderlich sind.
- (2) Zum Zwecke der Anwendung dieses Abkommens können die zuständigen Behörden der beiden Vertragsstaaten unmittelbar miteinander verkehren.

Artikel XX

- (1) Dieses Abkommen gilt auch von dem in Artikel XXI Absatz 1 bezeichneten Zeitpunkt ab für das Land Berlin, welches für die Zwecke dieses Abkommens nur die Gebiete umfaßt, über welche der Senat von Berlin hoheitliche Befugnisse ausübt.

- (2) Die Gültigkeit dieses Abkommens für das Land Berlin im Sinne von Absatz 1 hängt davon ab, daß die Regierung der Bundesrepublik Deutschland vorher der Regierung der Vereinigten Staaten von Amerika eine schriftliche Erklärung abgibt, daß alle für die Anwendung dieses Abkommens in Berlin erforderlichen rechtlichen Voraussetzungen erfüllt sind.

- (3) Bei der Anwendung dieses Abkommens gemäß Absatz 1 und 2 dieses Artikels auf das Land Berlin gelten die

in accordance with paragraphs (1) and (2) of this Article,
references in this Convention to the Federal Republic shall
also be considered references to Land Berlin.

Article XXI

(1) The present Convention shall be ratified and the instruments of ratification shall be exchanged at Bonn as soon as possible. It shall have effect for the taxable years beginning on or after the first day of January of the year in which such exchange takes place.

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

Bezugnahmen in diesem Abkommen auf die Bundesrepublik auch als Bezugnahmen auf das Land Berlin.

Artikel XXI

(1) Dieses Abkommen ist sobald wie möglich zu ratifizieren und die Ratifikationsurkunden sind sobald wie möglich in Bonn auszutauschen. Das Abkommen ist auf die Steuerjahre anzuwenden, die am oder nach dem ersten Januar des Kalenderjahres beginnen, in dem der Austausch der Ratifikationsurkunden stattfindet.

(2) Dieses Abkommen bleibt für einen Zeitraum von fünf Jahren, beginnend mit dem Kalenderjahr, in dem der Austausch der Ratifikationsurkunden stattfindet, und nach Ablauf dieses Zeitraums auf unbestimmte Zeit in Kraft, kann aber am Ende des Fünfjahreszeitraums oder jederzeit danach von jedem der beiden Vertragsstaaten unter Einhaltung einer Frist von mindestens sechs Monaten gekündigt werden. Im Falle einer Kündigung tritt das Abkommen für die Steuerjahre außer Kraft, die am oder nach dem ersten Januar beginnen, der auf den Ablauf der sechsmonatigen Kündigungsfrist folgt.

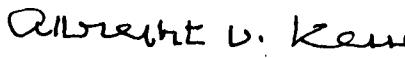
DONE at Washington, in
duplicate, in the English
and German languages, each
text having equal authen-
ticity, this twenty-second
day of July, 1954.

GESCHEHEN zu Washing-
ton am zweiundzwanzigsten
Tage des Monats Juli 1954
in je zweifacher Ausferti-
gung in englischer und
deutscher Sprache, wobei
beide Texte gleich maßge-
bend sind.

FOR THE UNITED STATES OF AMERICA;
FÜR DIE VEREINIGTEN STAATEN VON AMERIKA:

 [SEAL]

FOR THE FEDERAL REPUBLIC OF GERMANY:
FÜR DIE BUNDESREPUBLIK DEUTSCHLAND:

 [SEAL]

AND WHEREAS the Senate of the United States of America by their resolution of August 20, 1954, two-thirds of the Senators present concurring therein, did advise and consent to the ratification of the said convention;

AND WHEREAS the said convention was duly ratified by the President of the United States of America on September 22, 1954, in pursuance of the aforesaid advice and consent of the Senate, and the said convention was duly ratified on the part of the Federal Republic of Germany;

AND WHEREAS the respective instruments of ratification of the said convention were duly exchanged at Bonn on December 20, 1954;

AND WHEREAS it is provided in Article XXI of the said convention that the convention shall have effect for the taxable years beginning on or after the first day of January of the year in which the exchange of instruments of ratification takes place;

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

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

DONE at the city of Washington this twenty-fourth day of December in the year of our Lord one thousand nine hundred fifty-four and of the Independence of the United States of America the one hundred seventy-ninth.

DWIGHT D EISENHOWER

By the President:

JOHN FOSTER DULLES

Secretary of State

*The United States High Commissioner for Germany to the Chancellor
of the Federal Republic of Germany*

BAD GODESBERG

NOVEMBER 16, 1954

EXCELLENCY:

I have the honor to refer to the Convention between the United States and the Federal Republic of Germany for the Avoidance of Double Taxation with Respect to Taxes on Income, signed at Washington on July 22, 1954.

Since the date of signature of the Convention there has been enacted into law in the United States the Internal Revenue Code of 1954, revising and replacing the Internal Revenue Code of 1939 in force at the time the above mentioned Convention was signed. In view of the enactment of the Internal Revenue Code of 1954, my Government has instructed me to record its understanding that, for the purpose of applying the Convention, reference in Article VI and XV of the Convention to provisions of the Internal Revenue Code of 1939 are considered as being references to the corresponding provisions of the Internal Revenue Code of 1954.

Specifically, Section 131 of the Internal Revenue Code of 1939 corresponds to Sections 901-905, both inclusive, of the Internal Revenue Code of 1954; Section 131 (f) (1) to Section 902 (a) and (c); and Section 131 (a) (3) to Section 901 (b) (3).

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

JAMES B. CONANT

His Excellency

THE CHANCELLOR OF THE
FEDERAL REPUBLIC OF GERMANY
*Palais Schaumburg,
Bonn.*

The Chancellor of the Federal Republic of Germany to the United States High Commissioner for Germany

DER BUNDESKANZLER
UND
BUNDESMINISTER DES AUSWÄRTIGEN

BONN, den 20. Dezember 1954

Seiner Exzellenz
dem Hohen Kommissar
der Vereinigten Staaten von Nordamerika
Herrn Botschafter Dr. J. B. CONANT
Bad Godesberg-Mehlem

HERR BOTSCHAFTER!

Ich beeubre mich, Eurer Exzellenz den Eingang des Schreibens vom 16. November 1954 zu bestätigen, und Ihnen mitzuteilen, dass die Bundesregierung mit den von Ihnen unterbreiteten Vorschlägen einverstanden ist.

Genehmigen Sie, Herr Botschafter, den Ausdruck meiner ausgezeichneten Hochachtung.

ADENAUER

Translation

THE FEDERAL CHANCELLOR
AND
FEDERAL MINISTER OF FOREIGN AFFAIRS

BONN, December 20, 1954

His Excellency
Ambassador J. B. CONANT,
*High Commissioner of the
United States of America,
Bad Godesberg-Mehlem.*

MR. AMBASSADOR:

I have the honor to confirm to Your Excellency the receipt of your note of November 16, 1954, and to inform you that the Federal Government is in agreement with the proposals transmitted by you.

Accept, Mr. Ambassador, the expression of my distinguished consideration.

ADENAUER

*The Diplomatic Mission of the Federal Republic of Germany to the
Department of State*

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

The Diplomatic Mission of the Federal Republic of Germany presents its compliments to the Department of State of the United States of America and has the honor to refer to the convention between the Federal Republic of Germany and the United States of America for the avoidance of double taxation with respect to taxes on income, which was signed at Washington on July 22, 1954.

It has been noted that, in respect of certain words or clauses, the English text in either or both of the duplicate originals of the convention does not fully correspond to the German text, as follows:

1. In Article I, paragraph (1) b) of the German text, after "Notopfer Berlin", the following clause appears: "(im folgenden Steuern der Bundesrepublik genannt)". The corresponding clause in English, namely, "(hereinafter referred to as Federal Republic taxes)", does not appear in the English text after "(Notopfer)" in Article I, paragraph (1) (b).
2. In Article II, paragraph (1) f) of the German text, immediately preceding the final semicolon, the following clause appears: "wenn die Gesellschaft ihre Geschäftsleitung oder ihren Sitz in der Bundesrepublik hat". The corresponding clause in English, namely, "if the company has its business management or seat in the Federal Republic", does not appear in the English text, immediately preceding the final semicolon, in Article II, paragraph (1) (f). The English text agreed upon prior to signature contained that clause. Since the intent of the provision in this respect is expressed accurately in the German text, the omission of this clause from the English text seems inadvertent.
3. In Article II, paragraph (1) g) of the German text, reference is made to "Bundesminister der Finanzen" whereas the corresponding English text refers to "Federal Ministry of Finance" in Article II, Paragraph (1) (g). The correct translation of the German text is "Federal Minister of Finance".
4. In Article XV, paragraph (1) (b) of the English text, the word "or" is understood to be the correct word immediately preceding "German companies" so that the opening clause reads as follows: "(b) The Federal Republic, in determining its taxes specified in Article I

of this Convention in the case of residents of the Federal Republic or German companies," et cetera. This is in conformity with the German text.

5. In Article XX, paragraph (2) of the German text, the word "Land" immediately precedes "Berlin" where it first appears in that paragraph. It was omitted from the corresponding English text. It seems obvious that Article XX pertains to the application of the convention to Land Berlin. Accordingly, the pertinent portion of the English text is understood as though it read: "(2) It is a condition to the application of this Convention to Land Berlin" et cetera.

It will be observed that the final paragraph of the convention provides that both the German and English texts have equal authenticity. In harmony with Article XVII (2) of the convention and in order to avoid any question in connection with the administration of the convention, it is desirable that there be documentary evidence of the concurrence of the two Governments that the German text is accurate in respect of the words and clauses above-mentioned and that the English text is intended to correspond in these respects to the German text.

The Government of the Federal Republic of Germany will consider this note, together with a concurring note from the Government of the United States of America, as adequate evidence of the concurrence of the two Governments with respect to this matter.

WASHINGTON,
the fourth of January, 1955.



*The Department of State to the Diplomatic Mission of the Federal
Republic of Germany*

The Department of State acknowledges the receipt of the note dated January 4, 1955 from the Diplomatic Mission of the Federal Republic of Germany relating to certain variations between the English and German texts of the convention between the United States of America and the Federal Republic of Germany for the avoidance of double taxation with respect to taxes on income signed at Washington on July 22, 1954.

It is hereby confirmed that, in respect of the words and clauses cited in the note above-mentioned, the German text is understood to be accurate and that the English text is intended to correspond in these respects to the German text.

The note above-mentioned and this reply are considered to be adequate evidence of the concurrence of the two Governments with respect to this matter.

C. I. B.

DEPARTMENT OF STATE,
Washington, January 17 1955

CIVIL AVIATION MISSION TO PERU

TIAS 3134
Dec. 27, 1949
and Feb. 8, 1950

Agreement between the UNITED STATES OF AMERICA and PERU

Extending Agreement of December 27, 1946, as Amended

- Effectuated by Exchange of Notes
Dated at Lima December 27, 1949,
and February 8, 1950
- Entered into force February 8, 1950

The American Ambassador to the Peruvian Minister of Foreign Relations

No. 818

The Ambassador of the United States of America presents his compliments to His Excellency, the Minister of Foreign Relations of Peru, and with reference to the agreement between the United States of America and Peru relating to a Civil Aviation Mission, effected by an exchange of notes at Lima on December 27, 1946, [¹] and amended by an exchange of notes at Lima on August 26 [²] and November 11, 1947, [¹] has the honor to inquire whether the Government of Peru would be disposed to extend the present agreement for a period of six months in order to give time to assess the accomplishments of the Mission and to determine if it is mutually desirable to continue the work of the Mission.

The Ambassador of the United States of America avails himself of this opportunity to extend to the Minister of Foreign Relations the renewed assurances of his highest esteem.

AMERICAN EMBASSY,
Lima, December 27, 1949.

The Peruvian Minister of Foreign Relations to the American Ambassador

MINISTERIO DE RELACIONES EXTERIORES
Y CULTO

NUMERO: (D)-6-3/18.

EL MINISTRO DE RELACIONES EXTERIORES saluda muy atentamente al Excelentísimo Señor Embajador de los EE.UU.de N. A. y tiene a honra llevar a su conocimiento que, con referencia a su estimable nota N° 818, de 27 de diciembre último, en la que propone la prórroga por seis meses del Acuerdo relativo a la Misión de Aviación Civil, este Despacho ha recibido el oficio N° MM-42-LL, de 27 de enero último, del Ministerio de Aeronáutica, en el que accede a la prórroga solicitada.

¹ Treaties and Other International Acts Series 2396; 3 UST 353.

² Should read "August 28."

aprovecha la oportunidad para reiterar al Excelentísimo Señor Embajador de los EE.UU.de N. A. las seguridades de su más alta y distinguida consideración.

LIMA, 8 de febrero de 1950.

RODRÍGUEZ

Al Excelentísimo Señor HAROLD H. TITTMANN, Jr.
*Embajador Extraordinario y Plenipotenciario
de los EE.UU.de N. A.
Ciudad.*

Translation

MINISTRY OF FOREIGN RELATIONS
AND WORSHIP

No. (D)-6-3/18.

The Minister of Foreign Relations presents his compliments to His Excellency the Ambassador of the United States of America and has the honor to inform him that, with reference to his valued note No. 818 of December 27, 1949, proposing a six months' extension of the agreement relating to the Civil Aviation Mission, this Office has received official communication No. MM-42-LL of January 27, 1950, from the Ministry of Aeronautics, in which the latter concurs in the extension requested.

The Minister avails himself of the opportunity to renew to His Excellency the Ambassador of the United States of America the assurances of his highest and most distinguished consideration.

LIMA, February 8, 1950.

RODRÍGUEZ

His Excellency
HAROLD H. TITTMANN, Jr.,
*Ambassador Extraordinary and Plenipotentiary
of the United States of America,
City.*

TIAS 3135
Apr. 10, May
25 and June 7,
1951

RELIEF SUPPLIES AND PACKAGES

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

- Effectuated by Exchange of Letters
Signed at Frankfurt am Main, Bonn,
and Bonn-Petersberg April 10, May 25,
and June 7, 1951
- Entered into force May 29, 1951;
operative retroactively December 29, 1949

The American Economic Cooperation Administration Special Representative to the Chancellor of the Federal Republic of Germany

FRANKFURT AM MAIN
April 10, 1951

His Excellency

THE CHANCELLOR OF THE FEDERAL REPUBLIC OF GERMANY,
Palais Schaumburg,
150–160 Koblenzer Strasse,
Bonn.

EXCELLENCY:

With reference to your letter 300–12 II/1777/51 of March 1, 1951,[¹] concerning the duty-free entry into the Federal Republic of relief shipments and the subsidization of transportation costs for such shipments, I have the honor to inform you that the correctness of the enclosed Memorandum is hereby confirmed with the exception of paragraph 2c where the date in the second sentence should read July 1, 1950 in lieu of June 30, 1950. I have the honor further to inform you that I herewith approve the amendments proposed in the Memorandum with this minor change as an integral part of the original proposed agreement submitted under reference number 300–12 II 9518/50 on October 14, 1950.[¹]

I enclose herewith the implementing Agreement and the Memorandum incorporating all the changes, and would appreciate it if you informed me at an early date whether you approve the Agreement and the Memorandum as submitted. The date of receipt of your letter of confirmation may then be considered the date of conclusion of the Agreement between the Federal Republic and the United States of America.

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

JOHN J. McCLOY
ECA Special Representative

2 Enclosures:

1. Agreement
2. Memorandum

¹ Not printed.

AGREEMENT

BETWEEN THE GOVERNMENT OF THE FEDERAL REPUBLIC OF GERMANY AND THE GOVERNMENT OF THE UNITED STATES OF AMERICA CONCERNING THE DUTY-FREE ENTRY INTO THE FEDERAL REPUBLIC OF RELIEF SHIPMENTS AND THE DEFRAYMENT OF TRANSPORTATION COSTS FOR SUCH SHIPMENTS.

- I. 1. The Federal Republic of Germany will grant duty-free entry to relief shipments imported from the United States of America into the area of the Federal Republic of Germany in such cases where:
 - a) The Administrator for Economic Cooperation will pay ocean freight charges pursuant to Regulation No. 2 issued by him;
 - b) The Administrator for Economic Cooperation will pay ocean freight charges pursuant to Regulation No. 3 in the version of November 5, 1949 issued by him;
 - c) The Administrator for Economic Cooperation will pay ocean freight charges pursuant to Regulation No. 5 issued by him, and the carrier has appointed an agent in the Federal Republic who shall be responsible for the forwarding of the consignment to the addressees.
2. If the provisions in force in the territory of the Federal Republic of Germany at the time of importation:
 - a) do not permit the duty-free entry of certain goods as relief shipments, these goods shall be excepted from duty-free treatment pursuant to this Agreement;
 - b) prescribe quantity limitations for certain goods, such limits shall not be exceeded.

The Government of the Federal Republic of Germany will inform the Government of the United States of America about the pertinent provisions.

- II. 1. When complete vouchers are submitted to it, the Government of the Federal Republic of Germany will reimburse the following transportation costs specified in Article IV, Item 5, of the Agreement on Economic Cooperation, of December 15, 1949,^[1] for consignments granted duty-free treatment pursuant to para's I, 1 and 2;

¹ Treaties and Other International Acts Series 2024; 64 Stat., pt. 3, p. 889.

- a) in the case of packages for which ocean freight charges are paid by the Administrator for Economic Cooperation pursuant to Regulation No. 2 issued by him; parcel post charges, computed by the German Postal Service in accordance with the Universal Postal Union regulations applicable at the time of shipment. For such shipments no claims for reimbursement shall be made to the United States of America;
 - b) In the case of shipments for which ocean freight charges are paid by the Administrator for Economic Cooperation pursuant to Regulation No. 3 issued by him; the costs in D-Mark, arising to the recipient organization for transportation to the point of delivery designated by that organization;
 - c) In the case of shipments for which ocean freight charges are paid by the Administrator for Economic Cooperation pursuant to Regulation No. 5 issued by him; the charges and fees of the agent as well as the costs arising to the latter for transportation to the recipient designated by the donor.
2. The Government of the Federal Republic of Germany will make the payments undertaken by it pursuant to Item II, 1., from the ERP¹ Special Account, and shall submit to the ECA Special Mission for Germany a monthly report in duplicate in a form to be agreed upon with the Mission.
- III. In case an examination conducted by the ECA Special Mission for Germany shows that this Agreement has not been adhered to, the Federal Republic of Germany will make corresponding adjustments of the ERP Special Account, if requested to do so by the ECA Special Mission.
- IV. The above Agreement shall come into force on December 29, 1949. Unless amended or cancelled by mutual consent, this Agreement shall remain in force during the life of the Agreement on Economic Cooperation, of December 15, 1949, concluded between the Federal Republic of Germany and the United States of America.

¹ European Recovery Program.

M E M O R A N D U M

Regarding the application and interpretation of the Agreement on Duty-Free Entry into The Federal Republic of Relief Shipment and the Defrayment of Transportation Costs for such Shipments, the Contracting Parties agree on the following points:

- a. Reimbursement of transportation costs pursuant to paragraph 203.3 (b) (7) and (b) (9) of ECA Regulation No. 3 in the version of November 5, 1949, will be granted only, if the receiving organization has made arrangements with the Federal Government regarding the carrying-out of its operations in Germany;
- b. Some donators of relief supplies who do not claim reimbursement of ocean freight charges desire, however, for justifiable reasons reimbursement of inland transportation costs. In such cases the provisions of Sections I and II will become effective only where ECA ascertains that reimbursement of ocean freight charges would have been admissible under ECA Regulation No. 3 and where it informs the Federal Government thereof;
- c. The Head of the ECA Mission to Germany, in his letter of June 29, 1950,^[1] informed the Federal Minister for ERP Matters that ocean freight charges for certain relief supplies shipped from the United States after June 30, 1950 will no longer be reimbursed and that consequently reimbursement of inland transportation costs for these shipments will not be made. On the basis of this modification, the proposed exemptions from duty on shipments referred to in detail in Section I. 1a and 1c of the letter will only be applied of the relief supplies were shipped from the United States prior to July 1, 1950;
- d. The Federal Government does not intend to issue new regulations regarding relief supplies within the meaning of the Agreement with retroactive effect for the period between December 29, 1949 and the date of conclusion of the Agreement, which could result in levying of charges;
- e. Pursuant to Article III the Federal Government shall be obligated to repay those amounts, the payment of which from the ERP Special Account was not justifiable under the provisions of the contemplated Agreement.

¹ Not printed.

For this reason the Federal Government will issue the appropriate regulations and continuously supervise the reimbursement of transportation costs.

In the exercise of its right of audit, the ECA Mission will confine this right to ascertain whether the stipulations of the Agreement have been adhered to.

*The Chancellor of the Federal Republic of Germany to the
United States High Commissioner for Germany*

BUNDESREPUBLIK DEUTSCHLAND
DER BUNDESKANZLER

300-12 II/5448/51

BONN,
den 25. Mai 1951

Seiner Exzellenz

dem Hohen Kommissar der
Vereinigten Staaten von Amerika
Herrn JOHN J. McCLOY
Bonn-Petersberg

HERR HOHER KOMMISSAR,

Auf Ihr Schreiben vom 10. April 1951 betreffend die zollfreie Einfuhr caritativer Sendungen in die Bundesrepublik und die Erstattung der Transportkosten für diese Sendungen beehebe ich mich, Euerer Exzellenz mitzuteilen, dass ich das Abkommen und das Memorandum in der von Ihnen mit Schreiben vom 10. April 1951 übersandten Form billige.

Ich wäre Ihnen dankbar, wenn Sie mir das Datum des Eingangs meines Bestätigungsschreibens, das als Datum des Abschlusses des Abkommens zwischen der Bundesrepublik und den Vereinigten Staaten von Amerika gelten soll, mitteilen wollten.

Genehmigen Sie, Herr Hoher Kommissar, den Ausdruck meiner ausgezeichnetsten Hochachtung.

gez. ADENAUER

ALLIED GENERAL SECRETARIAT

TIME.....*29th May*.....

SECRETARY GENERAL

Translation

THE FEDERAL REPUBLIC OF GERMANY
THE FEDERAL CHANCELLOR

300-12 II/5448/51

BONN,
May 25, 1951

His Excellency,

JOHN J. McCLOY

*High Commissioner of the
United States of America
Bonn-Petersberg*

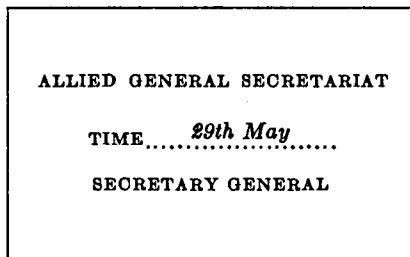
MY DEAR MR. HIGH COMMISSIONER,

In reply to your letter of April 10, 1951, concerning the duty-free importation of relief parcels into the Federal Republic and the payment of the transportation costs for these parcels, I have the honor to inform Your Excellency that I approve the agreement and the memorandum in the form you transmitted by your letter of April 10, 1951.

I should appreciate it if you would inform me of the date of the receipt of my letter of acknowledgment, which is to be considered the date of the conclusion of the agreement between the Federal Republic and the United States of America.

Accept, Mr. High Commissioner, the assurances of my highest consideration.

Sgd. ADENAUER



*The United States High Commissioner for Germany to the Chancellor
of the Federal Republic of Germany*

*16 Frankfurt am Main
HEADQUARTERS BUILDING
June 7, 1951*

MY DEAR CHANCELLOR ADENAUER:

In reply to your letter of May 25, 1951, indicating your concurrence in the agreement on duty-free import into the Federal Republic of charitable shipments and reimbursement for the transportation costs of such shipments, I wish to inform you that your letter was received in the Office of the United States Secretary, Allied General Secretariat, on May 29, 1951, which date is to be considered as the effective date of the agreement.

Sincerely yours,

JOHN J. McCLOY
*United States High Commissioner
for Germany*

His Excellency

THE CHANCELLOR OF THE FEDERAL REPUBLIC FOR GERMANY,
*Palais Schaumburg,
14 Koblenzerstrasse,
Bonn*

MUTUAL DEFENSE ASSISTANCE

**TIAS 3136
Nov. 20 and
Dec. 14, 1951**

Disposition of Surplus Equipment and Material

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

- **Effectuated by Exchange of Notes
Dated at Rome November 20 and
December 14, 1951**
- **Entered into force December 14, 1951**

The American Embassy to the Italian Ministry of Foreign Affairs

F. O. No. 8730

NOTE VERBALE

The Embassy of the United States of America presents its compliments to the Ministry of Foreign Affairs and has the honor to refer to Article I of the exchange of Notes dated January 27, 1950 between the United States and Italy concerning Mutual Defense Assistance.^[1] Under instructions from the Department of State, the Embassy proposes the following arrangements respecting the disposition of equipment and material furnished to Italy by the United States under that agreement.

1. The Government of Italy will inform the United States Military Assistance Advisory Group of such equipment and material furnished under end item programs as are no longer required in the furtherance of its Mutual Defense Assistance Program.
2. The United States Government may accept title to such equipment and material for transfer to a third country or for such other disposition as may be made by the United States Government.
3. When title is accepted by the United States Government, such equipment and material will be delivered free alongside ship in case ocean shipment is required, or delivered free on board inland carrier at a shipping point designated by the MAAG in the event ocean shipping is not required.
4. Such property which the MAAG is informed is no longer required in the Mutual Defense Assistance Program of the Government of Italy and which is not accepted by the Government of the United States for redistribution or return will be disposed of as agreed between the Governments of Italy and the United States.
5. Any salvage and scrap arising from material and equipment furnished by the United States under end item programs which contains appreciable quantities of recoverable strategic or critical material, as indicated on a Mutual Defense Assistance Program

^[1] Treaties and Other International Acts Series 2013; 1 UST 51.

Salvage List to be communicated to the Government of Italy from time to time by the United States, shall become the property of the United States for disposition. Other such salvage and scrap, when disposed of by Italy, will be used to support the defense effort of Italy or other countries to which military assistance is being furnished by the United States.

A preliminary list of the nature referred to in paragraph 5 above is attached.

The Embassy would appreciate learning from the Ministry of Foreign Affairs at the earliest practicable date whether the foregoing arrangements meet with the approval of the Italian Government.

LET

Encl.:

List of strategic and critical
scrap materials desired for
return to the United States.

ROME, November 20, 1951

LIST OF STRATEGIC AND CRITICAL SCRAP MATERIALS DESIRED
FOR RETURN TO THE UNITED STATES

a. *Metals:*

Aluminum
Antimony
Copper, brass and bronze, such as wire, fired cartridge cases
Lead, such as cable covering and storage batteries
Magnesium
Platinum crucibles and laboratory ware
Tungsten dies and carbides, and tungsten carbide parts of
HvAP projectiles
Zinc
Jet engine parts

b. *Abrasive Materials:*

Abrasive wheels, aluminum oxide, corundum, diamond, and
silicon carbide

c. *Textiles and Fibers:*

Wool fabrics and waste
Burlap and used burlap bags
Rope, manila, sisal, and nylon.

The Italian Ministry of Foreign Affairs to the American Embassy

MINISTERO DEGLI AFFARI ESTERI

22/03089

N o t a V e r b a l e

Il Ministero degli Affari Esteri ha l'onore di far seguito alla Nota Verbale n. 2934 del 27 novembre 1951, per informare l'Ambasciata degli Stati Uniti d'America che il Governo Italiano concorda con quanto da essa proposto nella Nota Verbale F. O. No 8730 del 20 novembre scorso, in merito alla destinazione dei materiali forniti dagli Stati Uniti all'Italia in base allo scambio di Note del 27 gennaio 1950 concernente l'"Assistenza per la Mutua Difesa" e notificati da parte del Governo Italiano al M.A.A.G. come non più utilizzabili per gli scopi del "Programma di Mutua Difesa".

Il Ministero degli Affari Esteri esprime all'Ambasciata degli Stati Uniti d'America gli atti della sua più alta considerazione.

ROMA, *lì 14 dic. 1951*

[SEAL]

ALL'AMBASCIATA DEGLI STATI UNITI D'AMERICA

Roma

Translation

MINISTRY OF FOREIGN AFFAIRS
22/03089

Note Verbale

The Ministry of Foreign Affairs has the honor, with reference to its Note Verbale No. 2934 of November 27, 1951, to inform the Embassy of the United States of America that the Italian Government agrees to the Embassy's proposal in Note Verbale F. O. No. 8730 of November 20, 1951, regarding the disposition of materials supplied by the United States to Italy on the basis of the exchange of notes of January 27, 1950, on "Mutual Defense Assistance" and reported by the Italian Government to the MAAG as no longer usable for the purposes of the "Mutual Defense Program."

The Ministry of Foreign Affairs expresses to the Embassy of the United States of America the assurances of its highest consideration.

