

# United States Treaties and Other International Agreements



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# MULTILATERAL

International Sanitary Regulations: WHO Regulations  
No. 2

*Adopted by the Fourth World Health Assembly at Geneva, May 25, 1951.  
Entered into force October 1, 1952.*

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*WORLD HEALTH ORGANIZATION*

*TECHNICAL REPORT SERIES*

No. 41

# INTERNATIONAL SANITARY REGULATIONS

**World Health Organization Regulations  
No. 2<sup>[1]</sup>**

*Adopted by the  
World Health Assembly  
25 May 1951*

**WORLD HEALTH ORGANIZATION  
PALAIS DES NATIONS  
GENEVA  
1951**

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<sup>[1]</sup> The text printed herein is as certified by the Legal Officer of the World Health Organization, Oct. 17, 1952.

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<sup>1</sup> Not printed.



## INTERNATIONAL SANITARY REGULATIONS

### WHO Regulations No. 2

#### The Fourth World Health Assembly

Considering that one of the principal aims of international co-operation in public health is the eradication of disease; that continued efforts are required to achieve such eradication; that there is a continuing danger of the spread of disease and that international regulations are still necessary to limit the extension of outbreaks of disease;

Recognizing the need to revise and consolidate the provisions of the several International Sanitary Conventions and similar arrangements at present in force by replacing and completing these Conventions and arrangements by a series of International Sanitary Regulations which are more fitted to the several means of international transport and which will more effectively ensure the maximum security against the international spread of disease with the minimum interference with world traffic;

Considering that, by virtue of such replacement, periodical revisions of international measures will be facilitated, taking into account, inter alia, the changing epidemiological situation, the experience gained, and the progress of science and technique;

Having regard to Articles 2(k), 21(a), 22, 23, 33, 62, 63, and 64 of the Constitution of the World Health Organization;

ADOPTS, this twenty-fifth day of May 1951, the following Regulations TIAS 1808.  
62 Stat., pt. 3, pp.  
2681, 2685, 2687, 2692. which are hereinafter referred to as "these Regulations":

#### PART I — DEFINITIONS

##### *Article 1*

For the purposes of these Regulations —

"*Aedes aegypti index*" means the ratio, expressed as a percentage, between the number of habitations in a limited well-defined area in which breeding-places of *Aedes aegypti* are found, and the total number of habitations in that area, all of which have been examined, every dwelling of a single family being considered as a habitation;

"aircraft" means an aircraft making an international voyage;

“*airport*” means an airport designated by the State in whose territory it is situated as an airport of entry or departure for international air traffic;

“*arrival*” of a ship, an aircraft, a train, or a road vehicle means—

(a) in the case of a seagoing vessel, arrival at a port;

(b) in the case of an aircraft, arrival at an airport;

(c) in the case of an inland navigation vessel, arrival either at a port or at a frontier post, as geographical conditions and agreements among the States concerned, under Article 104 or under the laws and regulations in force in the territory of entry, may determine;

(d) in the case of a train or road vehicle, arrival at a frontier post;

“*baggage*” means the personal effects of a traveller or of a member of the crew;

“*crew*” means the personnel of a ship, an aircraft, a train, or a road vehicle who are employed for duties on board;

“*day*” means an interval of twenty-four hours;

“*direct transit area*” means a special area established in connexion with an airport, approved by the health authority concerned and under its direct supervision, for accommodating direct transit traffic and, in particular, for accommodating, in segregation, passengers and crews breaking their air voyage without leaving the airport;

“*Director-General*” means the Director-General of the Organization;

“*epidemic*” means an extension or multiplication of a foyer;

“*first case*” means the first non-imported case of a quarantinable disease in a local area hitherto free from it, or in which it had ceased to occur during the period indicated for each such disease in Article 6;

“*foyer*” means the occurrence of two cases of a quarantinable disease derived from an imported case, or one case derived from a non-imported case; the first case of human yellow fever transmitted by *Aedes aegypti* or any other domiciliary vector of yellow fever shall be considered as a foyer;

“*health administration*” means the governmental authority responsible over the whole of a territory to which these Regulations apply for the implementation of the sanitary measures provided herein;

“*health authority*” means the authority immediately responsible for the application in a local area of the appropriate sanitary measures permitted or prescribed by these Regulations;

“*imported case*” means a case introduced into a territory;

“infected local area” means —

- (a) a local area where there is a foyer of plague, cholera, yellow fever, or smallpox ; or
- (b) a local area where there is an epidemic of typhus or relapsing fever ; or
- (c) a local area where plague infection among rodents exists on land or on craft which are part of the equipment of a port ; or
- (d) a local area or a group of local areas where the existing conditions are those of a yellow-fever endemic zone ;

“infected person” means a person who is suffering from a quarantinable disease, or who is believed to be infected with such a disease ;

“international voyage” means —

- (a) in the case of a ship or an aircraft, a voyage between ports or airports in the territories of more than one State, or a voyage between ports or airports in the territory or territories of the same State if the ship or aircraft has relations with the territory of any other State on its voyage but only as regards those relations ;
- (b) in the case of a person, a voyage involving entry into the territory of a State other than the territory of the State in which that person commences his voyage ;

“isolation”, when applied to a person or group of persons, means the separation of that person or group of persons from other persons, except the health staff on duty, in such a manner as to prevent the spread of infection ;

“local area” means —

- (a) the smallest area within a territory, which may be a port or an airport, having a defined boundary and possessing a health organization which is able to apply the appropriate sanitary measures permitted or prescribed by these Regulations ; the situation of such an area within a larger area which also possesses such a health organization shall not preclude the smaller area from being a local area for the purposes of these Regulations ; or
- (b) an airport in connexion with which a direct transit area has been established ;

“medical examination” includes visit to and inspection of a ship, an aircraft, a train, or a road vehicle, and the preliminary examination of persons on board, but does not include the periodical inspection of a ship to ascertain the need for deratting ;

“Organization” means the World Health Organization ;

“*pilgrim*” means a person making the Pilgrimage, and, in the case of passengers on board a pilgrim ship, includes every person accompanying or travelling with persons making the Pilgrimage;

“*pilgrim ship*” means a ship which—

(a) voyages to or from the Hedjaz during the season of the Pilgrimage; and

(b) carries pilgrims in a proportion of not less than one pilgrim per 100 tons gross;

“*Pilgrimage*” means the pilgrimage to the Holy Places in the Hedjaz;

“*port*” means a seaport or an inland navigation port which is normally frequented by ships;

“*quarantinable diseases*” means plague, cholera, yellow fever, smallpox, typhus, and relapsing fever;

“*relapsing fever*” means louse-borne relapsing fever;

“*sanitary station*” means a port, an airport, or a frontier post at which the sanitary measures provided for in Annex A are applied to pilgrims and which is provided with adequate staff, installations, and equipment for the purpose;

“*season of the Pilgrimage*”, in relation to pilgrim ships, means a period beginning four months before and ending three months after the day of the Haj;

“*ship*” means a seagoing or an inland navigation vessel making an international voyage;

“*ship's surgeon*”, in the case of a pilgrim ship, means a medical practitioner employed on a pilgrim ship as required by Article B 7, or, if there are two or more such medical practitioners so employed, the senior of them;

“*suspect*” means a person who is considered by the health authority as having been exposed to infection by a quarantinable disease and is considered capable of spreading that disease;

“*typhus*” means louse-borne typhus;

“*valid certificate*”, when applied to vaccination, means a certificate conforming with the rules and the model laid down in Appendix 2, 3, or 4;

“*yellow-fever endemic zone*” means an area in which *Aëdes aegypti* or any other domiciliary vector of yellow fever is present but is not obviously responsible for the maintenance of the virus which persists among jungle animals over long periods of time;

“yellow-fever receptive area” means an area in which yellow fever does not exist but where conditions would permit its development if introduced.

## PART II — NOTIFICATIONS AND EPIDEMIOLOGICAL INFORMATION

### *Article 2*

For the application of these Regulations, each State recognizes the right of the Organization to communicate directly with the health administration of its territory or territories. Any notification or information sent by the Organization to the health administration shall be considered as having been sent to the State, and any notification or information sent by the health administration to the Organization shall be considered as having been sent by the State.

### *Article 3*

1. Each health administration shall notify the Organization by telegram within twenty-four hours of its being informed that a local area has become an infected local area.
2. The existence of the disease so notified shall be confirmed as soon as possible by laboratory methods, as far as resources permit, and the result shall be sent immediately to the Organization by telegram.

### *Article 4*

1. Any notification required under paragraph 1 of Article 3, except in the case of rodent plague, shall be promptly supplemented by information as to the source and type of the disease, the number of cases and deaths, the conditions affecting the spread of the disease, and the prophylactic measures taken.
2. In the case of rodent plague, the notification required under paragraph 1 of Article 3 shall be supplemented by monthly reports on the number of rodents examined and the number found infected.

### *Article 5*

1. During an epidemic the notifications and information required under Article 3 and paragraph 1 of Article 4 shall be followed by subsequent communications sent at regular intervals to the Organization.
2. These communications shall be as frequent and as detailed as possible. The number of cases and deaths shall be communicated at least once a

week. The precautions taken to prevent the spread of the disease, in particular the measures which are being applied to prevent the spread of the disease to other territories by ships, aircraft, trains, or road vehicles leaving the infected local area, shall be stated. In the case of plague, the measures taken against rodents shall be specified. In the case of the quarantinable diseases which are transmitted by insect vectors, the measures taken against such vectors shall also be specified.

#### *Article 6*

1. The health administration for a territory in which an infected local area, other than a local area which is part of a yellow-fever endemic zone, is situated shall inform the Organization when that local area is free from infection.
2. An infected local area may be considered as free from infection when all measures of prophylaxis have been taken and maintained to prevent the recurrence of the disease or its spread to other areas, and when —
  - (a) in the case of plague, cholera, smallpox, typhus, or relapsing fever, a period of time equal to twice the incubation period of the disease, as hereinafter provided, has elapsed since the last case identified has died, recovered or been isolated, and infection from that disease has not occurred in any other local area in the vicinity, provided that, in the case of plague with rodent plague also present, the period specified under sub-paragraph (c) of this paragraph has elapsed ;
  - (b) in the case of yellow fever outside a yellow-fever endemic zone, three months have elapsed after the occurrence of the last human case, or one month after the reduction of the *Aëdes aegypti* index to not more than one per cent ;
  - (c) in the case of rodent plague, one month has elapsed after suppression of the epizootic.

#### *Article 7*

Each health administration shall notify the Organization immediately of evidence of the presence of the virus of yellow fever in any part of its territory where it has not previously been recognized, and shall report the extent of the area involved.

#### *Article 8*

1. Each health administration shall notify the Organization of —
  - (a) any change in its requirements as to vaccination for any international voyage ;

- (b) the measures which it has decided to apply to arrivals from an infected local area and the withdrawal of any such measures, indicating the date of application or withdrawal.
2. Any such notification shall be sent by telegram, and whenever possible in advance of any such change or of the application or withdrawal of any such measure.
3. Each health administration shall send to the Organization once a year, at a date to be fixed by the Organization, a recapitulation of its requirements as to vaccination for any international voyage.

*Article 9*

In addition to the notifications and information required under Articles 3 to 8 inclusive, each health administration shall send to the Organization weekly —

- (a) a report by telegram of the number of cases of the quarantinable diseases and deaths therefrom during the previous week in each of its towns and cities adjacent to a port or an airport ;
- (b) a report by airmail of the absence of such cases during the periods referred to in sub-paragraphs (a), (b), and (c) of paragraph 2 of Article 6.

*Article 10*

Any notification and information required under Articles 3 to 9 inclusive shall also be sent by the health administration, on request, to any diplomatic mission or consulate established in the territory for which it is responsible.

*Article 11*

The Organization shall send to all health administrations, as soon as possible and by the means appropriate to the circumstances, all epidemiological and other information which it has received under Articles 3 to 8 inclusive and paragraph (a) of Article 9 as well as information as to the absence of any returns required by Article 9. Communications of an urgent nature shall be sent by telegram or telephone.

*Article 12*

Any telegram sent, or telephone call made, for the purposes of Articles 3 to 8 inclusive and Article 11 shall be given the priority appropriate to the circumstances ; in any case of exceptional urgency, where there is risk of the spread of a quarantinable disease, the priority shall be the highest available under international telecommunication agreements.

*Article 13*

1. Each State shall forward annually to the Organization, in accordance with Article 62 of the Constitution of the Organization, information concerning the occurrence of any case of a quarantinable disease due to or carried by international traffic, as well as on the action taken under these Regulations or bearing upon their application.
2. The Organization shall, on the basis of the information required by paragraph 1 of this Article, of the notifications and reports required by these Regulations, and of any other official information, prepare an annual report on the functioning of these Regulations and on their effect on international traffic.

**PART III — SANITARY ORGANIZATION***Article 14*

1. Each health administration shall as far as practicable ensure that ports and airports in its territory shall have at their disposal an organization and equipment sufficient for the application of the measures provided for in these Regulations.
2. Every port and airport shall be provided with a supply of pure drinking-water.
3. Every airport shall also be provided with an effective system for the removal and safe disposal of excrement, refuse, waste water, condemned food, and other matter dangerous to health.

*Article 15*

There shall be available to as many of the ports in a territory as practicable an organized medical service with adequate staff, equipment, and premises, and in particular facilities for the prompt isolation and care of infected persons, for disinfection, for bacteriological investigation, for the collection and examination of rodents for plague infection, and for any other appropriate measure provided for by these Regulations.

*Article 16*

The health authority for each port shall —

- (a) take all practicable measures to keep rodents in the port installations to a negligible number ;
- (b) make every effort to extend rat-proofing to the port installations.

*Article 17*

1. Each health administration shall ensure that a sufficient number of ports in its territory shall have at their disposal adequate personnel competent to inspect ships for the issue of the Deratting Exemption Certificates referred to in Article 52, and the health administration shall approve such ports for that purpose.
2. The health administration shall designate a number of these approved ports, depending upon the volume and incidence of its international traffic, as having at their disposal the equipment and personnel necessary to derat ships for the issue of the Deratting Certificates referred to in Article 52.

*Article 18*

As soon as it is practicable, and where it is necessary for the accommodation of direct transit traffic, airports shall be provided with direct transit areas.

*Article 19*

1. Each health administration shall designate as sanitary airports a number of the airports in its territory, depending upon the volume of its international traffic.
2. Every sanitary airport shall have at its disposal—
  - (a) an organized medical service with adequate staff, equipment, and premises;
  - (b) facilities for the transport, isolation, and care of infected persons or suspects;
  - (c) facilities for efficient disinfection and disinsecting, for the destruction of rodents, and for any other appropriate measure provided for by these Regulations;
  - (d) a bacteriological laboratory, or facilities for dispatching suspected material to such a laboratory;
  - (e) facilities for vaccination against cholera, yellow fever, and smallpox.

*Article 20*

1. Every port situated in a yellow-fever endemic zone or a yellow-fever receptive area, and the area within the perimeter of every airport so situated, shall be kept free from *Aëdes aegypti* in their larval and adult stages.
2. Any building within a direct transit area provided at any airport situated in a yellow-fever endemic zone or in a yellow-fever receptive area shall be mosquito-proof.

3. Every sanitary airport situated in a yellow-fever endemic zone —
  - (a) shall be provided with mosquito-proof dwellings and have at its disposal mosquito-proof sick quarters for passengers, crews, and airport personnel ;
  - (b) shall be freed from mosquitos by systematically destroying them in their larval and adult stages within the perimeter of the airport, and within a protective area extending for a distance of four hundred metres around that perimeter.
4. For the purposes of this Article, the perimeter of an airport means a line enclosing the area containing the airport buildings and any land or water used or intended to be used for the parking of aircraft.

*Article 21*

1. Each health administration shall send to the Organization —
  - (a) a list of the ports in its territory approved under Article 17 for the issue of —
    - (i) Deratting Exemption Certificates only, and
    - (ii) Deratting Certificates and Deratting Exemption Certificates ;
  - (b) a list of the sanitary airports in its territory ;
  - (c) a list of the airports in its territory provided with direct transit areas.
2. The health administration shall notify the Organization of any change which may occur from time to time in the lists required by paragraph 1 of this Article.
3. The Organization shall send promptly to all health administrations the information received in accordance with this Article.

*Article 22*

Wherever the volume of international traffic is sufficiently important and whenever epidemiological conditions so require, sanitary facilities for the application of the measures provided for in these Regulations shall be provided at frontier posts, on railway lines, on roads and, where sanitary control over inland navigation is carried out at the frontier, on inland waterways.

**PART IV — SANITARY MEASURES AND PROCEDURE****Chapter I — General Provisions***Article 23*

The sanitary measures permitted by these Regulations are the maximum measures applicable to international traffic, which a State may require for the protection of its territory against the quarantinable diseases.

*Article 24*

Sanitary measures and health formalities shall be initiated forthwith, completed without delay, and applied without discrimination.

*Article 25*

1. Disinfection, disinsecting, deratting, and other sanitary operations shall be so carried out as —

- (a) not to cause undue discomfort to any person, or injury to his health ;
- (b) not to produce any deleterious effect on the structure of a ship, an aircraft, or a vehicle, or on its operating equipment ;
- (c) to avoid all risk of fire.

2. In carrying out such operations on goods, baggage, and other articles, every precaution shall be taken to avoid any damage.

*Article 26*

1. A health authority shall, when so requested, issue free of charge to the carrier a certificate specifying the measures applied to a ship, or an aircraft, or a railway carriage, wagon, or road vehicle, the parts thereof treated, the methods employed, and the reasons why the measures have been applied. In the case of an aircraft this information shall, on request, be entered instead in the General Declaration.

2. Similarly, a health authority shall, when so requested, issue free of charge —

- (a) to any traveller a certificate specifying the date of his arrival or departure and the measures applied to him and his baggage ;
- (b) to the consignor, the consignee, and the carrier, or their respective agents, a certificate specifying the measures applied to any goods.

*Article 27*

1. A person under surveillance shall not be isolated and shall be permitted to move about freely. The health authority may require him to report to it, if necessary, at specified intervals during the period of surveillance. Except as limited by the provisions of Article 69, the health authority may also subject such a person to medical investigation and make any inquiries which are necessary for ascertaining his state of health.
2. When a person under surveillance departs for another place, within or without the same territory, he shall inform the health authority, which shall immediately notify the health authority for the place to which the person is proceeding. On arrival the person shall report to that health authority which may apply the measure provided for in paragraph 1 of this Article.

*Article 28*

Except in case of an emergency constituting a grave danger to public health, a ship or an aircraft, which is not infected or suspected of being infected with a quarantinable disease, shall not on account of any other epidemic disease be prevented by the health authority for a port or an airport from discharging or loading cargo or stores, or taking on fuel or water.

*Article 29*

A health authority may take all practicable measures to control the discharge from any ship of sewage and refuse which might contaminate the waters of a port, river, or canal.

**Chapter II — Sanitary Measures on Departure***Article 30*

1. The health authority for a port or an airport or for the local area in which a frontier post is situated may, when it considers it necessary, medically examine any person before his departure on an international voyage. The time and place of this examination shall be arranged to take into account the customs examination and other formalities, so as to facilitate his departure and to avoid delay.
2. The health authority referred to in paragraph 1 of this Article shall take all practicable measures —
  - (a) to prevent the departure of any infected person or suspect ;

- (b) to prevent the introduction on board a ship, an aircraft, a train, or a road vehicle of possible agents of infection or vectors of a quarantinable disease.
3. Notwithstanding the provisions of sub-paragraph (a) of paragraph 2 of this Article, a person on an international voyage who on arrival is placed under surveillance may be allowed to continue his voyage. If he is doing so by air, the health authority for the airport shall record the fact on the General Declaration.

**Chapter III — Sanitary Measures Applicable between Ports  
or Airports of Departure and Arrival**

*Article 31*

No matter capable of causing any epidemic disease shall be thrown or allowed to fall from an aircraft when it is in flight.

*Article 32*

1. No sanitary measure shall be applied by a State to any ship which passes through its territorial waters without calling at a port or on the coast.
2. If for any reason such a call is made, the sanitary laws and regulations in force in the territory may be applied without exceeding, however, the provisions of these Regulations.

*Article 33*

1. No sanitary measure, other than medical examination, shall be applied to a healthy ship, as specified in Part V, which passes through a maritime canal or waterway in the territory of a State on its way to a port in the territory of another State, unless such ship comes from an infected local area or has on board any person coming from an infected local area, within the incubation period of the disease with which the local area is infected.
2. The only measure which may be applied to such a ship coming from such an area or having such a person on board is the stationing on board, if necessary, of a sanitary guard to prevent all unauthorized contact between the ship and the shore, and to supervise the application of Article 29.
3. A health authority shall permit any such ship to take on, under its control, fuel, water, and stores.
4. An infected or suspected ship which passes through a maritime canal or waterway may be treated as if it were calling at a port in the same territory.

*Article 34*

Notwithstanding any provision to the contrary in these Regulations except Article 75, no sanitary measure, other than medical examination, shall be applied to —

- (a) passengers and crew on board a healthy ship from which they do not disembark ;
- (b) passengers and crew from a healthy aircraft who are in transit through a territory and who remain in a direct transit area of an airport of that territory, or, if the airport is not yet provided with such an area, who submit to the measures for segregation prescribed by the health authority in order to prevent the spread of disease ; if such persons are obliged to leave the airport at which they disembark solely in order to continue their voyage from another airport in the vicinity of the first airport, no such measure shall be applied to them if the transfer is made under the control of the health authority or authorities.

**Chapter IV — Sanitary Measures on Arrival***Article 35*

Whenever practicable States shall authorize granting of pratique by radio to a ship or an aircraft when, on the basis of information received from it prior to its arrival, the health authority for the intended port or airport of arrival is of the opinion that its arrival will not result in the introduction or spread of a quarantinable disease.

*Article 36*

1. The health authority for a port, an airport, or a frontier station may subject to medical examination on arrival any ship, aircraft, train, or road vehicle, as well as any person on an international voyage.
2. The further sanitary measures which may be applied to the ship, aircraft, train, or road vehicle shall be determined by the conditions which existed on board during the voyage or which exist at the time of the medical examination, without prejudice, however, to the measures which are permitted by these Regulations to be applied to the ship, aircraft, train, or road vehicle if it arrives from an infected local area.

*Article 37*

The application of the measures provided for in Part V, which depend on arrival from an infected local area, shall be limited to the ship, aircraft, train, road vehicle, person, or article, as the case may be, arriving

from such an area, provided that the health authority for the infected local area is taking all measures necessary for checking the spread of the disease and is applying the measures provided for in paragraph 2 of Article 30.

*Article 38*

On arrival of a ship, an aircraft, a train, or a road vehicle, an infected person on board may be removed and isolated. Such removal shall be compulsory if it is required by the person in charge of the means of transport.

*Article 39*

1. Apart from the provisions of Part V, a health authority may place under surveillance any suspect on an international voyage arriving by whatever means from an infected local area. Such surveillance may be continued until the end of the appropriate period of incubation specified in Part V

2. Except where specifically provided for in these Regulations, isolation shall not be substituted for surveillance unless the health authority considers the risk of transmission of the infection by the suspect to be exceptionally serious.

*Article 40*

Any sanitary measure, other than medical examination, which has been applied at a previous port or airport shall not be repeated at a subsequent port or airport, unless —

- (a) after the departure of a ship or an aircraft from the port or airport where the measures were applied, an incident of epidemiological significance calling for a further application of any such measure has occurred either in that port or airport or on board the ship or aircraft, or
- (b) the health authority for the subsequent port or airport has ascertained on the basis of definite evidence that the individual measure so applied was not substantially effective.

*Article 41*

Subject to Article 79, a ship or an aircraft shall not be prevented for sanitary reasons from calling at any port or airport. If the port or airport is not equipped for applying the sanitary measures which are permitted by these Regulations and which in the opinion of the health authority for the port or airport are required, such ship or aircraft may be ordered to

proceed at its own risk to the nearest suitable port or airport convenient to the ship or aircraft.

#### *Article 42*

An aircraft shall not be considered as having come from an infected local area merely because, on its voyage over infected territory, it has landed at any sanitary airport which is not itself an infected local area.

#### *Article 43*

Any person on board an aircraft which has flown over an infected local area, but has not landed there or has landed there under the conditions laid down in Article 34, shall not be considered as having come from such an area.

#### *Article 44*

1. Except as provided in paragraph 2 of this Article, any ship or aircraft, which is unwilling to submit to the measures required by the health authority for the port or airport in accordance with these Regulations, shall be allowed to depart forthwith, but it shall not during its voyage call at any other port or airport in the same territory. Such a ship or an aircraft shall nevertheless be permitted to take on fuel, water, and stores in quarantine. If, on medical examination, such a ship is found to be healthy, it shall not lose the benefit of Article 33.

2. A ship or an aircraft arriving at a port or an airport situated in a yellow-fever receptive area shall not, in the following circumstances, be allowed to depart and shall be subject to the measures required by the health authority in accordance with these Regulations —

- (a) if the aircraft is infected with yellow fever ;
- (b) if the ship is infected with yellow fever, and *Aëdes aegypti* have been found on board, and the medical examination shows that any infected person has not been isolated in good time.

#### *Article 45*

- 1. If, for reasons beyond the control of the pilot in command, an aircraft lands elsewhere than at an airport, or at an airport other than the airport at which the aircraft was due to land, the pilot in command or other person in charge shall make every effort to communicate with the nearest health authority or any other public authority.
- 2. As soon as the health authority has been informed of the landing it may take such action as is appropriate, but in no case shall it exceed the measures permitted by these Regulations.

3. Subject to paragraph 5 of this Article, and except for the purpose of communicating with any such health or public authority or with the permission of any such authority, no person on board the aircraft shall leave its vicinity and no cargo shall be removed from that vicinity.

4. When any measure required by the health authority has been completed, the aircraft may, so far as sanitary measures are concerned, proceed either to the airport at which it was due to land, or, if for technical reasons it cannot do so, to a conveniently situated airport.

5. The pilot in command or other person in charge may take such emergency measures as may be necessary for the health and safety of passengers and crew.

#### **Chapter V — Measures concerning the International Transport of Goods, Baggage, and Mail**

##### *Article 46*

1. Goods shall be submitted to the sanitary measures provided for in these Regulations only when the health authority has reason to believe that they may have become contaminated by the infection of a quarantinable disease or may serve as a vehicle for the spread of any such disease.

2. Apart from the measures provided for in Article 68, goods, other than live animals, in transit without transhipment shall not be subjected to sanitary measures or detained at any port, airport, or frontier.

##### *Article 47*

Except in the case of an infected person or suspect, baggage may be disinfected or disinsected only in the case of a person carrying infective material or insect vectors of a quarantinable disease.

##### *Article 48*

1. Mail, newspapers, books, and other printed matter shall not be subject to any sanitary measure.

2. Postal parcels may be subject to sanitary measures only if they contain —

(a) any of the foods referred to in paragraph 1 of Article 68 which the health authority has reason to believe comes from a cholera-infected local area ; or

(b) linen, wearing apparel, or bedding, which has been used or soiled and to which the provisions of Part V are applicable.

**PART V — SPECIAL PROVISIONS RELATING TO EACH  
OF THE QUARANTINABLE DISEASES****Chapter I — Plague***Article 49*

For the purposes of these Regulations the incubation period of plague is six days.

*Article 50*

Vaccination against plague shall not be required as a condition of admission of any person to a territory.

*Article 51*

1. Each State shall employ all means in its power to diminish the danger from the spread of plague by rodents and their ectoparasites. Its health administration shall keep itself constantly informed by systematic collection and regular examination of rodents and their ectoparasites of the conditions in any local area, especially any port or airport, infected or suspected of being infected by rodent plague.
2. During the stay of a ship or an aircraft in a port or an airport infected by plague, special care shall be taken to prevent the introduction of rodents on board.

*Article 52*

1. Every ship shall be either —
  - (a) periodically deratted ; or
  - (b) permanently kept in such a condition that the number of rodents on board is negligible.
2. A Deratting Certificate or a Deratting Exemption Certificate shall be issued only by the health authority for a port approved for that purpose under Article 17. Every such certificate shall be valid for six months, but this period may be extended by one month for a ship proceeding to such a port if the deratting or inspection, as the case may be, would be facilitated by the operations due to take place there.
3. Deratting Certificates and Deratting Exemption Certificates shall conform with the model specified in Appendix 1.

4. If a valid certificate is not produced, the health authority for a port approved under Article 17, after inquiry and inspection, may proceed in the following manner —

(a) If the port has been designated under paragraph 2 of Article 17, the health authority may derat the ship or cause the deratting to be done under its direction and control. It shall decide in each case the technique which should be employed to secure the extermination of rodents on the ship. Deratting shall be carried out so as to avoid as far as possible damage to the ship and to any cargo and shall not take longer than is absolutely necessary. Wherever possible deratting shall be done when the holds are empty. In the case of a ship in ballast, it shall be done before loading. When deratting has been satisfactorily completed, the health authority shall issue a Deratting Certificate.

(b) At any port approved under Article 17, the health authority may issue a Deratting Exemption Certificate if it is satisfied that the number of rodents on board is negligible. Such a certificate shall be issued only if the inspection of the ship has been carried out when the holds are empty or when they contain only ballast or other material, unattractive to rodents, of such a nature or so disposed as to make a thorough inspection of the holds possible. A Deratting Exemption Certificate may be issued for an oil-tanker with full holds.

5. If the conditions under which a deratting is carried out are such that, in the opinion of the health authority for the port where the operation was performed, a satisfactory result cannot be obtained, the health authority shall make a note to that effect on the existing Deratting Certificate.

#### *Article 53*

In exceptional circumstances of an epidemiological nature, when the presence of rodents is suspected on board, an aircraft may be deratted.

#### *Article 54*

Before departure on an international voyage from a local area where there is an epidemic of pulmonary plague, every suspect shall be placed in isolation for a period of six days, reckoned from the date of the last exposure to infection.

#### *Article 55*

1. A ship or an aircraft on arrival shall be regarded as infected if —

- (a) it has a case of human plague on board; or
- (b) a plague-infected rodent is found on board.

A ship shall also be regarded as infected if a case of human plague has occurred on board more than six days after embarkation.

2. A ship on arrival shall be regarded as suspected if —
  - (a) it has no case of human plague on board, but such a case has occurred on board within the first six days after embarkation ;
  - (b) there is evidence of an abnormal mortality among rodents on board of which the cause is not yet known.
3. Even when coming from an infected local area or having on board a person coming from an infected local area, a ship or an aircraft on arrival shall be regarded as healthy if, on medical examination, the health authority is satisfied that the conditions specified in paragraphs 1 and 2 of this Article do not exist.

*Article 56*

1. On arrival of an infected or suspected ship or an infected aircraft, the following measures may be applied by the health authority —
  - (a) disinsecting of any suspect and surveillance for a period of not more than six days reckoned from the date of arrival ;
  - (b) disinsecting and, if necessary, disinfection of —
    - (i) any baggage of any infected person or suspect, and
    - (ii) any other article such as used bedding or linen, and any part of the ship or aircraft, which is considered to be contaminated.
2. If there is rodent plague on board a ship it shall be deratted, if necessary in quarantine, in the manner provided for in Article 52 subject to the following provisions —
  - (a) the deratting shall be carried out as soon as the holds have been emptied ;
  - (b) one or more preliminary derattings of a ship with the cargo *in situ*, or during its unloading, may be carried out to prevent the escape of infected rodents ;
  - (c) if the complete destruction of rodents cannot be secured because only part of the cargo is due to be unloaded, a ship shall not be prevented from unloading that part, but the health authority may apply any measures, including placing the ship in quarantine, which it considers necessary to prevent the escape of infected rodents.
3. If a rodent which has died of plague is found on board an aircraft, the aircraft shall be deratted, if necessary in quarantine.

*Article 57*

A ship shall cease to be regarded as infected or suspected, or an aircraft shall cease to be regarded as infected, when the measures required

by the health authority in accordance with Articles 38 and 56 have been effectively carried out, or when the health authority is satisfied that the abnormal mortality among rodents is not due to plague. The ship or aircraft shall thereupon be given free pratique.

*Article 58*

On arrival, a healthy ship or aircraft shall be given free pratique but, if it has come from an infected local area, the health authority may —

- (a) place under surveillance any suspect who disembarks, for a period of not more than six days, reckoned from the date on which the ship or aircraft left the infected local area;
- (b) require the destruction of rodents on board a ship in exceptional cases and for well-founded reasons which shall be communicated in writing to the master.

*Article 59*

If, on arrival of a train or a road vehicle, a case of human plague is discovered, the measures provided for in Article 38 and in paragraph 1 of Article 56 may be applied by the health authority, disinsecting and, if necessary, disinfection being applied to any part of the train or road vehicle which is considered to be contaminated.

## **Chapter II — Cholera**

*Article 60*

For the purposes of these Regulations the incubation period of cholera is five days.

*Article 61*

1. The possession of a valid certificate of vaccination against cholera shall be taken into consideration by a health authority in applying the measures provided for in these Regulations.
2. Any standard for anticholera vaccines in force in the territory where the vaccination is performed shall be accepted by all health administrations.
3. A health authority may apply the following measures to a person on an international voyage who has come from an infected local area within the incubation period —
  - (a) if he is in possession of a valid certificate of vaccination against cholera, he may be placed under surveillance for a period of not more

than five days, reckoned from the date of his departure from the infected local area ;

(b) if he is not in possession of such a certificate, he may be placed in isolation for a like period.

*Article 62*

1. A ship shall be regarded as infected if, on arrival, it has a case of cholera on board, or if a case of cholera has occurred on board during a period of five days before arrival.

2. A ship shall be regarded as suspected if a case of cholera has occurred on board during the voyage, but a fresh case has not occurred during a period of five days before arrival.

3. An aircraft shall be regarded as infected if, on arrival, it has a case of cholera on board. It shall be regarded as suspected if a case of cholera has occurred on board during the voyage but the case has previously been disembarked.

4. Even when coming from an infected local area or having on board a person coming from an infected local area, a ship or an aircraft on arrival shall be regarded as healthy if, on medical examination, the health authority is satisfied that no case of cholera has occurred on board during the voyage.

*Article 63*

1. On arrival of an infected ship or aircraft, the following measures may be applied by the health authority —

(a) for a period of not more than five days, reckoned from the date of disembarkation, surveillance of any passenger or member of the crew who produces a valid certificate of vaccination against cholera, and isolation of all others who disembark ;

(b) disinfection of —

(i) any baggage of any infected person or suspect, and

(ii) any other article such as used bedding or linen, and any part of the ship or aircraft, which is considered to be contaminated ;

(c) disinfection and removal of any water carried on board which is considered to be contaminated, and disinfection of the containers.

2. Human dejecta, waste water including bilge-water, waste matter, and any matter which is considered to be contaminated shall not be discharged or unloaded without previous disinfection. Their safe disposal shall be the responsibility of the health authority.

*Article 64*

1. On arrival of a suspected ship or aircraft, the measures provided for in sub-paragraphs (b) and (c) of paragraph 1 and in paragraph 2 of Article 63 may be applied by the health authority.
2. In addition, but without prejudice to the measure provided for in sub-paragraph (b) of paragraph 3 of Article 61, any passenger or member of the crew who disembarks may be placed under surveillance for a period of not more than five days, reckoned from the date of arrival.

*Article 65*

A ship or an aircraft shall cease to be regarded as infected or suspected when the measures required by the health authority in accordance with Article 38 and with Articles 63 and 64 respectively have been effectively carried out. The ship or aircraft shall thereupon be given free pratique.

*Article 66*

On arrival, a healthy ship or aircraft shall be given free pratique but, if it has come from an infected local area, the health authority may apply to any passenger or member of the crew who disembarks the measures provided for in Article 61.

*Article 67*

If, on arrival of a train or a road vehicle, a case of cholera is discovered, the following measures may be applied by the health authority —

- (a) without prejudice to the measure provided for in sub-paragraph (b) of paragraph 3 of Article 61, surveillance of any suspect for a period of not more than five days, reckoned from the date of arrival ;
- (b) disinfection of —
  - (i) any baggage of the infected person and, if necessary, that of any suspect, and
  - (ii) any other article such as used bedding or linen, and any part of the train or road vehicle, which is considered to be contaminated.

*Article 68*

1. On arrival of an infected or suspected ship or aircraft, of a train or a road vehicle on which a case of cholera has been discovered, or of a ship, an aircraft, a train, or a road vehicle coming from an infected local area, the health authority may prohibit the unloading of, or may remove, any fish, shellfish, fruit or vegetables to be consumed uncooked, or beverages, unless such food or beverages are in sealed containers and the health

authority has no reason to believe that they are contaminated. If any such food or beverage is removed, arrangements shall be made for its safe disposal.

2. If any such food or beverage forms part of the cargo in a hold of a ship or freight compartment of an aircraft, only the health authority for the port or airport at which such food or beverage is to be unloaded may exercise the power to remove it.
3. The pilot in command of an aircraft has the right to require the removal of any such food or beverage.

*Article 69*

1. No person shall be required to submit to rectal swabbing.
2. Only a person on an international voyage, who has come from an infected local area within the incubation period of cholera and who has symptoms indicative of cholera, may be required to submit to stool examination.

**Chapter III — Yellow Fever**

*Article 70*

1. Each yellow-fever endemic zone and yellow-fever receptive area shall be delineated by the Organization in consultation with each of the health administrations concerned, and may be altered similarly from time to time. These delineations shall be notified by the Organization to all health administrations.
2. When a health administration declares to the Organization that, in a local area which is part of a yellow-fever endemic zone, the *Aedes aegypti* index has continuously remained for a period of one year below one per cent., the Organization shall, if it concurs, notify all health administrations that such local area has ceased to form part of the yellow-fever endemic zone.

*Article 71*

For the purposes of these Regulations the incubation period of yellow fever is six days.

*Article 72*

1. Vaccination against yellow fever shall be required of any person leaving an infected local area on an international voyage and proceeding to a yellow-fever receptive area.

2. If such a person is in possession of a certificate of vaccination against yellow fever which is not yet valid, he may nevertheless be permitted to depart, but the provisions of Article 74 may be applied to him on arrival.

3. A person in possession of a valid certificate of vaccination against yellow fever shall not be treated as a suspect, even if he has come from an infected local area.

#### *Article 73*

1. Every person employed at an airport situated in an infected local area, and every member of the crew of an aircraft using any such airport, shall be in possession of a valid certificate of vaccination against yellow fever.

2. Every aircraft leaving an airport situated in an infected local area and bound for a yellow-fever receptive area shall be disinfected under the control of the health authority as near as possible to the time of its departure but in sufficient time to avoid delaying such departure. The States concerned may accept the disinfecting in flight of the parts of the aircraft which can be so disinfected.

3. Every aircraft leaving a local area where *Aedes aegypti* or any other domiciliary vector of yellow fever exists, which is bound for a yellow-fever receptive area already freed from *Aedes aegypti*, shall be similarly disinfected.

#### *Article 74*

A health authority in a yellow-fever receptive area may require a person on an international voyage, who has come from an infected local area and is unable to produce a valid certificate of vaccination against yellow fever, to be isolated until his certificate becomes valid, or until a period of not more than six days reckoned from the date of last possible exposure to infection has elapsed, whichever occurs first.

#### *Article 75*

1. A person coming from an infected local area, who is unable to produce a valid certificate of vaccination against yellow fever and who is due to proceed on an international voyage to an airport in a yellow-fever receptive area at which the means for securing segregation provided for in Article 34 do not yet exist, may, by arrangement between the health administrations for the territories in which the airports concerned are situated, be prevented from proceeding from an airport at which such means are available.

2. The health administrations concerned shall inform the Organization of any such arrangement, and of its termination. The Organization shall immediately send this information to all health administrations.

*Article 76*

1. On arrival, a ship shall be regarded as infected if it has a case of yellow fever on board, or if a case has occurred on board during the voyage. It shall be regarded as suspected if it has left an infected local area less than six days before arrival, or, if arriving within thirty days of leaving such an area, the health authority finds *Aedes aegypti* on board. Any other ship shall be regarded as healthy.
2. On arrival, an aircraft shall be regarded as infected if it has a case of yellow fever on board. It shall be regarded as suspected if the health authority is not satisfied with a disinsecting carried out in accordance with paragraph 2 of Article 73 and it finds live mosquitos on board the aircraft. Any other aircraft shall be regarded as healthy.

*Article 77*

1. On arrival of an infected or suspected ship or aircraft, the following measures may be applied by the health authority —
  - (a) in a yellow-fever receptive area, the measures provided for in Article 74 to any passenger or member of the crew who disembarks and is not in possession of a valid certificate of vaccination against yellow fever ;
  - (b) inspection of the ship or aircraft and destruction of any *Aedes aegypti* on board ; in a yellow-fever receptive area, the ship may, until such measures have been carried out, be required to keep at least four hundred metres from land.
2. The ship or aircraft shall cease to be regarded as infected or suspected when the measures required by the health authority in accordance with Article 38 and with paragraph 1 of this Article have been effectively carried out, and it shall thereupon be given free pratique.

*Article 78*

On arrival of a healthy ship or aircraft coming from an infected local area, the measures provided for in sub-paragraph (b) of paragraph 1 of Article 77 may be applied. The ship or aircraft shall thereupon be given free pratique.

*Article 79*

A State shall not prohibit the landing of an aircraft at any sanitary airport in its territory if the measures provided for in paragraph 2 of Article 73 are applied, but, in a yellow-fever receptive area, aircraft coming

from an infected local area may land only at airports specified by the State for that purpose.

*Article 80*

On arrival of a train or a road vehicle in a yellow-fever receptive area, the following measures may be applied by the health authority—

- (a) isolation, as provided for in Article 74, of any person coming from an infected local area, who is unable to produce a valid certificate of vaccination against yellow fever;
- (b) disinsecting of the train or vehicle if it has come from an infected local area.

*Article 81*

In a yellow-fever receptive area the isolation provided for in Article 38 and in this Chapter shall be in mosquito-proof accommodation.

**Chapter IV — Smallpox**

*Article 82*

For the purposes of these Regulations the incubation period of smallpox is fourteen days.

*Article 83*

1. A health administration may require any person on an international voyage who does not show sufficient evidence of protection by a previous attack of smallpox to possess, on arrival, a certificate of vaccination against smallpox. Any such person who cannot produce such a certificate may be vaccinated; if he refuses to be vaccinated, he may be placed under surveillance for not more than fourteen days, reckoned from the date of his departure from the last territory visited before arrival.
2. A person on an international voyage, who during a period of fourteen days before his arrival has visited an infected local area and who, in the opinion of the health authority, is not sufficiently protected by vaccination or by a previous attack of smallpox, may be required to be vaccinated, or may be placed under surveillance, or may be vaccinated and then placed under surveillance; if he refuses to be vaccinated, he may be isolated. The period of surveillance or isolation shall not be more than fourteen days, reckoned from the date of his departure from the infected local area. A valid certificate of vaccination against smallpox shall be considered as evidence of sufficient protection.

*Article 84*

1. A ship or an aircraft shall be regarded as infected if, on arrival, it has a case of smallpox on board, or if such a case has occurred on board during the voyage.
2. Any other ship or aircraft shall be regarded as healthy, even though there may be suspects on board, but any suspect may on disembarking be subjected to the measures provided for in Article 85.

*Article 85*

1. On arrival of an infected ship or aircraft, the health authority —
  - (a) shall offer vaccination to any person on board who, in its opinion, is not sufficiently protected against smallpox ;
  - (b) may, for a period of not more than fourteen days, reckoned from the last exposure to infection, isolate or place under surveillance any person disembarking, but the health authority shall take into account the previous vaccinations of the person and the possibility of his having been exposed to infection in determining the period of such isolation or surveillance ;
  - (c) shall disinfect —
    - (i) any baggage of any infected person, and
    - (ii) any other baggage or article such as used bedding or linen, and any part of the ship or aircraft, which is considered to be contaminated.
2. A ship or an aircraft shall continue to be regarded as infected until every infected person has been removed and until the measures required by the health authority in accordance with paragraph 1 of this Article have been effectively carried out. The ship or aircraft shall thereupon be given free pratique.

*Article 86*

On arrival, a healthy ship or aircraft, even when it has come from an infected local area, shall be given free pratique.

*Article 87*

If, on arrival of a train or a road vehicle, a case of smallpox is discovered, the infected person shall be removed and the provisions of paragraph 1 of Article 85 shall apply, any period of surveillance or isolation being reckoned from the date of arrival, and disinfection being applied to any part of the train or road vehicle which is considered to be contaminated.

**Chapter V — Typhus***Article 88*

For the purposes of these Regulations the incubation period of typhus is fourteen days.

*Article 89*

Vaccination against typhus shall not be required as a condition of admission of any person to a territory.

*Article 90*

1. On departure from an infected local area, a person on an international voyage, whom the health authority for that area considers is liable to spread typhus, shall be disinfected. The clothes which such person is wearing, his baggage, and any other article likely to spread typhus, shall be disinfected and, if necessary, disinfected.
2. A person on an international voyage, who has left an infected local area within the previous fourteen days, may, if the health authority for the place of arrival considers it necessary, be disinfected and put under surveillance for a period of not more than fourteen days, reckoned from the date of disinfecting. The clothes which such person is wearing, his baggage, and any other article likely to spread typhus may be disinfected and, if necessary, disinfected.

*Article 91*

On arrival, a ship or an aircraft shall be regarded as healthy, even if it has an infected person on board, but Article 38 may be applied, any suspect may be disinfected, and the accommodation occupied by the infected person and by any suspect, together with the clothes they are wearing, their baggage, and any other article likely to spread typhus, may be disinfected and, if necessary, disinfected. The ship or aircraft shall thereupon be given free pratique.

*Article 92*

If, on arrival of a train or a road vehicle, a case of typhus is discovered, the measures provided for in Articles 38 and 91 may be applied by the health authority.

**Chapter VI — Relapsing Fever***Article 93*

For the purposes of these Regulations the incubation period of relapsing fever is eight days.

*Article 94*

Articles 89, 90, 91, and 92 with respect to typhus shall apply to relapsing fever but, if a person is placed under surveillance, the period of such surveillance shall not be more than eight days, reckoned from the date of disinsecting.

**PART VI — SANITARY DOCUMENTS***Article 95*

Bills of health, with or without consular visa, or any certificate, however designated, concerning health conditions of a port or an airport, shall not be required from any ship or aircraft.

*Article 96*

1. The master of a ship, before arrival at its first port of call in a territory, shall ascertain the state of health on board, and he shall, on arrival, complete and deliver to the health authority for that port a Maritime Declaration of Health, which shall be countersigned by the ship's surgeon if one is carried.
2. The master, and the ship's surgeon if one is carried, shall supply any further information required by the health authority as to health conditions on board during the voyage.
3. A Maritime Declaration of Health shall conform with the model specified in Appendix 5.

*Article 97*

1. The pilot in command of an aircraft, on landing at an airport, or his authorized agent, shall complete and deliver to the health authority for that airport a copy of that part of the Aircraft General Declaration which contains the health information specified in Appendix 6.

2. The pilot in command of an aircraft, or his authorized agent, shall supply any further information required by the health authority as to health conditions on board during the voyage.

*Article 98*

1. The certificates specified in Appendices 1, 2, 3, and 4 shall be printed in English and in French. An official language of the territory of issue may be added.
2. The certificates referred to in paragraph 1 of this Article shall be completed in English or in French.

*Article 99*

A vaccination document issued by the Armed Forces to an active member of those Forces shall be accepted in lieu of an international certificate in the form shown in Appendix 2, 3, or 4 if —

- (a) it embodies medical information substantially the same as that required by such form ; and
- (b) it contains a statement in English or in French recording the nature and date of the vaccination and to the effect that it is issued in accordance with this Article.

*Article 100*

No sanitary document, other than those provided for in these Regulations, shall be required in international traffic.

## PART VII — SANITARY CHARGES

*Article 101*

1. No charge shall be made by a health authority for —
  - (a) any medical examination provided for in these Regulations, or any supplementary examination, bacteriological or otherwise, which may be required to ascertain the state of health of the person examined ;
  - (b) any vaccination of a person on arrival and any certificate thereof.
2. Where charges are made for applying the measures provided for in these Regulations, other than the measures referred to in paragraph 1 of this Article, there shall be in each territory only one tariff for such charges and every charge shall —
  - (a) conform with this tariff ;

(b) be moderate and not exceed the actual cost of the service rendered ;  
(c) be levied without distinction as to the nationality, domicile, or residence of the person concerned, or as to the nationality, flag, registry, or ownership of the ship, aircraft, carriage, wagon, or road vehicle. In particular, there shall be no distinction made between national and foreign persons, ships, aircraft, carriages, wagons, or road vehicles.

3. The tariff, and any amendment thereto, shall be published at least ten days in advance of any levy thereunder and notified immediately to the Organization.

## PART VIII — VARIOUS PROVISIONS

### *Article 102*

These Regulations, and in addition Annexes A and B, apply to the Pilgrimage.

### *Article 103*

1. Migrants or seasonal workers, and any ship, aircraft, train, or road vehicle carrying them, may be subjected to additional sanitary measures conforming with the laws and regulations of each State concerned, and with any agreement concluded between any such States.
2. Each State shall notify the Organization of the provisions of any such laws and regulations or agreement.

### *Article 104*

1. Special arrangements may be concluded between two or more States having certain interests in common owing to their health, geographical, social, or economic conditions, in order to make the sanitary measures provided for in these Regulations more effective and less burdensome, and in particular with regard to —

- (a) the direct and rapid exchange of epidemiological information between neighbouring territories ;
- (b) the sanitary measures to be applied to international coastal traffic and to international traffic on inland waterways, including lakes ;
- (c) the sanitary measures to be applied in contiguous territories at their common frontier ;
- (d) the combination of two or more territories into one territory for the purposes of any of the sanitary measures to be applied in accordance with these Regulations ;

- (e) arrangements for carrying infected persons by means of transport specially adapted for the purpose.
2. The arrangements referred to in paragraph 1 of this Article shall not be in conflict with the provisions of these Regulations.
3. States shall inform the Organization of any such arrangement which they may conclude. The Organization shall send immediately to all health administrations information concerning any such arrangement.

## PART IX — FINAL PROVISIONS

### *Article 105*

1. Upon their entry-into-force, these Regulations shall, subject to the provisions of Article 107 and the exceptions hereinafter provided, replace, as between the States bound by these Regulations and as between these States and the Organization, the provisions of the following existing International Sanitary Conventions and similar agreements :

- (a) International Sanitary Convention, signed in Paris, 3 December 1903 ; TS 466.  
35 Stat. 1770.
- (b) Pan American Sanitary Convention, signed in Washington, 14 October 1905 ; TS 518.  
35 Stat. 2094.
- (c) International Sanitary Convention, signed in Paris, 17 January 1912 ; TS 649.  
42 Stat. 1823.
- (d) International Sanitary Convention, signed in Paris, 21 June 1926 ; TS 762.  
45 Stat. 2492.
- (e) International Sanitary Convention for Aerial Navigation, signed at The Hague, 12 April 1933 ; TS 901.  
49 Stat. 3279.
- (f) International Agreement for dispensing with Bills of Health, signed in Paris, 22 December 1934 ;
- (g) International Agreement for dispensing with Consular Visas on Bills of Health, signed in Paris, 22 December 1934 ;
- (h) Convention modifying the International Sanitary Convention of 21 June 1926, signed in Paris, 31 October 1938 ;
- (i) International Sanitary Convention, 1944, modifying the International Sanitary Convention of 21 June 1926, opened for signature in Washington, 15 December 1944 ; TS 991.  
59 Stat. 955.
- (j) International Sanitary Convention for Aerial Navigation, 1944, modifying the International Sanitary Convention of 12 April 1933,

TS 992.  
59 Stat. 991.

opened for signature in Washington, 15 December 1944, except paragraph 2 of Article XVII;

(k) Protocol of 23 April 1946 to prolong the International Sanitary Convention, 1944, signed in Washington;

(l) Protocol of 23 April 1946 to prolong the International Sanitary Convention for Aerial Navigation, 1944, signed in Washington.

TIAS 1551.  
61 Stat. 1115.

TIAS 1552.  
61 Stat. 1122.

TS 714.  
44 Stat. 2031.

2. The Pan American Sanitary Code, signed at Habana, 14 November 1924, remains in force with the exception of Articles 2, 9, 10, 11, 16 to 53 inclusive, 61, and 62, to which the relevant part of paragraph 1 of this Article shall apply.

#### *Article 106*

1. The period provided in execution of Article 22 of the Constitution of the Organization for rejection or reservation shall be nine months from the date of the notification by the Director-General of the adoption of these Regulations by the World Health Assembly.

2. Such period may, by notification to the Director-General, be extended to eighteen months with respect to overseas or other outlying territories for whose international relations the State may be responsible.

3. Any rejection or reservation received by the Director-General after the expiry of the periods referred to in paragraphs 1 or 2 of this Article shall have no effect.

#### *Article 107*

1. If any State makes a reservation to these Regulations, such reservation shall not be valid unless it is accepted by the World Health Assembly, and these Regulations shall not enter into force with respect to that State until such reservation has been accepted by the Assembly or, if the Assembly objects to it on the ground that it substantially detracts from the character and purpose of these Regulations, until it has been withdrawn.

2. A rejection in part of these Regulations shall be considered as a reservation.

3. The World Health Assembly may, as a condition of its acceptance of a reservation, request the State making such reservation to undertake that it will continue to fulfil any obligation or obligations corresponding to the subject-matter of such reservation, which such State has previously accepted under the existing conventions and agreements listed in Article 105.

4. If a State makes a reservation which in the opinion of the World Health Assembly detracts to an insubstantial extent from an obligation

or obligations previously accepted by that State under the existing conventions or agreements listed in Article 105, the Assembly may accept such reservation without requiring as a condition of its acceptance an undertaking of the kind referred to in paragraph 3 of this Article.

5. If the World Health Assembly objects to a reservation, and that reservation is not then withdrawn, these Regulations shall not enter into force with respect to the State which has made such a reservation. Any existing conventions and agreements listed in Article 105 to which such State is already a party consequently remain in force as far as such State is concerned.

#### *Article 108*

A rejection, or the whole or part of any reservation, may at any time be withdrawn by notifying the Director-General.

#### *Article 109*

1. These Regulations shall come into force on the first day of October 1952.
2. Any State which becomes a Member of the Organization after the first day of October 1952 and which is not already a party hereto may notify its rejection of, or any reservation to, these Regulations within a period of three months from the date on which that State becomes a Member of the Organization. Unless rejected, these Regulations shall come into force with respect to that State, subject to the provisions of Article 107, upon the expiry of that period.

#### *Article 110*

1. Any State not a member of the Organization, which is a party to any of the conventions or agreements listed in Article 105, or to which the Director-General has notified the adoption of these Regulations by the World Health Assembly, may become a party hereto by notifying its acceptance to the Director-General and, subject to the provisions of Article 107, such acceptance shall become effective upon the date of coming-into-force of these Regulations, or, if such acceptance is notified after that date, three months after the date of receipt by the Director-General of the notification of acceptance.
2. For the purpose of the application of these Regulations Articles 23, 33, 62, 63, and 64 of the Constitution of the Organization shall apply to any non-Member State which becomes a party to these Regulations.
3. Any non-Member State which has become a party to these Regulations may at any time withdraw from participation in these Regulations, by means of a notification addressed to the Director-General which shall take

effect six months after he has received it. The State which has withdrawn shall, as from that date, resume application of the provisions of any of the conventions or agreements listed in Article 105 to which it was previously a party.

*Article 111*

The Director-General shall notify all Members and Associate Members, and also other parties to any of the conventions and agreements listed in Article 105, of the adoption by the World Health Assembly of these Regulations. The Director-General shall also notify these States as well as any other State, which has become a party to these Regulations, of any additional Regulations amending or supplementing these Regulations, of any notification received by him under Articles 106, 108, 109, and 110 respectively, as well as of any decision taken by the World Health Assembly under Article 107.

*Article 112*

1. Any question or dispute concerning the interpretation or application of these Regulations or of any Regulations supplementary to these Regulations may be referred by any State concerned to the Director-General who shall attempt to settle the question or dispute. If such question or dispute is not thus settled, the Director-General on his own initiative, or at the request of any State concerned, shall refer the question or dispute to the appropriate committee or other organ of the Organization for consideration.
2. Any State concerned shall be entitled to be represented before such committee or other organ.
3. Any such dispute which has not been thus settled may, by written application, be referred by any State concerned to the International Court of Justice for decision.

*Article 113*

1. The English and French texts of these Regulations shall be equally authentic.
2. The original texts of these Regulations shall be deposited in the archives of the Organization. Certified true copies shall be sent by the Director-General to all Members and Associate Members, and also to other parties to the conventions and agreements listed in Article 105. Upon the entry-into-force of these Regulations, certified true copies shall be delivered by the Director-General to the Secretary-General of the United Nations for registration in accordance with Article 102 of the Charter of the United Nations.

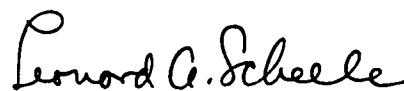
**PART X — TRANSITIONAL PROVISIONS***Article 114*

1. Notwithstanding any provision to the contrary of the existing conventions and agreements, certificates of vaccination conforming with the rules and the models laid down in Appendices 2, 3, and 4 shall be accepted as equivalent to the corresponding certificates provided for in the existing conventions or agreements.
2. Notwithstanding the provisions of paragraph 1 of Article 109, the provisions of this Article shall come into force on the first day of December 1951.
3. The application of this Article shall be limited to any State which, within three months from the date of the notification by the Director-General of the adoption of these Regulations by the World Health Assembly, declares that it does not intend to make any reservation to this Article and to the rules and the models laid down in Appendices 2, 3, and 4.
4. A declaration made under paragraph 3 of this Article may exclude the application of this Article to any one of the Appendices 2, 3, and 4.

*Article 115*

1. A certificate of vaccination issued in accordance with the Convention of 21 June 1926, as amended by the Convention of 15 December 1944, or in accordance with the Convention of 12 April 1933, as amended by the Convention of 15 December 1944, before the entry-into-force of these Regulations shall continue to be valid for the period for which it was previously valid. Moreover, the validity of a certificate of vaccination against yellow fever so issued shall be extended for two years after the date on which it would otherwise have ceased to be valid.
2. A Deratization Certificate or a Deratization Exemption Certificate issued in accordance with Article 28 of the Convention of 21 June 1926, before the entry-into-force of these Regulations, shall continue to be valid for the period for which it was previously valid.

IN FAITH WHEREOF, we have set our hands at Geneva this twenty-fifth day of May 1951.



LEONARD A. SCHEELE

The President of the Fourth World Health Assembly



BROCK CHISHOLM

The Director-General of the World Health Organization

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**APPENDICES**



## Appendix 1

## DERATTING CERTIFICATE (a) — CERTIFICAT DE DÉRATISATION (a)

## DERATTING EXEMPTION CERTIFICATE (a) — CERTIFICAT D'EXEMPTION DE LA DÉRATISATION (a)

*Issued in accordance with Article 52 of the International Sanitary Regulations — délivré conformément à l'article 52 du Règlement Sanitaire International  
(Not to be taken away by Port Authorities.) — (Ce certificat ne doit pas être retiré par les autorités portuaires.)*

PORT OF ..... — PORT DE .....

Date — Date .....

THIS CERTIFICATE records the inspection at { deratting } (a) at this port and on the above date

LE PRÉSENT CERTIFICAT atteste l'inspection et { la dératisation } (a) en ce port et à la date ci-dessus

of the { ship inland navigation vessel } (a)  
du navire  
Au moment de l'inspection (a) les cales étaient chargées de  
of  
de

At the time of deratting (a) the holds were laden with  
Au moment de la dératisation (a) les cales étaient chargées de

tons of cargo  
tonnes de cargaison

COMPARTMENTS (b)	RAT HARBOURAGE — REFUGES A RATS			DERATTING — DÉRATISATION			COMPARTIMENTS (b)
	INDICATIONS TRACES DE RATS (c)	discovered trouvés (d)	treated supprimés (d)	Space (cubic feet) Espaces (mètres cubes)	Quantity used Quantités employées (e)	Rats found dead Rats trouvés mortis (e)	
Holds							Cales
— 1.							— 1.
— 2.							— 2.
— 3.							— 3.
— 4.							— 4.
— 5.							— 5.
— 6.							— 6.
— 7.							— 7.
<i>Shelter deck space</i>							<i>Entrepont charbon</i>
<i>Bunker space</i>							<i>Chaussée, tunnel de l'abri</i>
<i>Engineroom and shaft alley</i>							<i>Peak avant et magasin,</i>
<i>Forepeak and storeroom</i>							<i>Peak arrière et magasin</i>
<i>Aftpeak and storeroom</i>							<i>Caves de sauvetage</i>
<i>Lifeboats</i>							<i>Chambre des canots, T.S.F.</i>
<i>Charts and wireless rooms</i>							<i>Cuisines</i>
<i>Galley</i>							<i>Souche à charbon</i>
<i>Pantry</i>							<i>Chaussée, tunnel de l'abri</i>
<i>Provision storerooms</i>							<i>Peak avant et magasin,</i>
<i>Quarters (crew)</i>							<i>Peak arrière et magasin</i>
<i>Quarters (officers)</i>							<i>Caves de sauvetage</i>
<i>Quarters (cabin passengers)</i>							<i>Chambre des canots, T.S.F.</i>
<i>Quarters (steerage)</i>							<i>Cuisines</i>
Total							Total

(a) Strike out the unnecessary indications. — Broyez les mentions inutiles.

(b) In case any of the compartments enumerated do not exist on the ship or inland navigation vessel, this fact must be mentioned. — Lorsqu'un des compartiments énumérés n'existe pas sur le navire, il convient de mentionner ce fait.

(c) Old or recent evidence of excreta, runs, or gnawings. — Traces anciennes ou récentes d'écretements, de décharges ou de rongements.

RECOMMENDATIONS MADE. — OBSERVATIONS. — In the case of exemption, state here the measures taken for maintaining the ship or inland navigation vessel in such a condition that the number of rats on board is negligible. — Dans le cas d'exemption, indiquer ici les mesures prises pour que le navire soit maintenu dans des conditions telles que le nombre de rats à bord soit négligeable.

(d) None, small, moderate, or large. — Néant, peu, raisonnable ou beaucoup.

(e) State the weight of sulphur or cyanide salts or quantity of I.C.N acid used. — Indiquer les poids de soufre ou de cyanure ou la proportion d'acide cyanhydrique.

(f) Specify whether applied to interior or exterior of hull. — Spécifier si l'application est faite à l'intérieur ou à l'extérieur du navire.

(g) Seal, name, qualification, and signature of the Inspector — Cachet, nom, qualité et signature de l'inspecteur.



## Appendix 2

## Annexe 2

INTERNATIONAL CERTIFICATE OF VACCINATION OR REVACCINATION  
AGAINST CHOLERACERTIFICAT INTERNATIONAL DE VACCINATION OU DE REVACCINATION  
CONTRE LE CHOLÉRA

This is to certify that } ..... date of birth } ..... sex } .....  
 Je soussigné(e) certifie que } né(e) le ..... sexe } .....  
 whose signature follows } .....  
 dont la signature suit } .....

has on the date indicated been vaccinated or revaccinated against cholera.  
 a été vacciné(e) ou revacciné(e) contre le choléra à la date indiquée.

Date	Signature and professional status of vaccinator Signature et qualité professionnelle du vaccinateur	Approved stamp Cachet d'authentification	
1		1	2
2			
3		3	4
4			
5		5	6
6			
7		7	8
8			

The validity of this certificate shall extend for a period of six months, beginning six days after the first injection of the vaccine or, in the event of a revaccination within such period of six months, on the date of that revaccination.

Notwithstanding the above provisions, in the case of a pilgrim, this certificate shall indicate that two injections have been given at an interval of seven days and its validity shall commence from the date of the second injection.

The approved stamp mentioned above must be in a form prescribed by the health administration of the territory in which the vaccination is performed.

Any amendment of this certificate, or erasure, or failure to complete any part of it, may render it invalid.

La validité de ce certificat couvre une période de six mois commençant six jours après la première injection du vaccin ou, dans le cas d'une revaccination au cours de cette période de six mois, le jour de cette revaccination.

Nonobstant les dispositions ci-dessus, dans le cas d'un pèlerin, le présent certificat doit faire mention de deux injections pratiquées à sept jours d'intervalle et sa validité commence le jour de la seconde injection.

Le cachet d'authentification doit être conforme au modèle prescrit par l'administration sanitaire du territoire où la vaccination est effectuée.

Toute correction ou rature sur le certificat ou l'omission d'une quelconque des mentions qu'il comporte peut affecter sa validité.

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## Appendix 3

## Annexe 3

INTERNATIONAL CERTIFICATE OF VACCINATION OR REVACCINATION  
AGAINST YELLOW FEVERCERTIFICAT INTERNATIONAL DE VACCINATION OU DE REVACCINATION  
CONTRE LA FIÈVRE JAUNE

This is to certify that } ..... date of birth } ..... sex }  
 Je soussigné(e) certifie que } ..... né(e) le ..... sexe }

whose signature follows } .....  
 dont la signature suit }

has on the date indicated been vaccinated or revaccinated against yellow fever.  
 a été vacciné(e) ou revacciné(e) contre la fièvre jaune à la date indiquée.

Date	Signature and professional status of vaccinator Signature et qualité professionnelle du vaccinateur	Origin and batch no. of vaccine Origine du vaccin employé et numéro du lot	Official stamp of vaccinating centre Cachet officiel du centre de vaccination	
1			1	2
2				
3			3	4
4				

This certificate is valid only if the vaccine used has been approved by the World Health Organization and if the vaccinating centre has been designated by the health administration for the territory in which that centre is situated.

The validity of this certificate shall extend for a period of six years, beginning ten days after the date of vaccination or, in the event of a revaccination within such period of six years, from the date of that revaccination.

Any amendment of this certificate, or erasure, or failure to complete any part of it, may render it invalid.

Ce certificat n'est valable que si le vaccin employé a été approuvé par l'Organisation Mondiale de la Santé et si le centre de vaccination a été habilité par l'administration sanitaire du territoire dans lequel ce centre est situé.

La validité de ce certificat couvre une période de six ans commençant dix jours après la date de la vaccination ou, dans le cas d'une revaccination au cours de cette période de six ans, le jour de cette revaccination.

Toute correction ou rature sur le certificat ou l'omission d'une quelconque des mentions qu'il comporte peut affecter sa validité.

## Appendix 4

## Annexe 4

INTERNATIONAL CERTIFICATE OF VACCINATION OR REVACCINATION  
AGAINST SMALLPOXCERTIFICAT INTERNATIONAL DE VACCINATION OU DE REVACCINATION  
CONTRE LA VARIOLE

This is to certify that Je soussigné(e) certifie que }..... date of birth né(e) le }..... sex sexe }.....  
 whose signature follows dont la signature suit }.....

has on the date indicated been vaccinated or revaccinated against smallpox.  
 a été vacciné(e) ou revacciné(e) contre la variole à la date indiquée.

Date	Signature and professional status of vaccinator Signature et qualité professionnelle du vaccinateur	Approved stamp Cachet d'authentification	State whether primary vaccination or revaccination; if primary, whether successful Indiquer s'il s'agit d'une primovaccination ou de revaccination; en cas de primovaccination, préciser s'il y a eu prise	
1			1	2
2				
3			3	4
4				

The validity of this certificate shall extend for a period of three years, beginning eight days after the date of a successful primary vaccination or, in the event of a revaccination, on the date of that revaccination.

The approved stamp mentioned above must be in a form prescribed by the health administration of the territory in which the vaccination is performed.

Any amendment of this certificate, or erasure, or failure to complete any part of it, may render it invalid.

La validité de ce certificat couvre une période de trois ans commençant huit jours après la date de la primovaccination effectuée avec succès (prise) ou, dans le cas d'une revaccination, le jour de cette revaccination.

Le cachet d'authentification doit être conforme au modèle prescrit par l'administration sanitaire du territoire où la vaccination est effectuée.

Toute correction ou rature sur le certificat ou l'omission d'une quelconque des mentions qu'il comporte peut affecter sa validité.

**Appendix 5****MARITIME DECLARATION OF HEALTH**

(To be rendered by the masters of ships arriving from ports outside the territory)

Port of ..... Date .....

Name of ship ..... From ..... To .....

Nationality ..... Master's name .....

Net Registered Tonnage .....

Deratting or Deratting Exemption { Certificate ..... Dated .....  
Issued at .....Number of passengers { Cabin ..... Number of crew .....  
Deck .....

List of ports of call from commencement of voyage with dates of departure :

.....  
.....**Health Questions****Answer  
Yes or No**

1. Has there been on board during the voyage \* any case or suspected case of plague, cholera, yellow fever, smallpox, typhus, or relapsing fever ? Give particulars in the Schedule. ....
2. Has plague occurred or been suspected among the rats or mice on board during the voyage,\* or has there been an abnormal mortality among them ? ....
3. Has any person died on board during the voyage \* otherwise than as a result of accident ? Give particulars in Schedule. ....
4. Is there on board or has there been during the voyage \* any case of disease which you suspect to be of an infectious nature ? Give particulars in Schedule. ....
5. Is there any sick person on board now ? Give particulars in Schedule. ....

**Note :** In the absence of a surgeon, the Master should regard the following symptoms as ground for suspecting the existence of disease of an infectious nature : fever accompanied by prostration or persisting for several days, or attended with glandular swelling ; or any acute skin rash or eruption with or without fever ; severe diarrhoea with symptoms of collapse ; jaundice accompanied by fever.

6. Are you aware of any other condition on board which may lead to infection or the spread of disease ? ....

I hereby declare that the particulars and answers to the questions given in this Declaration of Health (including the Schedule) are true and correct to the best of my knowledge and belief.

Signed .....

Master

Countersigned .....

Date ..... Ship's Surgeon

\* If more than four weeks have elapsed since the voyage began, it will suffice to give particulars for the last four weeks.

## Appendix 5 (continued)

#### SCHEDULE F TO THE DECT ABATON

Particulars of every case of illness or death occurring on board

\* State whether recovered : still ill : died.

\*\* State whether still on board : landed at (give name of port); buried at sea.

**Appendix 6****HEALTH PART OF THE AIRCRAFT GENERAL DECLARATION**

to include information on:

- (a) Illness suspected of being of an infectious nature which has occurred on board during the flight.
  - (b) Any other condition on board which may lead to the spread of disease.
  - (c) Details of each disinsecting or sanitary treatment (place, date, time, method) during the flight. If no disinsecting has been carried out during the flight give details of most recent disinsecting.
-

**Annex A****SANITARY CONTROL OF PILGRIM TRAFFIC  
APPROACHING OR LEAVING THE HEDJAZ DURING  
THE SEASON OF THE PILGRIMAGE****PART I — MEASURES APPLYING TO ALL PILGRIMS***Article A 1*

1. The health authority for the port or airport of embarkation, or in the case of transport by land the health authority for the place of departure, shall ensure that every pilgrim before departure shall be in possession of valid certificates of vaccination against cholera and smallpox, irrespective of the local area from which he comes or the health conditions in that area; if he has left a yellow-fever infected local area or a yellow-fever endemic zone within the previous six days, he shall also be in possession of a valid certificate of vaccination against yellow fever.
2. On arrival in the Hedjaz, any pilgrim who is not in possession of the certificates required by paragraph 1 of this Article shall be vaccinated against the disease for which he has no certificate and he shall be given a certificate of such vaccination. If the pilgrim refuses to be so vaccinated, the health authority may place him in isolation until the expiry of the relevant period of incubation, or until arrangements can be made in the meantime for his repatriation. In the case of yellow fever, however, a pilgrim who has not been vaccinated shall be kept in isolation until the end of the period of incubation.

**PART II — PILGRIM SHIPS****Chapter I — Pilgrim Ships Passing through the Suez Canal***Article A 2*

Every pilgrim ship passing through the Suez Canal shall proceed in quarantine.

**Chapter II — Pilgrim Ships Going to the Hedjaz***Article A 3*

1. On arrival of a pilgrim ship at Port Said, any pilgrim who is not in possession of the certificates required by paragraph 1 of Article A 1 shall be vaccinated against the disease for which he has no certificate and he shall be given a certificate of such vaccination.
2. If on medical examination of a pilgrim ship at Port Said no case of a quarantinable disease is discovered, the ship shall be allowed to proceed to the Hedjaz, without calling at any intermediate port, as soon as the provisions of paragraph 1 of this Article have been complied with.

*Article A 4*

Every pilgrim ship going to the Hedjaz otherwise than through the Suez Canal shall proceed to the quarantine station designated by the health authority at Jeddah and shall not disembark pilgrims and their luggage until free pratique has been given.

**Chapter III — Pilgrim Ships Returning from the Hedjaz***Article A 5*

Any pilgrim returning from the Hedjaz who wishes to disembark in Egypt shall travel only in a pilgrim ship which stops either at the sanitary station at El Tor, or at some other sanitary station appointed by the health administration for Egypt.

*Article A 6*

The health administration for Saudi Arabia shall notify every diplomatic mission in its territory immediately there occurs in the Hedjaz during a period beginning two months before the day of the Haj and ending two months after that day a foyer of plague, cholera, yellow fever, or smallpox, or an epidemic of typhus or relapsing fever.

*Article A 7*

1. If there has not occurred in the Hedjaz during the period referred to in Article A 6 a foyer of plague, cholera, yellow fever, or smallpox, or an epidemic of typhus or relapsing fever, any pilgrim ship returning northwards may go from the Hedjaz, without calling at any intermediate port, to Suez, where the pilgrims shall be medically examined.
2. If there has not been a case of a quarantinable disease on board during the voyage, and five days have elapsed, reckoned from the date on which the pilgrim ship left the Hedjaz, the health authority at Suez shall allow it to enter the Suez Canal, even at night. The health authority may allow any such pilgrim ship to enter the Suez Canal less than five days after it left the Hedjaz if the first two pilgrim ships returning from the Hedjaz via El Tor, as well as the aircraft carrying pilgrims who have landed there before the arrival of the second ship, have been found to be free from infection.
3. If there has been a case of plague, cholera, yellow fever, or smallpox on board during the voyage, the pilgrim ship shall go directly to the sanitary station at El Tor.
4. If there has been a case of typhus or relapsing fever on board during the voyage, the pilgrims shall be disembarked at Suez, the pilgrim ship shall be put in quarantine, and the appropriate measures of disinsecting and disinfection shall be taken before it is allowed to continue its voyage.

*Article A 8*

If there has occurred in the Hedjaz during the period referred to in Article A 6 a foyer of plague, cholera, yellow fever, or smallpox, or an epidemic of typhus or relapsing fever, every pilgrim ship intending to pass through the Suez Canal shall go directly to the sanitary station at El Tor.

*Article A 9*

1. On arrival at El Tor of any pilgrim ship to which paragraph 3 of Article A 7, or Article A 8, applies, the health authority for the sanitary station shall apply the following measures —

- (a) if there is a case of plague, cholera, yellow fever, or smallpox on board, every pilgrim shall be disembarked and the suspects submitted to such of the sanitary measures provided for in these Regulations as the health authority considers appropriate ; the pilgrims shall be isolated for a period, reckoned from the date when the last case occurred, of not more than five days for cholera, six days for plague or yellow fever, or fourteen days for smallpox ;
- (b) if there is a case of typhus or relapsing fever on board, every suspect shall be disembarked and he and his baggage shall be disinfected or disinsected ;
- (c) the appropriate measures for deratting, disinsecting, or disinfection of the pilgrim ship shall be taken if necessary.

2. When the measures provided for in this Article have been applied, any pilgrim who is not an infected person shall be allowed to re-embark and the ship allowed to continue its voyage.

*Article A 10*

Every pilgrim ship returning from the Hedjaz and going to a territory on the African coast of the Red Sea shall, without calling at any intermediate port, proceed to such sanitary station as may be appointed by the health administration for that territory.

**PART III — TRANSPORT BY AIR***Article A 11*

- 1. Any aircraft conveying pilgrims returning from the Hedjaz and wishing to land pilgrims in Egypt shall first call either at the sanitary station at El Tor, or at some other sanitary station appointed by the health administration for Egypt.
- 2. No sanitary measures other than those provided for in these Regulations shall apply to other aircraft returning from the Hedjaz.

**PART IV — TRANSPORT BY LAND***Article A 12*

Every pilgrim who wishes to enter Saudi Arabian territory by land shall do so only at a sanitary station appointed by the health administration for Saudi Arabia, where the measures provided for in these Regulations shall be applied.

*Article A 13*

If there has occurred in the Hedjaz during the period referred to in Article A 6 a foyer of plague, cholera, yellow fever, or smallpox, or an epidemic of typhus or relapsing fever, the appropriate health authority for the first area adjoining Saudi Arabia which a pilgrim returning therefrom enters may either isolate him at a sanitary station, or place him under surveillance, as it considers necessary, for not longer than the incubation period of the disease which has occurred.

**PART V — NOTIFICATIONS***Article A 14*

The health administration for Saudi Arabia shall inform the Organization weekly by telegram of the epidemiological conditions prevailing in its territory during a period beginning two months before the day of the Haj and ending two months after that day. This information, which shall take into account the data furnished and the notifications made to that administration by the medical missions accompanying the pilgrims, shall be sent by the Organization to the health administrations of the territories from which the pilgrims come with a view to enabling them to apply the appropriate provisions of these Regulations on the return of the pilgrims.

*Article A 15*

During the season of the Pilgrimage all health administrations concerned shall send periodically and, if necessary, by the most rapid means, to the Organization all sanitary information they may collect concerning the Pilgrimage. They shall also send to the Organization not later than six months after the end of the Pilgrimage an annual report thereon. This information shall be forwarded by the Organization to all health administrations concerned.

**Annex B****STANDARDS OF HYGIENE ON PILGRIM SHIPS  
AND ON AIRCRAFT CARRYING PILGRIMS****PART I — PILGRIM SHIPS***Article B 1*

Only mechanically propelled ships shall be permitted to carry pilgrims.

*Article B 2*

1. Every pilgrim ship shall be able to accommodate the pilgrims on the between-decks.
2. Pilgrims shall not be accommodated on a pilgrim ship on any deck lower than the first between-deck below the water-line.
3. The following space provisions shall be made on a pilgrim ship for each pilgrim, irrespective of age —
  - (a) on the between-decks, in addition to the space provided for the crew, an area of not less than 18 English square feet or 1.672 square metres and a cubic capacity of not less than 108 English cubic feet or 3.058 cubic metres;
  - (b) on the upper deck, a free area of not less than 6 English square feet or 0.557 square metres in addition to the area upon that deck required for the working of the ship or reserved for the crew, or taken up by temporary hospitals, douches, and latrines.
4. The decks above the upper between-decks on a pilgrim ship shall be wooden decks or steel decks covered with wood or any satisfactory insulating material.
5. Satisfactory ventilation shall be provided in every pilgrim ship. The ventilation shall be augmented by mechanical means, at least in the case of decks below the first of the between-decks, and by port-holes in the upper between-decks if the deck is above the water-line.

*Article B 3*

1. Every pilgrim ship shall be provided on deck with screened places supplied at all times, even if the ship is lying at anchor, with sea-water under pressure, in pipes which shall be fitted with taps or douches, in the

proportion of not less than one tap or douche for every 100 pilgrims or fraction of 100 pilgrims.

2. A sufficient number of such places shall be for the exclusive use of women.

*Article B 4*

1. In addition to closet accommodation for the crew, every pilgrim ship shall be provided with latrines, fitted with flushing apparatus or water-taps, in the proportion of not less than three latrines for every 100 pilgrims or fraction of 100 pilgrims; provided that, for existing ships in which it is impracticable to provide that proportion, the health authority for the port of departure may permit the proportion to be not less than two latrines for every 100 pilgrims or fraction of 100 pilgrims.

2. A sufficient number of such latrines shall be for the exclusive use of women.

3. No latrine shall be situated in the hold of a ship or in a between-deck which has no access to an open deck.

*Article B 5*

1. Every pilgrim ship shall be provided with satisfactory hospital accommodation situated on the upper deck unless the health authority for the port of departure considers that some other situation would be equally satisfactory.

2. Such hospital accommodation, including temporary hospitals, shall be of sufficient size, allowing not less than 97 English square feet or 9.012 square metres for every 100 pilgrims or fraction of 100 pilgrims, and so constructed as to provide for the isolation of infected persons or suspects.

3. Separate latrines and drinking-water taps shall be provided exclusively for such accommodation.

*Article B 6*

1. Every pilgrim ship shall carry medicaments and appliances for the treatment of the sick pilgrims, as well as disinfectants and insecticides. The health administration for the territory in which the port of departure is situated shall prescribe the quantities of such substances or articles to be carried.

2. Every pilgrim ship shall be provided with anticholera vaccine, anti-smallpox vaccine, and any other vaccine which may be prescribed by the health administration referred to in paragraph 1 of this Article, and such vaccines and substances shall be stored under suitable conditions.

3. Medical attendance and medicines shall be provided free of charge to pilgrims on a pilgrim ship.

*Article B 7*

1. The crew of every pilgrim ship shall include a properly qualified and registered medical practitioner with experience of maritime health conditions, as well as a nursing attendant, employed for medical service on the ship.
2. If the number of pilgrims on board exceeds 1,000, the crew shall include two such medical practitioners and two nursing attendants.
3. Every such medical practitioner shall be so recognized by the health administration for the territory in which the port of departure is situated.

*Article B 8*

Each State may apply to pilgrim ships embarking pilgrims for the Hedjaz in its ports requirements additional to those prescribed in Articles B 2 to B 7 inclusive, which are minimum requirements, if the additional requirements conform with its national legislation.

*Article B 9*

Each pilgrim on board a pilgrim ship shall keep with him only such light baggage as is essential for the voyage.

*Article B 10*

Every pilgrim shall be in possession of a return ticket or shall have deposited a sum sufficient to pay for the return journey. The sanitary charges which he will normally incur throughout his voyage to and from the Hedjaz shall be included in the price of that ticket or in that sum.

*Article B 11*

1. The master of every pilgrim ship or the agent of the shipping company shall notify the health authority for each port at which pilgrims are due to be embarked for the Hedjaz of the intention to do so at least three days before the ship leaves the port of departure and at least twelve hours before it leaves any subsequent port of call.
2. A similar notification shall be made to the health authority for Jeddah at least three days before the ship leaves that port.
3. Every such notification shall specify the proposed date of departure and the port or ports of the landing of the pilgrims.

*Article B 12*

1. The health authority for a port, on receiving a notification provided for in Article B 11, shall inspect the ship, and may measure it if the master cannot produce a certificate of measurement by another competent authority, or if the inspecting authority has reason to believe that such certificate no longer represents the actual conditions of the ship.
2. The cost of any such inspection and measurement shall be payable by the master.

*Article B 13*

The health authority for a port at which pilgrims are embarked shall not permit the departure of a pilgrim ship until satisfied that—

- (a) the ship carries as part of the crew a properly qualified and registered medical practitioner or practitioners, as well as a nursing attendant or attendants, as provided for in Article B 7, and sufficient medical stores;
- (b) the ship is thoroughly clean and, if necessary, has been disinfected;
- (c) the ship is properly ventilated and provided with awnings of sufficient size and thickness to shelter the decks;
- (d) there is nothing on board which is or may become injurious to the health of the pilgrims or crew;
- (e) there is on board, properly stowed away, in addition to the requirements of other persons on board, sufficient wholesome food for all the pilgrims during the voyage;
- (f) the drinking-water on board is wholesome and sufficient;
- (g) the tanks for the drinking-water on board are properly protected from contamination and so closed that the water can be drawn from them only by means of taps or pumps;
- (h) the ship carries an apparatus capable of distilling not less than five litres of drinking-water per day for each person on board;
- (i) the ship has a proper and sufficient disinfecting chamber;
- (j) the deck allotted to the pilgrims is free from merchandise and unencumbered;
- (k) any appropriate measure provided for in this Annex can be applied on board;
- (l) the master has obtained—
  - (i) a list, countersigned by the health authority for each port at which pilgrims have been embarked, showing the names and sex of the pilgrims embarked there and the maximum number of pilgrims which may be carried on the ship;

(ii) a document giving the name, nationality, and tonnage of the ship, the names of the master and ship's surgeon or surgeons, the exact number of persons embarked, and the port of departure; this document shall include a statement by the health authority for the port of departure, showing whether the maximum number of pilgrims which may be carried has been embarked, and, if not, the additional number of pilgrims the ship is authorized to embark at subsequent ports of call.

*Article B 14*

1. The document referred to in sub-paragraph (ii) of paragraph (l) of Article B 13 shall be countersigned at each port of call by the health authority for that port, which shall enter on such document—
  - (a) the number of pilgrims disembarked or embarked at that port;
  - (b) the sanitary conditions at the port of call.
2. If any such document is altered in any manner during the voyage, the ship may be treated as infected.

*Article B 15*

Pilgrims shall not be permitted to cook food on board a pilgrim ship.

*Article B 16*

During the voyage of a pilgrim ship, the deck allotted to pilgrims shall be kept free from merchandise and unencumbered and reserved for their use at all times, even at night, without charge.

*Article B 17*

The between-decks of a pilgrim ship shall be properly cleansed every day during the voyage at a time when they are not occupied by the pilgrims.

*Article B 18*

Every latrine on a pilgrim ship shall be kept clean and in good working order, and shall be disinfected as frequently as necessary and in no case less than three times daily.

*Article B 19*

1. Not less than five litres of drinking-water shall be provided daily, free of charge, to each pilgrim, irrespective of age.
2. If there is any reason to suspect that the drinking-water on a pilgrim ship may be contaminated, or if there is any doubt as to its quality, it shall

be boiled or sterilized, and it shall be removed from the ship at the first port at which a fresh and wholesome supply can be obtained. The tanks shall be disinfected before being filled with the fresh supply.

*Article B 20*

1. The ship's surgeon shall daily visit the pilgrims on a pilgrim ship during its voyage, give medical attention to them as may be necessary, and satisfy himself that hygienic standards are being observed on board.
2. The ship's surgeon shall, in particular, satisfy himself—
  - (a) that the rations issued to the pilgrims are of good quality and properly prepared and that the quantity is in accordance with the carriage contract;
  - (b) that drinking-water is provided in accordance with paragraph 1 of Article B 19;
  - (c) that the ship is always kept clean, and that the latrines are cleaned and disinfected as required by Article B 18;
  - (d) that the pilgrims' quarters are kept clean;
  - (e) that, in the case of the occurrence of any disease of an infectious nature, the appropriate measures of control, including those of disinfection and disinsecting, have been carried out.
3. If there is any doubt as to the quality of the drinking-water, the ship's surgeon shall draw the attention of the master, in writing, to the provisions of sub-paragraphs (f), (g), and (h) of Article B 13 and paragraph 2 of Article B 19.
4. The ship's surgeon shall keep a day-to-day record, which shall be daily countersigned by the master, of every occurrence on board relating to health, including any preventive measures taken, during the voyage. If so requested by the health authority for any port of call or for the port of destination, such record shall be produced for inspection.

*Article B 21*

The ship's surgeon shall be responsible to the master of a pilgrim ship for all necessary measures of disinfection or disinsecting on board, which shall be carried out under the supervision of the ship's surgeon, and for the measures specified in paragraph 2 of Article B 20.

*Article B 22*

Only the persons charged with the care and nursing of patients suffering from any disease of an infectious nature shall have access to them. Such persons, other than the ship's surgeon, shall not come in contact

with any other persons on board if such contact would be liable to convey the infection.

*Article B 23*

1. If a pilgrim dies during the voyage, the master shall record the fact opposite the name of the pilgrim on the list required by sub-paragraph (i) of paragraph (l) of Article B 13 and he shall also enter in the ship's log the name of the pilgrim, his age, the place whence he came, and the cause or assumed cause of his death.
2. If the pilgrim has died at sea from any disease of an infectious nature, the corpse shall be wrapped in a shroud impregnated with a disinfecting solution and shall be buried at sea.

*Article B 24*

This Annex does not apply to pilgrim ships engaged on short sea voyages, accepted locally as coasting voyages, which shall conform with special requirements agreed between the States concerned.

**PART II — AIRCRAFT***Article B 25*

TIAS 1591.  
61 Stat. 1180.

The provisions of the Convention on International Civil Aviation (Chicago, 1944) and of the Annexes thereto, governing the transport of passengers by air, the application of which may affect the health of such passengers, shall be equally enforced whether an aircraft is carrying pilgrims or other passengers.

*Article B 26*

A health administration may require aircraft carrying pilgrims to land only at airports in its territory designated by it for the disembarking of pilgrims.

**ORGANISATION MONDIALE DE LA SANTÉ**

**SÉRIE DE RAPPORTS TECHNIQUES**

Nº 41

**REGLEMENT SANITAIRE  
INTERNATIONAL**

**Règlement Nº 2  
de l'Organisation Mondiale de la Santé<sup>[1]</sup>**

*Adopté par  
l'Assemblée Mondiale de la Santé  
le 25 mai 1951*

**ORGANISATION MONDIALE DE LA SANTÉ  
PALAIS DES NATIONS  
GENÈVE  
AOUT 1951**

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<sup>[1]</sup> The text printed herein is as certified by the Legal Officer of the World Health Organization, Oct. 17, 1952.

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<sup>1</sup> Not printed.



## RÈGLEMENT SANITAIRE INTERNATIONAL

### Règlement N° 2 de L'OMS

La Quatrième Assemblée Mondiale de la Santé,

Considérant que l'un des buts essentiels de la coopération internationale dans le domaine de la santé publique est la suppression des maladies ; que de longs efforts seront nécessaires avant que ce résultat soit atteint ; que le danger de propagation des maladies transmissibles subsiste et qu'en conséquence une réglementation internationale demeure nécessaire pour limiter l'extension des manifestations épidémiques ;

Reconnaissant la nécessité de reviser et d'unifier les dispositions des diverses conventions sanitaires internationales, ainsi que les arrangements de même nature, actuellement en vigueur, et de remplacer et compléter ces conventions et arrangements par une série de Règlements sanitaires internationaux, mieux adaptés aux divers modes de transport internationaux et permettant d'assurer plus efficacement le maximum de sécurité contre la propagation des maladies d'un pays à un autre, avec un minimum de gêne pour le trafic mondial ;

Considérant que la révision périodique des mesures internationales, fondée notamment sur l'évolution de la situation épidémiologique, l'expérience acquise et les progrès de la science et de la technique, sera ainsi facilitée ;

Vu les articles 2 k), 21 a), 22, 23, 33, 62, 63 et 64 de la Constitution de l'Organisation Mondiale de la Santé,

ADOpte, ce vingt-cinq mai 1951, le Règlement suivant, ci-après dénommé « le présent Règlement ».

#### TITRE I — DÉFINITIONS

##### *Article 1*

Pour l'application du présent Règlement :

« administration sanitaire » désigne l'autorité gouvernementale ayant compétence sur l'ensemble de l'un des territoires auxquels s'applique le présent Règlement, pour y assurer l'exécution des mesures sanitaires qu'il prévoit ;  
« aéronef » désigne un aéronef effectuant un voyage international ;

« *aéroport* » signifie un aéroport désigné comme aéroport d'entrée ou de sortie pour le trafic aérien international, par l'Etat sur le territoire duquel il est situé ;

« *arrivée* » d'un navire, d'un aéronef, d'un train ou d'un véhicule routier signifie :

- a) dans le cas d'un navire de mer, l'arrivée dans un port ;
- b) dans le cas d'un aéronef, l'arrivée dans un aéroport ;
- c) dans le cas d'un navire affecté à la navigation intérieure, l'arrivée soit dans un port, soit à un poste frontière, selon les conditions géographiques et selon les accords conclus entre Etats intéressés, conformément à l'article 104 ou selon les lois et règlements en vigueur dans le territoire d'arrivée ;
- d) dans le cas d'un train ou d'un véhicule routier, l'arrivée à un poste frontière ;

« *autorité sanitaire* » désigne l'autorité directement responsable de l'application, dans une circonscription, des mesures sanitaires appropriées que le présent Règlement permet ou prescrit ;

« *bagages* » désigne les effets personnels d'un voyageur ou d'un membre de l'équipage ;

« *cas importé* » signifie un cas introduit dans un territoire ;

« *certificat valable* », lorsque ce terme s'applique à la vaccination, signifie un certificat conforme aux règles énoncées et aux modèles donnés aux annexes 2, 3 et 4 ;

« *circonscription* » désigne :

- a) la plus petite section d'un territoire, qui peut être un port ou un aéroport, nettement délimitée et possédant une organisation sanitaire apte à prendre les mesures appropriées que le Règlement permet ou prescrit ; aux fins du présent Règlement, une telle section constitue une circonscription, même si elle fait partie d'une unité administrative plus vaste possédant également une organisation sanitaire ; ou
- b) un aéroport disposant d'une zone de transit direct ;

« *circonscription infectée* » désigne :

- a) une circonscription dans laquelle existe un foyer de peste, de choléra, de fièvre jaune ou de variole ; ou
- b) une circonscription dans laquelle existe une épidémie de typhus ou de fièvre récurrente ; ou

c) une circonscription dans laquelle l'existence de la peste est constatée parmi les rongeurs à terre ou à bord d'engins flottants qui font partie de l'installation portuaire ; ou

d) une circonscription ou un groupe de circonscriptions où les conditions sont celles qui caractérisent une zone d'endémicité amarile ;

« *Directeur général* » désigne le Directeur général de l'Organisation ;

« *épidémie* » désigne l'extension d'un foyer ou sa multiplication ;

« *équipage* » désigne le personnel en service sur un navire, aéronef, train ou véhicule routier ;

« *fièvre récurrente* » désigne la fièvre récurrente à poux ;

« *foyer* » signifie l'apparition de deux cas d'une maladie quarantenaire qui résultent d'un cas importé, ou l'apparition d'un cas qui résulte d'un cas non importé. Le premier cas humain de fièvre jaune transmise par *Aëdes aegypti* ou tout autre vecteur domestique de la fièvre jaune doit être considéré comme un foyer ;

« *indice d'Aëdes aegypti* » désigne le rapport, exprimé en pourcentage, entre, d'une part, le nombre d'habitations dans une zone limitée, bien définie, où ont été trouvés des gîtes larvaires d'*Aëdes aegypti* et, d'autre part, le nombre total d'habitations dans cette zone, celles-ci ayant toutes été examinées. Tout local occupé par une seule famille est considéré comme une habitation ;

« *isolement* », lorsque le terme est appliqué à une personne ou à un groupe, désigne la séparation de cette personne ou de ce groupe de toutes autres personnes, à l'exception du personnel sanitaire de service, de façon à éviter la propagation de l'infection ;

« *jour* » désigne un intervalle de vingt-quatre heures ;

« *maladies quarantaines* » désigne la peste, le choléra, la fièvre jaune, la variole, le typhus et la fièvre récurrente ;

« *médecin de bord* », dans le cas d'un navire à pèlerins, désigne le médecin dont l'embarquement est requis aux termes de l'article B 7 ; s'il y a deux médecins ou plus, ce terme désigne le plus élevé en grade ;

« *navire* » désigne un navire de mer ou un navire affecté à la navigation intérieure, qui effectue un voyage international ;

« *navire à pèlerins* » désigne un navire qui :

a) effectue un voyage à destination ou en provenance du Hedjaz pendant la saison du pèlerinage, et

b) transporte des pèlerins en proportion d'au moins un pèlerin par cent tonneaux de jauge brute ;

« *Organisation* » désigne l'Organisation Mondiale de la Santé ;

« *pèlerin* » désigne toute personne qui accomplit le pèlerinage ; en ce qui concerne les passagers d'un navire à pèlerins, ce terme désigne également quiconque accompagne des personnes accomplissant le pèlerinage ou voyage avec elles ;

« *pèlerinage* » désigne le pèlerinage aux lieux saints du Hedjaz ;

« *personne atteinte* » désigne une personne souffrant d'une maladie quarantenaire ou qui est jugée atteinte d'une telle maladie ;

« *port* » désigne un port de mer ou un port de navigation intérieure normalement fréquenté par des navires ;

« *premier cas* » signifie le premier cas non importé d'une maladie quarantenaire survenu dans une circonscription jusqu'alors indemne de cette maladie, ou dans laquelle celle-ci a disparu depuis un laps de temps au moins égal à celui qui est mentionné à l'article 6 ;

« *saison du pèlerinage* », lorsque ce terme s'applique aux navires à pèlerins, désigne une période commençant quatre mois avant et finissant trois mois après le jour du Hadj ;

« *station sanitaire* » désigne un port, un aéroport ou un poste frontière, où les mesures sanitaires prévues à l'annexe A sont appliquées aux pèlerins et qui possède le personnel, les installations et l'équipement requis ;

« *suspect* » désigne une personne que l'autorité sanitaire considère comme ayant été exposée au danger d'infection par une maladie quarantenaire et qu'elle juge susceptible de propager cette maladie ;

« *typhus* » désigne le typhus à poux ;

« *visite médicale* » comprend la visite et l'inspection du navire, aéronef, train ou véhicule routier, ainsi que l'examen préliminaire des personnes se trouvant à bord, mais ne comprend pas l'inspection périodique d'un navire pour déterminer s'il y a lieu de le dératiser ;

« *voyage international* » signifie :

a) dans le cas d'un navire ou d'un aéronef, un voyage entre des ports ou aéroports situés dans les territoires de plus d'un Etat, ou un voyage entre des ports ou aéroports situés dans le ou les territoires d'un même Etat, si ledit navire ou aéronef entre en relations avec le territoire de tout autre Etat au cours de son voyage, mais seulement en ce qui concerne ces relations ;

b) dans le cas d'une personne, un voyage comportant l'entrée sur le territoire d'un Etat, autre que le territoire de l'Etat où ce voyage commence ;

« zone d'endémicité amarile » désigne une région dans laquelle l'*Aedes aegypti* ou tout autre vecteur domestique de la fièvre jaune est présent, mais n'est pas manifestement responsable de la persistance, pendant de longues périodes, du virus chez les animaux de la forêt tropicale ;

« zone de réceptivité amarile » désigne une région dans laquelle la fièvre jaune n'existe pas, mais où elle pourrait se développer si elle y était introduite ;

« zone de transit direct » signifie une zone spéciale, établie dans l'enceinte d'un aéroport ou rattachée à celui-ci, et ce avec l'approbation de l'autorité sanitaire intéressée et sous son contrôle immédiat ; destinée à faciliter le trafic en transit direct, elle permet notamment d'assurer la ségrégation, pendant les arrêts, des voyageurs et des équipages sans qu'ils aient à sortir de l'aéroport.

## TITRE II — NOTIFICATIONS ET RENSEIGNEMENTS ÉPIDÉMIOLOGIQUES

### *Article 2*

Pour l'application du présent Règlement, tout Etat reconnaît à l'Organisation le droit de communiquer directement avec l'administration sanitaire de son ou de ses territoires. Toute notification et tout renseignement envoyés par l'Organisation à l'administration sanitaire sont considérés comme ayant été envoyés à l'Etat dont elle relève, et toute notification et tout renseignement envoyés à l'Organisation par l'administration sanitaire sont considérés comme ayant été envoyés par l'Etat dont elle relève.

### *Article 3*

1. Les administrations sanitaires adressent une notification à l'Organisation, par télégramme et au plus tard dans les vingt-quatre heures, dès qu'elles sont informées qu'une circonscription devient une circonscription infectée.
2. L'existence de la maladie ainsi notifiée est confirmée sans délai par les examens de laboratoire possibles, et les résultats adressés immédiatement par télégramme à l'Organisation.

*Article 4*

1. Sauf s'il s'agit de peste des rongeurs, les notifications prescrites au paragraphe 1 de l'article 3 sont promptement suivies de renseignements complémentaires sur l'origine et la forme de la maladie, le nombre des cas et des décès, les conditions afférentes à l'extension de la maladie, ainsi que les mesures prophylactiques appliquées.
2. S'il s'agit de peste des rongeurs, toute notification prescrite aux termes du paragraphe 1 de l'article 3 est complétée par des rapports mensuels sur le nombre de rongeurs examinés et celui des rongeurs reconnus pestueux.

*Article 5*

1. En cours d'épidémie, les notifications et les renseignements prescrits par l'article 3 et le paragraphe 1 de l'article 4 sont complétés par des communications adressées d'une façon régulière à l'Organisation.
2. Ces communications sont aussi fréquentes et détaillées que possible. Le nombre des cas et des décès est transmis au moins une fois par semaine. Il y a lieu d'indiquer les précautions prises pour combattre l'extension de la maladie, en particulier les mesures adoptées pour éviter qu'elle se propage à d'autres territoires par des navires, aéronefs, trains ou véhicules routiers quittant la circonscription infectée. En cas de peste, les mesures prises contre les rongeurs sont spécifiées. S'il s'agit de maladies quarantaines transmises par des insectes vecteurs, les mesures prises contre ceux-ci sont également spécifiées.

*Article 6*

1. L'administration sanitaire d'un territoire dans lequel est située une circonscription infectée, autre qu'une circonscription qui fait partie d'une zone d'endémicité amarile, avise l'Organisation dès que cette circonscription redevient indemne.
2. Une circonscription infectée peut être considérée comme redevenue indemne quand toutes les mesures de prophylaxie ont été prises et maintenues pour prévenir la réapparition de la maladie ou son extension possible à d'autres circonscriptions et quand :
  - a) en cas de peste, choléra, variole, typhus et fièvre récurrente, il s'est écoulé, après le décès, la guérison ou l'isolement du dernier cas constaté, un laps de temps égal au double de la période d'incubation, telle que déterminée dans le présent Règlement, et qu'aucune circonscription située à proximité n'a été atteinte de la maladie ; toutefois, en cas de peste, s'il existe également de la peste chez les rongeurs, il faut, en outre, que le délai fixé à la lettre c) du présent paragraphe se soit écoulé ;

b) en cas de fièvre jaune hors d'une zone d'endémicité amarile, il s'est écoulé trois mois depuis le dernier cas chez l'homme ou un mois depuis que l'indice d'*Aëdes aegypti* s'est trouvé ramené à un pour cent ou moins ;

c) en cas de peste chez les rongeurs, il s'est écoulé un mois après la suppression de l'épidémie.

#### *Article 7*

Les administrations sanitaires notifient immédiatement à l'Organisation les faits établissant la présence du virus amaril dans une partie de leur territoire où il n'avait pas été encore décelé et signalent l'étendue de la zone atteinte.

#### *Article 8*

1. Les administrations sanitaires notifient à l'Organisation :

a) toute modification de leurs exigences relatives aux vaccinations requises pour les voyages internationaux ;

b) les mesures qu'elles ont décidé d'appliquer aux provenances d'une circonscription infectée ainsi que le retrait de ces mesures, en indiquant la date d'entrée en vigueur ou celle du retrait.

2. Ces notifications sont faites par télégramme et, quand cela est possible, avant que prenne effet la modification ou que les mesures entrent en vigueur ou soient rapportées.

3. Les administrations sanitaires font parvenir une fois par an à l'Organisation, et ce à une date fixée par cette dernière, une liste récapitulative de leurs exigences relatives aux vaccinations requises pour les voyages internationaux.

#### *Article 9*

En plus des notifications et des renseignements visés aux articles 3 à 8, les administrations sanitaires communiquent chaque semaine à l'Organisation :

a) un rapport par télégramme sur le nombre de cas de maladies quarantaines et de décès dus à ces maladies qui ont été enregistrés au cours de la semaine précédente dans chaque ville attenante à un port ou à un aéroport ;

b) un rapport par poste aérienne signalant l'absence de cas de ces maladies pendant les périodes visées aux lettres a), b) et c) du paragraphe 2 de l'article 6.

*Article 10*

Les notifications et les renseignements visés aux articles 3 à 9 sont également communiqués, sur demande, par l'administration sanitaire aux missions diplomatiques et consulats établis sur le territoire de sa compétence.

*Article 11*

L'Organisation envoie à toutes les administrations sanitaires, aussitôt que possible et par les voies appropriées à chaque cas, tous les renseignements épidémiologiques ou autres qu'elle a reçus en application des articles 3 à 8 et du paragraphe *a*) de l'article 9. Elle signale également l'absence des renseignements prescrits par l'article 9. Les communications de nature urgente sont envoyées par télégramme ou par téléphone.

*Article 12*

Tout télégramme ou appel téléphonique émis en vertu des articles 3 à 8 et de l'article 11 bénéficie de la priorité que commandent les circonstances. Les communications émises en cas d'urgence exceptionnelle, lorsqu'il y a danger de propagation d'une maladie quarantenaire, sont faites avec la priorité la plus élevée accordée à ces communications par les arrangements internationaux des télécommunications.

*Article 13*

1. Tout Etat transmet une fois l'an à l'Organisation, conformément à l'article 62 de la Constitution de l'Organisation, des renseignements concernant l'apparition éventuelle de tout cas de maladie quarantenaire provoqué par le trafic international ou observé dans celui-ci, ainsi que les décisions prises en vertu du présent Règlement et celles touchant à son application.
2. L'Organisation, sur la base des renseignements requis par le paragraphe 1 du présent article, des notifications et rapports prescrits par le présent Règlement et de toute autre information officielle, prépare un rapport annuel concernant l'application du présent Règlement et ses effets sur le trafic international.

**TITRE III — ORGANISATION SANITAIRE***Article 14*

1. Dans toute la mesure du possible, les administrations sanitaires font en sorte que les ports et les aéroports de leur territoire soient pourvus

d'une organisation et d'un outillage suffisants pour permettre l'application des mesures prévues au présent Règlement.

2. Tout port ou aéroport doit être pourvu d'un service d'eau potable.
3. Tout aéroport ouvert au trafic international doit disposer d'un système efficace pour évacuer et rendre inoffensifs les ordures, déchets et eaux usées, ainsi que pour disposer, après traitement, des denrées alimentaires et autres matières reconnues dangereuses pour la santé publique.

#### *Article 15*

Le plus grand nombre possible de ports d'un territoire donné doit pouvoir disposer d'un service médical comportant le personnel, le matériel et les locaux nécessaires et, en particulier, les moyens pour isoler et traiter rapidement les personnes atteintes, procéder à des désinfections, à des examens bactériologiques, à la capture et à l'examen des rongeurs pour la recherche de l'infection pesteuse et, enfin, appliquer toutes autres mesures appropriées prévues au présent Règlement.

#### *Article 16*

L'autorité sanitaire du port :

- a) prend toutes mesures utiles pour que, dans les installations portuaires, le nombre des rongeurs demeure négligeable ;
- b) fait tous efforts pour mettre à l'abri des rats les installations portuaires.

#### *Article 17*

1. Les administrations sanitaires prennent les dispositions voulues pour qu'un nombre suffisant de ports de leur territoire puissent disposer du personnel compétent nécessaire pour l'inspection des navires en vue de la délivrance des certificats d'exemption de la dératification visés à l'article 52, et elles doivent agréer les ports remplissant ces conditions.

2. Compte tenu de l'importance du trafic international de leur territoire ainsi que de la répartition de ce trafic, les administrations sanitaires désignent, parmi les ports agréés conformément au paragraphe 1 du présent article, ceux qui, pourvus de l'outillage et du personnel nécessaires à la dératification des navires, ont compétence pour délivrer les certificats de dératification visés à l'article 52.

#### *Article 18*

Lorsque le trafic en transit l'exige, les aéroports seront pourvus, le plus tôt possible, de zones de transit direct.

*Article 19*

1. Les administrations sanitaires désignent comme aéroports sanitaires un certain nombre d'aéroports de leur territoire, correspondant à l'importance du trafic international de ce territoire.
2. Tout aéroport sanitaire doit disposer :
  - a) d'une organisation médicale comportant le personnel, le matériel et les locaux nécessaires ;
  - b) des moyens voulus pour transporter, isoler et traiter les personnes atteintes ou les suspects ;
  - c) des installations nécessaires pour une désinfection et une désinsectisation efficaces, pour la destruction des rongeurs, ainsi que pour l'application de toute autre mesure appropriée prévue au présent Règlement ;
  - d) d'un laboratoire bactériologique ou des moyens voulus pour l'envoi des matières suspectes à un tel laboratoire ;
  - e) d'un service de vaccination contre le choléra, la fièvre jaune et la variole.

*Article 20*

1. Tout port situé dans une zone d'endémicité amarile ou de réceptivité amarile, de même que la superficie comprise dans le périmètre de tout aéroport ainsi situé, sont maintenus exempts d'*Aedes aegypti* à l'état larvaire ou à l'état adulte.
2. Tous les locaux situés dans une zone de transit direct établie dans un aéroport se trouvant dans une zone d'endémicité ou de réceptivité amariles sont mis à l'abri des moustiques.
3. Tout aéroport sanitaire situé dans une zone d'endémicité amarile est :
  - a) à l'usage des passagers, des équipages et du personnel de l'aéroport, pourvu de locaux de séjour et dispose de locaux d'hospitalisation mis, les uns et les autres, à l'abri des moustiques ;
  - b) maintenu exempt de moustiques, par la destruction systématique des larves et des insectes adultes à l'intérieur du périmètre de l'aéroport et dans une zone de protection de quatre cents mètres autour de ce périmètre.
4. Aux fins du présent article, le périmètre d'un aéroport désigne la ligne qui circonscrit la zone où se trouvent les bâtiments de l'aéroport et le terrain ou plan d'eau servant ou destiné à servir au stationnement des aéronefs.

*Article 21*

1. Toute administration sanitaire adresse à l'Organisation :
  - a) une liste des ports de son territoire qui sont agréés conformément à l'article 17 en vue de la délivrance :
    - i) de certificats d'exemption de la dératisation seulement, et
    - ii) de certificats de dératisation et de certificats d'exemption de la dératisation ;
  - b) une liste des aéroports sanitaires de son territoire ;
  - c) une liste des aéroports de son territoire qui sont pourvus d'une zone de transit direct.
2. Les administrations sanitaires notifient à l'Organisation toute modification ultérieure des listes visées au paragraphe 1 du présent article.
3. L'Organisation communique sans retard à toutes les administrations sanitaires les renseignements qu'elle reçoit conformément aux dispositions du présent article.

*Article 22*

Là où l'importance du trafic international le justifie et lorsque la situation épidémiologique l'exige, les postes frontières des voies ferrées et des routes sont pourvus d'installations sanitaires pour l'application des mesures prévues par le présent Règlement. Il en est de même des postes frontières desservant des voies d'eau intérieures là où le contrôle sur les navires de navigation intérieure s'effectue à la frontière.

**TITRE IV — MESURES ET FORMALITÉS SANITAIRES****Chapitre I — Dispositions générales***Article 23*

Les mesures sanitaires permises par le présent Règlement constituent le maximum de ce qu'un Etat peut exiger à l'égard du trafic international pour la protection de son territoire contre les maladies quarantaines.

*Article 24*

Les mesures et les formalités sanitaires doivent être commencées immédiatement, terminées sans retard injustifié et appliquées sans qu'il soit fait aucune discrimination.

*Article 25*

1. La désinfection, la désinsectisation, la dératisation et toutes autres opérations sanitaires sont exécutées de manière :
  - a) à éviter toute gêne inutile et à ne causer aucun préjudice à la santé des personnes ;
  - b) à ne causer aucun dommage à la structure du navire, aéronef ou autre véhicule ou à leurs appareils de bord ;
  - c) à éviter tout risque d'incendie.
2. En exécutant ces opérations sur les marchandises, bagages et autres objets, les précautions voulues sont prises pour éviter tout dommage.

*Article 26*

1. Sur demande, l'autorité sanitaire délivre gratuitement au transporteur un certificat indiquant les mesures appliquées à tout navire, aéronef, voiture de chemin de fer, wagon ou véhicule routier, les parties du véhicule qui ont été traitées, les méthodes employées, ainsi que les raisons qui ont motivé l'application des mesures. Dans le cas d'un aéronef, le certificat est remplacé, sur demande, par une inscription dans la Déclaration générale d'aéronef.
2. De même, l'autorité sanitaire délivre sur demande et gratuitement :
  - a) à tout voyageur un certificat indiquant la date de son arrivée ou de son départ et les mesures appliquées à sa personne ainsi qu'à ses bagages ;
  - b) au chargeur ou expéditeur, au réceptionnaire et au transporteur, ou à leurs agents respectifs, un certificat indiquant les mesures appliquées aux marchandises.

*Article 27*

1. Les personnes soumises à la surveillance ne sont pas isolées et restent libres de se déplacer. Pendant la période de surveillance, l'autorité sanitaire peut inviter ces personnes à se présenter devant elle, si besoin est, à des intervalles déterminés. Compte tenu des restrictions visées à l'article 69, l'autorité sanitaire peut aussi soumettre ces personnes à un examen médical et recueillir les renseignements voulus pour constater leur état de santé.
2. Lorsque les personnes soumises à la surveillance se rendent dans un autre lieu, situé à l'intérieur ou en dehors du même territoire, elles sont tenues d'en informer l'autorité sanitaire qui notifie immédiatement le déplacement à l'autorité sanitaire du lieu où se rendent ces personnes, qui, dès

leur arrivée, doivent se présenter à cette autorité. Celle-ci peut également les soumettre aux mesures visées au paragraphe 1 ci-dessus.

#### *Article 28*

Sauf en cas d'urgence compor tant un danger grave pour la sant  publique, l'autorit  sanitaire d'un port ou d'un a roport ne doit pas, en raison d'une autre maladie epid mique, emp cher un navire ou un a ronef, qui n'est pas infect  ou suspect d' tre infect  d'une maladie quarant naire, de d charger ou de charger des marchandises ou des approvisionn ments ou de prendre ´ bord du combustible ou des carburants, de l'eau potable, des vivres de consommation et des approvisionn ments.

#### *Article 29*

L'autorit  sanitaire peut prendre toutes mesures pratiques pour emp cher un navire de d verser, dans les eaux d'un port, d'une riv re ou d'un canal, des eaux et mat ires us es susceptibles de les polluer.

### **Chapitre II — Mesures sanitaires au d part**

#### *Article 30*

1. Avant le d part d'une personne effectuant un voyage international, l'autorit  sanitaire du port, de l'a roport ou de la circonscription dans laquelle est situ  le poste fronti re peut, lorsqu'elle l'estime n cessaire, proc der ´ une visite m dicale de cette personne. Le moment et le lieu de cette visite sont fix s en tenant compte des formalit s douani res et autres et de mani re ´ ne pas entraver ni retarder le d part.
2. L'autorit  sanitaire vis e au paragraphe 1 du pr sent article prend toutes les mesures possibles pour :
  - a) emp cher l'embarquement des personnes atteintes ou des suspects ;
  - b) ´viter que ne s'introduisent, ´ bord d'un navire, a ronef, train ou v hicule routier, des agents possibles d'infection, ainsi que des vecteurs de toute maladie quarant naire.
3. Nonobstant les dispositions de la lettre a) du paragraphe 2 du pr sent article, une personne effectuant un voyage international et qui, ´ son arriv e, est mise en surveillance peut  tre autoris e ´ continuer son voyage. Si elle emprunte la voie a rienne, l'autorit  sanitaire de l'a roport mentionne la mise sous surveillance dans la D claration g n rale de l'a ronef.

**Chapitre III — Mesures sanitaires applicables durant le trajet  
entre les ports ou aéroports de départ et d'arrivée**

*Article 31*

Il est interdit de jeter ou de laisser tomber d'un aéronef en cours de vol toute matière susceptible de propager une maladie épidémique.

*Article 32*

1. Aucune mesure sanitaire n'est imposée par un Etat aux navires qui traversent ses eaux territoriales sans faire escale dans un port ou sur la côte.
2. Dans le cas où, pour un motif quelconque, le navire fait escale, les lois et règlements sanitaires en vigueur dans le territoire lui sont applicables sans toutefois que les dispositions du présent Règlement soient outrepassées.

*Article 33*

1. Aucune mesure sanitaire, autre que la visite médicale, n'est prise à l'égard d'un navire indemne, tel que défini au Titre V, empruntant un canal ou une autre voie maritime situés dans le territoire d'un Etat, pour se rendre dans un port situé dans le territoire d'un autre Etat. Cette disposition ne concerne pas les navires provenant d'une circonscription infectée ou ayant à bord une personne en provenance d'une telle circonscription, tant que n'est pas écoulée la période d'incubation de la maladie dont la circonscription est infectée.
2. La seule mesure applicable à un navire indemne se trouvant dans l'un ou l'autre de ces cas est, au besoin, la mise en faction, à bord, d'une garde sanitaire pour empêcher tout contact non autorisé entre le navire et la côte et veiller à l'application des dispositions de l'article 29.
3. L'autorité sanitaire permet à un navire se trouvant dans l'un des cas visés ci-dessus d'embarquer, sous son contrôle, du combustible ou des carburants, de l'eau potable, des vivres de consommation et des approvisionnements.
4. Lors de leur passage par un canal ou par une autre voie maritime, les navires infectés ou suspects peuvent être traités comme s'ils faisaient escale dans un port du territoire dans lequel est situé le canal ou la voie maritime.

*Article 34*

Nonobstant toute disposition contraire du présent Règlement, exception faite de l'article 75, aucune mesure sanitaire, autre que la visite médicale, n'est imposée aux passagers et membres de l'équipage :

- a) se trouvant sur un navire indemne, qui ne quittent pas le bord ;

b) en transit, se trouvant à bord d'un aéronef indemne, s'ils ne franchissent pas les limites de la zone de transit direct d'un aéroport du territoire à travers lequel le transit s'effectue ou si, en attendant l'établissement d'une telle zone dans l'aéroport, ils se soumettent aux mesures de ségrégation prescrites par l'autorité sanitaire pour empêcher la propagation des maladies. Dans le cas où une personne se trouvant dans les conditions prévues ci-dessus est obligée de quitter l'aéroport où elle a débarqué, et ce dans le seul but de poursuivre son voyage à partir d'un autre aéroport situé à proximité, elle continue à jouir de l'exemption prévue ci-dessus si son transfert a lieu sous le contrôle de l'autorité ou des autorités sanitaires.

#### **Chapitre IV — Mesures sanitaires à l'arrivée**

##### *Article 35*

Les Etats doivent, autant que faire se peut, accorder la libre pratique par radio à un navire ou à un aéronef lorsque, se basant sur les renseignements qu'il fournit avant son arrivée, l'autorité sanitaire du port ou de l'aéroport vers lequel il se dirige estime qu'il n'apportera pas une maladie quarantenaire ou n'en favorisera pas la propagation.

##### *Article 36*

1. L'autorité sanitaire d'un port, d'un aéroport ou d'un poste frontière peut soumettre à la visite médicale à l'arrivée tout navire, aéronef, train ou véhicule routier, ainsi que toute personne effectuant un voyage international.
2. Les mesures sanitaires supplémentaires applicables à un navire, aéronef, train ou véhicule routier sont déterminées par les conditions ayant existé à bord pendant le voyage ou y existant au moment de la visite médicale, sans préjudice, toutefois, des mesures que le présent Règlement permet d'appliquer à un navire, aéronef, train ou véhicule routier provenant d'une circonscription infectée.

##### *Article 37*

L'application de celles des mesures prévues au Titre V qui dépendent du fait qu'un navire, un aéronef, un train, un véhicule routier, une personne ou des objets proviennent d'une circonscription infectée sera limitée aux provenances effectives de cette circonscription. Cette limitation est subordonnée à la condition que l'autorité sanitaire de la circonscription infectée prenne toutes les mesures nécessaires pour empêcher la propagation de la maladie et applique les mesures visées au paragraphe 2 de l'article 30.

*Article 38*

A l'arrivée d'un navire, aéronef, train ou véhicule routier, toute personne atteinte peut être débarquée et isolée. Le débarquement est obligatoire s'il est requis par la personne responsable du moyen de transport.

*Article 39*

1. Outre l'application des dispositions du Titre V, l'autorité sanitaire peut soumettre à la surveillance tout suspect qui, au cours d'un voyage international, arrive, par quelque moyen que ce soit, en provenance d'une circonscription infectée ; cette surveillance peut être maintenue jusqu'à la fin de la période d'incubation, telle que déterminée dans le Titre V.
2. Sauf dans les cas expressément prévus au présent Règlement, l'isolement ne remplace la surveillance que si l'autorité sanitaire considère comme exceptionnellement sérieux le danger de transmission de l'infection par le suspect.

*Article 40*

Les mesures sanitaires, autres que la visite médicale, prises dans un port ou un aéroport, ne sont renouvelées dans aucun des ports ou aéroports ultérieurement touchés par le navire ou l'aéronef, à moins que :

- a) après le départ du port ou de l'aéroport où les mesures ont été appliquées, il ne se soit produit, dans ce port ou aéroport, ou à bord du navire ou de l'aéronef, un fait de caractère épidémiologique susceptible d'entraîner une nouvelle application de ces mesures ;
- b) l'autorité sanitaire de l'un des ports ou aéroports subséquents n'ait pu s'assurer que les mesures prises n'avaient pas été appliquées d'une manière vraiment efficace.

*Article 41*

Sous réserve des dispositions de l'article 79, les navires ou aéronefs ne peuvent, pour des motifs sanitaires, se voir refuser l'accès d'un port ou d'un aéroport. Toutefois, si le port ou l'aéroport n'est pas outillé pour appliquer telles mesures sanitaires permises par le présent Règlement que l'autorité sanitaire du port ou de l'aéroport estime nécessaires, ces navires ou aéronefs peuvent être mis dans l'obligation de se rendre à leurs risques au port ou à l'aéroport qualifié le plus proche qui leur convient le mieux.

*Article 42*

Un aéronef n'est pas considéré comme provenant d'une circonscription infectée du seul fait que, lors de son passage au-dessus d'un territoire

infecté, il a atterri dans un ou des aéroports sanitaires n'étant pas eux-mêmes des circonscriptions infectées.

#### Article 43

Toute personne qui, à bord d'un aéronef, a survolé une circonscription infectée, mais n'y a pas atterri ou y a atterri dans les conditions définies à l'article 34, n'est pas considérée comme étant en provenance de cette circonscription infectée.

#### Article 44

1. Sauf dans les cas prévus au paragraphe 2 ci-dessous, tout navire ou aéronef qui, à l'arrivée, refuse de se soumettre aux mesures prescrites, en application du présent Règlement, par l'autorité sanitaire du port ou de l'aéroport, est libre de poursuivre immédiatement son voyage ; il ne peut, dans ce cas, au cours de ce voyage, faire escale dans aucun autre port ou aéroport du même territoire. A la condition qu'il demeure en quarantaine, ce navire ou aéronef est néanmoins autorisé à prendre à bord du combustible ou des carburants, de l'eau potable, des vivres de consommation et des approvisionnements. Si, après visite médicale, ce navire est reconnu indemne, il conserve le bénéfice des dispositions de l'article 33.

2. Toutefois, sont soumis, par l'autorité sanitaire du port ou de l'aéroport, aux mesures prescrites en application du présent Règlement et ne sont pas libres de poursuivre immédiatement leur voyage, dans le cas où ils arrivent dans un port ou un aéroport d'une zone de réceptivité amarile :

- a) les aéronefs infectés de fièvre jaune ;
- b) les navires infectés de fièvre jaune, si des *Aëdes aegypti* ont été décelés à bord et si la visite médicale démontre qu'une personne atteinte n'a pas été isolée en temps opportun.

#### Article 45

1. Si, pour des raisons indépendantes de la volonté de son commandant, un aéronef atterrit ailleurs que dans un aéroport ou dans un aéroport autre que celui où il devait normalement atterrir, le commandant de l'aéronef, ou son délégué, s'efforce de notifier aussitôt l'atterrissement à l'autorité sanitaire la plus proche ou à toute autre autorité publique.

2. Dès que l'autorité sanitaire est avisée de cet atterrissage, elle peut prendre les dispositions appropriées, sans outrepasser, en aucun cas, les mesures permises par le présent Règlement.

3. Sous réserve des dispositions du paragraphe 5 ci-dessous, les personnes qui se trouvaient à bord ne peuvent, sauf pour entrer en communication

avec l'autorité sanitaire ou toute autre autorité publique, ou avec la permission de celles-ci, quitter le voisinage du lieu d'atterrissement, et les marchandises ne peuvent pas être éloignées de ce voisinage.

4. Lorsque les mesures éventuellement prescrites par l'autorité sanitaire ont été exécutées, l'aéronef est admis, du point de vue sanitaire, à se diriger vers l'aéroport où il devait normalement atterrir ou, si des raisons techniques s'y opposent, vers un aéroport qui lui convient mieux.

5. En cas d'urgence, le commandant de l'aéronef, ou son délégué, prend toutes mesures que nécessitent la santé et la sécurité des passagers et de l'équipage.

#### **Chapitre V — Mesures concernant le transport international des marchandises, des bagages et du courrier**

##### *Article 46*

1. Les marchandises ne sont soumises aux mesures sanitaires prévues au présent Règlement que si l'autorité sanitaire a des raisons de croire qu'elles peuvent avoir été contaminées par des germes d'une des maladies quarantaines ou abriter des vecteurs d'une de ces maladies.

2. Sous réserve des mesures prévues à l'article 68, les marchandises, autres que les animaux vivants, qui passent en transit sans transbordement, ne sont soumises à aucune mesure sanitaire ni retenues aux ports, aéroports ou stations frontières.

##### *Article 47*

Sauf dans le cas d'une personne atteinte ou d'un suspect, les bagages ne peuvent être désinfectés ou désinsectisés que s'ils appartiennent à une personne qui transporte des objets contaminés ou sur laquelle sont trouvés des insectes vecteurs d'une maladie quarantaine.

##### *Article 48*

1. Aucune mesure sanitaire n'est prise à l'égard du courrier, des journaux, livres et autres imprimés.

2. Les colis postaux ne sont soumis à des mesures sanitaires que s'ils contiennent :

- a) des aliments visés au paragraphe 1 de l'article 68 que l'autorité sanitaire a des raisons de croire contaminés du fait de leur provenance d'une circonscription infectée de choléra ;
- b) du linge, des vêtements et de la literie ayant servi ou qui sont souillés et auxquels sont applicables les dispositions du Titre V.

**TITRE V — DISPOSITIONS PROPRES A CHACUNE  
DES MALADIES QUARANTENAIRES****Chapitre I — Peste***Article 49*

Aux fins du présent Règlement, la période d'incubation de la peste est fixée à six jours.

*Article 50*

La vaccination contre la peste ne constitue pas une condition mise à l'admission d'une personne dans un territoire.

*Article 51*

1. Les Etats emploient tous les moyens en leur pouvoir pour diminuer le danger de propagation de la peste par les rongeurs et leurs ectoparasites. Leurs administrations sanitaires se tiennent constamment renseignées, par la collecte systématique et l'examen régulier des rongeurs et de leurs ectoparasites, sur la situation existant dans les circonscriptions — les ports et aéroports notamment — infectées de peste des rongeurs ou suspectes de l'être.

2. Pendant le séjour d'un navire ou aéronef dans un port ou aéroport infectés de peste, des mesures spéciales sont prises pour éviter que des rongeurs ne pénètrent à bord.

*Article 52*

1. Les navires sont :

- a) périodiquement dératisés, ou
- b) maintenus de façon permanente dans des conditions telles que le nombre de rongeurs à bord soit négligeable.

2. Les certificats de dératisation et les certificats d'exemption de la dératisation sont délivrés exclusivement par les autorités sanitaires des ports agréés à cette fin aux termes de l'article 17. La durée de validité de ces certificats est de six mois. Toutefois, cette durée peut être prolongée d'un mois pour les navires se dirigeant vers un port ainsi agréé, s'il est prévu que les opérations de dératisation ou l'inspection, selon le cas, peuvent s'y effectuer dans de meilleures conditions.

3. Les certificats de dératisation et les certificats d'exemption de la dératisation sont conformes au modèle donné à l'annexe 1.

4. Si aucun certificat valable ne lui est présenté, l'autorité sanitaire d'un port agréé aux termes de l'article 17 peut, après enquête et inspection :

- a) dans le cas d'un port de la catégorie visée au paragraphe 2 de l'article 17, dératiser elle-même le navire ou faire effectuer cette opération sous sa direction et son contrôle: Elle décide, dans chaque cas, de la technique à employer pour assurer la destruction des rongeurs sur le navire. La dératisation s'effectue de manière à éviter, autant que possible, tout dommage au navire et à la cargaison ; elle ne doit pas durer plus du temps strictement nécessaire pour sa bonne exécution. L'opération a lieu, autant que faire se peut, en cales vides. Pour les navires sur lest, elle s'effectue avant chargement. Quand la dératisation a été exécutée à sa satisfaction, l'autorité sanitaire délivre un certificat de dératisation.
- b) dans tout port agréé aux termes de l'article 17, délivrer un certificat d'exemption de la dératisation si l'autorité sanitaire s'est rendu compte que le nombre de rongeurs à bord est négligeable. Ce certificat n'est délivré que si l'inspection du navire a été faite en cales vides, ou encore si celles-ci ne contiennent que du lest ou des objets non susceptibles d'attirer les rongeurs et dont la nature ou l'arrimage permettent l'inspection complète des cales. Les pétroliers dont les citernes sont pleines peuvent recevoir le certificat d'exemption de la dératisation.

5. Si l'autorité sanitaire du port où la dératisation a eu lieu estime que les conditions dans lesquelles cette opération a été effectuée n'ont pas permis d'obtenir un résultat satisfaisant, elle mentionne le fait sur le certificat de dératisation existant.

#### *Article 53*

Dans des circonstances épidémiologiques exceptionnelles, quand la présence de rongeurs est soupçonnée à bord, un aéronef peut être dératisé.

#### *Article 54*

Avant leur départ d'une circonscription où existe une épidémie de peste pulmonaire, les suspects effectuant un voyage international doivent être soumis à l'isolement pendant une période de six jours à compter de leur dernière exposition à l'infection.

#### *Article 55*

1. Un navire ou aéronef est considéré à l'arrivée comme infecté :
  - a) s'il y a un cas de peste humaine à bord ; ou
  - b) si un rongeur infecté de peste est trouvé à bord.

Un navire est considéré également comme infecté si un cas de peste humaine s'est déclaré plus de six jours après l'embarquement.

2. Un navire est considéré à l'arrivée comme suspect :

- a) si, bien qu'il n'y ait pas de peste humaine à bord, un cas s'était déclaré dans les six jours après l'embarquement ; ou
- b) s'il s'est manifesté parmi les rongeurs à bord une mortalité insolite de cause non encore déterminée.

3. Bien que provenant d'une circonscription infectée ou ayant à bord une personne en provenance d'une circonscription infectée, un navire ou aéronef est à l'arrivée considéré comme indemne si, à la visite médicale, l'autorité sanitaire a pu s'assurer que les conditions prévues aux paragraphes 1 et 2 du présent article n'existent pas.

*Article 56*

1. A l'arrivée d'un navire infecté ou suspect, ou d'un aéronef infecté, l'autorité sanitaire peut appliquer les mesures suivantes :

- a) désinsectisation et surveillance des suspects, la surveillance ne devant pas durer plus de six jours à compter de l'arrivée ;
- b) désinsectisation et, au besoin, désinfection :
  - i) des bagages des personnes atteintes ou des suspects ;
  - ii) de tout autre objet, tel que literie et linge ayant servi, et de toute partie du navire ou de l'aéronef, qui sont considérés comme contaminés.

2. En cas de peste murine à bord, le navire est dératisé, si besoin est, en quarantaine, conformément aux stipulations de l'article 52 sous réserve des dispositions suivantes :

- a) les opérations de dératisation ont lieu dès que les cales sont vidées ;
- b) en vue d'empêcher les rongeurs infectés de quitter le bord, il peut être procédé à une ou plusieurs dératisations préliminaires du navire qui peuvent être prescrites avant ou pendant le déchargement de la cargaison ;
- c) si, du fait qu'une partie seulement de la cargaison d'un navire doit être déchargée, la destruction complète des rongeurs ne peut pas être assurée, le navire est autorisé à décharger cette partie de la cargaison, sous réserve pour l'autorité sanitaire d'appliquer les mesures jugées par elle nécessaires et qui peuvent comprendre la mise du navire en quarantaine afin d'empêcher les rongeurs infectés de quitter le bord.

3. Si un rongeur mort de peste est trouvé à bord d'un aéronef, l'aéronef est dératisé, si besoin est en quarantaine.

*Article 57*

Un navire cesse d'être considéré comme infecté ou suspect et un aéronef cesse d'être considéré comme infecté quand les mesures prescrites par l'autorité sanitaire, conformément aux dispositions des articles 38 et 56, ont été dûment exécutées ou lorsque l'autorité sanitaire a pu s'assurer que la mortalité insolite parmi les rongeurs n'est pas due à la peste. Le navire ou l'aéronef est dès lors admis à la libre pratique.

*Article 58*

A l'arrivée, un navire ou aéronef indemne est admis à la libre pratique ; toutefois, s'il provient d'une circonscription infectée, l'autorité sanitaire peut :

- a) soumettre tout suspect quittant le bord à la surveillance pendant une période qui ne doit pas dépasser six jours à compter de la date à laquelle le navire ou aéronef a quitté la circonscription infectée ;
- b) ordonner la destruction des rongeurs à bord du navire dans des cas exceptionnels et pour des motifs bien fondés qui sont communiqués par écrit au capitaine du navire.

*Article 59*

Si un cas de peste humaine est constaté à l'arrivée d'un train ou d'un véhicule routier, l'autorité sanitaire peut appliquer les mesures prévues à l'article 38 et au paragraphe 1 de l'article 56, étant entendu que les mesures de désinsectisation et, si besoin est, de désinfection sont appliquées à telles parties du train ou du véhicule routier qui sont considérées comme contaminées.

**Chapitre II — Choléra***Article 60*

Aux fins du présent Règlement, la période d'incubation du choléra est fixée à cinq jours.

*Article 61*

1. Dans l'application des mesures prévues au présent Règlement, les autorités sanitaires tiennent compte de la présentation d'un certificat valable de vaccination contre le choléra.
2. Les étalons de vaccins anticholériques en vigueur dans les territoires où les vaccinations sont effectuées sont reconnus valables par toutes les administrations sanitaires.

3. Lorsqu'une personne effectuant un voyage international arrive, pendant la période d'incubation, d'une circonscription infectée, l'autorité sanitaire peut appliquer les mesures suivantes :

- a) si cette personne est munie d'un certificat valable de vaccination contre le choléra, elle peut être soumise à la surveillance pendant une période qui ne peut dépasser cinq jours à compter de la date de départ de la circonscription infectée ;
- b) si cette personne n'est pas munie dudit certificat, elle peut être isolée pendant une période de même durée que ci-dessus.

#### *Article 62*

1. Un navire est considéré comme infecté si, à l'arrivée, il y a un cas de choléra à bord, ou si un tel cas s'est déclaré à bord pendant les cinq jours précédant l'arrivée.

2. Un navire est considéré comme suspect s'il y a eu un cas de choléra à bord pendant le voyage, pourvu qu'aucun cas nouveau ne se soit déclaré pendant les cinq jours précédant l'arrivée.

3. Un aéronef est considéré comme infecté si, à l'arrivée, il y a un cas de choléra à bord. Il est considéré comme suspect si, un cas de choléra s'étant déclaré à bord pendant le voyage, la personne atteinte a été débarquée à une escale antérieure.

4. Bien que provenant d'une circonscription infectée ou ayant à bord une personne en provenance d'une circonscription infectée, un navire ou aéronef est considéré à l'arrivée comme indemne si, à la visite médicale, l'autorité sanitaire a pu s'assurer qu'il n'y a pas eu de choléra à bord pendant le voyage.

#### *Article 63*

1. A l'arrivée d'un navire ou aéronef infecté, l'autorité sanitaire peut appliquer les mesures suivantes :

- a) pendant cinq jours au plus à compter de la date du débarquement, surveillance des passagers ou membres de l'équipage munis d'un certificat valable de vaccination contre le choléra et isolement de toutes autres personnes quittant le bord ;
- b) désinfection :
  - i) des bagages des personnes atteintes ou des suspects ;
  - ii) de tout autre objet, tel que literie et linge ayant servi, et de toute partie du navire ou de l'aéronef, qui sont considérés comme contaminés ;
- c) désinfection et évacuation des réserves d'eau du bord qui sont considérées comme contaminées, et désinfection des réservoirs.

2. Il est interdit de laisser s'écouler, de verser ou de jeter des déjections humaines, des eaux, y compris les eaux de cale, et des matières résiduaires, ainsi que toute matière considérée comme contaminée, si ce n'est après désinfection préalable. L'autorité sanitaire est responsable de la bonne exécution de toute évacuation de cette nature.

*Article 64*

1. A l'arrivée d'un navire ou aéronef suspect, les mesures prescrites aux lettres *b*) et *c*) du paragraphe 1 ainsi qu'au paragraphe 2 de l'article 63 peuvent lui être appliquées par l'autorité sanitaire.

2. En outre, et sans préjudice des mesures visées à la lettre *b*) du paragraphe 3 de l'article 61, les passagers ou membres de l'équipage quittant le bord peuvent être soumis à une surveillance pendant cinq jours au plus à compter de la date d'arrivée.

*Article 65*

Le navire ou aéronef cesse d'être considéré comme infecté ou suspect quand les mesures prescrites par l'autorité sanitaire, conformément à l'article 38 et aux articles 63 et 64 selon le cas, ont été dûment exécutées. Le navire ou l'aéronef est dès lors admis à la libre pratique.

*Article 66*

A l'arrivée, un navire ou aéronef indemne est admis à la libre pratique. Toutefois, s'il provient d'une circonscription infectée, l'autorité sanitaire peut appliquer aux passagers et aux membres de l'équipage quittant le bord les mesures prescrites par l'article 61.

*Article 67*

Si, à l'arrivée d'un train ou d'un véhicule routier, un cas de choléra est constaté, l'autorité sanitaire peut appliquer les mesures suivantes :

*a)* sans préjudice des mesures visées à la lettre *b*) du paragraphe 3 de l'article 61, surveillance des suspects pendant cinq jours au plus à compter de la date d'arrivée ;

*b)* désinfection :

i) des bagages de la personne atteinte et, au besoin, des bagages de tout suspect ;

ii) de tout autre objet, tel que literie ou linge ayant servi, et de toute partie du train ou du véhicule routier, qui sont considérés comme contaminés.

*Article 68*

1. A l'arrivée d'un navire ou aéronef infecté ou suspect ou d'un train ou véhicule routier à bord desquels un cas de choléra a été constaté, ou encore d'un navire, aéronef, train ou véhicule routier en provenance d'une circonscription infectée, l'autorité sanitaire peut interdire le déchargement ou faire procéder à l'enlèvement de tout poisson, crustacé, coquillage, fruit ou légume destiné à être consommé cru ou de boissons, à moins que ces produits alimentaires ou ces boissons ne soient contenus dans des récipients hermétiquement scellés et que l'autorité sanitaire n'ait pas lieu de les considérer comme contaminés. S'il est procédé à l'enlèvement de ces aliments ou boissons, des dispositions sont prises pour éviter tout danger de contamination.
2. Dans le cas où ces aliments ou boissons font partie d'une cargaison transportée dans la cale d'un navire ou dans le compartiment d'un aéronef réservé au fret, seule l'autorité sanitaire du port ou de l'aéroport où doit avoir lieu le déchargement peut faire procéder à leur enlèvement.
3. Le commandant d'un aéronef a toujours le droit d'exiger l'enlèvement de ces aliments ou boissons.

*Article 69*

1. Nul ne peut être astreint à un prélèvement rectal.
2. Seule une personne effectuant un voyage international et qui, arrivant, pendant la période d'incubation du choléra, d'une circonscription infectée, présente des symptômes qui permettent de soupçonner cette maladie, peut être astreinte à un examen de selles.

**Chapitre III — Fièvre jaune***Article 70*

1. Les zones d'endémicité amarile et les zones de réceptivité amarile sont délimitées par l'Organisation en consultation avec chacune des administrations sanitaires intéressées. Par la suite, elles peuvent être modifiées de la même manière. Ces délimitations sont notifiées par l'Organisation à toutes les administrations sanitaires.
2. Lorsqu'une administration sanitaire déclare à l'Organisation que, dans une circonscription qui fait partie d'une zone d'endémicité amarile, l'indice d'*Aedes aegypti* est resté constamment au-dessous de un pour cent pendant un an, l'Organisation, si elle est d'accord avec cette administration, notifie à toutes les administrations sanitaires que cette circonscription a cessé de faire partie de cette zone d'endémicité amarile.

*Article 71*

Aux fins du présent Règlement, la période d'incubation de la fièvre jaune est fixée à six jours.

*Article 72*

1. La vaccination contre la fièvre jaune est exigée de toute personne effectuant un voyage international et quittant une circonscription infectée à destination d'une zone de réceptivité amarile.
2. Lorsqu'une telle personne est munie d'un certificat de vaccination anti-amarile non encore valable, elle peut cependant être autorisée à partir, mais les dispositions de l'article 74 peuvent lui être appliquées à l'arrivée.
3. Une personne en possession d'un certificat valable de vaccination contre la fièvre jaune n'est pas traitée comme un suspect, même si elle provient d'une circonscription infectée.

*Article 73*

1. La possession d'un certificat valable de vaccination contre la fièvre jaune est obligatoire pour le personnel de tout aéroport situé dans une circonscription infectée, ainsi que pour tout membre de l'équipage d'un aéronef qui utilise cet aéroport.
2. Les aéronefs partant d'un aéroport situé dans une circonscription infectée et se rendant dans une zone de réceptivité amarile sont désinsectisés sous le contrôle de l'autorité sanitaire le plus tard possible avant le départ, sans toutefois retarder celui-ci. Les Etats intéressés peuvent accepter la désinsectisation en cours de vol des parties de l'aéronef susceptibles d'être ainsi traitées.
3. Il en est de même des aéronefs en provenance d'une circonscription où existe l'*Aëdes aegypti* ou tout autre vecteur domestique de la fièvre jaune et qui se rendent dans une zone de réceptivité amarile déjà exempte d'*Aëdes aegypti*.

*Article 74*

Dans une zone de réceptivité amarile, l'autorité sanitaire peut exiger l'isolement d'une personne effectuant un voyage international, qui provient d'une circonscription infectée et n'est pas munie d'un certificat valable de vaccination contre la fièvre jaune, et ce jusqu'à ce que le certificat devienne valable ou que six jours au plus se soient écoulés à compter de la dernière date à laquelle la personne a pu être exposée à l'infection ; la période la plus courte est retenue.

*Article 75*

1. Toute personne provenant d'une circonscription infectée, qui n'est pas munie d'un certificat valable de vaccination contre la fièvre jaune et qui, au cours d'un voyage international, doit passer par un aéroport situé dans une zone de réceptivité amarile ne disposant pas encore des moyens d'assurer la ségrégation, telle qu'elle est prévue à l'article 34, peut être retenue dans un aéroport où existent ces moyens si les administrations sanitaires des territoires où sont situés lesdits aéroports ont conclu un accord à cet effet.
2. Les administrations sanitaires intéressées informent l'Organisation lorsqu'un accord de cette nature entre en vigueur ou prend fin. L'Organisation communique immédiatement ce renseignement à toutes les autres administrations sanitaires.

*Article 76*

1. A l'arrivée, un navire est considéré comme infecté s'il y a un cas de fièvre jaune à bord, ou si un tel cas s'est déclaré à bord pendant le voyage. Il est considéré comme suspect si, moins de six jours avant l'arrivée, il a quitté une circonscription infectée, ou s'il arrive dans les trente jours suivant son départ d'une telle circonscription et que l'autorité sanitaire constate la présence d'*Aedes aegypti* à son bord. Tout autre navire est considéré comme indemne.
2. A l'arrivée, un aéronef est considéré comme infecté s'il a un cas de fièvre jaune à bord. Il est considéré comme suspect si l'autorité sanitaire n'est pas satisfaite de la désinsectisation effectuée conformément au paragraphe 2 de l'article 73 et si elle constate l'existence de moustiques vivants à bord de l'aéronef. Tout autre aéronef est considéré comme indemne.

*Article 77*

1. A l'arrivée d'un navire ou aéronef infecté ou suspect, l'autorité sanitaire peut :
  - a) dans une zone de réceptivité amarile, appliquer à l'égard de tout passager ou membre de l'équipage quittant le bord sans être muni d'un certificat valable de vaccination contre la fièvre jaune, les mesures visées à l'article 77; 74;
  - b) procéder à l'inspection du navire ou de l'aéronef et à la destruction totale des *Aedes aegypti*. Dans une zone de réceptivité amarile, il peut en outre être exigé que le navire, jusqu'à exécution de ces mesures, reste à quatre cents mètres au moins de la terre.

2. Le navire ou aéronef cesse d'être considéré comme infecté ou suspect quand les mesures prescrites par l'autorité sanitaire, conformément à l'article 38 et au paragraphe 1 du présent article, ont été dûment exécutées. Le navire ou l'aéronef est dès lors admis à la libre pratique.

*Article 78*

A l'arrivée d'un navire ou aéronef indemne provenant d'une circonscription infectée, les mesures visées à la lettre b) du paragraphe 1 de l'article 77 peuvent lui être appliquées. Le navire ou l'aéronef est dès lors admis à la libre pratique.

*Article 79*

Les Etats ne peuvent pas interdire aux aéronefs l'atterrissement sur leurs aéroports sanitaires, si les mesures visées au paragraphe 2 de l'article 73 sont appliquées. Dans une zone de réceptivité amarile, l'Etat peut toutefois désigner un ou plusieurs aéroports déterminés comme étant les seuls où peuvent atterrir les aéronefs en provenance d'une circonscription infectée.

*Article 80*

A l'arrivée dans une zone de réceptivité amarile d'un train ou d'un véhicule routier, l'autorité sanitaire peut appliquer les mesures suivantes :

- a) isolement, suivant les dispositions de l'article 74, de toute personne provenant d'une circonscription infectée sans être munie d'un certificat valable de vaccination contre la fièvre jaune ;
- b) désinsectisation du train ou du véhicule s'il est en provenance d'une circonscription infectée.

*Article 81*

Dans une zone de réceptivité amarile, l'isolement visé à l'article 38 et au présent chapitre a lieu dans des locaux à l'abri des moustiques.

**Chapitre IV — Variole**

*Article 82*

Aux fins du présent Règlement, la période d'incubation de la variole est fixée à quatorze jours.

*Article 83*

1. L'administration sanitaire peut exiger de toute personne effectuant un voyage international qu'elle soit munie à l'arrivée d'un certificat de vaccination contre la variole, à moins qu'elle présente des signes d'une atteinte

antérieure de variole attestant de façon suffisante son immunité. Si la personne n'est pas munie de ce certificat, elle peut être vaccinée. Si elle refuse de se laisser vacciner, elle peut être soumise à la surveillance pendant quatorze jours au plus à compter de la date de son départ du dernier territoire par où elle a passé avant son arrivée.

2. Toute personne qui, effectuant un voyage international, s'est trouvée, au cours des quatorze jours précédent son arrivée, dans une circonscription infectée et qui, de l'avis de l'autorité sanitaire, n'est pas suffisamment protégée par la vaccination ou par une atteinte antérieure de variole, peut être vaccinée ou soumise à la surveillance, ou vaccinée puis soumise à la surveillance ; si elle refuse de se laisser vacciner, elle peut être isolée. La durée de la période de surveillance ou d'isolement ne peut dépasser quatorze jours à compter de la date à laquelle la personne a quitté une circonscription infectée. Un certificat valable de vaccination contre la variole constitue la preuve d'une protection suffisante.

#### *Article 84*

1. Un navire ou aéronef est considéré comme infecté si, à l'arrivée, il y a un cas de variole à bord, ou si un tel cas s'est déclaré pendant le voyage.

2. Tout autre navire ou aéronef est considéré comme indemne, même si des suspects se trouvent à bord, mais ceux-ci peuvent, s'ils quittent le bord, être soumis aux mesures visées à l'article 85.

#### *Article 85*

1. A l'arrivée d'un navire ou aéronef infecté, l'autorité sanitaire :

a) offre la vaccination à toute personne à bord que cette autorité sanitaire considère comme n'étant pas suffisamment protégée contre la variole ;

b) peut, pendant quatorze jours au plus à compter de la date de la dernière exposition à l'infection, isoler ou soumettre à la surveillance toute personne quittant le bord, mais l'autorité sanitaire prend en considération, quand elle fixe la durée de la période d'isolement ou de surveillance, les vaccinations antérieures de cette personne et les possibilités d'infection auxquelles elle aurait été exposée ;

c) procède à la désinfection de :

i) tous les bagages des personnes atteintes ;

ii) tous autres bagages ou objets, tels que literie ou linge ayant servi, et toute partie du navire ou de l'aéronef, qui sont considérés comme contaminés.

2. Un navire ou aéronef continue d'être considéré comme infecté jusqu'à ce que les personnes atteintes aient été débarquées et que les mesures prescrites par l'autorité sanitaire, conformément au paragraphe 1 du présent article, aient été dûment appliquées. Le navire ou l'aéronef est dès lors admis à la libre pratique.

*Article 86*

A l'arrivée, tout navire ou aéronef indemne, même provenant d'une circonscription infectée, est admis à la libre pratique.

*Article 87*

Si, à l'arrivée d'un train ou d'un véhicule routier, un cas de variole est constaté, la personne atteinte est débarquée et les dispositions du paragraphe 1 de l'article 85 sont appliquées, la durée de la période éventuelle de surveillance ou d'isolement étant comptée à partir de la date d'arrivée du train ou du véhicule routier et la désinfection étant appliquée à toute partie du train ou du véhicule routier qui est considérée comme contaminée.

**Chapitre V — Typhus**

*Article 88*

Aux fins du présent Règlement, la période d'incubation du typhus est fixée à quatorze jours.

*Article 89*

La vaccination contre le typhus ne constitue pas une condition mise à l'admission d'une personne dans un territoire.

*Article 90*

1. Au départ d'une circonscription infectée, les personnes effectuant un voyage international que l'autorité sanitaire de cette circonscription considère comme susceptibles de transmettre le typhus sont désinsectisées. Les vêtements qu'elles portent, leurs bagages et tous autres objets pouvant transmettre le typhus sont également désinsectisés et, au besoin, désinfectés.

2. Les personnes effectuant un voyage international qui ont quitté, depuis moins de quatorze jours, une circonscription infectée peuvent, si l'autorité sanitaire du lieu d'arrivée le juge nécessaire, être désinsectisées. Elles peuvent être soumises à la surveillance pendant une période de quatorze jours au plus à compter de la date de la désinsectisation. Les vêtements

portés par ces personnes, leurs bagages et tous autres objets pouvant transmettre le typhus sont également désinsectisés et, au besoin, désinfectés.

*Article 91*

A l'arrivée, tout navire ou aéronef, même s'il se trouve à bord une personne atteinte, est considéré comme indemne, mais les dispositions de l'article 38 peuvent lui être appliquées et tout suspect peut être désinsectisé. Les locaux occupés par la personne atteinte et par les suspects, ainsi que les vêtements qu'ils portent, leurs bagages et tous autres objets susceptibles de transmettre le typhus, peuvent être désinsectisés et, au besoin, désinfectés. Le navire ou l'aéronef est dès lors admis à la libre pratique.

*Article 92*

Si, à l'arrivée d'un train ou d'un véhicule routier, un cas de typhus est constaté, les mesures visées aux articles 38 et 91 peuvent être appliquées par l'autorité sanitaire.

**Chapitre VI — Fièvre récurrente**

*Article 93*

Aux fins du présent Règlement, la période d'incubation de la fièvre récurrente est fixée à huit jours.

*Article 94*

Les dispositions des articles 89, 90, 91 et 92 relatifs au typhus s'appliquent à la fièvre récurrente ; cependant, si une personne est soumise à la surveillance, la durée de la période de surveillance ne doit pas dépasser huit jours à compter de la date de la désinsectisation.

**TITRE VI — DOCUMENTS SANITAIRES**

*Article 95*

Il ne peut être exigé d'un navire ou aéronef aucune patente de santé, avec ou sans visa consulaire, ni aucun certificat, quelle qu'en soit la dénomination, relatif à l'état sanitaire d'un port ou d'un aéroport.

*Article 96*

1. Avant d'arriver au premier port d'escale dans un territoire, le capitaine d'un navire se renseigne sur l'état de santé de toutes les personnes se trouvant à bord et, à l'arrivée, remplit et remet à l'autorité sanitaire de ce port

une Déclaration maritime de santé qui est contresignée par le médecin de bord, si l'équipage en comporte un.

2. Le capitaine et, s'il y en a un, le médecin de bord répondent à toute demande de renseignements supplémentaires faite par l'autorité sanitaire sur les conditions sanitaires du bord pendant le voyage.
3. La Déclaration maritime de santé doit être conforme au modèle donné à l'annexe 5.

#### *Article 97*

1. A l'atterrissement sur un aéroport, le commandant d'un aéronef ou son représentant autorisé remplit et remet à l'autorité sanitaire de cet aéroport un exemplaire de la partie de la Déclaration générale d'aéronef qui contient les renseignements sanitaires spécifiés à l'annexe 6.

2. Le commandant d'un aéronef, ou son représentant autorisé, doit répondre à toute demande de renseignements supplémentaires faite par l'autorité sanitaire sur les conditions sanitaires du bord pendant le voyage.

#### *Article 98*

1. Les certificats faisant l'objet des annexes 1, 2, 3 et 4 sont imprimés en français et en anglais ; ils peuvent, en outre, comporter un texte dans une des langues officielles du territoire où le certificat est délivré.

2. Les certificats visés au paragraphe 1 du présent article sont remplis en français ou en anglais.

#### *Article 99*

Les documents relatifs à la vaccination délivrés par les forces armées à leur personnel en activité de service sont acceptés à la place du certificat international, tel qu'il est reproduit aux annexes 2, 3 ou 4, à condition qu'ils comportent :

- a) des renseignements médicaux équivalents à ceux devant figurer sur le modèle, et
- b) une déclaration en français ou en anglais spécifiant la nature et la date de la vaccination et attestant qu'ils sont délivrés en vertu du présent article.

#### *Article 100*

Aucun document sanitaire autre que ceux visés au présent Règlement ne peut être exigé dans le trafic international.

**TITRE VII — DROITS SANITAIRES***Article 101*

1. L'autorité sanitaire ne perçoit aucun droit pour :
  - a) toute visite médicale prévue au présent Règlement ainsi que tout examen complémentaire, bactériologique ou autre, qui peut être nécessaire pour connaître l'état de santé de la personne examinée ;
  - b) toute vaccination à l'arrivée et tout certificat s'y rapportant.
2. Si l'application des mesures prévues au présent Règlement, autres que celles visées au paragraphe 1 du présent article, comporte le paiement de droits, il doit y avoir, dans chaque territoire, un seul tarif s'y rapportant. Les droits réclamés doivent :
  - a) être conformes à ce tarif ;
  - b) être modérés et, en aucun cas, ne dépasser le coût effectif du service rendu ;
  - c) être perçus sans distinction de nationalité, de domicile ou de résidence, en ce qui concerne les personnes, ou de nationalité, de pavillon, de registre ou de propriété, en ce qui concerne les navires, aéronefs, voitures de chemin de fer, wagons ou véhicules routiers. En particulier, aucune distinction n'est faite entre les nationaux et les étrangers, ni entre les navires, aéronefs, voitures de chemin de fer, wagons ou véhicules routiers nationaux et étrangers.
3. Le tarif et toute modification qui peut y être apportée par la suite sont publiés dix jours au moins avant leur entrée en vigueur et notifiés immédiatement à l'Organisation.

**TITRE VIII — DISPOSITIONS DIVERSES***Article 102*

Le présent Règlement et, en outre, les annexes A et B s'appliquent au pèlerinage.

*Article 103*

1. Les migrants ou les travailleurs saisonniers, ainsi que les navires, aéronefs, trains ou véhicules routiers les transportant, peuvent être soumis à des mesures sanitaires additionnelles conformes aux lois et règlements de chacun des Etats intéressés et aux accords intervenus entre eux.

2. Chacun des Etats informe l'Organisation des dispositions légales et réglementaires, ainsi que des accords, applicables aux migrants et aux travailleurs saisonniers.

*Article 104*

1. Des arrangements spéciaux peuvent être conclus entre deux ou plusieurs Etats ayant des intérêts communs en raison de leurs conditions sanitaires géographiques, sociales ou économiques, pour rendre plus efficace et moins gênante l'application des mesures sanitaires prévues au présent Règlement, notamment en ce qui concerne :

- a) l'échange direct et rapide de renseignements épidémiologiques entre territoires voisins ;
- b) les mesures sanitaires applicables au cabotage international et au trafic international sur les voies d'eau intérieures, y compris les lacs ;
- c) les mesures sanitaires applicables aux frontières de territoires limitrophes ;
- d) la réunion de deux ou plusieurs territoires en un seul pour l'application de toute mesure sanitaire prévue au présent Règlement ;
- e) l'utilisation de moyens de transport spécialement aménagés pour le déplacement des personnes atteintes.

2. Les arrangements visés au paragraphe 1 du présent article ne doivent pas comporter de dispositions contraires à celles du présent Règlement.

3. Les Etats communiquent à l'Organisation tous arrangements qu'ils peuvent être amenés à conclure aux termes du présent article. L'Organisation informe immédiatement toutes les administrations sanitaires de la conclusion de ces arrangements.

**TITRE IX — DISPOSITIONS FINALES**

*Article 105*

1. Sous réserve des dispositions de l'article 107 et des exceptions ci-après spécifiées, le présent Règlement, dès son entrée en vigueur, remplace, entre les Etats qui y sont soumis et entre ces Etats et l'Organisation, les dispositions des conventions sanitaires internationales et des arrangements de même nature ci-après mentionnés :

- a) Convention sanitaire internationale, signée à Paris le 3 décembre 1903 ;

- b) Convention sanitaire panaméricaine, signée à Washington le 14 octobre 1905 ;
- c) Convention sanitaire internationale, signée à Paris le 17 janvier 1912 ;
- d) Convention sanitaire internationale, signée à Paris le 21 juin 1926 ;
- e) Convention sanitaire internationale pour la Navigation aérienne, signée à La Haye le 12 avril 1933 ;
- f) Arrangement international concernant la suppression des patentes de santé, signé à Paris le 22 décembre 1934 ;
- g) Arrangement international concernant la suppression des visas consulaires sur les patentes de santé, signé à Paris le 22 décembre 1934 ;
- h) Convention portant modification de la Convention sanitaire internationale du 21 juin 1926, signée à Paris le 31 octobre 1938 ;
- i) Convention sanitaire internationale de 1944 portant modification de la Convention du 21 juin 1926, ouverte à la signature à Washington le 15 décembre 1944 ;
- j) Convention sanitaire internationale pour la Navigation aérienne de 1944, portant modification de la Convention du 12 avril 1933, ouverte à la signature à Washington le 15 décembre 1944, sauf le paragraphe 2 de l'article XVII ;
- k) Protocole du 23 avril 1946 prorogeant la Convention sanitaire internationale de 1944, signé à Washington ;
- l) Protocole du 23 avril 1946 prorogeant la Convention sanitaire internationale pour la Navigation aérienne de 1944, signé à Washington.

2. Le Code sanitaire panaméricain, signé à La Havane le 14 novembre 1924, reste en vigueur, à l'exception des articles 2, 9, 10, 11, 16 à 53, 61 et 62, auxquels s'appliquent les dispositions appropriées du paragraphe 1 du présent article.

#### *Article 106*

- 1. Le délai prévu conformément à l'article 22 de la Constitution de l'Organisation pour formuler tous refus ou réserves est de neuf mois à compter de la date de notification, par le Directeur général, de l'adoption du présent Règlement par l'Assemblée Mondiale de la Santé.
- 2. Un Etat peut, par notification faite au Directeur général, porter cette période à dix-huit mois en ce qui concerne les territoires d'outre-mer ou éloignés pour lesquels il a la responsabilité de la conduite des relations internationales.

3. Tout refus ou réserve reçu par le Directeur général après l'expiration de la période visée au paragraphe 1 ou au paragraphe 2 du présent article, selon le cas, est sans effet.

*Article 107*

1. Lorsqu'un Etat fait une réserve au présent Règlement, celle-ci n'est valable que si elle est acceptée par l'Assemblée Mondiale de la Santé. Le présent Règlement n'entre en vigueur au regard de cet Etat que lorsque cette réserve a été acceptée par l'Assemblée ou, si l'Assemblée s'y est opposée du fait qu'elle contrevient essentiellement au caractère et au but du Règlement, lorsque ladite réserve a été retirée.

2. Un refus partiel du présent Règlement équivaut à une réserve.

3. L'Assemblée Mondiale de la Santé peut mettre comme condition à son acceptation d'une réserve l'obligation pour l'Etat qui formule cette réserve de continuer à assumer une ou plusieurs obligations portant sur l'objet de ladite réserve et qui avaient été précédemment acceptées par ledit Etat en vertu des conventions ou arrangements visés à l'article 105.

4. Si un Etat formule une réserve, considérée par l'Assemblée Mondiale de la Santé comme ne contrevenant pas essentiellement à une ou plusieurs obligations qu'avait acceptées ledit Etat en vertu des conventions et arrangements visés à l'article 105, l'Assemblée peut accepter cette réserve sans demander à l'Etat, comme condition d'acceptation, de s'obliger comme il est prévu au paragraphe 3 du présent article.

5. Si l'Assemblée Mondiale de la Santé s'oppose à une réserve et si celle-ci n'est pas retirée, le présent Règlement n'entre pas en vigueur au regard de l'Etat qui a fait cette réserve. Les conventions ou arrangements visés à l'article 105 auxquels cet Etat est déjà partie demeurent dès lors en vigueur en ce qui le concerne.

*Article 108*

Un refus ou tout ou partie d'une réserve quelconque peuvent, à tout moment, être retirés par notification faite au Directeur général.

*Article 109*

1. Le présent Règlement entre en vigueur le premier octobre 1952.

2. Tout Etat qui devient Membre de l'Organisation après le premier octobre 1952 et qui n'est pas déjà partie au présent Règlement peut notifier qu'il le refuse ou qu'il fait des réserves à son sujet, et ce dans un délai de trois mois à compter de la date à laquelle cet Etat devient Membre de l'Organisation. Sous réserve des dispositions de l'article 107, et sauf en cas

de refus, le présent Règlement entre en vigueur au regard de cet Etat à l'expiration du délai susvisé.

#### *Article 110*

1. Les Etats non Membres de l'Organisation, mais qui sont parties à telle convention ou à tel arrangement visés à l'article 105, ou auxquels le Directeur général a notifié l'adoption du présent Règlement par l'Assemblée Mondiale de la Santé, peuvent devenir parties à celui-ci en notifiant au Directeur général leur acceptation. Sous réserve des dispositions de l'article 107, cette acceptation prend effet à la date d'entrée en vigueur du présent Règlement ou, si cette acceptation est notifiée après cette date, trois mois après le jour de la réception par le Directeur général de ladite notification.
2. Aux fins de l'application du présent Règlement, les articles 23, 33, 62, 63 et 64 de la Constitution de l'Organisation s'appliquent aux Etats non Membres de l'Organisation qui deviennent parties audit Règlement.
3. Les Etats non Membres de l'Organisation, mais qui sont devenus parties au présent Règlement, peuvent en tout temps dénoncer leur participation audit Règlement par une notification adressée au Directeur général ; cette dénonciation prend effet six mois après réception de ladite notification. L'Etat qui a dénoncé applique de nouveau, à partir de ce moment, les dispositions de telle convention ou de tel arrangement visés à l'article 105 auxquels ledit Etat était précédemment partie.

#### *Article 111*

Le Directeur général de l'Organisation notifie à tous les Membres et Membres associés, ainsi qu'aux autres parties à toute convention ou à tout arrangement visés à l'article 105, l'adoption du présent Règlement par l'Assemblée Mondiale de la Santé. Le Directeur général notifie de même à ces Etats, ainsi qu'à tout autre Etat devenu partie au présent Règlement, tout Règlement additionnel modifiant ou complétant celui-ci ainsi que toute notification qu'il aura reçue en application des articles 106, 108, 109 et 110 respectivement, aussi bien que toute décision prise par l'Assemblée Mondiale de la Santé en application de l'article 107.

#### *Article 112*

1. Toute question ou tout différend concernant l'interprétation ou l'application du présent Règlement ou de tout Règlement additionnel peut être soumis, par tout Etat intéressé, au Directeur général, qui s'efforce alors de régler la question ou le différend. A défaut de règlement, le Directeur général, de sa propre initiative ou à la requête de tout Etat intéressé, soumet

la question ou le différend au comité ou autre organe compétent de l'Organisation pour examen.

2. Tout Etat intéressé a le droit d'être représenté devant ce comité ou cet autre organe.
3. Tout différend qui n'a pas été réglé par cette procédure peut, par voie de requête, être porté par tout Etat intéressé devant la Cour de Justice Internationale pour décision.

*Article 113*

1. Le texte français et le texte anglais du présent Règlement font également foi.
2. Les textes originaux du présent Règlement sont déposés aux archives de l'Organisation. Des copies certifiées conformes en sont expédiées par le Directeur général à tous les Membres et Membres associés, comme aussi aux autres parties à l'une des conventions ou à l'un des arrangements visés à l'article 105. Au moment de l'entrée en vigueur du présent Règlement, des copies certifiées conformes sont fournies par le Directeur général au Secrétaire général des Nations Unies pour enregistrement, en application de l'article 102 de la Charte des Nations Unies.

**TITRE X — DISPOSITIONS TRANSITOIRES**

*Article 114*

1. Nonobstant toutes dispositions contraires des conventions ou arrangements en vigueur, les certificats de vaccination conformes aux règles énoncées et aux modèles donnés aux annexes 2, 3 et 4 sont considérés comme ayant une valeur égale à celle des certificats correspondants visés dans les conventions ou arrangements en vigueur.
2. Nonobstant la disposition du paragraphe 1 de l'article 109, les dispositions du présent article entrent en vigueur le premier décembre 1951.
3. L'application du présent article est limitée à l'Etat qui, dans le délai de trois mois à compter de la date de la notification, par le Directeur général, de l'adoption du présent Règlement par l'Assemblée Mondiale de la Santé, déclare qu'il est disposé à adopter sans réserves tant le présent article que les règles et modèles des annexes 2, 3 et 4.
4. Dans le délai prévu au paragraphe 3 ci-dessus, tout Etat peut exclure de l'application du présent article l'une quelconque des annexes 2, 3 et 4.

*Article 115*

1. Tout certificat de vaccination délivré avant l'entrée en vigueur du présent Règlement, en application de la Convention du 21 juin 1926 modifiée par la Convention du 15 décembre 1944, ou de la Convention du 12 avril 1933 modifiée par la Convention du 15 décembre 1944, continue d'être valable pendant la période de validité qui lui avait été précédemment reconnue. En outre, la validité du certificat de vaccination contre la fièvre jaune est prolongée de deux ans à partir de la date à laquelle ce certificat aurait, sinon, cessé d'être valable.
2. Tout certificat de dératisation ou d'exemption de la dératisation délivré avant l'entrée en vigueur du présent Règlement, en application de l'article 28 de la Convention du 21 juin 1926, continue d'être valable pendant la période de validité qui lui avait été précédemment reconnue.

EN FOI DE QUOI, le présent acte a été signé à Genève, le vingt-cinq mai 1951.

Le Président de la Quatrième Assemblée Mondiale de la Santé :



LEONARD A. SCHEELE

Le Directeur général de l'Organisation Mondiale de la Santé :



BROCK CHISHOLM



## Appendix 1

DERATTING CERTIFICATE<sup>(a)</sup> — CERTIFICAT DE DÉRATISATION<sup>(a)</sup>DERATTING EXEMPTION CERTIFICATE<sup>(a)</sup> — CERTIFICAT D'EXEMPTION DE LA DÉRATISATION<sup>(a)</sup>

*Issued in accordance with Article 52 of the International Sanitary Regulations — délivré conformément à l'article 52 du Règlement Sanitaire International  
(Not to be taken away by Port Authorities.) — (Ce certificat ne doit pas être retiré par les autorités portuaires.)*

PORT OF ..... — PORT DE .....

Date — Date .....

THIS CERTIFICATE records the inspection and { deratting }<sup>(a)</sup> { exemption }<sup>(a)</sup> at this port and on the above date

LE PRÉSENT CERTIFICAT atteste l'inspection et { la dératisation }<sup>(a)</sup> { l'exemption }<sup>(a)</sup> en ce port et à la date ci-dessus  
of the { ship }<sup>(a)</sup> { inland navigation vessel }<sup>(a)</sup> of  
du navire

At the time of { deratting }<sup>(a)</sup> { l'inspection }<sup>(a)</sup> the holds were laden with  
Au moment de { l'inspection }<sup>(a)</sup> { la dératisation }<sup>(a)</sup> les cales étaient chargées de

tons of  
tonnes decargo  
cargaison

COMPARTMENTS <sup>(b)</sup>	RAT HABOURAGE		DERATTING — DÉRATISATION				COMPARTMENTS <sup>(b)</sup>
	RAT INDICATIONS	REFUGES A RATS	Fumigant — Gaz utilisé	Hours exposure — Exposition (heures) ....	Rais found dead or poison	Rais caught or poison	
TRACES DE RATS	discovered trouvés	treated supprimés	Space (cubic feet) Espaces (mètres cubes)	Quantity used Quantité employée (e)	Rais trouvés morts	Rais pris ou tués	
Holds							Cales
— 1.							— 1.
— 2.							— 2.
— 3.							— 3.
— 4.							— 4.
— 5.							— 5.
— 6.							— 6.
— 7.							— 7.
Shelter deck space							Entreposage
Bunker space							Soute à charbon
Engineroom and shaft alley							Chaussières, tunnel de l'arbre
Forepeak and storeroom							Peak avant et magasin
Aftpeak and storeroom							Peak arrière et magasin
Lifecabins							Canots de sauvetage
Charts and wireless rooms							Chambre des cartes, T.S.F.
Galley							Cuisines
Pantry							Cambuse
Provisions storerooms							Soute à vivres
Quarters (crew)							Postes (équipage)
Quarters (officers)							Chambres (officiers)
Quarters (cabin passengers)							Cabines (passagers)
Quarters (steerage)							Postes (émigrants)
Total	.....	.....	.....	.....	.....	.....	Total

<sup>(a)</sup> Strike out the unnecessary indications. — Rayez les mentions inutiles.<sup>(b)</sup> In case any of the compartments enumerated do not exist on the ship or inland navigation vessel, this fact must be mentioned. — Lorsqu'un des compartiments énumérés n'existe pas sur le navire, on devra le mentionner expressément.<sup>(c)</sup> Old or recent evidence of excreta,粪便, or gnawings. — Traces anciennes ou récentes d'excréments, de passes ou de rongements.

RECOMMENDATIONS MADE. — OBSERVATIONS. — In the case of exemption, state here the measures taken for maintaining the ship or inland navigation vessel in such a condition that the number of rats on board is negligible. — Dans le cas d'exemption, indiquer ici les mesures prises pour que le navire soit maintenu dans des conditions telles que le nombre de rats à bord soit négligeable.

<sup>(d)</sup> None, small, moderate, or large. — Néant, peu, modérément ou beaucoup.<sup>(e)</sup> State the weight of sulphur or of cyanide salt or quantity of I.C.N acid used. — Indiquer les poids de soufre ou de cyanure ou la proportion d'acide cyanhydrique.<sup>(f)</sup> Other method of determining the quantity. — Autre méthode pour déterminer la quantité.<sup>(g)</sup> Specify whether applied to metric displacement or any other tonnage than gross. — Spécifier si il s'agit de déplacement métrique ou, sinon, de quel autre tonnage il s'agit.<sup>(h)</sup> Seal, name, qualification, and signature of the Inspector. — Cachet, nom, qualité et signature de l'inspecteur.



**Appendix 2****Annexe 2****INTERNATIONAL CERTIFICATE OF VACCINATION OR REVACCINATION  
AGAINST CHOLERA****CERTIFICAT INTERNATIONAL DE VACCINATION OU DE REVACCINATION  
CONTRE LE CHOLÉRA**

This is to certify that Je soussigné(e) certifie que } date of birth né(e) le } sex sexe }

whose signature follows dont la signature suit }

has on the date indicated been vaccinated or revaccinated against cholera.  
a été vacciné(e) ou revacciné(e) contre le choléra à la date indiquée.

Date	Signature and professional status of vaccinator Signature et qualité professionnelle du vaccinateur	Approved stamp Cachet d'authentification	
1		1	2
2			
3		3	4
4			
5		5	6
6			
7		7	8
8			

The validity of this certificate shall extend for a period of six months, beginning six days after the first injection of the vaccine or, in the event of a revaccination within such period of six months, on the date of that revaccination.

Notwithstanding the above provisions, in the case of a pilgrim, this certificate shall indicate that two injections have been given at an interval of seven days and its validity shall commence from the date of the second injection.

The approved stamp mentioned above must be in a form prescribed by the health administration of the territory in which the vaccination is performed.

Any amendment of this certificate, or erasure, or failure to complete any part of it, may render it invalid.

La validité de ce certificat couvre une période de six mois commençant six jours après la première injection du vaccin ou, dans le cas d'une revaccination au cours de cette période de six mois, le jour de cette revaccination.

Nonobstant les dispositions ci-dessus, dans le cas d'un pèlerin, le présent certificat doit faire mention de deux injections pratiquées à sept jours d'intervalle et sa validité commence le jour de la seconde injection.

Le cachet d'authentification doit être conforme au modèle prescrit par l'administration sanitaire du territoire où la vaccination est effectuée.

Toute correction ou rature sur le certificat ou l'omission d'une quelconque des mentions qu'il comporte peut affecter sa validité.

**Appendix 3****Annexe 3****INTERNATIONAL CERTIFICATE OF VACCINATION OR REVACCINATION  
AGAINST YELLOW FEVER****CERTIFICAT INTERNATIONAL DE VACCINATION OU DE REVACCINATION  
CONTRE LA FIÈVRE JAUNE**

This is to certify that Je soussigné(e) certifie que } ..... date of birth né(e) le } ..... sex sexe } .....  
 whose signature follows dont la signature suit }

has on the date indicated been vaccinated or revaccinated against yellow fever.  
 a été vacciné(e) ou revacciné(e) contre la fièvre jaune à la date indiquée.

Date	Signature and professional status of vaccinator Signature et qualité professionnelle du vaccinateur	Origin and batch no. of vaccine Origine du vaccin employé et numéro du lot	Official stamp of vaccinating centre Cachet officiel du centre de vaccination	
1			1	2
2				
3			3	4
4				

This certificate is valid only if the vaccine used has been approved by the World Health Organization and if the vaccinating centre has been designated by the health administration for the territory in which that centre is situated.

The validity of this certificate shall extend for a period of six years, beginning ten days after the date of vaccination or, in the event of a revaccination within such period of six years, from the date of that revaccination.

Any amendment of this certificate, or erasure, or failure to complete any part of it, may render it invalid.

Ce certificat n'est valable que si le vaccin employé a été approuvé par l'Organisation Mondiale de la Santé et si le centre de vaccination a été habilité par l'administration sanitaire du territoire dans lequel ce centre est situé.

La validité de ce certificat couvre une période de six ans commençant dix jours après la date de la vaccination ou, dans le cas d'une revaccination au cours de cette période de six ans, le jour de cette revaccination.

Toute correction ou rature sur le certificat ou l'omission d'une quelconque des mentions qu'il comporte peut affecter sa validité.

**Appendix 4****Annexe 4****INTERNATIONAL CERTIFICATE OF VACCINATION OR REVACCINATION  
AGAINST SMALLPOX****CERTIFICAT INTERNATIONAL DE VACCINATION OU DE REVACCINATION  
CONTRE LA VARIOLE**

This is to certify that }..... date of birth }..... sex }.....  
 Je soussigné(e) certifie que }..... né(e) le }..... sexe }.....  
 whose signature follows }.....  
 dont la signature suit }

has on the date indicated been vaccinated or revaccinated against smallpox.  
 a été vacciné(e) ou revacciné(e) contre la variole à la date indiquée.

Date	Signature and professional status of vaccinator Signature et qualité professionnelle du vaccinateur	Approved stamp Cachet d'authentification	State whether primary vaccination or revaccination; if primary, whether successful Indiquer s'il s'agit d'une primovaccination ou de revaccination; en cas de primovaccination, préciser s'il y a eu prise	
1			1	2
2				
3			3	4
4				

The validity of this certificate shall extend for a period of three years, beginning eight days after the date of a successful primary vaccination or, in the event of a revaccination, on the date of that revaccination.

The approved stamp mentioned above must be in a form prescribed by the health administration of the territory in which the vaccination is performed.

Any amendment of this certificate, or erasure, or failure to complete any part of it, may render it invalid.

La validité de ce certificat couvre une période de trois ans commençant huit jours après la date de la primovaccination effectuée avec succès (prise) ou, dans le cas d'une revaccination, le jour de cette revaccination.

Le cachet d'authentification doit être conforme au modèle prescrit par l'administration sanitaire du territoire où la vaccination est effectuée.

Toute correction ou rature sur le certificat ou l'omission d'une quelconque des mentions qu'il comporte peut affecter sa validité.

## Annexe 5

## DÉCLARATION MARITIME DE SANTÉ

(A présenter par les capitaines des navires en provenance de ports situés en dehors du territoire.)

Port de ..... Date .....

Nom du navire ..... venant de ..... allant à .....

Nationalité ..... Nom du capitaine .....

Tonnage net .....

Dératisation ou exemption de la dératisation { Certificat ..... en date du .....  
délivré à .....Nombre de { Cabine ..... Nombre des .....  
passagers Pont ..... membres de l'équipage .....

Liste des escales depuis le début du voyage avec dates de départ:

Questionnaire de santé Répondre  
par Oui ou Non

1. Y a-t-il eu à bord, en cours de voyage,\* un cas (ou une présomption) de peste, de choléra, de fièvre jaune, de variole, de typhus ou de fièvre récurrente ? Donner les détails dans le tableau.
2. Y a-t-il eu des cas (ou une présomption) de peste parmi les rats ou les souris, à bord, en cours de voyage,\* ou bien la mortalité parmi eux a-t-elle été anormale ?
3. Y a-t-il eu un décès à bord, en cours de voyage,\* autrement que par accident ? Donner les détails dans le tableau.
4. Y a-t-il à bord, ou y a-t-il eu, en cours de voyage,\* des cas de maladie que vous soupçonnez être de caractère contagieux ? Donner les détails dans le tableau.
5. Y a-t-il présentement des malades à bord ? Donner les détails dans le tableau.

Remarque : En l'absence d'un médecin, le capitaine doit considérer les symptômes suivants comme devant faire soupçonner l'existence d'une maladie de caractère contagieux : fièvre accompagnée de prostration ou persistant plusieurs jours, ou avec gonflement des glandes ; toute irritation de la peau ou éruption aiguës, avec ou sans fièvre ; toute diarrhée grave avec symptômes d'affaiblissement caractérisé ; jau-nisse accompagnée de fièvre.

6. Avez-vous connaissance de toute autre circonstance qui, à bord, pourrait favoriser la contagion ou la propagation d'une maladie ?

Je déclare que les renseignements et réponses donnés dans la présente déclaration de santé (y compris le tableau) sont, autant que je sache et sois fondé à croire, exacts et conformes à la vérité.

Signé .....

Capitaine

Contresigné .....

Date ..... Médecin du bord

\* S'il s'est écoulé plus de quatre semaines depuis le début du voyage, il suffira de donner des renseignements pour les quatre dernières semaines.

## Annexe 5 (suite)

## TABLEAU ANNEXÉ À LA DÉCLARATION

Détails de chaque cas de maladie ou de décès survenus à bord

\* Indiquer si le malade est guéri, s'il est encore malade ou s'il est décédé.

• Indiquer si le malade est encore à bord, s'il a été débarqué (donner le nom du port) ou si son corps a été immergé.

**Annexe 6****PARTIE RELATIVE AUX QUESTIONS SANITAIRES  
DE LA DÉCLARATION GÉNÉRALE D'AÉRONEF**

Elle doit comporter les informations suivantes :

- a) Maladie soupçonnée d'être de caractère contagieux survenue à bord en cours de vol.
  - b) Toute autre circonstance à bord susceptible de provoquer la propagation d'une maladie.
  - c) Détails se rapportant à chaque désinsectisation ou autre opération sanitaire (lieu, date, heure, méthode) effectuée en cours de vol. S'il n'y a pas eu de désinsectisation en cours de vol, donner des précisions sur la désinsectisation la plus récente.
-

**Annexe A****CONTRÔLE SANITAIRE DU MOUVEMENT DES PÈLERINS  
ALLANT AU HEDJAZ OU EN REVENANT PENDANT  
LA SAISON DU PÈLERINAGE****TITRE I****MESURES S'APPLIQUANT A TOUS LES PÈLERINS***Article A 1*

1. L'autorité sanitaire du port ou de l'aéroport d'embarquement, ou, dans le cas de transport par voie de terre, l'autorité sanitaire du lieu de départ, s'assure que tout pèlerin, avant son départ, est muni de certificats valables de vaccination contre le choléra et contre la variole, quels que soient sa circonscription d'origine et l'état sanitaire de cette circonscription ; s'il a quitté une circonscription infectée de fièvre jaune ou une zone d'endémicité amarile au cours des six jours précédents, il doit, en outre, être muni d'un certificat valable de vaccination contre la fièvre jaune.
2. A son arrivée au Hedjaz, tout pèlerin qui n'est pas muni des certificats exigés au paragraphe 1 du présent article est soumis à la vaccination et reçoit les certificats de vaccination correspondant à la maladie pour laquelle il n'était pas muni de certificat. Si le pèlerin refuse de se laisser vacciner, l'autorité sanitaire peut le soumettre à l'isolement jusqu'à l'expiration de la période d'incubation, à moins que, avant l'expiration de cette période, son rapatriement ait pu être assuré. Par dérogation aux dispositions du présent paragraphe, un pèlerin qui n'a pas été vacciné contre la fièvre jaune doit être isolé jusqu'à la fin de la période d'incubation.

**TITRE II — NAVIRES A PÈLERINS****Chapitre I — Navires à pèlerins passant par le Canal de Suez***Article A 2*

Les navires à pèlerins passent le Canal de Suez en quarantaine.

**Chapitre II — Navires à pèlerins se dirigeant vers le Hedjaz***Article A 3*

1. A l'arrivée à Port-Saïd d'un navire à pèlerins, tout pèlerin qui n'est pas muni des certificats exigés au paragraphe 1 de l'article A 1 est soumis à la vaccination et reçoit les certificats correspondant à la maladie pour laquelle il n'était pas muni de certificat.
2. Si, lors de la visite médicale d'un navire à pèlerins à Port-Saïd, aucun cas de maladie quarantenaire n'est constaté, le navire est autorisé à se rendre en droiture au Hedjaz, dès qu'il a satisfait aux dispositions du paragraphe 1 du présent article.

*Article A 4*

Tout navire à pèlerins se rendant au Hedjaz par une autre voie que le Canal de Suez se dirige vers la station quarantenaire désignée par l'autorité sanitaire de Djeddah et ne laisse débarquer les pèlerins et leurs bagages qu'après admission à la libre pratique.

**Chapitre III — Navires à pèlerins revenant du Hedjaz***Article A 5*

Les pèlerins qui, au retour du Hedjaz, désirent débarquer en Egypte sont tenus de ne voyager que sur un navire à pèlerins qui s'arrête à la station sanitaire d'El Tor ou à toute autre station sanitaire désignée par l'administration sanitaire égyptienne.

*Article A 6*

Dès qu'un foyer de peste, choléra, fièvre jaune ou variole, ou une épidémie de typhus ou de fièvre récurrente, est constaté au Hedjaz pendant une période commençant deux mois avant la date du Hadj et finissant deux mois après celle-ci, l'administration sanitaire de l'Arabie Saoudite notifie immédiatement cette constatation à chacune des missions diplomatiques établies sur son territoire.

*Article A 7*

1. Si, pendant la période visée à l'article A 6, il ne s'est produit au Hedjaz aucun foyer de peste, choléra, fièvre jaune ou variole, ni aucune épidémie de typhus ou de fièvre récurrente, les navires à pèlerins retournant vers le nord peuvent aller en droiture du Hedjaz à Suez, où les pèlerins passent la visite médicale.

2. S'il n'y a pas eu de cas de maladie quarantenaire à bord pendant le voyage, l'autorité sanitaire à Suez autorise le passage du navire à pèlerins par le Canal de Suez, même de nuit, lorsque cinq jours se sont écoulés depuis la date de son départ du Hedjaz. L'autorité sanitaire peut autoriser les navires à pèlerins à pénétrer dans le Canal de Suez moins de cinq jours après la date de leur départ du Hedjaz, si les deux premiers navires à pèlerins arrivés du Hedjaz via El Tor, ainsi que les aéronefs transportant des pèlerins qui y ont atterri avant l'arrivée du deuxième navire, ont été reconnus à la station sanitaire d'El Tor comme exempts d'infection.
3. S'il y a eu un cas de peste, de choléra, de fièvre jaune ou de variole à bord pendant le voyage, le navire à pèlerins se rend en droiture à la station sanitaire d'El Tor.
4. S'il y a eu un cas de typhus ou un cas de fièvre récurrente à bord pendant le voyage, les pèlerins sont débarqués à Suez, le navire à pèlerins est mis en quarantaine et les mesures voulues de désinsectisation et de désinfection sont prises avant que le navire ne soit autorisé à poursuivre son voyage.

*Article A 8*

Si, pendant la période visée à l'article A 6, il s'est déclaré au Hedjaz un foyer de peste, choléra, fièvre jaune ou variole, ou une épidémie de typhus ou de fièvre récurrente, tout navire à pèlerins qui doit passer par le Canal de Suez se rend en droiture à la station sanitaire d'El Tor.

*Article A 9*

1. A l'arrivée à El Tor d'un navire à pèlerins auquel s'applique soit le paragraphe 3 de l'article A 7, soit l'article A 8, l'autorité sanitaire de la station applique les mesures sanitaires suivantes :

- a) s'il y a à bord un cas de peste, choléra, fièvre jaune ou variole, les pèlerins sont débarqués et les suspects soumis aux mesures sanitaires prévues au présent Règlement et que l'autorité sanitaire considère comme appropriées. Les pèlerins sont isolés pendant une période, à compter de la date de l'apparition du dernier cas, de cinq jours au plus s'il s'agit de choléra, six jours au plus s'il s'agit de peste ou de fièvre jaune et quatorze jours au plus s'il s'agit de variole ;
- b) s'il y a à bord un cas de typhus ou un cas de fièvre récurrente, les suspects sont débarqués et ils sont, ainsi que leurs bagages, désinfectés ou désinsectisés ;
- c) les mesures appropriées de dératisation, désinsectisation ou désinfection sont prises, s'il y a lieu, à l'égard du navire à pèlerins.

2. Quand les mesures prévues au présent article ont été appliquées, les pèlerins autres que les personnes atteintes sont autorisés à réembarquer et le navire reçoit l'autorisation de poursuivre son voyage.

*Article A 10*

Les navires à pèlerins revenant du Hedjaz et se dirigeant vers un territoire de la côte africaine de la mer Rouge se rendent en droiture à la station sanitaire désignée par l'administration sanitaire de ce territoire.

**TITRE III — TRANSPORT PAR VOIE AÉRIENNE**

*Article A 11*

1. Tout aéronef transportant des pèlerins au retour du Hedjaz et désirant débarquer des pèlerins en Egypte est tenu de passer d'abord par El Tor ou par toute autre station sanitaire désignée par l'administration sanitaire égyptienne.
2. Aucune mesure sanitaire autre que celles prévues par le présent Règlement n'est applicable aux autres aéronefs au retour du Hedjaz.

**TITRE IV — TRANSPORT PAR VOIE DE TERRE**

*Article A 12*

Les pèlerins qui désirent pénétrer en Arabie Saoudite par voie de terre sont dirigés vers une station sanitaire désignée par l'administration sanitaire de l'Arabie Saoudite, où les mesures prévues par le présent Règlement sont appliquées.

*Article A 13*

Si, pendant la période visée à l'article A 6, il s'est déclaré au Hedjaz un foyer de peste, choléra, fièvre jaune ou variole, ou une épidémie de typhus ou de fièvre récurrente, l'autorité sanitaire compétente de la région limitrophe de l'Arabie Saoudite dans laquelle, lors de leur retour, les pèlerins pénètrent en premier lieu, peut, si elle le juge nécessaire, les soumettre à l'isolement dans une station sanitaire, ou à la surveillance, et ce pendant une période dont la durée ne doit pas dépasser celle de l'incubation de la maladie signalée.

**TITRE V — NOTIFICATIONS***Article A 14*

L'administration sanitaire de l'Arabie Saoudite informe l'Organisation chaque semaine, par télégramme, des conditions épidémiologiques existant sur le territoire de sa compétence, et cela pendant une période commençant deux mois avant la date du Hadj et finissant deux mois après celle-ci. Ces renseignements, qui tiennent compte de ceux fournis et des notifications faites à ladite administration par les missions médicales accompagnant les pèlerins, sont transmis par l'Organisation aux administrations sanitaires des territoires d'où proviennent les pèlerins, en vue de permettre à celles-ci, lors du retour des pèlerins, d'appliquer toutes dispositions appropriées prévues au présent Règlement.

*Article A 15*

Pendant la saison du pèlerinage, toutes les administrations sanitaires intéressées sont tenues de transmettre périodiquement et, le cas échéant, par les voies les plus rapides, à l'Organisation, tous renseignements sanitaires qu'elles peuvent recueillir sur le pèlerinage. Elles adressent, en outre, à l'Organisation, un rapport annuel à ce sujet, au plus tard dans les six mois qui suivent la clôture du pèlerinage. L'Organisation transmet ces informations à toutes les administrations sanitaires intéressées.

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**Annexe B****NORMES D'HYGIÈNE CONCERNANT  
LES NAVIRES A PÈLERINS ET LES AÉRONEFS  
TRANSPORTANT DES PÈLERINS****TITRE I — NAVIRES A PÈLERINS***Article B 1*

Les navires à propulsion mécanique sont seuls admis à transporter les pèlerins.

*Article B 2*

1. Tout navire à pèlerins doit pouvoir loger les pèlerins dans les entreponts.
2. Il est défendu de loger des pèlerins sous le premier des entreponts qui se trouve sous la ligne de flottaison.
3. Il doit y avoir à bord de tout navire à pèlerins, à raison de chaque pèlerin, quel que soit l'âge de celui-ci :
  - a) dans les entreponts, en dehors de l'espace réservé à l'équipage, une surface d'eau moins 1,672 mètre carré (18 pieds carrés anglais) et un volume d'eau moins 3,058 mètres cubes (108 pieds cubes anglais) ;
  - b) sur le pont supérieur, en dehors des surfaces requises par le service du navire, réservées à l'équipage ou occupées par des hôpitaux démontables, des douches ou des latrines, une surface libre d'eau moins 0,557 mètre carré (6 pieds carrés anglais).
4. Les ponts des navires à pèlerins situés au-dessus des entreponts supérieurs doivent être des ponts de bois ou de fer recouverts de bois ou d'une autre matière suffisamment isolante.
5. Une ventilation satisfaisante doit être assurée sur le navire à pèlerins ; elle sera renforcée par des ventilateurs mécaniques au moins sur les ponts situés en dessous du premier entrepont et par des hublots sur les entreponts supérieurs situés au-dessus de la ligne de flottaison.

*Article B 3*

1. Tout navire à pèlerins doit comporter, sur le pont, des locaux dérobés à la vue et pourvus, en tout temps, même si le navire est à l'ancre, de canalisations d'eau de mer sous pression avec robinets ou douches, dans

la proportion d'au moins un robinet ou une douche pour 100 pèlerins ou fraction de 100.

2. Un nombre suffisant de ces locaux est réservé à l'usage des femmes.

*Article B 4*

1. Tout navire à pèlerins doit comporter, outre les lieux d'aisances à l'usage de l'équipage, des latrines à chasse d'eau ou pourvues d'un robinet, dans la proportion d'au moins trois latrines pour 100 pèlerins ou fraction de 100. Toutefois, pour les navires déjà construits à bord desquels ce pourcentage ne pourrait pas être atteint, l'autorité sanitaire du port de départ peut admettre une proportion inférieure mais ne s'abaissant pas au-dessous de deux latrines pour 100 pèlerins ou fraction de 100.

2. Un nombre suffisant de ces latrines est réservé à l'usage des femmes.
3. Il ne peut être établi de latrines dans la cale d'un navire ou dans un entrepont qui n'a pas d'accès à un pont découvert.

*Article B 5*

1. Tout navire à pèlerins doit être pourvu de bons locaux d'infirmérie situés sur le pont supérieur, à moins que, d'après l'opinion de l'autorité sanitaire du port de départ, ils puissent être aménagés ailleurs dans des conditions également satisfaisantes.

2. Ces locaux d'infirmérie, y compris les hôpitaux démontables, doivent avoir des dimensions suffisantes et comporter au moins 9,012 mètres carrés, (97 pieds carrés anglais) pour 100 pèlerins ou fraction de 100 ; ils doivent être disposés de manière à assurer l'isolement des malades ainsi que des suspects.

3. Les infirmeries seront munies de latrines et de robinets d'eau potable dont l'usage leur sera réservé.

*Article B 6*

1. Tout navire à pèlerins doit avoir à bord les médicaments et le matériel technique nécessaires au traitement des pèlerins malades, ainsi que des désinfectants et des insecticides. L'administration sanitaire du territoire où se trouve le port de départ détermine les quantités de ces substances ou objets que doivent emporter les navires à pèlerins.

2. Tout navire à pèlerins doit être pourvu de vaccin anticholérique, de vaccin antivariolique et de tout autre vaccin que peut prescrire l'administration sanitaire visée au paragraphe précédent, la conservation de ces vaccins et substances devant être assurée dans de bonnes conditions.

3. Les soins médicaux et les remèdes sont fournis gratuitement aux pèlerins voyageant sur un navire à pèlerins.

*Article B 7*

1. L'équipage de tout navire à pèlerins doit compter un médecin régulièrement diplômé, au courant des questions de santé maritime, ainsi qu'un infirmier ; ils assurent à bord le service médical.
2. Si le nombre de pèlerins à bord dépasse mille, l'équipage doit compter deux médecins régulièrement diplômés et deux infirmiers.
3. Ces médecins doivent être agréés par l'administration sanitaire du territoire où se trouve le port de départ.

*Article B 8*

Tout Etat peut soumettre les navires à pèlerins embarquant dans ses ports des pèlerins pour le Hedjaz à des prescriptions s'ajoutant à celles des articles B 2 à B 7, lesquelles constituent des minimums, sous réserve que lesdites prescriptions soient conformes à la législation de cet Etat.

*Article B 9*

Les pèlerins ne peuvent garder avec eux, à bord d'un navire à pèlerins, que les petits bagages qui leur sont indispensables pendant le voyage.

*Article B 10*

Tout pèlerin doit être muni d'un billet d'aller et retour ou avoir déposé une somme suffisante pour son retour. Les droits sanitaires normalement dus par le pèlerin en raison de son voyage d'aller et retour au Hedjaz sont inclus dans le prix de ce billet ou dans cette somme.

*Article B 11*

1. Le capitaine de tout navire à pèlerins, ou l'agent de la compagnie de navigation, notifie, à l'autorité sanitaire du port où les pèlerins doivent s'embarquer, son intention de prendre à bord des pèlerins pour le Hedjaz. Cette notification doit être faite trois jours avant que le navire ne quitte le port de départ et douze heures avant qu'il ne quitte tout port d'escale subséquent.
2. La même notification est adressée à l'autorité sanitaire de Djeddah au moins trois jours avant que le navire ne quitte le port.
3. Ces notifications indiquent la date prévue du départ ainsi que le port ou les ports de débarquement des pèlerins.

*Article B 12*

1. A la réception de la notification prescrite par l'article B 11, l'autorité sanitaire d'un port procède à l'inspection du navire. Elle peut procéder au mesurage du navire si le capitaine n'est pas muni d'un certificat de mesurage délivré par une autre autorité compétente ou encore si l'autorité qui l'inspecte a des raisons de croire que ledit certificat ne répond plus à l'état actuel du navire.
2. Les frais de l'inspection et du mesurage sont à la charge du capitaine.

*Article B 13*

L'autorité sanitaire d'un port ne permet le départ d'un navire à pèlerins qu'après s'être assurée que :

- a) l'équipage comprend un ou des médecins diplômés, ainsi qu'un ou des infirmiers, conformément aux dispositions de l'article B 7, et des médicaments en quantités suffisantes ;
- b) le navire a été mis en état de propreté parfaite et, au besoin, désinfecté ;
- c) le navire est convenablement aéré et muni de tentes ayant une épaisseur et un développement suffisants pour abriter les ponts ;
- d) il n'existe rien à bord qui soit ou puisse devenir nuisible à la santé des pèlerins et de l'équipage ;
- e) en sus de l'approvisionnement destiné aux autres personnes à bord, il existe à bord, convenablement arrimés dans des endroits appropriés, des vivres de bonne qualité en quantité suffisante pour les besoins de tous les pèlerins pendant toute la durée du voyage ;
- f) l'eau potable embarquée est salubre et se trouve en quantité suffisante ;
- g) les réservoirs d'eau potable du bord sont convenablement protégés contre la contamination et fermés, de sorte que la distribution de l'eau ne puisse se faire que par les robinets ou les pompes ;
- h) le navire possède un appareil distillatoire pouvant produire une quantité de cinq litres au moins d'eau potable par jour pour chaque personne à bord ;
- i) le navire possède une bonne étuve à désinfection d'une capacité suffisante ;
- j) le pont du navire est dégagé de toutes marchandises et de tous objets encombrants ;
- k) les dispositions du navire sont telles que les mesures prévues à la présente annexe peuvent être exécutées ;

*I) le capitaine est en possession :*

- i) d'une liste portant le visa de l'autorité sanitaire de chaque port où des pèlerins se sont embarqués, indiquant le nom et le sexe de ceux-ci ainsi que le nombre maximum de pèlerins que le navire est autorisé à transporter ;
- ii) d'un document indiquant le nom, la nationalité et le tonnage du navire, le nom du capitaine ainsi que du ou des médecins du bord, le nombre exact des personnes embarquées et le port de départ. L'autorité sanitaire du port de départ indique sur ce document si le maximum autorisé de pèlerins est atteint et, sinon, le nombre complémentaire de pèlerins que le navire est autorisé à embarquer dans les escales subséquentes.