ROME, December 14, 1951

[SEAL]

THE EMBASSY OF THE
UNITED STATES OF AMERICA,
Rome.

RELIEF SUPPLIES AND PACKAGES

**TIAS 3137
July 8 and
Sept. 6, 1952**

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

**Amending Agreement of April 10, May 25,
and June 7, 1951**

- Effectuated by Exchange of Letters
Signed at Bad Godesberg and Bonn
July 8 and September 6, 1952
- Entered into force September 6, 1952;
operative retroactively July 1, 1952

*The United States High Commissioner for Germany to the Chancellor
of the Federal Republic of Germany*

BAD GODESBERG
Mehlemer Aue
Jul-8 1952

MY DEAR MR. CHANCELLOR:

I have just been advised that the President of the United States of America has instructed the Department of State to assume the responsibility for administering, effective July 1, 1952, the new Section 535 of the Mutual Security Agency Act of 1951, as amended, [¹] for the United States fiscal year of 1953, commencing on July 1, 1952.

This Section supersedes Section 117(C) of the Economic Cooperation Administration Act of 1948 [²] and grants the authority to continue the reimbursement of ocean freight charges for shipment of relief supplies by voluntary agencies registered with and approved by the Advisory Committee on Voluntary Foreign Aid.

As a consequence, I have the honor to propose that all references to the Economic Cooperation Administration in the Agreement of May 29, 1951 [³], between the Government of the Federal Republic of Germany and the Government of the United States of America on the duty-free entry of relief packages into the Federal Republic and the reimbursement of transportation cost for such shipments, and any amendments thereto, shall be deemed to include any agency of the United States Government, designated by the President of the United States to implement the provisions prescribed in Section 535 of the Mutual Security Act of 1951, as amended.

In addition, I have the honor to request that the reports provided for in Article II, paragraph 2 of the Agreement, shall be submitted to the Office of the United States High Commissioner for Germany, Office of Executive Director, in a form mutually satisfactory to the Federal German Government and to the Office of the Executive Director. The latter shall also be deemed to carry out the functions prescribed in Article III of the Agreement.

It is understood that the designation "Office of the United States High Commissioner for Germany" shall also be deemed to include its successor organization.

¹ 66 Stat. 147; 22 U.S.C. § 1675(d).

² 62 Stat. 153; 22 U.S.C. § 1515(c).

³ Treaties and Other International Acts Series 3135; *ante*, p. 2820.

I am informed that members of my staff have met on July 3, 1952 with representatives of the ERP^[1] Ministry to work out the necessary implementing arrangements.

I suggest that, if you agree with these amendments and arrangements, they be considered to be effective as of July 1, 1952.

Sincerely yours,

JOHN J. McCLOY
United States High Commissioner
for Germany

His Excellency

THE CHANCELLOR OF THE FEDERAL REPUBLIC OF GERMANY,
Palais Schaumburg,
141 Koblenzer Strasse,
Bonn.

*The Chancellor of the Federal Republic of Germany to the
United States High Commissioner for Germany*

BUNDESREPUBLIK DEUTSCHLAND
DER BUNDESKANZLER

BONN
den 6. September 1952

Seiner Exzellenz

dem Hohen Kommissar der
Vereinigten Staaten von Amerika
Herrn Botschafter WALTER J. DONNELLY
Mehlem
Mehlemer Aue, Block III

HERR HOHER KOMMISSAR,

Ich beeibre mich, hiermit den Empfang des Schreibens Ihres Herrn Vorgängers vom 8. Juli 1952 dankend zu bestätigen, in dem er mir mitteilte, daß der Herr Präsident der Vereinigten Staaten von Amerika das State Department angewiesen hat, die Verantwortung dafür zu übernehmen, daß mit Wirkung vom 1. Juli 1952 der neue Artikel 535 des Gesetzes von 1951 über das Amt für gegenseitige Sicherheit (in abgeänderter Fassung) für das am 1. Juli 1952 beginnende Haushaltsjahr 1953 der Vereinigten Staaten in Kraft zu setzen ist.

Ich habe weiter davon Kenntnis genommen, dass hiernach die Erstattung von Überseefrachtgebühren für die Versendung von Unterstützungslieferungen durch Organisationen der freien Wohlfahrtspflege, die bei dem Beratenden Ausschuss für die freiwillige Auslandshilfe registriert und von ihm genehmigt sind, beibehalten wird.

¹ European Recovery Program.

Namens der Bundesregierung erkläre ich mich mit dem Vorschlage einverstanden, dass alle Bezugnahmen auf die Verwaltung für wirtschaftliche Zusammenarbeit in dem Abkommen vom 29. Mai 1951 zwischen der Regierung der Bundesrepublik Deutschland und der Regierung der Vereinigten Staaten von Amerika über die zollfreie Einfuhr von Unterstützungssendungen in die Bundesrepublik und die Erstattung der Beförderungskosten für solche Sendungen und etwaige Änderungen dieses Abkommens dahin aufzufassen sind, dass hierunter jede Dienststelle der Regierung der Vereinigten Staaten fällt, die von dem Präsidenten der Vereinigten Staaten zur Durchführung der in Artikel 535 des Gesetzes von 1951 über die gegenseitige Sicherheit (in abgeänderter Fassung) bestimmt wird.

In diesem Zusammenhang darf ich aber darauf hinweisen, dass die in Artikel I, Ziffer 1 und Artikel II, Ziffer 1 unter a, b und c des Abkommens vom 29. Mai 1951 erwähnten Anweisungen des Verwalters für wirtschaftliche Zusammenarbeit weiter bestehen bleiben.

Die in Artikel II, Ziffer 2 des Abkommens vorgesehenen Berichte werden für die Transportkosten, die nach Artikel 535 des Gesetzes von 1951 (in abgeänderter Fassung) erstattet werden, dem Büro des Geschäftsführenden Direktors des Amtes des Hohen Kommissars der Vereinigten Staaten für Deutschland bzw. seiner Nachfolgeorganisation eingereicht werden.

Mit dem Inkrafttreten vorstehender Abänderungen ab 1. Juli 1952 erkläre ich mich einverstanden.

Genehmigen Sie, Herr Hoher Kommissar, den Ausdruck meiner ausgezeichneten Hochachtung.

ADENAUER
(Adenauer)

Translation

THE FEDERAL REPUBLIC OF GERMANY
THE FEDERAL CHANCELLOR

300-12 II 11511/52

BONN
September 6, 1952

His Excellency

Ambassador WALTER J. DONNELLY
*High Commissioner of the
United States of America
Mehlem Aue, Block III
Mehlem*

MR. HIGH COMMISSIONER,

I have the honor to confirm with thanks the receipt of the letter of your predecessor dated July 8, 1952, in which he informed me that

the President of the United States of America had instructed the Department of State to assume the responsibility for putting into force, effective July 1, 1952, the new Article 535 of the Mutual Security Agency Act of 1951 (as amended) for the United States fiscal year of 1953, commencing on July 1, 1952.

I have also taken note that, hereafter, reimbursement of ocean freight charges for shipments of relief supplies by voluntary relief agencies which have been registered and approved by the Advisory Committee on Voluntary Foreign Aid will continue.

In the name of the Federal Government, I declare my agreement to the proposal that all references to the Economic Cooperation Administration in the agreement of May 29, 1951, between the Government of the Federal Republic of Germany and the Government of the United States of America on the duty-free entry of relief packages into the Federal Republic and the reimbursement of transportation costs for such shipments, and any amendments thereto, shall be deemed to include any agency of the United States Government designated by the President of the United States to implement Article 535 of the Mutual Security Act of 1951 (as amended).

In this connection, however, I should like to point out that the instructions of the Administrator for Economic Cooperation mentioned in Article I, paragraph 1, and Article II, paragraph 1, under a, b, and c of the agreement of May 29, 1951, will continue to be valid.

The reports provided for in Article II, paragraph 2, of the agreement, for the transportation costs which will be reimbursed in accordance with Article 535 of the Act of 1951 (as amended), will be submitted to the Office of the Executive Director of the Office of the United States High Commissioner for Germany or its successor organization.

I declare my agreement to the entry into force of these amendments as of July 1, 1952.

Accept, Mr. High Commissioner, the expression of my most distinguished consideration.

ADENAUER

(Adenauer)

TIAS 3138
Mar. 9 and 17,
1953 **MOBILE RADIO**
TRANSMITTING STATIONS

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

**Providing for Conditional
Cancellation of Interim Arrangement
of June 25 and August 20, 1947**

- Effectuated by Exchange of Notes
Signed at Washington March 9
and 17, 1953
- Entered into force March 17, 1953

The Secretary of State to the Canadian Ambassador

DEPARTMENT OF STATE

WASHINGTON

March 9, 1953

EXCELLENCE:

I have the honor to refer to an exchange of notes dated June 25 and August 20, 1947, [¹] which together constituted a reciprocal interim arrangement between the Government of Canada and the Government of the United States of America under which mobile radio transmitting stations licensed by the United States Government or the Canadian Government could be carried from the territory in which they are licensed into the territory of the other country, without being removed from the vehicles in which such equipment is installed, on condition that this equipment be sealed in such a manner as to prevent its operation while in the territory of the latter country.

Since the conclusion of the arrangement referred to above, there has been concluded a "Convention Between the United States of America and Canada, Relating to the Operation by Citizens of Either Country of Certain Radio Equipment or Stations in the Other Country, Signed at Ottawa February 8, 1951." [²] Certain necessary rules and regulations envisaged in the Convention have now become effective and it appears possible to cancel entirely the interim arrangements embodied in the exchange of notes dated June 25 and August 20, 1947, except for the fact that the Convention, signed at Ottawa February 8, 1951, does not apply to all types of radio transmitting equipment the possession of which is required to be licensed in Canada, though not in the United States of America. In view of this fact it is understood that the Canadian Government desires to retain the sealing arrangement as regards radio transmitting equipment not covered by the Convention noted above and which is installed in vehicles of registry in the United States when those vehicles enter Canada. It is unnecessary, however, under United States law to retain the arrangement as regards similar equipment entering the United States.

Under the circumstances, therefore, it is suggested that the bilateral sealing arrangement of 1947 be cancelled but that it is understood that

^¹ Treaties and Other International Acts Series 1670; 61 Stat., pt. 4, p. 3349.

^² Treaties and Other International Acts Series 2508; 3 UST 3787.

the Government of Canada may retain the sealing requirement as regards radio transmitting equipment not covered by the Convention signed at Ottawa, February 8, 1951.

If the arrangement in the sense of the foregoing paragraphs is acceptable to the Government of Canada, I suggest that this note and your reply thereto in similar terms be regarded as constituting the terms of an understanding on the subject between the two Governments.

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

For the Secretary of State:

H. F. LINDER

His Excellency

HUME WRONG,

Ambassador of Canada.

The Canadian Ambassador to the Secretary of State

CANADIAN EMBASSY
AMBASSADE DU CANADA

WASHINGTON, D. C.

March 17, 1953.

No. 214

SIR,

I have the honour to refer to your note of March 9 in which you proposed the conditional cancellation of the reciprocal interim arrangement embodied in the exchange of notes June 25, August 20, 1947 between the Government of Canada and the Government of the United States of America under which mobile radio transmitting stations licensed by the United States Government or Canadian Government could be carried from the territory in which they are licensed into the territory of the other country, without being removed from the vehicles in which such equipment is installed, on condition that this equipment be sealed in such a manner as to prevent its operation while in the territory of the latter country. The condition would be that the Canadian Government may retain the sealing requirement as regards radio transmitting equipment not covered by the recently concluded "Convention Between the United States of America and Canada Relating to the operation by Citizens of Either Country of Certain Radio Equipment or Stations in the Other Country signed at Ottawa February 8, 1951" designed to supersede the interim arrangement referred to above.

I am instructed to state that the terms of this arrangement are acceptable to my Government, and that your note and this reply thereto shall constitute the terms of an understanding on the subject between the two Governments.

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

G. IGNATIEFF
for The Ambassador.

The Honourable JOHN FOSTER DULLES,
Secretary of State of the United States,
Washington, D. C.

TIAS 3139
Oct. 14, 1952 **ECONOMIC COOPERATION**
and Dec. 2, 1953

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

- Effectuated by Exchange of Notes
Signed at Athens October 14, 1952,
and December 2, 1953
- Entered into force December 2, 1953

*The American Chargé d'Affaires ad interim to the Greek Minister
for Foreign Affairs*

AMERICAN EMBASSY

No. 139

Athens, Greece, October 14, 1952.

EXCELLENCY:

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

1. Whenever reference is made in the said Economic Cooperation Agreement, as amended, [³] to the Mutual Security Act of 1951 or to the Economic Cooperation Act of 1948, such reference shall be construed as meaning such Acts as heretofore amended.
2. The phrase "5 percent of each deposit" appearing in Article IV, paragraph 4 of the said Economic Cooperation Agreement shall be changed to "10 percent of each deposit". The application of this provision will be in accordance with the provisions set forth in the letter dated July 7, 1952, from the Mutual Security Agency Mission to the Minister of Finance. [⁴]

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

CHARLES W. YOST

His Excellency

PHOKION DRAGOUMIS,

Minister for Foreign Affairs,
Athens.

¹Treaties and Other International Acts Series 1786; 62 Stat., pt. 2, p. 2293.

²66 Stat. 141; 62 Stat. 137; 65 Stat. 373; 22 U.S.C. § 1651 note.

³TIAS 2025; 64 Stat., pt. 3, p. 8104; and TIAS 2238; 2 UST 843.

⁴Not printed.

The Greek Minister for Foreign Affairs to the American Ambassador

ROYAL MINISTRY
FOR FOREIGN AFFAIRS
3rd POLITICAL DIRECTION

No. 60573

ATHENS, 2nd December, 1953.

EXCELLENCY,

I have the honour to inform you that the Royal Government has taken into consideration the Embassy's Note No. 139 of October 14th 1952 and agrees with the proposals contained in the aforementioned Note which runs as follows:

"I have the honor to refer to the conversations which have recently taken place between representatives of our two Governments relating to the Economic Cooperation Agreement between the United States of America and Greece signed at Athens on July 2, 1948 and to the enactment into law of Public Law 400, 82nd Congress, amending the Economic Cooperation Act of 1948 and Mutual Security Act of 1951. I also have the honor to confirm the understandings reached as result of these conversations, as follows:

1. Whenever reference is made in the said Economic Cooperation Agreement, as amended, to the Mutual Security Act of 1951 or to the Economic Cooperation Act of 1948, such reference shall be construed as meaning such Acts as heretofore amended.
2. The phrase "5 percent of each deposit" appearing in Article IV, paragraph 4 of the said Economic Cooperation Agreement shall be changed to "10 percent of each deposit". The application of this provision will be in accordance with the provisions set forth in the letter dated July 7, 1952, from the Mutual Security Agency Mission to the Minister of Finance."

In consequence, I have the honour to confirm that this letter as well as the Embassy's Note will be regarded as constituting an agreement between our two Governments.

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

STEPHANOPOULOS

His Excellency

Mr CAVENDISH CANNON

*Ambassador of the United States
of America
Athens*

ARMY MISSION TO LIBERIA

**TIAS 3140
Aug. 7 and
Oct. 23, 1953**

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

Extending Agreement of January 11, 1951

- **Effectuated by Exchange of Notes
Signed at Washington August 7 and
October 23, 1953**

- **Entered into force October 23, 1953**

The Liberian Ambassador to the Acting Secretary of State

EMBASSY OF LIBERIA
WASHINGTON

7 AUGUST 1953

MY DEAR MR. SECRETARY:

Pursuant to the instructions received from my Government, I have the honour to refer to the agreement between the Governments of the United States of America and the Republic of Liberia providing for the United States Army Mission now serving in Liberia.

As the agreement executed between the two Governments on January 11, 1951^[1] was for the duration of three years, and which expires January 11, 1954, my Government would appreciate it if the aforesaid agreement was renewed for an additional period of three years.

I avail myself of this opportunity to renew to you, My dear Mr. Secretary, the assurances of my highest consideration and esteem.

C. L. SIMPSON

C. L. Simpson

Ambassador

The Honourable WALTER BEDELL SMITH

Acting Secretary of State of the United States

Department of State

Washington, D. C.

The Secretary of State to the Liberian Ambassador

DEPARTMENT OF STATE
WASHINGTON

Oct 23 1953

EXCELLENCY:

I have the honor to refer to your note of August 7, 1953, stating that your Government desires to renew for an additional period of three years the agreement between our Governments providing for a United States Army mission in Liberia.

The Government of the United States is pleased to extend the agreement until January 11, 1957, and shall consider this exchange of notes as the official renewal of the agreement.

¹Treaties and Other International Acts Series 2171; 2 UST 1.

I take this opportunity to express my Government's satisfaction with the excellent relationship which has developed between members of the United States Army Mission and the Liberian Frontier Force.

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

For the Secretary of State:

WALTER B. SMITH

His Excellency

CLARENCE LORENZO SIMPSON,
Ambassador of Liberia.

TIAS 3141
Apr. 22 and
Dec. 29, 1953 EXCHANGE OF OFFICIAL PUBLICATIONS

Agreement between the
UNITED STATES OF AMERICA
and PAKISTAN

Amending Agreement of
April 25 and May 23, 1951

- Effectuated by Exchange of Notes
- Dated at Karachi April 22 and December 29, 1953
- Entered into force December 29, 1953

*The Pakistani Ministry of Foreign Affairs and Commonwealth
Relations to the American Embassy*

MINISTRY OF FOREIGN AFFAIRS
&
COMMONWEALTH RELATIONS
KARACHI

No. EA (II)/1/28/52.

April 22, 1953.

The Ministry of Foreign Affairs and Commonwealth Relations presents its compliments to the Embassy of the United States of America in Pakistan and with reference to Miss Judith Laikin's letter dated the 19th December, 1952 regarding the agreement for the exchange of official publications between the Governments of the United States of America and Pakistan, has the honour to say that the Government of Pakistan is agreeable to the arrangement suggested therein. It is, accordingly, proposed that Clause 1 of the agreement in question may be substituted as under :—

"The Government of Pakistan shall receive from the Government of the United States of America annually a partial depository set consisting of some 1,000 of important U. S. Government publications. The Government of the United States of America shall receive from the Government of Pakistan all the publications of the Federal Government and the Provincial Governments in Pakistan. The Government of the United States of America will send regularly to the Government of Pakistan a copy of the Monthly Catalogue of the publications of the Government of the United States and will also supply to the Government of Pakistan on request such publications not included in the partial depository set, as the Government of Pakistan may select from the Catalogues referred to above".

2. On receipt of a note from the Embassy of the United States of America in Pakistan, indicating that the foregoing amendment is acceptable to the Government of the United States of America, then this note and the reply of the Embassy will constitute an amendment to the above agreement with effect from the date of the note of the Embassy.

The Ministry avails itself of this opportunity to renew to the Embassy the assurances of its highest consideration.



**THE EMBASSY OF THE UNITED STATES
OF AMERICA IN PAKISTAN
*Karachi.***

*The American Embassy to the Pakistani Ministry of Foreign Affairs
and Commonwealth Relations*

**AMERICAN EMBASSY,
KARACHI, PAKISTAN**

No. 781

December 29, 1953

The Embassy of the United States of America presents its compliments to the Ministry of Foreign Affairs and Commonwealth Relations, and has the honor to refer to the Ministry's note dated April 22, 1953, regarding the agreement for exchange of official publications between the United States of America and Pakistan, effected by exchange of notes signed at Karachi on April 25 and May 23, 1951.^[1]

The Government of the United States of America has instructed the Embassy to inform the Ministry of Foreign Affairs and Commonwealth Relations that it agrees to the amendment proposed in the Ministry's note of April 22, 1953.

Accordingly, as proposed in the Ministry's note, that note and the present reply constitute an amendment to the agreement of April 25 and May 23, 1951, effective from the date of this note.

**THE MINISTRY OF FOREIGN AFFAIRS
AND COMMONWEALTH RELATIONS
*Karachi.***

^[1] Treaties and Other International Acts Series 2311; 2 UST 1701.

ECONOMIC COOPERATION

Release of Counterpart Funds

TIAS 3142
Apr. 16, 1954

**Agreement, with Annex, between the
UNITED STATES OF AMERICA
and YUGOSLAVIA**

- Signed at Belgrade April 16, 1954
- Entered into force April 16, 1954

COUNTERPART RELEASE AGREEMENT

The Government of the United States of America and the Government of the Federal People's Republic of Yugoslavia

Considering that Article III, Paragraph 3, of the Economic Cooperation Agreement of January 8, 1952, [1] provides that the Government of the Federal People's Republic of Yugoslavia may draw upon the Federal People's Republic of Yugoslavia Special Account for such purposes as may be agreed with the Government of the United States of America; and

Desiring to assure the most effective cooperation in the selection of purposes for which these amounts shall be used; and

Desiring to establish the procedures under which releases of funds will be made from the Federal People's Republic of Yugoslavia Special Account;

Do hereby agree as follows:

ARTICLE I

The purposes for which funds from the Special Account (hereinafter referred to as counterpart funds) should be used subject to the mutual agreement of the two governments are set forth in Article III of the Economic Cooperation Agreement concluded between the Government of the United States of America and the Government of the Federal People's Republic of Yugoslavia on January 8, 1952. The intent of this agreement is to set forth the manner in which the two governments will cooperate together in the release of funds from the Special Account for the above-mentioned purposes.

ARTICLE II

In order to carry out the purposes referred to in Article I, the Government of the United States of America and the Government of the Federal People's Republic of Yugoslavia will establish in

¹ Treaties and Other International Acts Series 2384; 3 UST 5.

advance for each Yugoslav fiscal year an allocation of the accumulated counterpart funds into the major sectors of the Federal People's Republic of Yugoslavia economy, including public health and defense.

Within the agreed sectors the Government of the Federal People's Republic of Yugoslavia will propose to the Government of the United States of America projects which it desires to finance wholly or in part with counterpart funds. Projects may also be suggested for consideration under this paragraph by the Government of the United States.

ARTICLE III

Should the Government of the Federal People's Republic of Yugoslavia desire to use funds from the Federal People's Republic of Yugoslavia Special Account for purposes of establishing sources of credit to any sector of the Yugoslav economy, the Government of the Federal People's Republic of Yugoslavia should propose to the Government of the United States of America procedures covering the establishment and operation of such credit facilities. Upon approval of these proposals by the two Governments they will become a part of this Agreement.

ARTICLE IV

In the selection of projects to be financed from counterpart funds, the competent Federal People's Republic of Yugoslavia authorities will submit to the Government of the United States of America information concerning such projects as listed in Annex A.

Within the agreed program referred to in Article II, projects will be mutually agreed upon between the Government of the United States of America and the Government of the Federal People's Republic of Yugoslavia. Such an agreement will be immediately mutually confirmed by both governments in written notification. This written notification will represent at the same time a concurrence for the

release and transfer of funds necessary for the implementation of that project to the responsible agency of the Federal People's Republic of Yugoslavia.

ARTICLE V

For each project the responsible Federal People's Republic of Yugoslavia agency will submit to the two governments monthly statements indicating the allotments to the project out of the released funds, disbursements during the reporting period out of project allotments, and the balance remaining to the project.

For each project the responsible Federal People's Republic of Yugoslavia agency will also submit to the two governments quarterly reports itemizing expenditures made for materials (domestic and imported), labor, equipment, transportation and such other costs as may have been incurred.

If rates of expenditures are foreseen to exceed the preliminary estimate, referred to in Annex A, this preliminary estimate will be reviewed by appropriate United States of America and Federal People's Republic of Yugoslavia officials and following agreement, the requisite amount of additional funds will be released from the Special Account.

ARTICLE VI

Ordinarily funds will be expended as nearly as possible within the costs established by the preliminary estimate for the project. Should expenditures be found to be inconsistent with the preliminary estimate (unless the preliminary estimate shall have been revised as provided in Article V), the Government of the Federal People's Republic of Yugoslavia will take corrective action and, if necessary, require the redeposit in the Federal People's Republic of Yugoslavia Special Account of all unexpended balances.

ARTICLE VII

Balances from the funds released and allotted for any project, as may remain unexpended upon the completion or at the expiration of the time limit established for that project will be redeposited in the Federal People's Republic of Yugoslavia Special Account.

Materials or serviceable equipment surplus to a project at the time of completion will either be transferred and credited to other approved counterpart projects, or will be sold; if sold, the proceeds thereof will be redeposited to the Special Account.

ARTICLE VIII

In accordance with the expressed purpose of the Economic Cooperation Agreements of April 17, 1951 [1] and January 8, 1952, the Government of the Federal People's Republic of Yugoslavia will facilitate the examination, by representatives of the Government of the United States of America, of project accounts and records, and the observation of the physical progress of all projects financed from counterpart funds.

ARTICLE IX

With respect to Article VII of the Economic Cooperation Agreement of January 8, 1952, the Government of the Federal People's Republic of Yugoslavia will give full publicity to the projects financed under this Agreement.

ARTICLE X

*
This Agreement can be amended by mutual consent of the Government of the United States of America and the Government of the Federal People's Republic of Yugoslavia, acting through their respective representatives.

This Agreement will become effective on this day's date. It will remain in force until all the sums in the currency of

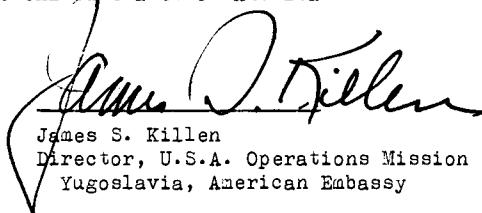
¹Treaties and Other International Acts Series 2245; 2 UST 914.

Yugoslavia required to be deposited in accordance with the provisions of Paragraph 7 of the Agreement of April 17, 1951 and Article III of the Agreement of January 8, 1952 have been disposed of as provided in Article III of the latter Agreement.

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

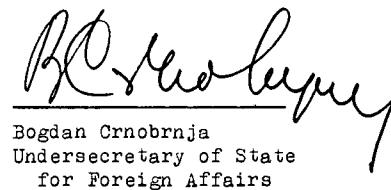
Done at Belgrade, in duplicate, in the English and Serbo-Croat languages, both texts authentic, this sixteenth day of April, 1954.

For the Government of the United States of America



James S. Killen
Director, U.S.A. Operations Mission
Yugoslavia, American Embassy

For the Government of the Federal People's Republic of Yugoslavia



Bogdan Crnobrnja
Undersecretary of State
for Foreign Affairs

[SEAL]

[SEAL]

ANNEX A

SECTION I

- A. Name of Project
- B. Type and Branch
- C. Location
- D. Description of Project
- E. Preliminary Estimate of Dinar Cos during the year itemized by material costs, labor costs and others.
- F. Duration of Project
- G. Responsible Authority
- H. Importance to the Internal Economy
- I. Import and Export Effects
- J. Technical Assistance Required

SECTION II

Information submitted for military projects should include their importance for the increase of defensive power of the Federal People's Republic of Yugoslavia in addition to an economic justification, if any.

SPORAZUM O OSLOBODJENJU KONTRPART FONDOVA

Vlada Sjedinjenih Američkih Država i Vlada Federativne Narodne Republike Jugoslavije

Uzimajući u obzir da Član III, paragraf 3, Sporazuma o ekonomskoj saradnji od 8 januara 1952 godine predviđa da Vlada Federativne Narodne Republike Jugoslavije može podizati iznose sa Specijalnog računa Federativne Narodne Republike Jugoslavije za svrhe u pogledu kojih bi se s vremena na vreme sporazumela sa Vladom Sjedinjenih Američkih Država i

U želji da osiguraju najefikasniju saradnju pri izboru svrha u koje će se ovi iznosi koristiti i

U želji da ustanove proceduru na osnovu kojih će se vršiti oslobođenje sredstava sa Specijalnog računa Federativne Narodne Republike Jugoslavije;

Ovim se saglašavaju u sledećem:

Član I

Svrhe u koje će se upotrebljavati sredstva sa Specijalnog računa (nadalje zvana "kontrpart fondovi") pod uslovom uzajamne saopštosti dveju Vlad, izložene su u Članu III Sporazuma o ekonomskoj saradnji zaključenog između Vlade Sjedinjenih Američkih Država i Vlade Federativne Narodne Republike Jugoslavije 8 januara 1952 godine.

Namera ovog Sporazuma je da utvrdi način na koji će dve Vlade zajednički saradjivati u oslobođenju sredstava sa Specijalnog računa za gore spomenute svrhe.

Član II

Da bi se sproveli ciljevi spomenuti u Članu I Vlada Sjedinjenih Američkih Država i Vlada Federativne Narodne Republike Jugoslavije ustanoviće unapred za svaku jugoslovensku fiskalnu godinu

globalnu raspodelu akumuliranih kontrpart fondova po glavnim sektorima privrede Federativne Narodne Republike Jugoslavije, uključujući narodno zdravlje i odbranu.

Vlada Federativne Narodne Republike Jugoslavije će u okviru saglašenih sektora predlagati Vladi Sjedinjenih Američkih Država projekte koje želi finansirati u celini ili delimično iz sredstava sa kontrpart fondova. Vlada Sjedinjenih Američkih Država može sugerirati projekte za razmatranja na osnovu ovog paragrafa.

Član III

Ukoliko bi Vlada Federativne Narodne Republike Jugoslavije želela da upotrebi sredstva sa Specijalnog računa Federativne Narodne Republike Jugoslavije radi ustanovljenja izvora kredita za bilo koju granu jugoslovenske privrede, Vlada Federativne Narodne Republike Jugoslavije treba da predloži Vladi Sjedinjenih Američkih Država postupak o ustanovljenju i rukovanju takvim kreditnim sredstvima. Pošto dve Vlade odobre ove predloge, oni će postati deo ovog Sporazuma.

Član IV

U odabiranju projekata za finansiranje iz kontrpart fondova, nadležni organi Federativne Narodne Republike Jugoslavije podneće Vladi Sjedinjenih Američkih Država podatke o tim projektima kao što je navedeno u prilogu A.

U okviru saglašenog programa koji se spominje u Članu II, o projektima će se zajednički postizati saglasnost između Vlade Sjedinjenih Američkih Država i Vlade Federativne Narodne Republike Jugoslavije. Ta saglasnost biće odmah uzajamno potvrđena od strane obeju Vlada pismenom notifikacijom. Ova pismena notifikacija pretstavljaće u isto vreme saglasnost za oslobođenje i prenos sredstava potrebnih za sprovođenje toga projekta na nadležni organ Vlade Federativne Narodne Republike Jugoslavije.

Član V

Za svaki projekat nadležni organ Federativne Narodne Republike Jugoslavije podneće dvema Vladama mesečne izveštaje koji pokazuju sredstva dodeljena za projekt iz oslobođenih fondova, isplate tokom izveštajnog perioda iz sredstava dodeljenih za projekt i saldo koji ostaje za ovaj projekt.

Za svaki projekt nadležni organ Federativne Narodne Republike Jugoslavije takođe će podneti dvema Vladama tromesečne izveštaje koji specificiraju izdatke učinjene za materijal (domaći i uvezeni), radnu snagu, opremu, transport i ostale troškove koji mogu nastati.

Ako se uvidi da tempo izdataka premaši prethodnu procenu koja se spominje u prilogu A, ova prethodna procena biće ponovo rasmotrena od strane odgovarajućih funkcionera Sjedinjenih Američkih Država i Federativne Narodne Republike Jugoslavije i, pošto se oni sporazumeju, potrebni iznosi dogunskih sredstava biće oslobođeni sa Specijalnog računa.

Član VI

Normalno će sredstva biti trošena što je moguće bliže granicama utvrđenim prethodnom procenom za projekt. Ako bi se ustanovalo da izdaci nisu u saglasnosti sa prethodnom procenom (ukoliko prethodna procena nije revidirana kao što je predviđeno u Članu V) Vlada Federativne Narodne Republike Jugoslavije će preuzeti mere za ispravljanje i, ako je potrebno, zahtevati da se nepotrošena salda ponovo stave na Specijalni račun Federativne Narodne Republike Jugoslavije.

Član VII

Na Specijani račun Federativne Narodne Republike Jugoslavije biće ponovo stavljena salda sredstava oslobođenih i dodeljenih za bilo koji projekt, koja mogu ostati nepotrošena po završetku ili isticanju vremenskog roka utvrđenog za taj projekt.

Viškovi materijala i opreme projekta u vreme njegovog završetka bice ili preneti i dati drugom odobrenom kontrpart projektu, ili će biti prodati; ako budu prodati prihodi od istih bice ponovo stavljeni na Specijalni račun.

Član VIII

U saglasnosti sa izraženim ciljem Sporazuma o ekonomskoj saradnji od 17 aprila 1951 i 8 januara 1952 godine Vlada Federativne Narodne Republike Jugoslavije olakšaće pretstavnicima Vlade Sjedinjenih Američkih Država pregled računa i dokumenata projekta i posmatranje fizičkog napretka svih projekata finansiranih iz kontrpart fondova.

Član IX

S obzirom na Član VII Sporazuma o ekonomskoj saradnji od 8 januara 1952 godine Vlada Federativne Narodne Republike Jugoslavije daće pun publicitet projektima finansiranim po ovom Sporazumu.

Član X

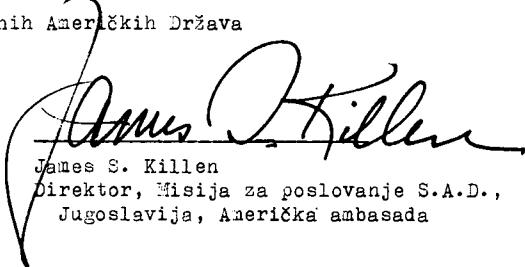
Ovaj Sporazum može biti izmenjen uzajamnim dogovorom Vlade Sjedinjenih Američkih Država i Vlade Federativne Narodne Republike Jugoslavije preko njihovih pretstavnika.

Ovaj Sporazum stupaće na snagu sa današnjim datumom. On će ostati na snazi sve dok svi iznosi u jugoslovenskoj valuti za koje se zahteva da budu deponovani u saglasnosti sa odredbama paragrafa 7 Sporazuma od 17 aprila 1951 i Člana III Sporazuma od 8 januara 1952 godine ne budu utrošeni kao što je predvidjeno Članom III Sporazuma od 8 januara 1952 godine.

U potvrdu čega odnosni pretstavnici, propisno ovlašćeni za tu svrhu, potpisali su ovaj Sporazum.

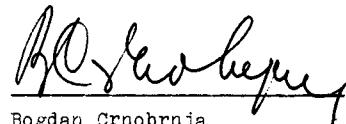
Sastavljeno u Beogradu, u dva primerka, na engleskom i srpsko-hrvatskom jeziku, čija su oba teksta autentična, na dan 16 aprila 1954 godine.

Za Vladu Sjedinjenih Američkih Država



James S. Killen
Direktor, Misija za poslovanje S.A.D.,
Jugoslavija, Američka ambasada

Za Vladu Federativne Narodne Republike Jugoslavije



Bogdan Crnobrnja
Državni potsekretar za
inostrane poslove

P R I L O G A

DEO I

- A. Ime projekta
- B. Tip i grana
- C. Mesto
- D. Opis projekta
- E. Prethodna procena dinarskih troškova tokom godine razbijena na troškove materijala, troškove radne snage i ostalo
- F. Trajanje projekta
- G. Nadležni organ
- H. Značaj za unutrašnju privredu
- I. Uticaj na uvoz i izvoz
- J. Potrebna tehnička pomoć

DEO II

Informacije koje se podnose za vojne projekte treba da uključe njihov značaj za povećanje odbrambene snage Federativne Narodne Republike Jugoslavije pored ekonomskog obrazloženja, ako ga ima.

TIAS 3143
Nov. 12, 1953

MUTUAL DEFENSE ASSISTANCE

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

**Amending Annex C of Agreement
of January 27, 1950, as Amended**

- Effectuated by Exchange of Notes
Dated at Oslo November 12, 1953
- Entered into force November 12, 1953

The American Embassy to the Norwegian Ministry of Foreign Affairs

THE FOREIGN SERVICE
OF THE
UNITED STATES OF AMERICA

No. 143

The American Embassy presents its compliments to the Royal Norwegian Ministry of Foreign Affairs and, with reference to paragraph (1) of Article IV of the Mutual Defense Assistance Agreement between the United States and Norway, signed at Washington on January 27, 1950, [¹] has the honor, upon instruction from its Government, to advise the Ministry that the minimum amount of Norwegian kroner necessary during the fiscal year 1954 for the administrative expenditures of the United States Embassy at Oslo in connection with the carrying out of the Agreement, including those of related training in Norway, has been estimated to be the equivalent of \$557,650.00. In this connection, it is understood that the balance of the kroner advances made during the fiscal year 1953 which was unobligated on June 30, 1953, will operate to reduce the total amount required for deposit during the fiscal year 1954.

The Embassy proposes that, in accordance with previous practice, [²] Annex C of the Bilateral Agreement be amended to read as follows:

“In implementation of paragraph (1) of Article IV of the Mutual Defense Assistance Agreement between the Governments of the United States of America and Norway, the Government of Norway will deposit Norwegian kroner at such times as requested in an account designated by the United States Embassy at Oslo, not to exceed in total 3,983,214.00 Norwegian kroner for its use on behalf of the Government of the United States of America for administrative expenditures within Norway in connection with carrying out that agreement for the period ending June 30, 1954.”

¹ Treaties and Other International Acts Series 2016; 1 UST 108.

² See Treaties and Other International Acts Series 2418; 3 UST, pt. I, p. 581; TIAS 2437; 3 UST, pt. 2, p. 2705; and TIAS 2914; 5 UST 196.

It is suggested that, if acceptable to the Norwegian Government, this Note, together with the Ministry's reply, constitute an amendment to Annex C of the Mutual Defense Assistance Agreement between the United States and Norway, signed at Washington, D. C., on January 27, 1950.

OSLO, November 12, 1953.

R N M

THE ROYAL NORWEGIAN
MINISTRY OF FOREIGN AFFAIRS,
Oslo.

The Norwegian Ministry of Foreign Affairs to the American Embassy

MINISTÈRE ROYAL
DES
AFFAIRES ÉTRANGÈRES

The Royal Norwegian Ministry of Foreign Affairs has the honour to acknowledge the receipt of the American Embassy's note of the 12th November, 1953, regarding the payment of administrative expenditures of the United States Embassy at Oslo in connection with the carrying out of the Mutual Defence Assistance Agreement between Norway and the United States, signed at Washington on the 27th January, 1950.

The Norwegian Government agrees to the proposal made in the Embassy's note to the effect that Annex C of the Bilateral Agreement be amended to read as follows:

"In implementation of paragraph (1) of Article IV of the Mutual Defence Assistance Agreement between the Governments of the United States of America and Norway, the Government of Norway will deposit Norwegian kroner at such times as requested in an account designated by the United States Embassy at Oslo, not to exceed in total 3,983,214.00 Norwegian kroner for its use on behalf of the Government of the United States of America for administrative expenditures within Norway in connection with carrying out that agreement for the period ending June 30, 1954".

It is understood that the balance of the kroner advances made during the fiscal year 1953, which was unobligated on the 30th June, 1953, will operate to reduce the total amount required for deposit during the fiscal year 1954.

The Norwegian Government agrees that the Embassy's note of the 12th November, 1953, together with this reply constitute an amend-

ment to Annex C of the Mutual Defence Assistance Agreement between Norway and the United States of America, signed at Washington on the 27th January, 1950.

Oslo, the 12 November, 1953.

[SEAL]

To

THE EMBASSY OF THE UNITED STATES OF AMERICA,
Oslo.

TIAS 3144
Sept. 23, 1954 **ARMY MISSION TO EL SALVADOR**

**Agreement between the
UNITED STATES OF AMERICA
and EL SALVADOR**

- Signed at San Salvador September 23, 1954
- Entered into force November 17, 1954

AGREEMENT BETWEEN

THE GOVERNMENT OF THE UNITED STATES OF AMERICA

AND

THE GOVERNMENT OF THE REPUBLIC OF EL SALVADOR

CONTRACTING FOR A UNITED STATES ARMY MISSION

AGREEMENT BETWEEN
THE GOVERNMENT OF THE UNITED STATES OF AMERICA
AND
THE GOVERNMENT OF THE REPUBLIC OF EL SALVADOR
CONTRACTING FOR A UNITED STATES ARMY MISSION

In conformity with the request of the Government of the Republic of El Salvador to the Government of the United States of America, the President of the United States of America has authorized the appointment of officers and non-commissioned officers to constitute a United States Army Mission to the Republic of El Salvador under the terms stipulated below:

TITLE I

Purpose and Duration

ARTICLE 1. The purpose of this Mission is to cooperate with the Ministry of Defense of the Republic of El Salvador in advising and rendering technical collaboration with the General Staff of the Armed Force and other military organizations with a view to enhancing the technical efficiency of the Salvadoran Army.

The members of the Mission are, in the exercise of their functions, obliged to use the Spanish language.

ARTICLE 2. This Agreement shall enter into force on the date of the receipt by the Government of the United States of

America of a notification in writing¹ that the Agreement has been approved by the Government of El Salvador in accordance with its constitutional processes. It shall remain in effect for a period of four (4) years from that date unless previously terminated or extended as hereinafter provided.

ARTICLE 3. If the Government of the Republic of El Salvador should desire to extend this Agreement, it shall make a written proposal to that effect six months before its expiration.

ARTICLE 4. This Agreement may be terminated before its expiration or before the expiration of any extension established by the preceding Article in the following manner:

(a) By either of the Governments, subject to three months' written notice to the other Government;

(b) By recall of the entire personnel of the Mission by the Government of the United States of America or at the request of the Government of the Republic of El Salvador, in the public interest of either country, without necessity of compliance with provision (a) of this Article.

¹ Nov. 17, 1954.

ARTICLE 5. This Agreement is subject to cancellation upon the initiative of either the Government of the United States of "merica or the Government of the Republic of El Salvador in case either country becomes involved in foreign or domestic hostilities.

TITLE II

Composition and Personnel

ARTICLE 6. This Mission shall consist of a Chief with the rank of Colonel or Lieutenant Colonel and personnel of the United States Army as may be agreed upon by the Department of the Army of the United States of America or its authorized representative and by the Ministry of Defense of the Republic of El Salvador or its authorized representative.

ARTICLE 7. The members of the Mission upon arrival in El Salvador will go on active duty in the Salvadoran Army and will enjoy the prerogatives which the military laws and regulations grant to officers of the Army of El Salvador.

ARTICLE 8. The Government of the United States of America may recall any member of the Mission provided he be replaced by another officer of equivalent qualifications, and when the Government of El Salvador requests it with at

least one month's advance notice, except because of force majeur or unforeseeable event. Any new member of the Mission must be previously accepted by the Government of El Salvador.

TITLE III

Duties, Rank and Precedence

ARTICLE 9. The personnel of the Mission shall perform such duties as may be agreed upon between the Minister of Defense of the Republic of El Salvador and the Chief of the Mission, except they shall not have command functions.

ARTICLE 10. In carrying out their duties, the members of the Mission shall be responsible to the Minister of Defense of the Republic of El Salvador and this responsibility shall be enforced through the Chief of the Mission.

ARTICLE 11. Each member of the Mission shall serve on the Mission with the rank he holds in the United States Army, and shall wear the uniform and insignia corresponding to his grade in the same but shall have precedence over all Salvadoran personnel of the same rank.

ARTICLE 12. The personnel of the Mission and the members of their families shall be governed by the discipli-

nary regulations of the United States Army.

TITLE IV

Compensation and Prerequisites

ARTICLE 13. The members of the Mission shall receive from the Government of the Republic of El Salvador such net annual compensation, expressed in United States currency, as may be established by agreement between the Government of the United States of America and the Government of the Republic of El Salvador for each position in the Mission.

This compensation shall be paid in twelve (12) equal monthly installments, payable within the first five days of the month following the day it is due. Payments may be made in Salvadoran national currency and when so made shall be computed at the rate of exchange in San Salvador most favorable to the Mission member on the date on which due.

The compensation provided herein, and any which the members of the Mission may receive from the Government of the United States of America, shall not be subject to any present fiscal or municipal tax or which may in the future be established by the Government of the Republic of El Salvador. Should there, however, at present or while this Agreement is

in effect be any taxes that might affect this compensation,
such taxes shall be borne by the Government of the Republic of
El Salvador.

ARTICLE 14. The compensation agreed upon as indicated
in the preceding Article shall commence upon the date of
departure from the United States of America of each member of
the Mission and, except as otherwise expressly provided in
this Agreement, shall continue, following the termination of
duty with the Mission, for the return trip to the United
States of America. Compensation shall be paid for unused
accrued leave at time of termination of duty and prior to
departure from El Salvador.

ARTICLE 15. The compensation due for the period of the
return trip shall be paid to a detached member of the Mission
before his departure from the Republic of El Salvador, and
such payment shall be computed for travel by the shortest
usually traveled route, regardless of the route and method of
travel used by the member of the Mission.

ARTICLE 16. Each member of the Mission and his family
shall be furnished by the Government of the Republic of El
Salvador with first class accommodations for travel, via the

shortest usually traveled route, required and performed under this Agreement, between the port of embarkation in the United States of America and his official residence in El Salvador, both for the outward and for the return trip. The Government of the Republic of El Salvador shall also pay all the expenses of shipment of household goods, baggage, and automobile of each member of the Mission between the port of embarkation in the United States of America and his official residence in El Salvador as well as all expenses incidental to the transportation of such household goods, baggage and automobile from El Salvador to the port of entry in the United States of America. Transportation of such household goods, baggage and automobile shall be effected in one shipment, and all subsequent shipments shall be at the expense of the respective members of the Mission, except as otherwise provided in this Agreement or when such shipments are necessitated by circumstances beyond their control. Payment of expenses for the transportation of families, household effects, and automobiles in the case of personnel who may join the Mission for temporary duty at the request of the Minister of Defense of the Republic of El Salvador shall be determined by negotiations between the

Department of the Army, or its authorized representative, and the Ministry of Defense of the Republic of El Salvador, or its authorized representative, at such time as the detail of personnel for such temporary duty may be agreed upon.

ARTICLE 17. Should the services of any member of the Mission be terminated by the Government of the United States for any reason whatsoever prior to completion of two years of service as a member of the Mission, the cost of the return to the United States of America of such member, his family, baggage, household goods, and automobile shall not be borne by the Government of the Republic of El Salvador, nor shall the expenses connected with transporting the replacing member to his station in El Salvador, except the cost of shipment of his automobile, be borne by the Government of the Republic of El Salvador.

ARTICLE 18. The personal and household effects, baggage, and automobiles of members of the Mission, as well as articles imported by the members of the Mission for their personal use and for the use of members of their families or for official use of the Mission, shall be exempt from custom duties of any kind by the Government of El Salvador and allowed free

entry and egress upon request of the Chief of the Mission on the same basis as is accorded by the Government of El Salvador to personnel of the Embassy of the United States of America in El Salvador. This provision is applicable to all personnel of the Mission whether they be accredited, on temporary duty, or non-accredited members.

ARTICLE 19. Compensation for transportation and traveling expenses incurred during travel performed on official business of the Government of the Republic of El Salvador shall be provided by the Government of the Republic of El Salvador in accordance with the provisions of Article 7.

ARTICLE 20. The Ministry of Defense of the Republic of El Salvador shall provide the Chief of Mission with a suitable automobile, with chauffeur, for use on official business. Suitable motor transportation, with chauffeur, shall, on call by the Chief of Mission, be made available by the Government of the Republic of El Salvador for use by the members of the Mission for the conduct of the official business of the Mission.

ARTICLE 21. The Ministry of Defense of the Republic of El Salvador shall provide suitable office space and facilities

for the use of the members of the Mission.

ARTICLE 22. If any member of the Mission, or any of his family, should die in the Republic of El Salvador, the Government of the Republic of El Salvador shall have the body transported to such place in the United States of America as the surviving members of the family may decide, but the cost to the Government of the Republic of El Salvador shall not exceed the cost of transporting the remains from the place of decease to New York City. Should the deceased be a member of the Mission, his services with the Government of El Salvador shall be considered to have terminated fifteen (15) days after his death. Return transportation to New York City for the family of the deceased member and for their baggage, household goods, and automobile shall be provided as prescribed in Article 15. All compensation due the deceased member, including salary for fifteen (15) days subsequent to his death, and reimbursement for expenses and transportation due the deceased member for travel performed on official business of the Government of the Republic of El Salvador, shall be paid to the proper heirs of the deceased member or to any other person who may

have been designated in writing by the deceased while serving under the terms of the Agreement; but such proper heirs or other person shall not be compensated for accrued leave due and not taken by the deceased. All compensations due the proper heirs or other person designated by the deceased, under the provisions of this Article, shall be paid within fifteen (15) days of the decease of the said member.

TITLE V

Requisites and Conditions

ARTICLE 23. The Governments of the United States of America and El Salvador recognize the evident desirability of obtaining uniformity in the military training and practices of both countries. Consequently, the Government of the United States of America will endeavor to provide, at the request of the Government of El Salvador, the necessary military personnel in accordance with this Agreement and in the event that it should not be possible to furnish such personnel, the Government of El Salvador may seek the required services elsewhere.

ARTICLE 24. Each member of the Mission shall agree not to divulge or in any way disclose any secret or confidential

matter of which he may become cognizant in his capacity as a member of the Mission. This requirement shall continue in force after the termination of service with the Mission and after the expiration or cancellation of this Agreement or any extension thereof.

ARTICLE 25. Throughout this Agreement the term "family" is limited to mean wife and dependent children.

ARTICLE 26. Each member of the Mission shall be entitled to one month's annual leave with pay, or to a proportional part thereof with pay for any fractional part of a year. Request for such leave shall be made to the Ministry of Defense through appropriate channels.

ARTICLE 27. Members of the Mission who may be replaced shall terminate their services only upon the arrival of their replacements, except when otherwise mutually agreed upon in advance by the respective Governments.

ARTICLE 28. The Government of the Republic of El Salvador shall provide suitable medical and dental attention to members of the Missions and their families. In case a member of the Mission becomes ill or suffers injury, he shall be placed in such hospital or receive the attention of such doctors as the

Chief of Mission deems suitable. Such doctors, dentists, hospitals and pharmacies shall normally be chosen from doctors, dentists, hospitals and pharmacies which shall have been designated in advance for regular use by the Ministry of Defense of the Republic of El Salvador in consultation with the Mission Chief. All expenses incurred as the result of such illness or injury while the patient is a member of the Mission and remains in El Salvador shall be paid by the Government of the Republic of El Salvador. If the hospitalized member is a commissioned officer, he shall pay his cost of subsistence, but if he is an enlisted man, the cost of subsistence shall be paid by the Government of the Republic of El Salvador. Families shall enjoy the same privileges agreed upon in this Article for members of the Mission, except that a member of the Mission shall in all cases pay the cost of subsistence incident to hospitalization of a member of his family.

ARTICLE 29. Any member of the Mission unable to perform his duties with the Mission by reason of long-continued physical disability shall be replaced.

ARTICLE 30. It is understood that the personnel of the Armed Forces of the United States of America, to be stationed within the territory of the Republic of El Salvador under this Agreement, do not and will not comprise any combat forces.

ARTICLE 31. This Agreement supersedes any previous Agreement between the Governments concerned with regard to the functions of an Army Mission.

IN WITNESS WHEREOF the undersigned, Michael J. McDermott, Ambassador of the United States of America, and Roberto E. Canessa, Minister of Foreign Affairs and Colonel Marco Antonio Molina, Minister of Defense of the Republic of El Salvador, duly authorized for that purpose, sign this Agreement, in duplicate in the English and Spanish languages in San Salvador, Republic of El Salvador, this 23rd day of September of one thousand nine hundred and fifty-four.

FOR THE GOVERNMENT OF THE
UNITED STATES OF AMERICA:

Michael J. McDermott

FOR THE GOVERNMENT OF THE
REPUBLIC OF EL SALVADOR:

Roberto E. Canessa
Marco Antonio Molina

CONVENIO ENTRE

EL GOBIERNO DE LA REPUBLICA DE EL SALVADOR

Y

EL GOBIERNO DE LOS ESTADOS UNIDOS DE AMERICA

PARA LA CONTRATACION DE UNA MISION DEL EJERCITO

DE LOS ESTADOS UNIDOS

CONVENIO ENTRE EL GOBIERNO DE LA REPUBLICA DE EL SALVADOR
Y EL GOBIERNO DE LOS ESTADOS UNIDOS DE AMERICA, PARA LA
CONTRATACION DE UNA MISION DEL EJERCITO DE LOS ESTADOS
UNIDOS.

De conformidad con la solicitud del Gobierno de la República de El Salvador al Gobierno de los Estados Unidos de América, el Presidente de los Estados Unidos de América ha autorizado el nombramiento de oficiales y subalternos para que constituyan una Misión del Ejército de los Estados Unidos de América en la República de El Salvador, de acuerdo con las condiciones que se estipulan a continuación:

TITULO I

FINALIDADES Y DURACION

Art 1.- La finalidad de esta Misión es cooperar con el Ministerio de Defensa de la República de El Salvador en los aspectos de asesoría y colaboración técnica al Estado Mayor General de la Fuerza Armada y demás Cuerpos Militares, a efecto de mejorar la eficiencia técnica del Ejército de El Salvador.

Los miembros de la Misión quedarán obligados a emplear en el ejercicio de sus funciones el idioma español.

Art. 2. - Este Convenio entrará en vigor en la fecha de recibo por el Gobierno de los Estados Unidos de América de una notificación por escrito que el Convenio ha sido aprobado por el Gobierno de El Salvador de conformidad con sus procedimientos constitucionales. Tendrá validez por un período de cuatro (4) años de aquella fecha a menos que se dé por terminado con anterioridad o que sea prorrogado según se dispone más adelante.

Art. 3. - Si el Gobierno de la República de El Salvador desea prorrogar el presente Convenio, hará una solicitud por escrito con este objeto, seis meses antes de su expiración.

Art. 4. - Este Convenio puede ser cancelado antes de su expiración o antes de expirar la prórroga establecida en el Artículo anterior, de conformidad a lo siguiente:

- a)- Por cualesquiera de los dos Gobiernos, siempre que el uno le notifique al otro por escrito con tres meses de anticipación;
- b)- Cuando todo el personal de la Misión sea retirado, ya sea por el Gobierno de los Estados Unidos de América, o por solicitud del Gobierno de la República de El Salvador, en interés público de cualesquiera de los dos países, sin necesidad de dar cumplimiento a lo dispuesto en el inciso a) de este mismo Artículo.

Art. 5.- Este Convenio está sujeto a cancelación por iniciativa ya sea del Gobierno de los Estados Unidos de América o del Gobierno de la República de El Salvador, en el caso de que cualesquiera de los dos se vea implicado en hostilidades externas o internas.

TITULO II

INTEGRACION Y PERSONAL

Art. 6.- La Misión estará integrada por un Jefe con el grado de Coronel o Teniente Coronel y por el personal del Ejército de los Estados Unidos de América, que se determine por acuerdo entre el Departamento del Ejército de los Estados Unidos de América, o su representante autorizado, y el Ministerio de Defensa de la República de El Salvador, o su representante autorizado.

Art. 7.- Los miembros de la Misión, a su llegada a El Salvador, causarán alta en el Ejército Salvadoreño y gozarán de las prerrogativas que las leyes y reglamentos militares conceden a los Oficiales del Ejército de El Salvador.

Art. 8.- El Gobierno de los Estados Unidos de América podrá retirar a cualquier miembro de la Misión siempre que sea sustituido por otro Oficial de capacidad equivalente, y cuando lo solicite al Gobierno de El Salvador por lo menos con un mes de anticipación, salvo motivos de fuerza mayor o caso fortuito. Todo nuevo miembro de la Misión deberá ser aceptado previamente por el Gobierno de El Salvador.

TITULO IIIFUNCIONES, GRADO Y PRECEDENCIA

Art. 9. - El personal de la Misión ejercerá las funciones que se determinen por acuerdo entre el Ministro de Defensa de la República de El Salvador y el Jefe de la Misión, salvo que ellos no tendrán funciones de mando.

Art. 10. - En el ejercicio de sus deberes, los miembros de la Misión serán responsables ante el señor Ministro de Defensa de la República de El Salvador, y esta responsabilidad será reforzada por conducto del Jefe de la Misión.

Art. 11. - Cada miembro de la Misión prestará a ella sus servicios con el grado que tenga en el Ejército de los Estados Unidos de América y usará el uniforme e insignias correspondientes a su grado en el mismo, pero tendrá superioridad de cargo sobre todo el personal salvadoreño de igual grado.

Art. 12. - El personal de la Misión y los miembros de sus familias estarán gobernados por la reglamentación disciplinaria del Ejército de los Estados Unidos de América.

TITULO IVREMUNERACION Y SUBVENCIONES

Art. 13. - Los miembros de la Misión recibirán del Gobierno de la República de El Salvador la remuneración neta anual expresada en la moneda nacional de los Estados Unidos de América que acuerden el Gobierno de los Estados Unidos de América y el Gobierno de la República de El Salvador para cada puesto de la Misión.

Esta remuneración se pagará en doce (12) mensualidades iguales, pagaderas dentro de los cinco primeros días del mes siguiente al día en que se deba pagar. Los pagos pueden ser hechos en moneda nacional salvadoreña y cuando así se hagan serán computados al tipo de cambio en San Salvador que sea más favorable al miembro de la Misión en el día que

deba hacerse el pago.