*Article B 14*

1. Le document visé au chiffre ii) de la lettre I) de l'article B 13 reçoit à chaque port d'escale le visa de l'autorité sanitaire de ce port, laquelle indique sur ce document :

- a) le nombre de pèlerins débarqués ou embarqués à ce port ;
- b) l'état sanitaire du port d'escale.

2. Toute altération apportée au document susvisé en cours de voyage expose le navire à être traité comme s'il était infecté.

*Article B 15*

Il est interdit aux pèlerins de faire de la cuisine à bord.

*Article B 16*

Le pont destiné aux pèlerins doit, pendant le voyage, rester dégagé de toutes marchandises et de tous objets encombrants. Il est gratuitement réservé à leur usage en tout temps, même de nuit.

*Article B 17*

Pendant le voyage, les entreponts d'un navire à pèlerins doivent être journellement nettoyés d'une manière convenable, à un moment où ils ne sont pas occupés par les pèlerins.

*Article B 18*

Les latrines d'un navire à pèlerins doivent être tenues propres et en bon état de fonctionnement ; elles sont désinfectées au moins trois fois par jour et plus souvent si c'est nécessaire.

*Article B 19*

1. Tout pèlerin, quel que soit son âge, reçoit quotidiennement au moins cinq litres d'eau potable qui lui sont fournis gratuitement.
2. S'il y a quelque raison de soupçonner que l'eau potable d'un navire à pèlerins est contaminée ou s'il y a doute sur sa qualité, elle doit être bouillie ou stérilisée et remplacée par de l'eau salubre au premier port où il est possible de s'en procurer. Les réservoirs doivent être désinfectés avant d'être remplis à nouveau.

*Article B 20*

1. A bord d'un navire à pèlerins, le médecin de bord passe chaque jour la visite des pèlerins pendant le voyage, leur donne les soins médicaux nécessaires et s'assure que les règles de l'hygiène sont observées à bord.
2. Le médecin de bord s'assure notamment :
  - a) que les vivres distribués aux pèlerins sont de bonne qualité et convenablement préparés et que leur quantité est conforme aux dispositions du contrat de transport ;
  - b) que la distribution d'eau potable s'effectue conformément aux dispositions du paragraphe 1 de l'article B 19 ;
  - c) que le navire est maintenu en état constant de propreté et que les latrines sont nettoyées et désinfectées conformément aux prescriptions de l'article B 18 ;
  - d) que les logements des pèlerins sont tenus en bon état de propreté ;
  - e) s'il se produit un cas de maladie de caractère contagieux, que les mesures prophylactiques appropriées, notamment la désinfection et la désinsectisation, sont prises.
3. S'il y a doute sur la qualité de l'eau potable, le médecin de bord rappelle par écrit au capitaine les prescriptions des lettres f), g) et h) de l'article B 13 et du paragraphe 2 de l'article B 19.
4. Le médecin de bord doit tenir un journal, contresigné quotidiennement par le capitaine, indiquant, jour par jour, tous les incidents sanitaires survenus à bord au cours du voyage, y compris les mesures préventives prises. Il est tenu de soumettre, sur demande, ce journal à l'examen de l'autorité sanitaire des ports d'escale et du port de destination.

*Article B 21*

Le médecin de bord est responsable envers le capitaine d'un navire à pèlerins de toutes les mesures nécessaires de désinfection et de désinsectisation à prendre à bord, qui sont exécutées sous son contrôle, ainsi que des mesures précisées dans le paragraphe 2 de l'article B 20.

*Article B 22*

Seules les personnes chargées du traitement des malades ou des soins à leur donner ont accès auprès d'eux quand ils sont atteints d'une maladie de caractère contagieux. A l'exception des médecins, elles ne peuvent entrer en contact avec d'autres personnes à bord, si ce contact est susceptible de propager la maladie.

*Article B 23*

1. En cas de décès d'un pèlerin pendant le voyage, le capitaine mentionne le fait en face du nom du pèlerin décédé, sur la liste prescrite au chiffre i) de la lettre I) de l'article B 13, et, en outre, inscrit sur le livre de bord le nom de la personne décédée, son âge, sa provenance et la cause, ou tout au moins la cause présumée, de sa mort.
2. En cas de décès par maladie de caractère contagieux survenu en mer, le cadavre, préalablement enveloppé d'un suaire imprégné d'une solution désinfectante, est immergé.

*Article B 24*

Les dispositions de la présente annexe ne s'appliquent pas aux navires à pèlerins effectuant un voyage en mer de courte durée, dit « voyage au cabotage ». Ces navires doivent répondre à des conditions spéciales sur lesquelles les Etats intéressés se mettent d'accord.

**TITRE II — AÉRONEFS***Article B 25*

Les dispositions de la Convention de l'Aviation civile internationale (Chicago, 1944) et de ses annexes, qui régissent le transport des passagers par la voie aérienne, et dont l'application peut intéresser l'hygiène de ces passagers, doivent être appliquées avec une rigueur égale, qu'il s'agisse d'aéronefs transportant des pèlerins ou d'aéronefs transportant seulement d'autres passagers.

*Article B 26*

Toute administration sanitaire peut exiger d'un aéronef transportant des pèlerins qu'il ne débarque de pèlerins que sur des aéroports de son territoire spécialement désignés à cet effet.

*Note by the Department of State [1]*

I. On October 1, 1952, World Health Organization Regulations No. 2 came into force with respect to the following Member States of the World Health Organization:

## (a) without reservation—

Afghanistan	Italy
Austria	Japan
Belgium	Korea
Bolivia	Laos
Brazil	Lebanon
Cambodia	Liberia
Canada	Luxembourg
China	Mexico
Costa Rica	Monaco
Cuba	Netherlands [2]
Dominican Republic	New Zealand [2]
Ecuador	Nicaragua
El Salvador	Norway
Ethiopia	Panama
Finland	Paraguay
France [2]	Peru
Guatemala	Portugal [2]
Haiti	Spain
Hashemite Kingdom of the Jordan	Syria
Honduras	Thailand
Iceland	Turkey
Indonesia	United Kingdom [2]
Iran	United States of America
Iraq	Uruguay
Ireland	Venezuela
Israel	Viet-Nam
	Yugoslavia

## (b) with reservations—

Greece (in respect to Article 69)

Pakistan (in respect to Articles 42, 43, 70, 74, 100 and  
Appendix 3)

<sup>1</sup> Source: WHO Director-General's letter (C.L.34.1952 EQ 9-2) to the Secretary of State, Oct. 2, 1952. Not printed.

<sup>2</sup> A footnote in the WHO letter reads: "In respect only of the metropolitan territory—a declaration having been made under paragraph 2 of Article 106 reserving the right to submit on or before 11 December 1952 a rejection or reservation in respect of overseas and outlying territories for whose international relations the State is responsible."

Philippines (in respect to Article 69)

Saudi Arabia (in respect to Articles 61, 63, 64, 69, A1 and A6)

Union of South Africa (in respect to Articles 40, 42, 43, 76  
and 77)

II. On October 1, 1952, World Health Organization Regulations  
No. 2 came into force with respect to the following Non-Member  
State of the World Health Organization:

Vatican City



# NEW ZEALAND

## Atomic Energy: Cooperation for Civil Uses

*Agreement signed at Washington June 13, 1956;  
Entered into force August 29, 1956.*

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### AGREEMENT FOR COOPERATION BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF NEW ZEALAND CONCERNING CIVIL USES OF ATOMIC ENERGY

Whereas the peaceful uses of atomic energy hold great promise for all mankind, and

Whereas the Government of the United States of America and the Government of New Zealand desire to cooperate with each other in the development of such peaceful uses of atomic energy; and

Whereas the design and development of several types of research reactors are well advanced, and

Whereas research reactors are useful in the production of research quantities of radioisotopes, in medical therapy and in numerous other research activities and at the same time are a means of affording valuable training and experience in nuclear science and engineering useful in the development of other peaceful uses of atomic energy including civilian nuclear power; and

Whereas the Government of New Zealand desires to pursue a research and development program looking toward the realization of the peaceful and humanitarian uses of atomic energy and desires to obtain assistance from the Government of the United States of America and United States industry with respect to this program, and

Whereas the Government of the United States of America, acting through the United States Atomic Energy Commission, desires to assist the Government of New Zealand in such a program,

The Parties agree as follows:

#### ARTICLE I

For the purposes of this Agreement.

(a) "Commission" means the United States Atomic Energy Commission or its duly authorized representatives.

(b) "Equipment and devices" means any instrument or apparatus and includes research reactors, as defined herein, and their component parts.

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

(d) The terms "Restricted Data," "atomic weapon," and "special nuclear material" are used in this Agreement as defined in the United States Atomic Energy Act of 1954.

63 Stat. 919.  
42 U. S. C. § 2011  
*et seq.*

## ARTICLE II

Restricted Data shall not be communicated under this Agreement, and no materials or equipment and devices shall be transferred and no services shall be furnished under this Agreement to the Government of New Zealand or authorized persons under its jurisdiction if the transfer of any such materials or equipment and devices or the furnishing of any such services involves the communication of Restricted Data.

## ARTICLE III

1. Subject to the provisions of Article II, the Parties hereto will exchange information in the following fields:

(a) Design, construction, and operation of research reactors and their use as research, development, and engineering tools and in medical therapy

(b) Health and safety problems related to the operation and use of research reactors.

(c) The use of radioactive isotopes in physical and biological research, medical therapy, agriculture, and industry

2. The application or use of any information or data of any kind whatsoever, including design drawings and specifications, exchanged under this Agreement shall be the responsibility of the Party which receives and uses such information or data, and it is understood that the other cooperating Party does not warrant the accuracy, completeness, or suitability of such information or data for any particular use or application.

## ARTICLE IV

1. The Commission will lease to the Government of New Zealand uranium enriched in the isotope U-235, subject to the terms and conditions provided herein, as may be required as initial and

replacement fuel in the operation of research reactors which the Government of New Zealand, in consultation with the Commission, decides to construct and as required in the agreed experiments related thereto. Also, the Commission will lease to the Government of New Zealand uranium enriched in the isotope U-235, subject to the terms and conditions provided herein, as may be required as initial and replacement fuel in the operation of such research reactors as the Government of New Zealand may, in consultation with the Commission, decide to authorize private individuals or private organizations under its jurisdiction to construct and operate, provided the Government of New Zealand shall at all times maintain sufficient control of the material and the operation of the reactor to enable the Government of New Zealand to comply with the provisions of this Agreement and the applicable provisions of the lease arrangement.

2. The quantity of uranium enriched in the isotope U-235 transferred by the Commission under this Article and in the custody of the Government of New Zealand shall not at any time be in excess of six (6) kilograms of contained U-235 in uranium enriched up to a maximum of twenty percent (20%) U-235, plus such additional quantity as, in the opinion of the Commission, is necessary to permit the efficient and continuous operation of the reactor or reactors while replaced fuel elements are radioactively cooling in New Zealand or while fuel elements are in transit, it being the intent of the Commission to make possible the maximum usefulness of the six (6) kilograms of said material.

3. When any fuel elements containing U-235 leased by the Commission require replacement, they shall be returned to the Commission and, except as may be agreed, the form and content of the irradiated fuel elements shall not be altered after their removal from the reactor and prior to delivery to the Commission.

4. The lease of uranium enriched in the isotope U-235 under this Article shall be at such charges and on such terms and conditions with respect to shipment and delivery as may be mutually agreed and under the conditions stated in Articles VIII and IX.

#### ARTICLE V

Materials of interest in connection with defined research projects related to the peaceful uses of atomic energy undertaken by the Government of New Zealand, including source materials, special nuclear materials, byproduct material, other radioisotopes, and stable isotopes, will be sold or otherwise transferred to the Government of New Zealand by the Commission for research purposes in such quantities and under such terms and conditions as

may be agreed when such materials are not available commercially. In no case, however, shall the quantity of special nuclear materials under the jurisdiction of the Government of New Zealand, by reason of transfer under this Article, be, at any one time, in excess of 100 grams of contained U-235, 10 grams of plutonium, and 10 grams of U-233.

#### ARTICLE VI

Subject to the availability of supply and as may be mutually agreed, the Commission will sell or lease, through such means as it deems appropriate, to the Government of New Zealand or authorized persons under its jurisdiction such reactor materials, other than special nuclear materials, as are not obtainable on the commercial market and which are required in the construction and operation of research reactors in New Zealand. The sale or lease of these materials shall be on such terms as may be agreed.

#### ARTICLE VII

It is contemplated that, as provided in this Article, private individuals and private organizations in either the United States or New Zealand may deal directly with private individuals and private organizations in the other country. Accordingly, with respect to the subjects of agreed exchange of information as provided in Article III, the Government of the United States will permit persons under its jurisdiction to transfer and export materials, including equipment and devices, to and perform services for the Government of New Zealand and such persons under its jurisdiction as are authorized by the Government of New Zealand to receive and possess such materials and utilize such services, subject to

- (a) The provisions of Article II.
- (b) Applicable laws, regulations and license requirements of the Government of the United States and the Government of New Zealand.

#### ARTICLE VIII

1. The Government of New Zealand agrees to maintain such safeguards as are necessary to assure that the special nuclear materials received from the Commission shall be used solely for the purposes agreed in accordance with this Agreement and to assure the safekeeping of this material.

2. The Government of New Zealand agrees to maintain such safeguards as are necessary to assure that all other reactor materials, including equipment and devices, purchased in the United States under this Agreement by the Government of New Zealand

or authorized persons under its jurisdiction shall be used solely for the design, construction, and operation of research reactors which the Government of New Zealand decides to construct and operate and for research in connection therewith, except as may otherwise be agreed.

3. In regard to research reactors constructed pursuant to this Agreement, the Government of New Zealand agrees to maintain records relating to power levels of operation and burn-up of reactor fuels and to make annual reports to the Commission on these subjects. If the Commission requests, the Government of New Zealand will permit Commission representatives to observe from time to time the condition and use of any leased material and to observe the performance of the reactor in which the material is used.

4. Some atomic energy materials which the Government of New Zealand may request the Commission to provide in accordance with this arrangement are harmful to persons and property unless handled and used carefully. After delivery of such materials to the Government of New Zealand, the Government of New Zealand shall bear all responsibility, in so far as the Government of the United States is concerned, for the safe handling and use of such materials. With respect to any special nuclear materials or fuel elements which the Commission may, pursuant to this Agreement, lease to the Government of New Zealand or to any private individual or private organization under its jurisdiction, the Government of New Zealand shall indemnify and save harmless the Government of the United States against any and all liability (including third party liability) from any cause whatsoever arising out of the production or fabrication, the ownership, the lease, and the possession and use of such special nuclear materials or fuel elements after delivery by the Commission to the Government of New Zealand or to any authorized private individual or private organization under its jurisdiction.

#### ARTICLE IX

The Government of New Zealand guarantees that.

- (a) Safeguards provided in Article VIII shall be maintained.
- (b) No material, including equipment and devices, transferred to the Government of New Zealand or authorized persons under its jurisdiction, pursuant to this Agreement, by lease, sale, or otherwise will be used for atomic weapons or for research on or development of atomic weapons or for any other military purposes, and that no such material, including equipment and devices, will be transferred to unauthorized persons

or beyond the jurisdiction of the Government of New Zealand except as the Commission may agree to such transfer to another nation and then only if in the opinion of the Commission such transfer falls within the scope of an agreement for cooperation between the United States and the other nation.

#### ARTICLE X

It is the hope and expectation of the Parties that this initial Agreement for Cooperation will lead to consideration of further cooperation extending to the design, construction, and operation of power producing reactors. Accordingly, the Parties will consult with each other from time to time concerning the feasibility of an additional agreement for cooperation with respect to the production of power from atomic energy in New Zealand.

#### ARTICLE XI

1. This Agreement shall enter into force [<sup>1</sup>] on the day on which each Government shall receive from the other Government written notification that it has complied with all statutory and constitutional requirements for the entry into force of such Agreement and shall remain in force for a period of five years.

2. At the expiration of this Agreement or of any extension thereof the Government of New Zealand shall deliver to the United States all fuel elements containing reactor fuels leased by the Commission and any other fuel materials leased by the Commission. Such fuel elements and such fuel materials shall be delivered to the Commission at a site in the United States designated by the Commission at the expense of the Government of New Zealand and such delivery shall be made under appropriate safeguards against radiation hazards while in transit.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed pursuant to duly constituted authority

DONE at Washington, in duplicate, this thirteenth day of June, 1956.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA.

WALTER S ROBERTSON  
*Assistant Secretary of State for Far Eastern Affairs*

LEWIS L STRAUSS  
*Chairman, United States Atomic Energy Commission*

FOR THE GOVERNMENT OF NEW ZEALAND:

L K. MUNRO  
*Ambassador of New Zealand*

<sup>1</sup>Aug. 29, 1956.

# PAKISTAN

## Mutual Defense Assistance: Disposition of Equipment and Materials

*Agreement implementing article I, paragraph 3, of the agreement of May 19, 1954.*

*Signed at Karachi March 15 and May 15, 1956;  
Entered into force May 15, 1956.*

THE FOREIGN SERVICE  
OF THE  
UNITED STATES OF AMERICA

AMERICAN EMBASSY,  
*Karachi, March 15, 1956.*

DEAR MR. MINISTER:

Members of my staff have discussed with officials of the Pakistan Ministry of Defense a draft setting forth procedural arrangements intended to implement Article I, paragraph 3 of the Mutual Defense Assistance Agreement of May 19, 1954. I am informed that agreement was tentatively reached on the following text:

TIAS 2976.  
5 UST 855.

"The Government of the United States of America and the Government of Pakistan undertake the following arrangements in accordance with Article I, paragraph 3 of the Mutual Defense Assistance Agreement of May 19, 1954 between the two Governments, respecting the disposition of military equipment and materials furnished by the Government of the United States and no longer required or used exclusively for the purposes for which they were made available:

1. The Government of Pakistan will report to the Government of the United States such equipment or materials as are no longer required and used exclusively and effectively for the purposes of and in accordance with Article I, paragraph 2 of the Mutual Defense Assistance Agreement. The Government of the United States may also draw to the attention of the appropriate authorities of the Government of Pakistan any equipment or materials which it considers to fall within the scope of these arrangements. When so notified the Pakistan authorities will consult with the representatives of the United States Government to determine whether such items do in fact fall

within such scope. Upon such determination, such items will be disposed of in accordance with the procedures set out in the following paragraphs.

2. The Government of the United States may accept title to such equipment or materials for transfer to a third country or for such other disposition as may be made by the Government of the United States.

3. When title is accepted by the Government of the United States, such equipment or materials will be delivered as it may request free alongside ship at a Pakistan port or free on board inland carrier at a shipping point in Pakistan designated by the Government of the United States, or, in the case of flight-deliverable aircraft, at such airfield in Pakistan as may be designated by the Government of the United States.

4. Such equipment or materials as are not accepted by the Government of the United States will be disposed of by the Government of Pakistan as may be agreed between the two Governments.

5. Any salvage or scrap from military equipment or materials furnished by the Government of the United States shall be reported to the Government of the United States and shall be disposed of in accordance with paragraphs 2, 3, and 4 of the present arrangements."

If the foregoing is satisfactory to you as an implementation of Article I, paragraph 3, of the Mutual Defense Assistance Agreement of May 19, 1954, I suggest you so signify by indicating your approval in the space provided below on both the original hereof and the enclosed copy and return the original hereof for our files and keep the copy for your files.

Sincerely yours,

HORACE A HILDRETH

Horace A. Hildreth  
*Ambassador*

The Honorable

Mr. HAMIDUL HUQ CHOUDHURY,  
*Minister of Foreign Affairs and  
Commonwealth Relations,  
Government of Pakistan,  
Karachi.*

Approved and confirmed this  
15 day of May 1956:

H HUQ  
*Foreign Minister*

# UNION OF BURMA

## Surplus Agricultural Commodities

*Agreement amending article I, paragraph 1, of the agreement* Post, p. 3267.  
*of February 8, 1956.*

*Effectuated by exchange of notes*

*Signed at Rangoon July 25, 1956;*

*Entered into force July 25, 1956.*

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*The American Chargé d'Affaires ad interim to the Burmese Permanent  
Secretary of the Foreign Office*

AMERICAN EMBASSY  
Rangoon, July 25, 1956

No. 55

SIR:

I have the honor to refer to the Agriculture Commodities Agreement entered into by our two Governments February 8th, 1956 providing for financing certain agriculture commodities on or before June 30th, 1956. In view of the late date applications were received for the issuance of purchase authorizations and in view of the fact that arrangements with third countries for processing the cotton into textiles have not been completed, it has not been possible to issue the purchase authorizations by the June 30th, 1956 date provided for in the Agreement.

TIAS 3498.  
Ante, p. 219.

I have the honor to propose that the Agreement of February 8th, 1956 be amended by changing the June 30th, 1956 date in paragraph one, Article I, of the Agreement to read September 30th, 1956.

If you concur in the foregoing, this note and your reply thereto will constitute an Agreement between our two Governments effective upon receipt of your reply modifying the Agreement of February 8th, 1956 in the manner provided for therein.

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

DANIEL M. BRADDOCK  
Charge d'Affaires ad interim

Maha Thray Sithu Mr. JAMES BARRINGTON  
Permanent Secretary  
Foreign Office  
Rangoon

*The Burmese Permanent Secretary of the Foreign Office to the  
American Chargé d'Affaires ad interim*

FOREIGN OFFICE

RANGOON

*July 25, 1956.*

SIR,

I have the honour to acknowledge the receipt of your Note of today's date which reads as follows:

"I have the honor to refer to the Agriculture Commodities Agreement entered into by our two governments on February 8th, 1956 providing for financing certain agriculture commodities on or before June 30th, 1956. In view of the late date applications were received for the issuance of purchase authorizations and in view of the fact that arrangements with third countries for processing the cotton into textiles have not been completed, it has not been possible to issue the purchase authorization by the June 30th, 1956 date provided for in the agreement.

I have the honor to propose that the Agreement of February 8th, 1956 be amended by changing the June 30th, 1956 date in paragraph one, Article I, of the Agreement to read September 30th, 1956.

If you concur in the foregoing, this note and your reply thereto will constitute an agreement between our two governments effective upon receipt of your reply modifying the agreement of February 8th, 1956 in the manner provided for therein."

I have the honour to inform you that the proposal is acceptable to my government. Accordingly, your note and the present reply will constitute an agreement between our two governments effective from today's date modifying the agreement of February 8, 1956 in the manner provided for therein.

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

J BARRINGTON

(J. Barrington)

Mr. DANIEL M. BRADDOCK  
*Charge d'Affaires a. i.,  
American Embassy,  
Rangoon.*

# MULTILATERAL

## General Agreement on Tariffs and Trade

*Third Protocol of supplementary concessions to the agreement  
of October 30, 1947.*

*Done at Geneva July 15, 1955;  
Entered into force September 19, 1956.*

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### THE CONTRACTING PARTIES TO THE GENERAL AGREEMENT ON TARIFFS AND TRADE

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### LES PARTIES CONTRACTANTES A L'ACCORD GENERAL SUR LES TARIFS DOUANIERS ET LE COMMERCE

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#### T H I R D   P R O T O C O L

#### OF SUPPLEMENTARY CONCESSIONS TO THE GENERAL AGREEMENT ON TARIFFS AND TRADE

(Denmark and Federal Republic of Germany)

#### T R O I S I E M E   P R O T O C O L E

#### DE CONCESSIONS ADDITIONNELLES ANNEXE A

#### L'ACCORD GENERAL SUR LES TARIFS DOUANIERS ET LE COMMERCE

(République Fédérale d'Allemagne et Danemark)

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15 July 1955

Geneva

THIRD PROTOCOL OF SUPPLEMENTARY CONCESSIONS  
TO THE GENERAL AGREEMENT ON TARIFFS AND TRADE

(Denmark and the Federal Republic of Germany)

The Governments which are contracting parties to the General Agreement  
TIAS 1700.  
61 Stat., pts. 5 and 6. on Tariffs and Trade (hereinafter referred to as "the contracting parties" and the "General Agreement" respectively), having agreed upon procedures for the conduct of tariff negotiations by two or more contracting parties and for putting into effect under the General Agreement the results of such negotiations,

The Governments of the Kingdom of Denmark and the Federal Republic of Germany which are contracting parties to the General Agreement (hereinafter referred to as "negotiating contracting parties"), having carried out tariff negotiations, and being desirous of so giving effect to the results of these negotiations,

IT IS AGREED:

1. The Schedules annexed to this Protocol shall enter into force on the thirtieth day following the day upon which notification of the intention to apply the concessions provided for in these Schedules has been received by the Executive Secretary to the CONTRACTING PARTIES to the General Agreement from both negotiating contracting parties. Upon their entry into force these Schedules shall be regarded as Schedules to the General Agreement relating to the negotiating contracting parties.

2. (a) In each case in which Article II of the General Agreement refers to the date of that Agreement, the applicable date in respect of the Schedules annexed to this Protocol shall be the date of this Protocol.

(b) In the case of the date in paragraph 1 of Article XXVIII of the General Agreement, the applicable date in respect of the Schedules annexed to this Protocol shall be 1 January 1958.

<sup>[1]</sup>  
1 Sept. 19, 1956.

3. (a) The original text of this Protocol shall be deposited with the Executive Secretary to the CONTRACTING PARTIES to the General Agreement. It shall be open for signature by the negotiating contracting parties and any other contracting party at the Headquarters of the CONTRACTING PARTIES in Geneva.

(b) The Executive Secretary to the CONTRACTING PARTIES shall promptly furnish a certified copy of this Protocol, and a notification of each signature thereto, and of each notification under paragraph 1, to each contracting party to the General Agreement.

(c) The Executive Secretary to the CONTRACTING PARTIES is authorized to register this Protocol on behalf of the CONTRACTING PARTIES with the Secretariat of the United Nations in accordance with Article 102 of the Charter of the United Nations.

TS 993.  
59 Stat. 1052.

4. The date of this Protocol shall be 15 July 1955.

IN WITNESS WHEREOF the respective representatives have signed this Protocol.

DONE at Geneva, in a single copy, in the English and French languages, both texts authentic except as otherwise specified in the Schedules annexed hereto.

TROISIÈME PROTOCOLE DE CONCESSIONS ADDITIONNELLES  
ANNEXE A L'ACCORD GÉNÉRAL SUR LES TARIFS DOUANIERS  
ET LE COMMERCE  
(République fédérale d'Allemagne et Danemark)

Les gouvernements qui sont parties contractantes à l'Accord général sur les Tarifs douaniers et le Commerce (dénommés ci-après les "parties contractantes" et l'"Accord général" respectivement), ayant adopté des procédures concernant la conduite de négociations tarifaires engagées par deux ou plusieurs parties contractantes et la mise en vigueur, au titre de l'Accord général, des résultats de telles négociations,

Les Gouvernements de la République fédérale d'Allemagne et du Royaume de Danemark qui sont parties contractantes à l'Accord général (dénommés ci-après "parties contractantes ayant pris part aux négociations") ayant mené à chef des négociations tarifaires et désirant mettre ainsi en vigueur les résultats de ces négociations,

IL EST CONVENU CE QUI SUIT:

1. Les Listes annexées au présent Protocole entreront en vigueur le trentième jour qui suivra celui où le Secrétaire exécutif des PARTIES CONTRACTANTES à l'Accord général sur les Tarifs douaniers et le Commerce aura reçu notification des deux parties contractantes ayant pris part aux négociations de leur intention d'appliquer les concessions reprises dans ledites Listes. Lors de leur entrée en vigueur, ces Listes seront considérées comme étant des Listes annexées à l'Accord général relatives aux parties contractantes ayant pris part aux négociations.

2. a) Dans chaque cas où l'article II de l'Accord général mentionne la date dudit Accord, la date applicable en ce qui concerne les Listes annexées au présent Protocole sera celle du présent Protocole.

b) Dans le cas où il s'agit de la date mentionnée au paragraphe premier de l'article XXVIII de l'Accord général, la date applicable en ce qui concerne les Listes annexées au présent Protocole sera le 1er janvier 1958.

3. a) Le texte original du présent Protocole sera déposé auprès du Secrétaire exécutif des PARTIES CONTRACTANTES à l'Accord général. Il sera ouvert, au siège des PARTIES CONTRACTANTES à Genève, à la signature des parties contractantes ayant pris part aux négociations et de toute autre partie contractante.

b) Le Secrétaire exécutif des PARTIES CONTRACTANTES transmettra sans retard à chacune des parties contractantes à l'Accord général copie certifiée conforme du présent Protocole; il l'avisera promptement de chaque signature qui y sera apposée et de chaque notification adressée conformément au paragraphe 1.

c) Le Secrétaire exécutif des PARTIES CONTRACTANTES est autorisé à faire enregistrer le présent Protocole, au nom des PARTIES CONTRACTANTES, auprès du secrétariat des Nations Unies, conformément à l'article 102 de la Charte des Nations Unies.

4. Le présent Protocole portera la date du 15 juillet 1955.

EN FOI DE QUOI les représentants dûment autorisés ont signé le présent Protocole.

FAIT à Genève, en un seul exemplaire, en langues française et anglaise, les deux textes faisant également foi, sauf dispositions contraires des Listes ci-annexées.

For the Kingdom  
of Denmark

Pour le Royaume  
de Danemark

H. E. Kastoft.  
10 August 1955.

For the Federal Republic  
of Germany

Pour la République  
Fédérale d'Allemagne

Hagemann  
20. July 1955

Certified true copy:

Copie certifiée conforme:

*E. Wyndham White*

Executive Secretary

Secrétaire exécutif

A N N E X

A N N E X E

SCHEDULE XXII - DENMARK

This schedule is authentic only in the English language

PART IMost-Favoured-Nation Tariff

Tariff Item Number	Description of Products	Rate of Duty
ex 48 b	Switches, sockets, fuse holders and fuse plugs	Kr. 0.40 per kg. plus 10% ad valorem with freedom to apply an ad valorem rate up to 20%
ex 48 c	Switches, sockets, safety appliances, fuse holders and fuse plugs, transformers	Kr. 0.40 per kg with with freedom to apply an ad valorem rate up to 20%
ex 76 e	Buttons of mother-of-pearl, galalith and other plastic materials	Kr. 2.00 per kg. with freedom to change to 7½% ad valorem
116 c	Cameras and binoculars, also shutters, viewfinders, diaphragms and mounted lenses therefor	10% ad valorem
ex 116 f	Microscopes	Kr. 0.70 per kg. with freedom to change to 10% ad valorem
ex 156.2	Sewing yarn of artificial silk, put up for retail sale	Kr. 2.50 per kg. with freedom to change to 15% ad. valorem
ex 156.7	Yarn of artificial silk, multiple twist, not put up for retail sale	Kr. 2.50 per kg. with freedom to change to 15% ad valorem

SCHEDULE XCII - DENMARKPART I

(continued)

Tariff Item Number	Description of Products	Rate of Duty
178.7	Other piece-goods of artificial silk	Kr. 9.00 per kg. with freedom to change to 20% ad valorem
181.7	Cotton piece-goods, figured or printed	Kr. 1.35 per kg. with freedom to change to 12½% ad valorem
181.8	Cotton piece-goods, dyed in one single colour, not figured	Kr. 1.05 per kg. with freedom to change to 12½% ad valorem

PART IIPreferential TariffNIL

LISTE XXXIII - REPUBLIQUE FEDERALE D'ALLEMAGNE

Seul le texte français de la présente Liste fait foi.

PARTIE ITarif de la nation la plus favorisée

<u>Position du tarif allemand</u>	<u>Désignation des produits</u>	<u>Droit</u>
0301	Poissons, vivants ou morts, frais, réfrigérés ou congelés: A - poissons d'eau douce: 1 - saumons: du 1er mai au 31 octobre .... du 1er novembre au 30 avril... ex 3 - anguilles: du 1er novembre au 30 avril.. B - poissons de mer: 1 - entiers ou découpés, à l'exclusion des filets: ex c - autres: aiguillats, taupes et autres squales, raies, y compris leurs lobes ventraux ..... maquereaux .....	3 % 12 %  3 %
0507	A - Plumes à lit et duvet: 2 - simplement nettoyées ou blanchies, non teints .....	6 %
ex 3213	Rocou dissout dans des huiles grasses ou dans de la lessive de potasse étendue, non conditionné pour la vente au détail .....	20 %
3214	ex B - Rocou dissout dans des huiles grasses ou dans de la lessive de potasse étendue, conditionné pour la vente au détail .....	20 %
3826	ex B - Echangeurs d'ions et matières minérales naturelles régénérées .....	Franchise

LISTE XXXIII — REPUBLIQUE FEDERALE D'ALLEMAGNEPartie I (suite)

Position du tarif allemand	Désignation des produits	Droit
4008	Plaques, feuilles et bandes en caoutchouc vulcanisé non durci, non découpées ou découpées de forme carrée ou rectangulaire; profilées;  B - combinés avec des matières textiles, des métaux ou d'autres matières .....	20 %
ex 4014	Protecteurs anti-clous pour chambres à air de pneumatiques, composés de deux couches en caoutchouc naturel, d'une couche de polybutadiène-styrene et de quatre couches intérieures de tissu .....	15 %
4418	Lames, frises et panneaux pour parquets:  ex A - Lames et frises en bois de hêtre, non assemblées .....	18 %
ex 5804	Dessus de coussins, préparés pour la broderie à l'aide d'un dessin tracé au fil, même avec matériel de broderie ajouté en quantité requise pour l'exécution du travail .....	10 %
	<u>Note.</u>  Les dessus de coussins, préparés pour la broderie à l'aide d'un dessin tracé au fil consistent d'un tissu de fond en toile grossière (canevas) sur lequel un dessin est tracé au fil. Le matériel de broderie ajouté en quantité requise pour l'exécution du travail comprend le fil de broderie qui correspond en couleur et en quantité au dessin pré-tracé.	
8406	Moteurs à explosion ou à combustion interne, à piston:  A - pour cycles, motocycles et automobiles:  2 - parties et pièces détachées de moteurs:  ex a - segments de piston en forme de lamelles, d'une hauteur	

LISTE XXXIII - REPUBLIQUE FEDERALE D'ALLEMAGNEPartie I (suite)

Position du tarif allemand	Désignation des produits	Droit
8406 (suite)	(mesurée dans le sens du mouvement de piston) de 1 mm ou moins .....  ex b - segments de piston en forme de lamelles, d'une hauteur (mesurée dans le sens du mouvement de piston) de 1 mm ou moins .....	15 %  15 %
	C - autres: 2 - parties et pièces détachées: ex b - segments de piston en forme de lamelles, d'une hauteur (mesurée dans le sens du mouvement de piston) de 1 mm ou moins .....	15 %
ex 8455	Machines à authentifier les chèques, ne comportant pas de dispositif de totalisation .....	10 %
8706	B - ex 2 - Dispositifs à griffes rétractables pour l'adhésion au scl, pour roues de voitures automobiles ou de tracteurs..	18 %
8712	ex A - Voitures pour le transport des marchandises .....	10 %
	C - ex 2 - roues, même garnies de pneumatiques .....	10 %
<u>PARTIE II</u>		
<u>Tarif préférentiel</u>		
Néant.		

*Translation***SCHEDULE XXXIII—FEDERAL REPUBLIC OF GERMANY**

This schedule is authentic only in the French language.

**PART I****Most-favored-nation-tariff**

German Tariff Item Number	Description of products	Rate of Duty
0301	Fish, live or dead, fresh, chilled, or frozen: A—Fresh-water fish: 1—Salmon: From May 1 to October 31 . . . . . From November 1 to April 30 . . . . . ex 3—Eels: From November 1 to April 30 . . . . . B—Sea fish: 1—Whole or cut up, not including fish in fillets: ex c—Other: Piked dog-fish, porbeagle and other shark, ray, including ventral flaps thereof . . . . . Mackerel . . . . .	3% 12% 3%  3% 3%
0507	A—Bed feathers and down: 2—Cleaned or bleached, but not dyed or further prepared . . . . .	6%
ex 3213	Annatto dissolved in fatty oils or in diluted potash lye, not prepared for retail sale . . . . .	20%
3214	ex B—Annatto dissolved in fatty oils or in diluted potash lye, prepared for retail sale . . . . .	20%
3826	ex B—Exchangers of ions in regenerated natural mineral substances . . . . .	Free
4008	Slabs, sheets and strips of non-hardened vulcanized rubber, whether or not cut into squares or rectangles; shaped: B—Combined with textile materials, metals or other materials . . . . .	20%
ex 4014	Nail-proof protectors for tire tubes, composed of two natural rubber layers, one polybutadiene-styrene layer and four inner layers of woven fabric . . . . .	15%

German Tariff Item Number	Description of products	Rate of Duty
4418	Blocks, framing strips and panels for parquet flooring: ex A—Blocks and framing strips of beechwood, un-assembled . . . . .	18%
ex 5804	Cushion covers, prepared for embroidery by means of a design outlined in thread, whether or not provided with embroidery materials in the requisite quantity for executing the work . . . . .	10%
	<p><u>Note.</u></p> <p>The cushion covers, prepared for embroidery by means of a design outlined in thread, consist of a foundation cloth of coarse fabric (canvas) on which a design is outlined in thread. The embroidery materials supplied in the requisite quantity for executing the work include embroidery thread which corresponds in color and quantity to the pre-traced design.</p>	
8406	Piston engines, explosion or internal combustion type: A—Suitable for autocycles, motorcycles and automobiles: 2—Parts of engines: ex a—Piston rings made in layers up to 1 mm thick (measured in the direction of movement of the piston) . . . . . ex b—Piston rings made in layers up to 1 mm thick (measured in the direction of movement of the piston) . . . . . C—Other: 2—Parts: ex b—Piston rings made in layers up to 1 mm thick (measured in the direction of movement of the piston) . . . . .	15% 15% 15%
ex 8455	Check-writing machines, not incorporating calculating devices . . . . .	10%
8706	B—ex 2—Devices with retractable claws for adhesion to the ground, for automobile or tractor wheels . . . . .	18%
8712	ex A—Vehicles for the transportation of goods . . . . . C—ex 2—Wheels, whether fitted with tires or not . . . . .	10% 10%

PART IIPreferential Tariff

Nil.

# MULTILATERAL

## General Agreement on Tariffs and Trade

*Fourth Protocol of supplementary concessions to the agreement  
of October 30, 1947.*

*Done at Geneva July 15, 1955;  
Entered into force September 19, 1956.*

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### THE CONTRACTING PARTIES TO THE GENERAL AGREEMENT ON TARIFFS AND TRADE

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### LES PARTIES CONTRACTANTES A L'ACCORD GENERAL SUR LES TARIFS DOUANIERS ET LE COMMERCE

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#### FOURTH PROTOCOL

OF SUPPLEMENTARY CONCESSIONS TO  
THE GENERAL AGREEMENT ON TARIFFS AND TRADE  
(Federal Republic of Germany and Norway)

#### QUATRIEME PROTOCOLE

DE CONCESSIONS ADDITIONNELLES ANNEXE A L'ACCORD  
GENERAL SUR LES TARIFS DOUANIERS ET LE COMMERCE  
(République Fédérale d'Allemagne et Norvège)

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15 July 1955

Geneva

FOURTH PROTOCOL OF SUPPLEMENTARY CONCESSIONS  
TO THE GENERAL AGREEMENT ON TARIFFS AND TRADE

(Federal Republic of Germany and Norway)

The Governments which are contracting parties to the General Agreement  
TIAS 1700.  
61 Stat., pts. 5 and  
6. on Tariffs and Trade (hereinafter referred to as "the contracting parties"  
and the "General Agreement" respectively), having agreed upon procedures for  
the conduct of tariff negotiations by two or more contracting parties and  
for putting into effect under the General Agreement the results of such  
negotiations,

The Governments of the Federal Republic of Germany and the Kingdom of  
Norway which are contracting parties to the General Agreement (hereinafter  
referred to as "negotiating contracting parties"), having carried out  
tariff negotiations, and being desirous of so giving effect to the results  
of these negotiations,

IT IS AGREED:

[1]

1. The Schedules annexed to this Protocol shall enter into force on  
the thirtieth day following the day upon which notification of the intention  
to apply the concessions provided for in these Schedules has been received  
by the Executive Secretary to the CONTRACTING PARTIES to the General Agree-  
ment from both negotiating contracting parties. Upon their entry into  
force these Schedules shall be regarded as Schedules to the General Agreement  
relating to the negotiating contracting parties.

2. (a) In each case in which Article II of the General Agreement  
refers to the date of that Agreement, the applicable date in respect of the  
Schedules annexed to this Protocol shall be the date of this Protocol.

(b) In the case of the date in paragraph 1 of Article XXVIII of  
the General Agreement, the applicable date in respect of the Schedules  
annexed to this Protocol shall be 1 January 1958.

<sup>1</sup> Sept. 19, 1956.

3. (a) The original text of this Protocol shall be deposited with the Executive Secretary to the CONTRACTING PARTIES to the General Agreement. It shall be open for signature by the negotiating contracting parties and any other contracting party at the Headquarters of the CONTRACTING PARTIES in Geneva.

(b) The Executive Secretary to the CONTRACTING PARTIES shall promptly furnish a certified copy of this Protocol, and a notification of each signature thereto, and of each notification under paragraph 1, to each contracting party to the General Agreement.

(c) The Executive Secretary to the CONTRACTING PARTIES is authorized to register this Protocol on behalf of the CONTRACTING PARTIES with the Secretariat of the United Nations in accordance with Article 102 of the Charter of the United Nations.

TS 993.  
59 Stat. 1052.

4. The date of this Protocol shall be 15 July 1955.

IN WITNESS WHEREOF the respective representatives have signed this Protocol.

DONE at Geneva, in a single copy, in the English and French languages, both texts authentic except as otherwise specified in the Schedules annexed hereto.

QUATRIÈME PROTOCOLE DE CONCESSIONS ADDITIONNELLESANNEXE A L'ACCORD GÉNÉRAL SUR LES TARIFS DOUANIERSET LE COMMERCE

(République fédérale d'Allemagne et Norvège)

Les gouvernements qui sont parties contractantes à l'Accord général sur les Tarifs douaniers et le Commerce (dénommés ci-après les "parties contractantes" et l'"Accord général" respectivement), ayant adopté des procédures concernant la conduite de négociations tarifaires engagées par deux ou plusieurs parties contractantes et la mise en vigueur, au titre de l'Accord général, des résultats de telles négociations,

Les Gouvernements de la République fédérale d'Allemagne et du Royaume de Norvège qui sont parties contractantes à l'Accord général (dénommés ci-après "parties contractantes ayant pris part aux négociations") ayant mené à chef des négociations tarifaires et désirant mettre ainsi en vigueur les résultats de ces négociations,

IL EST CONVENU CE QUI SUIT:

1. Les Listes annexées au présent Protocole entreront en vigueur le trentième jour qui suivra celui où le Secrétaire exécutif des PARTIES CONTRACTANTES à l'Accord général sur les Tarifs douaniers et le Commerce aura reçu notification des deux parties contractantes ayant pris part aux négociations de leur intention d'appliquer les concessions reprises dans lesdites Listes. Lors de leur entrée en vigueur, ces Listes seront considérées comme étant des Listes annexées à l'Accord général relatives aux parties contractantes ayant pris part aux négociations.

2, a) Dans chaque cas où l'article II de l'Accord général mentionne la date dudit Accord, la date applicable en ce qui concerne les Listes annexées au présent Protocole sera celle du présent Protocole.

b) Dans le cas où il s'agit de la date mentionnée au paragraphe premier de l'article XXVIII de l'Accord général, la date applicable en ce qui concerne les Listes annexées au présent Protocole sera le 1er janvier 1958.

3. a) Le texte original du présent Protocole sera déposé auprès du Secrétaire exécutif des PARTIES CONTRACTANTES à l'Accord général. Il sera ouvert, au siège des PARTIES CONTRACTANTES à Genève, à la signature des parties contractantes ayant pris part aux négociations et de toute autre partie contractante.

b) Le Secrétaire exécutif des PARTIES CONTRACTANTES transmettra sans retard à chacune des parties contractantes à l'Accord général copie certifiée conforme du présent Protocole; il l'avisera promptement de chaque signature qui y sera apposée et de chaque notification adressée conformément au paragraphe 1.

c) Le Secrétaire exécutif des PARTIES CONTRACTANTES est autorisé à faire enregistrer le présent Protocole, au nom des PARTIES CONTRACTANTES, auprès du secrétariat des Nations Unies, conformément à l'article 102 de la Charte des Nations Unies.

4. Le présent Protocole portera la date du 15 juillet 1955.

EN FOI DE QUOI les représentants dûment autorisés ont signé le présent Protocole.

FAIT à Genève, en un seul exemplaire, en langues française et anglaise, les deux textes faisant également foi, sauf dispositions contraires des Listes ci-annexées.

For the Federal Republic  
of Germany

Pour la République  
Fédérale d'Allemagne

Hagemann

20. July 1955

For the Kingdom  
of Norway

Pour le Royaume  
de Norvège

Henr. A. Broch.

le 29 septembre 1955.

Certified true copy:

Copie certifiée conforme:

*E. Wyndham White*

E. Wyndham White  
Executive Secretary

Secrétaire exécutif

A N N E X

A N N E X E

SCHEDULE XIV - NORWAY

This schedule is authentic only in the English language

PART IMost-Favoured-Nation Tariff

Tariff Item Number	Description of Products	Rate of Duty
ex 277	Optical glasses with frames n.e.m., such as burning-glasses, magnifying glasses, lanterna magica etc.	Kr. 8.00 per kg. with freedom to apply an ad valorem rate up to 10%
333 a	Hand cameras and parts thereof, including lenses, with or without cases	12% a.v.
ex 400	Binoculars, with or without cases, including immediate packing	Kr. 8.00 per kg. with freedom to apply an ad valorem rate up to 10%
ex 400	Microscopes, with or without cases, including immediate packing	Kr. 8.00 per kg. with freedom to apply an ad valorem rate up to 10%
ex 540	Endless gauze of bronze or other copper alloys for papermaking machines	10% a.v.
ex 611 a	Other pocket knives and blades for pocket knives, including immediate packing	Kr. 8.00 per kg.
ex 616	Scissors (polished)	Kr. 1.40 per kg. with freedom to apply an ad valorem rate up to 5%
897 b	Drawing machines and parts thereof n.e.m.	12% a.v.

SCHEDULE XIV - NORWAY

PART II

Preferential Tariff

NIL

LISTE XXXIII - REPUBLIQUE FEDERALE D'ALLEMAGNE

Seul le texte français de la présente Liste fait foi.

PARTIE ITarif de la nation la plus favorisée

Position du tarif allemand	Désignation des produits	Droit
1504	A - Huile de foie de morue: ex 2 - raffinée, y compris l'huile de foie de morue médicinale: autre (que raffinée mécaniquement), y compris l'huile de foie de morue médicinale .....	10 %
1510	A - Acides gras d'une teneur en acides gras libres égale ou supérieure à 85% .....	10 %
1604	Préparations et conserves de poissons, y compris le caviar et ses succédanés et les soupes aux poissons: C - autres: ex 1 - en récipients hermétiquement fermés d'un poids de 500 g ou moins: e - harengs, à l'exclusion des harengs d'une longueur maximum du poisson vivant de 16 cm, préparés à l'huile ou avec des tomates ou avec les deux, même avec addition de sel .....	20 %
	ex 2 - harengs en récipients d'un poids de 500 g ou moins, à l'exclusion des harengs d'une longueur maximum du poisson vivant de 16 cm, préparés à l'huile ou avec des tomates ou avec les deux, même avec addition de sel .....	20 %
2301	ex C - Farines de baleines, même en poudres fines .....	5 %

LISTE XXXIII - REPUBLIQUE FEDERALE D'ALLEMAGNEPartie I (suite)

Position du tarif allemand	Désignation des produits	Droit
ex 2307	Les dits "solubles" séchés de poissons ou de baleines .....	5 %
3816	ex B - Extrait de lignine à base de sel d'ammonium de l'acide lignosulfonique .....	20 %
3826	ex B - Alcools gras industriels: saturés ..... non saturés.....	10 % 12 %
4701	Pâtes à papier: B - de bois: 1 - mécaniques, même blanchies, ou mi-chimiques .....	7 %
7302	Ferro-alliages: A - Ferro-manganèse: 2 - autre (que celui contenant plus de 2% de carbone (ferro-manganèse carburé) .....	10 %
	ex C - Ferro-silicium d'une teneur en silicium de plus de 15 % .....	12 %
	D - Ferro-silico-manganèse, jusqu'au 31 décembre 1957 .....	Franchise
	ex E - Ferro-chrome .....	10 %
7701	A - Magnésium brut (en lingots, billettes, plaques et pains), jusqu'au 31 décembre 1956 .....	Franchise
9706	ex A - Skis sans leurs accessoires de fixation .....	12 %
<u>PARTIE II</u>		
<u>Tarif préférentiel</u>		
Néant.		

*Translation***SCHEDULE XXXIII—FEDERAL REPUBLIC OF GERMANY**

This schedule is authentic only in the French language.

**PART I****Most-favored-nation tariff**

German Tariff Item Number	Description of Products	Rate of Duty
1504	A—Cod Liver oil: ex 2—Refined, including pharmaceutical cod liver oil: Other (than mechanically refined), including pharmaceutical cod liver oil . . . . .	10%
1510	A—Fatty acids with an 85% or higher content of free fatty acids . . . . .	10%
1604	Prepared or preserved fish and fish products, including caviar, caviar substitutes and fish soups: C—Other: ex 1—In hermetically sealed containers of a weight not exceeding 500 grams: e—Herring, except herring not more than 16 cm. long when alive, prepared with oil or tomatoes or both, salted or not . . . . .	20%
	ex 2—Herring in containers of a weight not exceeding 500 gr., except herring not more than 16 cm. long when alive, prepared with oil or tomatoes or both, salted or not. . . . .	20%
2301	ex C—Whale flour or meal . . . . .	5%
ex 2307	The dried so-called "solubles" of fish or whale . . . . .	5%
3816	ex B—Lignin extract, with an ammonium salt base, from lignosulfonic acid. . . . .	20%
3826	ex B—Industrial fatty alcohols: Saturated . . . . . Non-saturated . . . . .	10% 12%
4701	P脉 for paper-making: B—Wood pulps: 1—Mechanical, whether bleached or not, or semi-chemically prepared . . . . .	7%

German Tariff Item Number	Description of Products	Rate of Duty
7302	Iron alloys: A—Ferromanganese: 2—Other (than that containing more than 2% carbon [carburized ferromanganese]) . . . . . ex C—Ferrosilicon with a silicon content exceeding 15%. D—Ferrosilicon manganese, up to December 31, 1957. ex E—Ferrochromium . . . . .	10% 12% Free 10%
7701	A—Crude magnesium (in ingots, billets, plates and pigs), up to December 31, 1956 . . . . .	Free
9706	ex A—Skis without their fastening accessories . . . . .	12%
<u>PART II</u> <u>Preferential Tariff</u> Nil.		



# MULTILATERAL

## General Agreement on Tariffs and Trade

*Fifth Protocol of supplementary concessions to the agreement  
of October 30, 1947.*

*Done at Geneva July 15, 1955;  
Entered into force September 19, 1956.*

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### THE CONTRACTING PARTIES TO THE GENERAL AGREEMENT ON TARIFFS AND TRADE

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LES PARTIES CONTRACTANTES A L'ACCORD GENERAL  
SUR LES TARIFS DOUANIERS ET LE COMMERCE

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#### FIFTH PROTOCOL

OF SUPPLEMENTARY CONCESSIONS TO  
THE GENERAL AGREEMENT ON TARIFFS AND TRADE  
(Federal Republic of Germany and Sweden)

CINQUIEME PROTOCOLE  
DE CONCESSIONS ADDITIONNELLES ANNEXE A  
L'ACCORD GENERAL SUR LES TARIFS DOUANIERS ET LE COMMERCE  
(République Fédérale d'Allemagne et Suède)

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15 July 1955

Geneva

FIFTH PROTOCOL OF SUPPLEMENTARY CONCESSIONS  
TO THE GENERAL AGREEMENT ON TARIFFS AND TRADE

(Federal Republic of Germany and Sweden)

TIAS 1700.  
61 Stat., pts. 5 and  
6.

The Governments which are contracting parties to the General Agreement on Tariffs and Trade (hereinafter referred to as "the contracting parties" and the "General Agreement" respectively), having agreed upon procedures for the conduct of tariff negotiations by two or more contracting parties and for putting into effect under the General Agreement the results of such negotiations,

The Governments of the Federal Republic of Germany and the Kingdom of Sweden which are contracting parties to the General Agreement (hereinafter referred to as "negotiating contracting parties"), having carried out tariff negotiations, and being desirous of so giving effect to the results of these negotiations,

IT IS AGREED:

[1]

1. The Schedules annexed to this Protocol shall enter into force on the thirtieth day following the day upon which notification of the intention to apply the concessions provided for in these Schedules has been received by the Executive Secretary to the CONTRACTING PARTIES to the General Agreement from both negotiating contracting parties. Upon their entry into force these Schedules shall be regarded as Schedules to the General Agreement relating to the negotiating contracting parties.

2. (a) In each case in which Article II of the General Agreement refers to the date of that Agreement, the applicable date in respect of the Schedules annexed to this Protocol shall be the date of this Protocol.

(b) In the case of the date in paragraph 1 of Article XXVIII of the General Agreement, the applicable date in respect of the Schedules annexed to this Protocol shall be 1 January 1958.

<sup>1</sup> Sept. 19, 1956.

3. (a) The original text of this Protocol shall be deposited with the Executive Secretary to the CONTRACTING PARTIES to the General Agreement. It shall be open for signature by the negotiating contracting parties and any other contracting party at the Headquarters of the CONTRACTING PARTIES in Geneva.

(b) The Executive Secretary to the CONTRACTING PARTIES shall promptly furnish a certified copy of this Protocol, and a notification of each signature thereto, and of each notification under paragraph 1, to each contracting party to the General Agreement.

(c) The Executive Secretary to the CONTRACTING PARTIES is authorized to register this Protocol on behalf of the CONTRACTING PARTIES with the Secretariat of the United Nations in accordance with Article 102 of the Charter of the United Nations.

TS 993.  
59 Stat. 1052.

4. The date of this Protocol shall be 15 July 1955.

IN WITNESS WHEREOF the respective representatives have signed this Protocol.

DONE at Geneva, in a single copy, in the English and French languages, both texts authentic except as otherwise specified in the Schedules annexed hereto.

CINQUIEME PROTOCOLE DE CONCESSIONS ADDITIONNELLESANNEXE A L'ACCORD GÉNÉRAL SUR LES TARIFS DOUANIERSET LE COMMERCE(République fédérale d'Allemagne et Suède)

Les gouvernements qui sont parties contractantes à l'Accord général sur les Tarifs douaniers et le Commerce (dénommés ci-après les "parties contractantes" et l'"Accord général" respectivement), ayant adopté des procédures concernant la conduite de négociations tarifaires engagées par deux ou plusieurs parties contractantes et la mise en vigueur, au titre de l'Accord général, des résultats de telles négociations,

Les Gouvernements de la République fédérale d'Allemagne et du Royaume de Suède qui sont parties contractantes à l'Accord général (dénommés ci-après "parties contractantes ayant pris part aux négociations") ayant mené à chef des négociations tarifaires et désirant mettre ainsi en vigueur les résultats de ces négociations,

IL EST CONVENU CE QUI SUIT:

1. Les Listes annexées au présent Protocole entreront en vigueur le trentième jour qui suivra celui où le Secrétaire exécutif des PARTIES CONTRACTANTES à l'Accord général sur les Tarifs douaniers et le Commerce aura reçu notification des deux parties contractantes ayant pris part aux négociations de leur intention d'appliquer les concessions reprises dans lesdites Listes. Lors de leur entrée en vigueur, ces Listes seront considérées comme étant des Listes annexées à l'Accord général relatives aux parties contractantes ayant pris part aux négociations.

2. a) Dans chaque cas où l'article II de l'Accord général mentionne la date dudit Accord, la date applicable en ce qui concerne les Listes annexées au présent Protocole sera celle du présent Protocole.

b) Dans le cas où il s'agit de la date mentionnée au paragraphe premier de l'article XXVIII de l'Accord général, la date applicable en ce qui concerne les Listes annexées au présent Protocole sera le 1er janvier 1958.

3. a) Le texte original du présent Protocole sera déposé auprès du Secrétaire exécutif des PARTIES CONTRACTANTES à l'Accord général. Il sera ouvert, au siège des PARTIES CONTRACTANTES à Genève, à la signature des parties contractantes ayant pris part aux négociations et de toute autre partie contractante.

b) Le Secrétaire exécutif des PARTIES CONTRACTANTES transmettra sans retard à chacune des parties contractantes à l'Accord général copie certifiée conforme du présent Protocole; il l'avisera promptement de chaque signature qui y sera apposée et de chaque notification adressée conformément au paragraphe 1.

c) Le Secrétaire exécutif des PARTIES CONTRACTANTES est autorisé à faire enregistrer le présent Protocole, au nom des PARTIES CONTRACTANTES, auprès du secrétariat des Nations Unies, conformément à l'article 102 de la Charte des Nations Unies.

4. Le présent Protocole portera la date du 15 juillet 1955.

EN FOI DE QUOI les représentants dûment autorisés ont signé le présent Protocole.

FAIT à Genève, en un seul exemplaire, en langues française et anglaise, les deux textes faisant également foi, sauf dispositions contraires des Listes ci-annexées.

For the Federal Republic  
of Germany

Pour la République  
Fédérale d'Allemagne

Hagemann  
26. Juli 1955

For the Kingdom  
of Sweden

Pour le Royaume  
de Suède

P B Kollberg  
1. August 1955

Certified true copy:

Copie certifiée conforme:

E. Wyndham White

Executive Secretary

Secrétaire exécutif

A N N E X

A N N E X E

SCHEDULE XXX - SWEDEN

This schedule is authentic only in the English language.

PART IMost-Favoured-Nation Tariff

Tariff Item Number	Description of Products	Rate of Duty (1)	
		A kr. per 100 Kg. (2)	B Ad valorem
186	Oxalic acid also potassium, sodium and ammonium oxalates .....	Free	
ex 223	Plasters for medical use <u>ad val.</u>	15 %	
ex 223	Chemical products for photography (mixed products) ..... <u>ad val.</u>	10 %	
224	Chemical products for photography, including flash light materials, put up for retail sale ... <u>ad val.</u>	10 %	
225	Sensitive paper for photography . Films of all kinds for photography: Other kinds: Other: Other .....	30:-	4 %
227:3	Colours in tubes, glass saucers, porcelain pans and in similar containers for retail sale, not weighing more than 250 grammes gross; colour boxes with or without accessories, and colour for colour boxes .....	150:-	4 %
244	Lacquers and lac colours, solid or liquid; also varnish not classified under No. 252: Other kinds: Other: Other (than cellulose lacquers) ..... <u>ad val.</u>	150:-	12 %
ex 254:2	Gelatine glue .....	15 %	
ex 278	Gelatine, in sheets of an average weight not exceeding 8 grammes per 100 sq.cm.: manufactures of gelatine not classified under any other heading .....	20:-	10 %
282		100:-	15 %

SCHEDULE XXX - SWEDENPART I - (continued)

Tariff Item Number	Description of Products	Rate of Duty (1)	
		A Kr. per 100 Kg. (2)	B Ad valorem
289	Fireworks, also Bengal matches, detonating signals, detonating powder and crackers .....	300:-	20 %
ex 336:4	Manufactures of rubber, synthetic or not, of gutta-percha and balata; also of faktis and other similar rubber substitutes: Other manufactures, n.s.m., including erasers and surgical articles: Medical and surgical articles of unhardened vulcanised rubber; preventives .....	120:-	10 %
ex 373	Paper: Other kinds, n.s.m.: Other: Vegetable parchment paper	10:-	5 %
ex 398:1	Sewing silk put up for retail sale: Natural . .....	550:-	12 %
477:2	Tissues, n.s.m.: Containing silk: Other kinds: Of silk alone or of silk in combination with not more than 15 % of other textile materials: Of artificial silk alone or in combination with not more than 15 % of other textile materials, weighing per square metre: Less than 200 grammes.. <u>minimum:ad val.</u>	1000:- 25 %	
	Of jute without admixture of textile materials other than coconut fibre or coconut yarn:		

SCHEDULE XXX - SWEDENPART I - (continued)

Tariff Item Number	Description of Products	Rate of Duty (1)	
		A Kr. per 100 Kg. (2)	B Ad valorem
517	Unbleached and undyed, containing in a square of 2 cm. side a total of: More than 15 but less than 35 warp and weft threads ..	12:-	15 %
634	Umbrellas and parasols: Of wares of yarn containing silk ..... <u>each</u>	3:75	20 %
640	Artificial flowers, fruits and plants; also imitations of butterflies, scarabs, ornamental feathers (plumes) and the like, provided these articles are not classified in Tariff No. 1130: Intended or suitable for use as trimming or ornament .....	4000:-	25 %
ex 663	Manufactures of asbestos: Machine packing and lining, even in lengths .....	25:-	5 %
673 ½	Carbon packings ..... <u>ad val.</u>	5 %	
682	Flooring and wall tiles: Of lesser thickness (than 3 cm.): Un glazed: Of a single colour .....	5:-	15 %
683	Of more than one colour ...	16:-	15 %
684:1	Glazed: Of a single colour: Less than 9 mm. in thickness .....	18:-	15 %
686	Crucibles, retorts and muffles, even if of graphite composition, also parts thereof .....	1:-	
699	Unmanufactured glass cast into sheets, even ground on the edges; alabaster and opal glass, even ground; also pavement and deck glass .....	6:-	20 %

SCHEDULE XXX - SWEDENPART I - (continued)

Tariff Item Number	Description of Products	Rate of Duty (1)	
		A Kr. per 100 Kg.	B Ad valorem (2)
708	Mirrors of, and paintings on window glass or plate glass .....	60:-	20 %
709	Manufactures, n.s.m., of window glass or plate glass .....	70:-	20 %
	Other manufactures of precious metals, even if with inset pearls or stones:		
724	Of silver .....	3500:-	10 %
	Link bolt chains not classified under Tariff No. 787, with rollers having in length (internal width of link):		
788	6 mm. or more .....	25:-	10 %
789	Less than 6 mm. .....	50:-	15 %
ex 836	Twist-drills, drill-chucks, reamers, milling cutters, knurling wheels and wood cutting tools .....	ad val.	10 %
	Manufactures of plates and sheets, n.s.m.:		
	Other kinds, weighing each:		
	20 Kg. or more: Pressed, welded or galvanized:		
ex 878	Barrels and drums .....	8:-	10 %
ex 930	Needles for knitting machines ...	40:-	
ex 930	Needles for sewing machines .....	Free	
ex 938	Types, punches and rules for printing or bookbinding, also quadrats, reglets, sticks and other like spacing material .....	Free	
	Combustion and hot-air engines, weighing each:		
ex 950	More than 500, but not more than 1500 Kg.: Other (than Kerosene and petrol motors) .....	20:- minimum: ad val.	15 %

SCHEDULE XXX - SWEDENPART I - (continued)

Tariff Item Number	Description of Products	Rate of Duty (1)	
		A Kr. per 100 Kg. (2)	B Ad valorem
951	More than 1500, but not more than 5000 Kg. .... <u>minimum: ad val. each</u>	12:- 15 % 300:-	
952:1	More than 5000, but not more than 25000 Kg.: Diesel engines ..... <u>minimum: ad val. each</u>	9:- 10 % 600:-	
952:2	Other ..... <u>minimum: ad val. each</u>	9:- 15 % 600:-	
953	More than 25000 Kg. .... <u>minimum: ad val. each</u>	6:- 15 % 2250:-	
954	Industrial ovens, also forges and bellows ..... <u>ad val.</u>	13 %	
	Rolling mills for the metal industry, steam hammers, pneumatic hammers, spring hammers, rams, also riveting and wire drawing machines, nail and horseshoe machines, forging machines; punching, cutting, curving and straightening machines; pressing machines for the metal industry, including presses for the metal industry, n.s.m. sheet-metal workers', coppersmiths' and tinsmiths' machines, not mentioned above:		
ex 955	Operated by hand or foot ..... <u>ad val.</u>	13 %	
ex 956	Other, weighing each: Not more than 1000 Kg. <u>ad val.</u>	13 %	
ex 957	More than 1000, but not more than 5000 Kg. .... <u>ad val.</u>	13 %	
ex 958	More than 5000 and not classified under No. 959. <u>ad val.</u>	13 %	

SCHEDULE XXX - SWEDENPART I - (continued)

Tariff Item Number	Description of Products	Rate of Duty (1)	
		Kr. per 100 Kg. (2)	Ad valorem
960	Metal-working machines, n.s.m., weighing each: Not more than 10000 Kg.. <u>ad val.</u>	13 %	
965	Wood- and cork-working machines, n.s.m., weighing each: More than 250 but not more than 5000 Kg. .... <u>ad val.</u>	13 %	
966	More than 5000 Kg..... <u>ad val.</u>	13 %	
974	Threshers straw and hay presses and seed drills ..... <u>ad val.</u>	13 %	
975	Fertilizer spreaders ... <u>ad val.</u>	13 %	
976	Rollers, n.s.m., clod crushers and other apparatus for cultivating the ground, n.s.m., other than hand tools ..... <u>ad val.</u>	13 %	
ex 977	Screening and winnowing machines, seed sorters, grain sifting and other appliances, n.s.m., for sorting, cleaning and grading grain, seeds or other produce; potatoe and peat crushing machines. root cutters, rotary crushers (also grain and oil-cake crushers) and bruisers, chaff cutters and other feed cutting machines; straw elevators and other stacking machines ..... <u>ad val.</u>	13 %	
987	Rollers, imported separately, for grain and oil cake crushers; also separately imported grinding discs for feed crushing mills ..... <u>ad val.</u>	13 %	
	Rollers imported separately, including brush rollers; also roller cylinders, n.s.m.:		

SCHEDULE XXX - SWEDENPART I - (continued)

Tariff Item Number	Description of Products	Rate of Duty (1)	
		Kr. per 100 Kg. (2)	Ad valorem
ex 990	Worked: Other kinds: Intended for rolling mills for the metal industry.... <u>ad val.</u>		15 %
991	Transmission shafts, including smooth axles, furnished with key- ways or otherwise fitted, bearings, n.s.m. and bearing bushes, fly- wheels without regulators; belts; and cord pulleys, n.s.m., also cogwheels with unworked cogs, weighing each: Not more than 500 Kg... <u>ad val.</u>	13 %	
992	More than 500 Kg. .... <u>ad val.</u>	13 %	
993	Worm gear and cogwheels with worked cogs, weighing each: Not more than 500 Kg.. <u>ad val.</u>	13 %	
994	More than 500 Kg. .... <u>ad val.</u>	13 %	
997	Armatures and parts thereof for machines, apparatus or conduits, including sluice valves, not classified under No.733: Consisting chiefly of iron, weighing each: Not more than 5 Kg.. <u>ad val.</u>	13 %	
998	More than 5, but not more than 50 Kg. .... <u>ad val.</u>	13 %	
999	More than 50 Kg..... <u>ad val.</u>	13 %	
1000	Other kinds ..... <u>ad val.</u>	13 %	
1023:1	Switches and press contacts: Hand-operated, weighing not more than 0,5 Kg. each .....	55:-	12 %
1023:3	Lamp-holders for incandescent lamps, with or without switch ...	55:-	12 %

SCHEDULE XXX — SWEDENPART I — (continued)

Tariff Item Number	Description of Products	Rate of Duty (1)	
		A Kr. per 100 Kg. (2)	B Ad valorem
1030	Articles, n.s.m. for electro-technical purposes. Of porcelain or other earthenware, combined with base metals except iron .....	60:-	15 %
1043:2	Electric stoves, fires, heaters and other similar electrothermic appliances, n.s.m., also parts thereof, n.s.m. .... <u>ad val.</u>		10 %
1044:3	Wireless receiving sets for broadcasting and television, also parts and accessories thereof, n.s.m.; loud-speakers and amplifiers imported separately, not classified under Tariff No. 1044:8, also parts and accessories thereof, n.s.m. .... <u>ad val.</u>		20 %
ex 1068	Field glasses .....	200:-	5 %
ex 1068	Spectacle frames .....	200:-	10 %
1073:1	Electric measuring instruments, not classified under Tariff No. 1072:1, also parts thereof .... <u>ad val.</u>		13 %
ex 1081	Alarm clocks and ships' chronometers .....	150:-	8 %
ex 1090:1	Mouth organs .....	200:-	12 %
	Cases, with or without accessories; also caskets, "attrapes", boxes and sheaths, n.s.m.:  Of leather, skin or wares of yarn; also of other materials combined with agate, amber, ivory, gilt, silvered or platinum-coated metal, ornamental feathers, mother-of-pearl, skin, tortoise or other shell, lace or textile materials containing silk or fine metal thread:		

SCHEDULE XXX - SWEDENPART I - (continued)

Tariff Item Number	Description of Products	Rate of Duty (1)	
		Kr. per 100 Kg. (2)	Ad valorem
ex 1117	Lined with wares of yarn containing artificial silk..	1000:-	18 %
1118	Other .....	450:-	15 %
1128:2	Toys and indoor games, also parts thereof: Other kinds (than rubber balls):	200:-	13 %
1129	Christmas-tree ornaments .....	200:-	15 %
1133	Jewellery of material other than gold, silver or platinum .....	1000:-	15 %
1148:1	Fountain pens, even with nibs or mountings wholly or partly of precious metal, also fountain pen parts, n.s.m. of other materials than precious metal ....., plus ad val.	100:- plus ad val.	10 %

SCHEDULE XXX - SWEDENPART I - (concluded)GENERAL NOTES

(1) The applicable rates of duty in this Schedule are set forth in column A, but, in any case where a rate of duty is indicated in column B, the Swedish Government shall be free, at any time, to abolish the rate of duty set forth in column A and put into force a rate of duty not exceeding the rate of duty indicated in column B.

(2) The dutiable weight is calculated as stated in the Swedish Customs Tariff for the Tariff item in question. — Where the duty is not based on the weight, the basis of assessment is indicated individually in the description column.

SCHEDULE XXX - SWEDENPART IIPreferential Tariff

N i l.

LISTE XXXIII - REPUBLIQUE FEDERALE D'ALLEMAGNE

Seul le texte français de la présente Liste fait foi.

PARTIE ITarif de la nation la plus favorisée

Position du tarif allemand	Désignation des produits	Droit
1907	ex B - Pain croustillant dit "Knäcke-brot" .....	10 %
ex 2805	Silicium contenant 1% ou moins de fer et moins de 0,25 % d'aluminium, destiné à la fabrication de tôles dites "magnétiques" sous contrôle douanier.	Franchise
3201	B - 2 - Extrait de chêne .....	Franchise
3809	Lignosulfites (produits résiduaires de la fabrication des pâtes de cellulose par le procédé au bisulfite) ...	15 %
4406	Bois sciés longitudinalement, non dénommés ni compris ailleurs: ex A - conifères, à l'exclusion des pins "Douglas" et des pitchpins, d'une épaisseur de: 1 - plus de 77 mm ..... 2 - de 5 mm exclus à 77 mm inclus	Franchise Franchise
4416	Farine de bois .....	28 %
4420	B - Bois contreplaqués: 1 - sans adjonction d'autres matières: a - dont les deux faces sont: ex 2 - en bois de pin d'une épaisseur de plus de 5 mm .....	
4428	ex B - Portes à panneaux (portes composées de cadres à un ou plusieurs panneaux), présentées isolément..	12 % 15 %

LISTE XXXIII — REPUBLIQUE FEDERALE D'ALLEMAGNEPartie I (suite)

<u>Position du tarif allemand</u>	<u>Désignation des produits</u>	<u>Droit</u>
4701	Pâtes à papier: B - de bois: 2 - chimiques (pâtes de cellulose): a - non blanchies: 1 - pâte de cellulose au sulfate ..... ex 2 - pâte de cellulose à la soude ..... ex b - pâte de cellulose au sulfate et pâte de cellulose à la soude, blanchies: non entièrement blanchies, contenant jusqu'à 70% de matière blanche (par comparaison avec l'oxyde de magnésium) ..... autres .....  <u>Note.</u> Pâte de cellulose préparée par le procédé au bisulfite, blanchie (sous-position B-2-ex b), pour la fabrication de fibres textiles artificielles continues ou discontinues sous contrôle douanier ..... 	Franchise Franchise 2 % 5 % 5 %
4801	Papiers et cartons fabriqués mécaniquement non dénommés ni compris ailleurs: D - papiers et cartons dits "duplex", "triplex" et analogues, formés de deux ou plusieurs couches de papier ou de carton de qualité différente, simplement réunies par compression: 2 - autres: a - dont une couche de papier ou de carton Kraft ..... b - autres ..... 	15 % 15 %

LISTE XXXIII - REPUBLIQUE FEDERALE D'ALLEMAGNEPartie I (suite)

<u>Position du tarif allemand</u>	<u>Désignation des produits</u>	<u>Droit</u>
4801 (suite)	<p>E - papiers et cartons Kraft: 2 - carton Kraft .....</p> <p><u>Note.</u> Sont considérés comme papiers et cartons Kraft les papiers et cartons fabriqués de pâte de cellulose non blanchie obtenue par le procédé au sulfate ou à la soude, de couleur naturelle ou coloriés dans la pâte de couleur brune ou jaune-brune. Si les papiers et cartons contiennent, en plus de la cellulose désignée, d'autres fibres dont l'ensemble est inférieur à 10% de la teneur totale en fibres, ces fibres n'influent pas le classement.</p> <p>K - autres: ex 1 - lissés: papiers de pâte de cellulose blanchie obtenue par le procédé au sulfate ou à la soude, pouvant même contenir d'autres fibres d'un ensemble inférieur à 10% de la teneur totale en fibres .....</p> <p>2 - autres: ex c - papiers d'un poids au mètre carré de 30 g ou plus, fabriqués de pâte de cellulose blanchie obtenue par le procédé au sulfate ou à la soude, pouvant même contenir d'autres fibres d'un ensemble inférieur à 10% de la teneur totale en fibres .....</p>	15 %
7302	ex E - Ferro-silico-chrome, jusqu'au 31 décembre 1957 .....	6 %

LISTE XXXIII - REPUBLIQUE FEDERALE D'ALLEMAGNEPartie I (suite)

Position du tarif allemand	Désignation des produits	Droit
7312	<p>Feuillards en fer ou en acier, laminés à chaud ou à froid:</p> <p>B - simplement laminés à froid, même décapés:</p> <p>ex 2 - autres (que ceux présentés en rouleaux et destinés à la fabrication du fer-blanc sous contrôle douanier), d'une teneur en phosphore et en soufre de moins de 0,04% pour chacun de ces éléments pris isolément, jusqu'au 31 décembre 1956 .....</p>	10 %
7315	<p>Aciers alliés et acier fin au carbone, sous les formes indiquées aux n°s 7306 à 7314 inclus:</p> <p>A - acier fin au carbone:</p> <p>4 - barres (y compris le fil machine et les barres creuses pour le forage des mines) et profilés:</p> <p>ex a - simplement forgés, d'une teneur en carbone de 0,60% à 1,6%, jusqu'au 31 décembre 1957 .....</p> <p>5 - feuillards:</p> <p>b - simplement laminés à froid, même décapés, jusqu'au 31 décembre 1956 .....</p> <p>7 - fils nus ou revêtus, à l'exclusion des fils isolés pour l'électricité:</p> <p>a - non plaqués, jusqu'au 31 décembre 1956 .....</p> <p>B - aciers alliés:</p> <p>5 - feuillards:</p> <p>b - simplement laminés à froid, même décapés, jusqu'au 31 décembre 1956 .....</p>	8 % 10 % 9 % 10 %

LISTE XXXIII - REPUBLIQUE FEDERALE D'ALLEMAGNEPartie I (suite)

<u>Position du tarif allemand</u>	<u>Désignation des produits</u>	<u>Droit</u>
7315 (suite)	<p>6 - tôles:</p> <p>b - autres (que tôles dites "magnétiques"):</p> <p>3 - simplement laminés à froid, même décapées, d'une épaisseur:</p> <p>a - de 3 mm ou plus, jusqu'au 31 décembre 1957 .....</p> <p>7 - fils nus ou revêtus, à l'exclusion des fils isolés pour l'électricité:</p> <p>a - non plaqués:</p> <p style="margin-left: 2em;">contenant de 0,90% à 1,15% de carbone, de 0,50% à 2% de chrome, pouvant même contenir 0,50% ou moins de molybdène, jusqu'au 31 décembre 1956 .....</p> <p style="margin-left: 2em;">autres, jusqu'au 31 décembre 1956 .....</p>	10 %
7324	<p>Tubes et tuyaux droits et d'épaisseur uniforme, bruts, en fer ou en acier, non dénommés ni compris ailleurs:</p> <p>ex A - en acier allié ou acier fin au carbone:</p> <p style="margin-left: 2em;">contenant de 0,90% à 1,15% de carbone, de 0,50% à 2% de chrome, pouvant même contenir 0,50% ou moins de molybdène, étirés ou laminés à froid, jusqu'au 31 décembre 1956 .....</p>	6 % 10 % 6 %

LISTE XXXIII - REPUBLIQUE FEDERALE D'ALLEMAGNEPartie I (suite)

Position du tarif allemand	Désignation des produits	Droit
7324 (suite)	autres, à l'exclusion des tubes et tuyaux filés ou laminés à chaud et contenant de 0,90% à 1,15% de carbone, de 0,50% à 2% de chrome, pouvant même contenir 0,50% ou moins de molybdène, jusqu'au 31 décembre 1956 .....	8 %
	B - en acier autre ou en fer:	
	2 - sans soudure, filés à chaud, laminés ou étirés à froid:	
	a - étirés à froid, jusqu'au 31 décembre 1956 .....	12 %
	b - autres:	
	1 - d'une teneur en cuivre de 0,05% ou moins, jusqu'au 31 décembre 1957	12 %
ex 7419	Réchauds à pétrole .....	10 %
8202	ex T - Lampes à souder .....	20 %
8206	Plaquettes, baguettes et objets similaires pour outils, non montés, constitués par des carbures métalliques, agglomérés à l'aide d'un liant, avec ou sans métaux .....	12 %
8425	Machines et appareils pour la laiterie et les produits laitiers, non dénommés ni compris ailleurs:	
	A - écrèmeuses .....	10 %
	B - machines à traire, barattes, malaxeurs, barattes-malaxeurs, machines de fromagerie et similaires ..	8 %
8456	A - Machines à calculer, même à bande enrégistreuse, imprimantes ou non.	15 %
8457	B - Machines à imprimer les adresses, à estamper les plaques d'adresses.	10 %

LISTE XXXIII - REPUBLIQUE FEDERALE D'ALLEMAGNEPartie I (suite)

<u>Position du tarif allemand</u>	<u>Désignation des produits</u>	<u>Droit</u>
8460	ex F - Chargeuses à pelle mécanique, automobiles, actionnées par moteurs à air comprimé (moteur pour la traction et moteur pour la commande de la pelle) .....	8 %
ex 8472	Machines pour le travail des tabacs ...	10 %

PARTIE IITarif préférentiel

Néant.

*Translation***SCHEDULE XXXIII—FEDERAL REPUBLIC OF GERMANY**

This schedule is authentic only in the French language.

**PART I****Most-favored-nation tariff**

German Tariff Item Number	Description of products	Rate of Duty
1907	ex B—Crisp bread called “Knäckebrot” . . . . .	10%
ex 2805	Silicon containing 1% or less of iron and less than 0.25% of aluminum, intended for the manufacture of so-called “magnetic” sheets under customs control . . . . .	Free
3201	B—2—Oak extract . . . . .	Free
3809	Lignosulphites (residual products of the manufacture of wood pulp by the bisulphite process) . . . . .	15%
4406	Wood sawn lengthwise, not elsewhere specified or included: ex A—Coniferous, not including Douglas pine and pitch pine: 1—Of a thickness exceeding 77 mm . . . . . 2—Of a thickness exceeding 5 mm but not exceeding 77 mm . . . . .	Free Free
4416	Wood flour. . . . .	28%
4420	B—Plywood: 1—Not containing any material other than wood and binding material: a—Of which both faces are: ex 2—Of pine wood of a thickness exceeding 5 mm . . . . .	12%
4428	ex B—Panelled doors (doors composed of frames with one or more panels), imported as such . . . . .	15%
4701	Pulps for paper-making: B—Wood pulps: 2—Chemically prepared: a—Unbleached: 1—Sulphate wood pulp . . . . . ex 2—Soda wood pulp . . . . .	Free Free
	ex b—Sulphate wood pulp and soda wood pulp, bleached:	

German Tariff Item Number	Description of products	Rate of Duty
	Not entirely bleached, containing up to 70% of white matter (by comparison with magnesium oxide) . . . . . Other . . . . .	2% 5%
4801	<u>Note.</u> Wood pulp prepared by the bisulphite process, bleached (under item B-2-ex b), for the manufac- ture of continuous or discontinuous artificial textile fibers under customs control . . . . .	5%
	Paper and paperboard, not hand made, not elsewhere specified or included: D—Two-ply, three-ply and similar paperboard, con- sisting of two or more layers of paper or paper- board of different grades simply pressed together: 2—Other: a—Of which a layer is made from Kraft paper or from Kraft paperboard . . . . . b—Other . . . . .	15% 15%
	E—Kraft paper and Kraft paperboard: 2—Kraft paperboard . . . . .	15%
	<u>Note.</u> The paper and paperboard manufactured of un- bleached wood pulp produced by the sulphate or soda process, of natural color or colored through- out the pulp with a brown or yellow-brown color, are considered to be Kraft paper and paperboard. If, in addition to the wood fibers, the paper and paperboard contain other fibers the total amount of which is less than 10% of the total fiber content, these fibers do not affect the classification.	
	K—Other: ex 1—Machine-glazed: Bleached wood-pulp paper produced by the sulphate or soda process, which may even contain other fibers amounting to less than 10% of the total fiber content . . . . . 2—Other: ex c—Paper, of a weight per square meter of 30 grams or more, manufactured of bleached wood pulp produced by the sulphate or soda process, which may even contain other fibers amounting to less than 10% of the total fiber content . . . .	15% 15%

German Tariff Item Number	Description of products	Rate of Duty
7302	ex E—Ferrosilicon chromium, up to December 31, 1957 . . . . .	6%
7312	Strips of iron or steel, hot or cold rolled: B—Simply cold rolled, whether pickled or not: ex 2—Other (than those presented in rolls and intended for the manufacture of tin plate, under customs control), with a phosphorus and sulphur content of less than 0.04% for each of these elements considered separately, up to December 31, 1956 . . . . .	10%
7315	Alloy steel and refined carbon steel, in the forms indicated in Nos. 7306 to 7314 inclusive: A—Refined carbon steel: 4—Bars (including strip and hollow bars for mine drilling) and sections: ex a—Simply forged, with a carbon content of from 0.60% to 1.6%, up to December 31, 1957 . . . . . 5—Strips: b—Simply cold rolled, whether pickled or not, up to December 31, 1956 . . . . . 7—Wire, bare or covered, not including insulated electrical wire: a—Not plated, up to December 31, 1956 . . . . . B—Alloy steel: 5—Strips: b—Simply cold rolled, whether pickled or not, up to December 31, 1956 . . . . . 6—Sheets: b—Other (than so-called "magnetic" sheets): 3—Simply cold rolled, whether pickled or not: a—Of a thickness of 3 mm or more, up to December 31, 1957 . . . . . 7—Wire, bare or covered, not including insulated electrical wire: a—Not plated: Containing from 0.90% to 1.15% of carbon, from 0.50% to 2% of chromium, and which may even contain 0.50% or less of molybdenum, up to December 31, 1956 . . . . .	8% 10% 9% 10% 10% 10% 10%

German Tariff Item Number	Description of products	Rate of Duty
7324	Other, up to December 31, 1956 . . . . . Tubes and pipes of iron or steel, straight and of constant section, unworked, not elsewhere specified or included: ex A—Of alloy steel or refined carbon steel: Containing from 0.90% to 1.15% of carbon, from 0.50% to 2% of chromium, and which may even contain 0.50% or less of molybdenum, cold rolled or drawn, up to December 31, 1956 . . . . . Other, not including tubes and pipes, hot rolled or drawn, and containing from 0.90% to 1.15% of carbon, from 0.50% to 2% of chromium, and which may even contain 0.50% or less of molybdenum, up to December 31, 1956 . . . . . B—Of other steel or of iron: 2—Rolled, hot-drawn or cold-drawn, weldless: a—Cold-drawn, up to December 31, 1956 . . . . . b—Other: 1—Of a copper content of 0.05% or less, up to December 31, 1957 . . . . . ex 7419      Oil stoves . . . . . 8202      ex T—Blow torches . . . . . 8206      Plates, sticks and similar tool tips, unmounted, being hard metal, agglomerated by means of a binding substance, with or without metals . . . . . 8425      Dairy machinery, not elsewhere specified or included: A—Cream separators . . . . . B—Milking machines, butter-churners, butter-workers, cheese-making machines and the like . . . . . 8456      A—Calculating machines, printing or not, with or without registering tape . . . . . 8457      B—Address printing machines and addressographs . . . . . 8460      ex F—Automotive loaders with mechanical shovel, driven by compressed air motors (motor for traction and motor for controlling the shovel) . . . . . ex 8472      Machines for processing tobacco . . . . . 	10% 6% 8% 12% 10% 20% 12% 10% 8% 15% 10% 8% 10%
	<u>PART II</u>	
	<u>Preferential Tariff</u>	
	Nil.	

# **RYUKYU ISLANDS**

## **Money Orders**

*Convention signed at Naha, Okinawa, November 10, 1955,  
and at Washington February 10, 1956;*

*Approved and ratified by the President of the  
United States of America April 18, 1956;  
Entered into force July 1, 1956.*

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### **CONVENTION FOR THE UNILATERAL EXCHANGE OF POSTAL MONEY ORDERS BETWEEN THE UNITED STATES OF AMERICA AND THE RYUKYU ISLANDS**

**CONVENTION FOR THE UNILATERAL EXCHANGE OF  
POSTAL MONEY ORDERS BETWEEN THE UNITED  
STATES OF AMERICA AND THE RYUKYU ISLANDS**

**ARTICLE 1**

The amounts of orders shall be expressed in United States of America currency (dollars and cents) and it is agreed that all amounts shall be converted into their proper equivalents by the Exchange Office at Naha at the conversion rate fixed by the Ryukyu Islands Postal Administration on the basis of the current rate of exchange prevailing in the Ryukyu Islands on the date of the arrival of the money order list.

**ARTICLE 2**

The maximum amount of each order is fixed at one hundred dollars (\$100). No money order shall contain a fractional part of a cent.

**ARTICLE 3**

The Post Office Department of the United States of America shall have the right to fix from time to time the schedule of fees to be charged for the orders.

**ARTICLE 4**

No money order shall be issued unless the applicant furnishes in full the surname and at least the initials of one Christian name, both of the purchaser and the payee, or the name of the firm or company designated as the purchaser or payee, together with the address of the purchaser and that of the payee.

**ARTICLE 5**

The operation of the service between the two countries shall be performed exclusively by the medium of Exchange Offices. On the part of the United States of America, the Exchange Office shall be San Francisco, California, and on the part of the Ryukyu Islands the Exchange Office shall be Naha.

**ARTICLE 6**

The particulars of all money orders issued in the United States of America payable in the Ryukyu Islands shall be entered at the

Exchange Office, San Francisco, California, in a list similar to the Form marked "A" in the appendix, in which shall be shown the amount of each order in United States of America currency and the list bearing an impression of the San Francisco date stamp, together with the relative original orders containing the full details, shall be forwarded weekly to the exchange office at Naha where it shall be impressed with a date stamp and where the requisite arrangements for effecting payment of the orders shall be carried out.

Each list shall be numbered consecutively, 1, 2, 3, 4, etc., in the order of dispatch, the numbers recommencing with No. 1, on the first of July of each year, and the receipt of each list shall be acknowledged.

#### ARTICLE 7

As soon as a list shall have reached the Naha exchange office, that office shall make out internal money orders in favor of the payees for the amounts specified in the list and shall forward them, free of postage, to the addressees, in conformity with the regulations existing in the Ryukyu Islands for the payment of money orders.

When the lists shall show irregularities or insufficient information which the Postal Administration of the Ryukyu Islands shall not be able to rectify, that office shall request an explanation from the San Francisco exchange office which shall give such explanation with as little delay as possible. Pending the receipt of the explanation, the issue of internal money orders for payment relating to the entries found to be erroneous in the list shall be suspended.

#### ARTICLE 8

The orders issued in the United States of America shall be subject as regards payment to the regulations which govern payment of internal orders in the Ryukyu Islands.

It is agreed that all money orders paid in the Ryukyu Islands shall be retained in that country.

#### ARTICLE 9

When it is desired that any error in the name of the payee or purchaser shall be corrected, or that the amount of a money order shall be repaid to the purchaser, application must be made in the United States of America.

Duplicate orders shall only be issued by the Postal Administration of the Ryukyu Islands and in conformity with its established regulations.

**ARTICLE 10**

The amount of an order shall not be repaid to the purchaser until it has been ascertained through the Postal Administration of the Ryukyu Islands that the order has not been paid and will not be paid in that country.

**ARTICLE 11**

Orders which shall not have been paid within twelve months from the month of issue, shall become void, and the sums received shall accrue to and be placed at the disposal of the United States.

The Postal Administration of the Ryukyu Islands shall, therefore, enter to the credit of the United States of America in the quarterly account all money orders certified in the lists received from the United States which remain unpaid at the end of the period specified. A separate list of all invalid orders of United States issue shall be dispatched to the Assistant Postmaster General, Bureau of Finance, Division of Money Orders.

**ARTICLE 12**

At the close of each quarter, an account shall be prepared at the Exchange Office of the Ryukyu Islands, showing in detail the totals of lists containing the particulars of orders issued in the United States during the quarter, and the balance resulting from such transactions.

Three copies of this account shall be transmitted to the Assistant Postmaster General, Bureau of Finance, Post Office Department of the United States, Washington 25, D. C., and the balance, after proper certification shall be paid upon verification by means of a Post Office Department check to Government of the Ryukyu Islands, Naha, Okinawa, and forwarded to the Ryukyuan Government.

For this quarterly account, forms shall be used in exact conformity with models "B" and "C" attached hereto.

If, pending the settlement of an account, it shall be ascertained that a balance exceeding Five Thousand Dollars (\$5,000) is due the Ryukyuan Government the United States shall promptly remit the approximate amount to the Ryukyuan Administration.

**ARTICLE 13**

The Postal Administration of either country, shall be authorized to adopt any additional rules, if not inconsistent with the foregoing, for the greater security against fraud or for the better operation of the system generally.

All such rules, however, must be communicated to the Postal Administration of the other country.

#### ARTICLE 14

Should extraordinary circumstances justify it, either Postal Administration shall have the power of suspending this Agreement temporarily provided that notice of the suspension is immediately given the other country by cable, if necessary.

#### ARTICLE 15

This Agreement shall be approved by each contracting party in accordance with its legal procedure, and, thereafter, it shall enter into force [1] on the date to be agreed upon by the contracting parties.

This Convention shall continue in force until twelve months after either of the contracting parties shall have notified the other of its intention to terminate it.

DONE in duplicate, and signed at Naha, Okinawa on the 10th day of November 1955, and at Washington, D. C., on the 10th day of February, 1956.

FOR THE GOVERNMENT OF THE RYUKYU ISLANDS:

KOTARO KAMIMURA

Kotaro Kamimura

*Director of Public Services*

*Department*

APPROVED:

J. E. MOORE

J. E. Moore

*Major General, United States Army*

*Deputy Governor*

FOR THE UNITED STATES OF AMERICA:

MAURICE H. STANS

*Acting Postmaster General*

[SEAL]

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<sup>1</sup> July 1, 1956.

The foregoing Agreement for the Unilateral Exchange of International Money Orders between the United States and the Ryukyu Islands 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 of America to be hereunto affixed.

[SEAL]

DWIGHT D. EISENHOWER

By the President:

JOHN FOSTER DULLES

*Secretary of State*

WASHINGTON, *April 18, 1956.*

“A”

Stamp of Exchange Office

UNITED STATES POST OFFICE  
International Money Order Exchange Office  
San Francisco, Calif.



To \_\_\_\_\_

\_\_\_\_\_ (Date)

Sir:

Transmitted herewith is List No. \_\_\_\_\_ and the related money orders issued in the United States for payment in your country.

Sincerely yours,

Postmaster

From International No. \_\_\_\_\_ To International No. \_\_\_\_\_  
U. S. Amount \$ \_\_\_\_\_  
Equivalent \_\_\_\_\_

POD Form L-6779  
March 1955

(Remarks, if any, on reverse.)

TIAS 3632



**LIST OF REPAYED OR INVALID ORDERS  
“B”**

३

INTER- NATIONAL NUMBER	NUMBER OF LIST	DATE OF LIST	NUMBER OF ORIGINAL ORDER	AMOUNT OF ORDER IN U.S. MONEY		REMARKS
				DOLLARS	CENTS	

"C"

**GENERAL ACCOUNT OF MONEY-ORDER TRANSACTIONS  
BETWEEN THE UNITED STATES AND THE RYUKYU ISLANDS**

TO CREDIT OF RYUKYU ISLANDS			AMOUNT		TO CREDIT OF THE UNITED STATES			AMOUNT		
			\$	C				\$	C	
Orders issued in the United States and payable in the Ryukyu Islands, viz:			Orders issued in the Ryukyu Islands and payable in the United States, viz:							
As per List No. . . .	Dollar	Cent			As per List No. . . .	Dollar	Cent			
" "					" "					
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Total . . . .					Total . . . .					
Repaid Orders . . . . .					Repaid Orders . . . . .					
Orders become void . . . . .					Orders become void . . . . .					
Paid on account . . . . .					Paid on account . . . . .					
Total credit to Ryukyu Islands . . . . .					Total credit to the U. S. A. . . . .					
Balance due by the U. S. A. . . . .					Balance due by Ryukyu Islands . . . . .					

**Examined and Accepted**

Deputy Governor

# GREECE

## Surplus Agricultural Commodities

*Agreement and exchange of notes signed at Athens August 8, 1956;  
Entered into force August 8, 1956.*

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### AGRICULTURAL COMMODITIES AGREEMENT BETWEEN THE UNITED STATES OF AMERICA AND GREECE UN- DER TITLE I OF THE AGRICULTURAL TRADE DEVELOP- MENT AND ASSISTANCE ACT

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

Recognizing the desirability of expanding trade in agricultural commodities between their two countries and with other friendly nations in a manner which would not displace usual marketing of the United States in these commodities or unduly disrupt world prices of agricultural commodities;

Considering that the purchase for drachmae of agricultural commodities produced in the United States will assist in achieving such an expansion of trade;

Considering that the drachmae accruing from such purchases will be utilized in a manner beneficial to both countries;

Desiring to set forth the understandings which will govern the sales of agricultural commodities to Greece pursuant to Title I of the Agricultural Trade Development and Assistance Act of 1954, and the measures which the two Governments will take individually and collectively in furthering the expansion of trade in such commodities;

68 Stat. 455.  
7 U. S. C. §§ 1701-  
1709.

Have agreed as follows:

#### ARTICLE I

##### SALES FOR DRACHMAE

1. Subject to the issuance and acceptance of purchase authorizations referred to in paragraph 2 of this Article, the Government of the United States of America undertakes to finance on or before June 30, 1957, the sale for drachmae of certain agricultural commodities determined to be surplus pursuant to Title I of the Agricultural Trade Development and Assistance Act of 1954 to purchasers authorized by the Government of Greece.

2. The United States Government will issue purchase authorizations which shall include provisions relating to the sale and delivery of commodities, the time and circumstances of deposit of the drachmae accruing from such sales, and other relevant matters, and which shall be subject to acceptance by the Government of Greece. Certain commodities, and amounts, with respect to which agreement has been reached by the two Governments, are listed in paragraph 3 of this Article.

3. The United States Government undertakes to finance the sale to Greece of the following commodities, in the values indicated, under purchase authorization to be issued on or before June 30, 1957, under the terms of Title I of the said Act and of this Agreement:

<i>Commodity</i>	<i>Amount</i> (Million Dollars)
Wheat	5.0
Feed grain	2.8
Cottonseed oil and/or soybean oil	5.8
Lard	0.5
Non-fat dry milk	1.1
Ocean transportation	2.0
 Total	 17.2

## ARTICLE II

### *USES OF DRACHMAE*

1. The two Governments agree that drachmae accruing to the Government of the United States as a consequence of sales made pursuant to this Agreement will be used by the Government of the United States for the following purposes in the amounts shown:

- (a) To help develop new markets for United States agricultural commodities and for other United States expenditures in Greece under subsections (a), (f), and (h) of Section 104 of the Act, the drachma equivalent of \$5.2 million.
- (b) For loans to the Government of Greece to promote the economic development of Greece under section 104 (g) of the Act, the drachma equivalent of \$12.0 million, subject to supplemental agreement between the two Governments. In the event that drachmae set aside for loans to the Government of Greece are not advanced within three years from the date of this Agreement as a result of failure of the

two Governments to reach agreement on uses of the drachmae for loan purposes or for any other purpose, the Government of the United States may use the drachmae for any other purpose authorized by Section 104 of the Act.

2. The drachmae accruing under this Agreement shall be expended by the Government of the United States for the purposes stated in paragraph 1 of this Article, in such manner and order of priority as the Government of the United States shall determine.

### ARTICLE III

#### *DEPOSITS AND WITHDRAWALS OF DRACHMAE*

1. The amount of drachmae to be deposited to the account of the United States shall be the dollar sales value of the commodities reimbursed or financed by the Government of the United States converted into drachmae at the rate of exchange on the dates of dollar disbursements by the United States, generally applicable to import transactions (excluding imports granted a preferential rate). Such dollar sales value shall include ocean freight and handling reimbursed or financed by the Government of the United States except that it shall not include any extra cost of freight resulting from a United States requirement that the commodities be transported on United States flag vessels.

2. Drawings on such special account for the loan uses specified in paragraph 1 (b) of Article II of this Agreement shall be accomplished by transferring from such special account to the account of the Greek Government the equivalent of the drachmae to be loaned.

### ARTICLE IV

#### *GENERAL UNDERTAKINGS*

1. The Government of Greece agrees that it will take all possible measures to prevent the resale or transshipment to other countries, or use for other than domestic purposes (except where such resale, transshipment or use is specifically approved by the Government of the United States), of surplus agricultural commodities purchased pursuant to the provisions of this Agreement, and to assure that its purchase of such commodities does not result in increased availability of these or like commodities to nations unfriendly to the United States.

2. The two Governments agree that they will take reasonable precautions to assure that sales or purchases of surplus agricultural commodities pursuant to this Agreement will not unduly disrupt world prices of agricultural commodities, displace usual

marketings of the United States in these commodities, or materially impair trade relations among the countries of the free world.

3. In carrying out this Agreement the two Governments will seek to assure conditions of commerce permitting private traders to function effectively and will use their best endeavors to develop and expand continuous market demand for agricultural commodities.

4. The Government of Greece agrees to furnish, upon request of the Government of the United States, information on the progress of the program, particularly with respect to arrivals and condition of commodities and the provisions for the maintenance of usual marketings and information relating to exports of the same or like commodities.

#### ARTICLE V

##### *CONSULTATION*

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

#### ARTICLE VI

##### *ENTRY INTO FORCE*

This Agreement shall enter into force upon signature.

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

Done at Athens, Greece this eighth day of August, 1956.

FOR THE UNITED STATES OF  
AMERICA

FOR THE KINGDOM OF  
GREECE

*The American Chargé d'Affaires ad interim to the Greek Minister  
of Coordination*

ATHENS, August 8, 1956

EXCELLENCY:

I am pleased to refer to the Agricultural Commodities Agreement between the United States and Greece under Title I of Public Law 480, providing for a total of \$17.2 million, signed at Athens today. In addition to the terms of the above-referred Sales Agreement, the Governments of Greece and of the United States also agree that the loan to Greece under this Agreement would be repayable over a period of forty years at 4 percent interest per annum if repaid in drachmae, that the rate of exchange for deposit to the drachmae account under this and all previously signed Public Law 480 Sales Agreements will be 30.10 drachmae to the dollar, and that the Government of Greece will purchase from the United States from other funds, which could be defense support funds, 10 thousand tons of coarse grains over and above the quantity of coarse grains provided for in the above-referred Sales Agreement.

Please be assured of my highest personal consideration.

Respectfully yours,

RAY L. THURSTON  
*Charge d'Affaires a. i.*

His Excellency

DEMETRIOS HELMIS,  
*Minister of Coordination,*  
*Athens.*

*The Greek Minister of Coordination to the American Chargé  
d'Affaires ad interim*

MINISTRY OF COORDINATION  
THE MINISTER

ATHENS, August 8th, 1956

MONSIEUR LE CHARGÉ D'AFFAIRES,

I have received your letter dated August 8, 1956 which reads as follows:

"I am pleased to refer to the Agricultural Commodities Agreement between the United States and Greece under Title I of Public Law 480, providing for a total of \$17.2 million, signed at Athens today. In addition to the terms of the above-referred

Sales Agreement, the Governments of Greece and of the United States also agree that the loan to Greece under this Agreement would be repayable over a period of forty years at 4 percent interest per annum if repaid in drachmae, that the rate of exchange for deposit to the drachma account under this and all previously signed Public Law 480 Sales Agreements will be 30.10 drachmae to the dollar, and that the Government of Greece will purchase from the United States from other funds, which could be defence support funds, 10 thousand tons of coarse grains over and above the quantity of coarse grains provided for in the above-referred Sales Agreement."

I am pleased to inform you that I am in complete agreement with the text of your letter

Yours sincerely



D Chelmis

Monsieur le Chargé d' Affaires  
R. T THURSTON  
*In town*

# NICARAGUA

## Air Force Mission to Nicaragua

*Agreement extending the agreement of November 19, 1952.*

*Effectuated by exchange of notes*

*Signed at Managua August 21 and 27, 1956;*

*Entered into force August 27, 1956.*

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

REPUBLICA DE NICARAGUA  
AMERICA CENTRAL  
MINISTERIO  
DE  
RELACIONES EXTERIORES

DEPARTAMENTO DIPLOMATICICO.

OME. No. 088

MANAGUA, D. N., 21 de Agosto de 1956.

"AÑO JOSE DOLORES ESTRADA"

### SEÑOR ENCARGADO:

Tengo el honor de dirigirme a Vuestra Señoría para comunicarle que mi Gobierno, apreciando los beneficios recibidos en el mejoramiento de la Fuerza Aérea Nicaragüense a través de la actuación de la Misión de la Fuerza Aérea de los Estados Unidos de América en Nicaragua, desearía que el Acuerdo del 19 de Noviembre de 1952, por el que se convino el establecimiento de dicha Misión, fuera prorrogado por un período indefinido hasta que sea terminado, de conformidad con los Artículos 4 y 5 del mencionado Acuerdo.

Si el Ilustrado Gobierno de Vuestra Señoría no tiene nada que objetar a la solicitud de prorroga del Acuerdo, la respuesta afirmativa a la presente nota determinaría dicha prórroga.

Válgome complacido de esta oportunidad para reiterar a Vuestra Señoría las seguridades de mi muy distinguida consideración,

A MONTIEL ARGUELLO

A Su Señoría

Don EDWARD GLION CURTIS,

*Encargado de Negocios a. i. de los  
Estados Unidos de América,  
Presente.-*

### *Translation*

**REPUBLIC OF NICARAGUA  
CENTRAL AMERICA**  
**MINISTRY  
OF**  
**FOREIGN AFFAIRS**

DIPLOMATIC DEPARTMENT.

OME, No. 088

MANAGUA, D. N., August 21, 1956.

**"YEAR OF JOSE DOLORES ESTRADA"**

DEAR MR. CURTIS:

I have the honor to inform you that my Government, appreciating the benefits received, resulting in the improvement of the Nicaraguan Air Force, from the activities of the United States Air Force Mission to Nicaragua, would like to have the Agreement of November 19, 1952, establishing the Mission, extended for an indefinite period until it is terminated in accordance with Articles 4 and 5 of the above-mentioned Agreement.

If your Government has no objection to the request to extend the Agreement, an affirmative reply to this note will establish the extension.

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

A MONTIEL ARGUELLO

Mr. EDWARD GLION CURTIS,  
*Charge d'Affaires ad interim of the  
United States of America,  
City.*

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

AMERICAN EMBASSY,  
Managua, August 27, 1956.

10

**EXCELLENCE.**

I have the honor to acknowledge receipt of Note No. OME 088, Departamento Diplomatico, dated August 21, 1956, signed by His Excellency Alejandro Montiel Arguello, Vice Minister of Foreign Affairs, informing me of the desire of the Nicaraguan Government to extend the Agreement, dated November 19, 1952, establishing the Air Force Mission of the United States in Nicaragua for an indefinite period, until such time as it may be terminated in conformity with Articles 4 and 5 of that Agreement.

TIAS 3634

I have the honor to inform Your Excellency that I am authorized by the United States Government to agree to this extension of the Air Force Mission Agreement. Consequently, the Note from the Ministry and this reply constitute a supplement to that Agreement.

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

EDW. GLION CURTIS  
*Charge d'Affaires ad interim*

His Excellency

OSCAR SEVILLA SACASA,  
*Minister of Foreign Affairs,*  
*Managua, D. N.*



# ISRAEL

## Surplus Agricultural Commodities

*Agreement, with agreed minute, done at Washington  
September 11, 1956;  
Entered into force September 11, 1956.*

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### AGRICULTURAL COMMODITIES AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF ISRAEL UNDER TITLE I OF THE AGRICULTURAL TRADE DEVELOP- MENT AND ASSISTANCE ACT, AS AMENDED

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

Recognizing the desirability of expanding trade in agricultural commodities between their two countries and with other friendly nations in a manner which would not displace usual marketings of the United States in these commodities or unduly disrupt world prices of agricultural commodities;

Considering that the purchase for Israeli pounds of surplus agricultural commodities produced in the United States will assist in achieving such an expansion of trade;

Considering that the Israeli pounds accruing from such purchases will be utilized in a manner beneficial to both countries;

Desiring to set forth the understandings which will govern the sales of surplus agricultural commodities to Israel pursuant to Title I of the Agricultural Trade Development and Assistance Act of 1954, as amended, and the measures which the two governments will take individually and collectively in furthering the expansion of trade in such commodities;

Have agreed as follows:

#### ARTICLE I

##### *SALES FOR ISRAELI POUNDS*

1. Subject to the issuance and acceptance of purchase authorizations referred to in paragraph 2 of this Article, the Government of

68 Stat. 455.  
7 U. S. C. §§ 1701-  
1709.

the United States undertakes to finance on or before June 30, 1957, the sale for Israeli pounds of certain agricultural commodities determined to be surplus pursuant to Title I of the Agricultural Trade Development and Assistance Act of 1954, as amended, to purchasers authorized by the Government of Israel.

2. The United States Government will issue, within the terms of this Agreement, purchase authorizations which shall include provisions relating to the sale and delivery of agricultural commodities, the time and circumstances of deposit of the Israeli pounds accruing from such sales, and other relevant matters, and which shall be subject to acceptance by the Government of Israel. Certain commodities, and amounts, with respect to which agreement has been reached by the two governments, are listed in paragraph 3 of this Article.

3. The United States Government undertakes to finance the sale to the Government of Israel of the following commodities, in the export market value indicated, during the United States fiscal year 1957, under the terms of the said Act, as amended, and of this Agreement.

<i>COMMODITY</i>	<i>EXPORT MARKET VALUE (Million Dollars)</i>
Feed Grains	\$ 2.0
Wheat	4.7
Butter	1.7
Cheese	.8
Inedible Tallow	.1
Sub-Total	\$ 9.3
Ocean Transportation (Estimated 50%)	1.4
TOTAL	\$10.7

## ARTICLE II

### *USES OF ISRAELI POUNDS*

1. The two Governments agree that Israeli pounds accruing to the Government of the United States as a consequence of sales made pursuant to this Agreement will be used by the Government of the United States for the following purposes in the amounts shown:

(a) To help develop new markets for United States agricultural commodities, for international educational exchange, for purchases of goods and services for other friendly countries and for

other United States expenditures in Israel under subsections (a), (d), (f) and (i) of Section 104 of the Act, the Israeli pound equivalent of \$2.7 million.

(b) For loan to the Government of Israel to promote the economic development of Israel under Section 104 (g) of the Act, the Israeli pound equivalent of \$8.0 million, subject to supplemental agreement between the two Governments. It is understood that the loan will be denominated in dollars, with payment to be made in United States dollars or, at the option of the Government of Israel, in Israeli pounds, such payments in pounds to be made at the applicable rate of exchange, as defined in the loan agreement, in effect on the date of each payment. Other provisions will also be set forth in the loan agreement and any agreement supplemental thereto. In the event pounds set aside for loans to the Government of Israel are not advanced within three years from the date of this Agreement as a result of failure of the two governments to reach agreements on the use of the pounds for loan purposes, or for any other purpose authorized by Section 104 of the Act, the Government of the United States may use the pounds for any such other purpose. Not less than \$1.5 million of this sum will be reserved for relending to private enterprise through established banking facilities under procedures to be agreed upon by the two governments.

2. The Israeli pounds accruing under this Agreement shall be expended by the Government of the United States for purposes stated in paragraph 1 of this Article in such manner and order of priority as the Government of the United States shall determine. To the extent that the total of pounds accruing to the Government of the United States as a consequence of sales made pursuant to this Agreement is less than \$10.7 million the amount available for loans to the Government of Israel would be reduced by the deficiency in deposits; to the extent that the total exceeds the equivalent of \$10.7 million, 25 percent of the excess would be available for United States uses under Section 104(f) and 75 percent for loans to Israel under Section 104 (g).

### ARTICLE III

#### *DEPOSITS OF ISRAELI POUNDS AND RATE OF EXCHANGE*

The deposit of Israeli pounds in payment for the commodities and for ocean freight costs financed by the Government of the United States (except excess costs resulting from the requirement that United States flag vessels be used) shall be made at the rate of exchange for United States dollars generally applicable to

import transactions (excluding imports granted preferential rate) in effect on the dates of dollar disbursement by United States banks, or by the Government of the United States, as provided in the purchase authorizations.

#### ARTICLE IV

##### *GENERAL UNDERTAKINGS*

1. The Government of Israel agrees that it will take all possible measures to prevent the resale or trans-shipment to other countries, or use for other than domestic purposes (except where such resale, trans-shipment or use is specifically approved by the Government of the United States) of surplus agricultural commodities purchased pursuant to the provisions of the Agricultural Trade Development and Assistance Act of 1954, as amended, and to assure that its purchase of such commodities does not result in increased availability of these or like commodities to nations unfriendly to the United States.
2. The two governments agree that they will take reasonable precautions to assure that all sales of surplus agricultural commodities pursuant to the Agricultural Trade Development and Assistance Act of 1954, as amended, will not unduly disrupt world prices of agricultural commodities, displace usual marketings of the United States in these commodities, or materially impair trade relations among the countries of the free world.
3. In carrying out this Agreement the two governments will seek to assure conditions of commerce permitting private traders to function effectively and will use their best endeavors to develop and expand continuous market demand for agricultural commodities.
4. The Government of Israel agrees to furnish, upon request of the Government of the United States, information on the progress of the program, particularly with respect to arrivals and condition of commodities and the provisions for the maintenance of usual marketings, and information relating to exports of the same or like commodities.

#### ARTICLE V

##### *CONSULTATION*

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

ARTICLE VI

***ENTRY INTO FORCE***

This Agreement shall enter into force upon signature.

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

DONE at Washington this eleventh day of September, 1956.

**FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA:**

**WILLIAM M ROUNTREE**

**FOR THE GOVERNMENT OF ISRAEL:**

**ABBA EBAN**

**AGREED MINUTE BETWEEN THE NEGOTIATORS FOR  
THE UNITED STATES AND THE NEGOTIATORS FOR  
ISRAEL RELATIVE TO THE AGRICULTURAL COM-  
MODITIES AGREEMENT FOR THE FISCAL YEAR 1956-  
1957.**

The United States representatives secured the following understandings from the representatives of Israel:

1. Usual Marketings.

*Wheat.* The amount of \$4.7 million (about 75,000 M. T.) has been agreed under Title I, Public Law 480, U. S. fiscal year 1956-1957, on condition, as heretofore agreed upon, that Israel provide assurance it will take 150,000 M. T. as usual marketings for dollars from the United States and will continue to maintain the stock level of six months' supply for a minimum of three years from the date of this Agreement; and on the further condition that exports of wheat by the Government of Israel during the U. S. fiscal year 1956-1957 consist only of durum wheat and be limited to no more than 10,000 M. T.

*Feed Grains.* The \$2.0 million (about 40,000 M. T.) has been agreed under Title I, Public Law 480, on condition, as heretofore agreed upon, that Israel provide assurance it will take 20,000 M. T. as usual marketings for dollars and will maintain the stock level of six months' supply for a minimum of three years from the date of this Agreement.

*Inedible Tallow.* The \$100,000 (about 500 M. T.) has been agreed under Title I, Public Law 480, on condition that Israel provide assurance it will take a minimum of 900 M. T. as usual marketings for dollars from the United States.

*Other Commodities.* No usual marketing commitments for dollars are required for butter and cheese. However, the representatives of Israel stated that Israel expects to import normal commercial quantities of both of these commodities from other usual suppliers in the United States fiscal year 1956-1957.

68 Stat. 455.  
7 U. S. C. §§ 1701-  
1702.

## 2. Currency Uses.

It is understood that, in view of the agricultural surplus problem in the United States, careful attention will need to be given to the inadvisability of using economic development loan funds under Section 104 (g) for projects either in the field of governmental or private investment which would reduce export outlets for United States agricultural commodities. This applies to any project whether or not related to projects financed by the Export-Import Bank of Washington, the International Bank for Reconstruction and Development, or the International Finance Corporation. Projects for such purposes as expansion or improvement of livestock production, storage, processing and distribution facilities; development of forestry resources; or other purposes which would not have the effect of reducing export outlets for United States agricultural commodities would be considered on an individual basis.

## 3. Ocean Transportation.

As required by law, at least 50 percent of the dry cargo liner tonnage and 50 percent of the dry bulk carrier tonnage of each commodity financed under Title I will be required to be transported on privately-owned United States flag vessels, if available. The United States Department of Agriculture will finance (subject to repayment in Israeli pounds to the extent indicated below) the ocean freight on shipments required to be made on United States vessels.

The Government of Israel will be expected to finance ocean freight on the approximately 50 percent not required to be carried on United States flag vessels. When ocean freight is covered by the commodity price (c. i. f. and C. & F. sales), financing on United States vessels required to be used, will be through regular letter of credit procedures. On f. o. b. and f. a. s. vessel United States port sales, the dollar cost of ocean freight on such United States vessels will be reimbursed to the Government of Israel upon submission of documentation showing the dollar amount of ocean freight paid. Ocean freight authorizations issued by the United States Department of Agriculture providing for reimbursement under f. o. b. and f. a. s. sales are assignable to United States banking institutions. The Government of Israel will be required to deposit Israeli pounds for ocean freight financed by the United States Department of Agriculture only at the freight rate prevailing on non-United States vessels. Implementation of the 50-50 freight requirement will be accomplished by advance

approval of bookings and charters by the United States Department of Agriculture.

4. It is now contemplated that all shipments of commodities provided for in the Agreement will be completed during the United States fiscal year 1956-1957. However, if, for any reason, it becomes necessary to extend the shipping deadline beyond June 30, 1957, the Government of Israel will be required to give assurances that the same volume of usual marketings from the United States would be procured during the 1957-1958 fiscal year or in any subsequent fiscal year in which Title I shipments are actually made.

In issuing purchase authorizations due consideration will be given to such factors as seasonal availability of commodities in the United States, availability of ocean transportation facilities, storage and distribution facilities in Israel, and other pertinent factors, in order to assure orderly procurement and distribution of commodities.

5. At the request of the representatives of the Government of the United States, the representatives of the Government of Israel took particular note of the undertaking under the sales agreement for the United States fiscal year 1957, that Israel's purchases under that agreement would not displace the usual marketings of the United States or materially impair trade relations among the countries of the free world. Both sides recognized that this provision applied to all of the commodities specified in the sales agreement. In this connection the representatives of the Government of Israel stated that Israel expects to import 120,000 metric tons of wheat from countries other than the United States in the United States fiscal year 1956-1957.

6. With respect to the \$1.5 million to be set aside for relending to private enterprise, the representatives of the Government of Israel stated that Israel would, as a matter of policy, endeavor to augment the amount to be reloaned to private enterprise up to \$2.0 million and beyond if feasible in conformity with prudent lending policies.

7. The undertakings recorded in these Minutes are given without prejudice to further applications by Israel for additional purchases under Title I, Public Law 480 in the United States fiscal year 1956-1957.

WR

SEPTEMBER 11, 1956

AE

SEPTEMBER 11, 1956

# PERU

## Army Mission to Peru

*Agreement signed at Lima September 6, 1956;  
Entered into force September 6, 1956.*

### AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOV- ERNMENT OF THE RE- PUBLIC OF PERU

### ACUERDO ENTRE EL GO- BIERNO DE LOS ESTADOS UNIDOS DE AMERICA Y EL GOBIERNO DE LA RE- PUBLICA DEL PERU

\* \* \* \* \*

In conformity with the request of the Government of the Republic of Peru to the Government of the United States of America, the President of the United States of America has authorized the appointment of officers and noncommissioned officers of the United States Army to constitute a United States Army Mission to Peru, hereinafter referred to as Mission, for training purposes in accordance with the conditions stipulated below:

\* \* \* \* \*

De conformidad con la solicitud que el Gobierno de la República del Perú ha formulado al Gobierno de los Estados Unidos de América, el Presidente de los Estados Unidos de América ha autorizado el nombramiento de oficiales y clases del Ejército de los Estados Unidos para que constituyan una Misión Militar de los Estados Unidos en el Perú, a la que en adelante se denominará la Misión, con fines de enseñanza de acuerdo con las condiciones que se estipulan a continuación:

#### Title I

##### *Purpose and Duration*

ARTICLE 1. (a) The purpose of the Mission is to cooperate in an advisory capacity with the Ministry of War of the Republic of Peru, hereinafter

#### Título I

##### *Propósito y Duración*

ARTICULO 1. (a) El propósito de la Misión es de cooperar, con carácter consultivo, con el Ministerio de Guerra de la República del Perú, al que en

referred to as the Ministry of War, in the military improvement of its Army, so as to enhance the efficiency of the Army of Peru in matters of training, organization and administration.

(b) The duties of the members of the Mission shall be those agreed upon between the Commander-in-Chief of the Army of Peru and the Chief of the Mission.

**ARTICLE 2.** This Agreement shall enter into force on the date of signing thereof by the accredited representatives of the Government of the United States of America and the Government of the Republic of Perú, and shall continue in force until it may be terminated as provided in Article 3.

**ARTICLE 3.** This Agreement may be terminated in any of the following manners:

(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 Peru, in the public interest of either country, without necessity of compliance with provision (a) of this Article.

(c) On the initiative of either the Government of the Republic

adelante se denominará el Ministerio de Guerra, en el mejoramiento militar de su ejército, a fin de acrecentar la eficiencia del Ejército del Perú en materia de preparación, organización y administración.

(b) Los deberes de los miembros de la Misión serán los que se establezcan mediante acuerdo entre el Comandante en Jefe del Ejército del Perú y el Jefe de la Misión.

**ARTICULO 2.** Este Acuerdo entrará en vigor en la fecha en que sea suscrito por los representantes autorizados del Gobierno de los Estados Unidos de América y del Gobierno de la República del Perú, y continuará en vigor hasta que se le dé por terminado como se dispone en el Artículo 3.

**ARTICULO 3.** Podrá ponerse término a este Acuerdo en cualquiera de las siguientes formas:

(a) Por cualquiera de los dos Gobiernos, mediante aviso por escrito al otro Gobierno con tres meses de anticipación.

(b) Por llamada de todo el personal de la Misión por el Gobierno de los Estados Unidos de América, o a solicitud del Gobierno de la República del Perú, en interés público de cualquiera de los dos países, sin necesidad de cumplir con la disposición contenida en el inciso (a) de este Artículo.

(c) A iniciativa del Gobierno de la República del Perú o del

of Peru or the Government of the United States of America at any time when either of the two Governments become involved in foreign or domestic hostilities.

Gobierno de los Estados Unidos de América en cualquier momento que cualquiera de los dos Gobierno esté complicado en hostilidades con el extranjero o domésticas.

## Title II

### *Organization, Personnel and Duties.*

Article 4. (a) This Mission shall consist of a Chief of Mission and such numbers of other personnel of the United States Army as may be agreed upon between the Department of the Army of the United States of America, hereinafter referred to as the Department of the Army, and the Ministry of War.

(b) The individuals to be assigned to the Mission shall be those agreed upon between the Ministry of War and the Department of the Army.

(c) Any member of the Mission may be replaced by the Government of the United States of America after two years of service in which case another member shall be named to replace him in accordance with the provisions of this Article unless it is mutually agreed between the Department of the Army and the Ministry of War that no replacement is required.

(d) Members of the Mission who are replaced shall terminate their duties with the Mission only upon the arrival of the persons replacing them,

## Título II

### *Organización, Personal y Deberes.*

ARTICULO 4. (a). Esta Misión consistirá de un Jefe de Misión y el número de otro personal del Ejército de los Estados Unidos que se convenga entre el Departamento del Ejército de los Estados Unidos de América, al que en adelante se denominará el Departamento del Ejército, y el Ministro de Guerra.

(b) Los militares destacados para integrar la Misión serán aquellos que hayan sido materia de acuerdo entre el Ministerio de Guerra y el Departamento del Ejército.

(c) Cualquier miembro de la Misión podrá ser reemplazado por el Gobierno de los Estados Unidos de América después de dos años de servicios en cuyo caso se nombrará otro para reemplazarlo de conformidad con las disposiciones de este Artículo, salvo que se convenga mutuamente entre el Departamento del Ejército y el Ministerio de Guerra que dicho reemplazo no es necesario.

(d) Los miembros de la Misión que sean reemplazados terminarán sus deberes para con la Misión sólo a la llegada de las personas que los reemplacen,

except as provided in subparagraph (c).

(e) The Government of the Republic of Peru may at any time request the replacement of any member of the Mission with the cost of such replacement to be borne as provided in Article 17.

**ARTICLE 5.** The members of the Mission, through the Chief of Mission and the Commander-in-Chief of the Army of Peru, shall be responsible to the Ministry of War.

### Title III

#### *Rank, Privileges and Immunities.*

**ARTICLE 6.** Each member of the Mission shall perform his duties in the Mission with the rank which he holds in the United States Army and shall wear the uniform and insignia of his rank in the United States Army, but by courtesy he shall have precedence over all Peruvian officers of the same rank.

**ARTICLE 7.** Each member of the Mission shall be entitled to the benefits and privileges which the Regulations of the Army of Peru grant to Peruvian officers and noncommissioned personnel of the corresponding rank.

**ARTICLE 8.** 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

excepto en el caso de lo previsto en el inciso (c).

(e) El Gobierno de la República del Perú podrá en cualquier momento solicitar el reemplazo de cualquier miembro de la Misión, sufragándose el gasto de dicho reemplazo como se dispone en el Artículo 17.

**ARTICULO 5.** Los miembros de la Misión serán responsables ante el Ministerio de Guerra por intermedio del Jefe de la Misión y el Comandante en Jefe del Ejército del Perú.

### Título III

#### *Rango, Privilegios e Inmunidades.*

**ARTICULO 6.** Cada miembro de la Misión desempeñará sus deberes en la Misión con el rango que tenga en el Ejército de los Estados Unidos de América y usará el uniforme e insignias de su rango en el mismo, pero por cortesía tendrá precedencia sobre todos los oficiales peruanos del mismo rango.

**ARTICULO 7.** Cada miembro de la Misión tendrá derecho a los beneficios y privilegios que los Reglamentos del Ejército del Perú conceda a oficiales y clases peruanos del rango correspondiente.

**ARTICULO 8.** Cada miembro de la Misión tendrá derecho a un mes de vacaciones al año con goce de sueldo, o a una parte proporcional del mismo

fractional part of a year. Unused portions of said leave shall be cumulative from year to year during service as a member of the Mission. Permission for absences granted during the year for other than official business shall be considered as leave.

ARTICLE 9. The leave provided for in the foregoing Article may be spent in the Republic of Peru, in the United States of America, or in other countries; but the travel and transportation not specified in this Agreement shall be for the account of the member of the Mission who is on leave. All time used for travel in connection with leave shall be counted as part of the leave and shall not be in addition to the time authorized in the preceding Article.

ARTICLE 10. The Government of the Republic of Peru agrees to grant the leave upon receipt of a written request approved by the Chief of Mission, with due consideration for the convenience of the Government of the Republic of Peru.

ARTICLE 11. The personnel of the Mission and the members of their families shall be governed by the disciplinary regulations of the Army of the United States of America.

con goce de sueldo por cualquier fracción de año. Las porciones de dichas vacaciones no utilizadas serán acumulativas de año en año durante el tiempo que dure el servicio como miembro de la Misión. Las licencias que se conceda durante el año para asuntos no oficiales serán consideradas como vacaciones.

ARTICULO 9. Las vacaciones estipuladas en el artículo anterior podrán disfrutarse en la República del Perú, en los Estados Unidos de América, o en otros países; pero los gastos de viaje y transporte que no se especifiquen en este Acuerdo serán por cuenta del miembro de la Misión que se halle de vacaciones. Todo tiempo que se emplee en viajar en relación con las vacaciones se computará como parte de las mismas y no se agregará al período autorizado en el Artículo precedente.

ARTICULO 10. El Gobierno de la República del Perú conviene en conceder vacaciones al recibo de una solicitud por escrito aprobada por el Jefe de la Misión, tomándose debida consideración de las conveniencias del Gobierno de la República del Perú.

ARTICULO 11. El personal de la Misión y sus familiares se regirán por los reglamentos disciplinarios del Ejército de los Estados Unidos de América.

**ARTICLE 12.** Members of the Mission and their dependents, while stationed in the Republic of Peru, shall have the right, for their personal use, to import, export, possess and use currency of the United States of America and to possess and use the currency of the Republic of Peru.

**ARTICLE 13.** Mission members shall be immune from the civil jurisdiction of Peruvian courts for acts or omissions arising out of the performance of their official duties. Claims of residents of the Republic of Peru arising out of such acts or omissions of members of the Mission shall be submitted to the Chief of Mission for appropriate disposition. Settlements of such claims by the Government of the United States of America shall operate as a complete relief to both the Government of the United States of America and the Mission member concerned from liability for damages arising out of such acts or omissions. Determination as to whether an act or omission arose out of the performance of official duties shall be made by the Chief of Mission.

**ARTICLE 14.** Mission members, or those who may be on temporary duty shall not be subject

**ARTICULO 12.** Mientras estén destacados en el Perú, los miembros de la Misión y las personas que dependan de ellos tendrán derecho, para su uso personal, a traer, mandar, poseer y utilizar moneda de los Estados Unidos de América y a poseer y utilizar moneda de la República del Perú.

**ARTICULO 13.** Los miembros de la Misión gozarán de inmunidad por concepto de responsabilidad civil ante los Tribunales del Perú por los actos u omisiones en que incurran con motivo del desempeño de sus funciones oficiales. Las reclamaciones de residentes de la República del Perú que provengan de dichos actos u omisiones cometidas por miembros de la Misión serán sometidas a consideración del Jefe de la Misión para que disponga lo conveniente. Los pagos de dichas reclamaciones por el Gobierno de los Estados Unidos de América relevarán completamente, tanto al Gobierno de los Estados Unidos de América como al miembro de la Misión que estuviera complicado en ella, de toda responsabilidad por los daños provenientes de dichos actos u omisiones. La determinación respecto a si un acto u omisión provino del desempeño de funciones oficiales será de incumbencia del Jefe de la Misión.

**ARTICULO 14.** Los miembros de la Misión, o los que se hallen temporalmente en funciones, no

to any tax or assessment now or hereafter in effect, of the Government of the Republic of Peru or any of its political or administrative subdivisions.

estarán sujetos a ningún impuesto o contribución presente o futura, del Gobierno de la República del Perú o de cualquiera de sus dependencias políticas o administrativas.

#### Title IV

##### *Compensation, Transportation and other Expenses.*

ARTICLE 15. Members of the Mission shall receive from the Government of the Republic of Peru the net annual compensation, expressed in currency of the United States of America, on which the two Governments agree for each member. This compensation shall be paid in twelve (12) equal monthly installments which shall become due and shall be paid on the last day of each month. Payment may be made in Peruvian currency and when so made shall be computed at the rate of exchange at the Central Reserve Bank of Peru at Lima on the date on which due. The compensation shall not be subject to any tax now in effect or imposed in the future by the Government of the Republic of Peru or any of its political or administrative subdivisions. However, if at present or during the life of this Agreement there are any taxes which might affect this compensation, they shall be paid by the Ministry of War in order to comply with the provision of this Article that the agreed compensation shall be net.

#### Título IV

##### *Remuneraciones, Gastos de Transporte y Otros.*

ARTICULO 15. Los miembros de la Misión recibirán del Gobierno del Perú la remuneración neta anual, expresada en moneda de los Estados Unidos de América, que los dos Gobiernos acuerden para cada miembro. Esta remuneración será abonada en doce (12) mensualidades iguales que vencerán y se pagarán el último día de cada mes. El pago podrá efectuarse en moneda peruana, y en tal caso se computará al tipo de cambio del Banco Central de Reserva del Perú en Lima en la fecha de pago. La remuneración no estará sujeta a ningún impuesto actual o que se imponga en el futuro por el Gobierno de la República del Perú o de cualquiera de sus dependencias políticas o administrativas. Sin embargo, si en la actualidad o durante la vigencia de este Acuerdo hubiera impuestos que afectaran a esta remuneración, ellos serán abonados por el Ministerio de Guerra a fin de cumplir con la disposición de este Artículo de que la remuneración convenida será neta.

ARTICLE 16. The compensation to which the preceding Article refers shall begin to be credited as of the date on which each member of the Mission begins his journey to the Republic of Peru, which fact shall be verified with the respective visa issued by the Peruvian Embassy, or a Peruvian Consulate, in the United States of America. This compensation shall cease for each member of the Mission on the day on which he arrives in the United States of America. The compensation due for the period of the return trip shall be paid to the detached member of the Mission before his departure from the Republic of Peru and such payments shall be computed for travel by the shortest usually travelled water route, regardless of the route and method of travel used by the member of the Mission. In the case of sick leave or other circumstances indicated by the Government of the United States of America, the Government of the Republic of Peru is relieved of payment of the compensation to which it is committed under Article 15 whenever the leave of absence exceeds ninety days. Compensation shall be paid for unused accrued leave at time of termination of duty and prior to departure from the Republic of Peru, a report previously having been made by the Military Administration of the Ministry of War.

ARTÍCULO 16. La remuneración a que el artículo anterior se refiere comenzará a abonarse a partir de la fecha en que cada miembro de la Misión inicia su viaje a la República del Perú, de lo cual se dejará constancia mediante la respectiva visa otorgada por la Embajada o Consulado del Perú en los Estados Unidos de América. Esta remuneración para cada miembro de la Misión cesará el día de su llegada a los Estados Unidos de América. La remuneración que corresponda al período del viaje de retorno se abonará al miembro destacado de la Misión antes de su partida de la República del Perú y dicho pago se computará a base de un viaje por la ruta marítima más corta acostumbrada, prescindiendo de la ruta y método de viaje que use el miembro de la Misión. En caso de licencia por enfermedad u otras circunstancias que indicará el Gobierno de los Estados Unidos de América, el Gobierno de la República del Perú quedará relevado del pago de remuneración a que se halla comprometido en virtud del Artículo 15 cuando la licencia exceda de noventa días. Se abonará remuneración por vacaciones acumuladas que no se hubieran utilizado al término de las funciones y antes de partir de la República del Perú, previo informe de la Administración Militar del Ministerio de Guerra.

ARTICLE 17. (a) Each member of the Mission and his family shall be furnished by the Government of the Republic of Peru with first class accommodations for travel, via the shortest usually travelled water route, required and performed under this agreement, between the port of embarkation in the United States of America and his official residence in the Republic of Peru, both for the outward and for the return trip. The Government of the Republic of Peru shall also pay all expenses of shipment of household goods and baggage in conformity with the Joint Travel Regulations for the Uniformed Services of the United States of America, and of the automobile of each member of the Mission, from the port of shipment in the United States of America to his official residence in the Republic of Peru and return, as well as all expenses incidental to the shipment of such household goods, baggage and automobile from his official residence in the Republic of Peru to the port of entry in the United States of America.

(b) 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 member of the Mission, except as otherwise provided in this Agreement or when such ship-

ARTICULO 17. (a) El Gobierno de la República del Perú proporcionará a cada miembro de la Misión y a su familia los pasajes de primera clase para viajar, por la vía marítima más corta acostumbrada, que sean menester para cumplir con lo dispuesto en este Acuerdo, entre el puerto de embarque en los Estados Unidos de América y su residencia oficial en la República del Perú, tanto para el viaje de salida como para el regreso. El Gobierno de la República del Perú pagará también todos los gastos de embarque del menaje de casa y equipaje de conformidad con los Reglamentos Mixtos de Viaje para los Servicios con Uniforme de los Estados Unidos de América, y del automóvil de cada miembro de la Misión, desde el puerto de embarque en los Estados Unidos de América hasta su residencia oficial en la República del Perú y regreso, así como todos los gastos inherentes al embarque de dicho menaje de casa, equipaje y automóvil desde su residencia oficial en la República del Perú hasta el puerto de entrada en los Estados Unidos de América.

(b) El transporte de dicho menaje de casa, equipaje y automóvil se efectuará en un embarque, y todos los embarques subsiguientes serán por cuenta del respectivo miembro de la Misión, excepto cuando se disponga de otro modo en este Acuerdo o cuando dichos em-

ments are necessitated by circumstances beyond his control.

(c) Payment of expenses for the transportation of families, household goods and automobiles, in case of personnel who may join the Mission for temporary duty at the request of the Minister of War, shall be determined by negotiations between the Department of the Army and the Ministry of War, at such time as the detail of personnel for such temporary duty may be agreed upon.

ARTICLE 18. Should the services of any member of the Mission be terminated by the Government of the United States of America for any reason prior to completion of two years of services as a member of the Mission, the cost of the return to the United States of America of such member, his family, baggage, and household goods and similar expenses connected with transporting the replacing member to his station in the Republic of Peru, shall be borne by the Government of the United States of America, except that the cost of shipment of a member's automobile shall be borne by the Government of the Republic of Peru.

ARTICLE 19. The baggage, household goods and automobiles of all members of the Mission, as well as articles imported by members of the Mission for

barques sean necesarios por circunstancias fuera de su control.

(c) Tratándose de personal que se una a la Misión para desempeñar funciones temporales a solicitud del Ministerio de Guerra, el pago de los gastos de transporte de sus familias, menajes de casa y automóviles se determinará mediante negociaciones entre el Departamento del Ejército y el Ministerio de Guerra, en el momento que se acuerde destacar personal para dichas funciones temporales.

ARTICULO 18. En el caso de que por cualquiera razón el Gobierno de los Estados Unidos de América diera término a los servicios de cualquier miembro de la Misión antes de completar dos años de servicios como miembro de la Misión, los gastos de retorno a los Estados Unidos de América de dicho miembro, de su familia, equipaje, menaje de casa, y gastos similares relacionados con el transporte del miembro que lo reemplace a su puesto en la República del Perú, serán sufragados por el Gobierno de los Estados Unidos de América, con excepción del gasto de embarque del automóvil del miembro de la Misión que será sufragado por el Gobierno de la República del Perú.

ARTICULO 19. Los equipajes, enseres domésticos y automóviles de todos los miembros de la Misión, así como los artículos importados por los miembros

their personal use and for the use of their families, and also articles for the official use of the Mission, shall be exempt from customs duties, such importations being authorized by the Chief of the Mission.

**ARTICLE 20.** For the discharge of the duties of each member of the Mission in connection with study trips, reconnaissance, inspections and similar purposes, the Government of the Republic of Peru shall provide them with first class passage, emoluments, and expense money within Peruvian territory in national currency, in the same form as is provided for officers of the Army of Peru under its Regulations.

**ARTICLE 21.** The Ministry of War shall provide the Chief of Mission with suitable automobile, with chauffeur, solely for use on official business of the Mission. Suitable motor transportation, with chauffeur, shall, on call of the Chief of Mission, be made available by the Ministry of War for use by the members of the Mission solely for the conduct of the official business of the Mission.

**ARTICLE 22.** In order that the Mission may perform its duties, the Government of the Republic of Peru shall provide it with:

(a) Adequate premises and offices for the use of the Chief and members of the Mission, so

de la Misión para su uso personal y para el uso de sus familiares, como también los artículos para al uso oficial de la Misión, estarán exentos de derechos de aduana, debiendo tales importaciones ser autorizadas por el Jefe de la Misión.

**ARTICULO 20.** Para el desempeño de los deberes de cada miembro de la Misión relacionados con viajes de estudio, reconocimientos, inspecciones, y propósitos similares, el Gobierno de la República del Perú les proporcionará pasaje de primera, emolumentos, y dinero para gastos dentro del territorio del Perú en moneda nacional, en la misma forma que se provee para oficiales del Ejército del Perú de conformidad con sus Reglamentos.

**ARTICULO 21.** El Ministerio de Guerra proveerá al Jefe de Misión un automóvil conveniente con chauffeur, solamente para usarlo en asuntos oficiales de la Misión. A pedido del Jefe de la Misión el Ministerio de Guerra pondrá a disposición de los miembros de la Misión sólo para atender asuntos oficiales de la misma, transporte motorizado conveniente, con chauffeur.

**ARTICULO 22.** A fin de que la Misión pueda desempeñar sus funciones, el Gobierno de la República del Perú le proveerá:

(a) Local adecuado y oficinas para uso del Jefe y miembros de la Misión, para que

that they may efficiently carry out their task;

(b) A staff of Peruvian officers, in the number necessary, to advise the members of the Mission;

(c) The material means required by the Mission for the performance of its duties; for travel within the territory for purposes of instruction, inspections, reconnaissance; and, in general, all elements that will facilitate its work.

ARTICLE 23. If any member of the Mission, or any of his family, should die in the Republic of Peru, the Government of the Republic of Peru shall bear the cost of transporting the body 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 Peru shall not exceed the cost of transporting the remains from the place of decease to New York City. United States Military authorities shall remove and dispose of the remains in accordance with regulations of the Department of the Army. Should the deceased be a member of the Mission, his services with the Government of Peru shall be considered to have terminated fifteen (15) days after his death. 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

puedan llevar a cabo sus labores con eficiencia.

(b) Un cuerpo de oficiales peruanos, en número necesario, para asesorar a los miembros de la Misión.

(c) Los medios materiales que requiera la Misión para el cumplimiento de sus deberes; para viajar dentro del territorio con fines de instrucción, inspección, reconocimiento y, en general, todos los elementos que faciliten su trabajo.

ARTICULO 23. Si cualquier miembro de la Misión, o cualquiera de su familia, falleciera en la República del Perú, el Gobierno de la República del Perú sufragará los gastos de transporte del cadáver al lugar de los Estados Unidos de América que los miembros sobrevivientes de la familia decidan, pero el costo para el Gobierno de la República del Perú no excederá del costo del transporte de los restos desde el lugar del fallecimiento hasta la ciudad de Nueva York. Las autoridades militares de los Estados Unidos trasladarán y dispondrán de los restos de conformidad con los reglamentos del Departamento del Ejército. En el caso de que el finado fuera miembro de la Misión, se considerará que sus servicios prestados al Gobierno de la República del Perú han terminado quince (15) días después de su muerte. Se proporcionará transporte hasta la ciudad de Nueva York a la familia

17. 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 Peru, but excluding compensation for accrued leave earned and not taken by the deceased, shall be paid direct to such person as may be authorized or prescribed by United States military law for appropriate disposition. All compensation due the deceased under the provisions of this Article shall be paid within fifteen (15) days of the decease of the said member.

del miembro finado así como para su equipaje, menaje de casa y automóvil tal como se prescribe en el Artículo 17. Toda remuneración que se adeude al miembro finado, incluyendo el sueldo por quince (15) días subsiguientes a su fallecimiento, y el reembolso de los gastos y transporte que se deba al miembro fallecido por viajes efectuados en asuntos oficiales del Gobierno de la República del Perú, pero excluyendo la remuneración por vacaciones acumuladas a que tenía derecho pero que no fueron tomadas por el difunto, se abonarán directamente a la persona que la ley Militar de los Estados Unidos autorice o prescriba para que disponga lo conveniente. Toda suma que se deba al finado de conformidad con las disposiciones de este Artículo será abonado dentro de los quince (15) días del fallecimiento de dicho miembro.

ARTICLE 24. The Government of the Republic of Peru shall provide suitable medical and dental care, including hospitalization, to members of the Mission 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 may have been mutually agreed upon in advance by the Chief of Mission and the Minister of War. Such doctors and hospitals shall normally be chosen from doctors,

ARTICULO 24. El Gobierno de la República del Perú proveerá atención médica y dental, incluyendo hospitalización conveniente a los miembros de la Misión y a sus familias. En caso de que un miembro de la Misión se enfermara o fuera herido, será internado en el hospital o recibirá la atención de los médicos que mutuamente se haya acordado anticipadamente entre el Jefe de la Misión y el Ministro de Guerra. Dichos doctores y hospitales serán normalmente escogidos entre los

hospitals and pharmacies, all acceptable to the Chief of Mission, which shall have been designated in advance for regular use by the Ministry of War in consultation with the Chief of Mission. All expenses incurred as the result of such illness or injury while the patient is a member of the Mission and remains in Peru shall be paid by the Government of the Republic of Peru. 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 Peru. 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. The members of the Mission shall receive the same hospital attention as the officers of the Army of the Republic of Peru.

## Title V

### *Requisites and Conditions.*

ARTICLE 25. When as a consequence of prolonged illness or physical disability, a member of the Mission is incapacitated for performing his duties for a period of three months, he shall be replaced by the Government

doctores, hospitales y farmacias, todos aceptables para el Jefe de la Misión, que hayan sido designados anticipadamente para ser empleados regularmente por el Ministerio de Guerra en consulta con el Jefe de la Misión. Todos los gastos en que se incurra como resultado de dicha enfermedad o herida, mientras el paciente sea miembro de la Misión y permanezca en el Perú, serán abonados por el Gobierno de la República del Perú. Si el miembro hospitalizado fuera oficial, los gastos de subsistencia serán cubiertos por él mismo, pero si se tratara de un soldado, el costo de sostenimiento será por cuenta del Gobierno de la República del Perú. Las familias gozarán de los mismos privilegios convenidos en este artículo para los miembros de la Misión, excepto que un miembro de la Misión correrá en todo caso con el costo desostenimiento del miembro de su familia que se hubiera hospitalizado. Los miembros de la Misión recibirán la misma atención hospitalaria que los oficiales del Ejército de la República del Perú.

## Título V

### *Requisitos y Condiciones*

ARTICULO 25. Cuando a consecuencia de una enfermedad prolongada o de incapacidad física, un miembro de la Misión estuviera imposibilitado para el desempeño de sus deberes por un período de tres meses, será

of the United States of America in accordance with the provisions of Articles 4 and 17 unless the provisions of Article 18 apply.

**ARTICLE 26.** So long as this Agreement is in effect, the Government of the Republic of Peru shall not engage or accept the services of any personnel of any other foreign government or of any individual who is not a citizen of the Republic of Perú, for duties of any nature connected with the Army of Perú except by prior mutual agreement between the Government of the United States of America and the Government of the Republic of Peru.

**ARTICLE 27.** (a) Each member of the Mission shall agree not to divulge or in any way disclose any classified information 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 services with the Mission or after the termination of this Agreement.

(b) Violation of subparagraph (a) shall be cause for the immediate recall of the Mission member concerned.

**ARTICLE 28.** The word "family" as used in this Agreement shall be understood to include only the wife and dependent children.

reemplazado por el Gobierno de los Estados Unidos de América de acuerdo con las disposiciones de los Artículos 4 y 17 a menos que se aplique las disposiciones del Artículo 18.

**ARTICULO 26.** Mientras este Acuerdo esté en vigencia, el Gobierno de la República del Perú no contratará o aceptará los servicios de ningún personal de ningún otro gobierno extranjero ni de ninguna persona que no sea ciudadano de la República del Perú, para el desempeño de funciones de ninguna naturaleza relacionadas con el Ejército del Perú a menos que haya un previo acuerdo mutuo entre el Gobierno de los Estados Unidos de América y el Gobierno de la República del Perú.

**ARTICULO 27.** (a) Cada miembro de la Misión convendrá en no divulgar o en cualquier forma revelar cualquier información clasificada de la que se hubiera enterado en su condición de miembro de la Misión. Esta exigencia continuará en vigor aún después de terminar sus servicios en la Misión o después del término de este Acuerdo.

(b) La violación del inciso (a) será causa de destitución inmediata del miembro de la Misión afectado.

**ARTICULO 28.** El vocablo "familia" tal como se emplea en este Acuerdo se entenderá que incluye solamente a la esposa e hijos que dependan del interesado.

**ARTICLE 29.** It is understood that the personnel of the United States Army, to be stationed within the territory of the Republic of Peru under the provisions of this Agreement, do not and will not comprise any combat forces.

IN WITNESS WHEREOF, the undersigned, His Excellency Theodore C. Achilles, Ambassador Extraordinary and Plenipotentiary of the United States of America to the Republic of Peru, and His Excellency Manuel Cisneros Sánchez, Minister of Foreign Affairs of the Republic of Perú, duly authorized thereto, have signed this Agreement in duplicate in the English and Spanish languages, at Lima, this sixth day of September, one thousand nine hundred and fifty-six.

**ARTICULO 29.** Queda entendido que el personal del Ejército de los Estados Unidos que será destacado en el territorio de la República del Perú en virtud de las disposiciones de este Acuerdo, no comprende ni comprenderá fuerzas de combate.

EN FE DE LO CUAL, los suscritos, el Excelentísimo señor Theodore C. Achilles, Embajador Extraordinario y Plenipotenciario de los Estados Unidos de América ante la República del Perú, y el Excelentísimo señor doctor Manuel Cisneros Sánchez, Ministro de Relaciones Exteriores de la República del Perú, debidamente autorizados para ello, han suscrito este Acuerdo en duplicado, en los idiomas inglés y castellano, en Lima, a los seis días del mes de septiembre de mil novecientos cincuenta y seis.

For the Government of the United States of America:  
Por el Gobierno de los Estados Unidos de América:

THEODORE C ACHILLES [SEAL]

For the Government of the Republic of Peru:  
Por el Gobierno de la República del Perú:

MANUEL CISNEROS S [SEAL]

# **PAKISTAN**

## **Financial Arrangements for Furnishing Certain Supplies and Services to Naval Vessels**

*Agreement signed at Karachi September 10, 1956;  
Date of entry into force: December 9, 1956.*

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## **AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF PAKISTAN CONCERNING FINANCIAL ARRANGEMENTS FOR THE FURNISHING OF CERTAIN SUPPLIES AND SERVICES TO NAVAL VESSELS**

**AGREEMENT BETWEEN THE GOVERNMENT OF THE  
UNITED STATES OF AMERICA AND THE GOVERNMENT  
OF PAKISTAN CONCERNING FINANCIAL ARRANGE-  
MENTS FOR THE FURNISHING OF CERTAIN SUPPLIES  
AND SERVICES TO NAVAL VESSELS**

In consideration of the fact that from time to time naval vessels of the United States of America may visit ports and naval activities of Pakistan, and likewise, naval vessels of Pakistan may visit ports and naval activities of the United States of America, the Government of the United States of America and the Government of Pakistan agree that supplies and services will be furnished on a reimbursable basis by each of the Governments to naval vessels of the other Government as follows:

Article 1.

Routine port services, such as pilotage, tugs, garbage removal, line handling, and utilities, will be furnished by each of the Governments to visiting naval vessels of the other Government on a reimbursable basis without an advance of funds.

Article 2.

Miscellaneous supplies, such as fuel, provisions, spare parts and general stores, will be furnished by each of the Governments to visiting naval vessels of the other Government on a reimbursable basis without an advance of funds, on the condition that such miscellaneous supplies are available in the naval supply system of the host Government.

Article 3.

Services, such as overhauling, repairs, alterations and installation of equipment, together with supplies incidental thereto, will be furnished by each of the Governments to visiting naval vessels of the other Government when funds to cover the estimated cost of such supplies and services have been made available in advance by the benefiting Government, on the condition that such supplies are available in the naval supply system of the host Government or readily obtainable from commercial sources.

Article 4.

Supplies which are distinctive to the naval service of the host Government, and supplies which have been duly classified under applicable security regulations of such naval service, shall not be required to be furnished under the terms of this agreement.

Article 5.

Costs of services to be furnished in accordance with Article 1 of this Agreement will be reimbursed to the host Government at the standard rate prescribed for use within the naval service of the host Government. In the absence of a standard rate, such costs will be reimbursed to the host Government in full, including the cost of labour, material and overhead incurred by the naval activity performing the services.

Costs of services to be performed in accordance with Article 3 of this Agreement will be reimbursed to the host Government in full, including the cost of labour, material and overhead incurred by the naval activity performing the services, plus charges covering the cost of military pay and allowances and depreciation of machinery and equipment.

If such services covered by either Article 1 or Article 3 are obtained commercially, reimbursement will be made in the amount of the contract cost to the host Government.

Costs of supplies to be furnished in accordance with Article 2 of this Agreement will be reimbursed at the prices at which such supplies are regularly made available for use within the naval service of the host Government, plus accessorial charges covering costs of such items as packing, crating, handling, and transportation.

Article 6.

Prior to departure of a visiting naval vessel or vessels from a port or naval activity of the host Government, the commanding officer of such visiting naval vessel or vessels will be presented with one bill covering the total value of all services rendered and supplies furnished by the port or naval activity. This bill will be appropriately certified by such commanding officer as to the receipt and acceptance of the services and supplies listed thereon. The bill so certified will be returned to the appropriate naval representative at the port or naval activity, who will forward it in such manner as may be prescribed by regulation of his naval service for ultimate presentation to the appropriate representative of the benefiting Government. The bill will be due and payable within a period of thirty (30) days from the time of presentation to such representative.

Article 7.

In the case of an extended visit, intermittent billings for the supplies and services furnished hereunder will be presented to the commanding officer of the visiting naval vessel or vessels at such intervals as may be mutually agreed upon between such commanding officer and the naval representative of the port or naval activity. Such billings will be certified and processed for payment in the same manner as provided in Article 6 hereof.

Article 8.

All payments for services and supplies covered by this Agreement shall be made in the currency of the host Government.

Article 9.

This Agreement shall come in force [<sup>1</sup>] ninety (90) days from the date of signature thereof and shall apply to all supplies and services furnished on or after such date. Either of the signatory Governments may terminate this Agreement by giving notice of such termination at least ninety (90) days in advance of the effective date thereof.

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

Done at Karachi in duplicate this tenth day of September, 1956.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA:

HORACE A. HILDRETH

(Horace A Hildreth)

*Ambassador in Pakistan.*

AKHTER HUSAIN

(Akhter Husain)

*Secretary,*

*Ministry of Defence.*

[SEAL]

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<sup>1</sup> Dec. 9, 1956.

# JAPAN

## Exchange of Official Publications

*Arrangement effected by exchange of notes  
Signed at Tokyo September 5, 1956;  
Entered into force September 5, 1956.*

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*The American Ambassador to the Japanese Minister for Foreign Affairs*

THE FOREIGN SERVICE  
OF THE  
UNITED STATES OF AMERICA

AMERICAN EMBASSY,  
Tokyo, September 5, 1956.

No. 394

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 Japan in regard to the exchange of official publications, and to inform Your Excellency that the Government of the United States of America agrees that there shall be an exchange of official publications between the two Governments in accordance with the following provisions:

1. Each of the two Governments shall furnish regularly a copy of each of its official publications which is indicated in a selected list prepared by the other Government and communicated through diplomatic channels subsequent to the conclusion of the present arrangement. The list of publications selected by each Government may be revised from time to time and may be extended 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 transmission of publications of the Government of Japan shall be the National Diet Library.

3. The publications shall be received on behalf of the United States of America by the Library of Congress and on behalf of Japan by the National Diet Library.

4. The present arrangement 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 arrangement 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 arrangement shall not be considered as a modification of any existing exchange arrangement between a department or agency of one of the Governments and a department or agency of the other Government.

7. It is understood that the undertakings set forth in the present arrangement shall be carried out by each of the two Governments insofar as their respective budget and applicable laws and regulations permit.

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

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

JOHN M. ALLISON

His Excellency

MAMORU SHIGEMITSU,  
*Minister for Foreign Affairs,*  
*Tokyo.*

敬意を表します。

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

昭和三十一年九月五日

日本国外務大臣

吉光



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

輸送、さらに自國政府の刊行物については他方の政府の交換事務所にとつて合理的に考えて便利な港その他の適当な場所への輸送に關してこの取極に基いて生ずるすべての費用（郵便料金、鉄道料金及び船積運賃を含む。）を負担するものとする。

6 この取極は、一方の政府の省又は機関と他方の政府の省又は機関との間の現行の交換取極を修正するものとみなしてはならない。  
7 この取極に定める約束は、両政府がそれぞれ自国の予算及び関係法令の許す限りにおいて遂行するものと了解される。

日本国政府は、閣下の書簡及びこの返簡がこの問題に關する両政府間の取極を構成し、この取極がこの書簡の日付の日に効力を生ずるものと認めます。

- 5                    2                    う拡張することができる。
- 6                    3                    アメリカ合衆国政府の刊行物の送達のための公式の交換事務所  
7                    4                    は、スマスソニアン・インスティテューションとする。日本国政  
8                    5                    府の刊行物の送達のための公式の交換事務所は、国立国会図書館  
9                    6                    とする。
- 10                  7                    刊行物は、アメリカ合衆国のために議会図書館が、また、日  
11                  8                    本国のために国立国会図書館が受領する。
- 12                  9                    この取極は、いずれの政府に対しても、書入れ用紙、公的性格  
13                  10                  を有しない回章又は秘密刊行物を提供する義務を課するものでは  
14                  11                  ない。
- 15                  12                  両政府は、それぞれ、両政府の刊行物について自国内における

*The Japanese Minister for Foreign Affairs to the American Ambassador*

書簡をもつて啓上いたします。昭和三十一年九月五日付の閣下の書簡、及び、公の刊行物の交換に関する日本国政府代表とアメリカ合衆国政府代表との間で行われた会談に關し、本大臣は、日本国政府が次の規定に従つて公の刊行物を両政府の間で交換することに同意することを閣下に通報する光榮を有します。

- 1 両政府は、それぞれ、他方の政府が選択して作成しあつこの取極の締結後に外交上の経路により通達する表に掲げられる自国政府の公の刊行物の各一部を定期的に提供するものとする。各政府が選択した刊行物の表は、隨時改訂することができ、また、他方の政府の公の刊行物でその表に示されていないもの又は当該他方の政府が将来設置することのある新たな機関の刊行物を含めるよ

*Translation*

SEPTEMBER 5, 1956

MR. AMBASSADOR:

With reference to Your Excellency's note of September 5, 1956, and to the conversations between representatives of the Government of Japan and representatives of the Government of the United States of America in regard to the exchange of official publications, I have the honor to inform Your Excellency that the Government of Japan agrees that there shall be an exchange of official publications between the two Governments in accordance with the following provisions:

[For the English language text of the provisions, see *ante*, p. 2497.]

The Government of Japan considers that your note and this reply constitute an arrangement between the two Governments on this subject, the arrangement to enter into force on the date of this note.

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

MAMORU SHIGEMITSU  
Minister for Foreign Affairs  
of Japan

His Excellency

JOHN M. ALLISON

*Ambassador Extraordinary and  
Plenipotentiary of the United States  
of America to Japan*



# PAKISTAN

## Surplus Agricultural Commodities

*Agreement amending the agreement of August 7, 1956.*

*Post*, p. 3265.

*Effectuated by exchange of letters*

*Signed at Karachi September 7, 1956;*

*Entered into force September 7, 1956.*

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*The American Ambassador to the Pakistani Minister of Finance*

AMERICAN EMBASSY  
KARACHI, PAKISTAN  
September 7, 1956

DEAR MR. MINISTER:

I have the honor to refer to the Agricultural Commodities Agreement entered into by our two Governments on August 7, 1956 providing for financing certain agricultural commodities.

TIAS 3621.  
*Ante*, p. 2229.

I have the honor to propose that the Agreement of August 7, 1956 be amended by adding to the list of commodities in paragraph 3, Article I, edible vegetable oils in the amount of dollars 2.4 million, including the cost of ocean transportation to be financed by the United States. I also have the honor to propose that dollars 9.2 million in paragraph 1a of Article II be changed to read dollars 9.6 million; the dollars 30.2 million in paragraph 1b of Article II be changed to read dollars 31.8 million; and the dollars 7.0 million in paragraph 1c of Article II be changed to read dollars 7.4 million.

If you concur in the foregoing, this note and your reply thereto will constitute an Agreement between our two Governments effective on the date of your note in reply.

Yours sincerely,

HORACE A. HILDRETH  
*Ambassador*

The Honorable SYED AMJAD ALI,  
*Minister of Finance,*  
*Government of Pakistan,*  
*Karachi.*

*The Pakistani Minister of Finance to the American Ambassador*

MINISTER OF FINANCE  
GOVERNMENT OF PAKISTAN

*Karachi the 7th Sept: 1956.*

DEAR MR. AMBASSADOR:

I have the honour to acknowledge the receipt of your letter dated September 7, 1956, and to state that the proposals made therein are concurred in by the Government of Pakistan. The effect of these proposals will be that edible vegetable oil (cotton-seed oil) of a value of \$2.4 million, including the cost of ocean transportation, will be added to the list of commodities in paragraph 3, Article I of the Agreement of August 7, 1956, signed between our two respective Governments. Article II of the Agreement will also get amended to the extent that the allocation of Pakistani rupees accruing from sales of commodities for the three purposes stated in this Article will be changed from \$9.2 million in paragraph 1(a), \$30.2 million in paragraph 1(b) and \$7.0 million in paragraph 1(c) to \$9.6 million, \$31.8 million and \$7.4 million respectively.

2. We agree that your letter dated September 7, and this letter may be deemed to constitute an agreement between our two Governments.

Yours sincerely,

S. AMJAD ALI  
(S. Amjad Ali)  
*Minister of Finance and  
Economic Affairs.*

His Excellency

Mr. HORACE A. HILDRETH,  
*Ambassador for the United States  
of America,  
Karachi:*

# VIET-NAM

## Economic Cooperation

*Agreement effected by exchange of notes*

*Post*, pp. 2514, 2519.

*Signed at Saigon February 21 and March 7, 1955;*

*Entered into force March 7, 1955;*

*Operative retroactively January 1, 1955.*

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*The American Chargé d'Affaires ad interim to the President of  
Viet-Nam*

EMBASSY OF THE UNITED STATES OF AMERICA

No. 40

Saigon, February 21, 1955

EXCELLENCY:

I have the honor to refer to the request which has been made by the Government of Viet-Nam for additional direct economic assistance. In order to provide the proper basis for such an additional direct aid program, I would appreciate your Excellency's courtesy in confirming the acceptability of the following understandings:

1. Except as may be otherwise agreed such assistance as may be furnished by the Government of the United States under this program will be furnished pursuant to the terms of the Economic Cooperation Agreement between our two governments signed at Saigon September 7, 1951 and the exchanges of Notes dated December 18, 1951 and January 3, 16, and 19, 1952.

2. In accordance with the principle stated in Article III of the Economic Cooperation Agreement the Government of Viet-Nam will provide such detailed information, including access to pertinent books and records, as may be required by the United States regarding the operations and policies of the National Bank of Viet-Nam and the Exchange Control Authority. In addition, the Government of Viet-Nam agrees to consult, at the request of the United States with a view to assuring that the measures being taken by the National Bank and the Exchange Control Authority are effective in preventing the dissipation of Vietnamese funds,

TIAS 2346.  
2 UST 2205.  
TIAS 2623.  
3 UST, pt. 4, p. 4672.

domestic or foreign, so far as those funds are derived from United States financial aid.

3. In addition to the deposits in the special account in the National Bank of Viet-Nam (as successor to the Institute of Emission) required by Section I, Paragraph 2 of the Annex to the Economic Cooperation Agreement, the Government of Viet-Nam will deposit in that account all piaster proceeds resulting from the direct transfer and conversion of such foreign exchange as may be made available by the Government of the United States. The special account and the use of the deposits made therein will continue to be subject to the terms of the Annex to the Economic Cooperation Agreement, it being understood that the purposes of that agreement referred to in Paragraph 5 of the Annex include the purposes of this agreement. In accordance with Paragraph 5, releases from the special account will be made only with the agreement of the Government of the United States. Funds so released which may later be determined by the Government of the United States to have been used contrary to the specific terms of its agreement will, upon written request, be redeposited in the special account by the Government of Viet-Nam. In accordance with Article III of the Economic Cooperation Agreement, the Government of Viet-Nam will provide such information concerning the use of funds released from the special account as may be requested from time to time by the Government of the United States. Unless otherwise mutually agreed, releases made to finance the additional direct financial assistance covered by this exchange of Notes will cover only obligations incurred after January 1, 1955.

4. Such foreign exchange as may be made available by the United States will be used only as may be agreed upon between our two Governments.

Upon the receipt of a Note from Your Excellency indicating that the foregoing understandings are acceptable to the Government of Viet-Nam, the Government of the United States will consider that the present Note and your reply constitute an agreement between our two Governments to be effective from January 1, 1955.

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

Very respectfully,

RANDOLPH A. KIDDER  
*Charge d'Affaires, ad interim*

His Excellency  
NGO DINH DIEM,  
*President of the Government  
of the State of Vietnam,  
Saigon.*

*The President of Viet-Nam to the American Charge d'Affaires ad interim*

ETAT DU VIÊT-NAM  
*Le Président du Gouvernement*

No 166-PTT/TC

SAIGON, le 7 Mars 1955

EXCELLENCE,

Par lettre du 21 Février 1955, vous avez bien voulu exprimer le désir du Gouvernement des Etats-Unis de voir établir, par voie d'échange de lettres, un accord de base devant régir l'aide économique directe supplémentaire.

En vous informant que mon Gouvernement partage le désir de voir cette aide supplémentaire recevoir une réalisation rapide, je suis heureux de vous faire part de mon accord sur les dispositions ci-après:

1o/- Sauf conventions contraires, l'aide directe supplémentaire qui sera consentie par le Gouvernement des Etats-Unis d'Amérique et qui fait l'objet de la présente lettre, sera fournie au Gouvernement du Viêt-Nam, conformément aux termes de l'Accord de Coopération Economique entre nos deux Gouvernements, signé à Saigon le 7 Septembre 1951, et des échanges des Notes des 18 Décembre 1951, 3, 16 et 19 Janvier 1952.

2o/- Conformément aux stipulations de l'article III de l'Accord de Coopération Economique, le Gouvernement du Viêt-Nam accepte de fournir tous les renseignements détaillés, y compris communication des documents appropriés, que pourrait demander le Gouvernement des Etats-Unis concernant les opérations et le fonctionnement de la Banque Nationale du Viêt-Nam ainsi que de l'Office National des Changes.

Le Gouvernement du Viêt-Nam accepte également de consulter les experts américains sur la demande du Gouvernement des

Etats-Unis dans le but de s'assurer de l'efficacité des mesures prises par la Banque Nationale et l'Office National des Changes en vue d'éviter toute dissipation de fonds publics vietnamiens, ressources nationales ou devises étrangères, dans la mesure où ces fonds proviennent de l'aide financière des Etats-Unis.

3o/- En plus des dépôts dans le Compte Spécial ouvert à la Banque Nationale (en tant que successeur de l'ancien Institut d'Emission Inter-Etats) en conformité avec les dispositions prévues à la Section I, paragraphe 2 de l'Annexe à l'Accord de Coopération Economique, le Gouvernement du Viêt-Nam déposera audit Compte Spécial tous les revenus en piastres résultant du transfert direct et de la conversion d'autres devises étrangères qui pourraient être fournies par le Gouvernement des Etats-Unis.

Le Compte Spécial ainsi que l'utilisation des dépôts qui y sont effectués, continueront à être assujettis aux clauses de l'Annexe à l'Accord de Coopération Economique, étant entendu que les stipulations du paragraphe 5 de la Section I de cette Annexe, s'appliquent au présent arrangement, Conformément audit paragraphe 5, les déblocages du Compte Spécial seront faits seulement avec l'accord du Gouvernement des Etats-Unis. Les fonds ainsi libérés qui seront ultérieurement reconnus par le Gouvernement des Etats-Unis comme avoir été utilisés contrairement aux termes spécifiques de l'Accord, seront, sur demande écrite, reversés au Compte Spécial par le Gouvernement du Viêt-Nam.

En application de l'article III de l'Accord de Coopération Economique, le Gouvernement du Viêt-Nam fournira toute information concernant l'utilisation des fonds débloqués du Compte Spécial comme le demanderait de temps à autre le Gouvernement des Etats-Unis.

A moins qu'il ne soit convenu autrement entre les deux Parties, les déblocages destinés à l'aide financière directe tels qu'ils sont spécifiés dans la présente lettre, couvriront seulement les engagements postérieurs au 1er Janvier 1955.

4o/- Les autres devises étrangères rendues disponibles par le Gouvernement des Etats-Unis, seront utilisées suivant accord intervenu entre nos deux Gouvernements.

. . .

Ainsi que je l'ai précisé au début de cette lettre, j'ai donné mon accord aux différents points ci-dessus exposés pour permettre la réalisation rapide de l'aide directe supplémentaire.

Votre Excellence conviendra néanmoins avec moi que certaines modalités d'application de l'Accord de Coopération Economique gagneraient à être aménagées compte tenu de l'augmentation du volume de l'aide globale.

J'ai l'honneur d'attirer en particulier l'attention de Votre Excellence sur l'obligation impartie au Gouvernement du Viêt-Nam de reverser au Fonds de Contre-partie la totalité des droits de douane perçus sur les marchandises importées au titre de l'Aide Economique, obligation qui aura pour conséquence de bouleverser complètement l'équilibre du Budget National Viêt-namien pour le présent exercice.

Je me permets en outre de soumettre à votre examen le souhait de mon Gouvernement de voir assouplir certains règlements, notamment les procédures de déblocage, pour permettre au Trésor National de faire face aux échéances impératives des dépenses de nature tout à fait particulier qui devront être couvertes par l'aide supplémentaire.

Je vous prie d'agrérer, Excellence, les assurances de ma haute considération.—

Signé: NGO DINH DIEM

Son Excellence RANDOLPH KIDDER

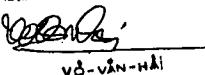
Chargé d'Affaires p. i.

Ambassade des Etats-Unis

d'Amérique

Saigon

POUR COPIE CONFORME:  
Le Chef du Bureau d'Ordre,

Le Chef du Cabinet particulier  
à la Présidence  
  
VO-VAN-HAU



HUYNH NGOC-TAM

*Translation*

STATE OF VIET-NAM

The President

No. 160-PTT/TO

SAIGON, March 7, 1955

EXCELLENCY:

In a note dated February 21, 1955, you were good enough to express the desire of the United States Government to conclude, by an exchange of notes, a basic agreement governing additional direct economic assistance.

I wish to inform you that my Government shares the desire to see such assistance provided soon, and I am happy to notify you of my agreement to the following provisions:

(1) Except as may be otherwise agreed, such additional direct assistance as may be granted by the Government of the United States of America, which forms the subject of this note, will be furnished to the Government of Viet-Nam pursuant to the terms of the Economic Cooperation Agreement between our two Governments signed at Saigon on September 7, 1951, and of the exchange of notes dated December 18, 1951, and January 3, 16, and 19, 1952.

(2) In accordance with the provisions of Article III of the Economic Cooperation Agreement, the Government of Viet-Nam agrees to furnish all such detailed information, including access to pertinent documents, as the Government of the United States may request regarding the operations and functioning of the National Bank of Viet-Nam and the National Foreign Exchange Office.

The Government of Viet-Nam also agrees to consult the American experts, at the request of the Government of the United States, with a view to ascertaining the effectiveness of the measures taken by the National Bank and the National Foreign Exchange Office to prevent any dissipation of Vietnamese public funds, national resources, or foreign exchange, in so far as those funds are derived from United States financial aid.

(3) In addition to the deposits in the special account opened in the National Bank (as successor to the former Interstate Institute of Issue) in accordance with the provisions of Section 1, paragraph 2, of the Annex to the Economic Cooperation Agreement, the Government of Viet-Nam will deposit in that account all piaster proceeds resulting from the direct transfer and conversion of such other foreign exchange as may be made available by the Government of the United States.

The special account and the use of the deposits made therein will continue to be subject to the terms of the Annex to the Economic Cooperation Agreement, it being understood that the provisions of paragraph 5 of Section I of that Annex apply to the present agreement. In accordance with paragraph 5, releases from the special account will be made only with the agreement of the Government of the United States. Funds so released which may later be determined by the Government of the United States to have been used contrary to the specific terms of the agreement

will, upon written request, be redeposited in the special account by the Government of Viet-Nam.

In accordance with Article III of the Economic Cooperation Agreement, the Government of Viet-Nam will provide such information concerning the use of funds released from the special account as may be requested from time to time by the Government of the United States.

Unless otherwise mutually agreed, releases intended for direct financial assistance as specified in this note will cover only obligations incurred after January 1, 1955.

(4) Other foreign exchange made available by the Government of the United States will be used as agreed upon between our two Governments.

As I stated at the beginning of this note, I have agreed to the various points set forth above in order to permit the additional direct assistance to be provided soon.

Nevertheless, Your Excellency will agree with me that certain procedures for the implementation of the Economic Cooperation Agreement could be improved in view of the increase in the amount of the total assistance.

I have the honor to call Your Excellency's attention in particular to the obligation of the Government of Viet-Nam to redeposit in the Counterpart Fund all customs duties collected on merchandise imported under the head of Economic Assistance, an obligation that will throw the National Budget of Viet-Nam completely out of balance for the current fiscal period.

I also take the liberty of submitting to you for consideration my Government's desire to see certain regulations, particularly the release procedures, made more flexible to enable the National Treasury to meet the imperative due dates for expenses of a quite special nature that will have to be covered by the additional assistance.

Accept, Excellency, the assurances of my high consideration.

Signed: **Ngo DINH DIEM**

His Excellency

**RANDOLPH KIDDER,**

*Chargé d'Affaires ad interim,  
Embassy of the United States of America,  
Saigon.*

# VIET-NAM

## Economic Cooperation: Support of Vietnamese Armed Forces

*Post*, p. 2519.

*Agreement effected by exchange of notes  
Signed at Saigon April 22 and 23, 1955;  
Entered into force April 23, 1955.*

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*The American Chargé d'Affaires ad interim to the President of  
Viet-Nam*

AMERICAN EMBASSY,  
Saigon, April 22, 1955.

No. 64

EXCELLENCY:

I have the honor to refer to your note to the American Chargé d'Affaires of March 7, 1955 in which you accepted on behalf of the Government of Viet Nam the understandings set forth in his letter to you of February 21, 1955.

The above-mentioned exchange of notes permits us to proceed with additional United States financial assistance to Viet Nam for the purpose of providing direct support to Vietnamese Armed Forces in accordance with the program outlined in a letter to General Collins from the Minister of Defense dated January 19, 1955.<sup>[1]</sup> In this connection, it is recognized that the Chief of the United States MAAG<sup>[2]</sup> has assumed full responsibility for assisting the Government of Viet Nam in the organization and training of its armed forces.

Assistance by the United States in support of the Vietnamese Armed Forces is contingent upon the provision by the Government of Viet Nam itself of a maximum possible financial contribution to the support of its armed forces, to the extraordinary governmental expenses for refugee resettlement, and to other economic programs during calendar year 1955. A portion of the contribution which Viet Nam can make is expected to be derived from reimbursements under the March 1, 1954, Franco-American agreement for funds

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<sup>1</sup> Not printed.

<sup>2</sup> Military Assistance Advisory Group.

already advanced by the Government of Viet Nam for calendar 1954 military expenditures.

A further portion of the contribution is expected to come from releases to the Vietnamese Government from the counterpart fund of sums equivalent to the amount of customs receipts deposited in the counterpart fund in accordance with terms of section one, paragraph 2A, of the September 7, 1951, annex to the economic cooperation agreement between Viet Nam and the United States. It is anticipated that with these resources the Government of Viet Nam will be able to contribute not less than the piaster equivalent of \$79.8 million for the purposes referred to above.

Subject to agreement by the Government of Viet Nam to the foregoing, including its contribution of at least the piaster equivalent of \$79.8 million for purposes described in the preceding paragraph, and subject to the provisions and requirements of the applicable United States legislation, including the continuing effective implementation of the purposes prescribed by the Mutual Security Act of 1954, the United States agrees to contribute financial resources equivalent to \$223.4 million as necessary to carry out the military program for the calendar year 1955 which our representatives here discussed. Contributions heretofore made to the Government of Viet Nam by the United States to assist in maintaining its armed forces in the calendar year 1955 shall be considered as a part of the total contribution contemplated herein.

Upon receipt of a note from your government indicating that the foregoing provisions are acceptable to the Government of Viet Nam, the Government of the United States will consider that this note and your reply thereto constitute an agreement between the two governments on this subject which shall enter into force on the date of your note in reply.

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

RANDOLPH A. KIDDER  
*Charge d'Affaires, ad interim*

His Excellency

NGO DINH DIEM,

*President of the Government  
of the State of Viet Nam,  
Saigon.*

TIAS 2346.  
2 UST, pt. 2, p.  
2209.

68 Stat. 832.  
22 U. S. C. § 1751  
note.

*The President of Viet-Nam to the American Charge  
d'Affaires ad interim*

ÉTAT DU VIET-NAM

PRÉSIDENCE DU GOUVERNEMENT

N° 131-PTT-TC/M

SAIGON, le 23 Avril 1955  
*Le Président du Gouvernement*

EXCELLENCE,

Par votre lettre n° 64 en date du 22 Avril 1955, vous avez bien voulu me faire connaitre qu'à la suite de notre échange de notes n° 40 du 21 Février 1955 et N° 166-PTT/TC du 7 Mars 1955, il est possible au gouvernement des Etats-Unis d'Amérique de fournir une aide financière supplémentaire au Viet-Nam dans le but d'accorder un soutien direct aux Forces Armées Vietnamiennes.

Vous avez également bien voulu demander mon accord aux conditions ci-après énoncées dans votre lettre:

"L'Aide apportée par les Etats-Unis au soutien des Forces Armées Viêtnamees est conditionnée par la contribution financière aussi grande que possible, que le Gouvernement du Viêtnam apporte au soutien de ses forces armées, aux dépenses extraordinaires pour la réimplantation des réfugiés et aux autres programmes économiques de l'année 1955. Une partie de la contribution que le Viêtnam peut fournir pourrait provenir des remboursements effectués en vertu de l'accord Franco-Américain du 1er Mars 1954 pour les fonds déjà avancés par le Gouvernement du Viêtnam au titre des dépenses militaires de l'année 1954.

Une autre partie de la contribution pourrait provenir des déblocages effectués au profit du Gouvernement Viêtnameen à partir du fonds de contrepartie de sommes équivalentes au montant des recettes de douanes déposées au fonds de contrepartie, conformément aux dispositions de l'article 1, paragraphe 24,[1] de l'annexe à l'accord de coopération économique entre le Viêtnam et les Etats-Unis, en date du 7 Septembre 1951. Il est supposé qu'avec ces ressources, le Gouvernement du Viêtnam sera en mesure de contribuer pour non moins que l'équivalent en piastres de \$ 79.8 millions aux fins précisées ci-dessus.

Sous réserve de l'accord par le Gouvernement du Viêtnam de ce qui précède, compte-tenu de sa contribution pour un montant non moins équivalent en piastres à \$ 79.8 millions, aux fins décrites dans le paragraphe précédent, et sous réserve par ailleurs

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<sup>1</sup> Should read "2A,".

des dispositions de la Loi américaine applicable en cette matière, compte-tenu de l'exécution continue et effective des prescriptions de la Loi de Sécurité Mutuelle de 1954, les Etats-Unis acceptent de contribuer par des ressources financières équivalentes à \$ 223.4 millions, à l'exécution du programme militaire de l'année 1955, ainsi qu'il en avait été envisagé par nos représentants. En conséquence, les contributions antérieures faites au Gouvernement du Viêtnam par les Etats-Unis pour aider à maintenir ses forces armées pendant l'année 1955 seront considérées comme faisant partie de la contribution totale envisagée ci-dessus."

J'ai l'honneur de vous faire connaitre que, au nom du Gouvernement du Viêtnam, je donne mon accord aux conditions et dispositions exposées ci-dessus.

Je vous prie d'agrérer, Excellence, les assurances de ma haute considération.

[SEAL]

NGO DINH DIEM

Ngô-Dinh-Diệm

Son Excellence RANDOLPH KIDDER

*Charge d'affaires p. i.*

*Ambassade des Etats-Unis d'Amérique.*

*Saigon*

*Translation*

STATE OF VIET-NAM

OFFICE OF THE PRESIDENT

No. 131-PTT-TC/M

SAIGON, April 23, 1955

*The President*

**EXCELLENCY:**

In your note No. 64, dated April 22, 1955, you were good enough to inform me that as a result of our exchange of notes No. 40 of February 21, 1955 and No. 166-PTT/TC of March 7, 1955, it is possible for the Government of the United States of America to furnish additional financial assistance to Viet-Nam for the purpose of giving direct support to the Vietnamese Armed Forces.

You also requested my agreement to the following conditions set forth in your note:

[For the English language text of the conditions, see *ante*, p. 2514.]

I have the honor to inform you that, on behalf of the Government of Viet-Nam, I agree to the conditions and provisions set forth above.

Accept, Excellency, the assurances of my high consideration.

[SEAL]

NGO DINH DIEM

Ngo Dinh Diem

His Excellency

RANDOLPH KIDDER,

*Chargé d'Affaires ad interim,*

*Embassy of the United States of America,*

*Saigon.*

# VIET-NAM

## Economic Cooperation: Support of Vietnamese Armed Forces

*Agreement amending paragraph three of the agreement  
of April 22 and 23, 1955.*

*Effectuated by exchange of notes*

*Signed at Saigon June 24 and 25, 1955;*

*Entered into force June 25, 1955.*

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*The American Ambassador to the President of Viet-Nam*

EMBASSY OF THE UNITED STATES OF AMERICA

No. 80

*Saigon, June 24, 1955*

EXCELLENCY:

I have the honor to refer to the agreement presented by your reply No. 131-PTT-TC/M of April 23, 1955, to the Note No. 64 of the American Chargé d'Affaires of April 22, 1955, relating to financial assistance from the United States Government for the support of Vietnamese Armed Forces.

TIAS 3641.  
*Ante*, p. 2514.

In the light of your letter No. 302/PTT-VP of June 23, 1955, [<sup>1</sup>] calling attention to such unforeseen and unavoidable circumstances as the deceleration in the rate of demobilization and the integration of former politico-military groups into the National Army which have resulted in costs greater than had originally been calculated, the United States agrees to amend paragraph three of the agreement cited in paragraph one above by substituting for the figure \$223.4 the figure \$234.8 million.

Upon receipt of a note from your Government accepting the foregoing revision, the United States will consider that this note and your reply thereto constitute an effective amendment of the

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<sup>1</sup> Not printed.

agreement between our two governments on this subject cited in the first paragraph of this letter.

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

For the Ambassador

RANDOLPH KIDDER

His Excellency

**Ngo DINH DIEM,**

*President of the Council of Ministers  
of the State of Vietnam, Saigon.*

*French Version of the Foregoing Note*

TRADUCTION OFFICIEUSE

AMBASSADE DES ETATS-UNIS D'AMERIQUE

No. 80

Saigon, 24 juin, 1955

**EXCELLENCE:**

J'ai l'honneur de me référer à l'accord que représente votre réponse No. 131—PTT-TC/M du 23 avril, 1955, à la Note No. 64 du Chargé d'Affaire Américain en date du 22 avril 1955, concernant l'Aide financière accordée par le Gouvernement des Etats-Unis pour l'entretien des Forces Armées Vietnamiennes.

A la lumière de l'exposé fait dans votre lettre No. 302/PTT-VP du 23 juin 1955, attirant l'attention sur des circonstances imprévues et inévitables telles que le ralentissement de la cadence de démobilisation et l'intégration des anciens groupements politico-militaires dans l'Armée Nationale, qui ont causé des dépenses dépassant les chiffres prévus, le Gouvernement des Etats-Unis accepte de modifier le paragraphe trois de l'accord cité au paragraphe un ci-dessus, en substituant les chiffres de U.S.\$. 234.- 800.000,— aux précédents chiffres de U.S.\$. 223.400.000.—

Dès réception d'une note de votre Gouvernement faisant connaître son acceptation de la modification que l'on vient de citer, le Gouvernement des Etats-Unis considérera que cette note et votre réponse constituent un amendement valide à l'accord entre nos deux Gouvernements concernant cette question.

Je vous prie d'agrérer, Excellence, l'assurance de ma très haute considération.

(signé RANDOLPH KIDDER)

Son Excellence  
NGO DINH DIEM,  
*Président du Conseil des Ministres  
de l'Etat du Vietnam,  
Saigon.*

*The President of Viet-Nam to the American Ambassador*

ÉTAT DU VIÉT-NAM  
PRÉSIDENCE DU GOUVERNEMENT

N° 310-PTT/VP

SAIGON, le 25 Juin 1955

EXCELLENCE,

Par lettre N° 80 du 24 Juin 1955, en réponse à ma lettre N° 302/PTT/VP du 23 Juin 1955, vous avez bien voulu me faire connaître que le Gouvernement des Etats-Unis accepte de porter, à 234.800.000 US\$, sa contribution aux dépenses militaires du Viêtnam pour l'exercice 1955, précédemment fixée à 223.400.000 US\$.

J'ai l'honneur de vous faire connaître que le Gouvernement du Viêtnam accepte la modification ci-dessus indiquée.

D'autre part, le Gouvernement du Viêtnam accepte de considérer votre lettre N° 80 du 24 Juin 1955 précitée et la présente comme constituant un amendement valide à l'accord constitué par la note N° 64 du 22 Avril 1955 du Chargé d'Affaires Américain et ma réponse N° 131-PTT-TC/M du 23 Avril 1955, concernant l'aide financière accordée par le Gouvernement des Etats-Unis pour l'entretien des Forces Armées Viêtnamaises.

Je vous prie d'agrérer, Excellence, les assurances de ma haute considération./-

[SEAL]                    NGO DINH DIEM  
                              Ngô-Dinh-Diệm

Son Excellence G. FREDERICK REINHARDT  
*Ambassadeur des Etats-Unis d'Amérique  
Saigon*

*Translation*

STATE OF VIET-NAM

OFFICE OF THE PRESIDENT

No. 310-PTT/VP

SAIGON, June 25, 1955

EXCELLENCY:

You were good enough to inform me, in note No. 80 of June 24, 1955 in reply to my note No. 302/PTT/VP of June 23, 1955, that the Government of the United States agrees to increase its contribution to the military expenses of Viet-Nam for the fiscal year 1955 to US \$234,800,000, previously fixed at US \$223,400,000.

I have the honor to inform you that the Government of Viet-Nam agrees to this amendment.

Furthermore, the Government of Viet-Nam agrees to consider your aforementioned note No. 80 of June 24, 1955 and this note as constituting a valid amendment of the agreement effected by note No. 64 of the American Chargé d'Affaires, dated April 22, 1955, and my reply thereto, No. 131-PTT-TC/M of April 23, 1955, concerning financial assistance granted by the United States Government for the maintenance of the Vietnamese Armed Forces.

Accept, Excellency, the assurances of my high consideration.

[SEAL]                   NGO DINH DIEM

Ngo Dinh Diem

His Excellency

G. FREDERICK REINHARDT,  
*Ambassador of the United States of America,*  
*Saigon.*

# PERU

## Army Mission to Peru

*Understanding relating to extension of the agreement of June 20, 1949.*

*Effectuated by exchange of notes*

*Signed at Lima July 10 and August 17, 1956;*

*Entered into force August 17, 1956.*

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*The American Chargé d'Affaires ad interim to the Peruvian Minister  
of Justice, in Charge of Ministry of Foreign Affairs*

EMBASSY OF THE UNITED STATES  
OF AMERICA,

*Lima, July 10, 1956.*

Note No. 12

EXCELLENCY:

I have the honor to refer to the Army Mission Agreement of June 20, 1949 between the Government of Peru and the United States of America and to propose that an understanding be formalized through an exchange of notes that this Agreement has been in force during the time that a new Agreement has been under consideration—namely, between June 20, 1953 and the date of signing of the new Agreement.

TIAS 1937.  
63 Stat., pt. 3, p.  
2522.

If Your Excellency's Government concurs in this proposal, it is suggested that a reply to this note serve to formalize the understanding between our two Governments on the subject.

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

CLARE H. TIMBERLAKE  
*Charge d'Affaires, ad interim*

His Excellency

Brigadier General FÉLIX HUAMÁN IZQUIERDO,  
*Minister of Justice, in Charge of  
Ministry of Foreign Affairs of Peru.*

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

MINISTERIO DE RELACIONES EXTERIORES

NUMERO (D): 6-Y/6

LIMA, 17 de agosto de 1956

SEÑOR EMBAJADOR:

Tengo el honor de referirme a la atenta nota de esa Embajada número 12, de fecha 10 de julio último, en la que propone llegar a un entendimiento, mediante un cambio de notas, para establecer que el Acuerdo de Misión Militar entre el Gobierno del Perú y el Gobierno de los Estados Unidos de América, que expiró el 20 de junio de 1953, estará en vigencia hasta la fecha en que se firme el nuevo Acuerdo.

Al respecto, me es grato manifestar a Vuestra Excelencia, que mi Gobierno no tiene inconveniente alguno para formalizar dicho entendimiento, debiéndose estimar la presente como respuesta afirmativa a la nota en referencia.

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

MANUEL CISNEROS S

Al Excelentísimo señor THEODORE C. ACHILLES,

*Embajador Extraordinario y Plenipotenciario de los  
Estados Unidos de América.*

*Ciudad.-*

*Translation*

MINISTRY OF FOREIGN AFFAIRS

NUMBER (D) : 6-Y/6

LIMA, August 17, 1956

MR. AMBASSADOR:

I have the honor to refer to your Embassy's courteous note No. 12, dated July 10 last, in which you propose reaching an understanding, through an exchange of notes, for establishing that the Military Mission Agreement between the Government of Peru and the Government of the United States of America, which expired on June 20, 1953, shall be in force until the date on which the new Agreement is signed.

With regard to this, I am pleased to state to Your Excellency that my Government has no objection whatever to entering into the said understanding, the present communication to be considered as an affirmative reply to the note in reference.

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

MANUEL CISNEROS S

His Excellency

THEODORE C. ACHILLES,  
*Ambassador Extraordinary and Plenipotentiary  
of the United States of America,  
City.*

# MULTILATERAL

## Disposition of Rights in Atomic Energy Inventions

*Agreement signed at Washington September 24, 1956;  
Entered into force September 24, 1956.*

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### AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA, THE GOVERNMENT OF CANADA, AND THE GOVERNMENT OF THE UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND AS TO DISPOSITION OF RIGHTS IN ATOMIC ENERGY INVENTIONS

The Government of the United States of America, the Government of Canada, and the Government of the United Kingdom of Great Britain and Northern Ireland;

Recognizing that the rights, title and interests in certain inventions and discoveries (known as Combined Policy Committee inventions) resulting from wartime cooperation of the Governments of the United States, Canada, and the United Kingdom are held in a fiduciary capacity at present; and

Believing (1) that it is desirable at this time to make the final disposition of the rights, title and interests in those inventions and discoveries, and (2) that mutual benefit will result from the interchange of rights, title and interests in existing inventions and discoveries in the field of and related to atomic energy which are the subject of patents or patent applications by one Government in the country of one or both of the other Governments;

Have agreed as follows:

#### ARTICLE I

The term "Government" or "Governments" in this Agreement shall be deemed to include:

1. In the case of the United States, the United States Atomic Energy Commission;
2. In the case of the United Kingdom, the United Kingdom Atomic Energy Authority;
3. In the case of Canada, the Atomic Energy Control Board, Atomic Energy of Canada Limited, Eldorado Mining and

Refining Limited, National Research Council, and the Department of Mines and Technical Surveys.

#### ARTICLE II

It is desirable to make final and ultimate disposition of the rights, title and interests in the Combined Policy Committee inventions, thereby terminating the fiduciary provision heretofore applying. To that end, the Government or Governments employing the inventor or inventors shall own the entire rights, title and interests in any such Combined Policy Committee invention which is the subject of a patent or patent application in one or more of the three countries.

#### ARTICLE III

In addition, it is desirable and to the mutual benefit to exchange certain rights, title and interests in all inventions or discoveries in the field of atomic energy which are the subject of patents or patent applications by one Government in the country or countries of either one or both of the other two Governments as of November 15, 1955.

#### ARTICLE IV

With respect to any invention or discovery within the scope of Articles II and III, each Government, within the limits of its ownership as of November 15, 1955:

1. Shall transfer and assign to the other Government or Governments such rights, title and interests as the assigning and transferring Government may own in the other's country, subject to the retention by the assigning and transferring Government of a non-exclusive, irrevocable, paid-up license to make, use and have made or used such invention or discovery by or for the assigning and transferring Government or for purposes of mutual defense.
2. Shall accord the right to a non-exclusive, irrevocable, paid-up license to the other Governments to make, use, and have made or used such invention or discovery by or for such other Government or Governments or for purposes of mutual defense in all countries.
3. Shall not discriminate against nationals of the other Government or Governments in the grant of licenses in any patents or patent applications owned by each Government or in which each Government acquires ownership or rights under this Agreement, but shall accord licenses to nationals of the other Government or Governments on the same or as favor-

able terms as it accords licenses to its own nationals (including its Government owned or controlled corporations when such corporations practice the invention or discovery in the performance of services for a party other than the licensing Government).

4. Shall waive any and all claims against the other Government or Governments for compensation, royalty or award as respects any invention or discovery within the scope of Articles II and III, and release the other Government or Governments with respect to any claim on any such invention or discovery.

#### ARTICLE V

This Agreement shall come into force on the date of signature.

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

DONE at Washington this twenty-fourth day of September, 1956, in three original texts.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA:

C. BURKE ELBRICK  
LEWIS L STRAUSS

FOR THE GOVERNMENT OF CANADA:

A. D. P. HEENEY.

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

ROGER MAKINS

# PERU

## Surplus Agricultural Commodities: Drought Relief Assistance

*Agreement effected by exchange of notes  
Signed at Lima April 17, May 4 and 8, 1956;  
Entered into force May 8, 1956.*

*The Peruvian Minister for Foreign Affairs to the American Ambassador*

MINISTERIO DE RELACIONES EXTERIORES

NUMERO (D): 6-3/20

LIMA, 17 de abril de 1956.

### SEÑOR EMBAJADOR:

Tengo a honra dirigirme a Vuestra Excelencia para comunicarle que en oficio nº 88 de fecha 15 de los corrientes, el señor Ministro de Agricultura expresa la necesidad de que por conducto de mi Despacho se interese al Gobierno de Vuestra Excelencia en colaborar con las autoridades nacionales en proporcionar alivio para los graves problemas surgidos a consecuencia de la sequía que ha afectado seriamente a los Departamentos de Puno y Cuzco, particularmente al primero.

Señala el señor Ministro de Agricultura que las necesidades de alimentos para el período de los doce meses próximos son los siguientes:

Papas . . . . .	220,000	TM
Trigo . . . . .	17,000	"
Maíz . . . . .	19,000	"
Cebada . . . . .	20,000	"
Leche . . . . .	18,000	"
Forrajes . . . . .	22'000,000	" ; y

confía en que puedan ser proporcionados al Perú por el Gobierno de los Estados Unidos de acuerdo con la Ley Pública N° 480 que se refiere a la venta de excedentes agrícolas en términos especiales,

agregando el señor Ministro de Agricultura que las sumas que se recaudarían, progresivamente, por la venta de esos alimentos podrían ser prestadas al Perú para la realización de diversas obras de fomento en la zona andina y muy especialmente en Puno, y para atender otros problemas vinculados a la agricultura y a la ganadería, de solución posterior, tales como dotar a los agricultores con semillas, con equipos macánicos para la labranza de sus tierras, con bombas para el aprovechamiento de aguas subterráneas, etc.

Vuestra Excelencia sin duda conoce a cerca de la angustiosa situación en que se halla la población de Puno—uno de los Departamentos de mayor número de habitantes del Perú—expuesta a sufrir una inminente hambruna producida por una sequía como jamás se había registrado anteriormente y que, en verdad, reviste caracteres de calamidad nacional.

En efecto, además del daño material ocasionado a la agricultura y a la ganadería de una región principalmente agrícola y ganadera, es menester tener presente las múltiples derivaciones—por ejemplo, la desocupación de la masa campesina—y las serias repercusiones que la crisis ha de traer en el campo social y que el Gobierno a toda costa desea evitar.

Confío en que mi Gobierno tendrá en Vuestra Excelencia un amistoso intérprete ante el Gobierno de los Estados Unidos acerca de la gravedad de la situación planteada por la sequía y de la apremiante necesidad de resolver, con la cooperación de esa hermana República, los diversos y difíciles problemas que ha creado.

Aprovecho esta nueva oportunidad para reiterarle, señor Embajador, las seguridades de mi más alta y distinguida consideración.

L E LLOSA  
Contralmirante Luis Edgardo Llosa G. P.  
*Ministro de Relaciones Exteriores*

Al Excelentísimo señor ELLIS O. BRIGGS,  
*Embajador Extraordinario y Plenipotenciario  
de los Estados Unidos de América.*

*Ciudad.-*

*Translation*

MINISTRY OF FOREIGN AFFAIRS

NUMBER (D): 6-3/20

LIMA, April 17, 1956.

MR. AMBASSADOR:

I have the honor to inform Your Excellency that in communication No. 88 of April 15 [<sup>1</sup>] the Minister of Agriculture urges my Ministry to enlist the cooperation of Your Excellency's Government with our national authorities in alleviating the grave problems that have arisen as a result of the drought that has seriously affected the Departments of Puno and Cuzco, particularly Puno.

The Minister of Agriculture states that the food requirements for the next two months are as follows:

Potatoes . . . . .	220, 000	Metric Tons
Wheat . . . . .	17, 000	" "
Corn . . . . .	19, 000	" "
Barley . . . . .	20, 000	" "
Milk . . . . .	18, 000	" "
Forage . . . . .	22, 000, 000	" "

and expresses the hope that they may be furnished to Peru by the Government of the United States under Public Law No. 480 concerning the sale of surplus agricultural commodities on special terms.

<sup>68 Stat. 454.  
7 U.S.C. § 1691 note.</sup>

The Minister of Agriculture adds that the amounts collected as these commodities are sold might be lent to Peru for carrying out various development projects in the Andean region, especially in Puno, and to deal with other problems of agriculture and stock raising, to be solved later, such as giving farmers seeds, machinery to work their land, pumps for utilizing underground water resources, etc.

Your Excellency is, of course, aware of the desperate situation of the people of Puno (one of the Departments in Peru with the largest population), who are in danger of imminent famine because of this unprecedented drought, which actually is in the nature of a national calamity.

We must remember, in addition to the material damage that has been caused to the agriculture and animal husbandry of a chiefly farming and livestock area, the many secondary effects, for example, the unemployment of the rural masses, and the serious social repercussions the crisis is bound to have, which the Government desires to prevent at all costs.

<sup>1</sup> Not printed.

I am confident that my Government will have in Your Excellency a sympathetic interpreter, before the United States Government, of the gravity of the situation produced by the drought and of the urgent necessity of solving, with the cooperation of your friendly nation, the various and difficult problems it has created.

I avail myself once more of the opportunity to renew to you, Mr. Ambassador, the assurances of my highest and most distinguished consideration.

L E LLOSA  
Rear Admiral Luis Edgardo Llosa  
*Minister for Foreign Affairs*

His Excellency

ELLIS O. BRIGGS,

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

*The American Ambassador to the Peruvian Minister for  
Foreign Affairs*

EMBASSY OF THE UNITED STATES  
OF AMERICA,

No. 486

Lima, May 4, 1956.

**EXCELLENCE.**

I have the honor to refer to Your Excellency's note of April 17, 1956 referring to the drought which is seriously affecting the Departments of Puno and Cuzco. Your Excellency inquired whether the United States could be of assistance in this connection and specifically whether needed food supplies could be made available under the provisions of Public Law No. 480.

My Government has been deeply distressed to learn of the emergency which has developed as a result of the unprecedented drought in Southern Peru. Officials of my Government in Lima have, as you are aware, been in close contact with the appropriate officials of the Peruvian Government and have already collaborated with them in the drafting of plans, which the Embassy in turn has had under discussion with the Departments of State and Agriculture in Washington. It is accordingly with profound satisfaction that I am now able to inform Your Excellency that the Govern-

ment of the United States, desirous of being of all possible assistance to Your Excellency's Government and to the people of Peru has developed a program, the principal features of which are as follows:

1. The Government of the United States is prepared to make available for shipment at the earliest possible date as a grant (contribution) under Title II of Public Law No. 480 up to 45,000 long tons of grain (tentatively considered to be 10,000 tons of barley, 10,000 tons of yellow corn, and 25,000 tons of wheat and/or wheat flour), and 2,000 long tons of non-fat dried milk solids, with the understanding

2. That the Government of Peru is prepared to purchase on a loan basis under favorable terms, under Title I of Public Law No. 480, 90,000 additional tons of grain (tentatively considered to be 20,000 tons of barley, 20,000 tons of corn and 50,000 tons of wheat).