La remuneración que aquí se dispone y cualquiera otra que los miembros de la Misión puedan recibir del Gobierno de los Estados Unidos de América no estarán sujetas a los impuestos fiscales y municipales actuales o que en el futuro se decreten por el Gobierno de la República de El Salvador. Sin embargo, si en la actualidad o mientras este Acuerdo esté en vigencia, existieren impuestos que puedan afectar esta remuneración, tales impuestos serán sufragados por el Gobierno de la República de El Salvador.

Art. 14. - La remuneración que se convenga según se indica en el artículo precedente, comenzará a devengarse desde la fecha en que cada miembro de la Misión parta de los Estados Unidos de América y, salvo lo que en este Convenio se disponga expresamente en contrario, continuará devengándose después de terminadas sus funciones con la Misión, mientras dure el viaje de regreso a los Estados Unidos de América. Se pagará compensación por el período de licencia, sin usar acumulados, que exista en la fecha de terminar sus funciones y antes de salir de El Salvador.

Art. 15. - La remuneración que se adeude por la duración del viaje de regreso se pagará al miembro retirado de la Misión antes de su partida de la República de El Salvador, y ese pago se calculará con base en el viaje por la ruta más corta usada generalmente, cualquiera sea la ruta y el sistema de transporte que utilice el miembro de la Misión.

Art. 16. - Cada miembro de la Misión y su familia recibirán del Gobierno de El Salvador acomodaciones de primera clase para viajar, por la vía más corta que usualmente se acostumbre, según se haya pedido y llevado a cabo bajo este Convenio, entre el puerto de embarque de los Estados Unidos de América y su residencial oficial en El Salvador, tanto para el viaje de ida como para el de regreso. El

Gobierno de la Republica de El Salvador pagará también todos los gastos de embarque de efectos de casa, equipaje y automóvil de cada miembro de la Misión entre el puerto de embarque en los Estados Unidos de América y su residencia oficial en El Salvador y todos los gastos incidentales al transporte de dichos efectos de casa, equipaje y automóvil desde El Salvador al puerto de entrada en los Estados Unidos de América. El transporte de dichos efectos de casa, equipaje y automóvil se efectuará en un solo embarque y todos los embarques subsiguientes serán por cuenta de los respectivos miembros de la Misión, excepto cuando se disponga de otro modo en este Convenio o cuando dichos embarques sean necesarios por circunstancias fuera de control. El pago de gastos por el transporte de familia, efectos de casa y automóvil en el caso de personal que se asigne para servicios provisionales a la Misión a solicitud del Ministro de Defensa de la República de El Salvador, será determinado por negociación entre el Departamento del Ejército, o su representante autorizado, y el Ministerio de Defensa de la República de El Salvador, o su representante autorizado, al tiempo de que el detalle de personal para tales deberes temporales sea acordado.

Art. 17. - En el caso de que los servicios de algún miembro de la Misión sean terminados por cualquier causa por el Gobierno de los Estados Unidos antes de haber terminado dos años de servicio como miembro de la Misión, el costo del regreso a los Estados Unidos de América de tal miembro, su familia, equipaje, efectos caseros y automóvil no será sufragado por el Gobierno de la República de El Salvador, ni los gastos relacionados con el transporte a su puesto en El Salvador del miembro que le reemplace, salvo el costo del transporte de su automóvil, que será por cuenta del Gobierno de El Salvador.

Art. 18. - Los efectos personales y de casa, equipaje y

automóviles traidos por los miembros de la Misión, así como los artículos importados por los miembros de la Misión para su uso personal y para el uso de los miembros de su familia o para el uso oficial de la Misión, estarán exentos por el Gobierno de El Salvador del pago de derechos de aduana de cualquier clase y se les acordará franquicia de entrada y salida a solicitud del Jefe de la Misión en la misma base que la que es acordada por el Gobierno de El Salvador al personal de la Embajada de los Estados Unidos en El Salvador. Esta disposición será aplicable a todo el personal de la Misión ya sean acreditados, provisionales o no acreditados.

Art. 19. - El reembolso por los gastos de transporte y de viaje incurridos durante viajes emprendidos en asuntos oficiales del Gobierno de la República de El Salvador será suministrado por el Gobierno de la República de El Salvador según las disposiciones del Artículo 7.

Art. 20. - El Ministerio de Defensa de la República de El Salvador proporcionará al Jefe de la Misión un automóvil apropiado, con motorista, para ser usado en asuntos oficiales. Además, el Gobierno de la República de El Salvador proporcionará transporte motorizado adecuado, con motorista, para el uso de los miembros de la Misión en asuntos puramente del servicio, siempre que lo solicite por llamada el Jefe de la misma.

Art. 21. - El Ministerio de Defensa de la República de El Salvador proporcionará local adecuado para oficina y facilidades para su uso por los miembros de la Misión.

Art. 22. - Si algún miembro de la Misión, o alguien de su familia, falleciere en la República de El Salvador, el Gobierno de la República de El Salvador hará trasladar el cadáver hasta el lugar en los Estados Unidos de América que los parientes sobrevivientes indiquen, pero el costo, para el Gobierno de la República de El Salvador,

no excederá al costo en que se incurriría al trasladar los restos desde el lugar del fallecimiento hasta la ciudad de Nueva York. Si el extinto fuera miembro de la Misión se considerará que sus servicios para el Gobierno de El Salvador terminaron quince (15) días después de su muerte. Los gastos de regreso a la ciudad de Nueva York para la familia del miembro fallecido y su equipaje, efectos caseros y automóvil, se sufragarán como dispone el Artículo 15. Toda remuneración que se adeude al miembro fallecido, inclusive su sueldo por los quince (15) días siguientes a su muerte y el reembolso de gastos y transporte al crédito del miembro fallecido por viajes realizados en asuntos oficiales del Gobierno de la República de El Salvador se pagarán a los herederos legales o a cualquier otra persona que el extinto haya designado por escrito mientras prestaba sus servicios de conformidad con los términos de este Convenio, pero no se pagará a los herederos legales ni a otra persona por la licencia a que tuviere derecho y no hubiere tomado el finado. Toda remuneración que de conformidad con las disposiciones de este Artículo se adeude a los herederos legales u otra persona designada por el finado, se pagará dentro del plazo de quince (15) días después de la muerte de dicho miembro.

TITULO V

REQUISITOS Y CONDICIONES

Art. 23. - Los Gobiernos de los Estados Unidos de América y El Salvador reconocen la conveniencia evidente de conseguir la uniformidad en el entrenamiento y práctica militar de ambos países. Por consiguiente, el Gobierno de los Estados Unidos de América procurará, a solicitud del Gobierno de El Salvador, proveer el personal militar necesario conforme a este Convenio y en el caso que no le fuera posible suministrar dicho personal, el Gobierno de El Salvador podrá solicitar los servicios que requiere a otra parte.

Art. 24. - Todo miembro de la Misión se compromete a no divulgar ni revelar ningún secreto ni asunto confidencial que pueda llegar a su conocimiento en su calidad de Miembro de la misma. Este requisito continuará en vigor después de terminar sus servicios en la Misión y después de la expiración o cancelación del presente Convenio o de su prórroga.

Art. 25. - En este Convenio se entenderá que el término "familia" sólo comprende la esposa y los hijos dependientes.

Art. 26. - Cada miembro de la Misión tendrá derecho anualmente a un mes de licencia con goce de sueldo, o a una parte proporcional de dicha licencia, con sueldo por cada fracción de año. Toda licencia deberá solicitarse por escrito al Ministerio de Defensa y por el conducto regular.

Art. 27. - Los miembros de la Misión a quienes se reemplace terminarán sus servicios en la Misión solamente cuando lleguen sus reemplazos, excepto cuando los dos Gobiernos mutuamente acuerden de antemano lo contrario.

Art. 28. - El Gobierno de la República de El Salvador proporcionará atención médica y dental adecuada a los miembros de la Misión y a sus familias. En caso de que un miembro de la Misión se enferme o sufra lesiones se les hospitalizará o recibirá atención de los médicos que el Jefe de la Misión considere adecuado. Tales médicos, dentistas, hospitales y farmacias serán normalmente escogidos de médicos, dentistas, hospitales y farmacias que han sido designados anticipadamente para uso normal por el Ministerio de Defensa de la República de El Salvador, en consulta con el Jefe de la Misión. Todos los gastos en que se incurra a consecuencia de dicha enfermedad o lesiones, mientras el paciente sea miembro de la Misión y permanezca en la República de El Salvador, serán sufragados por el Gobierno de El Salvador. Si el miembro de la Misión hospitalizado es un oficial pagará

él mismo sus gastos de subsistencia, pero si pertenece al personal subalterno, el costo de su subsistencia será sufragado por el Gobierno de la República de El Salvador. Las familias gozarán de los mismos privilegios que dispone este Artículo para los miembros de la Misión, excepto que el miembro de la Misión pagará en todos y cada uno de los casos los gastos de subsistencia relacionados con la hospitalización del miembro de su familia.

Art. 29. - Todo miembro de la Misión que no pueda desempeñar sus funciones a causa de prolongada incapacidad física será reemplazado.

Art. 30. - Es entendido que el personal de las Fuerzas Armadas de los Estados Unidos de América que será estacionado dentro del territorio de la República de El Salvador, según los términos de este Convenio, no comprende ni comprenderá ninguna fuerza de combate.

Art. 31. - Este Convenio sustituye cualquier convenio anterior entre los dos Gobiernos relacionado a las funciones de una Misión Militar Terrestre.

EN FE DE LO CUAL, los infrascritos, Roberto Edmundo Canessa, Ministro de Relaciones Exteriores y Coronel Marco Antonio Molina, Ministro de Defensa de la República de El Salvador, y Michael J. McDermott, Embajador Extraordinario y Plenipotenciario de los Estados Unidos de América, debidamente autorizados para ello, firman este Convenio en duplicado, en los idiomas español e inglés, en San Salvador, a los veintitrés días del mes de septiembre de mil novecientos cincuenta y cuatro.

POR EL GOBIERNO DE LOS ESTADOS UNIDOS DE AMERICA:

POR EL GOBIERNO DE EL SALVADOR:

(f) Michael J. McDermott (f) Marco Antonio Molina
(f) Michael J. McDermott (f) Marco Antonio Molina

TIAS 3145
May 1 and
June 29, 1954

RELIEF SUPPLIES

Duty-Free Entry and Free Inland Transportation

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

- Effectuated by Exchange of Notes
Dated at Amman May 1 and June 29, 1954
- Entered into force June 29, 1954

The American Embassy to the Jordan Ministry of Foreign Affairs

THE FOREIGN SERVICE
OF THE
UNITED STATES OF AMERICA

AMERICAN EMBASSY,

Amman, May 1, 1954.

No. 165

The Embassy of the United States of America presents its compliments to the Ministry of Foreign Affairs of the Hashemite Kingdom of Jordan and refers to the Ministry's Note No. 70/27/3949 of April 22. [¹] In keeping with the Ministry's request, paragraph 2 of the agreement has been amended so that the items concerned are confined to powdered milk, butter and cheese. The American Ambassador has signed the enclosed note. This note and the Foreign Minister's note in reply will, if these understandings meet with the approval of the Government of the Hashemite Kingdom of Jordan, constitute an Agreement between the two Governments.

The Embassy takes this opportunity to renew to the Ministry of Foreign Affairs the assurances of its highest consideration.

P. G.

Enclosure:

Agreement

THE MINISTRY OF FOREIGN AFFAIRS,
THE HASHEMITE KINGDOM OF JORDAN,
Amman, Jordan.

¹ Not printed.

AGREEMENT BETWEEN THE GOVERNMENTS OF THE UNITED STATES OF AMERICA AND THE HASHEMITE KINGDOM OF JORDAN FOR DUTY-FREE ENTRY AND DEFRAIMENT OF INLAND TRANSPORTATION CHARGES OF RELIEF SUPPLIES OF U. S. VOLUNTARY AGENCIES

I have the honor to refer to conversations between representatives of our two Governments concerning measures to facilitate private manifestations of friendship between the peoples of our two countries through voluntary gifts of food and other basic supplies by individuals and organizations in the United States to individuals and organizations in the Hashemite Kingdom of Jordan. I also have the honor to confirm the understandings reached as a result of those conversations, as follows:

1. The Government of the Hashemite Kingdom of Jordan shall accord duty-free entry into Jordan, as well as exemption from internal taxation, of supplies of goods approved by the Government of the United States, donated to or purchased by United States voluntary, non-profit relief and rehabilitation agencies qualified under United States Government Regulations, and consigned to such organizations, including branches of these agencies in Jordan which have been or hereafter shall be approved by the Government of the Hashemite Kingdom of Jordan.
2. Such supplies must be goods of types qualified for ocean freight subsidy under applicable United States regulations and, in the case of this agreement, will be confined to powdered milk, butter, and cheese.
3. Duty-free treatment on importation and exportation, as well as exemption from internal taxation, shall also be accorded to supplies imported by organizations approved by both governments for the purpose of carrying out operations under this Agreement. Such supplies shall not include items for the personal use of agencies' field representatives.
4. The cost of transporting such supplies (including handling, storage, and similar charges, as well as transportation) within Jordan to the ultimate beneficiary will be borne by the Government of the Hashemite Kingdom of Jordan. Shipping agencies will bear the cost of ocean freight, as well as the cost from Beirut to the Jordan border.
5. The food furnished by the voluntary agencies shall be considered supplementary to rations to which individuals would otherwise have been entitled.

6. Individual organizations carrying out operations under this Agreement may enter into additional arrangements with the Government of the Hashemite Kingdom of Jordan, and this Agreement shall not be construed to derogate from any benefits secured by any such organizations in existing agreements with the Government of the Hashemite Kingdom of Jordan.

I have the honor to propose that, if these understandings meet with the approval of the Government of the Hashemite Kingdom of Jordan, this note and Your Excellency's note in reply constitute an agreement between our two Governments, effective on the date of Your Excellency's reply, to remain in force until three months after the receipt of either Government of written notice of the intention of the other Government to terminate it.

L. D. MALLORY

AMERICAN EMBASSY,
Amman, May 1, 1954.

The Jordan Ministry of Foreign Affairs to the American Embassy



الملكية الأردنية الهاشمية

وزارة الخارجية

عمان

–

الرقم ٢٢٨/٢٢/٧٠

التاريخ ١٩٥٤/٦/٢٩

تهدى وزارة خارجية المملكة الأردنية الهاشمية
 تحياتها إلى السفارة الأمريكية وبالإشارة إلى مذكوريها رقم
 ١٦٥ تاريخ ١٩٥٤/٥/١ تتشرف باجابتها بان مجلس وزراء
 الأردني قرر الموافقة على الاتفاقية المرفقة بكاب السفارة الموقعة
 رقم ١٦٥ تاريخ ١١٥٤/٥/١ ويعتبر جواب وزارة الخارجية هذا مع
 مذكرة السفارة الأمريكية المشار إليها بمثابة اتفاقية بين الحكومة الأردنية
 والحكومة الأمريكية.

تنتهي وزارة الخارجية الأردنية هذه المناسبة لتعرب للسفارة الكريمة
 عن فائق احترامها.

[SEAL]

السفارة الأمريكية
 عمان

اتفاقية بين حكومة الولايات المتحدة الاميركية والحكومة الاردنية
للهماشية لترويد المبادئ الاميركية الخير يتعي الاردن بمساواه
مغفاة من الرسم الجمركي ومن اجر النقل ضمن المملكة الاردنية .

لي الشرف بان اشير الى المحادثة بين ممثل حكومتيها حول الاجراءات لتمهيل ظاهر
الاود الخاصة التي تربط بين شعوب بلدانا من طريق هبات المواد الغذائية وغيرها من المواد
الرئيسية التي يتبع بها افراد ومؤسسات في الولايات المتحدة الاميركية الى افراد وهيئات
في المملكة الاردنية الهاشمية ، وكما اتشرف بان اثبتت تالي النقاط التي تم التفاهم -
• والاتفاق عليهما .

١ - تتمهد الحكومة الاردنية الهاشمية بان توافق على منح اعفاءات جمركية واعفاءات من

نفقات النقل داخل حدود المملكة الاردنية للمواد التي يتبع بها او تبتاعها
المؤسسات الخيرية في الولايات المتحدة الاميركية التي تعمل للإصلاح والتعفير
ولا تبني الربح وفقا للانظمة المرعية في اميركا والتي تشحذ الى تلك المؤسسات
الخيرية العاملة في الاردن والتي وافقت عليها الحكومة الاردنية او تلك التي ستتوافق
عليها مستقبلا .

٢ - يجب ان يكون تلك المواد من الاصناف المسموح بنقلها عبر المحيطات بجانا وفقا
للأنظمة المرعية في الولايات المتحدة وفيما يتعلق بهذه الاتفاقية يحضر امر تلك المواد
بمحروم الحليب المجفف والزبدة والجبن .

٣ - تغدو من الرسم الجمركي معاملات التصدير والاستيراد ومن الفرائض المحلية جميع
المواد المستوردة من قبل المؤسسات المصر لها من قبل الحكومتين لتولي عمليات
استلام ووزن المواد بموجب هذه الاتفاقية . لا تشمل هذه المواد اية مواد من اجل
الاستعمال الشخصي لممثل المؤسسات .

٤ - ان نفقات نقل هذه المواد (بما في ذلك التنزيل والتحميس والخزن وما اليها من
النفقات بما في ذلك النقل) ضمن حدود الاردن ولمنفعتها تتحملها الحكومة
الاردنية .

٥ - تتحمل وكالات البوارخ نفقات النقل البحري بما في ذلك نفقات النقل
من بيروت حتى اول الحدود الاردنية .
المواد الغذائية التي تقدمها المؤسسات الخيرية تعتبر اضافية الى المواد الغذائية
التي يحصل عليها الافراد اصلا .

٦ - يمكن للهيئات الخيرية التي تقم بعملياتها بموجب هذه الاتفاقية ان تدخل في اتفاقيات اضافية مع الحكومة الاردنية . ويجب الا تفسر هذه الاتفاقية بأنها تضر بالحقوق الممنوحة لتلك الهيئات بموجب الاتفاقية القائمة بينها وبين لحكومة الاردنية .

يعتبر جواب وزارة الخارجية رد ا على مذكرة السفارة الاميركية بثابة اتفاقية بين الحكومة الاميركية والحكومة الاردنية وتبقى نافذة المفعول لمدة ثلاثة اشهر بعد اسلام اية من الحكومتين اخطار خطبي برغبة الحكومة الارجى بفسخهما .



Translation

MINISTRY OF FOREIGN AFFAIRS

June 29, 1954

No. 70/27/G118

The Ministry of Foreign Affairs of the Hashemite Kingdom of Jordan presents its compliments to the American Embassy and with reference to its note No. 165 dated May 1, 1954, has the honor to reply that the Jordanian Council of Ministers has taken a decision to approve the agreement enclosed with the Embassy's note No. 165 dated May 1, 1954. This reply of the Ministry of Foreign Affairs together with the above-mentioned note of the American Embassy will be considered an agreement between the Jordanian Government and the American Government.

On this occasion the Ministry expresses to the Embassy its profound esteem.

'ISSA BANDAK

[SEAL]

AMERICAN EMBASSY,
Amman, Jordan.

AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF HASHEMITE JORDAN TO SUPPLY THE AMERICAN WELFARE ORGANIZATIONS IN JORDAN WITH MATERIALS FREE FROM CUSTOM DUTIES AND TRANSPORTATION CHARGES WITHIN THE KINGDOM OF JORDAN

[For the English language text of the agreement, see *ante*, p. 2898.]

**TIAS 3146
Oct. 6 and Nov. 4, 1954 NAVAL, ARMY, AND AIR FORCE MISSIONS
TO COLOMBIA**

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

**Extending Agreements of
October 14, 1946, and
February 21, 1949**

- Effectuated by Exchange of Notes
Signed at Bogotá October 6 and
November 4, 1954
- Entered into force November 4, 1954

The American Ambassador to the Colombian Minister of Foreign Affairs

EMBASSY OF THE
UNITED STATES OF AMERICA

Bogotá, October 6, 1954

No. 76

EXCELLENCY:

Referring to Your Excellency's Note No. D-2049 of July 22, 1954^[1] stating that the Colombian Government desired to proceed as soon as possible to the signing of the agreement at present under study for the U.S. Naval Mission and proposing an extension of the expired Naval Mission Agreement^[2] pending completion of the legal procedures for a new Agreement; and referring to my Note No. 25 of July 30, 1954^[1] stating that the United States Government was disposed to agree in principle to such an extension but desired to propose a similar extension at the same time of the expired U.S. Army^[3] and Air Force Mission^[4] Agreements; and referring also to Your Excellency's Note No. SG-280 of September 29, 1954^[1] stating that the Colombian Ministry of War had now signified its desire to extend the three Agreements simultaneously, I have the honor to convey to Your Excellency the concurrence of my Government in the extension of the three Agreements in question.

Accordingly, and pursuant to the terms of the above-mentioned Notes, my Government agrees, subject to a like Note of concurrence from Your Excellency, that the Naval Mission Agreement signed at Washington on October 14, 1946, the Army Mission Agreement signed at Washington on February 21, 1949, and the Air Force Mission Agreement signed on February 21, 1949 shall be considered by both Governments as continuing in full force and effect from their original expiration dates until superseded by the new agreements now under negotiation or until terminated pursuant to the appropriate Articles

¹ Not printed.

² Treaties and Other International Acts Series 1563; 61 Stat., pt. 3, p. 2413.

³ TIAS 1892; 63 Stat., pt. 3, p. 2344.

⁴ TIAS 1893; 63 Stat., pt. 3, p. 2345.

of the three above-cited Agreements (i.e. Articles 4 and 5 of the Air Force Mission and Army Mission Agreements and Article 4 of the Naval Mission Agreement), and that the resultant exchange of Notes shall be regarded as extending the Agreements in question.

I avail myself of this opportunity to convey to Your Excellency the renewed assurances of my highest and most distinguished consideration.

RUDOLF E. SCHOENFELD

His Excellency

Señor Doctor Don EVARISTO SOURDIS

Minister of Foreign Affairs

Bogotá

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

MINISTERIO DE
RELACIONES EXTERIORES

SG. 305

BOGOTÁ, noviembre 4 de 1.954

EXCELENCIA:

Me refiero a la comunicación de 6 de octubre pasado, distinguida con el número 76, en la cual Vuestra Excelencia expresa la conformidad del Gobierno de los Estados Unidos de América con la prórroga de los Convenios de las Misiones estadounidenses Naval, Fuerzas Aéreas y Ejército, con sujeción a una nota similar de parte de esta Cancillería.

En armonía con lo anterior, tengo el honor de manifestar a Vuestra Excelencia que mi Gobierno estima que los Convenios de la Misión Naval, de la Misión de las Fuerzas Aéreas y de la Misión del Ejército, firmados el primero en Washington el 14 de octubre de 1946 y los restantes el 21 de febrero de 1949, continúan en pleno vigor y vigencia desde las fechas originales de su expiración hasta que sean reemplazados por los que actualmente se están negociando o hasta que se den por terminados en virtud de los artículos 4o. y 5o. de los Convenios de las Misiones de las Fuerzas Aéreas y del Ejército y del artículo 4o. del Convenio de la Misión Naval, entendiéndose ademas, de acuerdo con lo comunicado por Vuestra Excelencia que el canje de notas que completa la entrega de la presente, será considerado como una prórroga de los Convenios en referencia.

Me valgo de esta oportunidad para reiterar a Vuestra Excelencia las seguridades de mi más alta y distinguida consideración.

EVARISTO SOURDIS

[SEAL]

A Su Excelencia

el señor RUDOLF E. SCHOENFELD,
*Embajador Extraordinario y Plenipotenciario de
los Estados Unidos de América
Ciudad*

Translation

MINISTRY OF FOREIGN AFFAIRS

SG. 305

BOGOTÁ, November 4, 1954

EXCELLENCY:

I refer to your communication no. 76 of October 6, 1954, expressing the concurrence of the Government of the United States of America in extending the United States Naval, Air Force, and Army Mission Agreements, subject to a similar note from this Foreign Office.

Accordingly, I have the honor to inform Your Excellency that my Government considers the Naval Mission Agreement, signed in Washington on October 14, 1946, and the Air Force and Army Mission Agreements, signed on February 21, 1949, as continuing in full force and effect from the original dates of their expiration until superseded by those now being negotiated or until terminated by virtue of Articles 4 and 5 of the Air Force and Army Mission Agreements and Article 4 of the Naval Mission Agreement, it being understood, furthermore, as Your Excellency has stated, that the exchange of notes completed by the delivery of the present note shall be regarded as extending the Agreements under reference.

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

EVARISTO SOURDIS

[SEAL]

His Excellency

RUDOLF E. SCHOENFELD,
*Ambassador Extraordinary and Plenipotentiary
of the United States of America,
City.*

**TIAS 3147
Mar. 6 and 23, 1953, MUTUAL DEFENSE ASSISTANCE**

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

- Effectuated by Exchange of Notes
Signed at Beirut March 6 and 23, 1953
- Entered into force March 23, 1953

The American Ambassador to the Lebanese Minister for Foreign Affairs

THE FOREIGN SERVICE
OF THE
UNITED STATES OF AMERICA

EMBASSY OF THE
UNITED STATES OF AMERICA

Berut, March 6, 1953

No. 1215

EXCELLENCY.

I have the honor to inform Your Excellency that the Government of Lebanon has been declared eligible to receive from the Government of the United States of America military equipment, materials and services on a reimbursable basis under the provisions of Section 408(e) of the Mutual Defense Assistance Act of 1949, as amended.^[1]

It is the understanding of the United States Government that the Government of Lebanon is prepared to accept the following undertakings.

1. The Government of Lebanon agrees to use any equipment, materials, and service furnished under this agreement to foster international peace and security within the framework of the Charter of the United Nations, ^[2] through measures which will further the ability of nations dedicated to the principles and purposes of the Charter to participate effectively in arrangements for individual and collective self-defense in support of these purposes and principles. The Government of Lebanon further agrees to furnish, as may be mutually agreed hereafter, equipment and materials, services, or other assistance, consistent with the Charter of the United Nations, to the United States or to and among other nations, whose increased ability to defend themselves against aggression is considered by the Governments of the United States and of Lebanon to be in their mutual interest.

2. The Government of Lebanon assures the United States Government that such equipment, materials, or services as may be acquired from the United States under this agreement are required for and will be used solely to maintain its internal security, its legitimate self-defense, or to permit it to participate in the defense of the area of

¹ 63 Stat. 720; 22 U.S.C. § 1580.

² Treaty Series 993; 59 Stat. 1031.

which it is a part, or in United Nations collective security arrangements and measures, and that it will not undertake any act of aggression against any other state.

3. The Government of Lebanon will not relinquish title to or possession of any equipment and materials, information or services furnished under this agreement without the consent of the United States Government.

4. The Government of Lebanon will protect the security of any article service or information furnished under this agreement.

5. The Government of Lebanon also understands that the Government of the United States necessarily retains the privilege of diverting items of equipment or of not completing services undertaken, if such action is dictated by considerations of national interest.

6. The cost of equipment, materials or services provided by the Government of the United States shall be the fair value as determined by the President of the United States and the Government of Lebanon will accept terms and conditions of payment which are customary in such transactions.

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

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

HAROLD B. MINOR

His Excellency

GEORGE Bey HAKIM,
*Minister for Foreign Affairs
for the Republic of Lebanon,
Beirut.*

The Lebanese Minister for Foreign Affairs to the American Ambassador

REPUBLIQUE LIBANAISE

MINISTÈRE DES AFFAIRES ETRANGERES
ET DES LIBANAIS D'OUTRE-MER

SERVICE POLITIQUE
SECTION D'OCCIDENT ET DES NATIONS-UNIES

N° 5565/5

EXCELLENCE,

J'ai l'honneur de me référer à votre note 1215 du 6 Mars 1953 relative aux assurances et engagements requis du Gouvernement Libanais préalablement à l'exécution de l'accord entre ledit Gouvernement et le Gouvernement des Etats Unis conformément aux dispositions de la section 408 (e) du Mutual Defense Assistance Act of 1949 tel qu'il a été amendé.

Le Gouvernement du Liban accepte les engagements et assurances visés dans cette note et donne son agrément à la proposition selon laquelle cette note, ensemble avec votre note susvisée du 6 Mars 1953, constitue entre les deux Gouvernements un accord couvrant toutes les opérations relatives à la fourniture de l'assistance militaire conformément à la section 408 (e) du Mutual Defense Assistance Act of 1949, tel qu'il a été amendé, ledit accord devant entrer en vigueur à la date de la présente note.

Je saisiss cette occasion pour renouveler les assurances de ma très haute considération.