With respect to the Title II commodities (the grant referred to in paragraph 1 above) those will be furnished FOB United States port of embarkation, ocean freight and other charges subsequent to embarkation to be for the account of Peru. It would also be understood that those commodities will be for use only for drought relief purposes with distribution to be made on a grant basis or in payment for work performed on relief projects approved jointly by the Government of Peru and the United States Operations Mission to Peru, or through sale. Since considerable unemployment will undoubtedly occur in the affected area, it is also understood that the Government of Peru will utilize funds from the sale of relief supplies to finance public works projects which will be of permanent benefit to the area and which will provide employment for the inhabitants who, in turn, should be able through salaries and wages to purchase necessary food.

My Government would wish it to be further understood that at least half of the liner and at least half of the tramp tonnage used for shipment of the commodities moving under Title II (that is the commodities supplied on a grant basis) will be transported in United States flag vessels, unless the International Cooperation Administration finds that such vessels are not available.

Upon acceptance of the above proposals the International Cooperation Administration will arrange for the earliest possible shipment of the commodities under Title II. It is hoped that the first shipments can arrive in June.

The United States Government would likewise appreciate receiving information regarding the intended sales prices of com-

modities supplied under Title II and whether the tentative commodities breakdown under both Title I and Title II is satisfactory to Your Excellency's Government, having in mind the 40,000 tons provided for in the pending Public Law 480 agreement, now about to be signed.<sup>[1]</sup>

If Your Excellency will kindly inform me whether the foregoing proposal is satisfactory to your Government, we can then proceed with the negotiation of the loan agreement under Title I of Public Law No. 480 (referred to in paragraph 2 above), and complete other necessary details which can be handled expeditiously by the pertinent officials of our respective Governments.

In all of the foregoing it is the sincere desire of my Government to be of the greatest possible service to Your Excellency's Government in meeting the situation which has developed in the drought area and in alleviating the difficulties facing the people. I am confident that Your Excellency will consider the proposals contained herein in the spirit of warm and sincere friendship which animates the United States Government.

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

ELLIS O. BRIGGS

His Excellency

LUIS E. LLOSA G. P.,

*Minister for Foreign Affairs of Peru.*

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*The Peruvian Minister for Foreign Affairs to the American Ambassador*

MINISTERIO DE RELACIONES EXTERIORES

NUMERO (D):-6-3/30

LIMA, 8 de mayo de 1956.

SEÑOR EMBAJADOR:

Tengo a honra avisar recibo de la muy atenta nota número 486, de fecha 4 de los corrientes, en la que Vuestra Excelencia me expresa el hondo pesar del Gobierno de los Estados Unidos, y el suyo propio ante la crisis producida por la sequía sin precedentes que ha afectado la Región del Sur de la República.

En la misma nota Vuestra Excelencia tiene a bien exponer el programa que, dentro de un espíritu de generosa colaboración, ha elaborado el Gobierno de los Estados Unidos.

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<sup>1</sup> Signed at Lima May 7, 1956. TIAS 3569.

Al expresar a Vuestra Excelencia, y por su digno conducto, al Gobierno norteamericano, los sentimientos del Gobierno y pueblo peruanos por tan noble gesto, me complazco en aprobar la propuesta de Vuestra Excelencia sobre el programa para el suministro de víveres a las regiones afectadas, pudiendo en consecuencia adelantar las gestiones relativas al convenio del préstamo bajo el título I de la Ley Pública 480.

Al mismo tiempo, mi Despacho desea saber si el Gobierno de los Estados Unidos estaría dispuesto a aceptar un régimen de mayor flexibilidad para el transporte de los productos bajo el título II de la Ley Pública 480 que el indicado en la nota de Vuestra Excelencia; y asimismo se permite sugerir la consideración por parte de las autoridades norteamericanas de otorgar el subsidio sobre transporte en barcos de bandera norteamericana como se realiza actualmente con los productos enviados al Perú de acuerdo con el Convenio de 7 de febrero de 1955 y sus Enmiendas.

Para poder informar a Vuestra Excelencia sobre los precios de venta que se fijarían para los artículos suministrados bajo el título II, será necesario conocer previamente los precios a que el Gobierno norteamericano vendería los productos alimenticios que se adquirieran bajo el Título I.

En cuanto a la distribución de los productos que serían movilizados bajo el Título I y II de la Ley varias veces citada, se estima que podría sujetarse a las cifras siguientes:

**TITULO II**

Trigo . . . . .	20,000	toneladas
Harina integral de trigo . . . . .	3,000	"
Maiz . . . . .	10,000	"
Cebada . . . . .	12,000	"
Leche seca . . . . .	2,000	"
<hr/>		
Total:	47,000	Tons.

**TITULO I**

Trigo . . . . .	20,000	toneladas
Maiz . . . . .	30,000	"
Cebada . . . . .	40,000	"
<hr/>		
Total:	90,000 tons.	

Para embarque inmediato, bajo el Título II, sería aconsejable el envío de un mil toneladas (1,000 Tons) de harina integral de trigo, doscientas cincuenta toneladas (250 Tons) de leche seca, tres mil toneladas (3,000 Tons) de maíz, y cuatro mil toneladas (4,000 Tons) de cebada, con un total de ocho mil doscientas cincuenta toneladas (8,250 Tons).

Al dar respuesta a Vuestra Excelencia sobre su gentil comunicación, me es particularmente grato reiterarle los sentimientos de mi más alta y distinguida consideración y personal estima.

L E LLOSA

Contralmirante Luis Edgardo Llosa G. P.

*Ministro de Relaciones Exteriores*

Al Excelentísimo señor ELLIS O. BRIGGS;  
*Embajador Extraordinario y Plenipotenciario  
de los Estados Unidos de América.  
Ciudad.*

*Translation*

MINISTRY OF FOREIGN AFFAIRS

NUMBER (D): 6-3/30

LIMA, May 8, 1956.

MR. AMBASSADOR:

I have the honor to acknowledge the receipt of Your Excellency's courteous note No. 486, dated May 4, expressing the sincere regret of the Government of the United States, as well as your own, over the crisis produced by the unprecedented drought that has affected the southern part of the Republic.

In the same note Your Excellency outlines the program that the Government of the United States has prepared in a spirit of generous cooperation.

In expressing to Your Excellency, and through you to the United States Government, the thanks of the Peruvian Government and people for such a noble gesture, I take pleasure in approving Your Excellency's proposal regarding the program for supplying food to the areas affected and can, therefore, proceed with the arrangements for the loan agreement under Title I of Public Law No. 480.

At the same time, my Ministry desires to know whether the Government of the United States would be prepared to accept a more flexible schedule for the transportation of the commodities under Title II of Public Law 480 than the one contained in Your Excellency's note. It also takes the liberty of suggesting that the American authorities consider granting a subsidy on transportation in American vessels, as is now being done with the commodities shipped to Peru under the Agreement of February 7, 1955, as amended.

TIAS 3190.  
6 UST 363.

In order to inform Your Excellency of the sale prices that would be fixed for the commodities supplied under Title II, it will be necessary to know in advance the prices at which the American Government would sell the foodstuffs to be acquired under Title I.

It is thought that the commodities supplied under Titles I and II of the above-mentioned law could be distributed as follows:

**TITLE II**

Wheat . . . . .	20,000 tons
Whole wheat flour . . . . .	3,000 "
Corn . . . . .	10,000 "
Barley . . . . .	12,000 "
Dried milk . . . . .	2,000 "
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Total . . . . .	47,000 tons

**TITLE I**

Wheat . . . . .	20,000 tons
Corn . . . . .	30,000 "
Barley . . . . .	40,000 "
<hr/>	
Total . . . . .	90,000 tons.

Under Title II it would be desirable to ship immediately one thousand tons (1,000 tons) of whole wheat flour; two hundred and fifty tons (250 tons) of dried milk; three thousand tons (3,000 tons) of corn; and four thousand tons (4,000 tons) of barley, making a total of eight thousand two hundred and fifty tons (8,250 tons).

In replying to Your Excellency's courteous communication, I take particular pleasure in renewing to you the assurances of my highest and most distinguished consideration and personal esteem.

L E LLOSA

Rear Admiral Luis Edgardo Llosa  
*Minister for Foreign Affairs*

His Excellency

ELLIS O. BRIGGS,

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

# PHILIPPINES

## Recruitment of Filipino Laborers and Employees

*Agreement effected by exchange of notes  
Signed at Manila May 13 and 16, 1947;  
Entered into force May 16, 1947.*

*The American Chargé d'Affaires ad interim to the Philippine Acting  
Secretary of Foreign Affairs*

EMBASSY OF THE UNITED STATES OF AMERICA,  
*May 13, 1947.*

EXCELLENCY:

I have the honor to refer to my notes of February 21 and March 14, 1947 [¹] requesting the approval of the Philippine Government for the recruitment of Philippine labor for assistance in repatriation of World War II dead and for duty with the Guam Air Material Area at Guam and the approval of the Philippine Government appearing in Your Excellency's note of April 8, 1947 [¹] enclosing a copy of a communication dated March 21 signed by the Secretary of Labor concerning the additional provision of food, lodging and laundry. Reference is also made to Your Excellency's letter to Colonel J. W. Boone GSC PHILRYCOM dated March 22, 1947 [¹] regarding the recruitment of Manuel Marquez and others as laborers on Okinawa.

The Commanding General PHILRYCOM has now requested this Embassy to present for the approval of the Philippine Government a coordinated proposal for the compensation of all Filipino laborers recruited within the Philippines which will apply in the case of labor recruited for service with the Army Graves Registration Service as well as other Filipino laborers employed by the United States Army for duty outside the Philippines.

The United States Army now foresees a need for about 8,000 Filipino laborers to be employed directly by the United States outside the Philippines including the Mariananas-Bonins, Okinawa and elsewhere in the Pacific.

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<sup>1</sup> Not printed.

Insofar as Filipino employees who are hired directly by the United States Government at any place outside of the Philippines are concerned, the United States Army will in all cases agree to the payment of an increase in the current Philippine wages of 15 centavos per hour in lieu of free quarters and subsistence suggested by Your Excellency's Government, plus a 25% overseas differential, and then charge all employees for quarters and subsistence as furnished. The charges for quarters and subsistence will be as follows:

- (a) Quarters—P2.00 per month.
- (b) Subsistence—90 centavos per day for the Philippine Scout Ration, or P1.50 per day for the regular U.S. Army Ration, whichever is furnished.

In addition to the above, the following benefits affecting Filipino personnel employed directly by the Army are offered:

- (a) Free laundry facilities.
- (b) Free medical services and dental care of an emergency nature while outside the Philippines.
- (c) Guaranteed transportation to and from point of hire regardless of the reason for separation from duty.
- (d) Pay while in a travel status not to exceed 40 hours a week, except while in a return travel status after having been removed for cause or for quitting the job.
- (e) Treatment and compensation for service connected injuries and death by the United States Federal Security Agency, Bureau of Employees' Compensation for Government employees.
- (f) Overtime payment at 1½ times the basic rate for work in excess of the regular 40-hour weekly tour of duty performed by all employees. Laborers and mechanics will also be paid 1½ times the basic rate for work performed in excess of 8 hours per day. In the latter case, any work in excess of 8 hours per day for which overtime compensation is paid will not count towards completion of the 40-hour week required for payment of overtime on a weekly basis.
- (g) Pay for absence on U.S. holidays, which are the only holidays celebrated on Guam. If work is performed on those holidays, holiday payment will be made at the rate of time and one-half of basic compensation.

It is desired to apply the above procedure to all operations carried on by the United States Army wherever they may be needed

under the jurisdiction of the Commander-in-Chief, Far East Command.

Upon approval of this over-all policy by the Philippine Government, authority is requested to recruit Filipino employees as are necessary for duty outside the Philippines, and then process and ship such employee to the desired areas without further contact with Philippine authorities, except to submit the names, addresses and next of kin of such employees subsequent to shipment, to the Philippine Government. Approval of this procedure is requested in order to avoid delays subsequent to processing caused by the submission of rosters for approval before shipment.

Information is requested as to what documents each individual must possess prior to departure in order to comply with the requirements of Your Excellency's Government.

In addition to the 8,000 employees mentioned above, it is understood that arrangements with the Philippine Government have already been completed for the recruitment of 6,000 employees by Morrison Knudsen Company, Inc. and Peter Kiewit Sons, Inc., Contractors under the jurisdiction of the District Engineer, which includes the payment of basic Philippine rates, plus free quarters and subsistence, and upon satisfactory fulfillment of the contract, grants a bonus of 25% on the base rate of pay.

Contractors' employees receive the same benefits specified for Army employees except they receive treatment and compensation for service connected injuries and death in accordance with the Defense Base Extension of the Longshoremen's and Harbor Workers' Compensation Act for contractors' employees. These wages and benefits offered by contractors have been approved by the Commanding General, PHILRYCOM.

By note of April 11, [1] the Embassy had the honor to request the waiver of the posting of a bond to guarantee the return of employees hired for work under the Brown-Pacific-Maxon's Contract No. 13931 with the Bureau of Yards and Docks. No answer has been received to this communication. However, since the terms of recruitment and the guarantee of return to the Philippines applies to all labor recruited in the Philippines either by the Army or Navy or by contractors under the jurisdiction of the Army or Navy, it is again requested that the Philippine Government grant a waiver to the posting of a bond for such return.

The Embassy is in complete sympathy with the desires of the Army and Navy with regard to this recruitment program and

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<sup>1</sup> Not printed.

concurs in requesting the approval of the Philippine Government for the above-mentioned program.

It is respectfully requested that the Embassy be informed of the decision of Your Excellency's Government as soon as possible inasmuch as there is urgent need for the inception of this recruitment program.

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

NATHANIEL P. DAVIS  
*Charge d'Affaires ad interim*

His Excellency

BERNABE AFRICA,

*Acting Secretary of Foreign Affairs for the  
Republic of the Philippines.*

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*The Philippine Acting Secretary of Foreign Affairs to the American  
Charge d'Affaires ad interim*

IN REPLY REFER TO  
FILE NO. 054.1

REPUBLIC OF THE PHILIPPINES  
DEPARTMENT OF FOREIGN AFFAIRS

MANILA, May 16, 1947

SIR:

I have the honor to acknowledge the receipt of your note of May 13, 1947 relating to the recruitment of Filipino laborers and employees by the United States Army, and the conditions under which they will be employed by the army.

I wish to inform you that the Philippine Government approves the plan and conditions outlined in your note under acknowledgment and authority is hereby granted to the United States Army to recruit Filipino laborers and employees and to ship them to the desired areas without documentation and prior consultation with the Philippine Government. However, a list in duplicate of such Filipino laborers and employees should be submitted to this Department containing the following data: full name of

laborer or employee, date and place of his birth, his address in the Philippines, nearest kin and his address.

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

BERNABE AFRICA

Bernabe Africa

*Acting Secretary of Foreign Affairs*

The Honorable NATHANIEL P. DAVIS

*Minister-Counselor and*

*Charge d'Affaires ad interim of the  
United States*



# FRANCE

## Weather Stations: Cooperative Program on Guadeloupe Island

*Agreement effected by exchange of notes  
Signed at Paris March 23, 1956;  
Entered into force June 18, 1956.*

*The American Chargé d'Affaires ad interim to the French Minister  
for Foreign Affairs*

THE FOREIGN SERVICE  
OF THE  
UNITED STATES OF AMERICA

AMERICAN EMBASSY  
*Paris, March 23, 1956*

No. 325

EXCELLENCY:

I have the honor to refer to conversations which have taken place between representatives of the Government of the United States of America and representatives of the Government of France regarding the desirability of establishing a cooperative program for the establishment and operation of a rawinsonde observation station on the island of Guadeloupe in the French West Indies.

The purpose of such a program is to provide essential meteorological information for research into the origin, development, structure, and movement of hurricanes and for the preparation of hurricane warnings. The ultimate object is to achieve greater accuracy and timeliness in forecasts of hurricanes and in warnings of accompanying destructive winds, tides and floods.

In view of the mutual benefit to our countries which is likely to result, the Government of the United States of America desires to invite the Government of France to participate in a cooperative meteorological observation program, in accordance with the following principles:

1. *Cooperating Agencies.* The cooperating agencies shall be
  - (1) for the Government of the United States of America,

the Weather Bureau, Department of Commerce, hereinafter referred to as the United States Cooperating Agency and

(2) for the Government of France, the Météorologie Nationale of France, hereinafter referred to as the French Cooperating Agency.

2. *General Purposes.* The general purposes of the present agreement shall be as follows:

(a) To provide for the establishment, operation and maintenance of a rawinsonde station at or in the vicinity of Pointe-à-Pitre-Raizet, Guadeloupe, the exact location to be selected by mutual arrangement between the two Cooperating Agencies, for securing reports of regularly scheduled and special rawinsonde observations; and

(b) To provide for the daily exchange of rawinsonde observation reports between the two Cooperating Agencies for the use of the respective countries, in addition to other exchanges previously established.

3. *Title to Property.* For the duration of the project title to all property purchased with funds supplied by the United States Cooperating Agency shall remain vested in that Agency, and title to all property supplied by the French Cooperating Agency shall remain vested in that Agency.

4. *Expenditures.* All expenditures incurred by the United States Cooperating Agency shall be paid directly by the Government of the United States of America, and all expenditures incident to the obligations assumed by the French Cooperating Agency shall be paid directly by the Government of France.

5. *Duty-free entry of equipment and supplies.* All equipment and supplies shipped from the United States of America for use in the cooperative program shall be admitted into Guadeloupe duty free.

6. *Term.* The agreement shall remain in effect through June 30, 1959, and may be continued in force for additional periods by written agreement to that effect by the two Governments, but either Government may terminate the present agreement by giving to the other Government notice in writing sixty days in advance. Participation on the part of either Government in the project contemplated by the present agreement shall be subject to the availability of funds appropriated by the legislative bodies of the respective Governments.

If the above principles meet with the approval of the Government of France, I should appreciate receiving Your Excellency's reply to that effect as soon as possible in order that the technical details may be arranged by officials of the two Cooperating Agencies.

I suggest that this note and your reply thereto accepting the aforementioned principles be considered as constituting an agreement between our two Governments concerning this matter, such agreement to enter into effect [ ] on the date when representatives of the two Cooperating Agencies of our Governments sign the Memorandum of Arrangement embodying the aforementioned technical details. It is understood, however, that the Memorandum of Arrangement may be amended at any time by concurrence of the two Cooperating Agencies.

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

THEODORE C. ACHILLES  
*Charge d'Affaires ad interim*

His Excellency

CHRISTIAN PINEAU,  
Minister for Foreign Affairs,  
Paris.

*The French Director of Administrative and Social Affairs to the American Chargé d'Affaires ad interim*

LLB/RF

LIBERTÉ · ÉGALITÉ · FRATERNITÉ

MINISTÈRE  
DES

RÉPUBLIQUE FRANCAISE

AFFAIRES ÉTRANGÈRES

PARIS, le 23 mars 1956

DIRECTION DES AFFAIRES  
ADMINISTRATIVES & SOCIALES

*Unions Internationales*

MONSIEUR LE CHARGÉ D'AFFAIRES,

Par lettre en date du 23 mars 1956, vous avez bien voulu me faire savoir que le Gouvernement Américain avait l'intention de procéder à une extension de son programme de radiosondage/radiovent en vue d'étudier l'origine, la formation et le développement des cyclones dans la région des Antilles.

Le Gouvernement Américain souhaiterait, à cet effet, conclure avec le Gouvernement Français, un arrangement conçu dans les termes suivants :

"En considération des avantages mutuels qui devraient en

<sup>1</sup> June 18, 1956.

résulter pour leurs deux pays, les Gouvernements Français et Américain décident d'élaborer un programme commun d'observations météorologiques sur les bases suivantes:

1°/ Les Services chargés de mettre en application ce programme seront, pour le Gouvernement des Etats-Unis, le Weather Bureau et pour le Gouvernement Français, la Météorologie Nationale.

2°/ Les objectifs généraux du présent accord seront:

a) l'installation d'une station de radiosondage/radiovent à POINTE-à-PITRE-RAIZET, en un lieu qui sera précisé d'un commun accord par le Weather Bureau et la Météorologie Nationale;

b) l'échange quotidien entre ces deux organismes des renseignements recueillis par la Station, à l'usage de leurs Gouvernements respectifs.

3°/ Tous les biens acquis au moyen de fonds fournis par le Weather Bureau resteront sa propriété pendant la durée de l'exploitation. De même la Météorologie Nationale conservera la propriété des acquisitions qu'elle aura faites de ses deniers pendant la même période.

4°/ Toutes les dépenses engagées par le Weather Bureau seront acquittées directement par le Gouvernement des Etats-Unis et toutes les dépenses résultant des obligations assumées par la Météorologie Nationale seront acquittées directement par le Gouvernement Français.

5°/ Les équipements et approvisionnements importés des Etats-Unis pour la mise en application du programme seront admis en franchise sur le territoire de la Guadeloupe.

6°/ L'accord demeurera en vigueur jusqu'au 30/6/1959 et pourra être prorogé pour des périodes supplémentaires par un échange de lettres entre les deux Gouvernements; mais chacun de ceux-ci pourra y mettre fin par préavis écrit, 60 jours avant la date précitée. La participation financière des deux Gouvernements au projet envisagé sera subordonnée à la mise à leur disposition des crédits nécessaires, par leurs Assemblées législatives respectives."

J'ai l'honneur de vous faire savoir que les dispositions de cet arrangement rencontrent l'agrément du Gouvernement Français./.

Je saisiss cette occasion pour vous renouveler les assurances de ma très haute considération.

PHILIPPE MONOD

[SEAL]

Monsieur THÉODORE C. ACHILLES

*Charge d'Affaires des Etats-Unis*

*2, avenue Gabriel*

*Paris VIII<sup>e</sup>*

*Translation*

LLB/RF

MINISTRY  
OF  
FOREIGN AFFAIRSLIBERTY · EQUALITY · FRATERNITY  
FRENCH REPUBLICOFFICE OF THE DIRECTOR OF  
ADMINISTRATIVE AND SOCIAL AFFAIRS

PARIS, March 23, 1956

*International Unions***MR. CHARGÉ D'AFFAIRES:**

In a note dated March 23, 1956, you were good enough to inform me that the American Government intends to expand its rawinsonde program with a view to studying the origin, formation, and development of cyclones in the West Indies area.

To that end the American Government would like to conclude with the French Government an agreement worded as follows:

"In view of the mutual benefit to their countries that should result therefrom, the French and American Governments have decided to prepare a joint meteorological observation program on the following bases:

"1. The agencies charged with implementing this program shall be, for the Government of the United States, the Weather Bureau, and for the French Government, *Météorologie Nationale*.

"2. The general purposes of the present agreement shall be as follows:

"(a) The installation of a rawinsonde station at Pointe-à-Pitre-Raizet, the exact location to be determined by agreement between the Weather Bureau and *Météorologie Nationale*;

"(b) The daily exchange between these two agencies of information gathered by the Station for the use of their respective Governments.

"3. For the duration of the project, the Weather Bureau shall retain title to all property purchased with funds supplied by the Bureau. Likewise, *Météorologie Nationale* shall retain ownership of purchases made with its funds during the same period.

"4. All expenses incurred by the Weather Bureau shall be paid directly by the Government of the United States, and all expenses incident to the obligations assumed by *Météorologie Nationale* shall be paid directly by the French Government.

"5. Equipment and supplies imported from the United States for the implementation of the program shall be admitted into Guadeloupe duty-free.

"6. The agreement shall remain in effect until June 30, 1959 and may be extended for additional periods by an exchange of notes between the two Governments; but either Government may terminate it by written notice given 60 days before the aforementioned date. Financial participation of the two Governments in the project contemplated shall be subject to the availability of the necessary funds appropriated by their respective legislative assemblies."

I have the honor to inform you that the provisions of this agreement meet with the approval of the French Government.

I avail myself of this occasion to renew to you the assurances of my very high consideration.

PHILIPPE MONOD [SEAL]

Mr. THÉODORE C. ACHILLES,  
*Charge d'Affaires of the United States,*  
*2, Avenue Gabriel,*  
*Paris VIII.*

# NORWAY

## Mutual Defense Assistance

*Agreement amending annex C of the agreement of January 27,  
1950, as amended.*

*Post, p. 3499.*

*Effect by exchange of notes*

*Dated at Oslo August 14 and 23, 1956;  
Entered into force August 23, 1956.*

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*The American Embassy to the Norwegian Ministry for Foreign  
Affairs*

No. 60

The Embassy of the United States of America presents its compliments to the Royal Norwegian Ministry for Foreign Affairs and, with reference to paragraph (1) of Article IV of the Mutual Defense Assistance Agreement between the United States and Norway, signed at Washington on January 27, 1950, [<sup>1</sup>] has the honor, upon instruction from its Government, to advise the Ministry that the minimum amount of Norwegian kroner necessary during the fiscal year 1957 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 \$555,080. In this connection it is understood that the balance of the kroner advances made during the fiscal year 1956 which was unobligated on June 30, 1956, will operate to reduce the total amount required for deposit during the fiscal year 1957.

TIAS 2016.  
1 UST 108.

The Embassy proposes that, in accordance with previous practice, Annex C of the Bilateral Agreement be amended to read as follows:

"In implementation of paragraph (1) of Article IV of the Mutual Defense 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 3,952,169.60 Norwegian

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<sup>1</sup> See also TIAS 2418, 2437; 3 UST, pt. 1, p. 581, pt. 2, p. 2705.

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, 1957."

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, August 14, 1956.*



THE ROYAL NORWEGIAN MINISTRY  
FOR FOREIGN AFFAIRS,  
*Oslo.*

*The Norwegian Ministry for Foreign Affairs to the American  
Embassy*

MINISTÈRE ROYAL  
DES  
AFFAIRES ETRANGÈRES

The Royal Norwegian Ministry of Foreign Affairs has the honour to acknowledge the receipt of the American Embassy's note of the 14th August, 1956, 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 3.952.169.60 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, 1957".

It is understood that the balance of the kroner advances made during the fiscal year 1956, which was unobligated on the 30th June, 1956, will operate to reduce the total amount required for deposit during the fiscal year 1957.

The Norwegian Government agrees that the Embassy's note of the 14th August, 1956, together with this reply constitute an amendment to Annex C of the Mutual Defence Assistance Agreement between Norway and the United States of America, signed at Washington on the 27th January, 1950.

OSLO, 23th August 1956.

[SEAL]

To

THE EMBASSY OF THE UNITED STATES OF AMERICA,  
*Oslo.*



# GREECE

Defense: Status of United States Forces

*Agreement signed at Athens September 7, 1956;  
Entered into force September 7, 1956.*

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AGREEMENT BETWEEN  
THE UNITED STATES OF AMERICA AND THE  
KINGDOM OF GREECE  
CONCERNING THE STATUS OF  
UNITED STATES FORCES IN GREECE

AGREEMENT BETWEEN  
THE UNITED STATES OF AMERICA AND THE  
KINGDOM OF GREECE  
CONCERNING THE STATUS OF  
UNITED STATES FORCES IN GREECE

TIAS 2868.  
4 UST 2189.

TIAS 2846.  
4 UST 1792.

The United States of America and the Kingdom of Greece having entered into a Military Facilities Agreement on October 12, 1953, and having become parties to the "Agreement Between the Parties to the North Atlantic Treaty Regarding the Status of Their Forces", dated June 19, 1951, agree upon the following regarding the status of United States forces in Greece.

ARTICLE I

1. Paragraph 1, Article III of the Agreement between the Governments of the United States of America and the Kingdom of Greece concerning Military Facilities, dated October 12, 1953, is abrogated except insofar as it refers to the Memorandum of Understanding dated February 4, 1953, which shall continue in effect.

2. "Agreement between the Parties of the North Atlantic Treaty Regarding the Status of Their Forces", dated June 19, 1951, shall govern the status of the forces of the United States in Greece as well as members of these forces, members of the civilian component, and their dependents, who are in Greece and who are serving in that

**ΣΥΜΦΩΝΙΑ**

ΜΕΤΑΣΥ ΤΩΝ ΗΝΩΜΕΝΩΝ ΠΟΛΙΤΕΙΩΝ ΤΗΣ ΑΜΕΡΙΚΗΣ

ΚΑΙ ΤΟΥ ΒΑΣΙΛΕΙΟΥ ΤΗΣ ΕΛΛΑΔΟΣ

**Π Ε Ρ Ι**

ΤΟΥ ΝΟΜΙΚΟΥ ΚΑΘΕΣΤΩΤΟΣ ΤΩΝ ΕΝ ΕΛΛΑΣΙ

ΕΝΟΠΛΩΝ ΔΥΝΑΜΕΩΝ ΤΩΝ ΗΝΩΜΕΝΩΝ ΠΟΛΙΤΕΙΩΝ

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'Η Κυβέρνησις τῶν 'Ηνωμένων Πολιτειῶν τῆς 'Αμερικῆς καὶ ἡ Κυβέρνησις τοῦ Βασιλείου τῆς 'Ελλάδος, συνομολογήσασαι τὴν Συμφωνίαν περὶ Στρατιωτικῶν Εύκολων τῆς 12ης 'Οκτωβρίου 1953 καὶ οὖσαν μέρη τῆς " Συμβάσεως μεταξύ τῶν Μερῶν τοῦ Βορειο-ατλαντικοῦ Συμφώνου περὶ τοῦ νομικοῦ καθεστώτος τῶν 'Ενδπλων Δυνάμεων αὐτῶν", ὑπὸ ήμερομηνίαν 19 'Ιουνίου 1951, συμφωνοῦν ἐπὶ τῶν ἀκολούθων, ἐν σχέσει πρὸς τὸ νομικόν καθεστώς τῶν ἐν 'Ελλάδι ἐνδπλων δυνάμεων τῶν 'Ηνωμένων Πολιτειῶν.

**ΑΓΘΡΟΝ Ι**

1. 'Η παράγραφος 1, ἄρθρον III τῆς Συμφωνίας μεταξύ τῶν Κυβερνήσεων τῶν 'Ηνωμένων Πολιτειῶν τῆς 'Αμερικῆς καὶ τοῦ Βασιλείου τῆς 'Ελλάδος περὶ Στρατιωτικῶν Εύκολων, τῆς 12ης 'Οκτωβρίου 1953, κατοργεῖται ἐκτὸς ἐδόν καὶ καθόσον ἀφορᾷ εἰς τὸ 'Υπουργεῖο Συμφωνίας τῆς 4ης Φεβρουαρίου 1953, ὅπερ θέτει έξακολουθήσῃ ίσχυον.

2. 'Η " Σύμβασις μεταξύ τῶν Μερῶν τοῦ Βορειοατλαντικοῦ Συμφώνου περὶ τοῦ Νομικοῦ Καθεστώτος τῶν 'Ενδπλων Δυνάμεων αὐτῶν", ὑπὸ ήμερομηνίαν 19 'Ιουνίου 1951, θέλεται διέπει τὸ νομικόν καθεστώς τῶν ἐν 'Ελλάδι δυνάμεων τῶν 'Ηνωμένων Πολιτειῶν ὡς καὶ τῶν μελῶν τῶν δυνάμεων αὐτῶν, τῶν μελῶν τοῦ πολιτικοῦ προσωπικοῦ καὶ τῶν οἰκογενειῶν των, τὰ ὅποτα εὑρίσκονται ἐν 'Ελλάδι καὶ

country in furtherance of objectives of the North Atlantic Treaty Organization, or who are temporarily present in Greece.

ARTICLE II

1. The Greek authorities, recognizing that it is the primary responsibility of the United States authorities to maintain good order and discipline where persons subject to United States military law are concerned, will, upon the request of the United States authorities, waive their primary right to exercise jurisdiction under Article VII, paragraph 3 (c) of that Agreement, except when they determine that it is of particular importance that jurisdiction be exercised by the Greek authorities.

2. In those cases where, in accordance with the foregoing paragraph, there is waiver of jurisdiction by the Greek authorities, the competent United States authorities shall inform the Greek Government of the disposition of each such case.

ARTICLE III

1. In such cases where the Government of Greece may exercise criminal jurisdiction as provided for in Article II above, the United States authorities shall take custody of the accused pending completion of trial proceedings. Custody of the accused will be maintained in Greece. During the trial and pretrial proceedings the accused shall be entitled to have a representative of the United States Government present. The trial shall be public unless otherwise agreed.

τά δόσια ύπηρετουν ἐν τῷ Χῶρᾳ ταῦτῃ πρὸς προώθησιν τῶν σκοπῶν τῆς Ὀργανώσεως τοῦ Βορειοατλαντικοῦ Συμφόνου, ή εὐρίσκοντας προσωρινῆς ἐν Ἑλλάδι.

#### ΑΡΘΡΟΝ II

1. Αἱ Ἑλληνικαὶ ἀρχαῖ, ἀναγνωρίζουσαι ὅτι ἀποτελεῖ πρωταρχικήν εὐθύνην τῶν ἀρχῶν τῶν Ἡνωμένων πολιτειῶν ἡ διατήρησις τῆς τάξεως καὶ πειθαρχίας εἰς δ, τι ἀφορῇ προσωπα ὑπαγόμενα εἰς τὴν στρατιωτικήν νομοθεσίαν τῶν Ἡνωμένων Πολιτειῶν, θέν παρατούντας, τῷ αἰτήσει τῶν ἀρχῶν τῶν Ἡνωμένων Πολιτειῶν, τοῦ κατό προτεραιότητα δικαιωματός των δπως ἀσκοῦν δικαιοδοσίαν κατὰ τὸ ἄρθρον VII παραγρ. 3γ τῆς ὡς ἄνω Συμβίσεως, ἐκτὸς ὅταν αὗται ἀποφασίζουν ὅτι λόγῳ ἰδιαιτέρας σημειώσεις ἡ δικαιοδοσία θέλει ἀσκηθῆ ὑπό τῶν ἑλληνικῶν ἀρχῶν.

2. Βίς ἂς περιπτώσεις, συμφώνως πρὸς τὴν ἀνωτέρω παράγραφον, ὑφίσταται παραβίτησις ἀπὸ τῆς δικαιοδοσίας τῶν ἑλληνικῶν ἀρχῶν, αἱ ἀρμόδιαι διερικανικαὶ ἀρχαῖ θέν πληροφοροῦν τὴν Ἑλληνικήν Κυβέρνησιν περὶ τῆς δυθμίσεως ἐκάστης σχετικῆς ὑποθέσεως.

#### ΑΡΘΡΟΝ III

Καθ' ἃς περιπτώσεις ἡ Ἑλληνική Κυβέρνησις δύναται νός ἀσκῆ ποιεικήν δικαιοδοσίαν, ὡς προβλέπεται ἐν τῷ ὡς ἄνω ἄρθρῳ II, αἱ ἀρχαῖ τῶν Ἡνωμένων Πολιτειῶν θέν ἀναλογίανουν τὴν φρούρησιν τοῦ κατηγορουμένου μέχρι τοῦ πέρατος τῆς διαδικασίας τῆς δίκης. Ἡ φρούρησις τοῦ κατηγορουμένου θέν τελπται ἐν Ἑλλάδι. Διαρκούσης τῆς δίκης καὶ τῆς προδικασίας, ὁ κατηγορούμενος θέν δικαιοῦται νά̄ ἔχῃ παρόντα δάντι πρόσωπον τῆς Κυβερνήσεως τῶν Ἡνωμένων Πολιτειῶν. Ἡ δίκη θέν διεξάγηται δημοσίᾳ ἐκτός ἐάν ἄλλως συμφωνηθῇ.

#### ΑΡΘΡΟΝ IV

Βίς ἀστικᾶς ὑποθέσεις, περιλαμβανομένων ζημιῶν προερχο-

ARTICLE IV

1. In civil matters, including damages arising from automobile accidents, Greek courts will exercise jurisdiction as provided in Article VIII of NATO Status of Forces Agreement.

ARTICLE V

This agreement will come into force from the date on which it is signed.

DONE at Athens in duplicate, in the English and Greek languages, the two texts having equal authenticity, this 7th day of September, 1956.

FOR THE

UNITED STATES OF AMERICA

RAY L. THURSTON

FOR THE

KINGDOM OF GREECE

AVEROFF TOSITSAS

μένων ἐξ αὐτοχινητικῶν ἀτυχημάτων, τά 'Ελληνικά Δικαστήρια θέ  
ἀσκοῦν δικαιοδοσίαν ὡς προβλέπεται εἰς τό οὔρθρον VIII τῆς Συμ-  
βάσεως περὶ τοῦ Νομικοῦ καθεστώτος τῶν 'Ενδπλων Δυνάμεων τοῦ  
Βορειοατλαντικοῦ Συμφώνου.

ΑΡΘΡΟΝ V

'Η παρούσα συμφωνία θά τεθῇ ἐν ίσχυτι ἀπό τῆς ήμερο-  
μηνίας τῆς ὑπογραφῆς αὐτῆς.

'Ἐγένετο ἐν 'Αθήναις εἰς διπλούν, εἰς τὴν 'Αγγλικήν  
καὶ τὴν 'Ελληνικήν γλῶσσαν, τῶν δύο κειμένων διντων ἐξ Ἰσού<sup>1</sup>  
αὐθεντικῶν, σήμερον τὴν 7ην Σεπτεμβρίου 1956.

ΔΙΑ ΤΩ

ΒΑΣΙΛΕΙΟΝ ΤΗΣ ΕΛΛΑΔΟΣ

[SEAL]

ΔΙΑ ΤΑΣ

ΗΝΩΜΕΝΑΣ ΠΟΛΙΤΕΙΑΣ ΤΗΣ ΑΜΕΡΙΚΗΣ

[SEAL]

# NETHERLANDS

## Weather Stations: Cooperative Program on Curaçao and St. Martin Islands

*Agreement effected by exchange of notes  
Signed at The Hague August 6 and 16, 1956;  
Entered into force September 12, 1956.*

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*The American Ambassador to the Netherlands Minister Without  
Portfolio*

AMERICAN EMBASSY,  
*The Hague, August 6, 1956.*

**EXCELLENCY:**

I have the honor to refer to conversations which have taken place between representatives of the Government of the United States of America and representatives of the Government of the Kingdom of the Netherlands regarding the desirability of establishing a cooperative program for the establishment and operation of rawinsonde observation stations in Curacao and St. Martin (Sint Maarten).

The purpose of such a program is to provide essential meteorological information for research into the origin, development, structure, and movement of hurricanes and for the preparation of hurricane warnings. The ultimate object is to achieve greater accuracy and timeliness in forecasts of hurricanes and in warnings of accompanying destructive winds, tides, and floods.

In view of the mutual benefit to our countries which is likely to result, the Government of the United States of America desires to invite the Government of the Kingdom of the Netherlands to participate in a cooperative meteorological observation program, in accordance with the following principles:

1. *Cooperating Agencies.* The cooperating agencies shall be
  - (1) for the Government of the United States of America, the Weather Bureau, Department of Commerce, hereinafter referred to as the United States Cooperating Agency and
  - (2) for the Government of the Kingdom of the Netherlands,

the Netherlands Antilles Meteorological Office, hereinafter referred to as the Netherlands Antilles Cooperating Agency.

**2. General Purposes.** The general purposes of the present agreement shall be as follows:

(a) To provide for the establishment, operation and maintenance of rawinsonde stations at or in the vicinity of Curacao and St. Martin (Sint Maarten), the exact locations to be selected by mutual arrangement between the two Cooperating Agencies, for securing reports of regularly scheduled and special rawinsonde observations; and

(b) To provide for the daily exchange of rawinsonde observation reports between the two Cooperating Agencies for the use of the respective countries, in addition to other exchanges previously established.

**3. Title to Property.** For the duration of the project title to all property purchased with funds supplied by the United States Cooperating Agency shall remain vested in that Agency, and title to all property supplied by the Netherlands Antilles Cooperating Agency shall remain vested in that Agency.

At the conclusion of the project, in order to assist the Netherlands Antilles Cooperating Agency to continue the operation of the station at Curacao and as a partial consideration of services rendered during the course of the project by the Netherlands Antilles Cooperating Agency in assisting with the operation of an upper-air reporting facility supplying information that is not only of value to the Netherlands Antilles Cooperating Agency but of considerable value to International Aviation and the United States Cooperating Agency for use in weather forecasting and warning as well as hurricane and tropical weather research, the United States Cooperating Agency shall transfer to the Netherlands Antilles Cooperating Agency title to existing facilities, equipment and instruments and whatever other materials may be at the site at Curacao for maintaining and operating the station.

**4. Expenditures.** All expenditures incurred by the United States Cooperating Agency shall be paid directly by the Government of the United States of America, and all expenditures incident to the obligations assumed by the Netherlands Antilles Cooperating Agency shall be paid directly by the Government of the Netherlands Antilles.

5. *Duty-Free Entry of Equipment and Supplies.* All equipment and supplies shipped from the United States of America for use in the cooperative program, including the household goods, automobiles, and other personal effects of the United States citizen employees assigned to the program, shall be admitted into Curacao and St. Martin (Sint Maarten) duty free.
6. *Term.* The agreement shall remain in force for one year, as from the date of its entering into effect, and may be continued in force for additional periods of one year by written agreement to that effect by the two Governments, but either Government may terminate the present agreement by giving to the other Government notice in writing sixty days in advance. Participation on the part of either Government in the project contemplated by the present agreement shall be subject to the availability of funds appropriated by the legislative bodies of the respective Governments.

If the above principles meet with the approval of the Government of the Kingdom of the Netherlands I should appreciate receiving Your Excellency's reply to that effect as soon as possible in order that the technical details may be arranged by officials of the two Cooperating Agencies.

I suggest that this note and your reply thereto accepting the aforementioned principles be considered as constituting an agreement between our two governments concerning this matter, such agreement to enter into effect on the date when representatives of the two Cooperating Agencies of our Governments sign the Memorandum of Arrangement embodying the aforementioned technical details. In the event that these signatures are not simultaneous, the agreement will enter into effect ['] on the date on which the latter signature shall have been affixed to the Memorandum. It is understood, however, that the Memorandum of Arrangement may be amended at any time by concurrence of the two Cooperating Agencies.

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

H. FREEMAN MATTHEWS

His Excellency

J. M. A. H. LUNS,  
*Minister Without Portfolio,*  
*The Hague.*

<sup>1</sup> Sept. 12, 1956.

*The Netherlands Minister for Foreign Affairs to the American  
Ambassador*

MINISTRY OF FOREIGN AFFAIRS  
THE HAGUE

THE HAGUE, August 16, 1956.

WESTERN HEMISPHERE DEPARTMENT

No. 109986

EXCELLENCY:

I have the honour to acknowledge receipt of Your Excellency's note dated August 6, 1956, addressed to my colleague Mr. Luns, and reading as follows:

"I have the honor to refer to conversations which have taken place between representatives of the Government of the United States of America and representatives of the Government of the Kingdom of the Netherlands regarding the desirability of establishing a cooperative program for the establishment and operation of rawinsonde observation stations in Curacao and St. Martin (Sint Maarten).

The purpose of such a program is to provide essential meteorological information for research into the origin, development, structure, and movement of hurricanes and for the preparation of hurricane warnings. The ultimate object is to achieve greater accuracy and timeliness in forecasts of hurricanes and in warnings of accompanying destructive winds, tides, and floods.

In view of the mutual benefit to our countries which is likely to result, the Government of the United States of America desires to invite the Government of the Kingdom of the Netherlands to participate in a cooperative meteorological observation program, in accordance with the following principles:

1. *Cooperating Agencies.* The cooperating agencies shall be (1) for the Government of the United States of America, the Weather Bureau, Department of Commerce, hereinafter referred to as the United States Cooperating Agency and (2) for the Government of the Kingdom of the Netherlands, the Netherlands Antilles Meteorological Office, hereinafter referred to as the Netherlands Antilles Cooperating Agency.
2. *General Purposes.* The general purposes of the present agreement shall be as follows:

- (a) To provide for the establishment, operation and maintenance of rawinsonde stations at or in the vicinity of Curacao and St. Martin (Sint Maarten), the exact locations to be selected by mutual arrangement between the two Cooperating Agencies, for securing reports of regularly scheduled and special rawinsonde observations; and
  - (b) To provide for the daily exchange of rawinsonde observation reports between the two Cooperating Agencies for the use of the respective countries, in addition to other exchanges previously established.
3. *Title to Property.* For the duration of the project title to all property purchased with funds supplied by the United States Cooperating Agency shall remain vested in that Agency, and title to all property supplied by the Netherlands Antilles Cooperating Agency shall remain vested in that Agency. At the conclusion of the project, in order to assist the Netherlands Antilles Cooperating Agency to continue the operation of the station at Curacao and as a partial consideration of services rendered during the course of the project by the Netherlands Antilles Cooperating Agency in assisting with the operation of an upper-air reporting facility supplying information that is not only of value to the Netherlands Antilles Cooperating Agency but of considerable value to International Aviation and the United States Cooperating Agency for use in weather forecasting and warning as well as hurricane and tropical weather research, the United States Cooperating Agency shall transfer to the Netherlands Antilles Cooperating Agency title to existing facilities, equipment and instruments and whatever other materials may be at the site at Curacao for maintaining and operating the station.
4. *Expenditures.* All expenditures incurred by the United States Cooperating Agency shall be paid directly by the Government of the United States of America, and all expenditures incident to the obligations assumed by the Netherlands Antilles Cooperating Agency shall be paid directly by the Government of the Netherlands Antilles.

5. *Duty-Free Entry of Equipment and Supplies.* All equipment and supplies shipped from the United States of America for use in the cooperative program, including the household goods, automobiles, and other personal effects of the United States citizen employees assigned to the program, shall be admitted into Curacao and St. Martin (Sint Maarten) duty free.
6. *Term.* The agreement shall remain in force for one year, as from the date of its entering into effect, and may be continued in force for additional periods of one year by written agreement to that effect by the two Governments, but either Government may terminate the present agreement by giving to the other Government notice in writing sixty days in advance. Participation on the part of either Government in the project contemplated by the present agreement shall be subject to the availability of funds appropriated by the legislative bodies of the respective Governments.

If the above principles meet with the approval of the Government of the Kingdom of the Netherlands I should appreciate receiving Your Excellency's reply to that effect as soon as possible in order that the technical details may be arranged by officials of the two Cooperating Agencies.

I suggest that this note and your reply thereto accepting the aforementioned principles be considered as constituting an agreement between our two governments concerning this matter, such agreement to enter into effect on the date when representatives of the two Cooperating Agencies of our Governments sign the Memorandum of Arrangement embodying the aforementioned technical details. In the event that these signatures are not simultaneous, the agreement will enter into effect on the date on which the latter signature shall have been affixed to the Memorandum. It is understood, however, that the Memorandum of Arrangement may be amended at any time by concurrence of the two Cooperating Agencies."

I have the honour to inform Your Excellency that the Government of the Kingdom of the Netherlands accept the aforementioned principles and will regard Your Excellency's note and the present reply as constituting an agreement between our two Governments concerning this matter, such agreement to enter into force in the manner indicated in Your Excellency's note.

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

J W BEYEN

His Excellency

H. FREEMAN MATTHEWS

*United States Ambassador,  
The Hague.*

# KOREA

## Surplus Agricultural Commodities

*Agreement amending article I, paragraph 1, of the agreement  
of March 13, 1956.*

*Post, p. 2863.*

*Effectuated by exchange of notes*

*Signed at Seoul July 25 and 27, 1956;  
Entered into force July 27, 1956.*

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*The American Ambassador to the Korean Minister of Reconstruction*

AMERICAN EMBASSY

Seoul, July 25, 1956

No. 33

SIR:

I have the honor to refer to the Agricultural Commodities Agreement entered into by our two Governments March 13, 1956, providing for financing certain agricultural commodities on or before June 30, 1956. In view of the late date applications were received from your Government for the issuance of purchase authorizations on commodities other than wheat and barley and in view of the problems relating to prompt deposits of hwan in payment for the commodities under previously issued purchase authorizations, it has not been possible to arrange for issuance of the purchase authorizations by the June 30, 1956, date provided for in the Agreement.

TIAS 3516.  
*Ante, p. 379.*

I have the honor to propose that the Agreement of March 13, 1956, be amended by changing the June 30, 1956, date in paragraph 1 of Article 1 of the Agreement to read August 31, 1956. If you concur in the foregoing, this note and Your Excellency's reply thereto will constitute an Agreement between our two Governments effective upon receipt of Your Excellency's reply modifying the Agreement of March 13, 1956, in the manner provided for herein.

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

WALTER DOWLING

His Excellency

HYUN CHUL KIM,

*Minister of Reconstruction for the  
Republic of Korea*

*The Korean Minister of Reconstruction to the American Ambassador*

MINISTRY OF RECONSTRUCTION  
REPUBLIC OF KOREA

SEOUL, KOREA

*27 July 1956*

SIR,

I have the honor to acknowledge receipt of your letter, No. 33 of 25 July 1956, concerning an amendment to the Agricultural Commodities Agreement entered into by our two Government on 13 March 1956.

I have the honor to accept your proposal that the date for financing certain agricultural commodities on or before 30 June 1956 be changed to 31 August 1956.

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

HYUN CHUL KIM

*Kim, Hyun Chul  
Minister of Reconstruction*

His Excellency WALTER C. DOWLING

*American Ambassador to the  
Republic of Korea  
Seoul*

# **ARGENTINA**

## **Air Force Mission to Argentina**

*Agreement signed at Buenos Aires October 3, 1956;  
Entered into force October 3, 1956.*

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**AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED  
STATES OF AMERICA AND THE GOVERNMENT  
OF THE ARGENTINE REPUBLIC**

In conformity with the request of the Government of the Argentine Republic to the Government of the United States of America, the President of the United States of America has authorized the appointment of officers and noncommissioned officers to constitute a United States Air Force Mission to the Argentine Republic under the terms stipulated below:

### **TITLE I**

#### **PURPOSE AND DURATION**

**ARTICLE 1.** The purpose of this Mission is to cooperate with the Air Force of the Argentine Republic and its officials, in an advisory capacity, with a view to enhancing the technical and operational efficiency of the Argentine Air Force.

**ARTICLE 2.** This Agreement shall enter into force on the date on which signed by the accredited representatives of the Government of the United States of America and the Government of the Argentine Republic and shall continue in force until terminated as provided in Article 3.

ARTICLE 3. This Agreement may be terminated 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 Argentine Republic in the public interest of either country, without the necessity of compliance with subparagraph (a) of this Article;
- (c) By either Government in case either country becomes involved in foreign or domestic hostilities, without the necessity of compliance with the provisions of subparagraph (a) of this Article.

## TITLE II

### COMPOSITION AND PERSONNEL

ARTICLE 4. The Mission shall consist of a Chief of Mission and such other personnel of the United States Air Force as may be agreed upon between the Ministry of Aeronautics of the Argentine Republic, hereinafter referred to as the Ministry of Aeronautics, and the Department of the Air Force of the United States of America, hereinafter referred to as the Department of the Air Force.

ARTICLE 5. In the event accomplishment of the purpose of the Mission as stated in Article 1 necessitates it, and subject to the provisions

of Article 7, the personnel of the Mission may be varied, by addition, substitution or withdrawal of personnel, as mutually agreed upon between the Department of the Air Force and the Ministry of Aeronautics.

ARTICLE 6. In addition to the personnel of the Mission mentioned in Articles 4 and 5, additional United States Air Force personnel may be assigned to the Mission on temporary duty at the request of the Government of the Argentine Republic for such periods as may be mutually agreed upon between the Department of the Air Force and the Ministry of Aeronautics. Except as otherwise specifically agreed, such temporary duty personnel shall be treated as regular members of the Mission for all purposes.

ARTICLE 7. Any member of the Mission may be recalled at any time by the Department of the Air Force. A replacement with equivalent qualifications shall be furnished unless it is mutually agreed between the Department of the Air Force and the Ministry of Aeronautics that no replacement is required.

ARTICLE 8. As used throughout this Agreement the term "family" is limited to mean wife, dependent children and bona fide dependent parents. The phrase "home of record" means the Mission member's home address as listed in official United States Air Force personnel records.

**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 Aeronautics and the Chief of Mission, except that 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 Aeronautics solely through the Chief of Mission.

**ARTICLE 11.** Each member of the Mission shall serve on the Mission with the rank he holds in the United States Air Force and shall wear the uniform and insignia of the United States Air Force.

**TITLE IV****PRIVILEGES AND IMMUNITIES**

**ARTICLE 12.** Each member of the Mission, in addition to the benefits provided for in the Agreement, shall be entitled to all benefits and privileges which the laws of the Argentine Republic and regulations of the Argentine Air Force provide for Argentine officers and subordinate personnel of corresponding rank.

**ARTICLE 13.** Mission members shall be immune from civil jurisdiction of Argentine courts for acts or omissions arising out of the

performance of their official duties.

**ARTICLE 14.** The personnel of the Mission and the members of their families shall be governed by the disciplinary regulations of the United States Armed Forces. United States Air Force authorities shall take appropriate disciplinary action with respect to all offenses committed by such personnel and upon the request of the Government of the Argentine Republic shall remove such personnel from the Argentine Republic.

**ARTICLE 15.** The members of the Mission and their families shall enjoy the same immunities from taxes as the members of the diplomatic mission of the United States of America in the Argentine Republic.

**ARTICLE 16.** The 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 import taxes, custom duties, inspections and restrictions by the Government of the Argentine Republic and allowed free entry and egress upon request of the Chief of Mission. The rights and privileges accorded under this Article shall in general be the same as those accorded diplomatic personnel of the United States Embassy in the Argentine Republic.

## TITLE V

## COMPENSATION, TRANSPORTATION AND OTHER EXPENSES

ARTICLE 17. (a) The members of the Mission shall receive from the Government of the Argentine Republic such 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 Argentine Republic.

(b) This compensation shall be paid in twelve (12) equal monthly installments payable within the first five (5) days of the month following the day it is due. Payments may be made in Argentine currency and when so paid shall be computed at the rate of exchange most favorable to the Mission member on the date on which due.

(c) Taxes levied upon this compensation under Argentine legislation will be paid by the Argentine Government, so that the members of the Mission will receive the full remuneration indicated.

(d) The compensation provided for in this Article shall commence upon the date of departure of the Mission member from the United States of America and, except as otherwise expressly provided in this Agreement, shall cease upon the date of return of the Mission member to the United States of America. All compensation due the Mission member shall be paid

prior to his departure from the Argentine Republic. Compensation for the return trip to the United States of America shall be computed on the basis of the shortest usually traveled water route regardless of the route and method of travel used by the Mission member.

ARTICLE 18. Each member of the Mission and his family shall be furnished by the Government of the Argentine Republic with first-class accommodation for travel, via the shortest usually traveled water route, required and performed under this Agreement, between the port of embarkation in the United States of America and his official residence in the Argentine Republic, both for the outward and the return trip. The Government of the Argentine Republic shall also pay all expenses of shipment of household effects, baggage, and automobile of each member of the Mission between the port of embarkation in the United States of America and his official residence in the Argentine Republic, as well as all expenses of packing, crating, drayage and transportation of such household effects, baggage, and automobile from the Argentine Republic to the port of entry in the United States of America. Transportation of such household effects, baggage, and automobile shall be effected in one shipment, and all subsequent shipments shall be at the expense of the member of the Mission, except as otherwise provided in this Agreement, or by mutual agreement when such shipments are necessitated by circumstances beyond his control.

ARTICLE 19. Detailed arrangements for payment of transportation expenses provided for by the preceding Article in the case of temporary personnel who may join the Mission pursuant to the provisions of Article 6 shall be determined by negotiation between the Department of the Air Force and the Ministry of Aeronautics at the time the details for the assignment of such personnel for temporary duty may be agreed upon.

ARTICLE 20. (a) Should the services of any member of the Mission be terminated by the Government of the United States of America for any reason whatsoever prior to completion of two (2) years' service as a member of the Mission, the cost of return to the United States of America of such member, his family, baggage, household goods and automobile shall be borne by the Government of the United States of America. Similar expenses connected with furnishing a replacement shall also be borne by the Government of the United States of America.

(b) If, at the request of the Government of the Argentine Republic, any member of the Mission is recalled, all expenses connected with his return to the United States of America shall be borne by the Government of the Argentine Republic. If such Mission member is replaced, the expenses connected with transporting the replacement to his residence in the Argentine Republic shall be borne by the Government of the Argentine Republic.

ARTICLE 21. If any member of the Mission, or any member of his family, should die while assigned to the Mission, the Government of the Argentine Republic shall have the body transported to such place in the United States of America as the surviving members of the family may decide, or to the home of record in the United States of America, should the member and his family meet death in a common disaster. The cost to the Government of the Argentine Republic shall not exceed the cost of preparing the body for shipment and transporting the remains from the place of decease to New York City. Should the deceased be a member of the Mission, his services with the Mission shall be considered to have terminated fifteen (15) days after his death. Return transportation to the United States of America for the family of the deceased member and for their baggage, household effects, and automobile shall be provided as prescribed in Article 18. All compensation due the deceased member, including salary for fifteen (15) days subsequent to his death, and reimbursement for expenses due the deceased member in connection with travel performed on official business of the Government of the Argentine Republic shall, within fifteen (15) days of the demise of said member, be paid to any person who may have been designated in writing by the deceased while serving under the terms of this Agreement; or in the absence of such a designation, then to such person as may be authorized or prescribed by United States military law.

ARTICLE 22. Compensation for transportation and travel expenses incurred by members of the Mission during travel performed on official business of the Government of the Argentine Republic shall be provided by the Government of the Argentine Republic.

ARTICLE 23. Suitable motor transportation with chauffeur shall, on request of the Chief of Mission, be made available by the Government of the Argentine Republic for use by members of the Mission for the conduct of official business of the Mission.

ARTICLE 24. The Government of the Argentine Republic shall, at its expense, provide suitable office space and facilities for the use of the members of the Mission.

ARTICLE 25. (a) Each member of the Mission shall be entitled annually to one (1) month's leave with pay or to a proportional part thereof with pay for any fractional part of a year. Unused portions of said leave shall be cumulative from year to year during service as member of the Mission.

(b) The leave may be spent in the Argentine Republic, in the United States of America, or in any other country, but the expense of travel and transportation not otherwise provided for in this Agreement shall be borne by the member of the Mission taking such leave. Travel time in connection with leave shall count as leave and shall not be in addition to the time authorized in this Article.

(c) The Government of the Argentine Republic agrees to grant the leave specified in this Article upon receipt of written application approved by the Chief of Mission with due consideration for the convenience of the Government of the Argentine Republic.

(d) If the Government of the Argentine Republic is unable to grant the leave when requested, the Ministry of Aeronautics will grant it at another time within the same year of service and under the same conditions already set forth in this Article. Payment for unused leave, on a proportional basis, will be made to the members of the Mission prior to their departure from the Argentine Republic, provided that such leave has been requested and refused in writing in accordance with the provisions of this Article.

**ARTICLE 26.** The Government of the Argentine Republic shall provide at its expense suitable medical and dental attention to members of the Mission and their families. In case a member of the Mission becomes ill or suffers injury, he shall be placed in such hospital, receive the attention of such doctors or obtain medicines at such pharmacies as may have been mutually agreed to in advance, for regular use, by the Minister of Aeronautics and the Chief of Mission. All expenses incurred as the result of such illness or injury while the patient is a member of the Mission and remains in the Argentine Republic shall be paid by the Government of the Argentine Republic. If the hospitalized member is a commissioned officer, he shall

pay his cost of subsistence, but if he is a non-commissioned officer, the cost of subsistence shall be paid by the Government of the Argentine Republic. Families shall enjoy the same privileges as those provided in the regulations of the Ministry of Aeronautics for its own personnel.

#### TITLE VI

##### REQUISITES AND CONDITIONS

ARTICLE 27. Any member of the Mission unable to perform his duties with the Mission by reason of long-continued physical disability shall be replaced.

ARTICLE 28. So long as this Agreement is in effect the Government of the Argentine Republic shall not engage or accept the services of any personnel of any other foreign government, nor of any individual who is not a citizen of the Argentine Republic, for duties of any nature connected with the Argentine Air Force except for those which may already have been contracted for by agreements prior to the signing of the present Agreement, or except by previous mutual agreement between the Government of the United States of America and the Government of the Argentine Republic.

ARTICLE 29. Each member of the Mission shall agree not to divulge or in any way disclose any confidential or secret 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 services with the Mission and after the termination of this Agreement.

ARTICLE 30. It is understood that the personnel of the Armed Forces of the United States of America to be stationed within the Argentine Republic under this Agreement, do not and will not comprise any combat forces.

#### TITLE VII

##### NONACCREDITED PERSONNEL

ARTICLE 31. In addition to the accredited personnel prescribed in Articles 4, 5, and 6, the Department of the Air Force may assign such nonaccredited personnel as may be required to perform the administration of the Mission and to maintain and operate the aircraft and other equipment assigned to the Mission. The following Articles only shall apply to such nonaccredited personnel: All of Title IV and Article 29.

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

in duplicate, in the English and Spanish languages.

Done at Buenos Aires, Argentina, this 3 day of October, 1956.

For the Government of the  
Argentine Republic

  
LUIS A. PODESTA COSTA  
Minister of Foreign  
Affairs and Worship

For the Government of the  
United States of America

  
WILLARD L. BEAULAC  
Ambassador Extraordinary  
and Plenipotentiary

  
JULIO CESAR KRAUSE  
Comodoro  
Minister of Aeronautics

[SEAL]

[SEAL]

**ACUERDO ENTRE EL GOBIERNO DE LOS ESTADOS UNIDOS DE AMERICA****y el****GOBIERNO DE LA REPUBLICA ARGENTINA**

De conformidad con lo solicitado por el Gobierno de la República Argentina al Gobierno de los Estados Unidos de América, el Presidente de los Estados Unidos de América ha autorizado la designación de oficiales y suboficiales para integrar una Misión de la Fuerza Aérea de los Estados Unidos a la República Argentina, de conformidad con los términos que se estipulan a continuación:

**TITULO I****Objeto y Duración**

**ARTICULO 1.** El objeto de la Misión es cooperar con la Fuerza Aérea de la República Argentina y sus oficiales, con carácter de asesoramiento, con miras a aumentar la eficiencia técnica y de funcionamiento de la Fuerza Aérea Argentina.

**ARTICULO 2.** El presente acuerdo entrará en vigor en la fecha en que sea firmado por los representantes acreditados del Gobierno de los Estados Unidos de América y del Gobierno de la República Argentina y continuará en vigor hasta que termine tal como se prevé en el Artículo 3.

**ARTICULO 3.** El presente Acuerdo podrá darse por terminado en la siguiente forma:

(a) Por decisión de cualquiera de los Gobiernos, con sujeción a tres meses de preaviso por escrito al otro Gobierno;

(b) Por retiro de todo el personal de la Misión por parte del Gobierno de los Estados Unidos de América o a solicitud del Gobierno de la República Argentina en interés público de cualquiera de los dos países sin que sea necesario el cumplimiento de lo estipulado en el subparagrapho

(a) del presente Artículo;

(c) Por decisión de cualquiera de los dos gobiernos en caso que uno u otro país se vea envuelto en hostilidades en el exterior o en el interior, sin que sea necesario el cumplimiento de las disposiciones del subparagrapho (a) del presente Artículo.

## TITULO II

### Composición y Personal

ARTICULO 4. La Misión estará integrada por un Jefe de Misión y el personal de la Fuerza Aérea de los Estados Unidos que pudiera convenirse entre el Ministerio de Aeronáutica de la República Argentina, en adelante llamado "el Ministerio de Aeronáutica" y el Departamento de la Fuerza Aérea de los Estados Unidos de América, en adelante llamado "el Departamento de la Fuerza Aérea".

ARTICULO 5. En caso de que el cumplimiento del objeto de la Misión, tal como se lo expone en el Artículo 1, así lo requiera, y con sujeción a las disposiciones del Artículo 7, podrá cambiarse el personal de la

Misión, agregando, reemplazando o retirando personal, según convengande mutuo acuerdo el Departamento de la Fuerza Aérea y el Ministerio de Aero-  
náutica.

ARTICULO 6. Además del personal de la Misión mencionado en los Artículos 4 y 5, a solicitud del Gobierno de la República Argentina podrá destinarse a la Misión, con carácter temporario otro personal aeronáutico norteamericano, por los períodos que pudieran mutuamente convenirse entre el Departamento de la Fuerza Aérea y el Ministerio de Aeronáutica. Excepto cuando se convenga específicamente de otra manera, dicho personal para tareas temporarias recibirá el mismo tratamiento que los miembros ordinarios de la Misión para todos los fines.

ARTICULO 7. Cualquier miembro de la Misión podrá ser llamado de vuelta en cualquier momento por el Departamento de la Fuerza Aérea. Se dispondrá su reemplazo por otro candidato con condiciones equivalentes, a menos que el Departamento de la Fuerza Aérea y el Ministerio de Aeronáutica convengan mutuamente que ese reemplazo no es necesario.

ARTICULO 8. Tal como se emplea en todo el texto del presente Acuerdo, el término "familia" se limita a la esposa, hijos a cargo y padres a cargo "bona fide". La frase "domicilio registrado" significa la dirección dentro de su país del miembro de la Misión que figura en los archivos de personal oficiales de la Fuerza Aérea de los Estados Unidos.

## TITULO III

## Deberes, Grado y Precedencia

ARTICULO 9. El personal de la Misión cumplirá las tareas que pudieran ser convenidas entre el Ministro de Aeronáutica y el Jefe de Misión, excepto que no tendrán funciones de mando.

ARTICULO 10. En el desempeño de sus funciones, los miembros de la Misión serán responsables ante el Ministro de Aeronáutica exclusivamente por intermedio del Jefe de Misión.

ARTICULO 11. Cada miembro de la Misión prestará servicios en ella con el grado que tenga en la Fuerza Aérea de los Estados Unidos y usará el uniforme e insignias de la Fuerza Aérea de los Estados Unidos.

## TITULO IV

## Privilegios e Inmunidades

ARTICULO 12. Además de los beneficios previstos en el presente Acuerdo, cada Miembro de la Misión tendrá derecho a todos los beneficios y privilegios que las leyes de la República Argentina y las reglamentaciones de la Fuerza Aérea Argentina otorgan a los oficiales y personal subalterno argentinos del grado correspondiente.

ARTICULO 13. Los miembros de la Misión gozarán de inmunidad de jurisdicción civil de los tribunales Argentinos por actos u omisiones que surjan del desempeño de sus obligaciones oficiales.

ARTICULO 14. El personal de la Misión y los miembros de sus familias se regirán por los reglamentos disciplinarios de las Fuerzas Armadas de los Estados Unidos. Las autoridades aeronáuticas norteamericanas adoptarán la acción disciplinaria apropiada con respecto a todas las infracciones cometidas por dicho personal y, a solicitud del Gobierno de la República Argentina, retirará a dicho personal de la República Argentina.

ARTICULO 15. Los miembros de la Misión y sus familias gozarán de las mismas inmunidades impositivas que los miembros de la misión diplomática de los Estados Unidos de América en la República Argentina.

ARTICULO 16. Los enseres domésticos, equipaje y automóviles de los miembros de la Misión, así como los artículos importados por ellos para su uso personal y para uso de los miembros de su familia, o para uso oficial de la Misión, estarán eximidos por el Gobierno de la República Argentina de los derechos de importación, derechos aduaneros, inspecciones y restricciones y podrán entrar y salir libremente a solicitud del Jefe de Misión. Los derechos y privilegios concedidos en virtud del presente Artículo serán en general los mismos que los concedidos al personal diplomático de la Embajada de los Estados Unidos en la República Argentina.

#### TITULO V

##### Remuneraciones, Transporte y otros Gastos

ARTICULO 17. (a) Los miembros de la Misión recibirán del Go-

biero de la República Argentina la remuneración anual, expresada en moneda estadounidense, que pudiera establecerse mediante acuerdo entre el Gobierno de los Estados Unidos de América y el Gobierno de la República Argentina.

(b) Dicha remuneración será pagada en doce (12) cuotas mensuales iguales, pagaderas dentro de los primeros cinco (5) días del mes siguiente al día en que se hicieran pagaderas. Los pagos podrán hacerse en moneda argentina, y cuando así se abonen, se calcularán al tipo de cambio más favorable para el miembro de la Misión en la fecha en que se hicieran pagaderos.

(c) Los impuestos que, en virtud de la legislación argentina, graven dicha remuneración, serán cubiertos por el Gobierno Argentino, de manera tal que los miembros de la Misión perciban integralmente la remuneración asignada.

(d) La remuneración prevista en el presente Artículo comenzará en la fecha en que el miembro de la Misión salga de los Estados Unidos de América, y cesará, excepto cuando se disponga expresamente de otra manera en el presente Acuerdo, en la fecha del retorno del miembro de la Misión a los Estados Unidos de América.

Cualquier remuneración adeudada al miembro de la Misión será pagada antes de su partida de la República Argentina. La compensación

correspondiente al viaje de vuelta a los Estados Unidos de América será calculada sobre la base de la ruta marítima más corta habitualmente utilizada, prescindiendo de la ruta y del medio de transporte utilizados por el miembro de la Misión.

**ARTICULO 18.** El Gobierno de la República Argentina facilitará a cada miembro de la Misión y a su familia pasajes de primera clase para los viajes, por la ruta marítima más corta habitualmente utilizada, necesarios y efectuados de conformidad con el presente Acuerdo, entre el puerto de embarque en los Estados Unidos de América y su residencia oficial en la República Argentina, tanto para el viaje de ida como para el de retorno. El Gobierno de la República Argentina pagará asimismo todos los gastos de embarque de los enseres domésticos, equipaje y automóvil de cada miembro de la Misión entre el puerto de embarque en los Estados Unidos de América y su residencia oficial en la República Argentina, así como todos los gastos de embalaje, encajonamiento, acarreo y transporte de dichos enseres domésticos, equipaje y automóvil, desde la República Argentina hasta el puerto de entrada en los Estados Unidos de América. El transporte de los enseres domésticos, equipaje y automóvil precitados se hará en un sólo embarque, y todos los embarques subsiguientes correrán por cuenta del miembro de la Misión, excepto cuando se estipule de otra manera el presente Acuerdo, o mediante mutuo acuerdo cuando esos embarques se hicieran necesarios como resultado de circunstancias fuera de su control.

ARTICULO 19. Los arreglos detallados para el pago de los gastos de transporte previstos en el Artículo precedente, en el caso del personal temporario que pudiera llegar a formar parte de la Misión de conformidad con las disposiciones del Artículo 6, serán establecidos mediante negociación entre el Departamento de la Fuerza Aérea y el Ministerio de Aeronaútica en el momento en que se convengan los detalles para la designación de dicho personal para tareas temporarias.

ARTICULO 20. (a) Si el Gobierno de los Estados Unidos de América diera por terminados por cualquier razón los servicios de cualquier miembro de la Misión antes de completarse dos (2) años de servicios como miembro de la misma, los gastos del retorno a los Estados Unidos de América de dicho miembro, su familia, equipaje, enseres domésticos y automóvil, correrán por cuenta del Gobierno de los Estados Unidos de América. Los gastos similares incurridos para el envío de su reemplazante correrán asimismo por cuenta del Gobierno de los Estados Unidos de América.

(b) Si a solicitud del Gobierno de la República Argentina se llamará de vuelta a un miembro de la Misión, todos los gastos relacionados con su regreso a los Estados Unidos de América correrán por cuenta del Gobierno de la República Argentina. Si se reemplazara a dicho miembro de la Misión, los gastos relacionados con el transporte del reemplazante hasta su residencia en la República Argentina correrán por cuenta del Gobierno de la República Argentina.

ARTICULO 21. Si un miembro de la Misión, o un miembro de su familia, falleciera mientras estuviera asignado a la Misión, el Gobierno de la República Argentina se encargará de que el cuerpo sea transportado al lugar en los Estados Unidos de América que pudieran decidir los miembros sobrevivientes de la familia, o al domicilio registrado en los Estados Unidos de América en caso de que el miembro y su familia hubieran fallecido en el mismo accidente. El costo para el Gobierno de la República Argentina no excederá del costo de preparar el cuerpo para su embarco y transporte desde el lugar del fallecimiento hasta la ciudad de Nueva York. Si el extinto fuera un miembro de la Misión, se considerará que sus servicios en ella terminaron quince (15) días después de su fallecimiento. El transporte de regreso a los Estados Unidos de América de la familia del miembro fallecido y de su equipaje, enseres domésticos y automóvil, se suministrará de conformidad con lo establecido en el Artículo 18. Cualquier remuneración adeudada al miembro fallecido, inclusive el sueldo correspondiente a los quince (15) días posteriores a su fallecimiento, y el reembolso de gastos adeudados al miembro fallecido en concepto de viajes efectuados por asuntos oficiales del Gobierno de la Republica Argentina, serán pagados, dentro de los quince (15) días de producido el fallecimiento de dicho miembro, a cualquier persona que el mismo hubiera designado por escrito mientras prestaba servicios de conformidad con los términos del presente Acuerdo, o, en ausencia de esa designación, a la persona que pudiera estar

autorizada o establecida por las leyes militares de los Estados Unidos.

**ARTICULO 22.** La compensación por transporte y gastos de viaje incurridos por miembros de la Misión en los viajes efectuados por asuntos oficiales del Gobierno de la República Argentina correrá por cuenta del Gobierno de la República Argentina.

**ARTICULO 23.** El Gobierno de la República Argentina, a pedido del Jefe de la Misión, pondrá a disposición de los miembros de la Misión el transporte automotor adecuado y con chauffeur que pudiera ser necesario para la conducción de los asuntos oficiales de la Misión.

**ARTICULO 24.** El Gobierno de la República Argentina, por su propia cuenta, facilitará el espacio para oficinas y las instalaciones apropiadas para uso de los miembros de la Misión.

**ARTICULO 25.** (a) Cada miembro de la Misión tendrá derecho anualmente a un (1) mes de licencia con sueldo, o a la parte proporcional de la misma, con sueldo, para cualquier fracción de un año. Las partes no utilizadas de dicha licencia se acumularán de un año a otro durante el período en servicio como miembro de la Misión.

(b) La licencia podrá utilizarse en la República Argentina, o en los Estados Unidos de América, o en cualquier otro país, pero los gastos de viaje y transporte que no estuvieran previstos de otra manera en el presente Acuerdo correrán por cuenta del miembro de la Misión que haga uso de licencia. Los días de viaje, en relación con la licencia, se contarán co-

mo parte de la misma y no se contarán adicionalmente al período autorizado por el presente Artículo.

(c) El Gobierno de la República Argentina conviene en conceder la licencia especificada en el presente Artículo al recibir una solicitud por escrito aprobada por el Jefe de la Misión con la debida consideración por la conveniencia del Gobierno de la República Argentina.

(d) Si el Gobierno de la República Argentina, no pudiera conceder la licencia cuando se solicita, el Ministerio de Aeronáutica la concederá en otra oportunidad dentro del mismo año de servicio y en las mismas condiciones ya expresadas en este Artículo. Las licencias no utilizadas serán pagadas a los miembros de la Misión, antes de su salida de la República Argentina, en la proporción correspondiente, siempre que dichas licencias hayan sido pedidas y negadas por escrito de acuerdo con lo previsto en este Artículo.

ARTICULO 26. El Gobierno de la República Argentina facilitará a su propio costo a los miembros de la Misión y a sus familias la atención médica y odontológica apropiada. Cuando un miembro de la Misión se enfermara o sufriera lesiones, será internado en el hospital, recibirá la atención de los médicos, o podrá obtener las medicinas en las farmacias que pudieran haberse convenido por adelantado, para su empleo normal, entre el Ministro de Aeronáutica y el Jefe de la Misión. Todos los gastos incurridos

dos como resultado de dicha enfermedad o lesión mientras el paciente es miembro de la Misión y se encuentre en la República Argentina serán sufragados por el Gobierno de la República Argentina. Si el miembro hospitalizado es un oficial, pagará sus gastos de subsistencia, pero si fuera un suboficial, los gastos de subsistencia serán sufragados por el Gobierno de la República Argentina. Las familias gozarán de los mismos privilegios que los establecidos en las Reglamentaciones del Ministerio de Aeronáutica para las de su propio personal.

#### TITULO VI

##### Requisitos y Condiciones

**ARTICULO 27.** Todo miembro de la Misión que no pudiera cumplir sus tareas en ella por causa de un largo período de incapacidad física será reemplazado.

**ARTICULO 28.** Mientras está en vigor el presente Acuerdo, el Gobierno de la República Argentina no contratará ni aceptará los servicios del personal de ningún otro gobierno extranjero ni de persona alguna que no sea un ciudadano de la República Argentina para tareas de ninguna naturaleza relacionadas con las Fuerzas Aéreas argentinas, excepto las que ya hayan sido contratadas mediante acuerdos anteriores a la firma del presente Acuerdo, o excepto por mutuo acuerdo previo entre el Gobierno de los Esta-

dos Unidos de América y el Gobierno de la República Argentina.

**ARTICULO 29.** Cada uno de los miembros de la Misión convendrá en no divulgar ni revelar de manera alguna ningún asunto confidencial o secreto del que pudiera llegar a tener conocimiento en su calidad de miembro de la Misión. Este requisito continuará en vigor después de terminados sus servicios en la Misión y después de darse por terminado el presente Acuerdo.

**ARTICULO 30.** Queda entendido que el personal de las Fuerzas Armadas de los Estados Unidos de América destacado dentro de la República Argentina en virtud del presente Acuerdo, no incluye ni incluirá fuerzas de combate.

#### TITULO VII

##### Personal no acreditado

**ARTICULO 31.** Además del personal acreditado mencionado en los Artículos 4, 5 y 6, el Departamento de la Fuerza Aérea podrá asignar el personal no acreditado que pudiera ser necesario para la administración de la Misión y para mantener y operar las aeronaves y demás equipos asignados a la Misión. Sólo los Artículos siguientes se aplicaran a dicho personal no acreditado: todos los del Título IV y el Artículo 29.

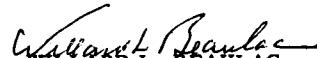
En fe de lo cual, los representantes respectivos, debidamente autorizados para ello, firman el presente Acuerdo, en duplicado, en los idiomas español e inglés.

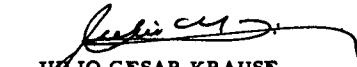
Hecho en Buenos Aires, el día 3 de octubre de 1956.

Por el Gobierno de la  
República Argentina:

  
HÉCTOR A. PODESTA COSTA  
Ministro de Relaciones  
Exteriores y Culto

Por el Gobierno de los  
Estados Unidos de América:

  
WILLARD L. BEAULAC  
Embajador Extraordinario y  
Plenipotenciario

  
JULIO CESAR KRAUSE  
Comodoro  
Ministro de Aeronáutica

# MULTILATERAL

Postal Union of the Americas and Spain

*Convention, Final Protocol, and Regulations of Execution  
signed at Bogotá November 9, 1955.*

*Post, pp. 2687, 2735.*

*Ratified and approved by the Postmaster General of the  
United States of America May 31, 1956;*

*Approved by the President of the United States of America  
September 12, 1956;*

*Entered into force March 1, 1956.*

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## UNION POSTAL DE LAS AMERICAS Y ESPAÑA

### CONVENIO

Celebrado entre:

Argentina, Bolivia, Canadá, Colombia, Costa Rica, Cuba, Chile, Ecuador, El Salvador, España, Estados Unidos de América, Estados Unidos del Brasil, Guatemala, Haití, Honduras, México, Nicaragua, Panamá, Paraguay, Perú, República Dominicana, República de Venezuela y Uruguay.

Los infrascritos, Plenipotenciarios de los Gobiernos de los países mencionados, reunidos en Congreso en la ciudad de Bogotá, capital de la República de Colombia, en virtud de lo dispuesto por el Artículo 24 del Convenio de la Unión Postal de las Américas y España, firmado en Madrid, capital de España el 9 de Noviembre de mil novecientos cincuenta, y en ejercicio del derecho que les concede el Convenio de la Unión Postal Universal, inspirándose en el deseo de extender, facilitar y perfeccionar sus relaciones postales, de establecer una solidaridad de acción capaz de representar eficazmente en los Congresos, Conferencias y demás reuniones de la Unión Postal Universal sus intereses comunes en lo que se refiere a sus comunicaciones por correo y de armonizar los esfuerzos de los países miembros para el logro de esos fines comunes, han determinado celebrar, "ad referendum" el Convenio siguiente:

**PRIMERA PARTE****DISPOSICIONES ORGANICAS Y DE ORDEN GENERAL  
DE LA UNION POSTAL DE LAS AMERICAS Y ESPAÑA****TITULO 1****DISPOSICIONES ORGANICAS****Capítulo I****CONSTITUCION DE LA UNION****ARTICULO 1****CONSTITUCION DE LA UNION**

Los países contratantes, constituyen, bajo la denominación de Unión Postal de las Américas y España, un solo territorio postal.

**ARTICULO 2****PERSONERIA JURIDICA**

Dentro de cada país miembro, y con sujeción a la legislación interna de cada uno, la Unión Postal de las Américas y España, gozará de la capacidad jurídica que sea necesaria para el ejercicio de sus funciones y la realización de sus propósitos.

**ARTICULO 3****SEDE DE LA UNION**

La sede de la Unión y de la Oficina Internacional de la misma, se halla en Montevideo, capital de la República Oriental del Uruguay.

**ARTICULO 4****PRIVILEGIOS E INMUNIDADES**

La Unión Postal de las Américas y España gozará en el territorio de cada uno de los Estados miembros cuyas leyes internas no lo impidan, de los privilegios e inmunidades necesarios para la realización de sus propósitos.

**ARTICULO 5****AMBITO DE LA UNION**

Forman parte de la Unión:

- a) Las oficinas de correos establecidas por los países miembros en territorios no comprendidos en la Unión;
- b) Los demás territorios que, sin ser miembros de la Unión, dependan desde el punto de vista postal, de los países miembros.

**ARTICULO 6****IDIOMA OFICIAL**

El idioma oficial de la Unión es el español. No obstante, los países miembros cuyo idioma no fuese aquél, podrán usar el propio.

**ARTICULO 7****UNIONES RESTRINGIDAS**

Los países miembros, podrán establecer entre sí uniones más estrechas, con el fin de reducir tarifas o introducir otras mejoras sobre cualesquiera de los servicios a que se refiere el presente Convenio o los Acuerdos especiales.

**ARTICULO 8****RETIRO DE LA UNION**

1. Cada País miembro tiene el derecho de retirarse de la Unión mediante aviso dado por su Gobierno al de la República Oriental del Uruguay el cual lo hará saber a los demás países miembros.

2. La salida de la Unión se hará efectiva al cumplirse el plazo de un año, contado a partir del día de la recepción de la notificación por el Gobierno de la República Oriental del Uruguay.

**CAPITULO II****ORGANIZACION DE LA UNION****ARTICULO 9****CONGRESOS**

1. Los Congresos se reunirán, a más tardar, dos años después de la celebración de cada Congreso Postal Universal, con el fin de revisar o completar, si hubiere lugar, las Actas de la Unión y tratar cuantos asuntos de interés para la Unión juzgaren necesario.

2. Cada país miembro se hará representar en los Congresos por uno o varios delegados plenipotenciarios. Podrá así mismo, hacerse representar por la delegación de otro país miembro. La delegación de un país no podrá representar más de dos países incluido el suyo propio.

3. Cada país tendrá un solo voto.

4. Cada Congreso fijará el lugar en que deba realizarse el Congreso siguiente. Todos los países miembros deberán ser convocados, directamente o por intermedio de un tercer país, por el Gobierno del país en el que el Congreso deba tener lugar, previa inteligencia con la Oficina Internacional de la Unión. Dicho

Gobierno se encargará de notificar a todos los Gobiernos de los países miembros las resoluciones adoptadas por el Congreso.

5. Las deliberaciones se regirán por el Reglamento aprobado por el Congreso anterior, sin perjuicio de las modificaciones que durante su curso puedan introducirse.

6. La fecha final para la presentación de proposiciones para los Congresos, será cuatro meses antes de la fecha de apertura del Congreso, como lo indique la marca postal del país remitente.

7. Las proposiciones que hayan de ser sometidas a la deliberación de cada Congreso, serán publicadas y distribuidas por la Oficina Internacional, a todas las Administraciones, tres meses antes de la fecha señalada para el comienzo de las Sesiones.

8. Las proposiciones enviadas, después del plazo indicado en el párrafo 6, no se tomarán en consideración, a menos que respondan a circunstancias imprevistas y debidamente justificadas y que estén apoyadas por otras dos Administraciones.

9. Se exceptúan las proposiciones de tipo redaccional, las cuales deberán ostentar en el encabezamiento, la letra "R" y pasarán a la Comisión de Redacción del Congreso.

#### ARTICULO 10

##### REUNIONES EXTRAORDINARIAS

Si el intervalo entre dos Congresos Postales Universales se extendiere más allá de cinco años, o si 2/3 de los países miembros lo solicitaren podrá concertarse, por intermedio de la Oficina Internacional de la Unión y por unanimidad de votos, una reunión eventual.

#### ARTICULO 11

##### CONFERENCIAS

1. A iniciativa o con el consentimiento de 2/3 de los países miembros, podrán celebrarse conferencias para el examen de cuestiones técnicas o administrativas.

2. El lugar de reunión de la Conferencia será fijado por las Administraciones Postales que hayan tomado la iniciativa, de acuerdo con la Oficina Internacional de la Unión. La Administración del país sede de la Conferencia cursará las invitaciones correspondientes.

#### ARTICULO 12

##### CONFERENCIAS PREVIAS A LOS CONGRESOS POSTALES UNIVERSALES

Los delegados de los países miembros de la Unión Postal de las Américas y España ante los Congresos Postales Universales, deberán reunirse en la ciudad designada como sede de éstos,

quince días antes de la fecha de inauguración de los mismos, para celebrar una conferencia en la que se determinen los procedimientos de acción conjunta a seguir.

#### ARTICULO 13

##### OFICINA INTERNACIONAL DE LA UNION

Con el nombre de Oficina Internacional de la Unión Postal de las Américas y España funciona, en la sede de la Unión, bajo la alta inspección del Ministerio correspondiente al ramo de correos de la República Oriental del Uruguay, una Oficina central que actúa como órgano de estudio, relación, información, consulta, asesoramiento y asistencia técnica de las Administraciones de los países miembros. En el caso en que la Dirección General de Correos recobre su autonomía administrativa, la alta inspección pasará a la misma.

#### ARTICULO 14

##### OFICINA INTERNACIONAL DE TRANSBORDOS

1. Funciona en la República de Panamá, con el nombre de Oficina Internacional de Transbordos, una Oficina a la cual corresponde recibir y reexpedir los despachos postales originarios de las Administraciones de los países miembros y que transitando por el Istmo den lugar a operaciones de transbordo.

2. Todos los despachos cerrados de los países miembros que deban ser transbordados en el Istmo de Panamá, serán manejados por la Oficina, con la excepción de los despachos provenientes de Administraciones que tengan servicios propios de acuerdo con convenios bilaterales firmados con la República de Panamá.

3. La organización y funcionamiento de la Oficina Internacional de Transbordos quedan sometidos a la vigilancia y fiscalización de la Dirección General de Correos y Telecomunicaciones de Panamá y de la Oficina Internacional de la Unión, a la cual incumbe, además, actuar como mediadora y asesora en cualquier situación que surja entre la Administración Postal de Panamá y las Administraciones Postales de los países miembros que efectúen operaciones de transbordo en el Istmo.

#### ARTICULO 15

##### GASTOS DE LA UNION

1. Los gastos de la Unión se clasifican en gastos ordinarios y gastos extraordinarios.

2. Consideranese gastos extraordinarios los que resulten de trabajos especiales confiados a la Oficina Internacional, los motivados por la reunión de un congreso, de una conferencia, de

una comisión, o reunión relacionados con el servicio postal internacional de la Unión o de la Unión Postal Universal.

3. Los gastos ordinarios y los extraordinarios serán sufragados en común por todos los países miembros de la Unión.

4. Estos son clasificados, a este efecto, en tres categorías, cada una de las cuales contribuye al pago de los gastos en la proporción siguiente:

1 <sup>a</sup> categoría . . . . .	8 unidades
2 <sup>a</sup> " . . . . .	4 " ; y
3 <sup>a</sup> " . . . . .	2 "

5. En caso de nueva adhesión, el Gobierno de la República Oriental del Uruguay, de común acuerdo con la Oficina Internacional y el Gobierno del país interesado, determinará el grupo en el cual debe ser aquél incluido, a los efectos del reparto de los gastos de la Oficina Internacional.

6. Tres meses antes del fin de cada año la Oficina Internacional de la Unión, hará un presupuesto cubriendo los gastos generales y los gastos extraordinarios de la Oficina y presentará tales presupuestos a los países miembros. Este presupuesto será autorizado por las 3/4 partes del total de las "Unidades" que están asignadas a los países miembros y regirá desde el 1º de enero al 31 de diciembre del año siguiente. Los países miembros que no hubieren contestado en el plazo de dos meses, serán considerados como habiéndolo aceptado.

7. Los gastos que demande el sostenimiento de la Oficina Internacional de Transbordos estarán a cargo de los países miembros, repartidos aquéllos proporcionalmente al número de valijas propias que intercambien por su mediación.

### Capítulo III

#### ACTAS DE LA UNION

##### ARTICULO 16

###### CONVENIO Y ACUERDOS DE LA UNION

1. El Convenio es el acta constitutiva de la Unión.
2. Las disposiciones del Convenio regulan en todo lo previsto, los servicios relativos a objetos de correspondencia.
3. Los demás servicios se regirán por los Acuerdos de la Unión, por los que sobre el particular firmaren entre sí los países o, en su defecto, por los de la Unión Postal Universal.

##### ARTICULO 17

###### PARTICIPACION EN LOS ACUERDOS

Los países miembros tienen derecho a dejar de participar en uno o varios Acuerdos, en las condiciones estipuladas en el Artículo 8 de este Convenio.

**ARTICULO 18****REGLAMENTO DE EJECUCION**

Las medidas de orden y de detalle necesarias para la ejecución del Convenio y de los Acuerdos son determinadas en los Reglamentos de Ejecución de los mismos.

**ARTICULO 19****VOTOS**

Por cuanto los votos carecen de fuerza obligatoria, las Administraciones que los hagan efectivos están en la obligación de comunicarlo a las demás por intermedio de la Oficina Internacional de la Unión.

**ARTICULO 20****RATIFICACION**

1. Las Actas adoptadas por un Congreso serán ratificadas en el más breve plazo posible por la vía diplomática ante el Gobierno del país sede del Congreso. Del depósito de la ratificación se levantará el Acta correspondiente cuya copia remitirá este mismo Gobierno, por la vía diplomática, a los de los demás países signatarios.

2. Las Actas serán puestas en ejecución simultáneamente y tendrán la misma duración.

3. A partir de la fecha fijada para que entren en vigencia las Actas adoptadas por un Congreso, todas las del Congreso precedente quedarán derogadas.

4. En el caso en el cual una o varias de las Actas no fueron ratificadas por uno o varios de los países miembros, aquéllas no dejarán de ser válidas para los que las hayan ratificado.

5. Los países miembros podrán ratificar las Actas provisionalmente, por correspondencia, dando aviso de ello a la Oficina Internacional de la Unión, sin perjuicio de que, según la legislación de cada país su aprobación sea confirmada por la vía diplomática.

**Capítulo IV****MODIFICACION O INTERPRETACION DE LAS ACTAS****ARTICULO 21****PROPOSICIONES DURANTE EL INTERVALO  
DE LAS REUNIONES**

1. Las Actas de la Unión podrán ser modificadas en el intervalo de los Congresos, siguiendo el procedimiento establecido en el Convenio de la Unión Postal Universal.

2. Para que las proposiciones tengan fuerza ejecutiva, deberán obtener:

- a) La unanimidad de votos si se trata de la modificación de las disposiciones de los artículos 1 al 18, 20 al 23, 26, 29, 32, 34 al 36, 39 al 42, 48 y 49 del Convenio, y de los artículos 106, 109, 114 y 116 de su Reglamento de Ejecución;
- b) Los dos tercios de los votos si se trata de la modificación de fondo de disposiciones distintas de las mencionadas en el apartado a);
- c) La mayoría de votos si se trata:
  - 1º De modificaciones de orden redaccional de las disposiciones del Convenio y de su Reglamento distintas de las mencionadas en el apartado a);
  - 2º De interpretación de las disposiciones del Convenio, del Protocolo final y de su Reglamento, salvo el caso de disentimiento que haya de someterse al arbitraje previsto en el Artículo 26.
  - 3º Los Acuerdos fijan las condiciones a las cuales está subordinada la aprobación de las proposiciones que a ellos se refieren.

## Capítulo V

### LEGISLACION Y REGLAS SUBSIDIARIAS

#### ARTICULO 22

##### APLICACION DE LA LEGISLACION POSTAL UNIVERSAL

Todos los asuntos que se relacionen con la ejecución del servicio postal y que no estén previstos en las Actas de la Unión, se sujetarán a las disposiciones de las Actas de la Unión Postal Universal en vigencia.

#### ARTICULO 23

##### LEGISLACION INTERNA Y ARREGLOS ESPECIALES

La legislación interior de los países miembros se aplicará en todo aquello que no haya sido previsto expresamente en las Actas de la Unión o en la legislación postal universal. Sin embargo, en este caso, las Administraciones podrán adoptar entre sí las resoluciones que estimen convenientes por medio de correspondencia o, si fuere necesario, ajustando un Acuerdo especial.

#### ARTICULO 24

##### SERVICIOS ESPECIALES

Los países miembros podrán, sobre la base de acuerdos especiales o por correspondencia, hacer extensivos a los demás países miem-

bros los servicios postales que presten o puedan, en lo futuro, establecer en el interior de sus respectivos países.

#### ARTICULO 25

##### MODIFICACIONES Y ENMIENDAS

Las modificaciones o resoluciones adoptadas por los países miembros, aún aquellas de orden interno que afecten al servicio internacional, tendrán fuerza ejecutiva tres meses después de la fecha en que se comunicaren por la Oficina Internacional de la Unión.

#### Capítulo VI

##### DEL ARBITRAJE

#### ARTICULO 26

##### ARBITRAJES

Todo conflicto o desacuerdo que se suscite en las relaciones postales de los países miembros será resuelto por juicio arbitral, que se tramitará en forma semejante a la dispuesta por el Convenio vigente de la Unión Postal Universal. La designación de árbitros deberá recaer en los países signatarios y, llegado el caso, con intervención de la Oficina Internacional de la Unión.

#### Capítulo VII

##### FUNCIONARIOS POSTALES

#### ARTICULO 27

##### PROTECCION E INTERCAMBIO DE FUNCIONARIOS

1. Las Administraciones de los países miembros proporcionarán toda clase de facilidades a los funcionarios que una de dichas Administraciones acuerde enviar a cualquier otra para llevar a cabo estudios acerca del desarrollo y perfeccionamiento de los servicios postales.

2. Las Administraciones, por intermedio de la Oficina Internacional de la Unión, se pondrán de acuerdo para efectuar entre ellas el intercambio de funcionarios. No obstante lo establecido precedentemente, las Administraciones podrán también acordar el envío de funcionarios, con fines de aprendizaje o de instrucción sin que para ello sea indispensable el intercambio de éstos.

3. Una vez convenidos entre dos o más Administraciones el intercambio o envío unilateral de funcionarios previstos en los párrafos anteriores, acordarán aquellos la forma en que deban sufragarse los gastos correspondientes y, cuando lo consideren necesario a iniciativa y por intermedio de la Oficina Internacional de la Unión.

**ARTICULO 28****COLABORACION CON LA OFICINA INTERNACIONAL DE LA UNION**

Las Administraciones de los países miembros podrán enviar, por el tiempo indispensable y con cargo a los gastos extraordinarios de la Oficina, funcionarios técnicos para colaborar en la realización de trabajos especiales, a la Oficina Internacional de la Unión, cuando ésta lo requiera en casos notoriamente justificados.

**Capítulo VIII****REUNIONES POSTALES UNIVERSALES****ARTICULO 29****UNIDAD DE ACCION**

Los países miembros se obligan a dar instrucciones a sus Delegados ante los Congresos Postales Universales y ante las demás reuniones organizadas por la Unión Postal Universal para que sostengan, unánime y firmemente, todos los principios establecidos en la Unión Postal de las Américas y España.

**ARTICULO 30****PROPOSICIONES PARA LOS CONGRESOS**

Todos los países miembros comunicarán a la Oficina Internacional de la Unión al mismo tiempo que lo hagan a la Oficina Internacional de la Unión Postal Universal, las proposiciones que formulen para los Congresos Postales Universales.

**ARTICULO 31****INTERCAMBIO DE OBSERVADORES**

1. La Unión podrá enviar observadores a los Congresos de la Unión Postal Universal.
2. Observadores de la Unión Postal Universal serán acogidos en los Congresos, Conferencias y Reuniones de la Unión.

**TITULO II****DISPOSICIONES DE ORDEN GENERAL****Capítulo I****REGLAS RELATIVAS A LOS SERVICIOS POSTALES INTERNACIONALES****ARTICULO 32****LIBERTAD DE TRANSITO**

1. La libertad de tránsito postal es garantizada por los países miembros en todo el territorio de la Unión con las limitaciones establecidas en el Convenio Postal Universal vigente.

2. Los países miembros se comprometen a cursar los envíos de los demás países por las vías y conductos más rápidos utilizables para sus propios envíos.

#### **ARTICULO 33**

##### **PROPIEDAD DE LOS OBJETOS DE CORRESPONDENCIA**

Los objetos de correspondencia pertenecen al remitente mientras tanto no sean entregados al destinatario, salvo disposición en contrario de la legislación interna de cualquier país miembro.

#### **ARTICULO 34**

##### **ATRIBUCION DE LAS TASAS**

Salvo los casos expresamente previstos por el Convenio y los Acuerdos, cada Administración guardará para sí por entero las tasas que hubiere percibido.

#### **ARTICULO 35**

##### **TASAS Y DERECHOS**

Las tasas y los derechos relativos a los diferentes servicios postales internacionales son los fijados en el Convenio y en los Acuerdos de la Unión, prohibiéndose percibir tasas, sobretasas y derechos postales que no hayan sido expresamente previstos en aquellas Actas.

#### **ARTICULO 36**

##### **MONEDA TIPO**

El franco oro tomado como unidad monetaria en las disposiciones del Convenio y los Acuerdos de la Unión, es el definido en el Convenio vigente de la Unión Postal Universal.

#### **ARTICULO 37**

##### **FORMULARIOS**

Es obligatorio el uso de los distintos formularios establecidos en el Convenio y los Acuerdos de la Unión y, en los demás casos, los que rigen en el orden de la Unión Postal Universal, salvo que las Administraciones interesadas hayan celebrado acuerdo sobre el particular.

#### **ARTICULO 38**

##### **COOPERACION PARA EL TRANSPORTE DE LA CORRESPONDENCIA EN TRANSITO**

Las Administraciones de los países miembros estarán obligadas a prestarse, entre sí, previa solicitud, la cooperación que necesiten

sus empleados encargados del transporte de correspondencia en tránsito por tales países.

#### ARTICULO 39

##### SELLOS DE CORREO

1. Las Administraciones están obligadas a enviar a la Oficina Internacional tres (3) ejemplares de los sellos postales, aeropostales y conmemorativos que emitan, así como las impresiones, tipo de sus máquinas franqueadoras, acompañados de la copia de la respectiva disposición de emisión.

2. Dicha Oficina organizará en la forma que juzgue más conveniente una exhibición permanente de los sellos arriba expresados y centralizará la información filatélica de nuestra Unión.

#### SEGUNDA PARTE

### DISPOSICIONES RELATIVAS A LOS OBJETOS DE CORRESPONDENCIA

#### Capítulo I

### DISPOSICIONES GENERALES

#### ARTICULO 40

##### OBJETOS DE CORRESPONDENCIA

La denominación de objetos de correspondencia se aplica a las cartas, tarjetas postales sencillas y con respuesta pagada, papeles de negocios, impresos, impresiones en relieve para el uso de los ciegos, muestras de mercaderías, pequeños paquetes y fonopostales.

#### ARTICULO 41

##### OBLIGATORIEDAD DEL SERVICIO

Es obligatoria la admisión, transmisión y recepción de los objetos de correspondencia. Sin embargo, el intercambio de pequeños paquetes y fonopostales quedará limitado a los países que convengan en realizarlo, ya sea en sus relaciones recíprocas o en una sola dirección.

#### ARTICULO 42

##### GRATUIDAD DE TRANSITO

1. La gratuidad de tránsito territorial es absoluta en el territorio de la Unión; en consecuencia los países miembros se obligan a transportar a través de sus territorios, sin cargo alguno para los países miembros, toda la correspondencia que éstos expidan con cualquier destino dentro de la Unión Postal de las Américas y España.

2. La gratuitad del tránsito marítimo será absoluta, únicamente, cuando el transporte se realice en buques de bandera o matrícula de algún país miembro, pero se limitará a los casos en que el puerto de embarque y el de desembarque pertenezcan a países miembros y cuando los envíos no vayan destinados a países extraños a la Unión.

3. Los países miembros no se limitarán al empleo exclusivo de buques pertenecientes a bandera o matrícula de países miembros, cuando pueda asegurarse el transporte marítimo de manera más rápida por buques de otras nacionalidades.

4. Cuando algún país miembro conceda a los buques, abanderados o matriculados en otro país miembro, "patente de privilegio postal", u otro análogo, que obligue al buque a transportar gratuitamente la correspondencia, la Administración postal del país otorgante lo notificará sin demora a aquella otra en que el buque esté abanderado o matriculado.

#### ARTICULO 43

##### TARIFAS

1. La tarifa de portes y derechos postales aplicable a los objetos de correspondencia del servicio interior de cada país, regirá en las relaciones de los países miembros, excepto cuando dicha tarifa interna o derechos postales sean superiores a los que se apliquen a la correspondencia destinada a los países de la Unión Postal Universal, en cuyo caso regirán estos últimos.

2. También regirá la tarifa internacional cuando se trate de servicios que no existan en el régimen interior.

#### ARTICULO 44

##### REDUCCION DE TARIFAS

Los objetos de correspondencia, a excepción de los pequeños paquetes, que intercambien las direcciones de las escuelas de los países de la Unión Postal, por intermedio de sus Directores, podrán gozar, siempre que exista reciprocidad, de una tarifa equivalente al 50 por ciento de la ordinaria, cuando su peso no exceda de un kilogramo y reúnan las demás condiciones que correspondan a su clasificación postal.

#### ARTICULO 45

##### FRANQUICIAS

1. Los países miembros convienen en conceder franquicia de porte en el servicio interno y en el servicio amérícoespañol:

a) A la correspondencia relativa al servicio postal que expidan las Administraciones de los países miembros y sus oficinas,

la Oficina Internacional de la Unión y la Oficina Internacional de Transbordos.

- b) A la correspondencia de los miembros del Cuerpo Diplomático de los países miembros.
- c) A la correspondencia oficial que los Cónsules y Vicecónsules en funciones remitan a sus respectivos países; a las que cambien entre sí; a la que dirijan a las autoridades del país en que estuvieren acreditados y a la que intercambien con sus respectivas Embajadas y Legaciones, siempre que exista reciprocidad.
- d) A la correspondencia oficial de las Comisiones Nacionales de Cooperación Intelectual constituidas bajo los auspicios de los Gobiernos, de acuerdo con Convenciones Panamericanas y Universales vigentes.
- e) A la correspondencia oficial de la Organización de los Estados Americanos.
- f) A los impresos que expidan los editores o autores con destino a las Oficinas de Información establecidas por las Administraciones de los países miembros, así como los que remitan gratuitamente a las bibliotecas y demás centros culturales nacionales, oficialmente reconocidos por los Gobiernos de los países miembros.
- g) A los impresos en relieve para uso de los ciegos y los objetos a ellos asimilados, como ser las cartas abiertas escritas en caracteres "Braille" o "Klein".
- h) A los objetos de correspondencia dirigidos a los prisioneros de guerra, a los beligerantes y civiles internados y a los objetos por ellos expedidos.

2. La correspondencia a que se refieren los incisos a), b) y c) del párrafo anterior podrá ser expedida con carácter certificado, exenta del pago del derecho respectivo, pero sin que haya lugar a indemnización alguna.

3. La correspondencia oficial de los Gobiernos Centrales de los países miembros que conforme a sus leyes interiores circule libre de porte en su régimen interno, se admitirá con igual franquicia en el país de destino sin ningún gravamen en el mismo, siempre que se observe una estricta reciprocidad.

4. El intercambio de correspondencia del Cuerpo Diplomático, entre las Secretarías de Estado de los respectivos países y sus Embajadas o Legaciones, tendrá el carácter de reciprocidad entre los países miembros y será efectuado al descubierto o por medio de valijas diplomáticas, gozando en ambos casos de franquicia y de todas las garantías de los envíos oficiales.

5. Salvo acuerdo en contrario, la franquicia que concede el presente artículo no alcanza a la sobretasa aérea ni a los servicios especiales existentes en el régimen de la Unión o en el interno de los países miembros. Tampoco es obligatoria para los envíos aéreos procedentes de países que usen las tasas combinadas.

#### ARTICULO 46

##### PESO Y DIMENSIONES

Los límites de peso y las dimensiones de los objetos de correspondencia se ajustarán a lo preceptuado en el Convenio de la Unión Postal Universal, con excepción de los impresos, cuyo peso podrá alcanzar a 5 kilogramos, o hasta 10 cuando se trate de obras de un solo volumen. Sin embargo, se aceptarán envíos con peso mayor de 5 y hasta 15 kilogramos, aún no tratándose de obras de un solo volumen, previo acuerdo entre las Administraciones interesadas.

#### ARTICULO 47

##### DEVOLUCION DE OBJETOS REZAGADOS

Facultativamente se establece que los envíos no entregados a los destinatarios por cualquier circunstancia, serán devueltos a origen exentos de pago de derecho alguno, tanto de los de Aduana como de los postales.

#### Capítulo II

##### ENVIOS CERTIFICADOS

#### ARTICULO 48

##### DERECHO DE CERTIFICACION

Los objetos a que se refiere el Artículo 40, podrán ser expedidos con el carácter de certificados, mediante el pago de un derecho igual al establecido para el servicio interno del país de origen, salvo que fuere más elevado que el que se aplique según el Convenio de la Unión Postal Universal, en cuyo caso regirá este último.

#### ARTICULO 49

##### RESPONSABILIDAD

En caso de responsabilidad de las Administraciones postales de los países miembros por la pérdida de un envío certificado, el remitente tendrá derecho a una indemnización de 10 francos oro o su equivalencia en la moneda del país que deba hacerla efectiva, pudiendo no obstante, reclamar una indemnización menor.

## Capítulo III

### TRANSPORTE AEREO DE LOS ENVIOS POSTALES

#### ARTICULO 50

##### FRANQUEO DE LA CORRESPONDENCIA AEREA

Además de los procedimientos de franqueo de la correspondencia aérea, establecidos en la legislación postal Universal, los países miembros podrán adoptar el procedimiento de tasas aéreas combinadas, compuestas de una cuota parte postal correspondiente al franqueo ordinario y de una cuota parte aérea correspondiente al costo del transporte aéreo.

#### ARTICULO 51

##### UNIDAD DE PESO

1. Para la aplicación de las tasas de franqueo del servicio aéreo, se fija como unidad de peso para la correspondencia aérea con sobretasa o tasa aérea combinada, la de cinco gramos o múltiplos de cinco gramos.

2. Sin embargo, los países miembros que no tengan establecido el sistema métrico decimal podrán adoptar su equivalencia conforme al sistema de pesos que tengan en vigor en su servicio postal interno.

#### ARTICULO 52

##### CALCULO DE LAS REMUNERACIONES DE LAS VALIJAS DIPLOMATICAS

A los efectos del cálculo de las remuneraciones del transporte por vía aérea, las valijas diplomáticas se considerarán como correspondencia de la clase AO, salvo en los casos que los países miembros tengan acuerdos al respecto.

#### ARTICULO 53

##### TRATAMIENTO PREFERENTE POR EVENTUALIDADES

1. La correspondencia del servicio aéreo internacional recibirá tratamiento preferente en su curso y entrega en el país de destino, cuando por circunstancias eventuales o de fuerza mayor no pueda conducirse en dicho país en los aviones por los que normalmente debiera ser remitida.

2. Cuando por fuerza mayor los aviones no puedan aterrizar en el país de destino los despachos de cualquier origen serán enviados a uno de los países inmediatos que más garantías presten para su curso, por las vías más rápidas que éste tenga disponibles.

**TERCERA PARTE**  
**DISPOSICIONES FINALES**

**ARTICULO 54**

**ENTRADA EN VIGENCIA Y DURACION DEL CONVENIO**

El presente Convenio empezará a regir el día 1º de marzo del año 1956 y quedará en vigencia, sin limitación de tiempo, quedando derogadas a partir de esta fecha, las estipulaciones del Convenio Postal de las Américas y España y del acuerdo Relativo al Transporte Aéreo de los Envíos Postales, suscritos en Madrid, España, el 9 de noviembre de 1950.

En fé de lo resuelto los Plenipotenciarios de los Gobiernos de los países arriba citados suscriben el presente Convenio en la ciudad de Bogotá, capital de la República de Colombia, a los nueve días del mes de noviembre del año mil novecientos cincuenta y cinco.

## Por ARGENTINA



Miguel Angel ESPECHE

## Por BOLIVIA



Armando ARCE

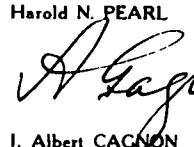
## Por CANADA



Walter J. TURMBULL



Harold N. PEARL



J. Albert CAGNON

## Por COLOMBIA



Cesar Augusto BERRO MUROZ



Luis MATAMOROS



Carlos ALBORNOZ R.

*José Murillo C.*  
José J. MURILLO C.

*F. Carrizosa*  
Fernando CARRIZOSA

*J. Méndez Calvo*  
Jorge MENDEZ CALVO

*A. Bayona*  
Antonio BAYONA

*A. Cortazar*  
Antonio CORTAZAR

*J. Cabrera S.*  
Jaime CABRERA S.

*G. Pardo Currea*  
Guillermo PARDO CURREA

*G. Jaramillo U.*  
Guillermo JARAMILLO U.

*G. Rojas Bueno*  
Gerardo ROJAS BUENO

*J. Veracara*  
José Ramón VERCARA

*11.4.1960*  
Manuel G. VEGA O. exp.-  
*A. L. M. C.*  
Antonio Luis MC CAUSLAND

*Alberto Sanchez de Iriarte*  
Alberto SANCHEZ DE IRIARTE

*F. Larsen*  
Federico LARSEN

*Gustavo Cheverri-G*  
Gustavo ECHEVERRI

Por COSTA RICA

*Alvaro Fernandez Escalante*  
Alvaro FERNANDEZ ESCALANTE

Por CUBA

*Oscar Sicarron Gutierrez*  
Oscar SICARRON GUTIERREZ

*E. Miranda*  
Eduardo MIRANDA CARBAJALOSA

Por CHILE

*Luis Carvajal*  
Luis CARVAJAL CRUZAT

Por ECUADOR

  
Modesto PONCE MARTINEZ

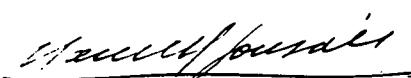
Por EL SALVADOR

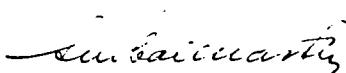
  
Miguel Angel BUITRAGO

  
Anastasio Antonio ANDRADE

Por ESPAÑA

  
Germán BARAIBAR USANDIZAGA

  
Manuel GONZALEZ Y GONZALEZ

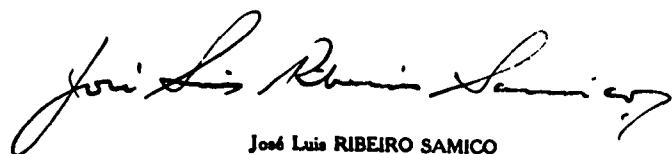
  
Aníbal MARTÍN GARCIA

Por ESTADOS UNIDOS DE AMERICA

  
Greever ALLAN

Por ESTADOS UNIDOS DEL BRASIL

  
Roberto COMES TARLE FILHO



José Luis Ribeiro Samico

José Luis RIBEIRO SAMICO

## Por GUATEMALA



Oscar Armando CRUZ S.



Cristóbal REYES M.



Pedro URRUTIA



Max CEBALLOS

## Por HAITI



Werner APOLLON

## Por HONDURAS



Octavio CACERES LARA

Por MEXICO

*Lauro Ramirez*  
Lauro Francisco RAMIREZ UMARA

Por NICARAGUA

*Gilberto Lacayo Bermudez*  
Gilberto LACAYO BERMUDEZ

Por PANAMA

Francisco RUIZ

Por PARAGUAY

*Bernardo Galeano*  
Bernardo CALEANO

*Raimundo D. Dominguez*  
Raimundo D. DOMINGUEZ

*Alfonso A. Dos Santos*  
Alfonso A. DOS SANTOS

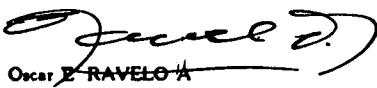
Por PERU

*Miguel Bakula P.*  
Miguel BAKULA P.

Por REPUBLICA DOMINICANA



Federico LLAVERIAS



Oscar RAVELO A

Por REPUBLICA DE VENEZUELA



Francisco VELEZ SALAS



Oscar MISER

Por URUGUAY

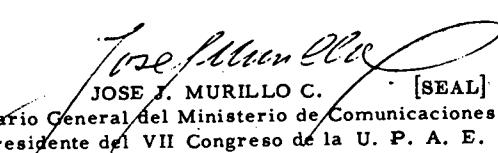


José Pedro HEGUY-VELAZCO



Lisandro CUNHA

Es fiel copia,



JOSE J. MURILLO C. [SEAL]  
Secretario General del Ministerio de Comunicaciones  
Vicepresidente del VII Congreso de la U. P. A. E.

## UNION POSTAL DE LAS AMERICAS Y ESPAÑA

### PROTOCOLO FINAL DEL CONVENIO

En el momento de firmar el Convenio celebrado por el VII Congreso de la Unión Postal de las Américas y España, los Plenipotenciarios que suscriben han convenido lo siguiente:

#### I

##### EXCEPCION A LA FRANQUICIA POSTAL EN FAVOR DE LAS IMPRESIONES EN RELIEVE PARA USO DE LOS CIEGOS

Por derogación a lo dispuesto en el párrafo g) del artículo 45 del Convenio, los países miembros que no concedan en su servicio interior la franquicia postal a las impresiones en relieve para uso de los ciegos, tendrán la facultad de percibir la tasa establecida en su servicio interior.

### PROTOCOLO FINAL DEL CONVENIO

#### II

Canadá y Estados Unidos de América formulan una reserva al Artículo 4, "Privilegios e Inmunidades", ya que no pueden cumplir sus estipulaciones.

#### III

Estados Unidos de América formula una reserva al Artículo 42, "Gratuidad del Tránsito", ya que no puede cumplir sus estipulaciones.

#### IV

Chile, Estados Unidos del Brasil y Perú dejan expresa constancia de que no aceptan la reserva formulada por Estados Unidos de América al Artículo 42, "Gratuidad del Tránsito".

#### V

Ecuador y Estados Unidos de América formulan una reserva al Artículo 43, "Tarifas", ya que no pueden cumplir sus estipulaciones.

## VI

Argentina, Costa Rica, Chile, Estados Unidos del Brasil, Honduras, Perú y Uruguay, formulan una reserva al Artículo 43, "Tarifas", en el sentido de dejar a salvo a sus Gobiernos la facultad de aplicar o no, según lo consideren conveniente, las tarifas del servicio interior, a los países que formulen reservas al Artículo 42, "Gratuidad del Tránsito".

## VII

[<sup>1</sup>] Canadá formula una reserva al Artículo 45 "Franquicias", en el sentido de que no puede cumplir sus estipulaciones.  
párrafo 3 del mismo Artículo.

## VIII

Ecuador formula una reserva al Artículo 45 "Franquicias", en el sentido de que no pueden cumplir sus estipulaciones.

Bogotá, capital de la República de Colombia a los nueve días del mes de noviembre del año de mil novecientos cincuenta y cinco.

---

<sup>1</sup> Should read: "Canadá formula una reserva al Artículo 45 'Franquicias', en el sentido de que no puede aceptar los incisos d), e) y f) del párrafo 1 y el párrafo 3 del mismo Artículo." [Footnote by the Post Office Department.]

Por ARGENTINA

  
Miguel Angel ESPECHE

Por BOLIVIA



Armando ARCE

Por CANADA

  
Walter J. TURNBULL

Harold N. PEARL

J. Albert CACNON

Por COLOMBIA

  
Gustavo BERRIO MUÑOZ  
  
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*Gerardo Rojas Bueno*  
Gerardo ROJAS BUENO

*José Ramón Vergara*  
José Ramón VERGARA

*M. G. VEGA O.*  
Manuel G. VEGA O.  
*R. L. S.*  
Antonio Luis MC CRAUSLAND

*Alberto Sanchez de Iriarte*  
Alberto SÁNCHEZ DE IRIARTE

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Eduardo MIRANDA CARBALLOSA

Por CHILE

*Luis Carvajal Ornat*  
Luis CARVAJAL ORNAT

Por ECUADOR



Modesto Ponce Martinez  
Modesto PONCE MARTINEZ

Por EL SALVADOR



Miguel Angel BUITRACO  
Miguel Angel BUITRACO

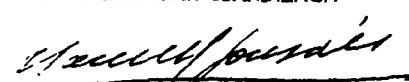


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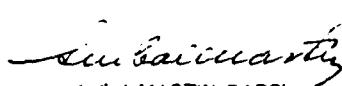
Por ESPAÑA



Germán BARAIBAR USANDIZAGA  
Germán BARAIBAR USANDIZAGA



Manuel Gonzalez y Gonzalez  
Manuel GONZALEZ Y GONZALEZ



Aníbal Martín García  
Aníbal MARTIN GARCIA

Por ESTADOS UNIDOS DE AMERICA

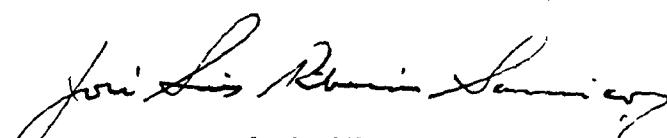


Creever Allan  
Creever ALLAN

Por ESTADOS UNIDOS DEL BRASIL



Roberto Comes Tarle Filho  
Roberto COMES TARLE FILHO



José Luis Ribeiro Samico

José Luis RIBEIRO SAMICO

Por GUATEMALA



Oscar Armando CRUZ S.

Oscar Armando CRUZ S.



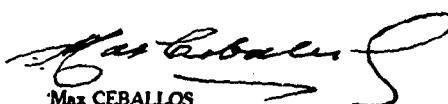
Cristóbal REYES M.

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Pedro URRUTIA

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Max CEBALLOS

Max CEBALLOS

Por HAITI



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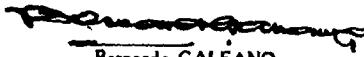


Gilberto LACAYO BERMUDEZ

Por PANAMA

Francisco RUIZ

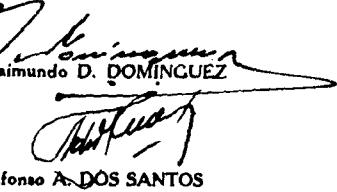
Por PARAGUAY



Bernardo CALEANO

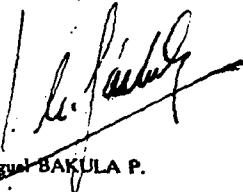


Raimundo D. DOMINGUEZ



Alfonso A. DOS SANTOS

Por PERU

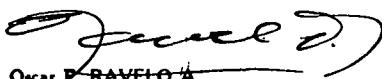


Miguel BAKULA P.

Por REPUBLICA DOMINICANA



Federico LLAVERIAS



Oscar E. RAVELO A.

Por REPUBLICA DE VENEZUELA



Francisco VELEZ SALAS



Oscar MIREL

Por URUGUAY



José Pedro HEGUY VELAZCO



Leandro CHAVARRIZO

Es fiel copia,

JOSE J. MURILLO C. [SEAL]

Secretario General del Ministerio de Comunicaciones  
Vicepresidente del VII Congreso de la U. P. A. E.

## UNION POSTAL DE LAS AMERICAS Y ESPAÑA

### REGLAMENTO DE EJECUCION DEL CONVENIO DE LA UNION POSTAL DE LAS AMERICAS Y ESPAÑA

Celebrado entre:

Argentina, Bolivia, Canadá, Colombia, Costa Rica, Cuba, Chile, Ecuador, El Salvador, España, Estados Unidos de América, Estados Unidos del Brasil, Guatemala, Haití, Honduras, México, Nicaragua, Panamá, Paraguay, Perú, República Dominicana, República de Venezuela y Uruguay.

Los infrascritos, en nombre de las Administraciones que representan, han aprobado las siguientes reglas para asegurar la ejecución del Convenio precedente:

### PRIMERA PARTE DISPOSICIONES GENERALES

#### Capítulo I

#### OFICINA INTERNACIONAL DE LA UNION

##### ARTICULO 101

###### ATRIBUCIONES DE LA OFICINA

La Oficina Internacional de la Unión se encargará:

- a) De reunir, coordinar, publicar y distribuir los datos de toda clase que interesen especialmente al servicio postal américoespañol.
- b) De prestar asesoramiento y asistencia técnica a las Administraciones de los países miembros que lo soliciten.
- c) De servir de intermediaria para las notificaciones regulares y generales que interesen exclusivamente a las Administraciones postales de los países miembros.
- d) De hacer conocer a las Administraciones cuantos informes especiales requieran sobre asuntos relativos al servicio postal américoespañol.

- e) De emitir, a petición expresa de las partes interesadas, su opinión sobre cuestiones litigiosas.
- f) De emitir, por propia iniciativa, o a petición de cualesquiera de las Administraciones de los países miembros, su opinión en todos los asuntos de orden postal que afecten o tengan relación con los intereses generales de la Unión.
- g) De dar curso a las peticiones de modificación o interpretación de las Actas de la Unión, notificando los cambios que fueren adoptados.
- h) De dirigir una circular especial cuando una Administración solicite la publicación de algún cambio en sus servicios.
- i) De sugerir proposiciones, a ser posible con seis meses de antelación a su fecha, para los Congresos y Conferencias de la Unión en lo relativo a la organización y dotación de la Oficina, y a cuanto se relacione con la mayor eficiencia de aquélla, informando de su gestión desde el último Congreso.
- j) De informar sobre los resultados que se obtengan de las disposiciones y medidas reglamentarias de importancia que las Administraciones adopten en su servicio interno.
- k) De formular el resumen de la estadística postal amérícoespañola, de acuerdo con los datos que le comunique anualmente cada Administración, para lo cual remitirá a las Administraciones un formulario con el requerimiento completo y detallado de los datos estadísticos postales, de conformidad a un plan científico y racional.
- l) De formar un cuadro en que figuren los servicios marítimos dependientes de los países miembros que puedan ser utilizados gratuitamente para el transporte de su correspondencia, en las condiciones marcadas por el artículo 42 del Convenio.
- ll) De publicar la tarifa de portes del servicio interior de cada uno de los países miembros, con las respectivas equivalencias en francos oro.
- m) De redactar y distribuir anualmente una Memoria de los trabajos que realice.
- n) De llevar a cabo los estudios y trabajos que se le pidan, en interés de los países miembros y con relación a la obra de vinculación social, económica y artística, para cuyo efecto estará a disposición de dichos países, a fin de facilitarles cuantos informes especiales requieran sobre asuntos relativos al servicio postal amérícoespañol.
- ñ) De intervenir y colaborar en la organización y realización de los Congresos, Reuniones y Conferencias de la Unión.

- o) De organizar las Conferencias previas a los Congresos postales universales invitando con la debida anticipación a los países miembros.
- p) De distribuir las proposiciones que reciba para los Congresos, Reuniones y Conferencias de la Unión y para los Congresos postales universales.
- q) De distribuir, entre las Administraciones las leyes y reglamentos postales de cada una.
- r) De organizar una sección filatélica, de acuerdo a lo dispuesto por el párrafo 2º del artículo 39 del Convenio.
- s) De intervenir a título de administración compensadora en la liquidación de cuentas postales, a petición de las Administraciones interesadas.
- t) De confeccionar y distribuir la insignia postal internacional de la Unión consistente en un distintivo para uso personal de los funcionarios de las Administraciones.
- u) De publicar una recopilación oficial de todas las informaciones relativas a la ejecución de las Actas de la Unión, que interesen especialmente al servicio postal américaespañol.
- v) De publicar los Documentos de los Congresos, Reuniones o Conferencias de la Unión, así como también un resumen alfabético y metódicos de ellos, en hojas volantes, en el cual se incluirá un pequeño extracto de los orígenes de cada disposición.
- w) De publicar una edición anotada de las Actas de la Unión y con remisiones a los textos correspondientes de la Unión Postal Universal.
- x) De publicar una resumen mensual de las circulares de la Oficina Internacional de la Unión Postal Universal que interesen al servicio postal de la Unión.
- y) De traducir al castellano y publicar las Actas de la Unión Postal Universal y las Actas anotadas por la Oficina Internacional de la Unión Postal Universal. A pedido y de acuerdo entre las Administraciones y la Oficina Internacional de la Unión, ésta realizará la traducción en otros idiomas, a cargo de los países miembros interesados.

#### ARTICULO 102

##### ATRIBUCIONES DEL DIRECTOR

1. El Director de la Oficina Internacional de la Unión, con el personal de la misma que considere necesario, concurrirá a los Congresos, Reuniones y Conferencias de la Unión, pudiendo tomar parte en las discusiones sin derecho a voto.

2. El Director, con el personal de la Oficina que considere necesario, podrá concurrir en carácter de observador y de conformidad a lo dispuesto por el Convenio de la Unión Postal Universal vigente, a las reuniones de la Unión Postal Universal, donde se debatan problemas que puedan afectar los intereses generales de la Unión.

3. El Director consultará con los representantes de las líneas aéreas de los países miembros o con un Comité representando a las mismas, con el objeto de discutir aquellos puntos que puedan facilitar el servicio postal por la vía aérea.

4. Las Administraciones someterán a la Oficina Internacional las propuestas referentes a los temas que deban ser objeto de aquellas conversaciones o reuniones.

5. La sede de estas reuniones se establecerá por la Oficina Internacional de común acuerdo con los representantes de las líneas aéreas.

6. La Oficina Internacional distribuirá los resultados obtenidos entre todos los países miembros.

#### ARTICULO 103

##### DOCUMENTOS E INFORMES QUE SE REMITIRAN A LA OFICINA INTERNACIONAL DE LA UNION

1. Las Administraciones de los países miembros deberán enviar regular y oportunamente, a la Oficina Internacional de la Unión:

- a) Todos los informes que solicite la propia Oficina Internacional para las publicaciones, memorias y demás asuntos de su competencia, en forma tal que permitan la ejecución de su cometido en el más breve plazo.
- b) La legislación postal y sus modificaciones sucesivas.
- c) La guía postal cada vez que sea editada.
- d) Los resultados de su estadística postal anual y del movimiento con los demás países miembros.
- e) El texto de las proposiciones que sometan a la consideración de los Congresos, Reuniones o Conferencias de la Unión o de los Congresos Postales Universales.
- f) Los datos de toda clase que interesen al servicio postal americano-español, cada vez que dicten alguna nueva disposición.
- g) 25 ejemplares de sus leyes y reglamentos postales.
- h) Un cuadro en que figuren detalladamente todos los servicios marítimos dependientes de los países miembros que puedan

ser utilizados gratuitamente por los demás para el transporte de su correspondencia.

- i) Las variaciones que se opèrent en su tarifa interna así como en las equivalencias, tan pronto como se produzcan.
  - j) Tres ejemplares de los sellos postales que emitan de acuerdo a lo dispuesto por el párrafo 2º del artículo 39 del Convenio.
  - k) Copias de los informes que emitan sobre organización de servicios, solicitados por la Comisión Ejecutiva y de Enlace o por la Oficina Internacional de la Unión Postal Universal.
2. Toda modificación ulterior será comunicada sin demora.
  3. Las Administraciones de los países miembros asimismo, informarán a la Oficina Internacional de la Unión, con tres meses de anticipación a la fecha de la celebración de cada Congreso, de las gestiones realizadas con el fin de hacer efectivos en sus respectivos países los votos y recomendaciones del último Congreso.

#### ARTICULO 104

##### DOCUMENTOS E INFORMES QUE SE REMITIRAN A LA OFICINA INTERNACIONAL DE LA UNION RELATIVOS AL SERVICIO AEREO

1. Las Administraciones de los países miembros a requerimiento de la Oficina Internacional de la Unión deberán enviar regular y oportunamente todos los datos e informaciones que, refiriéndose al servicio aéreo de la Unión, interesen a las demás Administraciones y especialmente:
  - a) Las sobretasas y tasas aéreas combinadas que hayan fijado de acuerdo con la equivalencia de su moneda respecto al franco oro y las unidades de peso que hubieren adoptado.
  - b) Las líneas aéreas que dependan directa o indirectamente de su Administración y que puedan utilizarse para el transporte de los envíos postales.
  - c) Los contratos que hayan celebrado para el transporte de la correspondencia aérea.
  - d) Las escalas que establezcan dentro de su territorio, así como las oficinas habilitadas para el tráfico de despachos cerrados.
  - e) Una nómina de las provincias, departamentos o localidades importantes de su país, por orden alfabético, que permita la correcta formación de los despachos.
2. Toda modificación ulterior de los informes a que se refiere el párrafo 1 deberá notificarse sin demora.

**ARTICULO 105****PUBLICACIONES**

1. La Oficina Internacional de la Unión distribuirá gratuitamente, entre las Administraciones postales de los países miembros y enviará a la Oficina Internacional de la Unión Postal Universal y a la Secretaría General de la Organización de los Estados Americanos, los documentos que publique, debiendo remitir a cada Administración el número de ejemplares que le corresponda, en proporción a las unidades con que contribuye. Los ejemplares supplementarios de los documentos que soliciten las Administraciones serán abonados por ellas a precio de coste.

2. Las publicaciones a que se refieren las letras w), x), y), del artículo 101 de este Reglamento de Ejecución serán suministradas a las Administraciones que las soliciten a precio de coste.

**ARTICULO 106****NOMBRAMIENTO Y REMOCION DE LOS FUNCIONARIOS**

1. El Director de la Oficina Internacional de la Unión será nombrado por el Gobierno de la República Oriental del Uruguay, previa consulta a los países miembros y entre los candidatos que éstos propongan.

2. El Subdirector-Secretario General, el Asesor Letrado, el Oficial de Secretaría, el Oficial Traductor y demás personal de la Oficina, serán nombrados a propuesta del Director de la Oficina Internacional, por la autoridad de alta vigilancia.

3. Dicho personal sólo podrá ser removido de sus cargos con intervención de la autoridad de alta vigilancia y con arreglo a los procedimientos que a tal efecto rijan para los empleados fijos del mismo organismo.

**ARTICULO 107****DERECHOS DE LOS FUNCIONARIOS**

1. Se fija en moneda nacional uruguaya, el sueldo mensual del Director de la Oficina Internacional de la Unión en 1.700 pesos; el del Subdirector-Secretario General, en 1.400 pesos; el del Asesor Letrado en 1.100 pesos; el del Oficial de Secretaría en 900 pesos; el del Oficial Traductor en 700 pesos; el de los Auxiliares en 500 pesos cada uno y el del Portero en 400 pesos.

2. Los funcionarios de la Oficina Internacional de la Unión tendrán derecho a asignaciones familiares, de acuerdo con las disposiciones vigentes en el Uruguay para los funcionarios del Ministerio del ramo de Correos. El pago de las asignaciones estará a cargo del presupuesto de la Oficina.

3. Las jubilaciones y pensiones del personal de la Oficina serán pagadas del fondo propio que para tal objeto tiene destinado la misma. En el caso de que dicho fondo fuese insuficiente, serán pagadas conforme a los párrafos 3) y 4) del artículo 15 del Convenio.

4. Las condiciones, montos y demás garantías de esas jubilaciones y pensiones se regirán por lo dispuesto en el Reglamento dictado por el Superior Gobierno del Uruguay, con fecha 20 de marzo de 1942 y en lo que no estuviere allí establecido, por lo dispuesto por las leyes sobre pasividades y beneficios de retiro vigentes en el Uruguay para los funcionarios públicos de la Administración central.

5. La Caja de Jubilaciones y Pensiones Civiles procederá a reformar de oficio las cédulas de los jubilados y pensionistas cuyas pasividades hayan sido liquidadas sobre la base de sueldos anteriores, cada vez que se produzca una modificación en los sueldos asignados al personal de la Oficina, considerada la categoría del cargo que desempeñaba el beneficiario o causahabiente en el momento de producida la pasividad, con una rebaja del 15% sobre el resultado así obtenido.

#### ARTICULO 108

##### INCOMPATIBILIDADES

Los funcionarios de la Oficina Internacional de la Unión, no podrán ejercer otras actividades lucrativas, sino mediante el asentimiento de la autoridad de alta vigilancia. Esta autorización no será acordada, si estas ocupaciones accesorias interfieren en el normal cumplimiento de sus obligaciones en la Oficina Internacional.

#### CAPITULO II

##### OFICINA INTERNACIONAL DE TRANSBORDOS

#### ARTICULO 109

##### NOMBRAMIENTO Y REMOCION DE LOS FUNCIONARIOS

1. El Director de la Oficina Internacional de Transbordos será nombrado por el Gobierno de la República de Panamá, previa consulta a los países miembros y entre los candidatos que éstos propongan.

2. El personal de la Oficina será designado por la Dirección de Correos y Telecomunicaciones de Panamá. Tendrá carácter inamovible, conforme a las disposiciones que al respecto establece el Reglamento de la Oficina.

**ARTICULO 110****JUBILACIONES Y PENSIONES**

El personal de la Oficina tendrá los mismos derechos y obligaciones que las leyes de la República de Panamá dispongan o hayan dispuesto sobre jubilaciones y pensiones y sean aplicables a los empleados de la Dirección de Correos y Telecomunicaciones.

**ARTICULO 111****FUNCIONAMIENTO DE LA OFICINA**

La Oficina Internacional de Transbordos funcionará de acuerdo con su Reglamento, el cual será revisado en cada Congreso por una Comisión compuesta por el Director de la Oficina Internacional de la Unión, por el Delegado de la República de Panamá y los Delegados de las Administraciones postales usuarias del servicio que quieran estar representadas en la misma.

**CAPITULO III****GASTOS DE LA UNION****ARTICULO 112****GASTOS DE LA OFICINA INTERNACIONAL DE LA UNION**

1. Los gastos ordinarios no podrán exceder de la cantidad de 110.000 pesos, moneda nacional uruguaya, por año, incluyéndose en dicha cantidad los aportes para la constitución de un fondo para jubilación del personal de la misma.

2. Los gastos extraordinarios serán fijados en cada ocasión, por el Ministerio del ramo de Correos de la República Oriental del Uruguay, de acuerdo con la Dirección de la Oficina Internacional de la Unión.

3. Los gastos que ocasionen la asistencia y asesoría técnica, que se indica en el artículo 13 del Convenio, serán sufragados por los solicitantes.

**ARTICULO 113****DISTRIBUCION DE LOS GASTOS**

1. A los efectos de la distribución de los gastos, los países quedarán repartidos de la manera siguiente:

1er. grupo: Argentina, Canadá, España, Estados Unidos de América, Estados Unidos del Brasil y Uruguay.

2º grupo: Colombia, Costa Rica, Cuba, Chile, México, Panamá, Perú y Repùblica de Venezuela.

3er. grupo: Bolivia, Ecuador, El Salvador, Guatemala, Haití, Honduras, Nicaragua, Paraguay y Repùblica Dominicana.

2. Los gastos de sostenimiento de la Oficina Internacional de Transbordos, incluidos los aportes destinados a la formación de un fondo jubilatorio para el personal de la misma, se repartirán de acuerdo a lo dispuesto por el artículo 15 párrafo 7 del Convenio.

#### ARTICULO 114

##### FISCALIZACION Y ANTICIPOS

1. El Ministerio del Ramo de Correos del Uruguay fiscalizará los gastos de la Oficina Internacional de la Unión y le hará los anticipos que ésta necesite.
2. Lo mismo hará la Dirección de Correos y Telecomunicaciones de Panamá con respecto a la Oficina Internacional de Transbordos.

#### ARTICULO 115

##### FORMULACION DE CUENTAS

El Ministerio del Ramo de Correos del Uruguay formulará anualmente la cuenta de los gastos de la Oficina Internacional de la Unión, y la Dirección de Correos y Telecomunicaciones de Panamá hará lo propio, trimestralmente, con respecto a los gastos de la Oficina Internacional de Transbordos.

#### ARTICULO 116

##### PAGO DE LOS ANTICIPOS

1. Las cantidades adelantadas por el Ministerio del Ramo de Correos del Uruguay y la Administración Postal de Panamá en concepto de anticipos, se abonarán por las Administraciones postales deudoras tan pronto como sea posible y, a más tardar, antes de seis meses a partir de la fecha en que el país interesado reciba la cuenta.
2. Despues de esa fecha, las cantidades adeudadas devengarán interés a razón de cinco por ciento al año, a contar del día de expiración de dicho plazo.
3. Los países miembros se comprometen a incluir en sus presupuestos una cantidad anual destinada a atender puntualmente el pago de las cuotas que les corresponda sufragar.

#### CAPITULO IV

##### ARREGLO DE CUENTAS

#### ARTICULO 117

##### COMPENSACION DE CUENTAS Y LIQUIDACION DE SALDOS

1. Sin perjuicio de las formas establecidas en la legislación postal universal, las Administraciones postales de los países

miembros podrán cancelar por vía de compensaciones los saldos deudores y acreedores relativos a los distintos servicios, inclusive al de Telecomunicaciones, si dependiera directa o indirectamente de las mismas, debiendo, en caso contrario, requerirse la previa conformidad.

2. En la oportunidad de disponerse un pago en cualesquiera de las formas establecidas, las Administraciones quedan obligadas a dar aviso de la cancelación que efectúan, suministrando la acreedora los informes relativos a la misma, debiendo esta última acusar recibo, y en caso de compensación de saldos, la debida conformidad, dentro del más breve plazo posible.

3. Todas las cuentas formuladas entre las Administraciones podrán ser compensadas anualmente por la Oficina Internacional de la Unión, debiendo los saldos deudores ser liquidados tan pronto como sea posible, dentro del plazo de tres meses de la fecha en que el país interesado reciba el balance.

## CAPITULO V

### ARTICULO 118

#### TARIFAS INTERNAS Y EQUIVALENCIAS

1. Las Administraciones fijarán las equivalencias en francos oro de sus tarifas internas o de las tarifas establecidas para el régimen américoespañol. Fijarán asimismo el coeficiente de conversión del franco oro en la moneda de su país.

2. Las equivalencias o sus cambios no estarán en vigor sino un día primero de mes y lo más pronto, quince días después de su notificación por la Oficina Internacional de la Unión, a la cual deberán las Administraciones interesadas efectuar las comunicaciones respectivas.

### ARTICULO 119

#### PLAZO DE CONSERVACION DE LOS DOCUMENTOS

Los documentos del servicio internacional deberán ser conservados durante el plazo mínimo de dos años a contar del día siguiente a la fecha de tales documentos. Los documentos relativos a un litigio o una reclamación deberán ser conservados hasta la liquidación del asunto.

### ARTICULO 120

#### DIRECCIONES TELEGRAFICAS

1. Las direcciones telegráficas para las comunicaciones de las Administraciones entre sí, serán las señaladas en el Reglamento de Ejecución del Convenio de la Unión Postal Universal.

2. La Dirección telegráfica de la Oficina Internacional de la Unión es: "Upae", Montevideo.

3. La Dirección telegráfica de la Oficina Internacional de Transbordos es: "Oitrans"-Panamá.

## SEGUNDA PARTE

### DISPOSICIONES RELATIVAS A LOS OBJETOS DE CORRESPONDENCIA

#### CAPITULO I

##### CONDICIONES DE ACEPTACION

###### ARTICULO 121

###### ENVIOS SUJETOS A INTERVENCION ADUANERA

1. Es obligatoria la aplicación de la etiqueta C 1, establecida en la legislación postal universal, cuando se trate de piezas de correspondencia cuyo contenido esté sujeto al pago de derechos aduaneros en el país de destino. El uso de la declaración C 2 es facultativo para los envíos precitados.

2. Sin embargo, para los envíos abiertos, excepto los pequeños paquetes, no es obligatorio el uso de una u otra de las fórmulas citadas en el párrafo anterior, sin perjuicio de la intervención de la Aduana del país de destino.

###### ARTICULO 122

###### CORRESPONDENCIA DIPLOMATICA Y CONSULAR

La correspondencia diplomática y consular deberá llevar las siguientes indicaciones: el nombre de la Embajada, Legación o Consulado remitente y la inscripción muy ostensible de "Correspondencia diplomática" o "Correspondencia consular", además de la declaración "Libre de Porte", que constará debajo de aquella inscripción. Estos envíos serán autenticados mediante la estampación del sello de la Embajada, Legación o Consulado.

###### ARTICULO 123

###### VALIJAS DIPLOMATICAS

1. Las valijas diplomáticas no podrán pesar más de 20 kilogramos, ni exceder de los siguientes límites de dimensiones: largo, ancho y alto, sumados, 140 centímetros, sin que la dimensión mayor exceda de 60 centímetros.

2. Las valijas diplomáticas estarán provistas de cerraduras, candados u otros medios de seguridad apropiados.

3. Estas valijas serán depositadas en la Oficina de Correos, en carácter de certificadas.

4. Las valijas diplomáticas serán preferentemente de color verde oscuro, para facilitar su correcto y rápido manejo.

## CAPITULO II

### INTERCAMBIO DE CORRESPONDENCIA

#### ARTICULO 124

##### INTERCAMBIO DE DESPACHOS

1. Las Administraciones de los países miembros podrán expedirse recíprocamente, por mediación de una o varias de ellas, tanto despachos cerrados como correspondencia al descubierto, en las condiciones fijadas en la legislación postal universal.

2. Las etiquetas de las sacas ostentarán siempre la mención del número del despacho a que pertenezcan, y cuando éste se componga de varias sacas, se hará constar en la etiqueta, además del número del despacho, el total de sacas de que se componga éste.

#### ARTICULO 125

##### TRANSMISION DE VALIJAS DIPLOMATICAS

1. Las valijas diplomáticas serán cursadas por las mismas vías que utilice la Administración expedidora para el envío de su correspondencia a la Administración de destino.

2. La Oficina de Cambio expedidora anotará en la columna "Observaciones" de la lista especial de certificados las palabras "Valija diplomática" y el número de éstas, si fueren varias.

3. Dicho envío será anunciado por medio de una nota consignada en la hoja de aviso del despacho que lo contenga.

#### ARTICULO 126

##### SACOS VACIOS

Los sacos utilizados por las Administraciones para el envío de la correspondencia se devolverán vacíos, por las Oficinas de cambio destinatarias a las de origen, en la forma prevista por la legislación postal universal. Sin embargo, las Administraciones podrán ponerse de acuerdo con el fin de utilizarlos para el envío de su propia correspondencia.

## CAPITULO III

### TRANSITO

#### ARTICULO 127

##### ESTADISTICA DE DERECHOS DE TRANSITO

Los despachos que se intercambien con arreglo a las prescripciones del artículo 42 del Convenio no serán incluidos en operaciones de estadística, por países intermediarios, excepto por

medio de acuerdos entre los países interesados. Las Administraciones de origen se ajustarán a las disposiciones de la legislación postal universal cuando los despachos estén dirigidos a países extraños a la Unión, o, aún cuando su destino sea un país miembro, si los despachos han de circular en tránsito por servicios terceros ajenos a la Unión.

#### ARTICULO 128

##### CUENTAS POR GASTOS DE TRANSITO

1. Cuando las Administraciones intermediarias deban percibir de las de origen los gastos de tránsito de la correspondencia, formularán las cuentas respectivas sin rebasar en ningún caso los derechos que fija el Convenio de la Unión Postal Universal y con arreglo a las normas establecidas en su Reglamento de Ejecución.
2. En todos los casos deberá indicarse número y fecha de expedición de origen del despacho y vía de recepción.

### TERCERA PARTE

#### DISPOSICIONES FINALES

#### ARTICULO 129

##### VIGENCIA Y DURACION DEL REGLAMENTO

El presente Reglamento empezará a regir en la misma fecha que el Convenio y tendrá igual duración que éste.

En la ciudad de Bogotá, capital de la República de Colombia a los nueve días del mes de noviembre del año mil novecientos cincuenta y cinco.

Por ARGENTINA

  
Miguel Angel ESPECHE

Por BOLIVIA



Armando ARCE

Por CANADA

  
Walter J. TURMBULL



Harold N. PEARL



J. Albert CACNON

Por COLOMBIA

  
Camilo BERRIO MUÑOZ

  
Luis MATAMOROS

  
Carlos ALBORNOZ R.



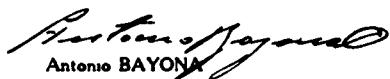
José J. MURILLO C.



Fernando CARRIZOSA



Jorge MENDEZ CALVO



Antonio BAYONA



Antonio CORTAZAR



Jaime CARRERA S.



Guillermo PARDO CURREA



Guillermo JARAMILLO U.



Gerardo ROTAS BUENO



José Ramón VERGARA

*M. G. V. O.*  
Manuel G. VEGA O.  
*A. L. MC Causland*  
Antonio Luis MC CAUSLAND  
*Alberto Sanchez de Triarte*  
Alberto SÁNCHEZ DE TRIARTE

*F. Larsen*  
Federico LARSEN  
*Gustavo Echeverri*  
Gustavo ECHEVERRI

## Por COSTA RICA

*Alvaro Fernandez Escalante*  
Alvaro FERNANDEZ ESCALANTE

## Por CUBA

*Oscar Sigarroa Gutierrez*  
Oscar SIGARROA GUTIERREZ  
*E. Miranda*  
Eugenio MIRANDA CARBALLOSA

## Por CHILE

*Luis Carvajal*  
Luis CARVAJAL CIOZAT

Por ECUADOR



Modesto PONCE MARTINEZ

Por EL SALVADOR



Miguel Angel BUITRAGO

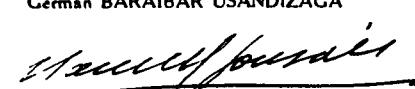


Anastasio Antonio ANDRADE

Por ESPAÑA



Germán BARAIBAR USANDIZACA



Manuel GONZALEZ Y GONZALEZ



Aníbal MARTIN GARCIA

Por ESTADOS UNIDOS DE AMERICA



Greever Allan  
Greever ALLAN

Por ESTADOS UNIDOS DEL BRASIL



Roberto COMES TARLE FILHO

Por GUATEMALA



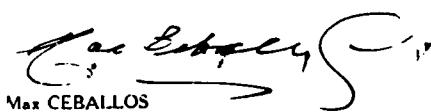
Oscar Armando CRUZ S.



Cristóbal BEYES M.



Pedro URRUTIA



Max CEBALLOS

Por HAITI



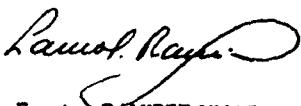
Wesner APOLLON

Por HONDURAS



Octavio CACERES LARA

Por MEXICO



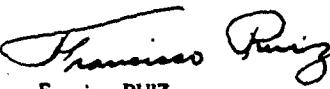
Lauro Francisco RAMIREZ UMARA

Por NICARAGUA



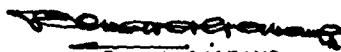
Gilberto LACAYO BERMUDEZ

Por PANAMA



Francisco RUIZ

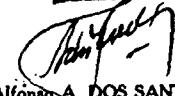
Por PARAGUAY



Bernardo GALEANO



Raimundo D. DOMINGUEZ



Alfonso A. DOS SANTOS

Por PERU

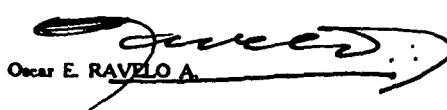


Miguel BAKULA P.

Por REPUBLICA DOMINICANA



Federico LLAVERIAS



Oscar E. RAVIO A.

Por REPUBLICA DE VENEZUELA

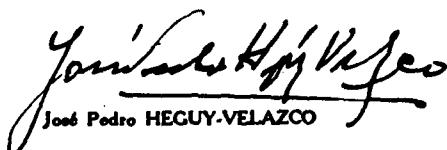


Francisco VELEZ SALAS



Oscar MISTER

Por URUGUAY



José Pedro HEGUY-VELAZCO



Lisandro CUMPLIDO

Es fiel copia,

 [SEAL]  
JOSE J. MURILLO C.

Secretario General del Ministerio de Comunicaciones  
Vicepresidente del VII Congreso de la U. P. A. E.

Having examined and considered the provisions of the foregoing Convention, the Final Protocol thereto, and the Regulations of Execution of that Convention, signed in the city of Bogota, Colombia on the ninth day of November, 1955, the same are by me, by virtue of the powers vested by law in the Postmaster General, hereby ratified and approved, by and with the advice and consent of the President of the United States.

In witness whereof, I have caused the seal of the Post Office Department of the United States to be hereto affixed this 31st day of May, 1956.

ARTHUR E SUMMERFIELD  
*Postmaster General*

[SEAL]

I hereby approve the foregoing Convention, the Final Protocol thereto, and the Regulations of Execution of that Convention.

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, *September 12, 1956*

*Translation prepared by the Post Office Department*

## POSTAL UNION OF THE AMERICAS AND SPAIN

### CONVENTION

Concluded between:

Argentina, Bolivia, Canada, Colombia, Costa Rica, Cuba, Chile, Ecuador, El Salvador, Spain, the United States of America, the United States of Brazil, Guatemala, Haiti, Honduras, Mexico, Nicaragua, Panama, Paraguay, Peru, the Dominican Republic, the Republic of Venezuela, and Uruguay.

The undersigned, Plenipotentiaries of the Governments of the countries mentioned, assembled in Congress in the city of Bogotá, capital of the Republic of Colombia, by virtue of the provisions of Article 24 of the Convention of the Postal Union of the Americas and Spain signed in Madrid, capital of Spain, on November 9, 1950, and in exercise of the right granted them by the Convention of the Universal Postal Union, inspired by the desire to extend, facilitate, and perfect their postal relations, to establish a solidarity of action capable of representing efficaciously their mutual interests in the Congresses, Conferences, and other meetings of the Universal Postal Union insofar as it concerns their communications by mail, and to harmonize the efforts of the member countries towards the attainment of those mutual aims, have decided to conclude, *ad referendum*, the following Convention:

TIAS 2286.  
2 UST 1323.  
TIAS 2800.  
4 UST 1118.

### FIRST PART

#### ORGANIC AND GENERAL PROVISIONS OF THE POSTAL UNION OF THE AMERICAS AND SPAIN

##### TITLE I

###### ORGANIC PROVISIONS

## Chapter I

### *CONSTITUTION OF THE UNION*

#### ARTICLE 1

##### CONSTITUTION OF THE UNION

The contracting countries constitute, under the name of Postal Union of the Americas and Spain, a single postal territory

#### ARTICLE 2

##### JURIDICAL PERSONALITY

Within each member country, and subject to the domestic legislation of each one, the Postal Union of the Americas and Spain shall enjoy the legal capacity which may be necessary for the exercise of its functions and the realization of its aims.

#### ARTICLE 3

##### SEAT OF THE UNION

The seat of the Union and of the International Office of same is located in Montevideo, capital of the Oriental Republic of Uruguay

#### ARTICLE 4

##### PRIVILEGES AND IMMUNITIES

The Postal Union of the Americas and Spain shall enjoy in the territory of each one of the member States, whose domestic laws do not prevent it, the privileges and immunities necessary for the realization of its aims.

#### ARTICLE 5

##### EXTENT OF JURISDICTION OF THE UNION

The following form part of the Union

- a) Post Offices established by member countries in territories not included in the Union,
- b) Other territories which, without being members of the Union, come under the jurisdiction of member countries from the postal viewpoint.

#### ARTICLE 6

##### OFFICIAL LANGUAGE

The official language of the Union is Spanish. However, member countries whose language is not Spanish may use their own.

**ARTICLE 7****RESTRICTED UNIONS**

Member countries may establish among themselves closer unions, with a view to reducing rates or introducing other improvements in any of the services referred to in the present Convention or special Agreements.

**ARTICLE 8****WITHDRAWAL FROM THE UNION**

1. Each member country has the right to withdraw from the Union by means of a notice given by its Government to that of the Oriental Republic of Uruguay, which shall make it known to the other member countries.

2. Withdrawal from the Union shall become effective upon completion of the period of one year, counting from the date of receipt of the notification by the Government of the Oriental Republic of Uruguay.

**Chapter II*****ORGANIZATION OF THE UNION*****ARTICLE 9****CONGRESSES**

1. The Congresses shall meet, at the latest, two years after the holding of each Universal Postal Congress, in order to revise or complete the Acts of the Union, if necessary, and to deal with such matters of interest to the Union as they may deem necessary.

2. Each member country shall be represented at the Congresses by one or more plenipotentiary delegates. It may also be represented by the delegation of another member country. The delegation of one country may not represent more than two countries, including its own.

3. Each country shall have a single vote.

4. Each Congress shall determine the place at which the next Congress is to be held. All the member countries must be convoked, directly or through the intermediary of a third country, by the Government of the country in which the Congress is to take place, after reaching an understanding with the International Office of the Union. The said Government shall undertake to notify all the Governments of the member countries of the resolutions adopted by the Congress.

5. The deliberations shall be governed by the Rules of Procedure approved by the preceding Congress, without prejudice to the modifications which may be introduced during its session.

6. The final date for the submission of propositions for Congresses shall be four months prior to the opening date of the Congress, as shown by the postmark of the country sending them.

7. The propositions to be submitted for the deliberation of each Congress shall be published and distributed by the International Office to all the Administrations three months prior to the date designated for the beginning of the sessions.

8. Propositions sent after the date indicated in Section 6 shall not be taken into consideration unless their late transmission was due to unforeseen and duly justified circumstances and they are supported by two other Administrations.

9. An exception is made to propositions of an editorial nature, which must show in their heading the letter "R", and which shall be referred to the Editing Committee of the Congress.

#### ARTICLE 10

##### EXTRAORDINARY MEETINGS

If the interval between two Universal Postal Congresses should exceed five years, or if  $\frac{2}{3}$  of the member countries should request it, a possible meeting may be agreed upon through the intermediary of the International Office of the Union and by unanimous vote.

#### ARTICLE 11

##### CONFERENCES

1. Upon the initiative or with the consent of  $\frac{2}{3}$  of the member countries, Conferences to examine technical or administrative matters may be held.

2. The place of meeting of the Conference shall be determined by the Postal Administrations which took the initiative, by agreement with the International Office of the Union. The Administration of the country where the Conference is to be held shall extend the appropriate invitations.

#### ARTICLE 12

##### PRELIMINARY CONFERENCES TO UNIVERSAL POSTAL CONGRESSES

Delegates of the member countries of the Postal Union of the Americas and Spain to Universal Postal Congresses shall meet in the city designated as the site of those Congresses fifteen days

before the opening date of same, in order to hold a Conference at which the procedures for joint action to be followed shall be determined.

#### ARTICLE 13

##### INTERNATIONAL OFFICE OF THE UNION

Under the name of International Office of the Postal Union of the Americas and Spain, at the seat of the Union, under the supervision of the Ministry in charge of the postal service of the Oriental Republic of Uruguay, there operates a central Office which acts as medium of study, liaison, information, consultation, legal advice, and technical assistance for the Administrations of the member countries. In case the Direction General of Posts should recover its administrative autonomy, the supervision shall pass to it.

#### ARTICLE 14

##### INTERNATIONAL TRANSFER OFFICE

1. Under the name of International Transfer Office, an Office operates in the Republic of Panama, upon which it devolves to receive and forward the dispatches of mail originating in Administrations of the member countries which, upon passing in transit through the Isthmus, give rise to transfer operations.

2. All the closed mails of the member countries which have to be transferred at the Isthmus of Panama shall be handled by the Office, with the exception of the dispatches from Administrations which have their own services, in accordance with bilateral Agreements signed with the Republic of Panama.

3. The organization and operation of the International Transfer Office are subject to the supervision and control of the Direction General of Posts and Telecommunications of Panama and of the International Office of the Union, upon which latter it is incumbent, moreover, to act as mediator and legal adviser in any situation which may arise between the Postal Administration of Panama and the Postal Administrations of the member countries which carry out transfer operations at the Isthmus.

#### ARTICLE 15

##### EXPENSES OF THE UNION

1. The expenses of the Union are divided into ordinary and extraordinary expenses.
2. Those expenses which result from special tasks entrusted to the International Office, and those caused by the meeting of a

Congress, a Conference, a Committee, or any meeting having to do with the international postal service of the Union or of the Universal Postal Union, are considered as extraordinary expenses.

3. The ordinary and extraordinary expenses shall be defrayed jointly by all the member countries of the Union.

4. The latter are classified, for this purpose, into three categories, each of which contributes towards the payment of the expenses in the following proportion:

1st. category . . . . .	8 units;
2nd. " . . . . .	4 " ; and
3rd. " . . . . .	2 " .

5. In case of a new adherence, the Government of the Oriental Republic of Uruguay, by mutual agreement with the International Office and the Government of the country concerned, shall determine the group in which the latter should be included, for the purpose of sharing in the expenses of the International Office.

6. Three months before the end of each year, the International Office of the Union shall prepare a budget covering the general expenses and the extraordinary expenses of the Office and shall submit such budget to the member countries. This budget shall be authorized by  $\frac{3}{4}$  of the total number of "Units" which are assigned to the member countries and shall govern from January 1 to December 31 of the following year. Member countries failing to reply within the period of two months shall be considered as having accepted it.

7. The expenses required for the maintenance of the International Transfer Office shall be borne by the member countries, divided in proportion to the number of their own mail bags exchanged through its intermediary.

### Chapter III

#### *ACTS OF THE UNION*

##### ARTICLE 16

###### CONVENTION AND AGREEMENTS OF THE UNION

1. The Convention is the constitutive Act of the Union.
2. The provisions of the Convention govern, in all matters provided for, the services relative to articles of correspondence.
3. The other services shall be governed by the Agreements of the Union, by those which the countries may sign with one another in the matter, or, in lieu thereof, by those of the Universal Postal Union.

**ARTICLE 17****PARTICIPATION IN THE AGREEMENTS**

Member countries have the right not to participate in one or more Agreements, under the conditions stipulated in Article 8 of this Convention.

**ARTICLE 18****REGULATIONS OF EXECUTION**

The measures of procedure and detail necessary for the execution of the Convention and Agreements are specified in the Regulations of Execution of same.

**ARTICLE 19****RESOLUTIONS**

Although the resolutions are not binding, the Administrations which put them into effect are obligated to make that fact known to the others through the intermediary of the International Office of the Union.

**ARTICLE 20****RATIFICATION**

1. The Acts adopted by a Congress shall be ratified as soon as possible through diplomatic channels to the Government of the country where the Congress was held. The relative certificate shall be drawn up concerning the deposit of the ratification, a copy of which this same Government shall send, through diplomatic channels, to the Governments of the other signatory countries.

2. The Acts shall become effective simultaneously and shall have the same duration.

3. Effective on the date set for the entry into force of the Acts adopted by a Congress, all those of the preceding Congress shall be abrogated.

4. In the event that one or more of the Acts should not be ratified by one or more of the member countries, those Acts shall nevertheless be valid for those which did ratify them.

5. The member countries may ratify the Acts provisionally by correspondence, giving notice thereof to the International Office of the Union, without prejudice to the fact that, in accordance with the legislation of each country, its approval shall be confirmed through diplomatic channels.

## Chapter IV

### *MODIFICATION OR INTERPRETATION OF THE ACTS*

#### ARTICLE 21

##### PROPOSITIONS DURING THE INTERVAL BETWEEN MEETINGS

1. The Acts of the Union may be modified in the interval between Congresses, following the procedure established in the Convention of the Universal Postal Union.

2. In order for the propositions to become effective, they must obtain:

- a) A unanimity of votes, if it is a question of modifying the provisions of Articles 1 to 18, 20 to 23, 26, 29, 32, 34 to 36, 39 to 42, 48 and 49 of the Convention, and of Articles 106, 109, 114, and 116 of the Regulations of Execution;
- b) Two-thirds of the votes, if it is a question of the basic modification of provisions other than those mentioned in subsection a);
- c) A majority of the votes, if it is a question of:
  - 1º Modifications of an editorial nature of the provisions of the Convention and its Regulations other than those mentioned in subsection a);
  - 2º The interpretation of the provisions of the Convention, its Final Protocol, and its Regulations, except in case of disagreement which is to be submitted for arbitration as prescribed in Article 26.

3. The Agreements establish the conditions to which the approval of propositions concerning them is subject.

## Chapter V

### *LEGISLATION AND SUBSIDIARY RULES*

#### ARTICLE 22

##### APPLICATION OF THE UNIVERSAL POSTAL LEGISLATION

All matters connected with the execution of the postal service which are not provided for in the Acts of the Union shall be subject to the provisions of the Acts of the Universal Postal Union in force.

#### ARTICLE 23

##### DOMESTIC LEGISLATION AND SPECIAL AGREEMENTS

The domestic legislation of the member countries shall apply in all matters not expressly provided for in the Acts of the Union

or in the Universal Postal legislation. However, in such case, the Administrations may adopt such solutions as they may deem desirable through correspondence or, if necessary, by means of a special Agreement.

#### ARTICLE 24

##### SPECIAL SERVICES

Member countries may, on the basis of special Agreements or through correspondence, extend to the other member countries the postal services which they are rendering now or which they may establish in the future within their respective countries.

#### ARTICLE 25

##### MODIFICATIONS AND AMENDMENTS

Modifications or resolutions adopted by the member countries, even those of a domestic nature, which may affect the international service, shall become effective three months after the date on which they are announced by the International Office of the Union.

#### Chapter VI

##### *ARBITRATION*

#### ARTICLE 26

##### ARBITRATION

Any conflict or disagreement which may arise in the postal relations of the member countries shall be settled by arbitration, which shall be carried out in a manner similar to that prescribed by the Convention of the Universal Postal Union in force. The designation of arbitrators shall devolve upon the signatory countries and, if necessary, with the intervention of the International Office of the Union.

#### Chapter VII

##### *POSTAL OFFICIALS*

#### ARTICLE 27

##### PROTECTION AND EXCHANGE OF OFFICIALS

1. The Administrations of the member countries shall furnish every facility to the officials which one of the said Administrations may decide to send to any other in order to study the development and improvement of the postal services.
2. The Administrations, through the intermediary of the International Office of the Union, shall come to an agreement about

exchanging officials with one another. Notwithstanding the foregoing, Administrations may also come to an agreement to send officials for purposes of apprenticeship or instruction, without the requisite that an exchange of officials take place.

3. Once the exchange or unilateral assignment of officials referred to in the preceding Sections has been agreed upon by two or more Administrations, the latter shall come to an agreement upon the manner in which the relative expenses are to be defrayed, and, when they deem it necessary, upon the initiative and through the intermediary of the International Office of the Union.

#### ARTICLE 28

##### COOPERATION WITH THE INTERNATIONAL OFFICE OF THE UNION

Administrations of the member countries may send to the International Office of the Union, when the latter so requests in manifestly justifiable cases, for the time absolutely necessary and to the charge of the extraordinary expenses of the Office, technical officials to collaborate in carrying out special tasks.

#### Chapter VIII

##### *UNIVERSAL POSTAL MEETINGS*

#### ARTICLE 29

##### UNITY OF ACTION

The member countries obligate themselves to instruct their delegates to Universal Postal Congresses and to other Meetings organized by the Universal Postal Union to support, unanimously and firmly, all the principles established in the Postal Union of the Americas and Spain.

#### ARTICLE 30

##### PROPOSITIONS FOR CONGRESSES

All the member countries shall make known to the International Office of the Union, at the same time that they do so to the International Bureau of the Universal Postal Union, the propositions which they may formulate for the Universal Postal Congresses.

#### ARTICLE 31

##### EXCHANGE OF OBSERVERS

1. The Union may send observers to the Congresses of the Universal Postal Union.
2. Observers for the Universal Postal Union shall be admitted to the Congresses, Conferences, and Meetings of the Union.

## TITLE II

### PROVISIONS OF A GENERAL NATURE

#### Chapter I

#### *RULES RELATIVE TO THE INTERNATIONAL POSTAL SERVICES*

##### ARTICLE 32

###### FREEDOM OF TRANSIT

1. Freedom of postal transit is guaranteed by the member countries throughout the entire territory of the Union, with the limitations established in the Universal Postal Convention in force.

2. The member countries bind themselves to forward the mails of the other countries by the most rapid ways and means used for their own mails.

##### ARTICLE 33

###### OWNERSHIP OF ARTICLES OF CORRESPONDENCE

Articles of correspondence belong to the sender until they are delivered to the addressee, unless there is a provision to the contrary in the domestic legislation of any member country.

##### ARTICLE 34

###### ALLOCATION OF POSTAGE

Except in the cases expressly provided for by the Convention and Agreements, each Administration shall retain in full the postage which it has collected.

##### ARTICLE 35

###### CHARGES AND FEES

The charges and fees pertaining to the various international postal services are those established in the Convention and Agreements of the Union, it being prohibited to collect postal charges, surcharges, and fees which have not been expressly prescribed in those Acts.

##### ARTICLE 36

###### MONETARY STANDARD

The gold franc adopted as monetary unit in the provisions of the Convention and Agreements of the Union is the one defined in the Convention of the Universal Postal Union in force.

**ARTICLE 37****FORMS**

Use of the various forms established in the Convention and Agreements of the Union is obligatory, and, in other cases, of those in force in the regime of the Universal Postal Union, unless the Administrations concerned have concluded an Agreement about the matter.

**ARTICLE 38****COOPERATION FOR THE TRANSPORTATION OF CORRESPONDENCE IN TRANSIT**

The Administrations of the member countries shall be obligated to furnish each other, upon request, such cooperation as may be needed by their employees in charge of the transportation of correspondence in transit through such countries.

**ARTICLE 39****POSTAGE STAMPS**

1. The Administrations are bound to send to the International Office three (3) copies of the postage stamps, air-mail stamps, and commemorative stamps which they issue, as well as the specimen impressions of their postage meters, accompanied by the copy of the respective order of issue.

2. The said Office shall organize, in the manner which it deems most advisable, a permanent exhibition of the above-mentioned stamps, and shall centralize the philatelic information of our Union.

**SECOND PART****PROVISIONS RELATIVE TO ARTICLES OF CORRESPONDENCE****Chapter I*****GENERAL PROVISIONS*****ARTICLE 40****ARTICLES OF CORRESPONDENCE**

The term "articles of correspondence" applies to letters, single and reply-paid post cards, commercial papers, printed matter, raised print for use by the blind, samples of merchandise, small packets, and phonopost articles.

**ARTICLE 41****OBLIGATORINESS OF THE SERVICE**

The acceptance, transmission, and receipt of articles of correspondence is obligatory. However, the exchange of small packets and phonopost articles shall be restricted to the countries which agree to carry it out, either in their reciprocal relations or in a single direction.

**ARTICLE 42****GRATUITY OF TRANSIT**

1. The gratuity of territorial transit is absolute in the territory of the Union; consequently, the member countries obligate themselves to transport across their territories, without any charge for the member countries, all the correspondence which the latter may send to any destination whatsoever within the Postal Union of the Americas and Spain.

2. The gratuity of the maritime transit shall be absolute only when the transportation is effected by ships of the flag or registry of any member country, but shall be limited to the cases in which the port of embarkation and that of disembarkation belong to member countries, and when the shipments are not destined for countries outside the Union.

3. The member countries shall not limit themselves to the exclusive use of ships under the flag or registry of member countries when the maritime transport can be effected more rapidly by ships of other nationalities.

4. When any member country grants to ships which are under the flag or registry of another member country a "patent of postal privilege" or some similar one, which compels the ship to transport the correspondence gratuitously, the Postal Administration of the granting country shall make it known without delay to the Administration of the country whose flag the ship is flying or in which it is registered.

**ARTICLE 43****RATES**

1. The postage rates and postal fees applicable to the articles of correspondence of the domestic service of each country shall govern in the relations of the member countries, except when said domestic rates or postal fees are higher than those applicable to correspondence destined for countries of the Universal Postal Union, in which case the latter shall govern.

2. The international rates shall also govern when it is a question of services which do not exist in the domestic regime.

**ARTICLE 44****REDUCTION OF RATES**

Articles of correspondence, with the exception of small packets, exchanged between school administrations of the countries of the Postal Union through the intermediary of their principals, may enjoy—provided reciprocity exists—a rate equivalent to 50% of the usual rate when their weight does not exceed one kilogram and they meet the other requirements established for their postal classification.

**ARTICLE 45****FRANKING PRIVILEGE**

1. The member countries agree to grant the franking privilege in their domestic service and in the Americo-Spanish service.
  - a) To correspondence relative to the postal service sent by the Administrations of the member countries and their offices, the International Office of the Union, and the International Transfer Office.
  - b) To correspondence of members of the Diplomatic Corps of the member countries.
  - c) To official correspondence which Consuls and Vice Consuls in the performance of their duties send to their respective countries; to that which they exchange among themselves, to that which they address to the authorities of the country in which they are accredited, and to that which they exchange with their respective Embassies and Legations, provided reciprocity exists.
  - d) To official correspondence of the National Commissions of Intellectual Cooperation established under the auspices of the Governments in accordance with the Pan American and Universal Conventions in force.
  - e) To official correspondence of the Organization of American States.
  - f) To printed matter sent by publishers or authors to the Information Offices established by the Administrations of the member countries, as well as that sent by them gratuitously to libraries and other national cultural centers, officially recognized by the Governments of the member countries.
  - g) To raised print for use by the blind and articles considered as such, such as open letters written in Braille or Klein characters.

- h) To articles of correspondence addressed to prisoners of war, to interned belligerents and civilians, and to articles sent by them.
2. The correspondence referred in subsections a), b), and c) of the preceding Section may be sent registered, without payment of the respective fee, but without being entitled to any indemnity.
3. The official correspondence of the central Governments of the member countries which, in accordance with their domestic laws, circulates free of postage in their domestic regime, shall be accepted with the same franking privilege in the country of destination, without any charge on same, provided strict reciprocity is observed.
4. The exchange of correspondence of the Diplomatic Corps, between the Secretariats of State of the respective countries and their Embassies or Legations, shall be reciprocal between the member countries, and shall be effected in open mail or by means of diplomatic pouches, enjoying in both cases the franking privilege and all the safeguards of official mails.
5. Barring agreement to the contrary, the franking privilege granted by this Article does not extend to the air surcharge nor to the special services existing in the regime of the Union or in the domestic service of the member countries. Neither is it obligatory for airmail articles from countries which use combined charges.

#### ARTICLE 46

##### WEIGHT AND DIMENSIONS

The weight and dimension limits of articles of correspondence shall conform to those established in the Convention of the Universal Postal Union, with the exception of printed matter, whose weight may reach 5 kilograms, or even 10 in the case of works in a single volume. However, articles with a weight greater than 5 and up to 15 kilograms shall be accepted, even when it is not a question of works in a single volume, upon agreement between the Administrations concerned.

#### ARTICLE 47

##### RETURN OF UNDELIVERABLE ARTICLES

It is established optionally that articles which have not been delivered to the addressees for any reason whatsoever shall be returned to origin exempt from payment of any charge, either customs or postal.

## CHAPTER II

### *REGISTERED ARTICLES*

#### ARTICLE 48

##### REGISTRATION FEE

The articles referred to in Article 40 may be sent registered upon payment of a fee equal to that established for the domestic service of the country of origin, except when that is higher than the one applicable in accordance with the Convention of the Universal Postal Union, in which case the latter shall govern.

#### ARTICLE 49

##### RESPONSIBILITY

In case of responsibility on the part of the Postal Administrations of the member countries for the loss of a registered article, the sender shall be entitled to an indemnity of 10 gold francs or the equivalent thereof in the currency of the country which has to pay it, but he may claim a lower indemnity.

## CHAPTER III

### *AIR TRANSPORT OF MAIL MATTER*

#### ARTICLE 50

##### PREPAYMENT OF AIR-MAIL CORRESPONDENCE

In addition to the methods of prepayment of air-mail correspondence established in the Universal postal legislation, the member countries may adopt the method of combined air charges, composed of a postal quota corresponding to the ordinary postage and of an air quota corresponding to the cost of the air transport.

#### ARTICLE 51

##### UNIT OF WEIGHT

1. For the application of the postage rates of the air-mail service, five grams or multiples of five grams are established as weight unit for the air-mail correspondence with surcharge or combined air charge.

2. However, member countries which do not have the decimal metric system may adopt its equivalent in accordance with the system of weights which they have in force in their domestic postal service.

**ARTICLE 52****CALCULATION OF THE REMUNERATIONS FOR DIPLOMATIC POUCHES**

For purposes of calculation of the remunerations for the transport by air, diplomatic pouches shall be considered as correspondence of the A.O. class, except in cases where the member countries have agreements in the matter.

**ARTICLE 53****PREFERENTIAL TREATMENT IN EMERGENCIES**

1. Correspondence of the international air-mail service shall receive preferential treatment in its forwarding and delivery in the country of destination when, owing to unforeseen circumstances or *force majeure*, it cannot be conveyed to the said country in the planes in which it would normally be sent.

2. When, through *force majeure*, the planes cannot land in the country of destination, the dispatches of any origin whatsoever shall be sent to one of the contiguous countries offering the best guarantees for their forwarding, which is to be effected by the most rapid means available.

**THIRD PART****FINAL PROVISIONS****ARTICLE 54****ENTRY INTO FORCE AND DURATION OF THE CONVENTION**

The present Convention shall become effective on March 1, 1956, and shall remain in force without time limit, the stipulations of the Postal Convention of the Americas and Spain and of the Agreement Relative to the Air Transport of Mail Matter signed in Madrid, Spain, on November 9, 1950, being abrogated as of that date.

TIAS 2286.  
2 UST 1323.

In testimony whereof, the Plenipotentiaries of the Governments of the countries mentioned above sign the present Convention in the city of Bogotá, capital of the Republic of Colombia, on the ninth day of the month of November, 1955.

[For signatories, see *ante*, pp. 2616–2622.]

**FINAL PROTOCOL OF THE CONVENTION**

At the moment of signing the Convention concluded by the  
*Ante*, pp. 2599, 2653. Seventh Congress of the Postal Union of the Americas and Spain,  
the Plenipotentiaries who undersign agreed upon the following:

**I****EXCEPTION TO THE FRANKING PRIVILEGE IN FAVOR OF  
RAISED PRINT FOR USE BY THE BLIND**

By exception to the provisions of subsection g) of Article 45 of  
the Convention, the member countries which do not grant the  
franking privilege to raised print for use by the blind in their  
domestic service shall have the option of collecting the charge  
established in their domestic service.

**II**

Canada and the United States of America formulate a reservation  
to Article 4, "Privileges and Immunities", since they cannot  
comply with its stipulations.

**III**

The United States of America formulates a reservation to Article  
42, "Gratuity of Transit", since it cannot comply with its stipu-  
lations.

**IV**

Chile, the United States of Brazil, and Peru give express notice  
that they do not accept the reservation formulated by the United  
States of America to Article 42, "Gratuity of Transit".

**V**

Ecuador and the United States of America formulate a reserva-  
tion to Article 43, "Rates", since they cannot comply with its  
stipulations.

**VI**

Argentina, Costa Rica, Chile, the United States of Brazil,  
Honduras, Peru, and Uruguay formulate a reservation to Article  
43, "Rates", to the effect that they leave to the judgment of their  
Governments the option of applying or not applying the rates of  
the domestic service to the countries which formulate reservations  
to Article 42, "Gratuity of Transit".

## VII

Canada formulates a reservation to Article 45, "Franking Privilege", to the effect that it cannot accept subsections d), e), and f) of Section 1, and Section 3 of the same Article.

## VIII

Ecuador formulates a reservation to Article 45, "Franking Privilege", to the effect that it cannot comply with its stipulations.

Bogotá, capital of the Republic of Colombia, the ninth day of the month of November, 1955.

[For signatories, see *ante*, pp. 2625-2631.]

**REGULATIONS OF EXECUTION OF THE  
CONVENTION OF THE POSTAL UNION  
OF THE AMERICAS AND SPAIN**

Concluded between:

Argentina, Bolivia, Canada, Colombia, Costa Rica, Cuba, Chile, Ecuador, El Salvador, Spain, the United States of America, the United States of Brazil, Guatemala, Haiti, Honduras, Mexico, Nicaragua, Panama, Paraguay, Peru, the Dominican Republic, the Republic of Venezuela, and Uruguay.

The undersigned, in the name of the Administrations which they represent, have approved the following Regulations in order to assure the execution of the preceding Convention:

**FIRST PART**

**GENERAL PROVISIONS**

**CHAPTER I**

***INTERNATIONAL OFFICE OF THE UNION***

**ARTICLE 101**

**FUNCTIONS OF THE OFFICE**

The International Office of the Union shall undertake:

- a) To assemble, coordinate, publish, and distribute all kinds of information of special interest to the Americo-Spanish postal service.
- b) To furnish legal advice and render technical assistance to the Administrations of the member countries which may request it.
- c) To serve as intermediary for the regular and general notifications of exclusive interest to the Postal Administrations of the member countries.
- d) To make known to the Administrations any special information which they may require concerning matters connected with the Americo-Spanish postal service.
- e) To state, at the express request of the parties concerned, its opinion on matters in dispute.

- f) To express, on its own initiative or at the request of any of the Administrations of the member countries, its opinion in all matters of a postal nature which may affect or be related to the general interests of the Union.
- g) To circulate requests for modification or interpretation of the Acts of the Union, making known the changes adopted.
- h) To send out a special circular when an Administration requests the publication of any change in its service.
- i) To suggest, if possible six months in advance of the date on which they are to be held, propositions for the Congresses and Conferences of the Union relative to the organization and endowment of the Office and, with regard to the increased efficiency of that Office, reporting on its operations since the last Congress.
- j) To inform of the results obtained from the important regulatory provisions and measures which the Administrations may adopt in their domestic service.
- k) To make a summary of the Americo-Spanish postal statistics, on the basis of the data furnished it annually by each Administration, for which purpose it shall send to the Administration a form calling for complete and detailed postal statistical data, in accordance with a scientific and rational plan.
- l) To prepare a table showing the maritime services under the jurisdiction of the member countries which may be utilized gratuitously for the conveyance of their correspondence, under the conditions indicated in Article 42 of the Convention.
- ll) To publish the postage rates of the domestic service of each of the member countries, with their respective equivalents in gold francs.
- m) To publish and distribute annually a report of the work which it performs.
- n) To carry out the studies and tasks which may be requested of it in the interest of the member countries in connection with work of a social, economic, and artistic nature, for which purpose it shall be at the disposal of the said countries, in order to furnish them any special information which they may require concerning matters relative to the Americo-Spanish postal service.

- nn) To participate and collaborate in the organization and holding of Congresses, Meetings, and Conferences of the Union.
- o) To organize the preliminary Conferences to Universal Postal Congresses, inviting the member countries sufficiently in advance.
- p) To distribute the propositions which it receives for the Congresses, Meetings, and Conferences of the Union and for the Universal Postal Congresses.
- q) To distribute among the Administrations the Postal Laws and Regulations of each of them.
- r) To organize a philatelic section, in accordance with the provisions of Section 2 of Article 39 of the Convention.
- s) To mediate as clearing Administration in the settlement of postal accounts, at the request of the Administrations concerned.
- t) To prepare and distribute the international postal insignia of the Union, consisting of an emblem for the personal use of the officials of the Administrations.
- u) To publish an official digest of all the information relative to the execution of the Acts of the Union of special interest to the Americo-Spanish postal service.
- v) To publish the documents of the Congresses, Meetings, or Conferences of the Union, as well as an alphabetical and methodical summary of them, on loose sheets, in which shall be included a small extract of the origins of each provision.
- w) To publish an annotated edition of the Acts of the Union, with references to the corresponding texts of the Universal Postal Union.
- x) To publish a monthly summary of the circulars of the International Bureau of the Universal Postal Union which are of interest to the postal service of the [Americo-Spanish] Union.
- y) To translate into Spanish and publish the Acts of the Universal Postal Union and the Acts annotated by the International Bureau of the Universal Postal Union. At the request of and by agreement between the Administrations and the International Office of the Union, the latter will make the translation into other languages, at the expense of the member countries concerned.

**ARTICLE 102****FUNCTIONS OF THE DIRECTOR**

1. The Director of the International Office of the Union, with such personnel of the Office as he may deem necessary, shall attend the Congresses, Meetings, and Conferences of the Union, being permitted to take part in the discussions without the right to vote.

2. The Director, with such personnel of the Office as he may deem necessary, may attend as observer, in accordance with the provisions of the Convention of the Universal Postal Union in force, the meetings of the Universal Postal Union where problems which may affect the general interests of the [Americo-Spanish] Union are to be discussed.

3. The Director shall consult with the representatives of the air lines of the member countries, or with a Committee representing same, with a view to discussing those points which may facilitate the air-mail service.

4. The Administrations shall submit to the International Office the propositions pertaining to the topics which are to be the subject of those conversations or meetings.

5. The site of these meetings shall be established by the International Office, by mutual agreement with the representatives of the air lines.

6. The International Office shall inform all the member countries of the results obtained.

**ARTICLE 103****DOCUMENTS AND INFORMATION WHICH SHALL BE SENT TO THE INTERNATIONAL OFFICE OF THE UNION**

1. The Administrations of the member countries shall send to the International Office of the Union, regularly and promptly:

- a) All the information which the International Office itself may request for the publications, reports, and other matters within its province, in such manner as to permit the execution of its task as soon as possible.
- b) Their postal legislation and its subsequent modifications.
- c) Their Postal Guide, whenever one is published.
- d) The results of their annual postal statistics and of their traffic with the other member countries.
- e) The text of the propositions which they may submit for the consideration of the Congresses, Meetings, or Conferences of the Union, or of the Universal Postal Congresses.

- f) Data of all kinds of interest to the Americo-Spanish postal service whenever a new provision is promulgated.
- g) 25 copies of their Postal Laws and Regulations.
- h) A chart showing in detail all the maritime services under the jurisdiction of the member countries which may be utilized gratuitously by the others for the transportation of their correspondence.
- i) The variations in their domestic rates as well as in the equivalents, as soon as they occur.
- j) Three copies of the postage stamps which they issue, in accordance with the provisions of Section 2 of Article 39 of the Convention.
- k) Copies of the reports which they issue concerning service organizations, which are requested by the Executive and Liaison Committee or by the International Bureau of the Universal Postal Union.

2. Any subsequent modification shall be made known without delay.

3. The Administrations of the member countries shall also inform the International Office of the Union, three months in advance of the opening date of each Congress, of the measures taken with a view to putting into effect in their respective countries the resolutions and recommendations of the last Congress.

#### ARTICLE 104

##### DOCUMENTS AND INFORMATION WHICH SHALL BE SENT TO THE INTERNATIONAL OFFICE OF THE UNION RELATIVE TO THE AIR-MAIL SERVICE

1. The Administrations of the member countries, at the request of the International Office of the Union, shall send regularly and promptly all the data and information which, pertaining to the air-mail service of the Union, are of interest to the other Administrations, and especially:

- a) The surcharges and combined air charges established in accordance with the equivalence of their currency in relation to the gold franc, and the weight units adopted.
- b) The air lines which come under the direct or indirect jurisdiction of their Administration and which can be utilized for the conveyance of mail matter.
- c) The contracts concluded for the transportation of the air-mail correspondence.
- d) The airports established within their territory, as well as the offices qualified to handle the traffic of closed mails.

- e) A list of the provinces, departments (counties), or important localities of their country, in alphabetical order, which will make possible the correct formation of the dispatches.
2. Any subsequent modification of the information referred to in Section 1 must be made known without delay.

#### ARTICLE 105 PUBLICATIONS

1. The International Office of the Union shall distribute gratuitously among the Postal Administrations of the member countries, and send to the International Bureau of the Universal Postal Union and to the Secretariat General of the Organization of American States, the documents published by it, sending to each Administration the number of copies to which it is entitled in proportion to the number of units which it contributes. Additional copies of the documents which the Administrations may request shall be paid for by them at cost price.

2. The publications referred to in letters w), x), and y) of Article 101 of the Regulations of Execution shall be furnished the Administrations requesting them at cost price.

#### ARTICLE 106

##### APPOINTMENT AND REMOVAL OF OFFICIALS

1. The Director of the International Office of the Union shall be appointed by the Government of the Oriental Republic of Uruguay, after consultation with the member countries, and from among the candidates proposed by the latter.

2. The Assistant Director—Secretary General, the Legal Adviser, the Secretariat Officer, the Translating Officer, and other personnel of the Office shall be appointed by the supervisory authority upon nomination by the Director of the International Office.

3. The said personnel may be removed from their positions only through the intervention of the supervisory authority and in accordance with the procedures governing in such cases for the permanent employees of the same organization.

#### ARTICLE 107

##### RIGHTS OF THE OFFICIALS

1. The monthly salary of the Director of the International Office of the Union is fixed at 1,700 Uruguayan pesos; that of the Assistant Director—Secretary General, at 1,400 Uruguayan

pesos; that of the Legal Adviser, at 1,100 Uruguayan pesos; that of the Secretariat Officer, at 900 Uruguayan pesos; that of the Translating Officer, at 700 Uruguayan pesos; that of the Assistants, at 500 Uruguayan pesos each, and that of the Janitor, at 400 Uruguayan pesos.

2. The officials of the International Office of the Union shall be entitled to family allowances in accordance with the provisions in force in Uruguay for the officials of the Ministry in charge of the postal service. Payment of the allowances shall be charged to the budget of the Office.

3. The retirements and pensions of the personnel of the Office shall be paid from the special fund designated by the said Office for that purpose. In case such fund should turn out to be insufficient, they shall be paid in accordance with Sections 3 and 4 of Article 15 of the Convention.

4. The conditions, amounts, and other guarantees of such retirements and pensions shall be governed by the provisions of the Regulations issued by the Superior Government of Uruguay on March 20, 1942, and in matters not provided for therein, by the provisions of the laws on annuities and retirement benefits in force in Uruguay for the public officials of the Central Administration.

5. The Office of Civil Retirements and Pensions shall proceed, without further formality, to amend the files of the retired and pensioned persons whose pensions were determined on the basis of former salaries whenever there is a change in the salaries assigned to the personnel of the Office, taking into consideration the category of the work performed by the beneficiary or retiree at the time of retirement, with a 15% reduction of the result thus obtained.

#### ARTICLE 108

##### INCOMPATIBILITIES

The officials of the International Office of the Union cannot assume any other lucrative activities except with the consent of the supervisory authority. That authorization shall not be granted if those additional occupations interfere with the normal fulfillment of their obligations in the International Office.

#### CHAPTER II

##### *INTERNATIONAL TRANSFER OFFICE*

#### ARTICLE 109

##### APPOINTMENT AND REMOVAL OF OFFICIALS

1. The Director of the International Transfer Office shall be appointed by the Government of the Republic of Panama, after

consultation with the member countries, and from among the candidates proposed by the latter.

2. The personnel of the Office shall be appointed by the Direction of Posts and Telecommunications of Panama. It shall be irremovable, in accordance with the provisions established in the matter by the Regulations of the Office.

#### ARTICLE 110

##### RETIREMENTS AND PENSIONS

The personnel of the Office shall have the same rights and obligations as those which the laws of the Republic of Panama may establish or have established with regard to retirements and pensions applicable to the employees of the Direction of Posts and Telecommunications.

#### ARTICLE 111

##### OPERATION OF THE OFFICE

The International Transfer Office shall operate in accordance with its Regulations, which shall be revised at each Congress by a Committee composed of the Director of the International Office of the Union, the delegate of the Republic of Panama, and the delegates of the Postal Administrations using the service which may desire to be represented on same.

### CHAPTER III

#### *EXPENSES OF THE UNION*

##### ARTICLE 112

###### EXPENSES OF THE INTERNATIONAL OFFICE OF THE UNION

1. The ordinary expenses may not exceed the amount of 110,000 Uruguayan pesos per annum, said amount to include the contributions for the establishment of a fund for the retirement of the personnel of same.

2. The extraordinary expenses shall be determined in each instance by the Ministry in charge of the postal service of the Oriental Republic of Uruguay, in agreement with the Direction of the International Office of the Union.

3. The expenses occasioned by the technical assistance and legal advice indicated in Article 13 of the Convention shall be defrayed by those requesting such services.

**ARTICLE 113****APPORTIONMENT OF THE EXPENSES**

1. For purposes of apportionment of the expenses, the countries shall be divided as follows:

1st. group: Argentina, Canada, Spain, the United States of America, the United States of Brazil, and Uruguay.

2nd. group: Colombia, Costa Rica, Cuba, Chile, Mexico, Panama, Peru, and the Republic of Venezuela.

3rd. group: Bolivia, Ecuador, El Salvador, Guatemala, Haiti, Honduras, Nicaragua, Paraguay, and the Dominican Republic.

2. The maintenance expenses of the International Transfer Office, including the contributions intended for the establishment of a retirement fund for the personnel of same, shall be apportioned in accordance with the provisions of Article 15, Section 7, of the Convention.

**ARTICLE 114****SUPERVISION AND ADVANCES**

1. The Ministry in charge of the postal service of Uruguay shall supervise the expenses of the International Office of the Union and advance it the funds which the latter may need.

2. The Direction General of Posts and Telecommunications of Panama shall do the same with regard to the International Transfer Office.

**ARTICLE 115****PREPARATION OF ACCOUNTS**

The Ministry in charge of the postal service of Uruguay shall prepare annually the account of the expenses of the International Office of the Union, and the Direction of Posts and Telecommunications of Panama shall do the same, quarterly, with regard to the expenses of the International Transfer Office.

**ARTICLE 116****PAYMENT OF ADVANCES**

1. The amounts advanced by the Ministry in charge of the postal service of Uruguay and the Postal Administration of Panama shall be paid by the debtor Postal Administrations as soon as possible and, at the latest, before the expiration of six months from the date on which the country concerned receives the account.

2. After that date, the amounts owed shall draw interest at the rate of five per cent per annum, counting from the date of expiration of the said period.

3. The member countries bind themselves to include in their budgets an annual amount intended to provide for the punctual payment of the quotas accruing to them.

## CHAPTER IV

### *SETTLEMENT OF ACCOUNTS*

#### ARTICLE 117

##### **COMPENSATION OF ACCOUNTS AND SETTLEMENT OF BALANCES**

1. Without prejudice to the methods established in the Universal postal legislation, the Postal Administrations of the member countries may cancel by set-off the debtor and creditor balances pertaining to the various services, including that of Telecommunications, if it is directly or indirectly under their jurisdiction; otherwise, prior agreement is required.

2. In case a payment is made under any of the methods established, the Administrations are obligated to give notice of such payment, furnishing the creditor Administration the information relative to same, while the latter must acknowledge receipt and, in case of set-off of balances, express its concurrence, at the earliest moment possible.

3. All accounts between the Administrations may be cleared annually through the International Office of the Union, the debtor balances to be settled as soon as possible within the period of three months from the date on which the country concerned receives the balance sheet.

## CHAPTER V

#### ARTICLE 118

##### **DOMESTIC POSTAGE RATES AND EQUIVALENTS**

1. The Administrations shall establish the equivalents in gold francs of their domestic postage rates or of the rates established for the Americo-Spanish regime. They shall also establish the coefficient of conversion of the gold franc into the currency of their country.

2. The equivalents or changes of equivalents shall enter into force only on the first of a month and, at the earliest, fifteen days after their notification by the International Office of the Union,

to which the Administrations concerned must transmit the respective communications.

#### ARTICLE 119

##### PERIOD FOR RETENTION OF DOCUMENTS

The documents of the international service must be kept for a minimum period of two years, counting from the day following the date of such documents. Documents concerning a dispute or claim must be kept until the matter is settled.

#### ARTICLE 120

##### TELEGRAPHIC ADDRESSES

1. The telegraphic addresses for communications exchanged by the Administrations with one another shall be those designated in the Regulations of Execution of the Convention of the Universal Postal Union.
2. The telegraphic address of the International Office of the Union is: "UPAE", Montevideo.
3. The telegraphic address of the International Transfer Office is: "Oitrans"-Panama.

#### SECOND PART

##### PROVISIONS RELATIVE TO ARTICLES OF CORRESPONDENCE

###### CHAPTER I

###### CONDITIONS FOR ACCEPTANCE

###### ARTICLE 121

###### ARTICLES LIABLE TO CUSTOMS INTERVENTION

1. Use of the C 1 label established in the Universal postal legislation is obligatory in the case of articles of correspondence whose contents are liable to the payment of customs duties in the country of destination. Use of the C 2 declaration is optional for the aforementioned articles.
2. However, for unsealed articles, except small packets, the use of neither of the forms mentioned in the preceding Section is obligatory, without prejudice to the intervention of the customs service of the country of destination.

###### ARTICLE 122

###### DIPLOMATIC AND CONSULAR CORRESPONDENCE

Diplomatic and consular correspondence must bear the following indications: the name of the Embassy, Legation, or Consulate

which is sending it, and the conspicuous inscription of "Correspondencia diplomática" (Diplomatic correspondence) or "Correspondencia consular" (Consular correspondence), in addition to the declaration "Libre de Porte" (Postage Free), which shall appear below the aforementioned inscription. Such articles shall be authenticated by the imprint of the Embassy, Legation, or Consulate seal.

#### ARTICLE 123

##### DIPLOMATIC POUCHES

1. Diplomatic pouches may not weigh more than 20 kilograms nor exceed the following dimensions: length, width, and height, combined, 140 centimeters, but the greatest dimension may not exceed 60 centimeters.
2. The diplomatic pouches shall be provided with locks, padlocks, or other suitable safety devices.
3. These pouches shall be mailed at the post office as registered articles.
4. Diplomatic pouches shall preferably be dark green in color, in order to facilitate their correct and rapid handling.

#### CHAPTER II

##### *EXCHANGE OF CORRESPONDENCE*

#### ARTICLE 124

##### EXCHANGE OF MAILS

1. The Administrations of the member countries may send to one another reciprocally, through the intermediary of one or more of them, both closed mails as well as correspondence in open mail, under the conditions established in the Universal postal legislation.

2. The labels of the sacks shall always show the number of the dispatch to which they belong, and when the latter consists of several sacks, there shall be noted on the label, in addition to the number of the dispatch, the total number of sacks of which the latter is composed.

#### ARTICLE 125

##### TRANSMISSION OF DIPLOMATIC POUCHES

1. Diplomatic pouches shall be forwarded by the same routes as those used by the dispatching Administration for the transmission of its correspondence to the Administration of destination.
2. The dispatching exchange office shall enter in the column "Observaciones" (Observations) of the special list of registered

articles the words "Valija diplomática" (Diplomatic pouch) and the number of these, if there are several.

3. Said transmission shall be announced by means of a notation made on the letter bill of the dispatch containing it.

#### ARTICLE 126

##### EMPTY SACKS

The sacks utilized by the Administrations for the dispatch of correspondence shall be returned empty by the exchange offices of destination to those of origin, in the manner prescribed by the Universal postal legislation. However, the Administrations may come to an agreement with one another about using them for the dispatch of their own correspondence.

#### CHAPTER III

##### *TRANSIT*

#### ARTICLE 127

##### STATISTICS OF TRANSIT CHARGES

The dispatches exchanged in accordance with the provisions of Article 42 of the Convention shall not be included in statistical operations by intermediary countries, except by agreements between the countries concerned. The Administrations of origin shall conform to the provisions of the Universal postal legislation when dispatches are addressed to countries outside the Union, or, even when their destination is a member country, if the dispatches have to pass in transit through third services foreign to the Union.

#### ARTICLE 128

##### ACCOUNTS FOR TRANSIT CHARGES

1. When the intermediary Administrations have to collect from those of origin the transit charges of the correspondence, they shall prepare the respective accounts without exceeding in any case the charges established by the Convention of the Universal Postal Union and in accordance with the rules established in its Regulations of Execution.

2. In all cases the number and date of dispatch of the mail from origin and the receiving route must be indicated.

## THIRD PART

### FINAL PROVISIONS

#### ARTICLE 129

##### EFFECTIVE DATE AND DURATION OF THE REGULATIONS

The present Regulations shall become effective on the same date as the Convention [¹] and shall have the same duration as the latter.

In the City of Bogotá, capital of the Republic of Colombia, on the ninth day of the month of November, 1955.

[For signatories, see *ante*, pp. 2645–2651.]

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<sup>1</sup> Mar. 1, 1956.



# MULTILATERAL

Parcel Post: Postal Union of the Americas and Spain

*Agreement, Final Protocol, and Regulations of Execution  
signed at Bogotá November 9, 1955.*

*Ratified and approved by the Postmaster General of the  
United States of America May 31, 1956;*

*Approved by the President of the United States  
of America September 12, 1956;*

*Entered into force March 1, 1956.*

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## UNION POSTAL DE LAS AMERICAS Y ESPAÑA

### ACUERDO RELATIVO A ENCOMIENDAS POSTALES

Celebrado entre:

Argentina, Bolivia, Canadá, Colombia, Costa Rica, Cuba, Chile, Ecuador, El Salvador, España, Estados Unidos de América, Estados Unidos del Brasil, Guatemala, Haití, Honduras, México, Nicaragua, Panamá, Paraguay, Perú, República Dominicana, República de Venezuela y Uruguay.

Los infrascritos, Plenipotenciarios de los Gobiernos de los países mencionados, reunidos en Congreso en la ciudad de Bogotá, capital de la República de Colombia en virtud de lo dispuesto por el artículo 16 del Convenio de la Unión Postal de las Américas y España, firmado en Bogotá, el nueve de noviembre del año mil novecientos cincuenta y cinco, han determinado celebrar "ad-referéndum" el Acuerdo siguiente:

#### ARTICULO 1

##### OBJETO DEL ACUERDO

1. Bajo la denominación de "Encomiendas postales", o de las expresiones sinónimas "Paquetes Postales" o "Bultos postales", los países enumerados intercambiarán esta clase de envíos, ya sea

directamente o utilizando la mediación de los servicios dependientes de uno o de varios de ellos.