BEYROUTH le 23-3-53

GEORGES HAKIM

[SEAL]

Son Excellence

Monsieur HAROLD B. MINOR
Ambassadeur Extraordinaire
et Plénipotentiaire
des Etats Unis d'Amérique.
Beyrouth

Translation

LEBANESE REPUBLIC

MINISTRY OF FOREIGN AFFAIRS
AND THE LEBANESE OVERSEASPOLITICAL SERVICE
WESTERN AND UNITED NATIONS SECTION

No. 5565/5

EXCELLENCY,

I have the honor to refer to your note 1215 of March 6, 1953, relating to the assurances and commitments requested of the Lebanese Government prior to the execution of the agreement between the said Government and the Government of the United States in conformity with the provisions of Section 408(e) of the Mutual Defense Assistance Act of 1949, as amended.

The Government of Lebanon accepts the commitments and assurances referred to in the above-mentioned note and concurs in the proposal that this note, together with your note of March 6, 1953, constitute an agreement between the two Governments covering all operations relating to the furnishing of military assistance in conformity with Section 408(e) of the Mutual Defense Assistance Act of 1949, as amended, the said agreement entering into force on the date of the present note.

I avail myself of this occasion to renew the assurances of my highest consideration.

BEIRUT, *March 23, 1953*

GEORGES HAKIM

[SEAL]

His Excellency

HAROLD B. MINOR,

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

**AMERICAN COMMISSION FOR
CULTURAL EXCHANGE WITH ITALY**

**TIAS 3148
Apr. 28 and
June 14, 30,
1954**

Educational Exchange Programs

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

**Interim Amendment of Agreement
of December 18, 1948**

- Effectuated by Exchange of Notes
Dated at Rome April 28, June 14
and 30, 1954

- Entered into force June 30, 1954

*The American Embassy to the Italian Ministry of Foreign Affairs*EMBASSY OF THE
UNITED STATES OF AMERICA

FO. No. 1665

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 Embassy's previous Note No. 406 dated July 28, 1953, [¹] concerning the review and extension of the Agreement between the United States Government and the Government of the Italian Republic for financing certain educational exchange programs [²] pursuant to Public Law 584, 79th Congress, the Fulbright Act. [³]

The note mentioned above stated that the Embassy would communicate the United States Government's confirmation of the extension of the agreement as soon as received.

Subsequently the Embassy received the Ministry's Note No. 37/B-9536/99 dated December 11, 1953, [¹] approving the extension of the Agreement in its present form.

The Embassy has now been informed that the Department of State is not as yet prepared to furnish the Embassy with definite instructions concerning the long-term extension of the Agreement. Nevertheless, in order not to interfere with the operation of the exchange program approved for the academic year 1954-55, it is suggested that, for the time being, an amendment of the Agreement be effected.

It will be recalled that the Agreement approved on December 18, 1948 provided that the Italian Government would deposit with the Treasurer of the United States amounts of Italian currency until an aggregate amount of Italian currency equivalent to \$5,000,000 was so deposited. Under the terms of this agreement \$4,176,517 have been paid to the United States Government as of the present date. Consequently, there remains a balance available of \$823,483 to finance the 1954-55 program. Inasmuch as the budget for that program is of \$1,000,000, the proposed amendment should read as follows:

"The Agreement on Educational Exchange between the Government of the United States and the Government of the Italian

¹ Not printed.

² Treaties and Other International Acts Series 1864; 62 Stat., pt. 3, p. 3465.

³ 60 Stat. 754; 50 U.S.C. app. § 1641.

Republic dated December 18, 1948 is hereby amended to provide additional funds in the amount of \$176,517 over and above the amount of \$5,000,000 originally authorized by the Agreement under reference, to carry out the approved program of \$1,000,000 for the academic year 1954-55."

If the Ministry of Foreign Affairs is agreeable to the above proposal, the amendment may be effected by an exchange of Notes.

ROME, April 28, 1954

The American Embassy to the Italian Ministry of Foreign Affairs

F. O. No. 1917

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 Embassy's recent Note No. 1665, dated April 28, 1954, which requested an interim amendment of the Agreement on Educational Exchange, dated December 18, 1948, pending a decision by the United States Government on the question of a long-term extension of this Agreement, such as the one contemplated in the Embassy's Note No. 406, dated July 28, 1953.

The Embassy regrets that its Note No. 1665 inadvertently omitted to mention the review contemplated in Article 11 of the Agreement on Educational Exchange, dated December 18, 1948. This omission could possibly be interpreted as leaving the status of the Agreement somewhat unclear. Accordingly, it will be appreciated, if the Ministry of Foreign Affairs will change the text of the proposed amendment to the Agreement on Educational Exchange, as embodied in the Embassy's Note No. 1665, to read as follows:

"The Agreement on Educational Exchange between the Government of the United States of America and the Government of the Italian Republic, dated December 18, 1948, is hereby amended to provide additional funds, in the amount of \$176,517, over and above the amount of \$5,000,000 originally authorized by the Agreement under reference, to carry out the approved program of \$1,000,000 for the academic year 1954-55.

"The Agreement on Educational Exchange, dated December 18, 1948 shall be considered as continuing in effect, at least until the end of the United States Academic Year 1954-55, which for the purposes of this amendment shall be deemed as June 30, 1955, pending the completion of the review of the Agreement pursuant to Article 11".

It is suggested that, if the Ministry of Foreign Affairs is agreeable to the above proposal, the Ministry's Note signifying such approval,

together with the Embassy's Note No. 1665, dated April 28, 1954, and the present Note, shall constitute the mutual agreement of our two Governments on the aforementioned amendment to the Agreement on Educational Exchange, dated December 18, 1948.

ROME, June 14, 1954

The Italian Ministry of Foreign Affairs to the American Embassy

MINISTERO DEGLI AFFARI ESTERI
D.G.R.C.

37/B 02094/1636

NOTA VERBALE

Il Ministero degli Affari Esteri presenta i suoi complimenti all'Ambasciata degli Stati Uniti a Roma e, ringraziando per la cortese comunicazione di cui alla Nota Verbale n 1917 in data 14 giugno corrente, comunica che il Governo Italiano concorda nel proposto emendamento all'accordo Fulbright formulato come segue:

"L'Accordo per gli Scambi Culturali fra il Governo degli Stati Uniti e il Governo della Repubblica Italiana in data 18 Dicembre 1948 viene emendato come con la presente comunicazione onde provvedere fondi addizionali per un totale di dollari 176.517 oltre la somma di dollari 5 milioni prevista in origine e ciò allo scopo di permettere la realizzazione del programma di dollari 1.000.000 previsto per l'anno accademico 1954=55. L'accordo per gli scambi culturali in data 18 dicembre 1948 resterà in vigore almeno fino al termine dell'anno accademico americano 1954=55 termine che viene stabilito per quanto concerne il presente emendamento al 30 giugno 1955 e ciò in attesa che venga espletata la revisione dell'accordo stesso ai sensi del suo articolo 11."

Si rende inoltre noto che questo Ministero del Tesoro ha fatto d'altra parte presente che la richiesta di "fondi addizionali" per dollari 176.517 dovrà essergli rivolta da codesta Ambasciata nelle forme consuete.

ROMA, 30 Giugno 1954

ALLA AMBASCIATA DEGLI STATI UNITI D'AMERICA

=Roma=

Translation

MINISTRY OF FOREIGN AFFAIRS
D.G.R.C.¹

37/B 02094/1636

NOTE VERBALE

The Ministry of Foreign Affairs presents its compliments to the Embassy of the United States in Rome and, thanking it for the courteous communication contained in note verbale No. 1917, dated June 14, 1954, informs it that the Italian Government agrees to the proposed amendment to the Fulbright agreement, reading as follows:

[For the English language text of the amendment, see *ante*, p. 2915.]

Notice is given, furthermore, that the Italian Ministry of the Treasury has stated that the request for "additional funds" in the amount of \$176,517 is to be sent to it by the American Embassy in the customary manner.

ROME, June 30, 1954

EMBASSY OF THE UNITED STATES OF AMERICA,
Rome.

¹ Office of the Director General of Cultural Relations.

TIAS 3149
June 23 and OIL SHALE STUDY IN BRAZIL
30, 1954

**Agreement between the
UNITED STATES of AMERICA
and BRAZIL**

**Extending Agreement of August 16,
1950, as Modified and Extended**

- Effectuated by Exchange of Notes
Signed at Rio de Janeiro June 23
and 30, 1954
- Entered into force June 30, 1954

The Brazilian Minister for Foreign Affairs to the American Ambassador

MINISTERIO DAS RELAÇÕES EXTERIORES,
RIO DE JANEIRO.

DE/DAI/275/563.74

Em 23 de junho de 1954.

SENHOR EMBAIXADOR,

Tenho a honra de referir-me à nota nº DE/DAI/COI/592/563.74, de 31 de outubro de 1953, do Ministério das Relações Exteriores, e à de nº 37, de 11 de agosto do mesmo ano, dessa Embaixada, pelas quais foi prorrogado, pelo período de um ano, a contar de 1º de julho de 1953, o ajuste entre o Conselho Nacional do Petróleo e o "Bureau of Mines", para prospecção das jazidas brasileiras de xisto pirobetuminoso.

2. Em virtude de ainda não estarem concluídos os trabalhos que constituíram o objetivo da celebração do referido ajuste, e a fim de não interromper a marcha dos estudos e experiências, seria de todo o interesse que fosse mais uma vez aplicada a cláusula IX do ajuste, que permite a prorrogação do mesmo mediante entendimento formal entre as partes.

3. Muito agradeceria, pois, a Vossa Excelência, o obséquio de me informar se o Governo dos Estados Unidos da América concorda com o Governo dos Estados Unidos do Brasil, no sentido de ser o ajuste em aprêço renovado pelo período de um ano, a partir de 1º de julho de 1954.

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

VICENTE RÁO

A Sua Excelência o Senhor JAMES SCOTT KEMPER,
Embaixador dos Estados Unidos da América.

Translation

MINISTRY OF FOREIGN AFFAIRS,
RIO DE JANEIRO.

DE/DAI/275/563.74

June 23, 1954.

MR. AMBASSADOR,

I have the honor to refer to note No. DE/DAI/COI/592/563.74 of the Ministry of Foreign Affairs, dated October 31, 1953, and to your Embassy's note No. 37 of August 11, 1953, [¹] whereby the agreement between the National Petroleum Council and the Bureau of Mines on the exploration of Brazilian oil shale deposits [²] was extended for one year from July 1, 1953.

2. Since the work covered by the agreement has not been completed and in order not to interrupt the course of the studies and experiments, it would be most desirable again to apply article IX of the agreement, which permits the extension thereof through a formal arrangement between the parties.

3. I should therefore greatly appreciate it if Your Excellency would be so good as to inform me whether the Government of the United States of America concurs with the Government of the United States of Brazil in extending the said agreement for a period of one year beginning July 1, 1954.

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

VICENTE RÁO

His Excellency

JAMES SCOTT KEMPER,

*Ambassador of the United States of America.**The American Ambassador to the Brazilian Minister for Foreign Affairs*

RIO DE JANEIRO, BRAZIL,

June 30, 1954

No. 413

EXCELLENCY:

I have the honor to refer to Your Excellency's note No. DE/DAI/275/563.74 dated June 23, 1954, proposing a further extension of the agreement between the National Petroleum Council of Brazil and the United States Bureau of Mines for technical cooperation on the prospecting and exploration of Brazilian oil shale, and to inform Your

¹ Treaties and Other International Acts Series 2926; 5 UST 341.

² See TIAS 2706; 3 UST, pt. 4, p. 5145 and TIAS 2296; 2 UST 1554.

Excellency that my Government agrees to the continuation of this cooperation for an additional year, beginning July 1, 1954.

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

JAMES SCOTT KEMPER

His Excellency

Dr. VICENTE RÁO,
Minister for Foreign Affairs,
Rio de Janeiro.

TIAS 3150
June 28, 1954

**TECHNICAL COOPERATION PROGRAM
FOR TRUST TERRITORY OF SOMALILAND
UNDER ITALIAN ADMINISTRATION**

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

- Signed at Rome June 28, 1954
- Entered into force June 28, 1954

**AGREEMENT FOR A TECHNICAL COOPERATION PROGRAM
FOR THE TRUST TERRITORY OF SOMALILAND UNDER
ITALIAN ADMINISTRATION BETWEEN THE GOVERN-
MENT OF ITALY AND THE GOVERNMENT OF THE
UNITED STATES OF AMERICA**

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

ARTICLE I

This agreement is entered into between the Italian Government (in its capacity as the Administering Authority of Somaliland) and the Government of the United States of America to aid the efforts of the Somalian people to develop their living conditions by encouraging the exchange of technical knowledge and skill and the flow of investment capital.

ARTICLE II

The objectives of this cooperative program are:

1. To promote and strengthen friendship and understanding between the peoples of Somalia and the United States of America and to further their general welfare.
2. To aid the efforts of the people of Somalia to develop their resources, to improve their working and living conditions, and to improve their social and economic progress.
3. To this end, to facilitate the development of the economic resources and productive capacities of the people of Somalia through cooperative action, and
4. To stimulate and increase the interchange between the two countries of knowledge, skills and techniques.

ARTICLE III.

There is hereby established, as an agency of the Administering Authority, the Somalia Developmental Committee (hereinafter referred to as the Committee), composed of one representative each from the Administering Authority and the Government of the United States.

The Committee shall make studies of the needs of Somalia in the fields of agriculture, health and education and the resources which are available to meet these needs; study developmental plans prepared by the Administering Authority, and assist in the formulation of plans for the balanced economic development of economic resources of the country and the productive capacity of the people of Somalia, and the necessary continuous adaptations of such a program.

ARTICLE IV

There is hereby established, as an agency of the Administering Authority, the Somalia Development Fund, which shall be responsible under the supervision of the Somalia Developmental Committee, for administering this cooperative program. The Administering Authority and the Government of the United States shall each designate one person to serve as a Co-director of the Fund. The Fund shall administer a program designed to contribute to the balanced and integrated development of the economic resources and productive capacities of the country. As agreed upon in accordance with the provisions of this agreement the Fund may undertake such projects as:

(a) Agricultural Research and Experimentation; Agricultural Education and Demonstration; Livestock Development; Land Utilization and Management; Soil and Water Conservation; Agricultural Credit; Irrigation Development; Fisheries; Storage, processing and distribution of foods and agricultural products; and such other projects in agriculture and related fields as the parties may agree upon; and related training activities both within and outside of Somalia.

(b) In the field of Public Health the initiation and administering of projects to improve the productive capacity of the people of Somalia, such as health centers and other facilities for the control of disease; the development of safe water supplies; sewerage disposal and environmental sanitation; insect control; health education; and such other projects in the field of health as the parties may agree upon; and related training activities both within and outside of Somalia.

(c) In the field of education, the initiation and administration of projects for elementary and vocational education, teacher education, and related training activities both within and outside of Somalia.

(d) Projects in such other technical fields as may be agreed upon which contribute to the objectives of this agreement.

ARTICLE V

The parties hereto shall make the following contributions in furtherance of the objectives of and in accordance with the terms of this agreement

1. The Government of the United States, will furnish subject to the provisions of any applicable United States legislation either through its own agencies or instrumentalities, or through persons or agencies acceptable to Italy and Somalia, qualified persons subject to the approval of the Committee, in technical administrative, or teaching capacities, on the basis of operational programs submitted by the Committee; and, in accordance with the laws and regulations of the United States of America, will pay the salaries of such persons and the costs of transportation in the United States for them and their families. The funds to pay these expenses shall be administered by the Government of the United States. The Government of Italy shall pay transportation to and from Somalia, local living allowances and per diem in accordance with applicable U. S. Government regulations or standards.
2. The Government of the United States shall make available to the credit of the Somalia Development Fund, for expenditure under the terms and conditions of this Agreement, the sum of \$300,000.00 (Three Hundred Thousand Dollars) in currency of the United States of America. It is further contemplated that part of this sum may be used, if so recommended by the Committee, to purchase lire, somalos or other currencies, to be used exclusively for the Somalia Development Fund.
3. In addition, Lire 187,500,000 (equivalent of \$300,000.00) of the lire generated through the sale of commodities made available to Italy by the United States under Section 550 of the Mutual Security Act of 1951, as amended, [¹] shall be deposited in the Somalia Development Fund, as and to the extent that it is deposited to the account of the U.S. Government.
4. The Government of Italy shall deposit in the Somalia Development Fund the unexpended balances remaining from technical assistance projects for Somalia which already have been approved and completed.
5. The Administering Authority shall immediately review the Budget of Somalia with the view of making such changes as are required in order to make available the equivalent of \$600,000.00 (Six Hundred Thousand Dollars) So. 4,285,714 (Four Million Two Hundred Eighty-Five Thousand Seven Hundred Fourteen Somalos), which shall be deposited to the Fund in Somalia for the use of this program.
6. Each deposit required by this section to be made by one of the parties hereto shall be available for withdrawal or expenditure

¹ 67 Stat. 159; 22 U.S.C. § 1675 p.

only after the corresponding deposit due from the other party has been made or firmly committed.

7. The funds contributed pursuant to sections 2, 3, 4 and 5 of this Article V shall be available for the procurement of supplies, materials and equipment and personal services other than those provided for in section 1 and for any other needs of the program provided for in this agreement.
8. Such of the funds deposited by the Government of the United States to the credit of the Fund as are converted to Italian or Somalian currency shall be converted at that rate which is applicable to all United States Government expenditures under the terms of the agreement of January 25, 1947 [¹] between Italy and the United States.
9. Subject to the provisions of Section 6 hereof, the balances of all funds deposited to the credit of the Fund pursuant to this Agreement shall continue to be available for this cooperative program during the existence of this Agreement, without regard to annual periods or fiscal years of either of the parties. All materials, equipment and supplies acquired for the Fund shall become the property of the Fund and shall be used in the furtherance of this Agreement.
10. Income from operations carried on pursuant to this cooperative program and any other increment of assets of whatever nature or source accruing to the Fund shall be devoted to carrying out this cooperative program and shall not be credited against any contribution of either party.

ARTICLE VI

1. The cooperative program herein provided for shall consist of a series of projects to be planned by the Committee and administered by the Co-directors of the Fund. Each project shall be embodied in a written project agreement which shall be signed by the Committee members and the Co-directors, shall define the work to be done and the manner of its accomplishment, shall make allocations of funds therefor and shall contain a budget and table of personnel required plus a proposed time table of steps to be taken in accomplishing the objectives of the project.
2. Annual progress reports shall be made for each project, which shall provide a record of the work done, expenditures made, the problems encountered and solved, and related basic data, and the estimated date of completion.

¹Not printed

3. The selection of specialists and technicians and any others to be trained at the expense of the Fund pursuant to this program, as well as the training activities in which they shall participate, shall be determined by the Committee.
4. The policy and administrative procedures that govern the carrying out of projects under this cooperative program, such as the budgeting, disbursement and accounting for funds, the purchase, use and inventory and disposition of property, the appointment and discharge of local personnel, and other administrative matters shall be determined by the Co-directors of the Fund.
5. The books and records of the Fund shall be open at all times for examination by authorized representatives of the Government of Italy and the Government of the United States of America. The Fund shall render an annual report of its activity to the two Governments through the Committee.

ARTICLE VII

It is understood that, subject to the availability of the appropriations and provided that the progress of the Program is satisfactory to both Governments, the Administering Authority and the United States Government intend to make such future contributions to the program as shall be hereafter mutually agreed upon.

The Administering Authority, in addition to the cash contribution provided for in Article V (5) hereof, may make available, at its own expense, pursuant to agreement with the Committee, specialists and other necessary personnel to collaborate with experts furnished under this agreement; such office space, office equipment, furnishings and such other facilities, materials, equipment, supplies and services as it can conveniently provide; and the general assistance of the governmental agencies of Somalia.

By agreement among the Committee, contributions of funds, properties services and facilities by third parties in addition to the funds, properties, services and facilities required to be contributed under this agreement, may be accepted for use in carrying out the cooperative program.

ARTICLE VIII

All rights and privileges which are generally enjoyed by all other governmental divisions and agencies of the Italian Government or by their personnel shall accrue to all personnel furnished under this Agreement to the same extent to which they are available to all such other governmental divisions and agencies or to their personnel.

The rights and privileges referred to in this Article shall also accrue to any agency of the Government of the United States with respect

to those of its operations which are related to, and its property which is to be used for, and its personnel which is employed in connection with, this cooperative program.

All personnel provided to this program by the United States and accompanying members of their families shall be granted and issued all visas, licenses, or permits of any kind required to enable them to enter Italy and Somalia to carry on the work to be done under this Agreement and shall be exempt from all taxes with respect to income upon which they are obliged to pay income or other taxes to the United States of America and from property taxes on personal property intended for their own use and from taxes and payment of customs and import duties on personal effects, equipment and supplies imported into Italy or Somalia for their own use or use in connection with their duties under this program.

ARTICLE IX

The Governments of Italy and the United States and the Administering Authority recognize that it is in their mutual interest that full publicity be given to the objectives and progress of this cooperative program and of the actions taken in furtherance of this program in order to strengthen the sense of common effort which is essential to the achievement of the objectives of the program. The Committee will encourage the dissemination of such information and will make it available to the media of public information.

ARTICLE X

Any right, privilege, power or duty conferred by this Agreement upon a member of the Committee or upon the Co-directors may be delegated by him to any of his assistants, provided that each such delegation be satisfactory to the other members of the Committee and Co-directors.

Meetings of the Committee may be held in Rome. If any representative of the Committee cannot be represented he may delegate his duties to any of his assistants in accordance with the articles of this provision.

ARTICLE XI

1. This Agreement shall enter into force upon signature and shall remain in force until 60 days after receipt of notification by either Government of the intention of the other to terminate it, but in no event after December 31, 1959; provided, however, that the obligations of the parties of this Agreement shall be subject to the availability of the funds to both parties for the purpose of this program and to the further agreement of the parties pursuant to Article VII.

2. Any monies of the Fund which remain unexpended or unobligated upon the termination of this Agreement shall be returned to the contributing parties in the proportion of the respective contribution to the Fund made by each party.

3. The Administering Authority will endeavor to obtain such legislation and take such executive action as may be required to carry out the terms of this Agreement.

ARTICLE XII

The Administering Authority will deposit, segregate or assure title to all funds allocated to or derived from any program of assistance undertaken by the Government of the United States of America so that the same shall not be subject to garnishment, attachment, seizure or other legal process by any person, firm, agency, corporation, organization or government.

IN WITNESS WHEREOF, the undersigned, duly authorized thereto, have signed the present Agreement.

DONE, at Rome, Italy, this 28th day of June, 1954.

FOR THE GOVERNMENT OF FOR THE GOVERNMENT OF THE
ITALY: UNITED STATES OF AMERICA

VITTORIO BADINI CONFALONIERI

HENRY J TASCA

TIAS 3151
July 12 and RELIEF SUPPLIES AND PACKAGES
Oct. 26, 1954

Postal Charges

Agreement between the
UNITED STATES OF AMERICA
and CHINA

**Amending Agreement of November 5
and 18, 1948, as Amended**

- Effectuated by Exchange of Notes
Dated at Taipei July 12 and
October 26, 1954
- Entered into force October 26, 1954

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

THE FOREIGN SERVICE
OF THE
UNITED STATES OF AMERICA

No. 1

The Charge d'Affaires, a.i., of the United States of America presents his compliments to the Minister of Foreign Affairs of the Republic of China and has the honor to refer to the Ministry's Aide Memoire of September 21, 1953, [¹] which quoted a letter from the American Post Office Department to the Directorate General of Posts in Taipei, [¹] terminating an existing arrangement with respect to the shipment of gift packages to China via parcel post, and which stated that the Chinese Government is ready to consider a proposal to amend the Agreement of November 1948, as amended in 1952, [²] with respect to relief packages and supplies.

Since the Chinese Government is so disposed, the Charge d'Affaires, a.i., proposes that the said Agreement be amended so as to discontinue, with respect to gift packages shipped by parcel post to China after March 31, 1953, the previous arrangement under which parcel post charges from the United States to the port of entry in China were borne by the American Government and the postal charges within China were reimbursed out of the Special Local Currency Account.

If the Government of the Republic of China is agreeable to the proposal to amend the Agreement of 1948 as suggested above, this Note and the reply thereto by the Minister of Foreign Affairs indicating such approval will be deemed to constitute an amendment to the said Agreement.

W P C

AMERICAN EMBASSY,
Taipei, Taiwan, July 12, 1954.

¹ Not printed.

² Treaties and Other International Acts Series 2749; 3 UST, pt. 4, p. 5462.

意，並證實本節略及大使館原節略即構成上述一九四八年十一月協定之一項修正。

相應略復查照。

中華民國四十三年十月二十六日於台北

[SEAL]

鑑於中國政府有此意向，美國大使館臨時代辦茲建議修正該協定，俾關於贈品

包裹郵寄中國之原有辦法自一九五三年三月廿一日以後停止施行。按此項原有辦

法，美國寄至中國港口之包裹郵費係由美國政府負擔，其在中國境內之郵費則在特別當地貨幣賬戶內償還。

上項修改一九四八年協定之建議若荷中國政府同意，則本節略及外交部部長

表示同意之後略即視爲構成該協定之一項修正」

等由。

外交部茲代表中華民國政府對上述美利堅合衆國大使第一號節略所提建議，表示同

The Chinese Ministry of Foreign Affairs to the American Embassy

節 略

外(58)美一

中華民國外交部茲向美利堅合衆國大使館致意并聲述：前准大使館本年七月十二日

第一號節略。內開：

「美利堅合衆國大使館臨時代辦茲向中華民國外交部部長致意并聲述：前准

外交部四十二年九月廿一日備忘錄，引錄美國郵務部為廢止現行有關贈品包裹郵

寄中國辦法事項送中國郵政局之函件一通，並說明中國政府願意考慮為修改一九

四八年十一月就救濟包裹及物資事所訂立並於一九五二年修正之協定而提出之建

議等由。

009877

Translation

NOTE

No. (43) 009877

The Ministry of Foreign Affairs of the Republic of China presents its compliments to the Embassy of the United States of America and has the honor to acknowledge receipt of the Embassy's note No. 1 of July 12, 1954, reading as follows:

[For the English language text of the note, see *ante*, p. 2931.]

In reply, the Ministry has the honor to signify on behalf of the Government of the Republic of China its agreement to the proposal set forth in the Embassy's note No. 1 quoted above and to confirm the understanding that this note and the original note of the Embassy under reply shall constitute an amendment to the agreement of November 1948, referred to therein.

[SEAL]

TAIPEI, October 26, 1954.

TIAS 3152
June 29 and July 12, 1954

TECHNICAL COOPERATION

Program in British Guiana

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

- Effectuated by Exchange of Notes
Signed at Washington June 29 and
July 12, 1954
- Entered into force July 12, 1954

The British Ambassador to the Secretary of State

BRITISH EMBASSY,
WASHINGTON, D. C.

June 29, 1954.

Ref. 2266/131/54
No. 308

SIR,

I have the honour to refer to Article II, paragraph 1 (b) of the Agreement for Technical Cooperation between the Government of the United Kingdom of Great Britain and Northern Ireland and the Government of the United States of America, signed at London July 13, 1951, [¹] which provides that particular technical cooperation programmes and projects will be carried out pursuant to the provisions of such separate written agreements or understandings as may later be reached. It is understood that the Foreign Operations Administration of the Government of the United States of America has now assumed the functions and responsibilities of the former Technical Cooperation Administration. With reference to the above, Her Majesty's Government in the United Kingdom and the Government of British Guiana now request the initiation of cooperative technical assistance activities in the fields of agriculture, public works, housing, public health, transportation, training and such other fields as may be mutually agreed upon, and propose the following arrangements regarding terms and conditions for carrying out these technical cooperation activities.

1. The cooperative activities provided for herein shall be conducted pursuant to the Agreement for Technical Cooperation between the two Governments signed at London July 13, 1951. The Foreign Operations Administration (referred to below as the "Administration") may discharge its obligations hereunder through the Institute of Inter-American Affairs, and may secure the assistance of other public and private agencies in the discharge of those obligations.
2. During the term of these arrangements the Administration shall furnish to the Government of British Guiana technical consultation and assistance in the fields of agriculture, public works, public health, transportation, housing, training and such other fields as

¹ Treaties and Other International Acts Series 2281; 2 UST 1307.

may be mutually agreed upon. The Administration will make available in British Guiana technicians and specialists for the purpose of furnishing such technical consultation and assistance in such numbers and types as may be mutually determined. These technicians and specialists shall be selected and assigned by the Administration but shall be subject to acceptance by the Government of British Guiana. These technicians and specialists shall be members of the United States Operations Mission in British Guiana (referred to below as the "Operations Mission") and shall be under the direction of the Director of the Operations Mission and shall work in cooperation with the Government of British Guiana.