2. En las relaciones entre los países miembros cuyas Administraciones se hayan puesto de Acuerdo a este respecto, las encomiendas postales se admitirán en el transporte por vía aérea, denominándose en ese caso "encomiendas avión".

## ARTICULO 2

### ADMISSION

1. Las encomiendas postales podrán admitirse para la expedición con carácter de:

- a) Ordinarias
- b) Contra reembolso
- c) Con declaración de valor.

2. Sin embargo, la admisión de encomiendas con declaración de valor y/o contra reembolso, queda limitada a las Administraciones que convengan en realizar este servicio.

## ARTICULO 3

### PESO Y DIMENSIONES

1. El máximo de peso y las dimensiones de las encomiendas serán los fijados en el Acuerdo pertinente de la Unión Postal Universal. Sin embargo, las Administraciones de los países miembros podrán admitir, previa la conformidad de los países interesados, encomiendas con otros límites de peso y dimensiones.

2. Para las encomiendas aéreas la unidad de peso será la de 125 gramos o fracción. (Cuatro onzas "avoirdupois" o fracción).

## ARTICULO 4

### TAÑAS Y BONIFICACIONES

1. El franqueo de las encomiendas intercambiadas en virtud del presente Acuerdo, estará compuesto solamente por la suma de los derechos territoriales de origen, tránsito y destino. En caso necesario, podrán agregarse las primas de seguro en vigor en el país de origen y las tasas marítimas establecidas en el Acuerdo sobre Encomiendas Postales de la Unión Postal Universal.

2. Los derechos territoriales de origen, tránsito y destino quedan establecidos, para cada país, en francos oro o su equivalente, de acuerdo a lo que sigue:

30 céntimos por encomienda de hasta 1 kilogramo;

- 40 céntimos por encomienda de más de 1 kilogramo y hasta 3 kilogramos;
- 50 céntimos por encomienda de más de 3 kilogramos y hasta 5 kilogramos;
- 100 céntimos por encomienda de más de 5 kilogramos y hasta 10 kilogramos;
- 150 céntimos por encomienda de más de 10 kilogramos y hasta 15 kilogramos;
- 200 céntimos por encomienda de más de 15 kilogramos y hasta 20 kilogramos.

3. Las Administraciones tienen opción para fijar las tasas mencionadas en el párrafo 2 precedente sobre la base de una tasa promedio por kilogramo, aplicable al peso neto total de cada despacho.

4. Las Administraciones de origen y destino tendrán la facultad de aumentar hasta el doble las tasas contempladas en los párrafos 2 y 3, así como para aplicar una sobretasa de 25 céntimos sobre cada encomienda.

5. Las Administraciones que en el régimen universal gozan de autorizaciones especiales para elevar los derechos mencionados en los párrafos 2, 3 y 4, podrán asimismo hacer uso de dichas autorizaciones en el régimen américoespañol, sin que en ningún caso puedan aplicar tasas más elevadas que las establecidas para el régimen de la Unión Postal Universal.

6. La Administración de origen acreditará a cada una de las Administraciones que tomen parte en el transporte incluso, a la de destino, los derechos correspondientes, de acuerdo con las disposiciones de los párrafos precedentes.

7. La Oficina Internacional publicará y distribuirá el cuadro de los derechos territoriales de tránsito y los de salida y llegada correspondientes a cada Administración.

8. Las encomiendas aéreas independientemente de la sobretasa aérea, estarán sujetas al pago de los derechos territoriales que señalen las Administraciones de origen y destino.

## ARTICULO 5

### ENCOMIENDAS ESPECIALES

Las Administraciones podrán aceptar encomiendas con destino a los países donde hubieran ocurrido devastaciones, pestes, plagas, inundaciones, incendios, etc., siempre que dichas encomiendas sean dirigidas a la Cruz Roja Nacional o al Comité de Auxilio que

se establezca a esos efectos en los países afectados. En esos casos no se percibirán tasas de origen, tránsito y terminales y no habrá lugar a indemnizaciones por pérdida, expoliación o avería.

#### ARTICULO 6

##### ANULACION DE SALDOS MENORES DE 50 FRANCOS ORO

Cuando en las liquidaciones por el servicio de Encomiendas entre dos países, el saldo anual no exceda de 50 francos oro, la Administración deudora quedará exenta de todo pago, siempre que medie acuerdo con la acreedora.

#### ARTICULO 7

##### DERECHOS POR DESPACHO DE ADUANAS, ENTREGA, ALMACENAJE Y OTROS

1. Las Administraciones de destino podrán cobrar a los destinatarios de las encomiendas:
  - a) Un derecho de 80 céntimos de franco oro o su equivalencia, como máximo por las operaciones, formalidades y trámites inherentes al despacho de aduanas.
  - b) Un derecho igual al establecido en su servicio interno, hasta un máximo de 40 céntimos de francos oro o su equivalencia, por la conducción o entrega de cada encomienda en el domicilio del destinatario. Cuando las encomiendas no sean entregadas en el domicilio del destinatario, éste deberá ser avisado de la llegada. Las Administraciones cuyo régimen interior lo exija, percibirán un derecho especial por la entrega de dicho aviso, que no podrá exceder del porte sencillo de una carta ordinaria del servicio interior.
  - c) Un derecho diario de almacenaje, no superior al señalado por la legislación interna de cada país, a partir de los plazos prescritos en ella, sin que en ningún caso el total a percibir por este concepto pueda exceder de 5 francos oro o su equivalencia.
  - d) Los derechos arancelarios y todos los demás no postales que establezca su legislación interior.
  - e) La cantidad que corresponda por concepto de derecho consular, cuando no se hubiere abonado de antemano por el remitente.
  - f) El derecho de reembalaje de 50 céntimos de franco oro como máximo, previsto en el Acuerdo correspondiente de la Unión Postal Universal. Este derecho se percibirá del destinatario o remitente, según el caso.

2. Quedarán exentas del pago del derecho de entrega las encomiendas destinadas a los miembros de los Cuerpos Diplomáticos y Consular a que se refiere el artículo 45 del Convenio, salvo las dirigidas a los últimos si contuvieran artículos sujetos al pago de derechos aduaneros.

#### ARTICULO 8

##### PROHIBICION DE OTROS GRAVAMENES

Las encomiendas de que trata el presente Acuerdo no podrán ser gravadas con otros derechos postales que los establecidos en los artículos precedentes.

#### ARTICULO 9

##### RESPONSABILIDAD

1. Las Administraciones serán responsables por la pérdida, expoliación o avería de las encomiendas.

2. El remitente tendrá derecho, por este concepto, a una indemnización equivalente al importe real de la pérdida, sustracción o avería. Esta indemnización no podrá exceder de:

10 francos oro por encomienda hasta el peso de 1 kilogramo.

15 francos oro por encomienda de más de 1 y hasta 3 kilogramos.

25 francos oro por encomienda de más de 3 y hasta 5 kilogramos.

40 francos oro por encomienda de más de 5 y hasta 10 kilogramos.

55 francos oro por encomienda de más de 10 y hasta 15 kilogramos.

70 francos oro por encomienda de más de 15 y hasta 20 kilogramos.

3. La indemnización se calculará según el precio corriente de la mercancía de la misma clase, en el lugar y en la época en que la encomienda fuere aceptada para su transporte.

4. Por las encomiendas aseguradas, cambiadas entre aquellas Administraciones que convengan establecer esta modalidad del servicio, la indemnización no podrá exceder del valor declarado.

#### ARTICULO 10

##### EXCEPCIONES AL PRINCIPIO DE RESPONSABILIDAD

Las Administraciones estarán exentas de toda responsabilidad:

a) En caso de fuerza mayor. El país en cuyo servicio haya tenido lugar la pérdida, expoliación o avería deberá decidir,

de acuerdo con su legislación interior, si tal pérdida, expoliación o avería es debida a circunstancias que constituyan un caso de fuerza mayor; éstas serán puestas en conocimiento del país de origen. No obstante, la responsabilidad subsistirá respecto de la Administración expedidora que haya aceptado cubrir los riesgos de fuerza mayor.

- b) Cuando no pudieran dar cuenta de los envíos, por causa de la destrucción de los documentos de servicio, motivada por un caso de fuerza mayor, siempre que su responsabilidad no haya podido comprobarse de otra forma.
- c) Cuando el daño haya sido motivado por falta o negligencia del remitente o provenga de la naturaleza del contenido.
- d) Cuando se trate de encomiendas cuyo contenido se halle comprendido entre las prohibiciones previstas en el Acuerdo de la Unión Postal Universal, siempre que estas encomiendas hayan sido confiscadas o destruidas por la autoridad competente a causa de su contenido.
- e) Cuando se trate de encomiendas que hayan sido objeto de una declaración fraudulenta de valor superior al valor real del contenido.
- f) Cuando se trate de encomiendas incautadas en virtud de la legislación interior del país de destino.
- g) Cuando el remitente no hubiere formulado ninguna reclamación en el plazo previsto en el Artículo respectivo del Acuerdo de la Unión Postal Universal.
- h) Cuando se trate de encomiendas de prisioneros de guerra o internados.

#### ARTICULO 11

##### REZAGOS—DEVOLUCION

1. Las encomiendas cuya llegada haya sido notificada a los destinatarios se conservarán a su disposición durante treinta días, a partir del siguiente a la expedición del aviso. Este plazo podrá, a petición del destinatario, ser elevado a dos meses siempre que el remitente no hubiere hecho indicación en contrario y cuando la Administración de destino no se opusiere a ello.
2. Los remitentes estarán obligados a indicar en el boletín de expedición o en la declaración de aduanas, así como en la envoltura de la encomienda, la forma en que haya de procederse con la misma en el caso de no poder ser entregada.
3. A falta de indicaciones y declarada caída en rezago, la encomienda será devuelta inmediatamente a origen.

4. Las Administraciones podrán cobrar por cada encomienda que devuelvan a origen, en calidad de caídas en rezago, las siguientes cantidades:

- a) La que le corresponde como derecho terminal.
- b) Los derechos a que se refiere el párrafo 1 del artículo 4.
- c) Los derechos que adeuden las encomiendas en el país de destino por concepto de reexpediciones.
- d) El derecho de almacenaje de que trata el apartado c) del párrafo 1 del artículo siete.
- e) El derecho de reembalaje.

5. Las encomiendas abandonadas o que, devueltas, no puedan ser entregadas a sus remitentes, quedarán a disposición de las Administraciones de destino u origen, según el caso, para que procedan con esos envíos conforme a su legislación interior.

#### ARTICULO 12

##### FALSA DECLARACION

En los casos comprobados de que los remitentes de una encomienda, declaren con falsedad el valor, la calidad, peso o medida del contenido o que, por otro medio cualquiera, se compruebe que intentan defraudar los intereses fiscales del país de destino, tratando de eludir o aminorar el pago de los derechos de importación, ocultando objetos o declarándolos en forma tal que evidencie la intención de suprimir o reducir el importe de esos derechos, la encomienda será tratada con arreglo a la legislación interior del país de destino, sin que ni el remitente ni el destinatario tengan derecho a indemnización.

#### ARTICULO 13

##### ENCOMIENDAS CON DOBLE CONSIGNACION

Los remitentes podrán imponer encomiendas dirigidas a Bancos u otras entidades, para entregar a segundo destinatario; pero la entrega a éstos se efectuará con la previa autorización del primer destinatario. No obstante, se dará aviso al segundo destinatario de la llegada de tales encomiendas, pudiéndose percibir los derechos fijados en el Artículo 7.

#### ARTICULO 14

##### PROPOSICIONES DURANTE EL INTERVALO DE LAS REUNIONES

1. El presente Acuerdo podrá ser modificado en el intervalo que medie entre los Congresos, siguiendo el procedimiento

establecido en el Convenio vigente de la Unión Postal Universal.

2. Para que tengan fuerzas ejecutivas las modificaciones, deberán obtener:

- a) Unanimidad de sufragios, si se trata de introducir nuevas disposiciones o de modificar el presente artículo o los señalados con los números 1, 2, 3, 4, 7, 8, 9, 10 y 11.
- b) Dos tercios de sufragios para modificar las demás disposiciones.

#### **ARTICULO 15**

##### **ASUNTOS NO PREVISTOS**

1. Todos los asuntos no previstos por este Acuerdo serán regidos por las disposiciones del Acuerdo de Encomiendas de la Unión Postal Universal y su Reglamento de Ejecución y en su defecto por la legislación interior del país en donde se hallare la encomienda en causa.

2. Sin embargo, las Administraciones de los países miembros podrán fijar otros detalles para la práctica del servicio, previo acuerdo.

3. Se reconoce el derecho de que gozan las Administraciones de los países miembros para mantener vigente el procedimiento reglamentario adoptado en orden al cumplimiento de Convenios que tengan entre sí, siempre que dicho procedimiento no se oponga a las disposiciones contenidas en este Acuerdo.

#### **ARTICULO 16**

##### **VIGENCIA Y DURACION DEL ACUERDO**

1. El presente Acuerdo empezará a regir el día 1º de marzo del año 1956, y quedará en vigencia sin limitación de tiempo, reservándose cada uno de los países miembros el derecho de denunciarlo, mediante aviso dado por su Gobierno al de la República Oriental del Uruguay, el cual lo hará saber a los demás países miembros.

2. El Acuerdo dejará de regir con respecto al país miembro que lo haya denunciado al vencer el plazo de un año a contar del día de la recepción de la notificación por el Gobierno Uruguayo.

3. En fe de lo resuelto, los Plenipotenciarios de los Gobiernos de los países arriba enumerados suscriben el presente Acuerdo en la ciudad de Bogotá, capital de la República de Colombia, a los nueve días del mes de noviembre de mil novecientos cincuenta y cinco.

**PROTOCOLO FINAL DEL ACUERDO RELATIVO A  
ENCOMIENDAS POSTALES**

En el momento de firmar el Acuerdo relativo a Encomiendas Postales celebrado por el VII Congreso de la Unión Postal de las Américas y España, los Plenipotenciarios que suscriben han convenido lo siguiente:

I

Estados Unidos de América formula una reserva al Artículo 4, "Tasas y Bonificaciones", en el sentido de que está facultado para elevar hasta el doble los derechos territoriales de tránsito establecidos en ese Artículo y aplicar además una sobretasa de 25 céntimos de franco oro por encomienda.

II

Estados Unidos de América formula una reserva al Artículo 9, "Responsabilidad", en el sentido de que no pagará indemnización por la pérdida, expoliación o avería de las encomiendas ordinarias expedidas hacia, o recibidas de los países miembros de la Unión.

Bogotá, capital de la República de Colombia, a los nueve días del mes de noviembre de mil novecientos cincuenta y cinco.

For ARGENTINA



Miguel Angel ESPECHE

For BOLIVIA



Armando ARCE

For CANADA



Walter J. TURNBULL

Harold N. PEARL

J. Albert CAGNON

For COLOMBIA



Cesar BERRIO MUROZ



Luis MATAMOROS



Carlos ALBORNOZ R.

*José Murillo C.*  
José J. MURILLO C.

*Fernando Carrizosa*  
Fernando CARRIZOSA

*Jorge Menéndez Calvo*  
Jorge MENDEZ CALVO

*Antonio Bayona*  
Antonio BAYONA

*Antonio Cortázar*  
Antonio CORTAZAR

*Jaime Cabrera S.*  
Jaime CABRERA S.

*Guillermo Pardo Currea*  
Guillermo PARDO CURREA

*Guillermo Jaramillo U.*  
Guillermo JARAMILLO U.

*Cerando Rojas Bueno*  
Cerando ROJAS BUENO

*J. Ramón Vergara*  
J. Ramón VERGARA

*M. G. V. O.*  
Manuel C. VEGA O.  
*A. L. M. C.*  
Antonio Luis MC CAUSLAND  
*Alberto Sanchez de Triarte*  
Alberto SANCHEZ DE TRIARTE

*F. Larsen*  
Federico LARSEN  
*Gustavo Echeverri*  
Gustavo ECHEVERRI

## Por COSTA RICA

*A. Fernandez*  
Alvaro FERNANDEZ ESCALANTE

## Por CUBA

*Oscar Gutierrez*  
Oscar SIGARROA GUTIERREZ  
*E. Miranda*  
Eugenio MIRANDA CARBALLOSA

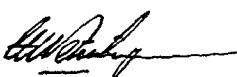
## Por CHILE

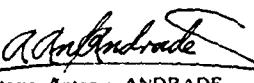
*Luis Carvajal*  
Luis CARVAJAL CNOZAT

Por ECUADOR

  
Modesto PONCE MARTINEZ

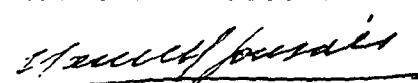
Por EL SALVADOR

  
Miguel Angel BUITRAGO

  
Anastasio Antonio ANDRADE

Por ESPAÑA

  
Germán BARAIBAR USANDIZAGA

  
Manuel GONZALEZ Y GONZALEZ

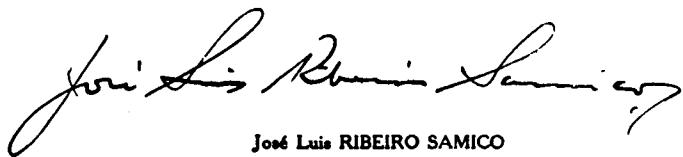
  
Aníbal MARTIN GARCIA

Por ESTADOS UNIDOS DE AMERICA

  
Creever ALLAN

Por ESTADOS UNIDOS DEL BRASIL

  
Roberto COMES TARLE FILHO



José Luis Ribeiro Samico

José Luis RIBEIRO SAMICO

## Por GUATEMALA



Oscar Armando CRUZ S.

Oscar Armando CRUZ S.

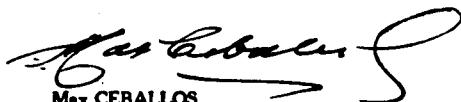


Cristóbal REYES M.



Pedro URRUTIA

Pedro URRUTIA



Max CEBALLOS

Max CEBALLOS

## Por HAITI



Werner APOLLON

Werner APOLLON

## Por HONDURAS



Octavio CACERES LARA

Octavio CACERES LARA

Por MEXICO



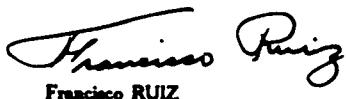
Lazaro Francisco RAMIREZ UMARA

Por NICARAGUA



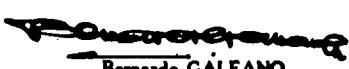
Gilberto LACAYO BERMUDEZ

Por PANAMA



Francisco RUIZ

Por PARAGUAY



Bernardo GALEANO

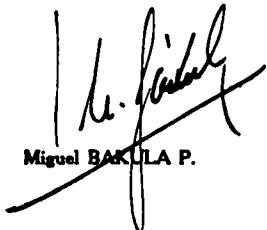


Raimundo D. DOMINGUEZ



Alfonso A. DOS SANTOS

Por PERU

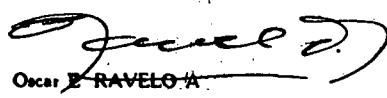


Miguel BAKULA P.

Por REPUBLICA DOMINICANA



Federico LLAVERIAS



Oscar E. RAVELA A.

Por REPUBLICA DE VENEZUELA



Francisco VELEZ SALAS



Oscar MISEP

Por URUGUAY

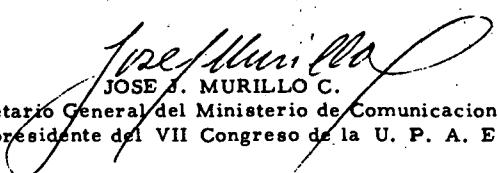


José Pedro HEGLUY VELAZCO



Lisandro CUEVA

Es fiel copia,



[SEAL]  
JOSE A. MURILLO C.  
Secretario General del Ministerio de Comunicaciones  
Vicepresidente del VII Congreso de la U. P. A. E.

## UNION POSTAL DE LAS AMERICAS Y ESPAÑA

### REGLAMENTO DE EJECUCION DEL ACUERDO RELATIVO A ENCOMIENDAS POSTALES

Celebrado entre:

Argentina, Bolivia, Canadá, Colombia, Costa Rica, Cuba, Chile, Ecuador, El Salvador, España, Estados Unidos de América, Estados Unidos del Brasil, Guatemala, Haití, Honduras, México, Nicaragua, Panamá, Paraguay, Perú, República Dominicana, República de Venezuela y Uruguay.

Los infrascritos en nombre de las administraciones que representan han aprobado las siguientes reglas para asegurar la ejecución del acuerdo precedente:

#### ARTICULO 101

##### CURSO—TRANSMISION

1. Cada Administración estará obligada a cursar, por las vías y medios que utilice para sus propias encomiendas, las que les sean remitidas por otra Administración para ser expedidas en tránsito por el territorio de aquélla.

2. Las vías de curso serán convenidas por las Administraciones interesadas e incluidas en el cuadro CP 1 (Unión Postal Universal).

3. La transmisión de encomiendas entre países limítrofes se efectuará en las condiciones que establezcan de común acuerdo las Administraciones interesadas.

4. El intercambio de encomiendas entre países no limítrofes se realizará en despachos cerrados.

5. Las Administraciones se comunicarán por medio de la Oficina Internacional de la Unión Postal de las Américas y España, las oficinas de cambio habilitadas y la respectiva jurisdicción que abarcan.

#### ARTICULO 102

##### BOLETINES DE EXPEDICION Y DECLARACIONES DE ADUANAS

1. Por cada encomienda se confeccionará un boletín de expedición y el número de declaraciones de aduana requerido por el

país de destino, iguales a los modelos CP2 y CP3 (Unión Postal Universal); las declaraciones de aduana se unirán sólidamente al boletín de expedición.

2. Las formalidades que deberá cumplir el remitente serán aquellas establecidas en la legislación postal universal.

3. Siempre que la Administración de destino no se oponga, en un solo boletín de expedición con sus respectivas declaraciones de aduana podrán incluirse hasta tres encomiendas ordinarias, impuestas por el mismo remitente y consignadas a un mismo destinatario. Esta disposición no rige para las encomiendas contra reembolso y/o con declaración de valor.

4. Si la Administración de destino lo admitiere, la de origen podrá utilizar etiquetas colgantes que hagan las veces de boletín de expedición y de declaración aduanal, en cuyo caso dichas etiquetas tendrán la misma fuerza legal que los documentos que sustituyen.

#### ARTICULO 103

##### ENCOMIENDAS CON DOBLE CONSIGNACION

Los remitentes de encomiendas dirigidas a Bancos u otras entidades para entregar a segundos destinatarios estarán obligados a consignar en las etiquetas, fajillas o envolturas de aquellas el nombre y dirección exactos de las personas a quienes estuvieren destinadas.

#### ARTICULO 104

##### ENCOMIENDAS CON VALOR DECLARADO

1. En cuanto a su acondicionamiento, las encomiendas con valor declarado deberán ajustarse a las prescripciones que establece el Reglamento de Ejecución de la Unión Postal Universal, y tales envíos, así como sus boletines de expedición, se singularizarán con la etiqueta modelo CP7 (Unión Postal Universal) o eventualmente en el modelo CP8 (Unión Postal Universal), caracterizado con las palabras "valor declarado".

2. El remitente deberá hacer constar, con tinta o lápiz-tinta, sobre la encomienda y el boletín de expedición, en caracteres latinos, en letras y cifras, sin raspaduras ni enmiendas, el importe de la declaración de valor, en moneda del país de origen. El importe de dicha declaración deberá convertirse a francos oro, subrayándose con lápiz de color.

3. La Administración de origen anotará sobre la dirección de la encomienda y en el boletín de expedición el peso exacto en gramos.

4. Las Administraciones extenderán gratuitamente al remitente un recibo donde consten los datos de imposición de la encomienda.

5. Cuando por consecuencia de lo establecido en el artículo 12 del Acuerdo, una Administración decomise una encomienda, comunicará el hecho a la Administración de origen en el menor plazo posible, remitiéndole los elementos probatorios.

#### ARTICULO 105

##### REGISTRO DE ENCOMIENDAS ORDINARIAS

1. Toda encomienda y su correspondiente boletín de expedición llevará adherida la etiqueta modelo C P 8 (Unión Postal Universal), con indicación del número de orden de la pieza y el nombre de la Oficina de origen.

2. Las Administraciones podrán entregar al remitente un recibo con los datos de la imposición.

3. La Oficina de origen aplicará en el boletín de expedición el sello indicativo de la fecha de depósito y hará constar el peso de la encomienda en kilogramos y centenas de gramos.

#### ARTICULO 106

##### REEXPEDICION

1. Para la reexpedición de encomiendas regirán las disposiciones contenidas en el Reglamento de Ejecución del Acuerdo de la Unión Postal Universal.

2. No obstante, en los casos de encomiendas en tránsito que una Administración intermediaria deba cursar por una vía más costosa, por interrupción de la ordinaria para la que fueron calculadas las tasas o por causa de fuerza mayor, los gastos suplementarios que ello ocasionare serán soportados por ésta.

3. En los casos de curso erróneo imputables al servicio postal, la Administración que reexpida la encomienda a su verdadero destino bonificará a la Administración a la cual entregue la encomienda los derechos de transporte (territorial y marítimo) que origine el nuevo curso, y se acreditará la suma respecto a la cual se halle en descubierto en una cuenta con la Administración que le haya transmitido la encomienda mal cursada.

#### ARTICULO 107

##### DEVOLUCION—CARGOS

1. La Oficina que devuelva una encomienda al remitente indicará sobre ésta y en el boletín de expedición la causa de la no entrega.

2. Las tasas y derechos mencionados en el párrafo 4 del Artículo 11 del Acuerdo, que deban ser satisfechos por el expedidor se

consignarán en la columna respectiva de la hoja de ruta C P 11 (Unión Postal Universal).

3. Cuando la oficina que devuelva una encomienda no consigne esas cantidades, la Oficina que la reciba le acreditará de oficio, únicamente, los derechos a que se refieren los incisos a) y b) del párrafo precitado.

#### ARTICULO 108

##### FORMATACION DE DESPACHOS

1. Las encomiendas se anotarán en una hoja de ruta modelo C P 11 (Unión Postal Universal), con todos los detalles que ésta requiera y remitiéndose dos ejemplares de la misma a la oficina destinataria del despacho. Sin embargo, las Administraciones podrán ponerse de acuerdo para registrar las encomiendas en dicha fórmula de la manera que más convenga a su respectivo servicio.

2. Las Administraciones que decidan utilizar la tasa promedio por kilogramo, de acuerdo con las disposiciones del párrafo 3 del artículo 4, indicarán en la lista de encomiendas el número de los mismos, el peso neto total, y el número total de sacas que componen cada despacho.

3. Las oficinas de cambio expedidoras numerarán los despachos en forma correlativa anual para cada oficina de cambio destinataria. En el primer despacho de cada año constará el número del último despacho del año anterior.

4. Los boletines de expedición, declaraciones de aduana y demás documentos exigidos acompañarán a las encomiendas que contenga cada saco que forma el despacho.

5. Los sacos se asegurarán con cierres que garanticen la integridad de su contenido, y llevarán una etiqueta de color amarillo ocre con la mención del número del despacho, número de orden del envase, cantidad de encomiendas que contiene y peso bruto del mismo. El marbete de los sacos que contengan encomiendas con valores declarados se singularizará con la letra "V" en color rojo.

6. En el último saco de los que compongan el despacho se incluirán las hojas de ruta C P 11 (Unión Postal Universal), y en el marbete se singularizarán con la letra "F".

#### ARTICULO 109

##### DESPACHO EN TRANSITO

La oficina de cambio expedidora remitirá a cada una de las Administraciones intermediarias una hoja de ruta modelo C P 12 (Unión Postal Universal) con el detalle de las bonificaciones que les correspondan. Las Administraciones convendrán la forma de remisión de ese documento.

## ARTICULO 110

## RECEPCION Y VERIFICACION DE LOS DESPACHOS

1. Las Administraciones adoptarán los arbitrios necesarios para que la recepción de los despachos sea inmediata a la llegada del medio de transporte que los haya conducido.
2. La oficina de cambio destinataria comprobará el estado de los sacos, sus cierres y peso consignado en el marbete, antes de extender recibo por el despacho, haciendo constar en el parte de entrega las anormalidades observadas, que serán denunciadas a vuelta de correo a la oficina expedidora y/o a la intermediaria si así procediese. Análogo procedimiento observarán las oficinas intermediarias, en su caso, que deberán, además, informar a la de destino.
3. Si de la verificación de los documentos de servicio relativos a los despachos recibidos se comprobaren errores u omisiones, la oficina receptora llevará a cabo inmediatamente las rectificaciones necesarias, teniendo cuidado de tachar las indicaciones erróneas en forma que puedan reconocerse las anotaciones originales, y lo denunciará a origen por medio del boletín de verificación, modelo CP 13 (Unión Postal Universal), que se remitirá por duplicado. Estas rectificaciones, a menos de error evidente, prevalecerán sobre las declaraciones primitivas.
4. Cuando se comprobare la falta de encomiendas, además del formulario CP 13 (Unión Postal Universal) de que trata el párrafo anterior, se formalizará un acta documentando el hecho que será agregada a aquél y se remitirá a la oficina de origen juntamente con el envase y su cierre completo (hilo, plomo y marbete).
5. Igual procedimiento se seguirá cuando se reciban encomiendas expoliadas, levantándose además un acta de verificación en formulario CP 14 (Unión Postal Universal), que se remitirá conjuntamente con el boletín de verificación CP 13 (Unión Postal Universal) y los respectivos elementos de prueba.
6. Se aplicarán las disposiciones del párrafo 3 cuando se reciban encomiendas insuficientemente embaladas o averiadas, las que se reembalarán conservando hasta donde sea posible el embalaje, la dirección y etiqueta originales.
7. Si la avería fuera tal que hubiese permitido la sustracción del contenido, la oficina procederá a reembalar de oficio la encomienda, llenando las formalidades prescritas en el párrafo 5 y haciendo constar sobre el nuevo embalaje el peso que arrojó antes y después de esa operación. El mismo procedimiento se seguirá en caso de comprobarse una diferencia de peso que haga suponer la sustracción del contenido.

8. Si los interesados formularen reservas al recibir la encomienda, se levantará en su presencia un acta CP 14 (Unión Postal Universal), por duplicado, la cual será firmada por aquellos y por los agentes postales. Un ejemplar del acta se entregará al interesado y otro quedará en poder de la Administración.

9. Cualquier irregularidad que se compruebe en una encomienda con valor declarado dará motivo a la confección de un acta modelo CP 14 (Unión Postal Universal) y a la subsiguiente remisión de los elementos de prueba (hilo, sello o plomo, etiqueta, embalaje y recipiente).

10. Si la oficina de cambio destinataria no comunicare a la expedidora, por el correo siguiente a la recepción de un despacho de encomiendas, las irregularidades o errores de cualquier naturaleza que comprobare en aquél, se dará por recibido de conformidad, salvo prueba en contrario.

11. La comprobación de irregularidades no dará lugar a la devolución de la encomienda a origen, excepto cuando así proceda por contener artículos prohibidos.

12. Los boletines de verificación, así como las actas y elementos de prueba mencionados en el presente artículo, se transmitirán bajo pliego certificado, utilizando la vía más rápida.

#### ARTICULO 111

##### DEVOLUCION DE SACOS VACIOS

1. Los sacos se devolverán vacíos a la Administración y, en su caso, a la oficina de cambio a que pertenezcan, por el primer correo. La devolución se hará sin gastos y, dentro de lo posible, por la vía más rápida. Los marbetes también serán devueltos incluidos en los sacos.

2. Con los sacos vacíos se formarán despachos independientes, debidamente singularizados, con numeración anual correlativa, detallándose en las hojas de ruta el número de cada envase devuelto o, en su defecto, la cantidad global de los mismos. Cuando por su cantidad no se justifique la formación de despachos, los sacos podrán incluirse dentro de los que contengan encomiendas.

3. Las Administraciones se hacen responsables de los sacos cuya devolución no puedan probar, reembolsando, en este caso, el valor real del envase a la Administración interesada.

#### ARTICULO 112

##### PLAZO DE CONSERVACION DE LOS DOCUMENTOS

Los documentos del servicio de encomiendas, incluso los boletines de expedición, deberán conservarse durante un período

mínimo de dos años, a partir del día siguiente a la fecha a que dichos documentos se refieran. Los documentos relativos a litigios o reclamaciones habrán de conservarse hasta la liquidación del asunto.

#### ARTICULO 113

##### CUENTAS

1. La formación y liquidación de las cuentas concernientes al intercambio de encomiendas postales se sujetarán a las prescripciones del Acuerdo relativo a Encomiendas Postales de la Unión Postal Universal y su Reglamento de Ejecución.

2. El pago de las cuentas de encomiendas se hará con arreglo a lo establecido en el artículo 117 del Reglamento de Ejecución del Convenio de la Unión Postal de las Américas y España.

3. Sin embargo, todas las cuentas formuladas entre las Administraciones podrán ser compensadas anualmente por la Oficina Internacional de la Unión, debiendo los saldos deudores ser liquidados tan pronto como sea posible, dentro del plazo de tres meses a partir de la fecha en que el país interesado reciba el balance.

#### ARTICULO 114

##### ASUNTOS NO PREVISTOS

En todo lo no previsto en este Reglamento se aplicarán las disposiciones del de Ejecución del Acuerdo Relativo a Encomiendas Postales de la Unión Postal Universal o, en su defecto, la legislación interior de cada país.

#### ARTICULO 115

##### FECHA DE VIGENCIA Y DURACION DEL REGLAMENTO

El presente Reglamento empezará a regir en la misma fecha que el Acuerdo a que se refiere y tendrá la misma duración que éste.

En la ciudad de Bogotá, capital de la República de Colombia, a los nueve días del mes de noviembre del año de mil novecientos cincuenta y cinco.

## Por ARGENTINA



Miguel Angel ESPECHE

## Por BOLIVIA



Armando ARCE

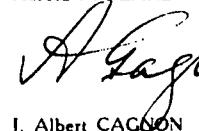
## Por CANADA



Walter J. TURNBULL



Harold N. PEARL



J. Albert CAGNON

## Por COLOMBIA



Guillermo BERRIO MUROZ



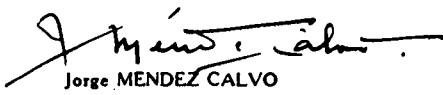
Luis MATAMOROS



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Federico LARSEN

Gustavo ECHEVERRI

Por COSTA RICA

*Alvaro Hernandez Escalante*

Alvaro HERNANDEZ ESCALANTE

Por CUBA

Oscar SIGARROA GUTIERREZ

*Ernesto Miranda Carballosa*

Ernesto MIRANDA CARBALLOSA

Por CHILE

*Luis Carvajal Cruzat*

Luis CARVAJAL CRUZAT

Por ECUADOR



Modesto Ponce Martinez

Modesto PONCE MARTINEZ

Por EL SALVADOR



Miguel Angel BUITRACO

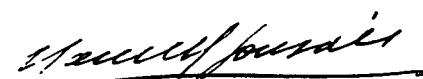


Anastasio Antonio ANDRADE

Por ESPAÑA



Germán BARAIBAR USANDIZAGA



Manuel GONZALEZ Y GONZALEZ



Aníbal MARTÍN GARCIA

Por ESTADOS UNIDOS DE AMERICA

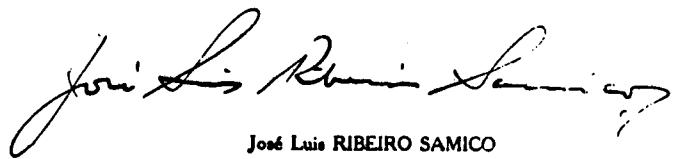


Creever Allan  
Creever ALLAN

Por ESTADOS UNIDOS DEL BRASIL



Roberto Comes Tarle Filho



José Luis Ribeiro Samico

José Luis RIBEIRO SAMICO

## Por GUATEMALA



Oscar Armando CRUZ S.

Oscar Armando CRUZ S.



Cristóbal REYES M.



Pedro URRUTIA

Pedro URRUTIA



Max CEBALLOS

Max CEBALLOS

## Por HAITI



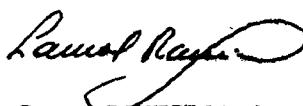
Werner APOLLON

## Por HONDURAS



Octavio CACERES LARA

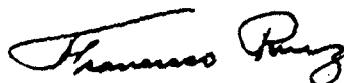
For MEXICO

  
Luis Francisco RAMIREZ UMARA

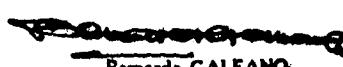
For NICARAGUA

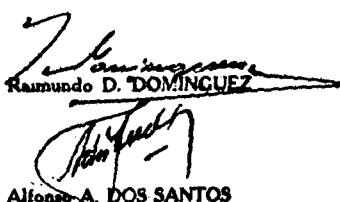
  
Gilberto LACAYO BERMUDEZ

For PANAMA

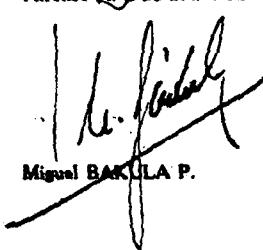
  
Francisco RUIZ

For PARAGUAY

  
Bernardo GALEANO

  
Alfonso A. DOS SANTOS

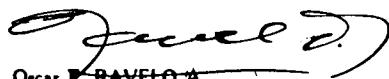
For PERU

  
Miguel BAKULA P.

Por REPUBLICA DOMINICANA



Federico LLAVERIAS



Oscar RAVELO A

Por REPUBLICA DE VENEZUELA

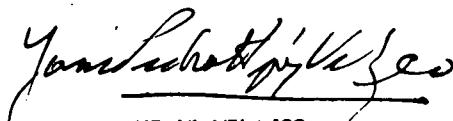


Francisco VELEZ SALAS



Oscar MISER

Por URUGUAY



José Pedro HEUGUY VELAZCO



Luisandro CUADRA

Es fiel copia,

JOSE J. MURILLO C.

Secretario General del Ministerio de Comunicaciones  
Vicepresidente del VII Congreso de la U. P. A. E.

[SEAL]

Having examined and considered the provisions of the foregoing Agreement Relative to Parcel Post, the Final Protocol thereto, and the Regulations of Execution of that Agreement, signed in the city of Bogota, Colombia, on the ninth day of November, 1955, the same are by me, by virtue of the powers vested by law in the Postmaster General, hereby ratified and approved, by and with the advice and consent of the President of the United States.

In witness whereof, I have caused the seal of the Post Office Department of the United States to be hereto affixed this 31st day of May, 1956.

ARTHUR E SUMMERFIELD  
*Postmaster General*

[SEAL]

I hereby approve the foregoing Agreement Relative to Parcel Post, the Final Protocol thereto, and the Regulations of Execution of that Agreement.

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, September 12, 1956

*Translation prepared by the Post Office Department*

## POSTAL UNION OF THE AMERICAS AND SPAIN

### AGREEMENT RELATIVE TO PARCEL POST

Concluded between:

Argentina, Bolivia, Canada, Colombia, Costa Rica, Cuba, Chile, Ecuador, El Salvador, Spain, the United States of America, the United States of Brazil, Guatemala, Haiti, Honduras, Mexico, Nicaragua, Panama, Paraguay, Peru, the Dominican Republic, the Republic of Venezuela, and Uruguay.

The undersigned, Plenipotentiaries of the Governments of the countries mentioned, in Congress assembled in the city of Bogotá, capital of the Republic of Colombia, by virtue of the provisions of Article 16 of the Convention of the Postal Union of the Americas and Spain signed in Bogotá on the ninth of November, 1955, have decided to conclude, *ad referendum*, the following Agreement:

TIAS 3653.  
*Ante*, p. 2658.

#### ARTICLE 1

##### PURPOSE OF THE AGREEMENT

1. Under the term of "Parcel Post" (*Encomiendas postales*, or the synonymous expressions *Paquetes postales* or *Bultos postales*), the countries enumerated shall exchange this class of articles, either directly or through the intermediary of services which are under the jurisdiction of one or more of them.

2. In the relations between the member countries whose Administrations have agreed thereto, parcel post shall be accepted for transport by air, being called in that case "air parcels".

#### ARTICLE 2

##### ACCEPTANCE

1. Parcel post may be accepted for mailing as:
  - a) Ordinary
  - b) Collect-on-delivery
  - c) Insured.

TIAS 3654

2. However, the acceptance of insured and/or collect-on-delivery parcels is limited to the Administrations agreeing to carry out this service.

### ARTICLE 3

#### WEIGHT AND DIMENSIONS

1. The maximum weight and dimensions of the parcels shall be those established in the pertinent Agreement of the Universal Postal Union. However, the Administrations of the member countries may, upon prior agreement of the countries concerned, accept parcels with other weight and dimension limits.

2. For air parcels, the unit of weight shall be that of 125 grams or fraction thereof. (Four ounces "avoirdupois" or fraction thereof).

### ARTICLE 4

#### POSTAGE RATES AND CREDITS

1. The postage on parcels exchanged by virtue of the present Agreement shall be composed solely of the sum total of the territorial charges of origin, transit, and destination. If necessary, the insurance premiums in force in the country of origin and the maritime charges established in the Agreement concerning Parcel Post of the Universal Postal Union may be added.

2. The territorial charges of origin, transit, and destination are established for each country in gold francs or their equivalent, as follows:

30 centimes per parcel up to 1 kilogram;  
40 centimes per parcel of more than 1 and up to 3 kilograms;  
50 centimes per parcel of more than 3 and up to 5 kilograms;  
100 centimes per parcel of more than 5 and up to 10 kilograms;  
150 centimes per parcel of more than 10 and up to 15 kilograms;  
200 centimes per parcel of more than 15 and up to 20 kilograms.

3. The Administrations have the option of establishing the rates mentioned in the preceding Section 2 on the basis of an average rate per kilogram, applicable to the total net weight of each dispatch.

4. The Administrations of origin and destination shall have the option of increasing up to double their amount the charges contemplated in Sections 2 and 3, as well as of applying a surcharge of 25 centimes on each parcel.

5. Administrations which, in the Universal regime, enjoy special authorizations to increase the charges set forth in Sections 2, 3, and 4, may also make use of such authorizations in the Americo-Spanish regime, but in no case may they apply higher rates than those established for the regime of the Universal Postal Union.

6. The Administration of origin shall credit each of the Administrations taking part in the transportation, including that of destination, with the corresponding charges, in accordance with the provisions of the preceding Sections.

7. The International Office shall publish and distribute the table of the territorial transit charges and those of departure and arrival due to each Administration.

8. Air parcels, aside from the air surcharge, shall be subject to the payment of the territorial charges designated by the Administrations of origin and destination.

#### ARTICLE 5

##### SPECIAL PARCELS

The Administrations may accept parcels for countries where devastations, epidemics, plagues, floods, fires, etc., have occurred, provided that the said parcels are addressed to the National Red Cross or to the Relief Committee established for that purpose in the affected countries. In such cases, origin, transit, and terminal charges shall not be collected, and no indemnities shall be paid for loss, rifling, or damage.

#### ARTICLE 6

##### CANCELLATION OF BALANCES UNDER 50 GOLD FRANCS

When, in settlements for the parcel post service between two countries, the annual balance does not exceed 50 gold francs, the debtor Administration shall be exempted from any payment, provided it has an agreement to that effect with the creditor Administration.

#### ARTICLE 7

##### CUSTOMS CLEARANCE, DELIVERY, STORAGE, AND OTHER CHARGES

1. The Administrations of destination may collect from the addressees of parcels:

- a) A fee of 80 centimes of a gold franc or the equivalent thereof as maximum for the operations, formalities, and transactions inherent to customs clearance.

- b) A fee equal to that established in their domestic service, up to a maximum of 40 centimes of a gold franc or the equivalent thereof, for the conveyance and delivery of each parcel to the addressee's domicile. When parcels are not delivered at the domicile of the addressee, the latter must be notified of their arrival. Administrations whose domestic regulations require it shall collect a special fee for the delivery of such notice, which may not exceed the postage on an ordinary single-rate letter of the domestic service.
  - c) A daily storage charge, no higher than that established by the domestic legislation of each country, to start from the time prescribed therein; but in no case may the total to be collected for such storage exceed 5 gold francs or the equivalent thereof.
  - d) The customs duties and all other non-postal charges established by their domestic legislation.
  - e) The amount of the consular fee, if it has not been paid beforehand by the sender.
  - f) The repacking fee of 50 centimes of a gold franc, at the most, prescribed in the corresponding Agreement of the Universal Postal Union. This fee shall be collected from the addressee or sender, as the case may be.
2. Parcels addressed to members of the Diplomatic and Consular Corps referred to in Article 45 of the Convention shall be exempted from the payment of the delivery fee, except those addressed to the latter if they contain articles subject to the payment of customs duties.

TIAS 3653.  
*Ante*, p. 2866.

#### ARTICLE 8

##### PROHIBITION AGAINST OTHER CHARGES

The parcels referred to in the present Agreement may not be subjected to other postal charges than those established in the preceding Articles.

#### ARTICLE 9

##### RESPONSIBILITY

- 1. The Administrations shall be responsible for the loss, rifling, or damage of parcels.
- 2. The sender shall be entitled, therefor, to an indemnity equivalent to the actual amount of the loss, rifling, or damage. This indemnity may not exceed:

- 10 gold francs per parcel up to the weight of 1 kilogram.  
15 gold francs per parcel of more than 1 and up to 3 kilograms.  
25 gold francs per parcel of more than 3 and up to 5 kilograms.  
40 gold francs per parcel of more than 5 and up to 10 kilograms.  
55 gold francs per parcel of more than 10 and up to 15 kilograms.  
70 gold francs per parcel of more than 15 and up to 20 kilograms.

3. The indemnity shall be calculated according to the current price of the same kind of merchandise at the place where and time when the parcel was accepted for mailing.  
4. For insured parcels exchanged between Administrations agreeing to establish this type of service, the indemnity may not exceed the insured value.

#### ARTICLE 10

##### EXCEPTIONS TO THE PRINCIPLE OF RESPONSIBILITY

The Administrations shall be exempted from all responsibility:

- a) In case of *force majeure*. The country in whose service the loss, rifling, or damage occurred will have to decide, in accordance with its domestic legislation, whether such loss, rifling, or damage is due to circumstances constituting a case of *force majeure*: those circumstances shall be made known to the country of origin. However, responsibility shall subsist with regard to the Administration of origin which undertook to cover the risks of *force majeure*.
- b) When they cannot account for articles owing to the destruction of service records due to a case of *force majeure*, provided that their responsibility could not be proved otherwise.
- c) When the damage was due to the fault or negligence of the sender, or stems from the nature of the contents.
- d) When it is a question of parcels whose contents fall within the scope of the prohibitions stipulated in the Agreement of the Universal Postal Union, provided that such parcels were confiscated or destroyed by the competent authority on account of their contents.
- e) When it is a question of parcels which were the subject of a fraudulent declaration of value higher than the actual value of the contents.

- f) When it is a question of parcels seized by virtue of the domestic legislation of the country of destination.
- g) When the sender has not made any inquiry within the period prescribed in the respective Article of the Agreement of the Universal Postal Union.
- h) When it is a question of parcels of prisoners of war or internees.

#### ARTICLE 11

##### UNDELIVERABLE PARCELS—RETURN

1. Parcels of whose arrival the addressees have been notified shall be held at the disposal of the latter for thirty days from the day following the one on which the notice was sent. This time limit may, at the request of the addressee, be increased to two months, provided that the sender has given no instructions to the contrary and the Administration of destination is not opposed thereto.

2. The senders shall be obliged to indicate on the dispatch note or customs declaration, as well as on the cover of the parcel, what disposal is to be made of it in case it cannot be delivered.

3. In the absence of instructions, and when it has been declared undeliverable, the parcel shall be returned to origin immediately.

4. The Administrations may collect for each parcel which they return to origin as undeliverable the following amounts:

- a) The amount due as terminal charge.
- b) The charges referred to in Section 1 of Article 4.
- c) The charges incurred by the parcels in the country of destination for onward transmission.
- d) The storage charge referred to in subsection c) of Section 1 of Article 7.
- e) The repacking fee.

5. Abandoned parcels or those which, having been returned, cannot be delivered to their senders, shall remain at the disposal of the Administration of destination or of origin, as the case may be, to be dealt with in accordance with their domestic legislation.

#### ARTICLE 12

##### FRAUDULENT DECLARATION

In cases where it has been proved that the senders of a parcel falsely declared the value, quality, weight, or measure of the contents, or that, by any other means whatsoever, they intend to defraud the fiscal interests of the country of destination,

endeavoring to evade or reduce the payment of the importation duties, concealing articles or declaring them in such a manner as to show evident intention of escaping or reducing the amount of such duties, the parcel shall be disposed of in accordance with the domestic legislation of the country of destination, neither the sender nor the addressee being entitled to any indemnity.

#### ARTICLE 13

##### PARCELS WITH TWO ADDRESSES

Senders may mail parcels addressed to banks or other institutions for delivery to a second addressee; but delivery to the latter shall be made upon prior authorization of the first addressee. However, the second addressee shall be notified of the arrival of such parcels, and the charges established in Article 7 may be collected.

#### ARTICLE 14

##### PROPOSITIONS DURING THE INTERVAL BETWEEN MEETINGS

1. The present Agreement may be modified in the interval between Congresses, following the procedure established in the Convention of the Universal Postal Union in force.
2. In order to become effective, the modifications must obtain:
  - a) A unanimity of votes, if it is a question of introducing new provisions or modifying the present Article or those bearing the numbers 1, 2, 3, 4, 7, 8, 9, 10, and 11.
  - b) Two-thirds of the votes in order to modify the other provisions.

#### ARTICLE 15

##### MATTERS NOT PROVIDED FOR

1. All matters not provided for by this Agreement shall be governed by the provisions of the Parcel Post Agreement of the Universal Postal Union and its Regulations of Execution, and, in the absence of such provisions, by the domestic legislation of the country where the parcel in question is on hand.
2. However, the Administrations of the member countries may, by agreement, establish other details for the execution of the service.
3. The right which the Administrations of the member countries enjoy of keeping in force the customary procedure adopted in compliance with Agreements which may exist between them is recognized, provided that such procedure does not contravene the provisions contained in this Agreement.

**ARTICLE 16****EFFECTIVE DATE AND DURATION OF THE AGREEMENT**

1. The present Agreement shall become effective on March 1, 1956, and shall remain in force without time limit, each of the member countries reserving to itself the right to denounce it by means of a notice given by its Government to that of the Oriental Republic of Uruguay, which shall make it known to the other member countries.

2. The Agreement shall cease to govern with regard to the member country which denounced it upon completion of the period of one year counting from the day of the receipt of the notification by the Uruguayan Government.

3. In testimony whereof, the Plenipotentiaries of the Governments of the countries enumerated above sign the present Agreement in the city of Bogotá, capital of the Republic of Colombia, on the ninth day of the month of November, 1955.

**FINAL PROTOCOL OF THE  
AGREEMENT RELATIVE TO PARCEL POST**

At the moment of signing the Agreement Relative to Parcel Post concluded by the Seventh Congress of the Postal Union of the Americas and Spain, the Plenipotentiaries who undersign agreed upon the following:

**I**

The United States of America formulates a reservation to Article 4, "Postage Rates and Credits", to the effect that it is empowered to increase up to double their amount the territorial transit charges established in that Article and to apply, in addition, a surcharge of 25 centimes of a gold franc per parcel.

**II**

The United States of America formulates a reservation to Article 9, "Responsibility", to the effect that it will not pay any indemnity for the loss, rifling, or damage of ordinary parcels sent to or received from the member countries of the Union.

Bogotá, capital of the Republic of Colombia, on the ninth day of the month of November, 1955.

[For signatories, see *ante*, pp. 2696-2702.]

## REGULATIONS OF EXECUTION OF THE AGREEMENT RELATIVE TO PARCEL POST

Concluded between:

Argentina, Bolivia, Canada, Colombia, Costa Rica, Cuba, Chile, Ecuador, El Salvador, Spain, the United States of America, the United States of Brazil, Guatemala, Haiti, Honduras, Mexico, Nicaragua, Panama, Paraguay, Peru, the Dominican Republic, the Republic of Venezuela, and Uruguay.

The undersigned, in the name of the Administrations which they represent, have approved the following Regulations in order to assure the execution of the preceding Agreement:

### ARTICLE 101

#### ROUTING—TRANSMISSION

1. Each Administration shall be obligated to forward, by the ways and means which it utilizes for its own parcels, those which may be sent to it by another Administration for dispatch in transit through its territory.
2. The forwarding routes shall be agreed upon by the Administrations concerned and included in the CP 1 table (Universal Postal Union).
3. The transmission of parcels between adjacent countries shall be effected in accordance with the conditions established by mutual agreement between the Administrations concerned.
4. The exchange of parcels between non-adjacent countries shall be made in closed dispatches.
5. The Administrations shall make known to one another, through the intermediary of the International Office of the Postal Union of the Americas and Spain, their qualified exchange offices and the jurisdiction encompassed by each of them.

### ARTICLE 102

#### DISPATCH NOTES AND CUSTOMS DECLARATIONS

1. One dispatch note and as many customs declarations as are required by the country of destination, conforming to forms CP 2 and CP 3 (Universal Postal Union), shall be prepared for each parcel; the customs declarations shall be attached securely to the dispatch note.

2. The formalities which the sender must comply with shall be those established in the Universal postal legislation.

3. Provided that the Administration of destination is not opposed thereto, up to three ordinary parcels, mailed by the same sender and addressed to the same addressee, may be included in a single dispatch note with its respective customs declarations. This provision does not apply in the case of collect-on-delivery and/or insured parcels.

4. If the Administration of destination permits it, that of origin may use tie-on tags, which take the place of dispatch notes and customs declarations, in which case the said tags shall have the same legal force as the documents which they replace.

#### ARTICLE 103

##### PARCELS WITH TWO ADDRESSES

Senders of parcels addressed to banks or other institutions for delivery to second addressees shall be obligated to indicate on the labels, wrappers, or covers of same the exact name and address of the persons for whom such parcels are intended.

#### ARTICLE 104

##### INSURED PARCELS

1. As far as their preparation for mailing is concerned, insured parcels must conform to the provisions established in the Regulations of Execution of the Universal Postal Union, and such articles, as well as their dispatch notes, shall be identified by a label, form CP 7 or CP 8 (Universal Postal Union), distinguished by the words "valor declarado" (insured).

2. The sender must indicate on the parcel and on the dispatch note, in ink or indelible pencil, in Latin characters and [Arabic] numerals, without erasures or corrections, the amount of the insurance in currency of the country of origin. The amount of the said insurance must be converted into gold francs, underlined with a colored-pencil mark.

3. The Administration of origin shall note on the address of the parcel and on the dispatch note the exact weight in grams.

4. The Administrations shall furnish the sender gratuitously a receipt showing the mailing particulars of the parcel.

5. When, in consequence of the provisions of Article 12 of the Agreement, an Administration confiscates a parcel, it shall report the fact to the Administration of origin at the earliest moment possible, transmitting the evidence to it.

**ARTICLE 105****RECORDING OF ORDINARY PARCELS**

1. Every parcel and its relative dispatch note shall have affixed thereon the label form CP 8 (Universal Postal Union), with indication of the order number of the article and the name of the office of origin.
2. Administrations may deliver to the sender a receipt with the particulars of mailing.
3. The office of origin shall affix on the dispatch note the stamp showing the date of mailing, and shall indicate the weight of the parcel in kilograms and hundreds of grams.

**ARTICLE 106****FORWARDING**

1. For the forwarding of parcels, the provisions contained in the Regulations of Execution of the Agreement of the Universal Postal Union shall govern.
2. However, in cases of parcels in transit which an intermediary Administration must forward by a more costly route, due to interruption of the usual route on which the charges were calculated or because of *force majeure*, the additional expenditures occasioned thereby shall be borne by the latter.
3. In cases of erroneous forwarding imputable to the postal service, the Administration which forwards the parcel to its real destination shall credit to the Administration to which it delivers the parcel the transportation charges (territorial and maritime) caused by the new forwarding, and shall credit to itself the amount for which it finds itself indebted on this account in an account with the Administration which had transmitted the missent parcel to it.

**ARTICLE 107****RETURN—CHARGES**

1. The office which returns a parcel to the sender shall indicate thereon and on the dispatch note the reason for the non-delivery.
2. The charges and fees mentioned in Section 4 of Article 11 of the Agreement, which have to be met by the sender, shall be entered in the respective column of the parcel bill CP 11 (Universal Postal Union).
3. When the office which returns a parcel does not indicate those amounts, the office which receives it shall credit to it without further formality only the charges referred to in subsections a) and b) of the above-mentioned Section.

**ARTICLE 108****FORMATION OF DISPATCHES**

1. The parcels shall be entered on a parcel bill form CP 11 (Universal Postal Union), with all the details required by the latter, and two copies of same shall be sent to the office of destination of the dispatch. However, the Administrations may come to an agreement with one another to enter the parcels on the said form in the manner best suited for their respective services.
2. Administrations deciding to utilize the average charge per kilogram, in accordance with the provisions of Section 3 of Article 4, shall indicate on the parcel list the number of same, the total net weight, and the total number of sacks composing each dispatch.
3. The dispatching exchange offices shall number the dispatches consecutively, on an annual basis, to each exchange office of destination. In the first dispatch of each year shall be noted the number of the last dispatch of the preceding year.
4. The dispatch notes, customs declarations, and other required documents shall accompany the parcels contained in each sack which forms the dispatch.
5. The sacks shall be secured with fastenings guaranteeing the intactness of their contents, and shall bear an ocher-yellow label mentioning the number of the dispatch, order number of the sack, number of parcels which it contains, and the gross weight of same. The tag of the sacks containing insured parcels shall be distinguished by the letter "V" in red.
6. In the last sack of those composing the dispatch shall be included the parcel bills CP 11 (Universal Postal Union), and such sacks shall be distinguished by the letter "F" on the tag.

**ARTICLE 109****DISPATCHES IN TRANSIT**

The dispatching exchange office shall send to each of the intermediary Administrations a parcel bill form CP 12 (Universal Postal Union), with the detail of the credits due them. The Administrations shall agree upon the manner of transmission of that document.

**ARTICLE 110****RECEIPT AND VERIFICATION OF THE DISPATCHES**

1. The Administrations shall adopt the necessary measures in order to assure the receipt of the dispatches immediately upon the arrival of the medium of transportation which conveyed them.

2. The exchange office of destination shall verify the condition of the sacks, their fastenings, and the weight indicated on the tag before issuing a receipt for the dispatch, noting on the waybill the irregularities observed, which shall be reported by the next mail to the dispatching exchange office and/or to the intermediary office, if the case should require it. The intermediary offices shall follow a similar procedure, should the occasion arise, informing, in addition, the office of destination.

3. If, upon checking the service documents relative to the dispatches received, errors or omissions are proved, the receiving office shall immediately make the necessary corrections, taking care to cross out the erroneous particulars in such a manner that the original notations may be recognized, and shall report the fact to the office of origin by means of a bulletin of verification, form CP 13 (Universal Postal Union), which shall be sent in duplicate. These corrections, unless there is an evident error, shall prevail over the original declarations.

4. When a shortage of parcels is verified, then, in addition to the form CP 13 (Universal Postal Union) referred to in the preceding Section, a report shall be drawn up recording the fact, which shall be added to the form CP 13 and sent to the office of origin together with the sack and its complete fastening (string, lead seal, and tag).

5. A similar procedure shall be followed when parcels are received rifled, and in addition a report shall be drawn up on form CP 14 (Universal Postal Union), which shall be sent together with the bulletin of verification form CP 13 (Universal Postal Union) and the respective exhibits.

6. The provisions of Section 3 shall apply when parcels are received insufficiently packed or damaged; such parcels shall be repacked, preserving as far as possible the original packing material, address, and label.

7. Should the damage be of such a nature as to have permitted the rifling of the contents, the office shall proceed to repack the parcel officially, complying with the formalities prescribed in Section 5 and noting on the new wrapper the weight before and after that operation. The same procedure shall be followed in case a difference in weight is proved, leading to the supposition that the contents were rifled.

8. If the parties concerned should make reservations upon receipt of the parcel, a report, form CP 14 (Universal Postal Union), shall be drawn up in their presence, in duplicate, which shall be signed by them and by the postal agents. A copy of

the report shall be delivered to the party concerned and another shall remain in possession of the Administration.

9. Any irregularity verified in an insured parcel shall give rise to the drawing up of a report, form CP 14 (Universal Postal Union), and the subsequent transmission of the exhibits (string, seal or lead seal, label, packing material and container).

10. If the exchange office of destination should fail to report to the dispatching exchange office, by the mail following the receipt of a dispatch of parcels, any irregularities or errors verified therein, that dispatch shall be considered as received in good order, barring proof to the contrary.

11. Proof of irregularities shall not give rise to the return of the parcel to origin, except when that is the procedure to be followed because it contains prohibited articles.

12. The bulletins of verification, as well as the reports and exhibits mentioned in this Article, shall be transmitted under registered cover, utilizing the most rapid route.

#### ARTICLE 111

##### RETURN OF EMPTY SACKS

1. Sacks shall be returned empty to the Administration, and, if possible, to the exchange office to which they belong, by the first mail. The return shall be made without expense and, as far as possible, by the most rapid route. The tags shall also be returned, enclosed in the sacks.

2. Separate dispatches, duly distinguished, shall be made up of the empty sacks, with annual, consecutive numbering, indicating on the parcel bills the number of each returned sack, or, if they have no numbers, the total number of same. When, because of their limited number, the formation of dispatches is not justified, the sacks may be included in those containing parcels.

3. The Administrations are held responsible for the sacks whose return they cannot prove, reimbursing, in such case, the actual value of the sack to the Administration concerned.

#### ARTICLE 112

##### PERIOD FOR RETENTION OF DOCUMENTS

The documents of the parcel post service, including the dispatch notes, must be kept for a minimum period of two years, counting from the day following the date to which the said documents refer. Documents pertaining to disputes or claims must be kept until the matter is settled.

**ARTICLE 113****ACCOUNTS**

1. The preparation and settlement of accounts pertaining to the exchange of parcel post shall be subject to the provisions of the Agreement Relative to Parcel Post of the Universal Postal Union and its Regulations of Execution.

2. Payment of the parcel post accounts shall be made in accordance with the provisions of Article 117 of the Regulations of Execution of the Convention of the Postal Union of the Americas and Spain.

3. However, all accounts between Administrations may be cleared annually through the International Office of the Union, the debtor balances to be settled as soon as possible within the period of three months from the date on which the country concerned receives the balance sheet.

TIAS 3653.  
*Ante*, p. 2681.

**ARTICLE 114****MATTERS NOT PROVIDED FOR**

In all matters not provided for in these Regulations, the provisions of the Regulations of Execution of the Agreement Relative to Parcel Post of the Universal Postal Union shall apply, or, in the absence of such provisions, the domestic legislation of each country.

**ARTICLE 115****EFFECTIVE DATE AND DURATION  
OF THE REGULATIONS**

The present Regulations shall become effective on the same date as the Agreement to which they refer, and shall have the same duration as the latter.

In the city of Bogotá, capital of the Republic of Colombia, on the ninth day of the month of November, 1955.

[For signatories, see *ante*, pp. 2710-2716.]



# MULTILATERAL

## Money Orders: Postal Union of the Americas and Spain

*Agreement and Final Protocol signed at Bogotá November 9, 1955.  
Ratified and approved by the Postmaster General of the United States of  
America May 31, 1956;  
Approved by the President of the United States of America September  
12, 1956;  
Entered into force March 1, 1956.*

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## UNION POSTAL DE LAS AMERICAS Y ESPAÑA

### ACUERDO RELATIVO A GIROS POSTALES

Celebrado entre:

Argentina, Bolivia, Colombia, Costa Rica, Cuba, Chile, Ecuador, El Salvador, España, Estados Unidos de América, Guatemala, Haití, Honduras, México, Nicaragua, Panamá, Paraguay, Perú, República Dominicana, República de Venezuela y Uruguay.

Los infrascritos, Plenipotenciarios de los Gobiernos de los países mencionados, reunidos en Congreso en la ciudad de Bogotá, capital de la República de Colombia, en virtud de lo dispuesto por el artículo 16 del Convenio de la Unión Postal de las Américas y España, firmado en Bogotá, el nueve de noviembre de 1955, han determinado celebrar "ad referéndum" el Acuerdo siguiente:

#### ARTICULO 1

##### OBJETO DEL ACUERDO

El cambio de giros postales entre los países contratantes, cuyas Administraciones convengan en realizar este servicio, se regirá por las disposiciones del presente Acuerdo.

#### ARTICULO 2

##### MONEDA

El importe de los giros se expresará en la moneda del país de destino. Sin embargo, las Administraciones quedan facultadas

para adoptar de común acuerdo otra moneda, cuando así convenga a sus intereses.

### ARTICULO 3

#### CONDICIONES PARA EL CAMBIO DE LOS GIROS

1. El cambio de giros postales en los países contratantes se llevará a cabo por medio de listas conforme al modelo GP1 anexo, que se encaminarán a su destino, preferentemente por la vía aérea, por cuenta de la Administración expedidora.
2. En idénticas condiciones a las señaladas en el párrafo 1 de este artículo, expedirán toda su correspondencia las oficinas centrales para el cambio de giros a que se refiere el mismo epígrafe.
3. Cada Administración designará las oficinas de su país que hayan de encargarse de formular dichas listas y enviarlas a aquellas otras oficinas que, para los mismos fines, designen las demás Administraciones.
4. Asimismo, las Administraciones podrán acordar la realización del servicio, por el sistema de "tarjeta", esto es, de remisión de títulos.
5. En los casos de fuerza mayor que imposibiliten el intercambio directo de giros, el país expedidor, aun sin que medie petición del remitente o del destinatario, podrá dirigirlos, previo acuerdo entre las Administraciones interesadas y sujetos a las reglas precedentes, a otro país distinto para que éste, a su vez, los reexpida a su destino por la vía que haga factible su entrega.

### ARTICULO 4

#### GIROS TELEGRAFICOS

Las disposiciones de este Acuerdo se harán extensivas al servicio de giros telegráficos entre aquellos países que convengan en prestarlo. A tal efecto, previo arreglo entre sí, fijarán las condiciones reglamentarias del propio servicio.

### ARTICULO 5

#### LIMITES MAXIMOS DE EMISION

1. Las Administraciones de los países contratantes que convengan en prestar este servicio se pondrán de acuerdo para fijar el límite máximo de los giros que cambien entre sí.
2. Sin embargo, los giros relativos al Servicio de correos, emitidos con franquicia de porte en aplicación de las disposiciones del artículo 9, podrán exceder del máximo fijado por cada Administración.

**ARTICULO 6****TASAS Y DERECHOS DE COMISION**

1. El remitente de todo giro emitido conforme a las disposiciones del presente Acuerdo deberá abonar la tasa que fije la Administración de origen, según su reglamentación y con la escala adoptada y promulgada para su servicio interno.

2. Cuando los giros se cursen por expreso, las Administraciones podrán percibir el derecho especial establecido, que no excederá del que rija para la correspondencia.

**ARTICULO 7****ENDOSOS**

Los países contratantes quedan autorizados para permitir en su territorio y de acuerdo con su legislación interior el endoso de los giros de cualquier país.

**ARTICULO 8****RESPONSABILIDAD**

Las Administraciones serán responsables, ante los remitentes, de las cantidades que éstos depositen para ser invertidas en giros postales, hasta el momento en que sean pagados a los destinatarios o endosatarios.

**ARTICULO 9****FRANQUICIA DE DERECHOS**

Estarán exentos de todo derecho los giros relativos al servicio, cambiados entre las Administraciones o entre las oficinas de Correos dependientes de cada Administración, así como también los que remitan a las Oficinas Internacionales de Montevideo o a la de Transbordos de Panamá y vice-versa.

**ARTICULO 10****PLAZO DE VALIDEZ DE LOS GIROS**

1. Salvo acuerdo en contrario, todo giro postal será pagadero en el país de destino, dentro de los seis meses siguientes al de su emisión.

2. El importe de los giros que no haya sido pagado dentro de dicho período se acreditará a la Administración de origen, a la cual se enviará al efecto una fórmula GP4 con el detalle de tales giros, para que proceda de acuerdo con su Reglamento.

**ARTICULO 11****CAMBIO DE DIRECCION Y REINTEGRO DE GIROS**

1. Cuando el remitente desee corregir un error en la dirección del destinatario o solicitar la devolución del importe del giro, hará la gestión ante la Administración del país que lo haya emitido.
2. Por lo general un giro postal no será reintegrado sin autorización de la Administración Central del país pagador. Dicha autorización se dará por medio de una comunicación independiente dirigida a la Administración de origen, y el monto total de los giros cuyo reintegro se autorice se acreditará en la próxima cuenta a formalizarse.

**ARTICULO 12****AVISO DE PAGO**

1. El remitente de un giro podrá obtener un aviso de pago, mediante un derecho equivalente al percibido por la Administración de origen en concepto de aviso de recibo de la correspondencia certificada. Este derecho pertenecerá a la Administración de origen.

2. La Administración de destino extenderá el aviso de pago en un impreso conforme al modelo GP6 y lo remitirá al propio interesado directamente o a la Administración emisora para su entrega a aquél.

**ARTICULO 13****REEXPEDICION**

1. A petición del remitente o del destinatario de los giros, éstos podrán ser reexpedidos a otro país distinto, siempre que exista intercambio de giros con el nuevo país de destino. En este caso, la Administración reexpedidora no percibirá derecho alguno.
2. En caso de reexpedición, el giro se considerará como si hubiese sido pagado por la Administración reexpedidora, la cual lo incluirá en la cuenta por tal concepto, añadiendo la palabra "Reexpedición".

**ARTICULO 14****LEGISLACION INTERIOR**

Los giros postales que se cambien entre dos países están sujetos, en lo que concierne a su emisión y pago, a las disposiciones vigentes en los de origen y destino, según el caso, aplicables a los giros postales interiores.

**ARTICULO 15****FORMACION DE LAS LISTAS**

1. Cada oficina de cambio comunicará a la de cambio correspondiente, en las fechas en que se imponga el giro, las cantidades recibidas

en su país para ser pagadas en el otro, haciendo uso del modelo GP1 anexo.

2. Todo giro postal anotado en las listas llevará un número progresivo que se denominará "número internacional", comenzando el primero de enero o el primero de julio de cada año, según se convenga, con el número 1. Cuando al término del año o semestre, se varíe la numeración, la primera lista deberá llevar, además del número de la serie, el último número internacional de la serie anterior.

3. Las oficinas de cambio se acusarán recibo de cada lista por medio de la primera lista siguiente, enviada en la dirección opuesta.

4. Cualquier lista que faltare será reclamada inmediatamente por la oficina de cambio que comprobare la falta. La oficina de cambio remitente, en tal caso, enviará lo antes posible a la reclamante un duplicado de la lista pedida, debidamente formalizado.

#### ARTICULO 16

##### COMPROBACION Y RECTIFICACION DE LAS LISTAS

1. Las listas serán revisadas cuidadosamente por la Oficina de cambio destinataria y corregidas cuando contengan simples errores. De estas correcciones será informada la oficina de cambio remitente al acusársele recibo de la lista en que se hubieran efectuado.

2. Cuando tales errores sean de importancia, la oficina de cambio destinataria solicitará aclaraciones a la remitente, que informará dentro del más breve plazo. Entretanto, se suspenderá la emisión de los giros postales internos correspondientes a las libranzas cuya aclaración se hubiere solicitado. Estas cuestiones se tramitarán, de ser posible, utilizando la vía aérea.

#### ARTICULO 17

##### PAGO DE LOS GIROS

1. Al recibirse en una oficina de cambio una lista de giros con arreglo a lo dispuesto en el artículo 15, dicha oficina procederá a efectuar u ordenar el pago a los destinatarios en la moneda del país de destino de las cantidades que, en dicha moneda o en otra convenida, figuren en la lista, de conformidad con los reglamentos vigentes en cada país para el pago de los giros internacionales.

2. La Administración de destino procurará en todos los casos realizar sin demora el pago a los beneficiarios. Si transcurrido un mes de remitido el aviso al beneficiario no se hubiera efectuado el pago, se comunicará el hecho a la Administración de origen para que lo ponga en conocimiento del remitente.

3. Los duplicados de giros postales se expedirán solamente por la Administración del país emisor, de conformidad con su legislación interna y previa comprobación de que el giro no ha sido ni pagado al destinatario ni reembolsado al expedidor.

#### ARTICULO 18

##### RENDICION Y LIQUIDACION DE CUENTAS

1. Salvo acuerdo en contrario, al final de cada trimestre, la Administración acreedora formulará la cuenta respectiva para la Administración corresponsal, en que conste:

- a) Los totales de las listas que contengan el detalle de los giros emitidos en ambos países durante el trimestre;
- b) Los totales de los giros que hubieren sido reintegrados a los remitentes;
- c) Los totales de los giros que hubieren caducado durante el trimestre.

2. El haber de cada Administración se expresará en la moneda de su país.

3. El importe menor será convertido a la moneda del país acreedor con arreglo al cambio medio del trimestre a que se refiera la cuenta.

4. Esta cuenta, extendida en doble ejemplar, se enviará, por la Administración que la haya formulado, a la Administración correspondiente. Si el saldo resultare a favor de esta Administración, se pagará uniendo a la cuenta una letra a la vista sobre el país acreedor. Si el saldo resultare a favor de la Administración que haya formulado la cuenta, el pago se llevará a cabo por la Administración deudora, en la forma indicada en el párrafo anterior, al devolverse aceptada la cuenta. Para la formación de esta cuenta trimestral se utilizarán los modelos GP1, GP2, GP3 y GP4,[<sup>1</sup>] anexos al presente Acuerdo.

5. También podrá entenderse las Administraciones para no efectuar conversiones sino para realizar la liquidación unilateralmente; esto es, para abonar cada Administración a la otra el importe total de los giros pagados por su cuenta. En tal caso, cada Administración habrá de formular una cuenta trimestral.

<sup>1</sup> Should read: "los modelos GP2, GP3, GP4 y GP5.". [Footnote by the Post Office Department.]

**ARTICULO 19****SUPRESION DE CUENTAS POR INTERCAMBIO DE GIROS**

1. Las Administraciones podrán, previo mutuo acuerdo, suprimir la formación de las cuentas a que se refiere el artículo anterior. En este caso, deberán comprometerse a enviar adjunto a cada lista de giros modelo GP1 un cheque por el importe total de los mismos, aplicándose igual procedimiento cuando esté indicado el uso de los modelos GP3 y GP4.

2. Los cheques, salvo acuerdo en contrario, serán expedidos en la moneda del país acreedor.

**ARTICULO 20****ANTICIPOS A BUENA CUENTA**

1. Cuando resultare que una Administración deba a la otra, por cuenta de giros postales, un saldo que exceda de 25.000 francos oro o la equivalencia aproximada de esta cantidad en su propia moneda, la Administración deudora deberá enviar a la acreedora, a la mayor brevedad posible y como anticipo a buena cuenta, una cantidad aproximada al saldo de la liquidación trimestral a que se refiere el artículo 18.

2. Si la cantidad adelantada fuese superior al saldo de la liquidación definitiva del período, la diferencia será transferida al siguiente, quedando sobreentendido que, en caso de suspensión del servicio, el posible exceso será reintegrado inmediatamente en la misma moneda recibida.

**INTERCAMBIO POR EL SISTEMA DE TARIFA [1]****ARTICULO 21**

Las Administraciones que convinieran en practicar el intercambio por el sistema a que se refiere el párrafo 4 del artículo 3, lo harán sobre la base de las pertinentes disposiciones del Acuerdo de la Unión Postal Universal, con observancia de las peculiaridades del presente.

**ARTICULO 22****SUSPENSION DEL SERVICIO**

1. Las Administraciones de los países contratantes podrán, cuando lo juzguen conveniente, suspender temporalmente la emisión de giros postales. Asimismo, quedan facultadas para adoptar todas aquellas disposiciones que estimen oportunas para salvaguardar sus intereses y evitar posibilidad de agio.

<sup>1</sup> Should read "TARJETA." [Footnote by the Post Office Department.]

2. La Administración que adopte alguna de las medidas aludidas en el párrafo anterior deberá comunicarlo con toda urgencia a las Administraciones con las que cambie giros postales.

#### ARTICULO 23

##### PROPOSICIONES DURANTE EL INTERVALO DE LAS REUNIONES

El presente Acuerdo podrá ser modificado en el intervalo que medie entre los Congresos, siguiendo el procedimiento establecido en el Convenio de la Unión Postal Universal. Para que tengan fuerza ejecutiva las modificaciones, deberán obtener:

- a) Unanimidad de sufragios si se trata de introducir nuevas disposiciones o de modificar los artículos 1, 2, 5, 8, 9, 14, 18, 19, 20, 22, 23, y 24.
- b) Dos tercios de sufragios para modificar los demás artículos.

#### ARTICULO 24

##### VIGENCIA Y DURACION DEL ACUERDO

1. El presente Acuerdo empezará a regir el día 1º de marzo del año 1956 y quedará en vigencia sin limitación de tiempo, reservándose cada uno de los países miembros el derecho de denunciarlo, mediante aviso dado por su Gobierno al de la República Oriental del Uruguay, el cual lo hará saber a los demás países miembros.

2. El Acuerdo dejará de regir con respecto al país miembro que lo haya denunciado al vencer el plazo de un año a contar del día de la recepción de la notificación por el Gobierno Uruguayo.

3. En fe de lo resuelto, los Plenipotenciarios de los Gobiernos de los países arriba enumerados suscriben el presente acuerdo en la ciudad de Bogotá, capital de la República de Colombia, a los nueve días del mes de noviembre de mil novecientos cincuenta y cinco.

**Por ARGENTINA**  
Miguel Angel ESPECHE**Por BOLIVIA**

Armando ARCE

**Por CANADA**  
Walter J. TURNBULL

Harold N. PEARL



J. Albert CACON

**Por COLOMBIA**  
Gustavo BERRIO MUÑOZ  
Luis MATAMOROS  
Carlos ALBORNOZ R.

*José Ramón Elorza*  
José R. MURILLO C.

*Fernando Carrizosa*  
Fernando CARRIZOSA

*Jorge Méndez Calvo*  
Jorge MENDEZ CALVO

*Antonio Bayona*  
Antonio BAYONA

*Antonio Cortázar*  
Antonio CORTAZAR

*Jaime Cabrera*  
Jaime CABRERA S.

*Guillermo Pardo*  
Guillermo PARDO CURREA

*Guillermo Jaramillo*  
Guillermo JARAMILLO U.

*Gerardo Rojas Bueno*  
Gerardo ROJAS BUENO

*José Ramón Vergara*  
José Ramón VERGARA

*D. M. G. R. C. O.*  
Manuel G. VEGA O. *G. G. P.*  
*A. L. M. C. C. A. S. L. A. N. D.*  
*Alberto Sanchez de Iriarte*  
Alberto SANCHEZ DE IRIARTE

*F. Larsen*  
Federico LARSEN  
*Gustavo Echeverri*  
Gustavo ECHEVERRI

## Por COSTA RICA

*A. Fernandez Escalante*  
Alvaro FERNANDEZ ESCALANTE

## Por CUBA

*Oscar Sicarrea Gutierrez*  
Oscar SICARROA GUTIERREZ  
*E. Miranda Carballosa*  
Ernesto MIRANDA CARBALLOSA

## Por CHILE

*Luis Carvajal*  
Luis CARVAJAL CINQUAT

Por ECUADOR



*Modesto Ponce Martinez*

Modesto PONCE MARTINEZ

Por EL SALVADOR

Miguel Angel BUITRACO

Anastasio Antonio ANDRADE

Por ESPAÑA



*Germán Baraibar Usandizaga*

Germán BARAIBAR USANDIZAGA

Manuel GONZALEZ Y GONZALEZ

Aníbal MARTÍN GARCIA

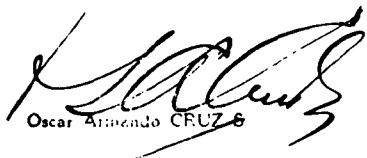
Por ESTADOS UNIDOS DE AMERICA



*Greever Allan*

Greever ALLAN

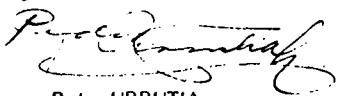
Por GUATEMALA



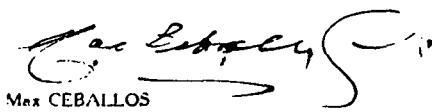
Oscar Armando CRUZ G.



Cristobal DEYES M.



Pedro URRUTIA



Max CEBALLOS

Por HAITI



Wesner APOLLO

Por HONDURAS



Octavio CACERES LARA

Por MEXICO



Lauro Francisco RAMIREZ UMARA

Por NICARAGUA



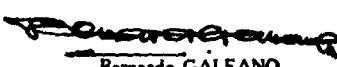
Gilberto LACAYO BERMUDEZ

Por PANAMA

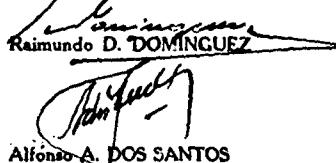


Francisco RUIZ

Por PARAGUAY

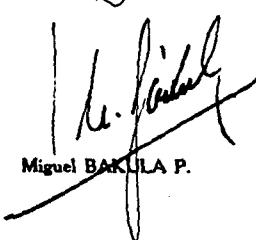


Bernardo GALEANO



Alfonso A. DOS SANTOS

Por PERU

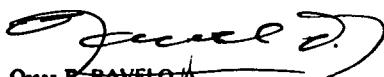


Miguel BAKULA P.

Por REPUBLICA DOMINICANA



Federico LLAVERIAS



Oscar RAVELO A.

Por REPUBLICA DE VENEZUELA



Francisco VELEZ SALAS



Oscar MISIÉ

Por URUGUAY



José Pedro HEUY VELAZCO



Lisandro CUADRI

**UNION POSTAL DE LAS AMERICAS  
Y ESPAÑA**

**PROTOCOLO FINAL DEL ACUERDO RELATIVO A GIROS  
POSTALES**

En el momento de firmar el Acuerdo relativo a Giros Postales celebrado por el VII Congreso de la Unión Postal de las Américas y España, los Plenipotenciarios que suscriben han convenido lo siguiente:

Los Estados Unidos de América formulan una reserva en el sentido de que no pueden aceptar las estipulaciones de los Artículos siguientes:

Artículo 5, Párrafo 2	“Reexpedición”
Artículo 9,	“Límites máximos de emisión”
Artículo 10,	“Franquicia de derechos”
Artículo 12,	“Plazo de validez de los giros”
Artículo 13,	“Aviso de pago”

Bogotá, capital de la República de Colombia, a los nueve días del mes de noviembre de mil novecientos cincuenta y cinco.

Por ARGENTINA

  
Miguel Angel ESPECHE

Por BOLIVIA



Armando ARCE

Por COLOMBIA

  
Guillermo BERRIÓ MUÑOZ

  
Luis MATAMOROS

  
Carlos ALBORNOZ R.

*02 de Junio de 1962*  
José J. MURILLO C.

*Fernando Carrizosa*  
Fernando CARRIZOSA

*Jorge Menéndez Calvo*  
Jorge MENDEZ CALVO

*Antonio Bayona*  
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Guillermo PARDO CURREA

*Guillermo Jaramillo U.*  
Guillermo JARAMILLO U.

*Gerardo Rojas Bueno*  
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*José Ramón Vergara*  
José Ramón VERGARA

*III. G. COAT*  
Manuel G. VEGA O. *Gabf*  
*M.L.R.*  
Antonio Luis MC CAUSLAND  
*Marta Sanchez de Triarte*  
Alberto SANCHEZ DE TRIARTE

*F. Larsen*  
Federico LARSEN  
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*E. Miranda*  
Enrique MIRANDA CARBALLOSA

## Por CHILE

*Luis Carvajal Cruzat*  
Luis CARVAJAL CRUZAT

Por ECUADOR



Modesto PONCE MARTINEZ

Por EL SALVADOR



Miguel Angel BUITRAGO

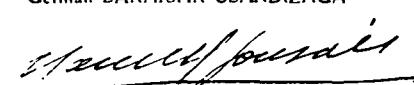


Anastasio Antonio ANDRADE

Por ESPANA



Germán BARAIBAR USANDIZAGA



Manuel CONALEZ Y CONALEZ



Aníbal MARTIN GARCIA

Por ESTADOS UNIDOS DE AMERICA

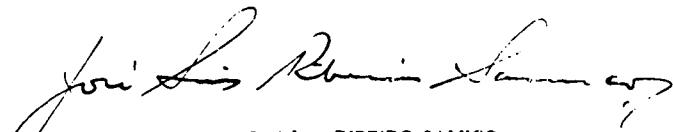


Creever ALLAN

Por ESTADOS UNIDOS DEL BRASIL



Roberto GOMES TARLE FILHO



José Luis RIBEIRO SAMICO

## Por GUATEMALA



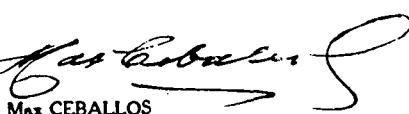
Oscar Armando CRUZ S.



Cristóbal REYES M.



Pedro URRUTIA



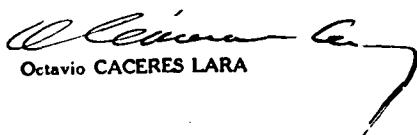
Max CEBALLOS

## Por HAITI



Wesner APOLLON

## Por HONDURAS



Octavio CACERES LARA

Por MEXICO



Lauro Francisco RAMIREZ UMARA

Por NICARAGUA



Gilberto LACAYO BERMUDEZ

Por PANAMA

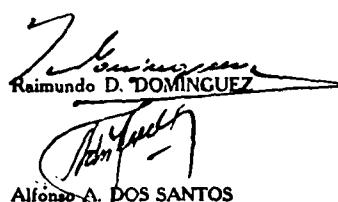


Francisco RUIZ

Por PARAGUAY

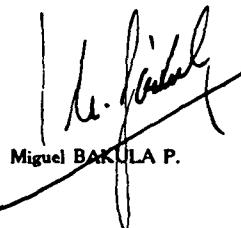


Bernardo CALEANO



Raimundo D. DOMINGUEZ  
Alfonso A. DOS SANTOS

Por PERU



Miguel BAKULA P.

Por REPUBLICA DOMINICANA

Federico LLAVERIAS

Oscar RAVELO

Por REPUBLICA DE VENEZUELA

Francisco VELEZ SALAS

Oscar MISPAL

Por URUGUAY

Jose Pedro HEGUY-VELAZCO

Luisandro CUMBERLAND



JOSE J. MURILLO C.

Secretario General del Ministerio de Comunicaciones  
Vicepresidente del VII Congreso de la U. P. A. E.

Es fiel copia,

Having examined and considered the provisions of the foregoing Agreement Relative to Money Orders and the Final Protocol thereto, signed in the city of Bogota, Colombia, on the ninth day of November, 1955, the same are by me, by virtue of the powers vested by law in the Postmaster General, hereby ratified and approved by and with the advice and consent of the President of the United States.

In witness whereof, I have caused the seal of the Post Office Department of the United States to be hereto affixed this 31st day of May, 1956.

ARTHUR E SUMMERFIELD

[SEAL]

*Postmaster General*

I hereby approve the foregoing Agreement Relative to Money Orders and the Final Protocol thereto.

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, *September 12, 1956*

*Translation prepared by the Post Office Department*

## POSTAL UNION OF THE AMERICAS AND SPAIN

### AGREEMENT RELATIVE TO MONEY ORDERS

Concluded between

Argentina, Bolivia, Colombia, Costa Rica, Cuba, Chile, Ecuador, El Salvador, Spain, the United States of America, Guatemala, Haiti, Honduras, Mexico, Nicaragua, Panama, Paraguay, Peru, the Dominican Republic, the Republic of Venezuela, and Uruguay.

The undersigned, Plenipotentiaries of the Governments of the countries mentioned, in Congress assembled in the city of Bogotá, capital of the Republic of Colombia, by virtue of the provisions of Article 16 of the Convention of the Postal Union of the Americas and Spain signed in Bogotá on the ninth day of November, 1955, have determined to conclude, *ad referendum*, the following Agreement:

TIAS 3653.  
*Ante*, p. 2658.

#### ARTICLE 1

##### PURPOSE OF THE AGREEMENT

The exchange of money orders between the contracting countries whose Administrations agree to perform this service shall be governed by the provisions of the present Agreement.

#### ARTICLE 2

##### CURRENCY

The amount of the money orders shall be expressed in the currency of the country of destination. However, the Administrations are empowered to adopt another currency by mutual agreement, whenever it may thus suit their interests.

#### ARTICLE 3

##### CONDITIONS FOR THE EXCHANGE OF MONEY ORDERS

1. The exchange of money orders in the contracting countries shall be effected by means of lists conforming to form GP 1 hereto appended, [¹] which shall be forwarded to their destination,

<sup>1</sup> Forms referred to in this agreement are not appended to the certified copy.

preferably by air mail, to the account of the remitting Administration.

2. The central offices for the exchange of money orders referred to under the heading of this Article shall forward all their correspondence under conditions identical to those stipulated in Section 1 of this same Article.

3. Each Administration shall designate the offices of its country which are to prepare the said lists and send them to the offices which the other Administrations may designate for the same purpose.

4. The Administrations may likewise agree to effect the service by the "card" system—that is, by the transmission of certificates.

5. In cases of *force majeure*, which render impossible the direct exchange of money orders, the issuing country, even without a request from the remitter or payee, may transmit them, after agreement between the Administrations concerned and subject to the aforementioned rules, to a different country, in order that the latter, in its turn, may forward them to destination by the route which makes their delivery feasible.

#### ARTICLE 4

##### TELEGRAPHIC MONEY ORDERS

The provisions of this Agreement shall apply to the service of telegraphic money orders between those countries which agree to furnish it. To this end they shall establish, after agreement among themselves, the conditions regulating that service.

#### ARTICLE 5

##### MAXIMUM AMOUNTS OF MONEY ORDERS

1. The Administrations of the contracting countries agreeing to provide this service shall come to agreement to establish the maximum amount of the money orders exchanged with one another.

2. However, money orders relative to the postal service, issued free of charge by application of the provisions of Article 9, may exceed the maximum established by each Administration.

#### ARTICLE 6

##### CHARGES AND COMMISSION FEES

1. The remitter of any money order issued in accordance with the provisions of the present Agreement must pay the charges established by the Administration of origin in accordance with its

regulations and the scale adopted and promulgated for its domestic service.

2. When money orders are sent by special delivery, the Administrations may collect the special fee established, which shall not exceed the one prevailing for correspondence.

#### ARTICLE 7

##### ENDORSEMENTS

The contracting countries are authorized to permit in their territory, and in accordance with their domestic legislation, the endorsement of money orders from any country whatsoever.

#### ARTICLE 8

##### RESPONSIBILITY

The Administrations shall be responsible to the remitters for the amounts deposited by the latter for conversion into money orders until the very moment of payment to the payees or endorsees.

#### ARTICLE 9

##### EXEMPTION FROM CHARGES

Money orders relative to the service, exchanged between Administrations or between post offices of any Administration, as well as those sent to the International Office of Montevideo or to the Transfer Office of Panama and vice versa, shall be exempt from any charge.

#### ARTICLE 10

##### PERIOD OF VALIDITY OF MONEY ORDERS

1. Barring agreement to the contrary, every money order shall be payable in the country of destination within a period of six months following the month of its issue.

2. The amount of the money orders which have not been paid within the said period shall be credited to the Administration of origin, to which a form GP 4 shall be sent for this purpose, with a detailed description of such money orders, in order that it may proceed in accordance with its regulations.

#### ARTICLE 11

##### CHANGE OF ADDRESS AND REPAYMENT OF MONEY ORDERS

1. When the remitter wishes to correct an error in the address of the payee or to request the return of the amount of the money order, he shall apply to the Administration of the country which issued it.

2. In general, a money order shall not be repaid without authorization from the Central Administration of the paying country. Such authorization shall be given by means of a separate communication addressed to the Administration of origin, and the total amount of the money orders whose repayment is authorized shall be credited in the next account to be made up.

#### ARTICLE 12

##### NOTICE OF PAYMENT

1. The remitter of a money order may obtain a notice of payment for a fee equivalent to that collected by the Administration of origin for the return receipt of a registered letter. This fee shall belong to the Administration of origin.

2. The Administration of destination shall issue the notice of payment on a printed form conforming to form GP 6, and shall send it directly to the interested party or to the Administration of origin for delivery to that party.

#### ARTICLE 13

##### FORWARDING

1. At the request of the remitter or payee of money orders, the latter may be forwarded to another country, provided that an exchange of money orders exists with the new country of destination. In this case, the forwarding Administration shall not collect any fee.

2. In case of forwarding, the money order shall be considered as though it had been paid by the forwarding Administration, which shall include it in the account for that purpose, adding the word "Reexpedicion" (Forwarding).

#### ARTICLE 14

##### DOMESTIC LEGISLATION

Money orders exchanged between two countries are subject, insofar as their issue and payment is concerned, to the provisions in force in the countries of origin and destination, as the case may be, applicable to domestic money orders.

#### ARTICLE 15

##### PREPARATION OF LISTS

1. Each exchange office shall make known to the corresponding exchange office, on the date on which the money order is issued, the amounts received in its country for payment in the other one, making use of the form GP 1 hereto appended.

2. Every money order entered in the lists shall bear a consecutive number, to be known as "international number", beginning with the number 1 on the first of January or the first of July of each year, whichever is agreed upon. When, at the end of the year or half year, a change in numbering occurs, the first list must show, in addition to the number of the series, the last international number of the preceding series.

3. The exchange offices shall acknowledge to one another the receipt of each list by means of the first following list sent in the opposite direction.

4. Any missing list shall be reported immediately by the exchange office verifying the shortage. In such case, the remitting exchange office shall send to the complaining office, as soon as possible, a duplicate of the requested list, duly authenticated.

#### ARTICLE 16

##### VERIFICATION AND CORRECTION OF THE LISTS

1. The lists shall be examined carefully by the exchange office of destination and corrected when they contain simple errors. The remitting exchange office shall be informed of these corrections when the receipt of the list in which such corrections were made is acknowledged to it.

2. When such errors are of importance, the exchange office of destination shall ask for explanations from the remitting office, which shall furnish them as soon as possible. In the meantime, the issuance of domestic money orders corresponding to the money orders concerning which an explanation was requested shall be suspended. These matters shall be handled, when possible, by air mail.

#### ARTICLE 17

##### PAYMENT OF MONEY ORDERS

1. When a list of money orders, as prescribed in Article 15, is received at an exchange office, that office shall proceed to effect or order payment to the payees, in the currency of the country of destination, of the amounts which appear in the list, either in the said currency or in any other agreed upon, in accordance with the regulations in force in each country for the payment of international money orders.

2. The Administration of destination shall endeavor in all cases to effect payment to the payees without delay. If, one month after the notice was sent to the payee, payment has not been made, that fact shall be made known to the Administration of origin, in order that it may advise the remitter thereof.

3. Duplicates of money orders shall be issued only by the Administration of the issuing country, in accordance with its domestic legislation, and after it has been proved that the money order was neither paid to the payee nor repaid to the remitter.

#### ARTICLE 18

##### RENDERING AND SETTLEMENT OF ACCOUNTS

1. Barring agreement to the contrary, the creditor Administration shall prepare, at the end of each quarter, the respective account for the corresponding Administration, in which shall appear:

- a) The totals of the lists containing the detailed particulars of the money orders issued in both countries during the quarter;
- b) The totals of the money orders which were repaid to the remitters;
- c) The totals of the money orders which became invalid during the quarter.

2. The credit of each Administration shall be expressed in the currency of its country.

3. The smaller amount shall be converted into the currency of the creditor country on the basis of the average rate of exchange which prevailed during the quarter covered by the account.

4. This account, made up in duplicate, shall be sent by the Administration which prepared it to the corresponding Administration. If the balance should result in favor of the latter Administration, it shall be paid by attaching to the account a sight draft on the creditor country. If the balance should result in favor of the Administration which rendered the account, payment shall be made by the debtor Administration in the manner indicated in the preceding Section when the account is returned accepted. For the preparation of this quarterly account, forms GP 2, GP 3, GP 4, and GP 5, appended to the present Agreement, shall be used.

5. Administrations may also come to agreement not to make conversions but to make unilateral settlements; that is, for each Administration to credit the other with the total amount of the money orders paid for its account. In such case, each Administration will have to prepare a quarterly account.

#### ARTICLE 19

##### DISCONTINUANCE OF MONEY ORDER ACCOUNTS

1. The Administrations may, by mutual agreement, discontinue the rendering of accounts referred to in the preceding Article. In

this case, they must bind themselves to attach to each list of money orders, form GP 1, a check for the total amount of same, following the same procedure when the use of forms GP 3 and GP 4 is indicated.

2. The checks, unless otherwise agreed upon, shall be drawn in the currency of the creditor country.

#### ARTICLE 20

##### ADVANCE PAYMENTS ON ACCOUNT

1. When one Administration owes another, on account of money orders, a balance exceeding 25,000 gold francs or the approximate equivalent thereof in its own currency, the debtor Administration must send to the creditor Administration as soon as possible, as advance payment on account, a sum approximating the balance of the quarterly settlement referred to in Article 18.

2. If the amount paid in advance should exceed the balance of the final settlement for the period, the difference shall be transferred to the following period, it being understood that, in case of suspension of the service, any possible surplus shall be reimbursed immediately in the same currency as received.

#### ARTICLE 21

##### EXCHANGE BY THE CARD SYSTEM

The Administrations which agree to carry out the exchange by the system referred to in Section 4 of Article 3, shall do so on the basis of the pertinent provisions of the Universal Postal Union, while observing the distinctive features of the present Agreement.

#### ARTICLE 22

##### SUSPENSION OF THE SERVICE

1. The Administrations of the contracting countries may, when they deem it advisable, temporarily suspend the issue of money orders. They are likewise authorized to adopt all such measures as they may deem opportune to safeguard their interests and avoid the possibility of speculation in exchange.

2. The Administration which adopts any of the measures referred to in the preceding Section must notify at once the Administrations with which it exchanges money orders thereof.

#### ARTICLE 23

##### PROPOSITIONS DURING THE INTERVAL BETWEEN MEETINGS

The present Agreement may be modified in the interval between Congresses in accordance with the procedure established in the

TIAS 2800.  
4 UST 1118.

Convention of the Universal Postal Union. In order to become effective, the modifications must obtain:

- a) A unanimity of votes, if it is a question of introducing new provisions or modifying Articles 1, 2, 5, 8, 9, 14, 18, 19, 20, 22, 23, and 24.
- b) Two-thirds of the votes for the modification of the other Articles.

#### ARTICLE 24

##### EFFECTIVE DATE AND DURATION OF THE AGREEMENT

1. The present Agreement shall become effective on March 1, 1956, and shall remain in force without time limit, each of the member countries reserving to itself the right to denounce it by means of a notice given by its Government to that of the Oriental Republic of Uruguay, which shall make it known to the other member countries.

2. The Agreement shall cease to govern with regard to the member country which denounced it upon completion of the period of one year counting from the date of receipt of the notification by the Uruguayan Government.