3. The Administration will pay the salaries, allowances and costs of international travel to and from British Guiana of technicians and specialists assigned by the Administration to perform work under this understanding as well as other necessary and related costs of an administrative nature incurred by the Administration. In addition, the Administration will, to the extent it is able to do so, furnish motor cars in British Guiana for necessary motor travel in connection with work hereunder by the technicians and specialists assigned by the Administration.

4. The Government of British Guiana will pay all other costs involved in carrying out cooperative activities pursuant to these arrangements, including but not necessarily limited to, the following : -

(a) Costs of making available to the technicians and specialists assigned by the Administration suitable office space, office equipment, office furnishings, supplies, stenographic, clerical and other necessary services.

(b) Costs of maintenance, fuel and related costs in connection with the operation of the motor vehicles to be furnished by the Administration under paragraph 3 above and other costs of necessary travel within British Guiana in connection with work hereunder by technicians and specialists assigned by the Administration.

(c) Costs of assigning personnel to collaborate with the technicians and specialists to be assigned by the Administration in carrying out activities hereunder, and costs of furnishing other facilities, materials, equipment, supplies and services which it is mutually agreed are required for the effective carrying out of activities hereunder.

5. (a) Supplies, equipment and materials introduced into British Guiana by the Administration, either directly or through contract with any public or private organisation, for purposes of effectuating these arrangements shall be admitted into British Guiana free of any customs duties and import taxes.

(b) All personnel of the Government of the United States of America, whether employed directly by it or under contract with a public or private organisation, who are present in British Guiana to perform work for the cooperative programme, and whose entrance into British Guiana has been approved by the Government of British Guiana in accordance with paragraph 2 hereof shall be exempt from income and social security taxes levied under the laws of British Guiana with respect to income upon which they are obligated to pay income or social security taxes to the Government of the United States of America, from property taxes on personal property intended for their own use, and from the payment of any tariff or duty upon personal or household goods brought into British Guiana for the personal use of themselves and members of their families.

6. The arrangements proposed herein shall remain in force until June 30, 1959, or until 30 days after either party shall have given written notice to the other of intention to terminate it, whichever is earlier. It is understood that the obligation of the two parties hereunder after June 30, 1954, shall be subject to the availability to the two parties of funds appropriated for that purpose.

If the proposals contained in this note are acceptable to your Government I propose that this note and your reply shall constitute an agreement between our two Governments pursuant to Article II, paragraph 1 (b) of the above mentioned Agreement for Technical Cooperation, which shall be effective on the date of your reply.

I avail myself of this opportunity to renew to you the assurance of my highest consideration.

ROGER MAKINS

Roger Makins

The Honourable

JOHN FOSTER DULLES,

*Secretary of State of the United States,
Washington, D. C.*

The Secretary of State to the British Ambassador

DEPARTMENT OF STATE

WASHINGTON

July 12, 1954

EXCELLENCY:

I have the honor to refer to your note No. 308, reference 2266/131/54, dated June 29, 1954, relating to the initiation of cooperative technical assistance activities in British Guiana.

I am pleased to inform you that the Government of the United States of America agrees to the proposal set forth in the above-mentioned note.

In accordance with the proposal in your note, my Government will consider that your note of June 29, 1954, and this reply shall constitute an agreement between our two Governments pursuant to Article II, paragraph 1 (b) of the Agreement for Technical Cooperation between the Government of the United Kingdom of Great Britain and Northern Ireland and the Government of the United States of America, signed at London July 13, 1951, and furthermore will consider the agreement shall enter into force upon the date of this note.

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

For the Secretary of State:

WALWORTH BARBOUR

His Excellency

The Right Honorable

Sir ROGER MAKINS, K.C.B., K.C.M.G.,
British Ambassador.

TECHNICAL COOPERATION

Rural Education Program

**TIAS 3153
June 14 and
30, 1954**

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

**Giving Effect to Administrative Clauses
of Program Agreement of June 27, 1952,
between Brazil and the Institute of
Inter-American Affairs**

- **Effectuated by Exchange of Notes
Signed at Rio de Janeiro June 14
and 30, 1954**
- **Entered into force June 30, 1954**

The Brazilian Minister of Foreign Affairs to the American Ambassador

MINISTÉRIO DAS RELAÇÕES EXTERIORES,
RIO DE JANEIRO.

DAI/262/542.2(22)

Em 14 de junho de 1954.

SENHOR EMBAIXADOR,

Tenho a honra de levar ao conhecimento de Vossa Excelência que o Governo brasileiro considera do maior interesse que se dê início imediato à parte administrativa do Acôrdo celebrado a 27 de junho de 1952 com o "Institute of Interamerican Affaire", para a realização de um programa cooperativo de educação nas zonas rurais, cuja entrada em vigor "in totum" está ainda na dependência da aprovação do Congresso Nacional.

2. Estou certo de que, desta maneira, será possível adiantar consideravelmente um trabalho de tanto interesse mútuo.
3. Desde que o Governo dos Estados Unidos da América demonstre sua aquiescência, proponho considerarmos as referidas cláusulas em vigor, a partir da data da nota que Vossa Excelência houver por bem dirigir-me em resposta à presente.

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

Pelo Ministro de Estado.

V. DA CUNHA

A Sua Excelência o Senhor JAMES SCOTT KEMPER,
Embaixador dos Estados Unidos da América.

Translation

MINISTRY OF FOREIGN AFFAIRS,
RIO DE JANEIRO.

DAI/262/542.2(22)

June 14, 1954.

MR. AMBASSADOR,

I have the honor to bring to Your Excellency's attention the fact that the Brazilian Government considers it of the greatest advantage that a beginning should be given immediately to the administrative part of the Agreement concluded June 27, 1952, with the Institute of

Inter-American Affairs for the realization of a cooperative program for education in rural areas, the entrance of which into effect *in toto* still is dependent upon approval of the National Congress.

2. I am certain that, in this way, it will be possible to advance considerably a work of such great mutual advantage.

3. As soon as the Government of the United States of America shows its acquiescence, I propose that we shall consider the clauses referred to as in effect, beginning with the date of the note which Your Excellency may be good enough to address to me in reply to the present.

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

For the Minister of State,
V. DA CUNHA

His Excellency

JAMES SCOTT KEMPER,
Ambassador of the United States of America.

The American Ambassador to the Brazilian Minister of Foreign Affairs

EMBASSY OF THE
UNITED STATES OF AMERICA

No. 414

June 30, 1954

EXCELLENCY:

I have the honor to refer to the note of Your Excellency's Ministry of June 14, 1954, which is as follows:

"I have the honor to bring to Your Excellency's attention the fact that the Brazilian Government considers it of the greatest advantage that a beginning should be given immediately to the administrative part of the Agreement concluded June 27, 1952, with the Institute of Inter-American Affairs for the realization of a cooperative program for education in rural areas, the entrance of which into effect *in toto* still is dependent upon approval of the National Congress.

I am certain that, in this way, it will be possible to advance considerably a work of such great mutual advantage.

As soon as the Government of the United States of America shows its acquiescence, I propose that we shall consider the clauses referred to as in effect, beginning with the date of the note which

Your Excellency may be good enough to address to me in reply to the present."

and to state, in behalf of the Government of the United States of America, that my Government acquiesces to the proposal made in the above-quoted note of Your Excellency's Ministry.

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

JAMES SCOTT KEMPER.

His Excellency

VICENTE RÁO

*Minister of Foreign Affairs
Rio de Janeiro.*

ACORDO ENTRE A REPÚBLICA DOS ESTADOS
UNIDOS DO BRASIL E THE INSTITUTE OF
INTER-AMERICAN AFFAIRS, REPARTIÇÃO
CORPORATIVA DO GOVERNO DOS ESTADOS
UNIDOS DA AMÉRICA, PARA A REALIZAÇÃO
DE UM PROGRAMA COOPERATIVO DE EDUCA-
ÇÃO NAS ZONAS RURAIS.

CLAUSULA I

De conformidade com o Acordo entre o Governo dos Estados Unidos da América e o Governo do Brasil, relativo a assistência técnica, efetuado por meio de troca de notas assinadas no Rio de Janeiro, em 19 de dezembro de 1950, será instituído no Brasil um programa cooperativo de educação nas zonas rurais. O Governo dos Estados Unidos do Brasil (doravante chamado "Governo"), por intermédio do Ministério da Educação e Saúde (doravante chamado "Ministério"), representado pelo Dr. Ernesto Simões Filho, Ministro da Educação e Saúde (doravante chamado "Ministro") e The Institute of Inter-American Affairs, da Administração de Assistência Técnica, repartição corporativa do Governo dos Estados Unidos da América (doravante chamado "Instituto"), representado pelo Chefe da Delegação Americana, Divisão de Educação, Sr. Edward W. Sheridan (doravante chamado "Chefe da Delegação Americana"), por acordo mútuo e de conformidade com as Notas trocadas entre o Ministro das Relações Exteriores do Brasil e o Embaixador Americano, datadas de 26 de junho de 1952 e de 19 de junho de 1952, concordam sobre os seguintes pormenores técnicos para a promoção de um programa cooperativo de educação para as zonas rurais, a ser realizado no Brasil. Este Acordo e todas as atividades realizadas de conformidade com o mesmo basear-se-ão nos termos e condições do referido Acordo Geral de Cooperação Técnica.

CLAUSULA II

O presente programa de cooperação educacional visa a:

- A. Promover e intensificar a compreensão e boa vontade entre os povos dos Estados Unidos do Brasil e dos Estados Unidos da América e desenvolver cada vez mais o espírito e o padrão de vida democráticos.
- B. Possibilitar atividades educacionais, no setor do ensino rural do Brasil, através de programas de cooperação.
- C. Estimular e ampliar o intercâmbio de idéias de processos pedagógicos, no campo da educação rural.

CLAUSULA III

O mencionado programa de cooperação educacional deverá prever:

- A. A cessão, por parte do Instituto, de um corpo de especialistas (doravante chamado "corpo de especialistas") para colaborar na realização do programa;
- B. O planejamento e a realização de atividades referentes a:
 1. Estudos e levantamentos relativos às necessidades do Brasil no que se refere à educação rural e os recursos para atendê-las, bem como a formulação e administração de um programa destinado a atender a essas necessidades.
 2. Meios que permitam a administradores, educadores e técnicos brasileiros estudarem nos Estados Unidos da América, proferirem conferências, lecionarem e permutarem idéias e experiências com administradores, educadores e técnicos daquele país.
 3. Realização de programas de orientação e treinamento de professores, administradores, supervisores e técnicos do ensino rural.
 4. Aquisição de equipamento, preparação de material de ensino e de auxílios didáticos, bem como prestação de serviços biblioteconômicos.

C. A utilização de quaisquer outros processos e meios considerados, por ambas as partes, convenientes à realização dêste programa de cooperação educacional.

CLAUSULA IV

O corpo de especialistas será constituido como o Instituto julgar aconselhável e estará sob a direção do Chefe da Delegação Americana, que atuará como delegado do Instituto no Brasil para todos os efeitos do presente Acordo. Tanto o Chefe da Delegação Americana como cada um dos membros do corpo de especialistas serão escolhidos e nomeados pelo Instituto, mas deverão ser "personae gratae" do Ministro.

CLAUSULA V

A. Será instituída, como parte integrante do Ministério da Educação e Saúde e a elle subordinada, uma comissão especial denominada "Comissão Americano-Brasileira de Educação Rural" (doravante chamada CABER), que atuará, dentro do Ministério, como órgão executivo na realização do programa de cooperação educacional.

B. A CABER será administrada por um Superintendente designado pelo Governo e que representará o Ministro para todos os efeitos dêste Acordo e pelo Chefe da Delegação Americana como representante do Instituto. O Superintendente deverá ser "persona grata" do Instituto. Os outros membros do corpo de especialistas do Instituto, assim como o pessoal técnico e administrativo do Governo trabalhando na CABER, tomarão parte nas atividades da CABER nos termos e condições determinados pelo Superintendente e pelo Chefe da Delegação Americana.

CLAUSULA VI

A. O programa de cooperação educacional será executado por meio de projetos especiais. Cada projeto será corporificado num documento escrito que representará a decisão conjunta do Superintendente e do Chefe da Delegação Americana, devendo especificar o trabalho a ser realizado, a correspondente distribuição de verba e poderá conter outras providências julga-

das indispensáveis pelas partes contratantes. Após a terminação de qualquer projeto, deverá ser preparado e assinado pelo Superintendente e pelo Chefe da Delegação Americana um Término de encerramento do Projeto, que conterá o registro do trabalho realizado, os objetivos alcançados, as despesas feitas, os problemas encontrados e solucionados, bem assim outros dados com êle relacionados.

B. A seleção de administradores, professores e técnicos brasileiros a serem enviados aos Estados Unidos da América, de conformidade com este programa, inclusive os estudos que devem realizar, será feita mediante acôrdo escrito entre o Superintendente e o Chefe da Delegação Americana.

C. As normas reguladoras e administrativas do programa de cooperação educacional, os projetos, as operações da CABER (tais como: aplicação e contabilidade de verbas, aquisição, uso, inventário, controle e disposição de bens, admissão e dispensa de pessoal, condições de emprêgo) e quaisquer outros assuntos administrativos serão resolvidos e executados mediante acôrdo escrito entre o Superintendente e o Chefe da Delegação Americana. Os salários dos funcionários da CABER, excetuados os membros do corpo de especialistas do Instituto trabalhando na CABER, serão pagos pelos fundos da CABER. Sendo a CABER parte do Ministério, serão conferidos a ela e a todo o seu pessoal todos os direitos e privilégios de que gozam as outras participações do mesmo Ministério e seus servidores.

D. Todos os contratos da CABER relativos à execução de projetos prèviamente firmados pelo Superintendente e pelo Chefe da Delegação Americana serão executados em nome da CABER e assinados pelo Superintendente e pelo Chefe da Delegação Americana. Os livros e os arquivos da CABER, referentes ao programa de cooperação educacional, poderão, em qualquer tempo, ser inspecionados por autoridades do Governo e do Instituto. A CABER apresentará, anualmente, ao Governo, além de outros em períodos fixados pelas partes contratantes, um relatório de suas atividades, assinado pelo Superintendente e pelo Chefe da Delegação Americana, remetendo cópia do mesmo ao Instituto.

CLÁUSULA VII

A. Os projetos a serem elaborados e postos em execução, conforme estabelece o presente Acôrdo, deverão ser organizados de modo que venham, sempre que possível, a beneficiar instituições federais e estaduais, assim como outras instituições brasileiras. Além dos fundos, bens, serviços ou facilidades exigidos por êste Acôrdo e mediante entendimento entre o Superintendente e o Chefe da Delegação Americana, poderão ser aceitas contribuições de fundos, bens, serviços ou facilidades de uma ou de ambas as partes contratantes, ou de terceiros, para a realização dêste programa de cooperação educacional.

B. Para melhor rendimento das atividades ligadas à recuperação das populações rurais, os direitos e obrigações do Ministério, de conformidade com êste Acôrdo, poderão, mediante Término Aditivo, ser transferidos a entidades que venham a ser instituídas especialmente para realização daqueles objetivos.

CLÁUSULA VIII

O Governo e o Instituto contribuirão e porão à disposição, dentro dos limites estabelecidos abaixo, fundos para a realização do programa, durante o período abrangido por êste Acôrdo, de conformidade com o seguinte esquema:

- A. O Instituto, no período compreendido entre o início da vigência dêste Acôrdo e 30 de junho de 1955, condicionado à disponibilidade de verbas após 30 de junho de 1952, fixará e pagará os salários e outras despesas de seu corpo de especialistas e atenderá a qualquer outro compromisso de natureza administrativa que venha a assumir para a execução dêste programa. Essa contribuição será administrada pelo Instituto e não será depositada a crédito da CABER.
- B. Além disso, a contar da data da assinatura dêste Acôrdo até 30 de junho de 1952, o Instituto deporá no Banco do Brasil, à conta da CABER, a importância de US\$ 150,000.00 (CENTO E CINQUENTA

MIL DÓLARES).

- C. O Governo, no período compreendido entre o início da vigência deste Acordo e 30 de junho de 1952, depositará na mesma conta da CABER a importância de Cr\$ 7.500.000,00 (SETE MILHÕES E QUINHENTOS MIL CRUZEIROS).
- D. As autoridades competentes do Governo dos Estados Unidos da América e do Governo do Brasil podem estabelecer oportunamente, mediante acordo escrito, as importâncias com que cada uma das partes contribuirá, anualmente, para a realização do programa cooperativo, no período de 1º de julho de 1952 a 30 de junho de 1955.
- E. Quaisquer fundos depositados pelo Instituto a crédito da CABER serão convertidos ao câmbio mais alto disponível ao Governo dos Estados Unidos da América para suas despesas diplomáticas e oficiais no Brasil, na ocasião em que a conversão for realizada.
- F. Cada depósito referido nesta Cláusula, a ser feito pelas partes contratantes, só poderá ser retido ou despendido depois que a outra parte depositar os fundos correspondentes ao mesmo período. Os fundos depositados por uma das partes e não completados pela outra serão restituídos ao depositante.
- G. As partes contratantes, mediante acordo escrito entre o Ministro e o Chefe da Delegação Americana, podem modificar os esquemas para o pagamento dos depósitos estabelecidos nesta Cláusula VIII e podem prover a aquisição adiantada de equipamento por ambas as partes com crédito apropriado contra os pagamentos devidos de acordo com esse esquema.

CLÁUSULA IX

- A. Observadas as disposições da Cláusula VIII - D -

dêste Acôrdo, os saldos de todos os fundos mencionados neste Acôrdo deverão continuar à disposição do programa cooperativo, durante a vigência dêste Acôrdo, independentemente dos exercícios financeiros de qualquer das partes.

B. Todo o material, equipamento e suprimentos adquiridos para a CABER tornar-se-ão propriedade do Govêrno e serão empregados na execução dêste Acôrdo.

CLAUSULA X

Além da contribuição em dinheiro mencionada na Cláusula VIII - C, o Govêrno, com base em acôrdo entre o Superintendente e o Chefe da Delegação Americana, deverá:

- A. Designar técnicos e outro pessoal necessário para colaborar com o corpo de especialistas;
- B. Colaborar na instalação dos escritórios, aquisição de equipamento e do material de expediente, bem como no mais que se fizer necessário para a execução do programa;
- C. Proporcionar a cooperação de outros departamentos do Govêrno para a realização dêste programa de cooperação educacional,

CLAUSULA XI

Os juros sobre os fundos da CABER e têda a renda produzida pelos valores e bens da CABER, bem como aumento de ativo, qualquer que seja sua natureza ou procedência, deverão ser empregados na execução do programa e não poderão servir de motivo para que o Govêrno ou o Instituto diminuam sua contribuição.

CLAUSULA XII

O Superintendente e o Chefe da Delegação Americana podem acordar em reter nos Estados Unidos da América, dos depósitos a serem feitos pelo Instituto à conta bancária da

CABER, as quantias consideradas necessárias ao programa, para liquidação de obrigações pagáveis fora do Brasil, em dólares norte americanos. Tais quantias retidas serão consideradas como se depositadas estivessem nos termos deste Acordo. Quaisquer fundos retidos pelo Instituto, não despendidos nem comprometidos, serão depositados na conta bancária da CABER, em qualquer tempo, por entendimento escrito entre o Superintendente e o Chefe da Delegação Americana.

CLAUSULA XIII

Quaisquer fundos trazidos ao Brasil pelo Instituto, com o objetivo de aplicá-los no programa de cooperação educacional, serão isentos de taxas, comissões, exigências para inversões ou depósitos e outros controles monetários.

CLAUSULA XIV

O Governo e o Instituto estabelecerão normas através das quais o Governo depositará, segregará ou garantirá títulos para todos os fundos destacados para este programa, ou dele derivados, de tal maneira que ditas verbas não apresentarão perigo de embargo, confiscação ou qualquer outro processo legal, movido por qualquer pessoa, firma, agência, sociedade, organização ou Governo, caso o Governo seja notificado de que esse processo poderá interferir na realização dos objetivos do programa.

CLAUSULA XV

Quaisquer fundos da CABER não despendidos por ocasião da terminação deste programa de cooperação serão devolvidos às partes contratantes na proporção das respectivas contribuições. O Superintendente e o Chefe da Delegação Americana poderão, entretanto, mediante acordo escrito, dar outro destino a esses fundos em benefício da educação nas zonas rurais.

CLAUSULA XVI

A. Todos os direitos e privilégios de que gozam as repartições oficiais e o respectivo pessoal serão outorgados à CABER e a todo o seu pessoal. Tais direitos e privilégios incluirão, na mesma base em que são concedidos a outras agências governamentais, porém não se limitarão a: serviço postal, telegráfico e telefônico gratuitos, passes gratuitos nas estradas de ferro ; direito aos abatimentos ou tarifas preferenciais concedidas aos departamentos do Governo pelas companhias locais de navegação marítima e fluvial, aviação, telégrafo, telefone, etc.; isenção e imunidade de impostos de consumo, sôlo, propriedade, taxas consulares, e todo e qualquer outro impôsto ou taxa. A CABER ficará isenta de todos os impostos, taxas e emolumentos.

B. O Instituto gozará dos mesmos direitos, privilégios e imunidades acima indicados, com referência às operações, ao pessoal e aos bens empregados no programa de cooperação educacional.

C. Todos os funcionários do Instituto, que sirvam neste programa de cooperação educacional, ficarão isentos de todos os impostos de renda e previdência social brasileiros, no que se refere à renda sôbre a qual são obrigados a pagar impôsto de renda ou de previdência social ao Governo nos Estados Unidos da América. Tais empregados ficarão também isentos do pagamento de direitos alfandegários e de importação sôbre bens, equipamento e suprimentos importados para seu próprio uso.

CLAUSULA XVII

As partes contratantes declaram reconhecer que o Instituto, sendo uma repartição corporativa dos Estados Unidos da América, de propriedade integral do Governo dos Estados Unidos da América e por êste totalmente dirigida e controlada, está intitulada a participar no inteiro dos privilégios e imunidades desfrutados pelo Governo dos Estados Unidos da América, inclusive da imunidade de ser processado nos tribunais do Brasil.

CLAUSULA XVIII

Todos os direitos, privilégios, facilidades ou obriga-

ções, conferidos por este Acôrdo ao Superintendente da CABER ou ao Chefe da Delegação Americana, poderão ser delegados a representantes de ambos, desde que isso mereça aprovação da outra parte. Todavia, não obstante a existência de tais representantes, o Superintendente e o Chefe da Delegação Americana poderão discutir e deliberar diretamente um com o outro sobre qualquer assunto.

CLÁUSULA XIX

O Poder Executivo do Governo tomará as medidas necessárias para obter a legislação ou outros atos indispensáveis ao fiel cumprimento deste Acôrdo.

CLÁUSULA XX

Este Acôrdo poderá ser alterado se as partes o julgarem necessário, mas todas as alterações serão feitas por escrito e assinadas por Representantes do Governo e do Instituto, devidamente autorizados.

CLÁUSULA XXI

O Governo e o Instituto reconhecem ser de interesse mútuo que seja dada plena publicidade aos objetivos e ao progresso do programa de cooperação educacional, a fim de intensificar o empreendimento de esforços comuns, que é indispensável para o alcance dos objetivos do programa. O Ministro e o Chefe da Delegação Americana facilitarão a difusão de tais informações, pondo-as à disposição dos círculos informativos.

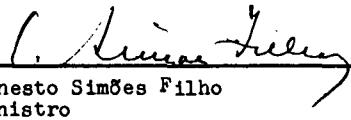
CLÁUSULA XXII

Este Acôrdo será denominado "Acôrdo do Programa de Educação Rural" e será distinto e independente de todos e quaisquer outros acordos básicos entre as partes contratantes, relativos a programas de cooperação educacional, em outros setores. Este Acôrdo entrará em vigor na data de seu registro no Tribunal de Contas do Brasil, vigorando até 30 de junho de 1955. En-

tretanto, as obrigações das partes contratantes, de conformidade com este Acôrdo, para o período de 1º de julho de 1952 a 30 de junho de 1955, estarão condicionadas à disponibilidade de verbas, de ambas as partes, para a realização do programa, e a entendimentos posteriores entre as autoridades competentes do Governo dos Estados Unidos da América e do Governo do Brasil, de conformidade com a cláusula VIII, letra D, dêste Acôrdo.

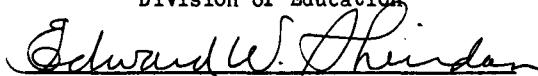
EM FÉ DO QUE as partes contratantes, devidamente autorizadas, firmam o presente Acôrdo, em seis exemplares, nas línguas portuguêsa e inglesa, no Rio de Janeiro, Brasil, aos 27 de junho de 1952.

MINISTÉRIO DA EDUCAÇÃO E SAÚDE



Ernesto Simões Filho
Ministro

THE INSTITUTE OF INTER-AMERICAN AFFAIRS
Division of Education



Edward W. Sheridan
Chefe da Delegação Americana

AGREEMENT FOR A COOPERATIVE PROGRAM IN
EDUCATION FOR RURAL AREAS BETWEEN THE
REPUBLIC OF THE UNITED STATES OF BRAZIL
AND THE INSTITUTE OF INTER-AMERICAN AF-
FAIRS, A CORPORATE AGENCY OF THE GOVERN-
MENT OF THE UNITED STATES OF AMERICA.

CLAUSE I

Pursuant to the Agreement between the Government of the United States of America and the Government of Brazil relating to technical cooperation, effected by an exchange of notes signed at Rio de Janeiro on December 19, 1950,¹ a cooperative program in education for rural areas shall be initiated in Brazil. The Government of the United States of Brazil (hereinafter referred to as the "Government"), acting through the Ministry of Education and Health (hereinafter referred to as the "Ministry"), represented by Dr. Ernesto Simões Filho, Minister of Education and Health (hereinafter referred to as the "Minister"), and The Institute of Inter-American Affairs of the Technical Cooperation Administration, an agency of the Government of the United States of America (hereinafter referred to as the "Institute"), represented by its Chief of Field Party, Division of Education, Mr. Edward W. Sheridan (hereinafter referred to as the "Chief of Field Party"), have agreed, pursuant to mutual understanding and in accordance with the exchange of notes dated June 26, 1952 and June 19, 1952,² between the Brazilian Minister of Foreign Affairs and the American Ambassador, upon the following general measures to be taken for the development of a cooperative program in rural education in Brazil. This Agreement and all activities carried out pursuant to it shall be governed by the terms and conditions of the said General Agreement for Technical Cooperation.

¹Treaties and Other International Acts Series 2239; 2 UST 845.

²Not printed pending approval by the Brazilian National Congress.

CLAUSE II

The objectives of this cooperative education program are:

- A. To promote and strengthen understanding and good will between the people of the United States of Brazil and the United States of America and to further secure the growth of democratic ways of life;
- B. To facilitate educational activities in the field of rural education in Brazil, through cooperative action;
- C. To stimulate and to increase the interchange of ideas and teaching methods in the field of rural education.

CLAUSE III

It is agreed that this cooperative education program shall include:

- A. The furnishing by the Institute of a Field Staff of specialists (hereinafter referred to as the "Field Staff"), to collaborate in the carrying out of the program.
- B. The planning and carrying out of activities of the following types:
 1. Studies and surveys of the needs of Brazil in the field of rural education and the resources available to meet these needs, and the formulation and administration of a program designed to meet such needs;
 2. Grants to permit Brazilian administrators, teachers and others in the field of education to study in the United States of America, to lecture, to teach and to interchange ideas and experiences with administrators, teachers and specialists in the United States of America;

3. Guidance and Training programs for teachers, school administrators, supervisors and technicians in the field of rural education;
 4. The purchase of equipment, the preparation of teaching materials and teaching aids, and the provision of library facilities and services.
- C. The use of any other methods and means which may be considered, by both parties, to be appropriate in carrying out this cooperative education program.

CLAUSE IV

The Field Staff shall be of such size and composition as the Institute shall deem advisable and shall be under the direction of the Chief of Field Party, who shall be the representative in Brazil of the Institute in connection with the program covered by this Agreement. The Chief of Field Party and the other members of the Field Staff shall be selected and appointed by the Institute, but shall be acceptable to the Minister.

CLAUSE V

A. A special Commission known as the COMISSÃO AMERICANO-BRASILEIRA DE EDUCAÇÃO RURAL (hereinafter referred to as the "CABER") an integral part of and subordinate to the Ministry, shall be established within the Ministry and will act as the operating agency for the cooperative education program.

B. The CABER shall be administered by a Superintendent, appointed by the Government, who shall represent the Minister for all purposes connected with this Agreement, and by the Chief of Field Party, in the capacity of Institute representative. The Superintendent shall be acceptable to the Institute. The other members of the field staff of the Institute, as well as the technical and administrative personnel of the Government working in CABER shall participate in the activities of the CABER under such terms and conditions as may be agreed upon by the Superintendent and the Chief of Field Party.

CLAUSE VI

A. The cooperative education program shall consist of individual projects. Each project shall be embodied in a written Project Agreement which shall be agreed upon and signed by the Superintendent and the Chief of Field Party, shall define the kind of work to be done, shall make the allocation of funds therefor, and may contain such other matters as the parties shall deem necessary. Upon substantial completion of any project, a Completion Agreement shall be drawn up and signed by the Superintendent and the Chief of Field Party which shall provide a record of the work done, the objectives achieved, the expenditures made, the problems encountered and solved, and related basic data.

B. The selection of Brazilian administrators, teachers and others in the field of education who may be sent to the United States of America pursuant to this program, as well as the studies in which they shall participate, shall be determined by written agreement between the Superintendent and the Chief of Field Party.

C. The general policies and administrative procedures that are to govern the cooperative education program, the carrying out of projects, and the operations of CABER (such as the disbursement of and accounting for funds, the purchase, use, inventory, control and disposition of property, the appointment and discharge of personnel of the CABER and the terms and conditions of their employment), and all other administration matters, shall be determined by a written agreement between the Superintendent and the Chief of Field Party. The employees of CABER other than members of the Field Staff of the Institute working in CABER shall be remunerated from CABER funds. In view of the fact that the CABER is a part of the Ministry, the CABER and its personnel shall enjoy the same rights and privileges which are enjoyed by other divisions of the Ministry and by their personnel.

D. All contracts of the CABER relating to the execution of projects previously agreed upon between the Superintendent and the Chief of Field Party shall be executed in the name of CABER and signed by the Superintendent and the Chief of Field

Party. The books and records of the CABER relating to the cooperative education program shall be open at all times for inspection and audit by authorized representatives of the Government and the Institute. In addition to other reports at such intervals as may be agreed upon by the parties hereto, the CABER will render annual reports of its activities to the Government, signed by the Superintendent and the Chief of Field Party, and a copy thereof shall be sent to the Institute.

CLAUSE VII

A. It is contemplated that the projects to be undertaken in accordance with this Agreement will, as far as possible, include assistance to, and cooperation with, Federal and State Agencies and other Brazilian institutions. In addition to the funds, properties, services or facilities required by this Agreement and by mutual agreement between the Superintendent and the Chief of Field Party, contributions of funds, properties, services or facilities of one or both parties, or other parties, may be accepted for the carrying out of this cooperative education program.

B. With a view to obtaining better results in activities connected with the improvement of the rural population, the rights and obligations of the Ministry under this Agreement may, by means of a Supplemental Agreement thereto, be transferred to an agency of the Government which may later be established especially for the attainment of such objectives.

CLAUSE VIII

The Government and the Institute shall contribute and make available funds for use in carrying out the program during the period covered by this Agreement in accordance with the following schedules:

A. The Institute, for the period from the effective date of this Agreement through June 30, 1955, subject to the availability of funds beyond June 30,

1952, shall make available the funds necessary to pay the salaries and other expenses of the members of the Field Staff, as well as such other expenses of an administrative nature as the Institute may incur in connection with this program. These funds shall be administered by the Institute and shall not be deposited to the credit of CABER.

- B. In addition, for the period from the date of signing of this Agreement through June 30, 1952, the Institute shall deposit in the Banco do Brasil, to the account of CABER, the sum of US\$150,000.00 (One Hundred and Fifty Thousand Dollars).
- C. The Government, for the period from the effective date of this Agreement through June 30, 1952 shall deposit to the same account of the CABER the sum of Cr\$7.500.000,00 (Seven Million Five Hundred Thousand Cruzeiros).
- D. The appropriate authorities of the Government of the United States of America and of the Government of Brazil may later agree in writing upon the amount of funds which each will contribute each year for use in carrying out the cooperative program during the period from July 1, 1952 through June 30, 1955.
- E. Any of the funds deposited by the Institute to the credit of the CABER shall be converted at the highest rate which, at the time conversion is made, is available to the Government of the United States for its diplomatic and other official expenditures in Brazil.
- F. Each deposit required by this Clause to be made by the parties shall be available for withdrawal or expenditure only after the corresponding deposit due from the other party hereto during the same period has been made. Funds deposited by either party and not matched by the required deposit of the other party, shall be returned to the contributor.

G. The parties hereto, by written agreement of the Minister and the Chief of Field Party, may amend the schedules and related provisions, for making the deposits required by this Clause VIII, and may provide for advance purchases of equipment by either party with appropriate credit against the payments due under the schedules.

CLAUSE IX

A. Subject to the provisions of Section D of Clause VIII hereof the balance of all funds referred to in this Agreement shall continue to be available for the cooperative education program during the existence of this Agreement, without regard to annual periods or fiscal years of either of the parties.

B. All materials, equipment and supplies acquired for the CABER shall become the property of the Government and shall be used in furtherance of this Agreement.

CLAUSE X

The Government, in addition to the cash contribution provided for in Section C of Clause VIII hereof, shall, pursuant to agreement between the Superintendent and the Chief of Field Party:

- A. Appoint specialists and other necessary personnel to collaborate with the Field Staff.
- B. Make available such office space, office equipment, furnishings and other facilities, materials, equipment, supplies and services as it can conveniently provide for said program.
- C. Make available the general assistance of other governmental agencies of the Government for carrying out this cooperative education program.

CLAUSE XI

Interest received on funds of the CABER and any other increment of assets of the CABER, of whatever nature or source, shall be devoted to the carrying out of the program and shall not be credited against the contributions of the Government or of the Institute.

CLAUSE XII

The Superintendent and the Chief of Field Party may agree to withhold in the United States of America, from the deposits to be made by the Institute to the CABER bank account, the amount deemed to be necessary for the program, for purchases to be made outside of Brazil in U.S. Dollars. Such amounts so withheld shall be considered as if deposited under the terms of this Agreement. Any funds so withheld by the Institute, not expended or obligated, shall be deposited to the CABER bank account at any time upon written agreement between the Superintendent and the Chief of Field Party.

CLAUSE XIII

All of the funds introduced into Brazil by the Institute for the purpose of this cooperative education program shall be exempt from taxes, service charges, investment or deposit requirements, and other currency controls.

CLAUSE XIV

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

CLAUSE XV

Any of the CABER funds which remain unexpended on the termination of this cooperative education program shall be returned to the parties in the proportion of their respective contributions. The Superintendent and the Chief of Field Party, however, upon written agreement, may allocate these funds in furtherance of education in rural areas.

CLAUSE XVI

A. All rights and privileges which are enjoyed by other governmental agencies and by their personnel, shall accrue to the CABER and to all its personnel. Such rights and privileges shall include, to the extent that they are available to other agencies of the Government, but shall not be limited to: free postal, telegraph and telephone service; passes on railroads administered by the Government and the right to rebates and other preferential tariffs allowed by domestic companies of maritime and river navigation, air travel, telegraph, telephone or other services; as well as exemption from excises, imposts, stamp taxes, consular charges, property taxes and any and all other taxes. The CABER shall be exempted from all imposts and taxes.

B. The Institute shall enjoy the same rights, privileges and immunities, as described above, with respect to those of its operations which are related to, and its property which is to be used for, the cooperative education program.

C. All employees of the Institute engaged in carrying out the cooperative education program shall be exempt from all Brazilian income taxes and social security taxes with respect to income on which they are obliged to pay income or social security taxes to the Government of the United States of America. Such employees shall also be exempt from the payment of customs and import duties on personal effects, equipment and supplies imported for their own use.

CLAUSE XVII

The parties hereto declare their recognition that the Institute, being a corporate instrumentality of the United States of America, wholly owned, directed and controlled by the Government of the United States of America, is entitled to share fully in all the privileges and immunities, including immunity from suit in the courts of Brazil, which are enjoyed by the United States of America.

CLAUSE XVIII

All rights, privileges, powers or duties conferred by this Agreement upon either the Superintendent or the Chief of Field Party may be delegated by either of them to any of their assistants, provided that such delegation is satisfactory to the other party to this Agreement. Whether or not such delegations are made, the Superintendent and the Chief of Field Party shall retain the right to refer any matter directly to one another for discussion and decision.

CLAUSE XIX

The Executive Power of the Government will take the necessary steps to obtain such legislation or other action as may be required to carry out the terms of this Agreement.

CLAUSE XX

This Agreement may be amended if deemed advisable by the parties hereto but all amendments shall be made in writing and signed by duly authorized representatives of the Government and of the Institute.

CLAUSE XXI

The Government and the Institute recognize that it is in their mutual interest that full publicity be given to the objectives and progress of the cooperative education program,

in order to strengthen the sense of common effort which is essential to the achievement of the objectives of the program. The Minister and the Chief of Field Party will encourage the dissemination of such information and will make it available to the media of public information.

CLAUSE XXII

This Agreement may be referred to as the "Rural Education Program Agreement", and shall be separate and apart from any and all previous agreements between the parties hereto respecting cooperative education programs in other fields. This Agreement shall enter into force on the date of its registration with the Tribunal de Contas of Brazil, remaining in force through June 30, 1955; provided, however, that the obligations of the parties under this Agreement, for the period from July 1, 1952 through June 30, 1955, shall be subject to the availability of appropriations to both parties for the purpose of the program and to subsequent arrangements between the appropriate authorities of the Government of the United States of America and of the Government of Brazil pursuant to Clause VIII, paragraph D hereof.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their fully authorized representatives, in sextuplicate, in the English and Portuguese languages, at Rio de Janeiro, Brazil, this 27th day of

June , 1952.

MINISTRY OF EDUCATION AND HEALTH

R. Simões Filho
Ernesto Simões Filho
Minister

THE INSTITUTE OF INTER-AMERICAN AFFAIRS
Division of Education

Edward W. Sheridan
Edward W. Sheridan
Chief of Field Party

PASSPORT VISA FEES

TIAS 3154
Dec. 1, 1954

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

- Effectuated by Exchange of Notes
Signed at Guatemala December 1, 1954
- Entered into force December 1, 1954

The Guatemalan Minister of Foreign Relations to the American Ambassador

MINISTERIO DE RELACIONES EXTERIORES
REPÚBLICA DE GUATEMALA
SECCION DIPLOMATICA

20061

GUATEMALA, 1º de Diciembre de 1954.

SEÑOR EMBAJADOR:

Tengo el honor de manifestar a Vuestra Excelencia que, como resultado de las conversaciones sostenidas entre este Despacho y esa Honorable Embajada, los Gobiernos de Guatemala y de los Estados Unidos, deseosos de facilitar y fomentar el turismo, los viajes con fines parecidos de conocimiento del país, el intercambio cultural, de estudio y de tránsito entre ambas Naciones, han convenido en lo siguiente:

A partir del 15 de Diciembre de 1954, las visas que el Gobierno de Guatemala otorgue a nacionales de los Estados Unidos para visitar esta República, y las que otorgue el Gobierno de los Estados Unidos a nacionales guatemaltecos para visitar los Estados Unidos, en viaje de turismo o fines parecidos, culturales, de estudio o tránsito, tendrán validez por un período de un año, y podrán utilizarse para un número indeterminado de viajes, tanto de salida como de ingreso durante dicho período de validez.

Si el pasaporte del titular caducare durante la vigencia de la visa referida, ésta deberá considerarse también como caducada.

El Gobierno de Guatemala no cobrará derechos ni impuesto alguno por esta clase de visas.

La visa continua a que este cambio de notas se refiere, en ningún caso autorizará al titular para radicarse en el país que la otorga, ni para dedicarse a actividades remuneradas, para cuyo ejercicio se requiera residencia o autorización específica, de conformidad con las respectivas legislaciones.

La presente nota y la de Vuestra Excelencia de esta misma fecha constituyen un convenio formal entre los Gobiernos de Guatemala y de los Estados Unidos, de duración indefinida, pero que podrá ser denunciado por cualquiera de las partes contratantes, mediante nota diplomática de aviso, que será efectiva tres meses después de su fecha.

Aprovecho la oportunidad para renovar al Señor Embajador, las seguridades de mi más alta y distinguida consideración.

C SALAZAR

Excelentísimo Señor NORMAN ARMOUR,
*Embajador Extraordinario y Plenipotenciario
de los Estados Unidos de América.
Ciudad.*

Translation

MINISTRY OF FOREIGN RELATIONS
REPUBLIC OF GUATEMALA
DIPLOMATIC SECTION

20061

GUATEMALA, December 1, 1954.

MR. AMBASSADOR:

I have the honor to inform Your Excellency that as a result of the conversations between this office and your Embassy, the Governments of Guatemala and the United States, desirous of facilitating and promoting tourism and travel for purposes connected with an understanding of the country, cultural exchange, study, and transit between the two nations, have agreed on the following:

Effective December 15, 1954, visas issued by the Government of Guatemala to United States nationals to visit this Republic and those issued by the Government of the United States to Guatemalan nationals to visit the United States on tourist trips or for similar purposes, for cultural purposes, study, or transit, shall be valid for one year and may be used for an unlimited number of trips, both outgoing and incoming, during the said period of validity.

If the bearer's passport should expire during the period of validity of the above-mentioned visa, the visa shall also be considered as having expired.

The Government of Guatemala will collect no fee or tax for such visas.

The multiple-entry visa to which this exchange of notes refers shall in no case authorize the bearer to establish himself in the country issuing it or to engage in gainful activities for which residence or specific authorization is required under the laws relating thereto.

The present note and Your Excellency's note dated today constitute a formal agreement between the Governments of Guatemala and the United States, which shall be of indefinite duration but may be terminated by either Contracting Party by a diplomatic note of notification, which will be effective three months after its date.

I avail myself of the opportunity to renew to the Ambassador the assurances of my highest and most distinguished consideration.

C SALAZAR

His Excellency

NORMAN ARMOUR,

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

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

THE FOREIGN SERVICE
OF THE
UNITED STATES OF AMERICA

No. 99

GUATEMALA, December 1, 1954.

EXCELLENCY:

I have the honor to refer to Your Excellency's Note No. 20061 dated December 1, 1954, in which it is proposed as a result of conversations between the Ministry and this Embassy that effective December 15, 1954, all classes of nonimmigrant visas issued to American citizens by Guatemalan Consular Officers and those issued by American Consular Officers to Guatemalan citizens be valid for multiple entries for twelve months from date of issuance, and that there be no fee or tax for the issuance of such visas.

I have been instructed to inform Your Excellency that, in accord with this proposal, American Consular Officers have been instructed that effective December 15, 1954, all classes of nonimmigrant visas issued to nationals and stateless residents of Guatemala shall be gratis and, with the exception of visas issued under an Exchange-Visitor Program, valid for multiple entries within twelve months from date of issuance.

The term "exchange visitor" refers to an alien who falls within one of the categories specifically named in Section 201 of the United States Information and Educational Exchange Act of 1948, as amended, [1] who seeks to enter the United States temporarily and who has been selected to participate in an Exchange-Visitor Program designated by the Secretary of State. In cases where applicants for Exchange-Visitor visas indicate in connection with their original applications that the program in which they are participating contemplates their departure from the United States in connection with their program

¹ 62 Stat. 7; 22 U.S.C. § 1446.

activities and their reentry thereto to continue their participation in the program, and such fact is supported by documentation from the program sponsor, Exchange-Visitor visas may be issued valid for one, two or three applications for admission provided the applicants are found to be eligible therefor.

Your Excellency's note under reference proposes that that note and this one in reply constitute a formal agreement of an indefinite duration between the Governments of the United States and Guatemala, which may be terminated by either party by giving notice in a diplomatic note three months in advance. In this connection, Your Excellency's attention is called to this Embassy's Note No. 3 dated July 14, 1954, [¹] in which it was pointed out that under the provisions of the United States Immigration and Nationality Act [²] the fees and period of validity of nonimmigrant visas issued to nationals of a foreign country shall, on a basis of reciprocity, be the same as the fees and period of validity of nonimmigrant visas issued by such foreign country to American citizens who are within a similar class. Accordingly, the United States under its present law will continue to extend visas as stipulated for an indefinite period, on the basis of reciprocity, and agrees to notify the Government of Guatemala in writing of any change.

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

NORMAN ARMOUR

His Excellency

Licenciado CARLOS SALAZAR GÁTICA,
Minister of Foreign Relations,
Guatemala.

¹ Not printed.

² 66 Stat. 163; 8 U.S.C. § 1101 *et seq.*

TIAS 3155
Dec. 13, 1954 **DEVELOPMENT ASSISTANCE TO GUATEMALA**

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

- Signed at Washington December 13, 1954
- Entered into force December 13, 1954

DEVELOPMENT ASSISTANCE AGREEMENT
BETWEEN
THE GOVERNMENT OF THE UNITED STATES OF AMERICA
AND
THE GOVERNMENT OF GUATEMALA

The Government of the United States of America and the
Government of Guatemala;

Recognizing that the Government of Guatemala at present has
urgent need for extraordinary economic assistance;

Considering that, under legislation enacted by the Congress
of the United States, the United States is enabled to furnish
such assistance to the Government of Guatemala; and

Desiring to set forth the understandings which govern the
furnishing of such assistance by the Government of the United
States, the receipt of such assistance by the Government of
Guatemala, and the measures which the two Governments will take
individually and together in furtherance of the above objectives;

Have agreed as follows:

ARTICLE I

The Government of the United States, subject to the terms
and conditions specified in applicable United States laws and
regulations and the provisions set forth in this Agreement, will
furnish such development assistance or authorized related assistance
to the Government of Guatemala as may be requested by the Government
of Guatemala and approved by the Government of the United States.
Such assistance will be furnished in such form, on such terms,
and pursuant to such additional arrangements as may be agreed

upon between appropriate representatives of the United States Foreign Operations Administration (or any successor agency or other agency designated for the purpose by the Government of the United States) and any agency or agencies designated by the Government of Guatemala. Commodities or services furnished hereunder may be distributed within Guatemala on terms and conditions mutually agreed upon by such representatives. To the extent that commodities to be provided pursuant to this Agreement may be obtained other than by United States Government procurement, the Government of Guatemala will cooperate with the Government of the United States to assure that procurement will be at reasonable prices and on reasonable terms. Assistance provided hereunder shall be in addition to that provided under the technical cooperation program conducted pursuant to the General Agreement for Technical Cooperation between the Government of the United States and the Government of Guatemala signed at Guatemala City September 1, 1954.^[1]

ARTICLE II

It is understood that, in order to assure the maximum benefits to the people of Guatemala from the assistance to be furnished hereunder by the Government of the United States, the Government of Guatemala intends to continue to pursue all appropriate measures to promote economic development, to meet urgent relief requirements and to restore or maintain stable economic conditions in Guatemala and to reduce its need for extraordinary assistance for the achievement of those objectives. For these purposes the Government of Guatemala will make effective use of the assistance provided

¹ Treaties and Other International Acts Series 3068; 5 UST, pt. 2, p. 2010.

hereunder, and will coordinate and integrate any operations carried on pursuant to this Agreement with other technical cooperation and development programs in Guatemala.

ARTICLE III

Recognizing that the effectiveness of this assistance program will be enhanced by the two Governments' sharing reasonably the financing of cooperative operations hereunder and by the expenditure of local currency which may derive from the assistance provided hereunder by the Government of the United States, the Government of Guatemala agrees:

(a) to bear a fair share (consistent with its ability to contribute and with the balanced achievement of the objectives of this Agreement) of the costs of cooperative projects or operations carried out pursuant to this Agreement.

(b) with respect to commodities furnished hereunder on a grant basis, to establish (as necessary) in its own name a special account in the Banco de Guatemala (hereinafter referred to as the "Special Account") and, except as may otherwise be specifically agreed by the Government of the United States, to deposit promptly in this account the amounts of local currency equivalent to the sums accruing to the Government of Guatemala from the sale or the import into Guatemala of such commodities. The Government of the United States will from time to time notify the Government of Guatemala of its local currency requirements for expenditures incident to the furnishing of assistance under this Agreement

or under the above-mentioned General Agreement for Technical Cooperation and the Government of Guatemala will thereupon make such sums available out of any balances in the Special Account in the manner requested by the Government of the United States in its notification. The Government of Guatemala may draw upon any remaining balance in the Special Account for purposes of economic development in Guatemala and for other purposes beneficial to Guatemala as may be agreed upon from time to time by the representatives referred to in Article I. Any unencumbered balances of funds which remain in the Special Account upon termination of assistance to Guatemala under this Agreement shall be disposed of for such purposes as may, subject to approval by Act or joint resolution of the United States Congress, be agreed to between the Government of the United States and the Government of Guatemala.

ARTICLE IV

(a) The Governments will, upon the request of either of them, consult regarding any matter relating to the application of this Agreement and operations thereunder. The Government of Guatemala will provide such information as may be necessary to carry out the provisions of this Agreement, including statements on the use of the assistance received hereunder and other relevant information which the Government of the United States may need to determine the nature and scope of operations under this Agreement and to evaluate the effectiveness of the assistance furnished or contemplated.

(b) The Government of Guatemala will give full and continuous publicity in Guatemala to the objectives and progress of the program under this Agreement, including information to the people of

Guatemala that this program is evidence of the friendship of the people of the United States for them, and will make public, upon termination of this program and at such other times during the course of the program as the Government of the United States may request, full statements of operations hereunder, including information as to the use of the assistance received and the use of the local currency deposited in the Special Account.

(c) Funds introduced into Guatemala for purposes of furnishing assistance to be provided by the Government of the United States under this Agreement shall be convertible into currency of Guatemala at the highest rate which, at the time the conversion is made, is not unlawful in Guatemala.

ARTICLE V

The Government of Guatemala agrees to receive persons designated by the Government of the United States to discharge the responsibilities of the Government of the United States under this Agreement and to permit such persons to observe without restriction the distribution in Guatemala of commodities and services which may be made available hereunder, including the provision of the facilities necessary for the observation and review of the carrying out of this Agreement and use of the assistance furnished under it.

The Government of Guatemala will grant such persons and members of their families the rights, exemptions, privileges and immunities accorded to, and such persons may be assigned under arrangements similar to those applicable to, personnel of the Government of the United States assigned to duties in Guatemala in connection with the technical cooperation program referred to in Article I above.

ARTICLE VI

All or any part of the assistance provided hereunder may be terminated by the Government of the United States if it is determined that because of changed conditions the continuation of the assistance is unnecessary or undesirable. The termination of the assistance under this provision may include the termination of deliveries of any commodities scheduled hereunder and not yet delivered.

ARTICLE VII

This Agreement shall enter into force on the date on which it is signed.

DONE at Washington in the English and the Spanish languages this 13thday of December 1954.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA:
HENRY F. HOLLAND

FOR THE GOVERNMENT OF GUATEMALA:
LUIS CRUZ S

ACUERDO DE AYUDA PARA FOMENTO,
CELEBRADO ENTRE EL GOBIERNO DE LOS ESTADOS UNIDOS DE AMERICA
Y EL GOBIERNO DE GUATEMALA

El Gobierno de los Estados Unidos de América y el Gobierno de Guatemala:

Reconociendo que el Gobierno de Guatemala tiene en la actualidad urgencia extraordinaria de ayuda económica;

Considerando que, como resultado de la legislación promulgada por el Congreso de los Estados Unidos, este país está en capacidad de otorgar tal ayuda al Gobierno de Guatemala; y,

Con el deseo de dejar establecidos los entendidos que regirán el otorgamiento de tal ayuda por parte del Gobierno de los Estados Unidos y su recepción por parte del Gobierno de Guatemala, así como las medidas que tomarán ambos gobiernos individual y conjuntamente con el objeto de conseguir los fines arriba mencionados:

ACUERDAN:

ARTICULO I

El Gobierno de los Estados Unidos, con sujeción a los términos y condiciones que determinan las leyes y reglamentos aplicables de este país; y con arreglo a las disposiciones contenidas en este Acuerdo, proporcionará al Gobierno de Guatemala, en la forma que le sea solicitada por el segundo y aprobada por el primero, ayuda para desarrollo u otras formas afines y autorizadas de asistencia. Dicha ayuda será proporcionada en la forma, términos y arreglos adicionales que se acuerden entre representantes autorizados de la United States Foreign Operations Administration (o bien cualquier dependencia que la sustituya o que sea designada para el objeto por el Gobierno de

los Estados Unidos) y cualquier dependencia o dependencias que designe por su parte el Gobierno de Guatemala. Los artículos o servicios que se otorguen de conformidad con este Acuerdo, podrán ser distribuidos en Guatemala en los términos y condiciones que acuerden esos representantes. Cuando los artículos que hayan de otorgarse de conformidad con este Acuerdo, puedan ser obtenidos de otra fuente que no sea el Gobierno de los Estados Unidos, el Gobierno de Guatemala cooperará con aquél para asegurar que su obtención se haga a precios y términos razonables. La ayuda que se otorgue de conformidad con el presente Acuerdo, se otorgará además de la que prescribe el Acuerdo General de Cooperación Técnica celebrado entre ambos gobiernos y firmado en la Ciudad de Guatemala el 1º de septiembre de 1954.

ARTICULO II

Se entiende que: con el fin de garantizar beneficios máximos para el Pueblo de Guatemala, con la ayuda que proporcionará el Gobierno de los Estados Unidos a base de este Acuerdo, el Gobierno de Guatemala deberá continuar tomando todas las medidas necesarias para promover su desarrollo económico, para resolver sus necesidades urgentes de ayuda y para restablecer o mantener condiciones económicas estables en Guatemala; y para reducir sus necesidades de asistencia extraordinaria para lograr esos objetivos. Con tales propósitos el Gobierno de Guatemala hará uso efectivo de la ayuda a que se refiere el Acuerdo, y coordinará e integrará con otros programas de cooperación técnica y desarrollo en Guatemala, las operaciones que se efectúen a base del presente Acuerdo.

ARTICULO III

Reconociendo que la efectividad de este programa de ayuda se verá estimulada si los dos Gobiernos comparten razonablemente el costo de las operaciones cooperativas aquí expresadas, y si se hace consumo local de moneda que pueda derivarse de la ayuda a que se refiere este Acuerdo, el Gobierno de Guatemala conviene:

- a) En sufragar una proporción justa, (de acuerdo con su capacidad contributiva y de conformidad con el logro equilibrado de los objetivos perseguidos según este Acuerdo) de los costos de proyectos cooperativos o de las operaciones que se lleven a cabo de conformidad con el presente Acuerdo;
- b) Respecto a los artículos que se le proporcionen aquí, en carácter de donación, conviene en abrir, si ello fuera necesario, una cuenta especial a su nombre en el Banco de Guatemala (el cual en adelante se llamará "Cuenta Especial" para los fines del Acuerdo); y, excepto que se determine específicamente en otra forma por Acuerdo con el Gobierno de los Estados Unidos, depositar tan pronto como sea posible en dicha cuenta las cantidades de moneda local equivalente a las sumas devengadas por el Gobierno de Guatemala por ventas o importación de tales artículos en Guatemala. El Gobierno de los Estados Unidos notificará en su oportunidad al de Guatemala acerca de sus necesidades de moneda local para los gastos incidentales a la provisión de asistencia conforme a este Acuerdo o bien conforme al Acuerdo General de Cooperación Técnica; y el Gobierno de Guatemala, por su parte, proporcionará dichas sumas procedentes de cualesquiera saldos en la Cuenta Especial en la manera que solicite el Gobierno de los Estados Unidos en su notificación. El Gobierno de Guatemala podrá girar contra cualquier saldo que

arroje la Cuenta Especial para fines de desarrollo económico en Guatemala, así como para otros que sean de beneficio para el país, en la forma que acuerden en su oportunidad los representantes mencionados en el Artículo I. Los saldos libres que queden en la Cuenta Especial a la terminación de la ayuda a Guatemala a que se refiere el presente Acuerdo se emplearán en los objetivos que acordaren los gobiernos de los Estados Unidos y de Guatemala, pero ello sujeto a aprobación del Congreso de los Estados Unidos, por Decreto o bien por resolución conjunta.

ARTICULO IV

a) A solicitud de cualquiera de los dos, los gobiernos se consultarán entre sí en cualquier asunto que se relacione con la aplicación de este Acuerdo y con su cumplimiento. El Gobierno de Guatemala proporcionará la información que sea necesaria para llevar a cabo las disposiciones del Acuerdo, incluyendo informes acerca del uso de la ayuda recibida, y cualesquiera otros que necesite el Gobierno de los Estados Unidos para determinar la naturaleza y alcance de las operaciones hechas de conformidad con este Acuerdo, así como para evaluar la efectividad de la ayuda proporcionada o en proyecto.

b) El Gobierno de Guatemala dará amplia y continua publicidad, en Guatemala, a los fines y adelanto del programa desarrollado conforme a este Acuerdo, incluyendo en aquella la información, al Pueblo de Guatemala, de que dicho programa demuestra la amistad del Pueblo de los Estados Unidos hacia él; y hacer del conocimiento público, a la terminación del programa, así como cuando lo solicite el Gobierno de los Estados Unidos mientras éste se encuentre en vigor, informes completos de las operaciones efectuadas, incluyendo información sobre el uso de la ayuda recibida y de la utilización de la moneda local depositada en la Cuenta Especial.

c) Los fondos que se lleven a Guatemala para los propósitos de dar la ayuda que proporcionará el Gobierno de los Estados Unidos según este Acuerdo, serán convertibles en moneda de Guatemala, al tipo de cambio más alto que, en el momento en que se haga la conversión, no sea ilegal.

ARTICULO V

El Gobierno de Guatemala conviene en recibir a las personas designadas por el Gobierno de los Estados Unidos para hacerse cargo de la responsabilidad que le asigna el Acuerdo, así como en permitir que dichas personas puedan observar, sin restricciones, la distribución en Guatemala de los artículos y servicios otorgados conforme a este Acuerdo; y en proporcionar las facilidades necesarias para la observación y verificación del cumplimiento del Acuerdo y el uso de la asistencia proporcionada conforme a él. El Gobierno de Guatemala otorgará a las personas indicadas, y a los miembros de sus familias, los derechos, exenciones, privilegios e inmunidades de que goza el personal del Gobierno de los Estados Unidos que trabaja en Guatemala en relación con el Programa de Cooperación Técnica mencionado en el Artículo I. Aquellas personas podrán ser nombradas en forma similar aplicable a éstas.

ARTICULO VI

El Gobierno de los Estados Unidos puede dar por terminada la ayuda proporcionada conforme al presente Acuerdo, en su totalidad o en parte, al determinar que su continuación ya no es necesaria o conveniente debido al cambio de condiciones. La terminación de la ayuda puede muy bien incluir el cese en la entrega de todo artículo asignado conforme al presente Acuerdo y que todavía no hubiere sido entregado.

ARTICULO VII

El presente Acuerdo entrará en vigor el propio día de su firma.

DADO en Washington, en los idiomas inglés y castellano, el 13
de diciembre de 1954.

POR EL GOBIERNO DE LOS ESTADOS UNIDOS DE AMERICA:
HENRY F. HOLLAND

POR EL GOBIERNO DE GUATEMALA:
LUIS CRUZ S

ECONOMIC DEVELOPMENT

**TIAS 3156
Nov. 6, 1954**

Agreement between the UNITED STATES OF AMERICA and EGYPT

- Effectuated by Exchange of Notes
Signed at Cairo November 6, 1954
- Entered into force November 6, 1954

The American Ambassador to the Egyptian Minister of Foreign Affairs

NOVEMBER 6, 1954

EXCELLENCY:

I have the honor to refer to recent conversations between representatives of our two Governments concerning assistance by my Government, designed to promote the economic development of Egypt. My Government is prepared, subject to applicable United States legislation and in accordance with the following understandings, both to continue furnishing assistance to Egypt provided for by the Point IV General Agreement for Technical Cooperation between our two Governments [¹] and to provide, on such terms as may be agreed, additional development assistance for this purpose.

1. The furnishing of any development or technical assistance by the Government of the United States to the Government of Egypt under this agreement will be based on requests to be made by the Government of Egypt and approved by the Government of the United States.

2. In order to provide maximum benefits to the people of Egypt from such assistance, our two Governments will cooperate to assure that such commodities or services as may be furnished under this agreement will be procured at reasonable prices and on reasonable terms, and will be distributed and utilized in Egypt in furtherance of the purposes of this agreement and on terms and conditions acceptable to both Governments.

3. It is understood that the Government of Egypt, in consonance with its primary sovereign responsibility for the economic development of Egypt, will assume an effective share of the costs of this joint program as may be mutually arranged between the two Governments, and that the contemplated assistance on the part of the Government of the United States will be designed to supplement rather than to replace the expenditures assumed by the Government of Egypt.

4. The Government of Egypt will furnish to the Government of the United States such information and data as may be requested in order to facilitate consideration of assistance proposals made by the Government of Egypt and evaluation of the effectiveness of assistance furnished, and shall give publicity to these programs of

¹ Treaties and Other International Acts Series 2479; 3 UST, pt. 2, p. 2960.

assistance as provided in Article 6 of the Point IV General Agreement for Technical Cooperation.

5. It is understood that this agreement is complementary to and does not supersede any existing agreements between our two Governments.

I have the honor to propose, if these understandings are acceptable to your Government, that this note, including the attached annex, and your Excellency's note concurring therewith constitute an agreement between our two Governments, to enter into force on the date of your Excellency's reply and to remain in force until three months after receipt by either Government of written notification by the other of intention to terminate the agreement.

Accept, Excellency, renewed assurances of my highest consideration.

JEFFERSON CAFFERY

His Excellency

Dr. MAHMOUD FAWZI,
Minister of Foreign Affairs,
Cairo.

ANNEX

1. The responsibilities of the Government of the United States in Egypt in connection with this program will be carried out by designated representatives (including contract personnel engaged in activities under this agreement) who will, except as may otherwise be mutually agreed, be accorded privileges and immunities specified in Article 5 of the Point IV General Agreement for Technical Cooperation between the two Governments of May 5, 1951. The Government of Egypt will further give full cooperation to such representatives, including the provision of all necessary information concerning operations pursuant to the agreement and the use of assistance furnished under it.
2. (a) The two Governments will enter into discussions concerning the effective share of the program to be assumed by the Government of Egypt pursuant to Paragraph 3 of this agreement and the methods by which this undertaking will be carried out, including as may be appropriate, the direct expenditures or contributions to be made by the Government of Egypt for program operations and for administrative and related expenses of the joint program.
(b) Should it be subsequently determined by the Government of the United States to provide commodities or services on a grant basis for sale in Egypt, the Government of Egypt will, without prejudice to additional arrangements under subparagraph (a) above, establish a special account, and will deposit to this account, upon receipt, the local currency accruing to it from the sale of such commodities or services or otherwise accruing to it as a result of the import of such commodities or services. Such account shall be drawn upon to cover local currency requirements of the United States Government for administrative and operating expenditures incident to the furnishing of assistance under this agreement. The Government of the United States will from time to time notify the Government of Egypt of such local currency requirements and the Government of Egypt will thereupon make such sums available from the special account in the manner requested by the Government of the United States in the notification. Subject to the foregoing requirements, the special account may be drawn upon for such local currency costs of program operations under this agreement as may be agreed to from

time to time by the two Governments. Any balances in the fund not used for the foregoing purposes shall be disposed of only as may be agreed between the two Governments.

3. The Government of Egypt will establish procedures which will protect from attachment, seizure or other legal or administrative process any funds allocated to or derived from any program of assistance undertaken by the Government of the United States.

The Egyptian Minister of Foreign Affairs to the American Ambassador

MINISTÈRE
DES
AFFAIRES ÉTRANGÈRES
—
CABINET DU MINISTRE^[1]

No. _____

CAIRO, 6 November, 1954.

EXCELLENCY,

I have the honour to acknowledge receipt of your Excellency's note of to-day concerning assistance by the Government of the United States designed to promote the economic development of Egypt.

I have the honour, also, to inform your Excellency that the understandings set forth therein are acceptable to my Government and that my Government agrees that your Excellency's note under reference, including the annex attached thereto, and this reply concurring therewith, constitute an agreement between our two Governments, to enter into force to-day and to remain in force until three months after receipt by either Government of written notification by the other of intention to terminate the agreement.

Accept, Excellency, renewed assurance of my highest considerations.

M. FAWZI

His Excellency,

Mr. JEFFERSON CAFFERY,

*Ambassador of the United States of America,
Cairo.*

^[1] Ministry for Foreign Affairs
Office of the Minister

MUTUAL SECURITY

TIAS 3157
Oct. 4 and
Dec. 10, 1954

Purchase by Iceland of Military Equipment, Materials, and Services

Agreement between the UNITED STATES OF AMERICA and ICELAND

- Effectuated by Exchange of Notes
Signed at Reykjavik October 4 and
December 10, 1954
- Entered into force December 10, 1954

*The Deputy Chief of Mission of the American Legation to the
Icelandic Minister for Foreign Affairs*

AMERICAN LEGATION,
Reykjavik, October 4, 1954.

EXCELLENCY:

I have the honor to refer to the request of Your Excellency's Government to purchase certain military equipment, materials and services from the Government of the United States of America, and to inform Your Excellency that my Government is prepared to enter into discussions concerning sales of this nature under the provisions of Section 106 of the Mutual Security Act of 1954,[¹] or any legislation which may supplement or replace that section, and on the following understandings:

1. Such equipment, materials or services as may be acquired from the United States under this Agreement are required by Iceland for and will be used solely to maintain its internal security or its legitimate self-defense and Iceland will not undertake any act of aggression against any other state.
2. The Government of Iceland will not, without the prior consent of the Government of the United States, relinquish title to or possession of any equipment, materials, information or services furnished under this Agreement.
3. The Government of Iceland will protect the security of any article, service or information furnished under this Agreement.
4. The Government of Iceland understands that, prior to the transfer of any item or the rendering of any service under this Agreement, the Government of the United States retains the right to terminate the transaction.
5. It is understood that the terms and conditions of payment to be agreed upon in connection with any sales under this Agreement will be in accordance with the provisions of Section 106 of the Mutual Security Act of 1954, or any other applicable United States legislation.

I have the honor to propose that, if these understandings are acceptable to Your Excellency's Government, this note and Your Ex-

¹ 68 Stat. 836; 22 U.S.C. § 1816.

cellency's reply in concurrence constitute an Agreement between the Government of the United States of America and the Government of Iceland, effective on the date of your reply note.

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

THOMAS P. DILLON

His Excellency

KRISTINN GUDMUNDSSON,
Minister for Foreign Affairs
of Iceland.

The Icelandic Minister for Foreign Affairs to the American Minister

UTANRÍKISRÁÐUNEYTIÐ^[1]
REYKJAVIK

DECEMBER 10TH, 1954

EXCELLENCY,

I have the honour to acknowledge receipt of Mr. Dillon's Note of October 4, 1954, reading as follows:

"I have the honor to refer to the request of Your Excellency's Government to purchase certain military equipment, materials and services from the Government of the United States of America, and to inform Your Excellency that my Government is prepared to enter into discussions concerning sales of this nature under the provisions of Section 106 of the Mutual Security Act of 1954, or any legislation which may supplement or replace that section, and on the following understandings:

1. Such equipment, materials or services as may be acquired from the United States under this Agreement are required by Iceland for and will be solely used to maintain its internal security or its legitimate self-defense and Iceland will not undertake any act of aggression against any other state.
2. The Government of Iceland will not, without prior consent of the Government of the United States, relinquish title to or possession of any equipment, materials, information or services furnished under this Agreement.
3. The Government of Iceland will protect the security of any article, service or information furnished under this Agreement.
4. The Government of Iceland understands that, prior to the transfer of any item or the rendering of any service under this Agree-

¹ Ministry for Foreign Affairs.

ment, the Government of the United States retains the right to terminate the transaction.

5. It is understood that the terms and conditions of payment to be agreed upon in connection with any sales under this Agreement will be in accordance with the provisions of Section 106 of the Mutual Security Act of 1954, or any other applicable United States legislation.

I have the honour to propose that, if these understandings are acceptable to Your Excellency's Government, this note and Your Excellency's reply in concurrence constitute an Agreement between the Government of the United States of America and the Government of Iceland, effective on the date of your reply note."

I have the honour to inform Your Excellency that the proposals contained in the Note under reference above are acceptable to the Government of Iceland and that it agrees that Mr. Dillon's Note and this reply shall be regarded as constituting an Agreement between the two Governments in this matter.

I avail myself of this opportunity of renewing to Your Excellency the assurances of my highest consideration.

KRISTINN GUDMUNDSSON

His Excellency

JOHN J. MUCCIO,

*Minister of the United States of America,
Reykjavik.*

**CERTIFICATES OF AIRWORTHINESS
FOR IMPORTED AIRCRAFT**

**TIAS 3158
Dec. 15, 1954**

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

- Effectuated by Exchange of Notes
Signed at Copenhagen December 15, 1954
- Entered into force December 15, 1954

The American Ambassador to the Danish Minister of Foreign Affairs

AMERICAN EMBASSY

No. 247

Copenhagen, December 15, 1954

EXCELLENCY:

I have the honor to refer to negotiations which have recently taken place between the Government of The United States of America and the Government of Denmark for the conclusion of a reciprocal arrangement for the acceptance of certificates of airworthiness for imported aircraft.

It is my understanding that it has been agreed in the course of the negotiations, now terminated, that the arrangement shall be as follows:

ARRANGEMENT BETWEEN THE UNITED STATES OF AMERICA
AND DENMARK RELATING TO CERTIFICATES OF AIRWORTHI-
NESS FOR IMPORTED AIRCRAFT

ARTICLE I

(a) The present arrangement applies to civil aircraft constructed in continental United States of America, including Alaska, and exported to Denmark; and to civil aircraft constructed in Denmark and exported to continental United States of America, including Alaska.

(b) This arrangement shall extend to civil aircraft of all categories, including those used for public transport and those used for private purposes as well as to components of such aircraft.

ARTICLE II

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 Denmark 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 Denmark in accordance with the airworthiness requirements of Denmark.

ARTICLE III

The same validity shall be conferred by the competent authorities of Denmark on certificates of airworthiness for export issued by the competent authorities of the United States for aircraft subsequently

to be registered in Denmark as if they had been issued under the regulations in force on the subject in Denmark, provided that such aircraft have been constructed in continental United States or Alaska in accordance with the airworthiness requirements of the United States.

ARTICLE IV

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

(b) The competent authorities of the United States shall, where necessary, afford the competent authorities of Denmark facilities for dealing with noncompulsory modifications which are such as to affect the validity of certificates of airworthiness validated under the terms of this arrangement, or any of the other conditions of validation. They will similarly give facilities for dealing with cases of major repairs carried out otherwise than by the fitting of spare parts supplied by the original constructors.

ARTICLE V

(a) The competent authorities of Denmark shall arrange for the effective communication to the competent authorities of the United States of particulars of compulsory modifications prescribed in Denmark, 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) The competent authorities of Denmark shall, where necessary, afford the competent authorities of the United States facilities for dealing with noncompulsory modifications which are such as to affect the validity of certificates of airworthiness validated under the terms of this arrangement, or any of the other original conditions of validation. They will similarly give facilities for dealing with cases of major repairs carried out otherwise than by the fitting of spare parts supplied by the original constructors.

ARTICLE VI

(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. It is mutually agreed, however, that fulfillment of this provision be postponed to a later date in recognition of practical problems now confronting the Government of Denmark.

ARTICLE VII

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

ARTICLE VIII

(a) The present arrangement shall be subject to termination by either Government upon sixty days' notice given in writing to the other Government.

(b) This arrangement shall terminate and replace the arrangement between the Government of the United States of America and the Government of Denmark providing for the acceptance by one country of certificates of airworthiness for aircraft exported from the other country as merchandise, effected by an exchange of notes signed at Copenhagen on March 12 and 24, 1934. [1]

Upon the receipt of a note from Your Excellency indicating that the foregoing provisions are acceptable to the Government of Denmark, the Government of the United States of America will consider that this note and your reply thereto constitute an agreement between the two Governments on this subject, the agreement to come into force on the date of your note in reply.

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

ROBERT COE

His Excellency

H. C. HANSEN

*Minister of Foreign Affairs
Copenhagen*

¹Executive Agreement Series 60; 48 Stat. 1868.

The Danish Minister of Foreign Affairs to the American Ambassador

UDENRIGSMINISTERIET.¹

COPENHAGEN, December 15, 1954.

MONSIEUR L'AMBASSADEUR,

I have the honour to acknowledge the receipt of Your Excellency's note of December 15, 1954, in which there were communicated the terms of a reciprocal agreement between Denmark and the United States of America for the acceptance of certificates of airworthiness for imported aircraft reading as follows:

"I have the honor to refer to negotiations which have recently taken place between the Government of the United States of America and the Government of Denmark for the conclusion of a reciprocal arrangement for the acceptance of certificates of airworthiness for imported aircraft.

It is my understanding that it has been agreed in the course of the negotiations, now terminated, that the arrangement shall be as follows:

**ARRANGEMENT BETWEEN THE UNITED STATES OF AMERICA
AND DENMARK RELATING TO CERTIFICATES OF AIRWORTHI-
NESS FOR IMPORTED AIRCRAFT**

ARTICLE I

(a) The present arrangement applies to civil aircraft constructed in continental United States of America, including Alaska, and exported to Denmark; and to civil aircraft constructed in Denmark and exported to continental United States of America, including Alaska.

(b) This arrangement shall extend to civil aircraft of all categories, including those used for public transport and those used for private purposes as well as to components of such aircraft.

ARTICLE II

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 Denmark 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 Denmark in accordance with the airworthiness requirements of Denmark.

¹ Ministry for Foreign Affairs.

ARTICLE III

The same validity shall be conferred by the competent authorities of Denmark on certificates of airworthiness for export issued by the competent authorities of the United States for aircraft subsequently to be registered in Denmark as if they had been issued under the regulations in force on the subject in Denmark, provided that such aircraft have been constructed in continental United States or Alaska in accordance with the airworthiness requirements of the United States.

ARTICLE IV

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

(b) The competent authorities of the United States shall, where necessary, afford the competent authorities of Denmark facilities for dealing with noncompulsory modifications which are such as to affect the validity of certificates of airworthiness validated under the terms of this arrangement, or any of the other conditions of validation. They will similarly give facilities for dealing with cases of major repairs carried out otherwise than by the fitting of spare parts supplied by the original constructors.

ARTICLE V

(a) The competent authorities of Denmark shall arrange for the effective communication to the competent authorities of the United States of particulars of compulsory modifications prescribed in Denmark, 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) The competent authorities of Denmark shall, where necessary, afford the competent authorities of the United States facilities for dealing with noncompulsory modifications which are such as to affect the validity of certificates of airworthiness validated under the terms of this arrangement, or any of the other original conditions of validation. They will similarly give facilities for dealing with cases of major repairs carried out otherwise than by the fitting of spare parts supplied by the original constructors.

ARTICLE VI

(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.

It is mutually agreed, however, that fulfillment of this provision be postponed to a later date in recognition of practical problems now confronting the Government of Denmark.

ARTICLE VII

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

ARTICLE VIII

(a) The present arrangement shall be subject to termination by either Government upon sixty days' notice given in writing to the other Government.

(b) This arrangement shall terminate and replace the arrangement between the Government of the United States of America and the Government of Denmark providing for the acceptance by one country of certificates of airworthiness for aircraft exported from the other country as merchandise, effected by an exchange of notes signed at Copenhagen on March 12 and 24, 1934.

Upon receipt of a note from Your Excellency indicating that the foregoing provisions are acceptable to the Government of Denmark, the Government of the United States of America will consider that this note and your reply thereto constitute an agreement between the two Governments on this subject, the agreement to come into force on the date of your note in reply."

In reply I have the honour to state that the provisions set forth in Your Excellency's note are acceptable and that the Government of Denmark concurs in the proposal that your note and this reply

constitute an agreement between our two Governments on this subject, the agreement to come into force on the date of this note.

Accept, Monsieur l'Ambassadeur, the assurance of my highest consideration,

H. C. HANSEN.

His Excellency

ROBERT COE,

Ambassador Extraordinary and Plenipotentiary

of the United States of America,

Copenhagen:

**CERTIFICATES OF AIRWORTHINESS
FOR IMPORTED AIRCRAFT**

**TIAS 3159
Dec. 22, 1954**

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

- Effectuated by Exchange of Notes
Signed at Stockholm December 22, 1954
- Entered into force December 22, 1954

The American Ambassador to the Swedish Minister for Foreign Affairs

EMBASSY OF THE
UNITED STATES OF AMERICA
Stockholm, December 22, 1954

No. 73

EXCELLENCY:

I have the honor to refer to negotiations which have recently taken place between the Government of the United States of America and the Government of Sweden for the conclusion of a reciprocal arrangement for the acceptance of certificates of airworthiness for imported aircraft.

It is my understanding that it has been agreed in the course of the negotiations, now terminated, that the arrangement shall be as follows:

ARRANGEMENT BETWEEN THE UNITED STATES OF AMERICA AND SWEDEN RELATING TO CERTIFICATES OF AIRWORTHINESS FOR IMPORTED AIRCRAFT

ARTICLE I

(a) The present arrangement applies to civil aircraft constructed in continental United States of America, including Alaska, and exported to Sweden; and to civil aircraft constructed in Sweden and exported to continental United States of America, including Alaska.

(b) This arrangement shall extend to civil aircraft of all categories, including those used for public transport and those used for private purposes as well as to components of such aircraft.

ARTICLE II

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 Sweden 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 Sweden in accordance with the airworthiness requirements of Sweden.

ARTICLE III

The same validity shall be conferred by the competent authorities of Sweden on certificates of airworthiness for export issued by the competent authorities of the United States for aircraft subsequently to be registered in Sweden as if they had been issued under the regulations in force on the subject in Sweden, provided that such aircraft have been constructed in continental United States or Alaska in accordance with the airworthiness requirements of the United States.

ARTICLE IV

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

(b) The competent authorities of the United States shall, where necessary, afford the competent authorities of Sweden facilities for dealing with noncompulsory modifications which are such as to affect the validity of certificates of airworthiness validated under the terms of this arrangement, or any of the other conditions of validation. They will similarly give facilities for dealing with cases of major repairs carried out otherwise than by the fitting of spare parts supplied by the original constructors.

ARTICLE V

(a) The competent authorities of Sweden shall arrange for the effective communication to the competent authorities of the United States of particulars of compulsory modifications prescribed in Sweden, 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) The competent authorities of Sweden shall, where necessary, afford the competent authorities of the United States facilities for dealing with noncompulsory modifications which are such as to affect the validity of certificates of airworthiness validated under the terms of this arrangement, or any of the other original conditions of validation. They will similarly give facilities for dealing with cases of major repairs carried out otherwise than by the fitting of spare parts supplied by the original constructors.

ARTICLE VI

(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.

ARTICLE VII

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

ARTICLE VIII

(a) The present arrangement shall be subject to termination by either Government upon sixty days' notice given in writing to the other Government.

(b) This arrangement shall terminate and replace the arrangement between the United States of America and Sweden concerning the acceptance by one country of certificates of airworthiness for aircraft exported from the other country as merchandise, effected by an exchange of notes signed at Washington on September 8 and 9, 1933.^[1]

Upon the receipt of a note from Your Excellency indicating that the foregoing provisions are acceptable to the Government of Sweden, the Government of the United States of America will consider that this note and your reply thereto constitute an agreement between the two Governments on this subject, the agreement to come into force on the date of your note in reply.

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

JOHN M. CABOT

His Excellency

ÖSTEN UNDEN,

*Minister for Foreign Affairs,
Stockholm.*

¹ Executive Agreement Series 49; 48 Stat. 1805.

*The Swedish Minister for Foreign Affairs to the American
Ambassador*

ROYAL MINISTRY
FOR
FOREIGN AFFAIRS

STOCKHOLM, December 22, 1954

MONSIEUR L'AMBASSADEUR,

I have the honor to acknowledge the receipt of your note of December 22, 1954, in which there were communicated the terms of a reciprocal arrangement between Sweden and the United States of America for the acceptance of certificates of airworthiness for imported aircraft reading as follows:

ÖVERENSKOMMELSE MELLAN SVERIGE OCH AMERIKAS FÖRENTA
STATER RÖRANDE LUFTVÄRDIGHETSBEVIS FÖR IMPORTERADE
LUFTFARTYG

ARTIKEL I

(a) Denna överenskommelse är tillämplig på civila luftfartyg, tillverkade på Amerikas Förenta Staters fastland, däri inbegripet Alaska, samt exporterade till Sverige, även som på civila luftfartyg, tillverkade i Sverige och exporterade till Amerikas Förenta Staters fastland, däri inbegripet Alaska.

(b) Denna överenskommelse skall omfatta civila luftfartyg av alla slag, inbegripet sådana som användas för yrkesmässig trafik och sådana som användas för privata ändamål, liksom delar av sådana luftfartyg.

ARTIKEL II

Vederbörande myndigheter i Förenta Staterna skola tillerkänna luftvärdighetsbevis för export, som av vederbörande myndigheter i Sverige utfärdats för luftfartyg, vilka sedermera skola registreras i Förenta Staterna, samma giltighet som om de hade utfärdats i enlighet med i Förenta Staterna gällande bestämmelser härom, under förutsättning att sådant luftfartyg har tillverkats i Sverige i överensstämmelse med svenska fordringar för luftvärdighet.

ARTIKEL III

Vederbörande myndigheter i Sverige skola tillerkänna luftvärdighetsbevis för export, som av vederbörande myndigheter i Förenta Staterna utfärdats för luftfartyg, som sedermera skola registreras i Sverige, samma giltighet, som om de hade utfärdats i enlighet med i Sverige gällande bestämmelser härom under förutsättning att sådant luftfartyg har tillverkats på Förenta Staternas fastland eller i Alaska

i överensstämmelse med fordringarna för luftvärdighet i Förenta Staterna.

ARTIKEL IV

(a) Vederbörande myndigheter i Förenta Staterna skola tillse, att vederbörande myndigheter i Sverige på ett effektivt sätt underrättas om detaljerna i obligatoriska ändringar, som föreskrivits i Förenta Staterna för att möjliggöra för myndigheterna i Sverige att föreskriva, att dessa ändringar vidtagas på luftfartyg av berörd typ, för vilka luftvärdighetsbevis ha utfärdats av dem.

(b) Vederbörande myndigheter i Förenta Staterna skola i erforderlig utsträckning bereda vederbörande myndigheter i Sverige tillfälle att taga del av icke obligatoriska ändringar, som beröra giltigheten av luftvärdighetsbevis, som utfärdats enligt denna överenskommelses bestämmelser, eller några andra villkor för giltighet. De skola likaledes underlätta handläggning av sådana fall, som avser större reparationer av annat slag än de som utföras genom montering av reservdelar, som tillhandahållas av den ursprungliga tillverkaren.

ARTIKEL V

(a) Vederbörande myndigheter i Sverige skola tillse, att vederbörande myndigheter i Förenta Staterna på ett effektivt sätt underrättas om detaljerna i obligatoriska ändringar, som föreskrivits i Sverige för att möjliggöra för myndigheterna i Förenta Staterna att begära, att dessa ändringar vidtagas på luftfartyg av berörd typ, för vilka luftvärdighetsbevis har utfärdats av dem.

(b) Vederbörande myndigheter i Sverige skola i erforderlig utsträckning bereda vederbörande myndigheter i Förenta staterna tillfälle att taga del av icke obligatoriska ändringar, som beröra giltigheten av luftvärdighetsbevis, som utfärdats enligt denna överenskommelses bestämmelser, eller några andra ursprungliga villkor för giltighet. De skola likaledes underlätta handläggning av sådana fall, som avser större reparationer av annat slag än de som utföras genom montering av reservdelar som tillhandahållas av den ursprungliga tillverkaren.

ARTIKEL VI

(a) Vederbörande myndigheter i de båda länderna skola äga rätt att göra giltigheten av luftvärdighetsbevis för export beroende av uppfyllandet av varje särskilt villkor, som vid denna tidpunkt erfordras för utfärdandet av luftvärdighetsbevis i deras eget land. Upplysningar om dessa särskilda villkor i vad avser ettdera landet skola tid efter annan meddelas vederbörande myndigheter i det andra landet.

(b) Vederbörande myndigheter i vardera landet skall regelbundet hålla vederbörande myndigheter i det andra landet fullt underrättade om samtliga gällande bestämmelser rörande civila luftfartygs luftvärighet och varje ändring av dessa bestämmelser som tid efter annan kan utfärdas.

ARTIKEL VII

Frågan om tillvägagångssättet vid tillämpningen av bestämmelserna i denna överenskommelse skall i erforderlig utsträckning bliva föremål för direkt skriftväxling mellan vederbörande myndigheter i Sverige och Förenta Staterna.

ARTIKEL VIII

(a) Denna överenskommelse kan uppsägas av endera regeringen genom skriftligt meddelande 60 dagar i förväg hos den andra regeringen.

(b) Denna överenskommelse skall upphäva giltigheten av och ersätta överenskommelsen mellan Sverige och Amerikas Förenta Stater rörande godkännande i det ena landet av luftvärldighetsbevis för luftfartyg exporterade från det andra landet såsom gods, vilken avslöts genom noteväxling i Washington den 8 och 9 september 1933.

In reply I have the honor to inform you that the provisions set forth in your note are acceptable and that the Government of Sweden concurs with your proposal that your note and this reply constitute an agreement between our two Governments on this subject, the agreement to come into force on the date of this note.

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

ÖSTEN JUNDEN

His Excellency

Monsieur JOHN MOORS CABOT,
*Ambassador Extraordinary and Plenipotentiary
of the United States of America,
etc., etc., etc.*

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