3. In testimony whereof, the Plenipotentiaries of the Governments of the countries enumerated above sign the present Agreement in the city of Bogotá, capital of the Republic of Colombia, on the ninth day of the month of November, 1955.

[For signatories, see *ante*, pp. 2743-2749.]

o

**FINAL PROTOCOL OF THE AGREEMENT  
RELATIVE TO MONEY ORDERS**

At the moment of signing the Agreement Relative to Money Orders concluded by the Seventh Congress of the Postal Union of the Americas and Spain, the Plenipotentiaries who undersign agreed upon the following:

The United States of America formulates a reservation to the effect that it cannot accept the stipulations of the following Articles:

- Article 5, Section 2, "Maximum Amounts of Money Orders"
- Article 9, "Exemption from Charges"
- Article 10, "Period of Validity of Money Orders"
- Article 12, "Notice of Payment"
- Article 13, "Forwarding"

Bogotá, capital of the Republic of Colombia, on the ninth day of the month of November, 1955.

[For signatories, see *ante*, pp. 2751–2757.]



# ECUADOR

## Surplus Agricultural Commodities

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

*Effectuated by exchange of notes*

*Signed at Washington October 9, 1956;*

*Entered into force October 9, 1956.*

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

DEPARTMENT OF STATE  
WASHINGTON

*October 9, 1956*

SIR:

I have the honor to propose the following amendment to the "Surplus Agricultural Commodities Agreement between the Government of the United States and the Government of Ecuador under Title I of the Agricultural Trade Development and Assistance Act of 1954, as Amended", signed at Washington on October 7, 1955:

68 Stat. 455.  
7 U.S.C. §§ 1701-1709.  
TIAS 3391.  
6 UST 3887.

1. The Government of the United States of America undertakes to apply \$118,000 of the unused balance of the funds allocated for the purchase of cotton in the cited Agreement for the financing of additional purchases of wheat and/or wheat flour.

2. The time-limit for the financing of these additional purchases of wheat and/or wheat flour is hereby extended from June 30, 1956, the date provided for in the cited Agreement, to October 31, 1956.

The foregoing provisions are an amendment to and not in replacement of the provisions of the Agreement of October 7, 1955. In all other respects, to the extent relevant, the provisions of the Agreement of October 7, 1955 shall remain in full force and effect without modification.

Accordingly, I have the honor to propose that this note and your reply concurring therein shall 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 assurance of my high consideration.

For the Secretary of State:

R. R. RUBOTTOM Jr.

The Honorable

Señor Dr. BENJAMIN PERALTA,

*Chargé d'Affaires ad interim of Ecuador.*

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

EMBAJADA DEL ECUADOR  
WASHINGTON

OCTUBRE 9, 1956

EXCELENCIA:

Tengo a honra avisar recibo de la atenta nota de Vuestra Excelencia, de esta fecha, en la que se digna proponer la siguiente enmienda al "Acuerdo sobre Productos Agrícolas Sobrantes entre el Gobierno de los Estados Unidos y el del Ecuador, bajo el Título I de la Ley Enmendada de Desarrollo y Asistencia del Intercambio Agrícola de 1954", firmado en Washington el 7 de octubre de 1955:

- 1o. El Gobierno de los Estados Unidos de América se compromete a aplicar 118.000 dólares del sobrante de fondos no usados destinados para la compra de algodón en el citado Acuerdo, para la financiación de compras adicionales de trigo y/o harina de trigo;
- 2o. El tiempo límite para la financiación de estas compras adicionales de trigo y/o harina de trigo se extiende por la presente, del 30 de junio de 1956, fecha anteriormente establecida, al 31 de octubre de 1956.

Las anteriores provisiones son una enmienda y no reemplazan a las del Acuerdo de 7 de octubre de 1955. Las provisiones de este último Acuerdo quedarán en pleno vigor y efecto sin modificación alguna con respecto a todos los demás puntos, en su parte pertinente.

De conformidad con la sugerencia contenida en la nota que contesto, tengo el agrado de expresar a Vuestra Excelencia el asentimiento del Gobierno del Ecuador para llevar a efecto la enmienda anterior a partir de esta fecha, mediante el presente canje de notas.

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

B PERALTA P

B. Peralta P.

*Encargado de Negocios a. i.*

A Su Excelencia

JOHN FOSTER DULLES,  
*Secretario de Estado.*  
Washington, D. C.

*Translation*

EMBASSY OF ECUADOR  
WASHINGTON

OCTOBER 9, 1956

EXCELLENCY:

I have the honor to acknowledge receipt of Your Excellency's note of this date, in which you are good enough to propose the following amendment to the "Surplus Agricultural Commodities Agreement between the Government of the United States and the Government of Ecuador under Title I of the Agricultural Trade Development and Assistance Act of 1954, as Amended," signed at Washington on October 7, 1955:

1. The Government of the United States of America undertakes to apply \$118,000 of the unused balance of funds allocated for the purchase of cotton in the cited Agreement for the financing of additional purchases of wheat and/or wheat flour;
2. The time limit for the financing of these additional purchases of wheat and/or wheat flour is hereby extended from June 30, 1956, the date previously fixed, to October 31, 1956.

The foregoing provisions are an amendment and they do not replace those of the Agreement of October 7, 1955. The provisions of this latter Agreement shall remain in full force and effect without any modification with respect to all other points, in their relevant parts.

In accordance with the suggestion contained in the note which I am hereby answering, I take pleasure in expressing to Your Excellency the consent of the Government of Ecuador to bringing the aforesaid amendment into effect beginning on this date, through this exchange of notes.

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

B PERALTA P

B. Peralta P

*Charge d'Affaires ad interim*

His Excellency

JOHN FOSTER DULLES,

*Secretary of State,*

*Washington, D C.*

# FEDERAL REPUBLIC OF GERMANY

The Arbitration Tribunal and the Arbitral Commission on  
Property, Rights and Interests in Germany: Waiver of  
Immunity From Suit and Legal Process

*Agreement effected by exchange of notes  
Dated at Bonn and Bonn/Bad Godesberg July 24 and 27, 1956;  
Entered into force July 27, 1956.*

*The Ministry of Foreign Affairs of the Federal Republic of Germany  
to the American Embassy*

AUSWÄRTIGES AMT

507-510-450-77 007/56

BONN, DEN  
KOBLENZER STRÄE 99-103  
EINGANG WÖRTHSTRÄE 5

## *Verbal note*

Das Auswärtige Amt beeindruckt sich, auf die Verhandlungen über den Abschluß eines Verwaltungsabkommens über das Schiedsgericht und die Schiedskommission für Güter, Rechte und Interessen in Deutschland Bezug zu nehmen, in deren Verlauf festgestellt wurde, daß die Satzungen des Schiedsgerichts und der Schiedskommission gewissen Mitgliedern dieser Körperschaften zwar diplomatische Vorrechte und Immunitäten, wie sie den Mitgliedern diplomatischer Missionen zustehen, gewähren, aber keine Bestimmungen über die Aufhebung der Immunität gegen gerichtliche Maßnahmen enthalten. Die Vier Unterzeichnerstaaten der Bonner Verträge haben deshalb vereinbart, daß die Immunität der Mitglieder der Schiedskommission und des Schiedsgerichts gegen gerichtliche Maßnahmen von den Vier Regierungen gegebenenfalls aufgehoben werden kann; dies gilt jedoch nicht für gerichtliche Maßnahmen, die sich auf Handlungen oder Unterlassungen in Ausübung ihres Amtes beziehen.

Das Auswärtige Amt wäre für die Bestätigung dankbar,  
daß die Amerikanische Regierung diesen Standpunkt teilt.

Gleichlautende Verbalnoten wurden an die Botschaften der Französischen Republik und des Vereinigten Königreichs von Großbritannien und Nordirland gerichtet.

Das Auswärtige Amt benutzt auch diesen Anlaß, die Botschaft der Vereinigten Staaten von Amerika seiner ausgezeichneten Hochachtung zu versichern.

BONN, den 24. Juli 1956  
[SEAL]

An die  
BOTSCAFT DER  
VEREINIGTEN STAATEN VON AMERIKA  
*Mehlem*

*Translation*

KOBLENZER STRASSE 99-103  
EINGANG WÖRTHSTRASSE 5  
THE MINISTRY OF FOREIGN AFFAIRS  
507-519-450-77 007/56

BONN,

*Note Verbale*

The Ministry of Foreign Affairs has the honor to refer to the negotiations for the conclusion of an administrative convention on the Arbitration Tribunal and the Arbitral Commission on Property, Rights and Interests in Germany, in the course of which it was established that the charters of the Arbitration Tribunal and the Arbitral Commission, while granting to certain members of these bodies diplomatic privileges and immunities such as are enjoyed by members of diplomatic missions, contain no provisions for waiving immunity from suit and legal process. The four States signatory to the Bonn Conventions have therefore agreed that the immunity of members of the Arbitral Commission and the Arbitration Tribunal from suit and legal process may be waived in appropriate cases by the four Governments; this shall not apply, however, in respect of suit and legal process in connection with acts or omissions in the exercise of their official duties.

The Ministry of Foreign Affairs would be grateful for confirmation that the United States Government agrees with the above viewpoint.

Identical *notes verbales* have been addressed to the Embassies of the French Republic and of the United Kingdom of Great Britain and Northern Ireland.<sup>[1]</sup>

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<sup>1</sup> Exchanges of notes *mutatis mutandis* between the Ministry of Foreign Affairs and the British Embassy, dated July 24 and 25, 1956, and between the Ministry of Foreign Affairs and the French Embassy, dated July 24, 1956; not printed.

The Ministry of Foreign Affairs takes this opportunity to assure the Embassy of the United States of America of its high consideration.

BONN, July 24, 1956

[SEAL]

EMBASSY OF THE  
UNITED STATES OF AMERICA  
*Mehlem*

*The American Embassy to the Ministry of Foreign Affairs of the Federal Republic of Germany*

No. 44

The Embassy of the United States of America presents its compliments to the Ministry for Foreign Affairs of the Federal Republic of Germany and, with reference to the Ministry's Note 507-519-450-77 007/56 of July 24, 1956 on the subject of the privileges and immunities of certain members of the Arbitration Tribunal and the Arbitral Commission on Property, Rights and Interests in Germany, has the honor to inform the Ministry that the Government of the United States of America agrees that the four Governments signatory to the Bonn Conventions may waive the immunity from suit and legal process of members of the Tribunal and members of the Commission in appropriate cases, save in respect of acts performed by such members in the exercise of their official duties.

Copies of this Note are being sent to the Embassies of the United Kingdom of Great Britain and Northern Ireland and of the French Republic.

AMERICAN EMBASSY,  
*Bonn/Bad Godesberg, July 27, 1956.*



# SPAIN

## Mutual Defense Assistance: Extension of Facilities Assistance Program

*Agreement effected by exchange of notes  
Signed at Madrid September 17, 1956;  
Entered into force September 17, 1956.*

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

THE FOREIGN SERVICE  
OF THE  
UNITED STATES OF AMERICA

AMERICAN EMBASSY  
*Madrid, September 17, 1956*

No. 231

EXCELLENCY:

I have the honor to refer to the arrangements concluded between our two Governments, in an Exchange of Notes dated April 9, 1954 and May 19, 1954, as supplemented by an Exchange of Notes dated May 25, 1955, concerning a special program for facilities assistance by the Government of the United States to the Government of Spain.

TIAS 3098.  
5 UST, pt. 3, p. 2377.  
TIAS 3257.  
6 UST 1165.

The purpose of the present Facilities Assistance Program is to increase the capacity of Spain to manufacture, maintain, and repair ammunition and ammunition components. It is now proposed to extend this program, as needs arise and within limitations of funds provided therefor, to the expansion of existing facilities and the creation of additional facilities for the installation, maintenance, repair, overhaul and conversion of all types of equipment and materials used for the purpose of common defense. In order to facilitate the extension of this program to such facilities, discussions have been held between representatives of our two Governments and the following mutual understandings have been reached:

1. The Government of Spain undertakes that in connection with the facilities assistance to be furnished by the United States:
  - a. It will make the installation, maintenance, repair, overhaul and conversion services of the facilities expanded or created through United States assistance available to the free nations of

the world at fair and reasonable prices and it will not discriminate in terms of the prices charged for such services, the quality of such services, the time within which the services are performed, or in any other manner.

b. It will maintain the additional facilities made available through United States assistance so that they will be in condition to install, maintain, repair, overhaul and convert equipment and materials used for the purposes of common defense 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 installation, maintenance, repair, overhaul and conversion of equipment and materials used for the purpose of common defense.

c. It will furnish all of the land, buildings, equipment, materials, and services required for the expansion of existing facilities and construction of the additional 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 expansion of or increase in facilities for the installation, maintenance, repair, overhaul and conversion of equipment and materials envisaged in the program.

d. It will not include as an element of the price of installation, maintenance, repair, overhaul and conversion services made available to other free nations any charge which is attributable in any way to the initial cost of equipment, materials, or services furnished by the Government of the United States in connection with the establishment or expansion of the facility concerned or otherwise provided under the Mutual Security Program.

e. It will permit the importation and exportation free from customs duties of military equipment and materials sent to Spain for installation, maintenance, repair, overhaul or conversion in the facility concerned.

2. It is mutually understood that the funds provided by the Government of the United States for the Facilities Assistance Program are for the purpose of assisting in the creation of a net addition to facilities of the type which the Government of the United States is assisting to create. 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 capacity of facilities, of the same type as those which the Government of the United States is assisting or may assist hereunder to create or expand,

which is not less than the aggregate of the capacity of such facilities now existing and those already programmed for construction in Spain under public ownership. Such conditions for utilization are understood to be in accordance with those established under paragraph 1 (b).

3. The undertakings in Paragraph 1 b and Paragraph 2 with respect to the maintenance of facilities are subject to the understanding that should changed conditions make continued compliance with these undertakings either unnecessary as a matter of defense or unfeasible, the Spanish Government may, after consultation with the Government of the United States, modify these undertakings 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 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 purposes 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.

TIAS 2849.  
4 UST 1876.

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, and as supplementing the previous Exchanges of Notes on the Facilities Assistance Program, pursuant to Article 1, Paragraph 1 of the Mutual Defense Assistance Agreement between our two Governments.

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

JOHN DAVIS LODGE

His Excellency

ALBERTO MARTIN ARTAJO,

*Minister of Foreign Affairs,*

*Ministry of Foreign Affairs,*

*Madrid.*

TIAS 3658

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

MADRID, 17 de septiembre, de 1.956.

MINISTERIO DE ASUNTOS EXTERIORES

EXCMO. SEÑOR:

Tengo la honra de acusar recibo a V. E. de la Nota número 231, de fecha 17 de Septiembre de 1.956, cuyo texto traducido al español dice lo siguiente:

"Excmo. Señor:—Tengo la honra de referirme a las disposiciones acordadas entre nuestros dos Gobiernos en actas fechadas en 9 de abril de 1954 y 19 de mayo de 1954, las cuales fueron suplementadas por medio de posterior intercambio de Notas fechadas el 25 de Mayo de 1955, relativas a un programa especial de ayuda para instalaciones por el Gobierno de los Estados Unidos al Gobierno de España.

La finalidad del actual Programa de Ayuda para Instalaciones es la de incrementar la capacidad española para producir, conservar y reparar municiones y sus componentes. Ahora se propone incrementar este programa, de acuerdo con las necesidades y dentro de las limitaciones de los fondos previstos para este fin, a la ampliación de instalaciones ya existentes y a la creación de instalaciones adicionales para el montaje, mantenimiento, reparación, repaso y conversión de toda clase de equipos y materiales utilizados para los fines de la defensa común. Para facilitar la aplicación de este programa a tales instalaciones se han celebrado conversaciones entre Representantes de nuestros dos Gobiernos y se ha llegado al siguiente acuerdo mútuo:

1.- El Gobierno de España se compromete, en relación con la ayuda para instalaciones que ha de ser prestada por el Gobierno de los Estados Unidos:

a.- A poner los servicios de montaje, mantenimiento, reparación, repaso y conversión de las instalaciones ampliadas o creadas con ayuda de los Estados Unidos, a disposición de las demás naciones libres del mundo, a unos precios justos y razonables, y a no establecer discriminación respecto a los precios que se cobren por dichos servicios, calidad de los mismos, tiempo tardado en prestarlos, ni de cualquier otro tipo.—

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 montar, mantener, reparar, repasar y convertir equipos y materiales para ser utilizados con prontitud a los fines de la defensa mútua, cuando se

necesiten; pero, hasta ese momento, los equipos facilitados por los Estados Unidos y las referidas instalaciones adicionales podrán ser utilizadas para otros fines, a condición de que esta utilización no impida la pronta disponibilidad de tales equipos e instalaciones para el montaje, mantenimiento, reparación, repaso y conversión de equipos y materiales utilizados para el fin de la defensa mutua.—

c.- A facilitar todos los terrenos, edificios, equipos, materiales y servicios que sean necesarios para la ampliación de las instalaciones existentes y construcción de instalaciones adicionales, excepto los equipos y asesoramiento técnico que facilite el Gobierno de los Estados Unidos, y a tomar cualesquiera medidas que sean precisas para realizar la ampliación o incremento de las instalaciones para el montaje, mantenimiento, reparación, repaso y conversión de los equipos y materiales previstos en el programa.—

d. A no incluir en el precio del montaje, mantenimiento, reparación, repaso y conversión de servicios disponibles a otras naciones libres, ningún recargo que pueda atribuirse en cualquier forma al precio inicial de los equipos, materiales o servicios facilitados por el Gobierno de los Estados Unidos con destino al establecimiento o incremento de la instalación correspondiente o con otra finalidad en virtud del Programa de Seguridad Mútua.

e. A permitir la libre importación y exportación en régimen de franquicia de equipos militares y materiales enviados a España para la instalación respectiva.

2.- Queda mútuamente entendido que los fondos asignados por el Gobierno de los Estados Unidos para el programa de Ayuda para Instalaciones tienen por objeto el ayudar a un incremento efectivo en las instalaciones del tipo que el Gobierno de los Estados Unidos está ayudando a crear. Para facilitar la realización de este fin, el Gobierno de España se compromete a que mantendrá o hará mantener en condiciones de utilización, además de las nuevas instalaciones previstas en estos acuerdos, una capacidad total de instalaciones equivalente a aquellas del mismo tipo cuya creación o ampliación se pretende por medio de la ayuda que el Gobierno de los Estados Unidos facilita o pueda facilitar al amparo del presente acuerdo, que no sea inferior a la capacidad total de las instalaciones que actualmente existen más aquellas de propiedad estatal cuya construcción en España esté ya prevista. Tales condiciones de utilización se entenderán siempre de acuerdo con lo establecido en el apartado 1 b.

3. Los compromisos expresados en los párrafos 1 b y 2, respecto al mantenimiento de instalaciones, se contraen a reserva de que, si un cambio en las condiciones hiciese innecesario o impracticable

el cumplimiento continuado de las mismas en materia de defensa, el Gobierno español, previa consulta con el Gobierno de los Estados Unidos, podrá modificarlos para adaptarlos 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 mútuamente 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 amparen los proyectos correspondientes, acuerdos éstos, en los que se 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 convenientes. Estos acuerdos podrán incluir disposiciones relativas a la formalización del suministro de equipos a fabricar en España para su entrega por el Gobierno de los Estados Unidos a través del Programa de Suministros "Off-shore" y a la transferencia de dichos equipos al Gobierno de España conforme a las disposiciones del Convenio respecto a la Ayuda para la Defensa Mútua.

Propongo que si lo expuesto es aprobado por el Gobierno de España, la presente Nota y su Nota de respuesta sean consideradas como constituyentes de una confirmación de estos acuerdos, y como suplementarias al anterior intercambio de Notas referentes al Programa de Ayuda para Instalaciones, conforme al Artículo I, párrafo 1 del Convenio relativo a la Ayuda Para la Defensa Mútua entre nuestros dos Gobiernos.

Ruego a V. E. acepte las seguridades reiteradas de mi más alta consideración."

Al manifestar la conformidad del Gobierno español con lo que antecede, cumpleme significar a Vuecencia que el presente Canje de Notas constituye una confirmación de estas disposiciones adicionales acordadas conforme al Artículo I, párrafo 1, del Convenio relativo a la Ayuda Para la Mútua Defensa entre nuestros dos Gobiernos.

Le ruego acepte, Señor Embajador, las reiteradas seguridades de mi más alta consideración.

ALBERTO MARTÍN ARTAJO.

Excelentísimo Señor JOHN DAVID LODGE  
*Embajador Extraordinario y Plenipotenciario  
de los Estados Unidos de América  
Madrid.-*

*Translation*

MADRID, September 17, 1956.

MINISTRY OF FOREIGN AFFAIRS

EXCELLENCY:

I have the honor to acknowledge the receipt of Your Excellency's Note No. 231, dated September 17, 1956, the text of which, translated into Spanish, reads as follows:

[For the English language text of the note, see *ante*, p. 2777.]

In giving notice of the Spanish Government's acceptance of the foregoing, I am to inform Your Excellency that the present exchange of Notes constitutes confirmation of these additional arrangements concluded, in accordance with Article I, paragraph 1, of the Mutual Defense Assistance Agreement, by our two Governments.

Accept, Mr. Ambassador, the renewed assurances of my highest consideration.

ALBERTO MARTÍN ARTAJO.

His Excellency  
JOHN DAVIS LODGE,  
*Ambassador Extraordinary and Plenipotentiary  
of the United States of America,  
Madrid.*



# BRAZIL

## Military Advisory Mission to Brazil

*Agreement extending the agreement of July 29, 1948,  
as amended and extended.*

*Effectuated by exchange of notes*

*Dated at Rio de Janeiro March 31 and May 25, 1956;*

*Entered into force May 25, 1956.*

*The Brazilian Ministry of Foreign Affairs to the American Embassy*

MINISTERIO DAS RELAÇÕES EXTERIORES,  
RIO DE JANEIRO.

DPo/35/520.1(22)

O Ministério das Relações Exteriores cumprimenta a Embaixada dos Estados Unidos da América e, em aditamento à nota-verbal confidencial nº DPo/205/520.1(22), de 2 de dezembro de 1955, tem a honra de levar ao seu conhecimento que o Governo brasileiro está de pleno acôrdo com a prorrogação, pelo prazo de dois anos, do contrato existente entre o Governo dos Estados Unidos da América e do Brasil, relativo à constituição da Missão Militar destinada a cooperar no funcionamento de cursos sobre operações combinadas.

RIO DE JANEIRO, em 31 de março de 1956.

*Translation*

MINISTRY OF FOREIGN AFFAIRS,  
RIO DE JANEIRO.

DPo/35/520.1(22)

The Ministry of Foreign Affairs presents its compliments to the Embassy of the United States of America and, with reference to confidential note verbale No. DPo/205/520.1(22) of December

TIAS 1778.  
62 Stat., pt. 2,  
p. 2125.

2, 1955, [¹] has the honor to inform it that the Brazilian Government fully approves the extension for a period of two years of the Agreement between the Government of the United States and of Brazil relating to the establishment of the Military Mission [²] intended to cooperate in the conducting of courses in combined operations.

[Initialed]

RIO DE JANEIRO, March 31, 1956

*The American Embassy to the Brazilian Ministry of Foreign Affairs*

EMBASSY OF THE  
UNITED STATES OF AMERICA

No. 300

The Embassy of the United States of America presents its compliments to the Ministry of Foreign Affairs and has the honor to acknowledge the receipt of the Ministry's Confidential [³] note No. DPo/35/520.1(22) dated March 31, 1956, confirming that the Government of Brazil is in full agreement with the extension, for a period of two years, of the contract in force between the Government of the United States of America and the Government of Brazil, with respect to the constitution of the military mission intended to cooperate in the carrying out of courses on combined operations.

EMBASSY OF THE UNITED STATES OF AMERICA

*Rio de Janeiro, May 25, 1956*

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<sup>1</sup> The note has been declassified; not printed.

<sup>2</sup> See also TIAS 2970 and 3330; 5 UST, pt. 1, p. 820; 6 UST 2885.

<sup>3</sup> The note has been declassified.

# FEDERAL REPUBLIC OF GERMANY

## Mutual Defense Assistance: Purchase of Certain Military Equipment, Materials, and Services

*Agreement effected by exchange of notes  
Signed at Washington October 8, 1956;  
Entered into force October 8, 1956.*

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*The Ambassador of the Federal Republic of Germany to the Secretary of State [¹]*

BOTSCHAFT  
der  
BUNDESREPUBLIK DEUTSCHLAND      WASHINGTON, D. C., 8.Okttober 1956

Seiner Exzellenz  
Herrn JOHN FOSTER DULLES  
*Secretary of State  
Department of State  
Washington, D.C.*

ExZELLENZ,

ich beehe mich, auf die Besprechungen zwischen den Vertretern unserer beiden Regierungen Bezug zu nehmen, die vom 3. bis 16. August 1956 in Washington über den Verkauf bestimmter militärischer Ausrüstungen, Materialien und Dienstleistungen durch die Vereinigten Staaten von Amerika an die Bundesrepublik Deutschland gemäß § 106 des Gesetzes über Gegenseitige Sicherheit von 1954 in seiner geänderten Fassung und gemäß dem Abkommen zwischen den beiden Regierungen vom 23. November 1953, abgeändert durch Artikel I, Absatz (4), des Abkommens über Gegenseitige Verteidigungshilfe vom 30. Juni 1955, stattgefunden haben. Als Ergebnis dieser Besprechungen wurden folgende Abmachungen getroffen:

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<sup>1</sup> The English translation of the note is quoted in the United States note; *post*, p. 2708.

- (1) Jedesmal, wenn die Regierung der Bundesrepublik einen Antrag mit dem Ziel des Ankaufs derartiger militärischer Ausrüstungen, Materialien und Dienstleistungen stellt, wird die Regierung der Vereinigten Staaten, falls die beantragten Gegenstände und Dienstleistungen für diesen Zweck zur Verfügung gestellt werden können, die Bundesrepublik durch Angebotsschreiben oder sonstige zweckdienliche Mitteilungen entsprechend benachrichtigen. Diese Mitteilungen werden Preis und Lieferzeit der betreffenden Gegenstände oder Dienstleistungen sowie sonstige Bedingungen enthalten.
- (2) Die Regierung der Bundesrepublik unterrichtet die Regierung der Vereinigten Staaten schriftlich in der in den Angebotsschreiben oder sonstigen Mitteilungen angegebenen Weise über die Gegenstände oder Dienstleistungen, die sie auf Grund dieser Mitteilungen oder vereinbarter Änderungen derselben anzukaufen wünscht. Hierdurch entsteht sodann ein fester Auftrag der Regierung der Bundesrepublik. Wird kein Auftrag erteilt, so erfolgt keine finanzielle Belastung der Regierung der Bundesrepublik.
- (3) Die Regierung der Bundesrepublik zahlt der Regierung der Vereinigten Staaten den Gesamtpreis der in Auftrag gegebenen Gegenstände und Dienstleistungen sowie alle Schäden, die durch Stornierung von Verträgen entstehen, in voller Höhe, und zwar nach folgendem Verfahren:

(a) Um die Durchführung dieser Aufträge zu erleichtern und (durch Einzahlungen) einen Betriebsfonds in angemessener Höhe bereitzustellen, nimmt die Regierung der Bundesrepublik Zahlungen in U.S.-Dollar auf ein Konto vor, das beim Finanzminister der Vereinigten Staaten eingerichtet wird; dieses Konto wird in den Büchern des Finanzministeriums der Vereinigten Staaten geführt und erhält die Bezeichnung "Finanzminister der Vereinigten Staaten, Verteidigungsministerium, Ankäufe der Bundesrepublik Deutschland für militärische Zwecke". Der Finanzminister der Vereinigten Staaten verwaltet dieses Konto kostenlos als Vermögenspfleger. Auf dieses Konto zahlt die Regierung der Bundesrepublik bei Erteilung jedes festen Auftrages einen Betrag in Höhe von mindestens 15% des veranschlagten Gesamtpreises ein, der in dem durch Angebotsschreiben oder sonstige Mitteilung gemachten Angebot genannt ist, auf Grund dessen der Auftrag erteilt wird. Um das Konto jederzeit auf einem Stand von mindestens 15% des Preises sämtlicher fest bestellten, aber noch nicht gelieferten Gegenstände und Dienstleistungen zu halten, nimmt die Regierung der Bundesrepublik in der Folge auf Grund von Notifizierungen seitens des amerikanischen Verteidigungsministeriums Einzahlungen auf dieses Konto in der Höhe vor, die erforderlich

ist, um den Preis der voraussichtlichen Dienstleistungen sowie Lieferungen von Ausrüstung und Material, die notwendigen Vorschüsse und Zwischenzahlungen sowie alle Schäden und Kosten zu decken, die gegebenenfalls aus der Stornierung von Verträgen oder von Wiederinstandsetzungsarbeiten erwachsen. Eine derartige Notifizierung mit genauer Angabe des Betrages, der zur Deckung dieser für den folgenden Monat vorgesehenen Entnahmen einzuzahlen ist, wird der Deutschen Botschaft in Washington zu Beginn jedes Monats zugestellt; die entsprechende Einzahlung hat binnen dreissig Tagen nach Eingang jeder Notifizierung zu erfolgen. Um der Regierung der Bundesrepublik zu helfen, den künftigen Einzahlungsbedarf im voraus zu übersehen, stellt das amerikanische Verteidigungsministerium der deutschen Botschaft zusätzlich einen Monat vor Beginn jedes Kalendervierteljahres einen vorläufigen Voranschlag der Beiträge zu, die im Rahmen dieses Verfahrens während des nächsten Kalendervierteljahres voraussichtlich fällig werden. Aus diesem Konto zahlt der amerikanische Finanzminister an das Verteidigungsministerium der Vereinigten Staaten die Beiträge, deren Fälligkeit auf Grund dieses Abkommens ihm von dazu bestimmten Vertretern des genannten Ministeriums bescheinigt wird. Diese an das Verteidigungsministerium der

Vereinigten Staaten in einem Kalendermonat zahlbaren Beträge müssen den veranschlagten Lieferungen usw. entsprechen, die in der monatlichen Notifizierung aufgeführt sind, welche das Verteidigungsministerium, wie oben erwähnt, der Bundesrepublik Deutschland im Zusammenhang mit der zu Beginn des gleichen Monats vorzunehmenden Einzahlung zu stellt. Alle Fragen, welche die Bundesrepublik bezüglich der auf Grund dieser Veranschlagungen erforderlichen Einzahlungen zu stellen hat, werden von Vertretern beider Regierungen besprochen; alle erforderlichen Berichtigungen werden bei den folgenden monatlichen Einzahlungen vorgenommen.

Es besteht Übereinstimmung darüber, dass an Stelle von Bareinzahlungen in U.S. Dollar auf das oben bezeichnete Konto die Bundesrepublik dem Finanzminister auch Schatzanweisungen der Vereinigten Staaten (United States Treasury Bills) oder sonstige innerhalb eines Jahres nach dem Hinterlegungstag fällig werdende marktfähige Wertpapiere der Regierung der Vereinigten Staaten (United States Government Securities) in Zahlung geben kann, deren Nennwert dem jeweils einzuzahlenden Betrag entspricht. Auf Grund der ihm von der Regierung der Bundesrepublik erteilten Weisungen investiert oder reinvestiert der amerikanische Finanzminister alle auf diesem Konto stehenden

und nicht für Zahlungen aus dem Konto benötigten Dollarbeträge (einschliesslich des Ertrages aus der Einlösung oder dem Verkauf von Schatzanweisungen oder sonstigen Wertpapieren) in Schatzanweisungen der Vereinigten Staaten oder in sonstigen innerhalb eines Jahres nach dem Ankaufstag fällig werdenden marktfähigen Wertpapieren der Regierung der Vereinigten Staaten. Für Zahlungen aus diesem Konto kann der Finanzminister den Erlös aus fällig werdenden Schatzanweisungen oder sonstigen Wertpapieren verwenden und, soweit erforderlich, Schatzanweisungen oder sonstige Wertpapiere vor dem Fälligkeitstag zu Marktpreisen verkaufen lassen. In diesem Fall liegt es ausschliesslich in seinem Ermessen, zu bestimmen, welche besonderen Schatzanweisungen oder sonstigen Wertpapiere verkauft werden sollen. Der Ertrag aus der Einlösung dieser Schatzanweisungen oder sonstigen Wertpapiere am Fälligkeitstag oder aus dem Verkauf solcher Wertpapiere vor dem Fälligkeitstag wird dem Konto gutgeschrieben. Alle aus den genannten Investierungen anfallenden Zinsen werden dem Konto gutgeschrieben.

Nachdem beim Verteidigungsministerium der Vereinigten Staaten die Abschlusszahlung für die Verbindlichkeiten aus allen von der Regierung der Bundesrepublik auf Grund dieser Abmachungen erteilten Aufträgen erfolgt ist,

gibt der Finanzminister alle in dem Betriebsfonds noch verbleibenden Bar- oder Staatspierguthaben an die Regierung der Bundesrepublik zurück.

- (b) Zusätzlich zu dem oben vorgesehenen Betriebsfonds vermittelt die Regierung der Bundesrepublik der Regierung der Vereinigten Staaten in einer beide Regierungen zufriedenstellenden Form bei Erteilung des ersten festen Auftrages eine Garantie der Bank Deutscher Länder in Höhe von mindestens 25% des veranschlagten Gesamtpreises der in Auftrag gegebenen Gegenstände und Dienstleistungen, der in dem durch Angebotsschreiben oder sonstige Mitteilung gemachten Angebot genannt ist, auf Grund dessen der Auftrag erteilt wurde. Bei Erteilung jedes zusätzlichen festen Auftrages wird die Garantie um den Betrag von 25% des für diesen Auftrag genannten veranschlagten Gesamtpreises erhöht. Die Garantie wird jedoch in gegenseitigem Einvernehmen von Zeit zu Zeit abgeändert, um den Wert getilgter Verpflichtungen zu berücksichtigen, bezüglich derer die 25%ige Sicherheit, für welche die Garantie gegeben wurde, nicht mehr aufrechterhalten zu werden braucht. Unterlässt es die Bundesrepublik, die gemäss Absatz (3) (a) vorgesehenen Einzahlungen auf das Betriebskonto in der Höhe vorzunehmen, die erforderlich ist, um den voraussichtlichen Preis der Dienstleistungen und der Lieferungen von Ausrüstung

und Material, die notwendigen Voraus- und Zwischenzahlungen sowie die Kosten und Schäden zu decken, die gegebenenfalls aus der Stornierung von Verträgen oder von Wiederinstandsetzungsarbeiten erwachsen, so kann die Regierung der Vereinigten Staaten diese Garantie in Anspruch nehmen.

- (4) Die Regierung der Bundesrepublik nimmt zur Kenntnis, dass die Qualitätskontrolle und Inspektion von Ausrüstungen und Materialien, welche die Bundesrepublik in Auftrag gibt, vorläufig zu den gleichen Bedingungen erfolgt, die für derartige Lieferungen an die Streitkräfte der Vereinigten Staaten gelten.
- (5) Bezuglich des Zustandes der Ausrüstung und des Materials haben die deutschen Vertreter bei der Erörterung dieser Frage mit Befriedigung zur Kenntnis genommen, dass gerigte Mängel, die nicht auf Umständen beruhen, welche erst nach der Auslieferung an den Beauftragten der Bundesrepublik eingetreten sind, gemäss der in den Vereinigten Staaten üblichen Praxis von der MAAG zu prüfen und dass fehlerhafte Ausrüstungen oder Materialien, soweit derartige Mängel von beiden Seiten anerkannt werden, von der Regierung der Vereinigten Staaten kostenlos zu reparieren oder zu ersetzen wären.

(6) Die Vertreter der Vereinigten Staaten wiesen darauf hin, dass die Bundesrepublik auf Grund der bestehenden Rechtsvorschriften bezüglich aller im Rahmen dieser Abmachungen erteilten Aufträge dieselben Befreiungen von amerikanischen Bundessteuern geniessen würde wie die Regierung der Vereinigten Staaten.

(7) Die beiden Regierungen sind übereingekommen, dass die Lieferung von Ausrustung und Material auf Grund dieses Abkommens f.o.b. Handels- oder Regierungs-Auslieferungsplatz in den Vereinigten Staaten erfolgt; ausgenommen sind Luftfahrzeuge sowie hochexplosive Munition; diese wäre über Munitionsverladeanlagen, die unter militärischer Kontrolle stehen, f.o.b. Schiff zu liefern. Die Regierung der Vereinigten Staaten wird die Erteilung von Ausfuhr genehmigungen erleichtern.

(8) Auf Grund dieser Verkaufsbedingungen würde die Regierung der Bundesrepublik einen Reedereiver treter und/oder einen Spediteur namhaft machen, der alle Vorbereitungen für die Beförderung vom Handels- oder Regierungs-Auslieferungsplatz in den Vereinigten Staaten nach Deutschland trifft. Das Eigentum an der Ausrustung oder dem Material geht mit der Abnahme durch den Transporteur oder Spediteur am Auslieferungsplatz in den Vereinigten Staaten auf die Regierung der Bundesrepublik

über. Die Verladung der Ausrustung oder des Materials auf die Fahrzeuge des Transporteurs würde durch die Regierung der Vereinigten Staaten erfolgen. Für diese Dienstleistung werden eigene Gebühren (Verpackung, Verschalung und Handhabung) erhoben.

- (9) Die Stornierung oder Nichterfüllung von Verträgen, Entschädigungsansprüche oder andere mit der Durchführung dieser Abmachungen zusammenhängende Einzelheiten, die in diesem Abkommen nicht eigens behandelt sind, werden zu gegebener Zeit über die MAAG geregelt, wobei, soweit anwendbar, die Bestimmungen des Abkommens über Offshore-Beschaffungen vom 4. April 1955 zu berücksichtigen sind, um zu Lösungen im Geiste des genannten Abkommens zu gelangen.
- (10) Die Regierung der Bundesrepublik hat davon Kenntnis genommen, dass, soweit nichts anderes vereinbart wird, die der Botschaft der Vereinigten Staaten in Bonn zugeteilte Beratergruppe für militärische Unterstützung (MAAG) als Beratungs- und Verbindungsstelle für Fragen zur Verfügung steht, die sich aus der Durchführung dieses Abkommens oder weiterer Abmachungen ergeben.

Ich beeohre mich vorzuschlagen, dass diese Note zusammen mit Ihrer diese Abmachungen bestätigenden Antwort ein Abkommen zwischen der Regierung der Vereinigten Staaten und der Regierung der Bundesrepublik

Deutschland darstellt, das mit dem Datum Ihrer Note  
in Kraft tritt.

Genehmigen Sie, Exzellenz, die erneute Ver-  
sicherung meiner ausgezeichneten Hochachtung.

HEINZ L KREKELER

*The Acting Secretary of State to the Ambassador of the Federal Republic of Germany*DEPARTMENT OF STATE  
WASHINGTON

Oct 8 1956

EXCELLENCY:

I have the honor to acknowledge the receipt of your note of October 8, 1956, the text of which in English is as follows:

"I have the honor to refer to the conversations between the representatives of our two Governments which took place in Washington from August 3 to August 16, 1956, concerning the sale by the United States of America to the Federal Republic of Germany of certain military equipment, materials, and services pursuant to Section 106 of the Mutual Security Act of 1954, as amended, and pursuant to the agreement between the two Governments of November 23, 1953, as modified by Article I, paragraph 4, of the Mutual Defense Assistance Agreement of June 30, 1955. As a result of these conversations the following arrangements have been formulated:

"1. On the basis of requests submitted by the Government of the Federal Republic for the purchase of such military equipment, materials and services, the Government of the United States will, in cases where such items and services can be made available for the purpose, so inform the Federal Republic through letters of offer or other appropriate communications. Such communications will indicate the price and time of delivery of such items or services, and other conditions.

"2. The Government of the Federal Republic will inform the Government of the United States in writing in the manner indicated in the letters of offer or other communications of the items or services which it wishes to purchase pursuant to such communications or agreed modifications of same. This will constitute a firm order on the part of the Government of the Federal Republic. In cases where no order is placed there will be no charge to the Government of the Federal Republic.

"3. The Government of the Federal Republic of Germany will pay in full to the Government of the United States the total price of the items and services ordered and any damages incident to cancellation of contracts in the following manner:

a) With a view to facilitating the execution of such orders and in order to provide a reasonable working fund (deposit), the Government of the Federal Republic will make payments in United States dollars into an account to be established with the

68 Stat. 836.  
22 U.S.C. § 1816.TIAS 2911.  
5 UST 170.TIAS 3443.  
6 UST 6000.

Secretary of the Treasury, which account is to be maintained on the books of the United States Treasury and to be designated as "Secretary of the Treasury, Department of Defense, Military Purchases by Federal Republic of Germany". The Secretary of the Treasury of the United States will administer such account as a custodian and free of charge. A deposit will be made in this account, at the time of the placing by the Government of the Federal Republic of each firm order, in an amount not less than 15% of the total estimated price indicated in the letter or other communication of offer pursuant to which such order is placed. In order that the account may be maintained at all times at not less than 15% of the aggregate price of items and services firmly ordered and remaining undelivered, the Government of the Federal Republic will make subsequent deposits to this account, based upon notifications from the Department of Defense, in amounts required to cover the price of anticipated services and deliveries of equipment and materials, necessary advances and progress payments, as well as any damages and costs that may accrue from the cancellation of any contracts or rehabilitation work. Such notification will be made to the German Embassy in Washington at the beginning of each month and will specify the amount required to be deposited to cover such withdrawals for the next following month, which deposit shall be made within thirty days after receipt of each such notification. In order to assist the Government of the Federal Republic in anticipating future deposit requirements, the Department of Defense will also provide the German Embassy, one month before the beginning of each calendar quarter, a tentative estimate of the amounts which are expected to be requested under this procedure during the succeeding calendar quarter. Payments will be made out of this account by the Secretary of the Treasury to the United States Department of Defense in such amounts as are certified to him by designated representatives of the Department of Defense to be payable to that Department under the terms of the present agreement. The amounts so payable to the United States Department of Defense during any calendar month shall be equal to the estimated deliveries, etc., contained in the monthly notification, given to the Federal Republic of Germany by the Department of Defense as set forth above, in connection with the deposit required to be made at the beginning of the same month. Any questions by the Federal Republic regarding deposits required under these estimates will be discussed by representatives of the two Governments and any necessary adjustments will be made in subsequent monthly deposits.

"It is understood that in lieu of cash deposits in United States dollars in the above described account, the Federal Republic may deliver to the Secretary of the Treasury United States Treasury bills, or other marketable United States Government securities maturing within one year from the date of deposit, equivalent at face value to the amounts required to be deposited. The Secretary of the Treasury will, on the basis of instructions from the Government of the Federal Republic, invest or reinvest in United States Treasury bills, or in other marketable United States Government securities maturing within one year from date of purchase, any dollar funds in this account (including proceeds from redemption or sale of Treasury bills or other securities) which are not required for payments out of the account. The Secretary of the Treasury for the purpose of making payments out of this account, may use the proceeds of maturing Treasury bills or other securities and may, to the extent necessary, cause Treasury bills or other securities to be sold at the market prior to maturity. The Secretary of the Treasury shall in such case have sole discretion in determining the particular bills or other securities to be sold. The proceeds of redemption of such bills or other securities at maturity or from sale of such securities prior to maturity shall be credited to the account. Any interest accruing from any of the above investments shall be credited to the account.

"After final settlement with the United States Department of Defense of amounts due as a result of all orders placed by the Government of the Federal Republic pursuant to the present arrangements, the Secretary of the Treasury will return to the Government of the Federal Republic any balances of cash or Treasury securities remaining in the working fund.

b) In addition to the working fund provided for above, the Government of the Federal Republic will provide to the Government of the United States a guarantee of the Bank deutscher Laender, in a form mutually agreeable to the two Governments, at the time of the placing of the first firm order, in an amount of not less than 25% of the estimated total price of the items and services ordered, as indicated in the letter or other communications of offer pursuant to which the order is placed. This guarantee will be increased at the time each additional firm order is placed in an amount representing 25% of the total estimated price indicated for such additional order. The guarantee will, however, be revised by mutual agreement from time to time in order to reflect the price of liquidated obligations against which it is no longer necessary to maintain the 25% security for which such guarantee is issued. The Government of the United States may have

recourse to the banker's guarantee if the Federal Republic fails to make the deposits into the working account, in accordance with paragraph 3 (a) above, required to cover anticipated prices of services, deliveries of equipment and materials, necessary advance and progress payments, and costs and damages accruing from cancellation of any contracts or rehabilitation work.

"4. It is understood by the Government of the Federal Republic that for the time being quality control and inspection of equipment and materials covered by orders placed by the Federal Republic will be accomplished in accordance with the terms and conditions under which such equipment and materials are provided to the United States military services.

"5. In the discussions concerning the condition of equipment and materials, the German representatives noted with satisfaction that, pursuant to normal United States practice, alleged defects not attributable to circumstances arising after delivery to the agent of the Federal Republic would be examined by the MAAG, and, as mutually agreed, such defective equipment or materials would be repaired or replaced free of charge by the Government of the United States.

"6. The United States representatives indicated that under existing legislation the Federal Republic would enjoy the same exemptions from United States Federal taxation as the United States Government with respect to orders placed pursuant to these arrangements.

"7. The two Governments have agreed that the delivery of the equipment or materials to be furnished under this agreement shall be effected f.o.b. U.S. supply point, commercial or government, except for aircraft and except for high explosive ammunition, which would be delivered f.o.b. vessel at ammunition loading facilities under military control. The Government of the United States will facilitate the issuance of export licenses.

"8. Under these terms of sale the German Government would designate a shipping agent and/or freight forwarder to make all arrangements for shipment to Germany from the United States supply point, commercial or government. Title to the equipment or materials would pass to the German Government at the United States supply point at the time of acceptance by the commercial carrier or the freight forwarder. Loading of the equipment or materials on board the carrier's equipment would be accomplished by the United States Government. This service will be covered by accessorial charges (packing, crating and handling).

"9. Cancellation of contracts, failure to complete contracts, indemnification, or any other details involved in the implementation of these arrangements not specifically covered in this agreement are to be settled in due course through the MAAG, taking into account, where applicable, the provisions of the Offshore Procurement Agreement of April 4, 1955, with a view to developing solutions in the spirit of that agreement.

"10. The Government of the Federal Republic took notice that, except as may be otherwise agreed, the Military Assistance Advisory Group attached to the Embassy of the United States at Bonn will be available as a consulting and liaison body for questions arising from the implementation of this agreement or further arrangements.

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

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

The Government of the United States of America confirms these arrangements and concurs with your proposal that your note of October 8, 1956, together with this note, constitutes an agreement between the Government of the United States of America and the Government of the Federal Republic of Germany, effective on the date of this note.

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

HERBERT HOOVER, Jr.  
*Acting Secretary*

His Excellency  
HEINZ L. KREKELER,  
*Ambassador of the Federal Republic  
of Germany.*

# INDIA

## Surplus Agricultural Commodities

*Agreement, with annex, signed at New Delhi*

*August 29, 1956;*

*Entered into force August 29, 1956.*

*With related letters.*

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AGRICULTURAL COMMODITIES AGREEMENT BETWEEN  
THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF INDIA  
UNDER TITLE I OF THE  
AGRICULTURAL TRADE DEVELOPMENT AND ASSISTANCE ACT

The Government of the United States and the  
Government of India;

Recognizing the desirability of expanding trade in agricultural commodities between their two countries and with other friendly nations in a manner which would not displace usual marketings of the United States in these commodities, or unduly disrupt world prices of agricultural commodities; and recognizing the desirability of accelerated economic development leading to increased consumption;

Considering that the purchase for Indian rupees of surplus agricultural commodities produced in the United States will assist in achieving such an expansion of trade, accelerated development and increased consumption;

Considering that the Indian rupees accruing from such purchases will be utilized in a manner beneficial to both countries;

Desiring to set forth the understandings which will govern the sales of surplus agricultural commodities to the Government of India pursuant to Title I of the Agricultural Trade Development and Assistance Act of 1954, as amended, and the measures which the two governments will take individually and collectively in furthering the expansion of trade in such commodities;

68 Stat. 455.  
7 U.S.C. §§ 1701-  
1709.

Have agreed as follows :

### ARTICLE I

#### Sales for Indian Rupees

1. Subject to the issuance and acceptance of the purchase authorizations referred to in paragraph 2 of this Article, and

subject to the provisions of paragraph 4 of this Article, the Government of the United States of America undertakes to finance, during the period ending June 30, 1959, the sale for Indian rupees of certain agricultural commodities determined to be surplus pursuant to the Agricultural Trade Development and Assistance Act of 1954, as amended, to the Government of India.

2. The United States Government will issue, within the terms of this Agreement, purchase authorizations which shall include provisions relating to the sale and delivery of commodities, the time and circumstances of deposit of the Indian rupees accruing from such sales, and other relevant matters, and which shall be subject to acceptance by the Government of India. Certain commodities, and amounts, with respect to which tentative agreement has been reached by the two governments, are listed in paragraph 3 of this Article. A schedule of minimum quantities of commodities to be shipped each year, with respect to which tentative agreement has been reached by the two Governments, is set forth in Annex I to this Agreement. The agreement reached between the two governments with respect to usual marketings is also set forth in Annex I.

3. The United States Government undertakes to finance the sale to the Government of India of the following commodities, in the amounts and approximate quantities indicated, for shipment prior to June 30, 1959, under the terms of Title I of the said Act and of this Agreement :

<u>Commodities</u>	<u>Export Market Value</u>
Wheat	\$ 200.0 million
Rice	26.4 million
Cotton	70.0 million
Dairy Products	3.5 million
Tobacco	6.0 million
Sub-total	<hr/> \$ 305.9 million
Ocean Transportation (Est. 50%)	54.2 million
Total	\$ 360.1 million

4. The two governments agree that the issuance of purchase authorisations for ghee, dried milk and tobacco providing for purchases after June 30, 1957, shall be dependent upon the determination by the United States Government that such commodities are in surplus supply at that time. The United States Government shall have the right to terminate the financing of further sales under this Agreement of any commodity if it determines at any time after June 30, 1957, that such action is necessitated by the existence of an international emergency.

#### ARTICLE II

##### Use of Indian Rupees

1. The two governments agree that the Indian rupees accruing to the United States Government as a consequence of sales made pursuant to this Agreement will be used by the Government of the United States for the following purposes in the amounts shown:

- (i) For United States expenditures under sub-sections (a),  
(b), (d), (f) and (h) of Section 104 of the Act, the  
Indian rupee equivalent \$ 72.0 million.
- (ii) For grants to the Government of India to promote the  
economic development of India under sub-section (e) of  
Section 104 of the Act, the Indian rupee equivalent  
\$ 54.0 million, subject to supplemental agreement  
between the two governments. In the event the rupees  
set aside for grants to the Government of India are  
not advanced within five years from the date of this  
Agreement as a result of failure of the two governments  
to reach agreement on the use of the rupees for grant  
purposes, or for any other purposes, the Government of  
the United States may use the rupees for any other  
purposes authorized by Section 104 of the Act.
- (iii) For loans to the Government of India to promote the  
economic development of India under sub-section (g) of

*Post*, pp. 2817, 2818.

Section 104 of the Act, the Indian rupee equivalent of \$ 234.1 million subject to supplemental agreement between the two governments. It is understood that the loan will be denominated in dollars, with payment to be made in United States dollars, or, at the option of the Government of India, in Indian rupees, such payments in rupees to be made in accordance with the provisions of the loan agreement and any agreement supplemental thereto. In the event the rupees set aside for loans to the Government of India are not advanced within five years from the date of this Agreement as a result of failure of the two governments to reach agreement on the use of the rupees for loan purposes, or for any other purposes, the Government of the United States may use the rupees for any other purposes authorised by Section 104 of the Act. Not less than \$ 55.0 million of this sum will be reserved for relending to private enterprise through established banking facilities under procedures to be agreed upon by the two governments.

2. The Indian rupees accruing under this agreement shall be expended on a basis which gives priority to use for purposes under paragraph 1(i) (that is United States Uses) except as may be otherwise agreed.

### ARTICLE III

#### Deposit of Indian Rupees and Rate of Exchange

The deposit of Indian rupees in payment for the commodities (and for ocean freight costs financed by the United States, except excess costs resulting from the requirement that United States flag vessels be used) shall be made at the rate of exchange for United States dollars generally applicable to import transactions (excluding imports granted preferential rate) in

effect on the dates of dollar disbursement by United States banks, or by the United States, as provided in the purchase authorizations.

#### ARTICLE IV

##### General Undertakings

1. The Government of India agrees that it will take all possible measures to prevent the resale or trans-shipment to other countries or use for other than domestic purposes (except where such resale, trans-shipment or use is specifically approved by the Government of the United States), of surplus agricultural commodities purchased pursuant to the provisions of the Agricultural Trade Development and Assistance Act of 1954, as amended, and to assure that the purchase of such commodities does not result in increased availability for export from India of these or like commodities, including cotton of 5/8" or longer staple.

2. The two governments agree that they will take reasonable precautions to assure that sales of surplus agricultural commodities pursuant to the Agricultural Trade Development and Assistance Act of 1954 will not unduly disrupt world prices of agricultural commodities, displace usual marketings of the United States in these commodities, or materially impair trade relations among the countries of the free world.

3. In carrying out this Agreement the two governments will seek to assure conditions of commerce permitting private traders to function effectively and will use their best endeavours to develop and expand continuous market demand for agricultural commodities.

4. The Government of India agrees to furnish, upon request of the Government of the United States, information on the progress of the program, particularly with respect to arrivals and conditions of commodities and the provisions for the

maintenance of usual marketings, and information relating to export of the same and like commodities.

ARTICLE V

Consultation

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

ARTICLE VI

Entry Into Force

This Agreement shall enter into force upon signature.

In Witness Whereof, the respective representatives, duly authorized for the purpose, have signed the present Agreement.

Done at New Delhi this 29th day of August, 1956.

FOR THE GOVERNMENT OF INDIA

*C V Narasimhan*

(C.V. Narasimhan)  
Joint Secretary to the  
Government of India

FOR THE GOVERNMENT OF THE  
UNITED STATES OF AMERICA

*Fredric P. Bartlett*

(Frederic P. Bartlett)  
Charge d'Affaires of the  
United States of America

Annex I

Memorandum of Understanding Between the  
Government of the United States of America and the  
Government of India.

Relative to Surplus Agricultural Commodities  
Under Title I of United States Public Law 480,  
Eighty-Third Congress, As Amended

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

Recognizing that sales of surplus agricultural  
commodities under Title I of United States Public Law 480,  
Eighty-Third Congress, as amended, shall be in excess of the  
usual marketings of such commodities;

68 Stat. 455.  
7 U.S.C. §§ 1701-  
1709.

Recognizing that consideration should be given to  
providing such commodities for increased consumption in India;

Recognizing that consideration should be given to the  
scheduling of the shipments to be made over the three-year  
period;

Have agreed as follows:

SECTION I

USUAL MARKETINGS

The two governments agree that imports of surplus  
agricultural commodities under Title I of United States Public  
Law 480, and of the Surplus Agricultural Commodities Agreement,  
to which this Annex I relates, shall be over and above usual  
commercial imports from all sources during United States fiscal  
year 1957 of not less than 375,000 metric tons of rice and for  
each year during United States fiscal years 1957, 1958 and 1959  
of not less than 550,000 metric tons of wheat and 500,000 bales  
of cotton of 480 pounds net, except that minor annual deviations  
may be permitted. Of the 550,000 metric tons of wheat, not less  
than 150,000 metric tons shall be imported from the United States

during each of the three years, and of the 500,000 bales of cotton, not less than 100,000 bales shall be imported from the United States during each of the three years. Minor annual deviations as referred to above shall apply only to the remaining 400,000 metric tons of wheat and 400,000 bales of cotton required annually as usual marketings but at no time shall such marketings be more than 20 per cent in arrears on a cumulative basis. Furthermore, a total of 1,650,000 metric tons of wheat and 1,500,000 bales of cotton will be taken as usual marketings during the three year period.

SECTION IISCHEDULE OF SHIPMENTS

1. Subject to the provisions of Article I of the Agricultural Commodities Agreement between the two governments, it is understood that the United States Government will undertake to issue purchase authorizations on an annual basis and the Government of India will undertake to utilize purchase authorizations and purchase and ship a minimum of \$ 46.0 million worth of wheat and \$ 21.0 million worth of cotton during United States fiscal year 1957; a minimum of \$ 57.0 million worth of wheat and \$ 21.0 million worth of cotton during the United States fiscal year 1958; and the remainder of the commodities as provided in the Agreement to be purchased and shipped on or before June 30, 1959.

2. The Government of the United States reserves the right, in the event of substantial failure to carry out the foregoing schedule, to cancel the remainder of the program.

C V N

\* F P B

## [RELATED LETTERS]

THE FOREIGN SERVICE  
OF THE  
UNITED STATES OF AMERICA

AUGUST 28, 1956

Mr. C. V. NARASIMHAN, I.C.S.

*Joint Secretary*

*Department of Economic Affairs  
Ministry of Finance  
Government of India*

DEAR MR. NARASIMHAN:

Referring to our telephone conversation this morning, there is enclosed a memorandum covering some of the points that have been discussed during the negotiations on the Title I, Public Law 480 Agreement.

In case you find anything in this which is not in accordance with your understanding, please so indicate immediately so that we can attempt to clarify it before signing of the agreement.

Respectfully yours,

FREDERIC P. BARTLETT

Frederic P. Bartlett  
*Charge d'Affairs, a.i.*

Enclosure:

Memorandum

AUGUST 28, 1956

MEMORANDUM

The following is a resume of some of the points raised during discussions between officials of the United States and the Government of India on the Title I, PL-480 Agreement:

1. Export market values shown in para 3 of the Agreement represent total amounts for which purchase authorizations will be issued. The quantities of the commodities which were mentioned in the letters from our Agricultural Attache, Mr. Anderson to Mr. Thapar and Mr. Patel, dated July 18, 1956 [1] and August 6, 1956,[1] were based on present United States export market prices. However, commodity commitments will be in terms of export market value and not quantity. Purchase of commodities will be from private United States commercial firms and actual prices are to be agreed upon by the buyers and the sellers.
2. As required by law, at least 50% of the tonnage of each commodity must be transported on privately owned United States vessels. The ocean transportation figure in the agreement is an estimate of the amount required to carry this tonnage on United States flag vessels. India will be required to deposit rupees for ocean freight financed by the United States only at the freight rate prevailing on non-United States vessels. To the extent that the amount provided for ocean transportation proves inadequate, additional funds will be provided. If it should be more than sufficient to cover ocean transportation costs the remainder may be used to finance the purchase of additional quantities of the commodities in the program.
3. The United States will issue purchase authorizations on an annual basis in accordance with minimum annual schedules as indicated in Annex I of the Agreement. If additional amounts are desired in any one year the P.A. can be increased by amendment.
4. Sales of cotton financed under Title I will be eligible to participate in the U.S. Department of Agriculture special cotton export program for shipment after August 1, 1956.
5. The \$3.5 million for dairy products will cover the purchase of ghee, dried milk, or dried milk and anhydrous fat for milk recombining. It is anticipated that part of the dairy products in the program will be used to help supply the Calcutta enterprise, surveyed recently by a FAO team.

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<sup>1</sup> Not printed.

6. The deposit of Indian rupees in payment for the commodities will be at the rate of exchange for US dollars generally applicable to import transactions (excluding imports granted a preferential rate). The procedure for making deposits, given in Title I, Public Law 480 Regulations Revised,<sup>[1]</sup> copy of which has been given to the Government of India officials, is in line with the desire of the United States to keep Title I transactions as close as possible to normal commercial transactions. The proposed rate would, under the current India exchange system, be the official selling rate for United States dollars.

7. The facility to convert up to one million dollars of rupees into other currencies is for the purpose of having funds to pay for international transportation of United States and other personnel engaged in, and supplies and equipment for, agricultural market development activities under Section 1 (i) of Article II of the Agreement.

8. It is understood that Section 1415 of the United States Supplemental Appropriation Act, 1953, is applicable to the rupee uses under this Agreement. This requires that not less than 10% of the rupee proceeds be used for United States uses covered by dollar appropriations of the United States Congress.

66 Stat. 662.  
31 U.S.C. § 724.

9. Supplemental Agreements between the two Governments will be made covering the grant provided in Article II, para 1 (ii). Acceptable uses of grant funds could include, for example (1) construction of storage facilities for primary agricultural commodities, (2) improvement of dock facilities for handling agricultural commodities, (3) construction of food processing facilities, such as milk recombining and toning plants, (4) expenditures for direct consumption on projects necessary to buttress economic development, including direct consumption agricultural commodities, such as feeding and clothing students at technical and professional training centers and schools, (5) other projects of like nature related to economic development or increased consumption.

10. The terms of the loan cited under para 1 (iii) of Article II will also be covered by a Supplemental Agreement between the two Governments. It is indicated that the terms and procedures of the Agreement will follow substantially the lines of the previous Mutual Security loans. Rupee loans will be denominated in dollars and repayable in either dollars or rupees. Repayment, if in rupees, will be calculated in accordance with an exchange rate designed to protect both Governments against changes in the dollar-rupee relationship.

<sup>1</sup> 21 Fed. Reg., Mar. 6, 1956, p. 1433, § 11.4 (10).

*Post*, p. 2815, (ii).

11. With regard to the \$55.0 million of funds reserved for relending to private enterprise through established banking facilities in para 1 (iii) of Article II, it is understood that loans will be made on a non-discriminatory basis as between Indian citizens, United States nationals and nationals of other mutually acceptable countries. These funds also may be used to supply the local currency component of loan projects for private enterprise through established banking facilities, including I.C.I.C.I. if such additions to its financial resources would further its objectives. Loans to private enterprise will be made on terms no less favorable than the usual terms of local financial agencies.

12. Generally, loan and grant funds will not be used for economic development projects which would have the effect of reducing export outlets for United States agricultural commodities. However, agricultural projects for such purposes as expansion or improvement of livestock production, storage, processing and distribution facilities; development of forestry resources; or other such purposes which would not have the effect of reducing export outlets for United States agricultural commodities will be considered on an individual basis.

13. In general, the procedures which govern the release of 104 (e) and (g) funds will be on the same lines as the procedures currently being followed for obtaining approval of projects financed under the [1] TCM-India Program. This procedure will apply on all releases of funds for uses under 104 (e) and (g), including projects for which the dollar costs are covered from other sources.

14. The procurement, shipment and financing of sales under Title I will be governed by U.S. Department of Agriculture forms, procedures and regulations.

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<sup>1</sup> Technical Cooperation Mission.



D.O.No.  
MINISTRY OF FINANCE,  
Dept. of Economic Affairs.

New Delhi , the 29th August 1956.

Dear Mr. Bartlett:

During the course of the discussions, which preceded the signing today of an Agreement under Title I, U.S. Public Law 480 between the Government of U.S.A. and the Government of India, we reached an understanding on several points which have, for various reasons, not been incorporated in the body of the Agreement. You have mentioned some of those understandings in the memorandum attached to your letter dated August 28, 1956. However, I find that the following understandings also need to be placed on record:-

(i) Repayment of loans cited under para 1(iii) of Article II of the Agreement will be in dollars or in rupees at the option of Government of India. It is assumed that there will be a differential rate of interest, as in the case of the previous Development Assistance loans.

(ii) With reference to para 11 of the memorandum, we would like to place on record the fact that it was pointed out during our discussions that, while there was no bar in principle to make additional loans available to the Industrial Credit & Investment Corporation of India, the ICICI had no need for additional finances just now, and in fact they had not drawn upon the line of credit from the International Bank for Reconstruction & Development already made available to them. Furthermore, if ICICI wanted additional rupee finance, they should normally go to the market. In India it was not usual for banks to give medium term loans required by industries, and ordinarily the banks would only give short-term credit.

It was also suggested by us that these funds may be utilised for purposes such as loans for modernization of textile mills and jute mills, and also for mechanisation of the decentralized sector of industry especially small scale industries. The loan programmes will be handled by the appropriate organisations, such as the National Industrial Development Corporation in the case of textile and Jute mills, National Small Scale Industries Corporation for small scale industries, etc. etc. We could also use the State Bank of India as an established banking agency.

(iii) Imports of surplus agricultural commodities, if any, under the Development Assistance Programme would count against the usual marketing requirements of Section I of Annexure I of the Agreement.

(iv) It is possible that we may have some difficulty in importing the entire quantity of cotton through the trade. We may have to import whatever quantity remains to be lifted after the trade has done its best on Government account through the State Trading Corporation.

Yours sincerely,

*C. V. Narasimhan*

(C. V. Narasimhan)

Mr. F. P. Bartlett,  
Charge d'Affaires,  
U.S. Embassy,  
New Delhi.

AMERICAN EMBASSY, NEW DELHI

August 29, 1956

Mr. C. V. NARASIMHAN, I.C.S.

*Joint Secretary*

*Department of Economic Affairs*

*Ministry of Finance*

*Government of India*

DEAR MR. NARASIMHAN:

I have the honour to refer to the Title I, United States Public Law 480 Agreement signed today between the Government of the United States of America and the Government of India and to say that with regard to rupees accruing to uses indicated under Article II, paragraph 1 (i) of the Agreement the understanding of the Government of the United States of America is that the Government of India agrees that rupees up to a total not in excess of \$1.0 million may be converted into other currencies upon request by the Government of the United States of America.

*Ante, p. 2805.*

I have the honour to request you kindly to confirm that this is also the understanding of the Government of India.

Respectfully yours,

FREDERIC P. BARTLETT

Frederic P. Bartlett

*Charge d'Affairs, a.i.*

Confirmed on behalf of  
the Government of India

By: C V NARASIMHAN

August 29, 1956

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THE FOREIGN SERVICE  
OF THE  
UNITED STATES OF AMERICA

AMERICAN EMBASSY,  
*New Delhi, August 29, 1956*

Mr. C. V. NARASIMHAN, I.C.S.

*Joint Secretary*

*Department of Economic Affairs*

*Ministry of Finance*

*Government of India*

DEAR MR. NARASIMHAN:

As you may know the Agricultural Trade Development and Assistance Act was amended during the last session of the Con-

70 Stat. 565, 988.

gress to provide for two additional rupee uses under additional clauses to Section 104 number (i) and (j) respectively. As we do not have full information regarding these clauses and in order not to delay the signing of the basic agreement between our two Governments under the above Act this afternoon, it is suggested that article II of the Agreement be amended subsequently to authorize Section 104 (i) and (j) for United States uses.

If you agree, could you indicate your concurrence below?

Sincerely yours,

FREDERIC P. BARTLETT

Frederic P. Bartlett

*Charge d'Affaires, a.i.*

Confirmed on behalf of  
the Government of India

By: C V NARASIMHAN

*August 29, 1956*

# UNION OF SOVIET SOCIALIST REPUBLICS

## Disposition of Lend-Lease Supplies in Inventory or Procurement in the United States

*Agreement signed at Washington October 15, 1945;  
Entered into force October 15, 1945.*

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### AGREEMENT BETWEEN THE GOVERNMENTS OF THE U.S. AND U.S.S.R. ON THE DISPOSITION OF LEND-LEASE SUPPLIES IN INVENTORY OR PROCUREMENT IN THE UNITED STATES.

The Government of the U.S. and the Government of the U.S.S.R., in order to provide for the orderly disposition in their mutual interests of the undelivered articles which were in inventory or procurement in the United States, prior to the cessation of active military operations against the common enemy, for the purpose of providing war aid to the U.S.S.R. under the Act of Congress of March 11, 1941, as amended, agree as follows:

55 Stat. 31.  
22 U.S.C. § 411 note.

#### ARTICLE I

All articles and services undertaken to be provided by the Government of the U.S. under this Agreement shall be made available under the authority and subject to the terms and conditions of the Act of Congress of March 11, 1941, as amended, and any acts supplementary thereto.

#### ARTICLE II

Within such periods as may be authorized by law, the Government of the U.S. undertakes to transfer to the Government of the U.S.S.R., and the Government of the U.S.S.R. agrees to accept subject to the right of inspection referred to in Article V, those articles which are or will be available to the Government of the U.S. for transfer to the Government of the U.S.S.R. out of articles that are included in the requisitions set forth in Schedule I-A or in the categories of articles set forth in Schedule I-B and that were in inventory or procurement in the United States for the purpose of providing war aid to the U.S.S.R., but were not transferred, prior to the date of the signature of this Agreement.

The Government of the U.S.S.R. undertakes to pay the Government of the U.S. in dollars, for the articles transferred to the Government of the U.S.S.R. under this Article, an amount to be determined as set forth in Schedule II, and interest thereon, according to the terms and conditions set out in that Schedule. The obligation of the Government of the U.S.S.R. to make payment in dollars in accordance with the terms of this Agreement may be discharged by the delivery of gold, which will be valued at the buying price for gold provided in the provisional regulations issued under the Gold Reserve Act of 1934 as the same may be in effect at the time of each delivery.

Schedule I-A, Schedule I-B and Schedule II, which are annexed hereto, are made a part of this Agreement.

#### ARTICLE III

Changes may be made from time to time by mutual agreement of the parties in the list of requisitions and categories in Schedule I-A and Schedule I-B.

The Government of the U.S.S.R. shall be released from its obligation to accept articles under the provisions of Article II upon payment to the Government of the U.S. of any net losses to the Government of the U.S., including contract cancellation charges, resulting from the determination of the Government of the U.S.S.R. not to accept such articles.

The Government of the U.S.S.R. reserves the right, without payment as provided in the foregoing paragraph, not to accept articles which cannot be made available by the Government of the U.S. in complete units as specified in the approved requisitions or written requests of the Government of the U.S.S.R., or in the offerings made by the U.S. Government, relating to such articles and units.

#### ARTICLE IV

Within such periods as may be authorized by law, the Government of the U.S. undertakes to aid in the movement to the U.S.S.R. of the articles provided under Article II by furnishing American flag shipping and related services so far as it deems necessary to supplement Soviet flag shipping and so far as it is consistent with the national interest of the U.S., and the Government of the

U.S.S.R. agrees to pay the Government of the U.S. for such shipping and related services as may be made available under the provisions of this Article in an amount and on terms and conditions set forth in Schedule II.

#### ARTICLE V

The Government of the U.S. will, in lieu of granting any warranty express or implied with respect to articles transferred to the U.S.S.R., assign to the Government of the U.S.S.R. any assignable rights which it may have against the suppliers, inland carriers or other private contracting agencies for breach of warranty, or any assignable claims for loss of or damage to articles prior to transfer to the Government of the U.S.S.R. The Government of the U.S.S.R. shall have the right of inspection of articles prior to delivery. The Government of the U.S. undertakes to use its best efforts to provide appropriate assistance to the Government of the U.S.S.R. to effectuate a satisfactory settlement with the suppliers, inland carriers, or other private contracting agencies of any claims of the Government of the U.S.S.R. covered by the aforesaid assignment.

The Government of the U.S. agrees that the provisions of Article V of the Mutual Aid Agreement of June 11, 1942, shall not apply to supplies made available to the Government of the U.S.S.R. under the provisions of Article II of this Agreement.

EAS 253.  
56 Stat. 1501.

#### ARTICLE VI

The provisions of this Agreement shall not apply to those articles which the Government of the U.S.S.R. has agreed to purchase and the U.S. Government has agreed to transfer under the terms and conditions of the letter dated May 30, 1945, [¹] from the Foreign Economic Administrator to the Chairman of the Government Purchasing Commission of the Soviet Union in the U.S.A.

Nothing in this Agreement shall modify or otherwise affect the final determination, under the Act of March 11, 1941, as amended, and the Mutual Aid Agreement between the two Governments of June 11, 1942, of the terms and conditions upon which the Government of the U.S.S.R. has received aid except for the articles and services made available under the provisions of this Agreement.

#### ARTICLE VII

This Agreement shall take effect as from this day's date.

<sup>1</sup> Not printed.

In witness whereof the undersigned, duly authorized by their respective Governments, have signed the present agreement in duplicate in Washington on the fifteenth day of October, 1945.

For the Government of the United States:

*Leo Crowley* [1]  
For the Government of the Union of Soviet Socialist Republics:

*L. G. Rudenko* [2]

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<sup>1</sup> Leo Crowley.  
<sup>2</sup> L. G. Rudenko.

## SCHEDULE I

[Schedule I-A and Schedule I-B, containing voluminous detailed information concerning the materials and equipment to be supplied under the Agreement, are not printed herein. They are deposited with the Agreement in the archives of the Department of State where they are available for reference.]

## SCHEDULE II

The terms and conditions upon which articles are to be transferred and shipping and related services rendered by the Government of the U.S. to the Government of the U.S.S.R. under the provisions of this Agreement are as follows:

### A. Definitions:

1. The term "contract price" means the contract price f.o.b. point of origin, or the price computed by the U.S. Government f.o.b. point of origin in cases in which contracts are written on terms other than f.o.b. point of origin (confirmed by proper documents), which is paid by the U.S. Government to the contractor. The contract price shall be evidenced by a specific contract in cases where specific contracts have been entered into by a U.S. Government procurement agency in pursuance of an approved requisition or other written request of the Soviet Government Purchasing Commission or to fulfill offerings made by the U.S. to the U.S.S.R. for the war programs of the U.S.S.R. In cases where articles so requested or offered are not procured on contracts placed by a U.S. Government procurement agency in part or in whole specifically for the U.S.S.R. but are procured by a U.S. Government procurement agency on general war supply contracts without specification of the particular ultimate recipient or recipients, the contract price shall be the average contract price (as computed by the U.S. Government) f.o.b. point of origin paid by the U.S. Government procurement agency for similar articles.

2. The term "the fair value of the articles" means: (a) In the case of non-foodstuffs, in the aggregate, the contract price less 10 percent of such contract price; (b) In the case of foodstuffs, the price (as computed by the U.S. Government) at which the U.S. Government sells similar articles in similar quantities in the United States to other foreign governments at or about the time of transfer to the U.S.S.R.

3. The term "inland point of origin" means the factory in the case of articles in production or under contract for production at the time of the signing of this Agreement and in the case of articles completed at the time of the signing of this Agreement the point at which such articles are then situated or their immediate next destination if the articles are in transit.

B. Unless otherwise provided by mutual agreement, transfers of articles to the Government of the U.S.S.R. shall take place, in the case of non-foodstuffs, immediately upon delivery of the articles at the inland point of origin, and in the case of foodstuffs, immediately upon the loading of the articles on board ocean vessels in a U.S. port, and title and risk of loss with respect to articles shall pass upon transfer to the Government of the U.S.S.R.; provided, that any article which shall not have been transferred to the Government of the U.S.S.R. as above set forth prior to three months following the time of the signing of this Agreement or three months following the time of notice to the Government of the U.S.S.R. of the availability of the articles, whichever is the later, shall be deemed to be transferred to the Government of the U.S.S.R. upon such date, and the Government of the U.S.S.R. shall thereafter assume complete financial responsibility for the articles.

All articles made available shall be properly packed or prepared to meet the requirements of ocean shipping. The invoice delivered by the Government of the U.S. as certified by authorized officials of the Government of the U.S.S.R. with respect to articles transferred under Article II shall be final. The Government of the U.S.S.R. shall, with respect to foodstuffs transferred, supply the Government of the United States with the necessary number of ship manifests and signed-on-board bills of lading with related invoices, packing lists, and other documents, whenever the foodstuffs are transported on a vessel not under the control of an agency of the Government of the United States.

C. The amount which the Government of the U.S.S.R. shall pay the Government of the U.S., for articles transferred under the provisions of Article II of this Agreement, shall be the sum of the following items set forth in subparagraphs 1 and 2:

1. The fair value of the articles.
2. The costs incurred subsequent to transfer for storage, inland transportation, inland accessorial charges, and port accessorial charges normally incurred by cargo in accordance with the custom of the port.

In the case of non-foodstuffs, such costs shall be evidenced by bills of lading, warehouse receipts or other appropriate invoices which shall be certified by the Government of the U.S.S.R. to represent true charges. Upon presentation of such documents to the Government of the U.S. by the Government of the U.S.S.R., the Government of the U.S. will pay the carrier, warehouse or other contracting agency, as the case may be.

The Government of the U.S.S.R. undertakes to identify by marking on the bill of lading, warehouse receipt, or other documents involved, the requisition and contract numbers and shipping marks or a description of the articles covered by such documents.

In the case of foodstuffs, such cost is included in the fair value of the article determined in accordance with subparagraph (1) above.

D. The amount which the Government of the U.S.S.R. shall pay the Government of the U.S.A. for shipping and related services made available under the provisions of Article IV of this Agreement shall be determined on the basis of applicable rates established by the Government of the U.S., which shall be subject to acceptance by the Government of the U.S.S.R.

E. Payment of the total amount determined as set forth above in paragraphs C and D shall be made by the Government of the Union of Soviet Socialist Republics, on or before July 1, 1975, in twenty-two annual installments, the first of which shall become due and payable on July 1, 1954. The amounts of the annual installments shall be as follows: each of the first four installments shall be in an amount equal to 2.5 percent of the amount determined as set forth above; each of the second four installments shall be 3.5 percent of said determined amount; each of the third four installments shall be 4.5 percent of said determined amount; each of the fourth four installments shall be 5.5 percent of said determined amount; and each of the last six installments shall be 6 percent of said determined amount.

Nothing herein shall be construed to prevent the Government of the Union of Soviet Socialist Republics from anticipating the payment of any of the installments, or any part thereof, set forth above.

If by agreement of both Governments, it is determined that, because of extraordinary and adverse economic conditions arising during the course of payment, the payment of a due installment would not be in the joint interest of the United States and the Union of Soviet Socialist Republics, payment may be postponed for an agreed upon period.

Interest on the unpaid balance of the total amount determined as set forth above in paragraphs C and D shall be paid by the Government of the Union of Soviet Socialist Republics at a fixed rate of 2-3/8 percent per annum accruing from July 1, 1946.

Interest shall be payable annually, the first payment to be made July 1, 1947.

For the Government of the United States:

A handwritten signature in black ink, appearing to read "Leo C. Crowley".

For the Government of the Union of  
Soviet Socialist Republics:

A handwritten signature in black ink, appearing to read "J. P. Denslow".



# JORDAN

## Guaranty of Private Investments

*Agreement effected by exchange of notes  
Signed at Amman July 10 and September 24, 1956;  
Entered into force September 24, 1956.*

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

THE FOREIGN SERVICE  
OF THE  
UNITED STATES OF AMERICA

No. 12

[JULY 10, 1956]

EXCELLENCY:

I have the honor to refer to conversations which have 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 have the honor to confirm the following understanding reached as a result of these conversations.

68 Stat. 847.  
22 U.S.C. § 1933  
(b) 4.

1. The Governments of Jordan and of the United States of America will, upon request of either of them, consult respecting projects in Jordan proposed by nationals of the United States of America with regard to which guaranties under Section 413 (b) (4) of the Mutual Security Act of 1954 have been made or are under consideration.

2. The Government of the United States of America agrees that it will issue no guaranty with regard to any project unless it is approved by the Government of Jordan.

3. With respect to such guaranties extending to projects which are approved by the Government of Jordan in accordance with the provisions of the aforesaid Section 413 (b) (4), the Government of Jordan 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 Jordan 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, or right of such person arising in connection therewith;

b. That Jordan Dinar 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 Jordan Dinar 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 Jordan to which the Government of the United States of America may be subrogated as the result of such 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 Jordan, the Government of the United States of America will consider that this note and your reply thereto constitute an agreement between the 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 distinguished consideration.

RICHARD H SANGER

Richard H. Sanger

*Charge d'Affaires a.i.*

His Excellency

AWNI ABDUL-HADI,

*Minister of Foreign Affairs of*

*The Hashemite Kingdom of Jordan,*

*Amman.*

The Jordan Minister of Foreign Affairs to the American Ambassador

THE HASHEMITE KINGDOM  
OF THE JORDAN  
MINISTRY OF FOREIGN AFFAIRS  
AMMAN



المملكة الأردنية الهاشمية

وزارة الخارجية

عمان

Ref. ....  
Date. ....

الرقم ٥٦ / ١٧٤٤  
التاريخ ١٩٥٦/٩/٢٤

سعادة السفير

اشير الى كتابكم رقم ١٢ بلا تاريخ في موضوع الصناعات المصنوع بها بمحب  
المادة ٤١٣ (ب) (٤) من قانون الأمن المتبادل لسنة ١٩٥٤  
وأشرف بأن أطليكم أن النصوص الواردة في ذلك الكتاب مقبولة لدى حكومة  
المملكة الأردنية الهاشمية  
أرجو سعادتكم أن تنقلوا فائق امتناري.

وزير الخارجية

٥٦

سعادة المستر لميستر دى مالسوى  
سفير الولايات المتحدة  
عسان

*English Text of the Foregoing Note*

THE HASHEMITE KINGDOM  
OF THE JORDAN  
MINISTRY OF FOREIGN AFFAIRS  
AMMAN



املاک الارضیہ امدادیہ

وزارة الخارجية  
هات

Ref. 67II / 6 / 56  
Date. 24/9/56

الرقم .....  
التاريخ .....

EXCELLENCE,

I have the honour to refer to your letter No. 12 of no date on the subject of guarantees authorized by Section 413 (b) (4) of the Mutual Security Act of 1954, and have the honour to inform you that the provisions mentioned in that letter are acceptable to the Government of Jordan.

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

**AWNI ABDUL HADI**  
*Minister For Foreign Affairs*

His Excellency,

Mr. LESTER D. MALLORY

*Ambassador of the United States of America.*

## *Amman*

# LAOS

## Economic Cooperation

*Agreement effected by exchange of notes  
Signed at Vientiane July 6 and 8, 1955;  
Entered into force July 8, 1955;  
Operative retroactively January 1, 1955.*

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*The American Minister to the Laotian Prime Minister, President  
of the Council*

THE FOREIGN SERVICE  
OF THE  
UNITED STATES OF AMERICA  
LÉGATION DES ÉTATS-UNIS D'AMÉRIQUE  
No. 2  
Vientiane, le 6 juillet 1955

EXCELLENCE,

J'ai l'honneur de me référer à la requête faite par le Gouvernement du Royaume du Laos, conformément à l'Accord sur la Coopération Economique signé le 9 Septembre 1951, en vue d'obtenir une aide économique directe supplémentaire afin de poursuivre les objectifs de coopération économique de cet Accord et de favoriser la défense efficace du Royaume du Laos. Afin de fournir une base convenable pour un tel programme d'aide directe supplémentaire, et vu les récents pourparlers avec certaines Hautes Autorités du Gouvernement Royal, j'en serais heureux si Votre Excellence voulait bien nous confirmer l'acceptabilité des bases d'accord suivantes:

1. Sous réserve des dispositions dont il pourrait être convenu d'autre part, toute aide fournie par le Gouvernement des Etats-Unis en vertu de ce programme le sera conformément aux termes de l'Accord de Coopération Economique entre nos deux Gouvernements, signé à Vientiane le 9 Septembre 1951.

2. Conformément au principe énoncé dans l'article III de l'Accord de Coopération Economique, le Gouvernement du Royaume du Laos est disposé à fournir tous renseignements relatifs aux opérations de la Banque Nationale du Laos dont le Gouvernement des Etats-Unis pourrait avoir besoin, pour autant

que ces opérations concernent l'emploi d'aide fournie par le Gouvernement des Etats-Unis. En outre, le Gouvernement du Royaume du Laos entrera en consultation, à la demande des Etats-Unis, avec des représentants qualifiés du Gouvernement des Etats-Unis afin d'assurer l'efficacité des mesures adoptées par la Banque Nationale en vue du bon emploi des fonds provenant de l'aide financière des Etats-Unis.

3. En plus des dépôts au compte spécial de la Banque Nationale du Laos stipulés à la Section I, paragraphe 2, de l'annexe à l'Accord de Coopération Economique, le Gouvernement du Royaume du Laos déposera à ce compte le produit en Kip résultant du transfert et de la conversion directe de tout change étranger rendu disponible par le Gouvernement des Etats-Unis.

Le taux de change à appliquer pour le calcul du produit en Kip, aux fins du paragraphe ci-dessus et de la Section I, paragraphe 2, de l'annexe à l'Accord de Coopération Economique, sera la valeur au pair acceptée par le Fonds Monétaire International ou le taux de change reconnu par ledit Fonds à la date du dépôt, à condition que ce taux soit le taux unique applicable à l'achat de devises étrangères destinées à régler les importations au Laos. Si un tel taux de change n'existe pas, le taux utilisé sera le taux de change le plus élevé des devises étrangères par rapport au Kip applicable aux importations dans le territoire du Laos, auquel toute personne juridique aura droit et qui ne sera pas illégal à l'époque de chaque demande de dépôt faite conformément aux termes des accords existant entre les deux Gouvernements.

Les buts de sorties de fonds du Compte spécial sont ceux spécifiés à la Section I, paragraphe 5, de l'annexe précitée, qui sont interprétés comme comprenant le développement de la défense efficace du Royaume du Laos. Le Gouvernement du Royaume du Laos peut tirer sur le Compte Spécial après accord entre les hautes parties contractantes, étant entendu que tous fonds employés contrairement aux termes de l'accord avec le Gouvernement des Etats-Unis seront, sur requête écrite, redéposés au Compte spécial.

Tous renseignements relatifs à l'emploi des fonds sortis du Compte spécial seront communiqués au Gouvernement des Etats-Unis, conformément à l'article III de l'Accord de Coopération Economique. A moins qu'il n'en soit mutuellement convenu auparavant, les sorties effectuées en vertu du présent échange de notes ne couvriront que les obligations contractées après le premier janvier 1955.

4. Tout change étranger pouvant être rendu disponible par le Gouvernement des Etats-Unis ne sera employé qu'ainsi qu'il pourrait être convenu entre nos deux Gouvernements.

Suivant réception d'une note de Votre Excellence indiquant que les bases d'accord qui précédent sont acceptables au Gouvernement du Royaume du Laos, le Gouvernement des Etats-Unis considérera que la présente note et la réponse de Votre Excellence constituent un accord entre nos deux Gouvernements, applicable à partir du premier janvier 1955.

Veuillez agréer, Excellence, l'assurance de ma considération la plus distinguée.

CHARLES W. YOST  
Ministre des Etats-Unis d'Amérique

Son Excellence KATAY D. SASORITH,  
*Premier Ministre, Président du Conseil  
du Gouvernement du Royaume du Laos,  
à Vientiane.*

*Translation*

THE FOREIGN SERVICE  
OF THE  
UNITED STATES OF AMERICA

LEGATION OF THE  
UNITED STATES OF AMERICA,  
Vientiane, July 6, 1955

No. 2

**EXCELLENCY:**

I have the honor to refer to the request which has been made by the Royal Government of Laos, pursuant to the Economic Cooperation Agreement signed September 9, 1951, for additional direct economic assistance to further the economic cooperation objectives of that Agreement and to promote the effective defense of the Kingdom of Laos. In order to provide a proper basis for such an additional direct aid program, and in the light of recent discussions with certain High Authorities of the Royal Government, I should be pleased if Your Excellency would confirm the acceptability of the following bases of understanding:

TIAS 2344.  
2 UST 2177.

1. Except as may be otherwise agreed, such assistance as may be furnished by the Government of the United States under this program will be furnished pursuant to the terms of the Economic Cooperation Agreement between our two Governments signed at Vientiane September 9, 1951.

2. In accordance with the principle stated in Article III of the Economic Cooperation Agreement, the Royal Government of Laos will provide such detailed information as may be needed by the Government of the United States regarding the operations of the National Bank of Laos, as these operations relate to the use of assistance furnished by the Government of the United States. In addition the Royal Government of Laos will enter into consultation, at the request of the United States, with duly authorized representatives of the Government of the United States to ensure the effectiveness of the measures adopted by the National Bank for the efficient use of funds derived from United States financial assistance.

3. In addition to the deposits in the special account in the National Bank of Laos provided for in Section I, Paragraph 2, of the Annex to the Economic Cooperation Agreement, the Royal Government of Laos will deposit in that account the receipts in Kip resulting from the direct transfer and conversion of such foreign exchange as may be made available by the Government of the United States.

The rate of exchange to be applied in the computation of the Kip receipts for the purposes of the foregoing paragraph and of Section I, Paragraph 2, of the Annex to the Economic Cooperation Agreement shall be the par value accepted by the International Monetary Fund or the rate of exchange recognized by the Fund on the date of deposit, provided that rate is the sole rate applicable to the purchase of foreign exchange to pay for imports into Laos. If such a rate does not exist, the rate used shall be the highest rate of exchange of foreign currency in relation to the Kip applicable to imports into the territory of Laos, to which any juridical person is entitled and which is not illegal at the time of each deposit request made according to the terms of the agreements in force between the two Governments.

The purposes of withdrawal of funds from the special account shall be those specified in Section I, Paragraph 5, of the above-mentioned Annex, which are interpreted to include development of the effective defense of the Kingdom of Laos. The Royal Government of Laos may draw upon balances in the special account upon agreement of the High Contracting Parties, it being understood that all funds used contrary to the terms of the agreement with the Government of the United States shall, on written request, be redeposited in the special account.

Information relating to the use of funds released from the special account will be communicated to the Government of the United

States in accordance with Article III of the Economic Cooperation Agreement. Unless mutually agreed in advance, releases made on the basis of this exchange of notes shall cover only obligations incurred after January 1, 1955.

4. Such foreign exchange as may be made available by the Government of the United States will be used only as may be agreed upon between our two Governments.

Upon receipt of a Note from Your Excellency indicating that the foregoing understandings are acceptable to the Royal Government of Laos, the Government of the United States will consider that the present Note and Your Excellency's reply constitute an agreement between our two Governments, to be effective from January 1, 1955.

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

CHARLES W YOST  
*American Minister*

His Excellency

KATAY D SASORITH,  
*Prime Minister, President of the Council,  
Royal Government of Laos  
at Vientiane.*

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*The Laotian Prime Minister, President of the Council, to the  
American Minister*

ROYAUME DU LAOS  
PRÉSIDENCE DU CONSEIL  
DES MINISTRES

N° 161/CO /PC-PD  
VIENTIANE, le 8 Juillet 1955

EXCELLENCE,

J'ai l'honneur de vous confirmer l'acceptation par le Gouvernement Royal des nouvelles bases d'accord contenues dans votre lettre N° 2 du 6 Juillet 1955, concernant l'utilisation des fonds de l'Aide Américaine pour la défense du Royaume. Ce nouveau texte qui tient compte des réserves formulées par le Gouvernement Royal rencontre son agrément et son entière approbation.

En renouvelant les sincères remerciements pour l'aide généreuse et désintéressée accordée par les Etats-Unis d'Amérique au Laos,

je saisiss cette occasion pour vous renouveler, Excellence, les assurances de ma très haute considération ./



**KATAY D SASORITH**

Son Excellence le MINISTRE DES  
ETATS-UNIS D'AMÉRIQUE AU LAOS  
*Vientiane.*

*Translation*

KINGDOM OF LAOS  
PRESIDENCY OF THE COUNCIL  
OF MINISTERS

No. 161/CO /PC-PD

VIENTIANE, July 8, 1955

**EXCELLENCY:**

I have the honor to confirm to you the acceptance by the Royal Government of the new bases of understanding contained in your letter No. 2 of July 6, 1955, concerning the utilization of American Aid funds for the defense of the Kingdom. This new text which takes into account the reservations formulated by the Royal Government has the latter's consent and entire approval.

In reiterating sincere thanks for the generous and disinterested assistance granted to Laos by the United States of America, I take this occasion to renew, Excellency, the assurances of my highest consideration.

[SEAL]

**KATAY D SASORITH**

His Excellency  
THE MINISTER OF THE  
UNITED STATES OF AMERICA TO LAOS,  
*Vientiane.*

# COSTA RICA

## Radio Communications Between Amateur Stations on Behalf of Third Parties

*Agreement effected by exchange of notes  
Signed at Washington August 13 and October 19, 1956;  
Entered into force October 19, 1956.*

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

DEPARTMENT OF STATE  
WASHINGTON  
*August 13 1956*

SIR:

I refer to the oral request of the Ambassador of Costa Rica on April 13, 1956 for the negotiation of a third party amateur radio agreement between the United States and Costa Rica, which would permit the exchange of third party messages between the radio amateurs of Costa Rica and the radio amateurs of the United States. The United States is agreeable to the negotiation of such an agreement on the following terms:

Amateur radio stations of Costa Rica and of the United States may exchange internationally messages or other communications from or to third parties, provided:

1. No compensation may be directly or indirectly paid on such messages or communications.
2. Such communications shall be limited to conversations or messages of a technical or personal nature for which, by reason of their unimportance, recourse to the public telecommunications service is not justified. To the extent that in the event of disaster, the public telecommunications service is not readily available for expeditious handling of communications relating directly to safety of life or property, such communications may be handled by amateur stations of the respective countries.
3. This agreement shall apply to all the continental and insular territory of Costa Rica and to the United States and its territories and possessions, including Alaska, the Hawaiian Islands,

Puerto Rico, and the Virgin Islands and to the Panama Canal Zone. It shall also be applicable to the case of amateur stations licensed by the United States authorities to United States citizens in other areas of the world in which the United States exercises licensing authority.

4. This arrangement shall be subject to termination by either Government on sixty days notice to the other Government, by further arrangement between the two Governments dealing with the same subject, or by the enactment of legislation in either country inconsistent therewith.

It is suggested that this note together with your reply concurring with the terms herein shall constitute an agreement between our two Governments on this subject.

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

For the Secretary of State:

HENRY F HOLLAND

911.4118/5-546

Sefior Don JORGE HAZERA,  
*Chargé d'Affaires ad interim of  
Costa Rica.*

*The Costa Rican Ambassador to the Secretary of State*

EMBAJADA DE COSTA RICA  
WASHINGTON

7.111/2602

OCTOBER 19, 1956

EXCELLENCY:

I have the honor to refer to Your Excellency's note of August 13, 1956, N° 911.4118/5-546, which was in regard to the request of the Government of Costa Rica for the negotiation of a third party amateur radio agreement between the United States and Costa Rica, which would permit the exchange of third party messages between the radio amateurs of Costa Rica and the radio amateurs of the United States.

The terms outlined in Your Excellency's note, under which the United States would be agreeable to the negotiation of such an agreement, were submitted in due time to the Government of Costa Rica for its consideration, and today I have received a note from my Foreign Office informing that the Costa Rican Government concurs with those terms.

Therefore, and in accordance with the last paragraph of Your Excellency's note, it is understood that as of this date an agreement between our two Governments on this subject is on existence.

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

GONZALO J FACIO

Gonzalo J. Facio

His Excellency

JOHN FOSTER DULLES

*The Secretary of State*

*Washington, D.C.*



# CHINA

## Surplus Agricultural Commodities

*Agreement and exchange of notes*

*Post, p. 3447.*

*Signed at Taipei August 14, 1956;*

*Entered into force August 14, 1956.*

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### AGRICULTURAL COMMODITIES AGREEMENT

BETWEEN

THE UNITED STATES OF AMERICA AND THE REPUBLIC OF CHINA

UNDER TITLE I OF

THE AGRICULTURAL TRADE DEVELOPMENT AND ASSISTANCE ACT

The Government of the United States of America and the Government of the Republic of China,

Recognizing the desirability of expanding trade in agricultural commodities between their two countries and with other friendly nations in a manner which would not displace usual marketings of the United States in these commodities, or unduly disrupt world prices of agricultural commodities;

Considering that the purchase for New Taiwan Dollars of surplus agricultural commodities produced in the United States will assist in achieving such an expansion of trade;

Considering that the New Taiwan Dollars from such purchases will be utilized in a manner beneficial to both countries;

Desiring to set forth the understandings which will govern the sales of surplus agricultural commodities to the Republic of China pursuant to Title I of the Agricultural Trade Development and Assistance Act of 1954, as amended, 68 Stat. 455, 7 U.S.C. §§ 1701-1709, and the measures which the two governments will take individually and collectively in furthering the expansion of trade in such commodities;

Have agreed as follows:

#### ARTICLE I

##### Sales for New Taiwan Dollars

1. Subject to the issuance and acceptance of the purchase authorizations referred to in paragraph 2 of this Article, the Government of the United States of America undertakes to finance on or before August 31, 1956, the sale for New Taiwan Dollars of certain agricultural commodities determined to be surplus

pursuant to the Agricultural Trade Development and Assistance Act of 1954,  
as amended, to the Government of the Republic of China.

2. The United States Government will issue, within the terms of this Agreement, purchase authorizations which shall include provisions relating to the sale and delivery of commodities, the time and circumstances of deposit of the New Taiwan Dollars accruing from such sales and other relevant matters, and which shall be subject to acceptance by the Government of the Republic of China. Certain commodities and amounts with respect to which tentative agreement has been reached by the two governments are listed in paragraph 3 of this Article.

3. The United States Government undertakes to finance the sale to the Republic of China of the following commodities, in the amounts and approximate quantities indicated, during the United States fiscal year 1956, under the terms of Title I of the said Act and of this Agreement:

<u>Commodity</u>	<u>Export Market Value</u> (Millions of United States Dollars)
Cotton (about 30,000 bales)	5.0
Dairy Products (about 5,070 metric tons)	1.5
Tobacco (about 750 metric tons)	1.7
Inedible Tallow (about 4,400 metric tons)	1.0
Ocean Transportation (estimated 50% of cost)	.6
	<u>9.8</u>

#### ARTICLE II

##### Uses of New Taiwan Dollars

1. The two governments agree that the New Taiwan Dollars accruing to the United States of America as a consequence of sales made pursuant to this Agreement will be used by the Government of the United States for the following

<sup>1</sup> Should read "1957."

purposes in the amounts shown:

(a) To help develop new markets for United States agricultural commodities, to finance international educational exchange activities in the Republic of China, and for other United States expenditures in the Republic of China under sub-sections (a), (f), and (h) of Section 104 of the Act, the New Taiwan Dollars equivalent of US\$4.9 million.

(b) To procure military equipment, materials, facilities and services for the common defense in accordance with sub-section (c) of Section 104 of the Act, the New Taiwan Dollar equivalent of US\$4.9 million, subject to supplemental agreement between the two governments.

2. The New Taiwan Dollars accruing under this Agreement shall be expended by the Government of the United States for the purposes stated in paragraph 1 of this Article, in such manner and order of priority as the Government of the United States shall determine.

### ARTICLE III

#### Deposit of New Taiwan Dollars and Rate of Exchange

The deposit of New Taiwan Dollars in payment for the commodities and for ocean freight costs financed by the United States (except excess costs resulting from the requirement that United States flag vessels be used) shall be made at the rate of exchange for United States dollars generally applicable to import transactions (excluding imports granted a preferential rate) in effect

on the date of United States dollar disbursement by United States banks or by the United States as provided in the purchase authorizations.

#### ARTICLE IV

##### General Undertakings

1. The Government of the Republic of China agrees that it will take all possible measures to prevent the resale or transshipment to other countries or use for other than domestic purposes (except where such resale, transshipment or use is specifically approved by the Government of the United States) of surplus agricultural commodities purchased pursuant to the provisions of the Agricultural Trade Development and Assistance Act of 1954, as amended, and to assure that its purchase of such commodities does not result in increased availability of those or like commodities to nations unfriendly to the United States.
2. The two governments agree that they will take reasonable precautions to assure that all sales of surplus agricultural commodities pursuant to the Agricultural Trade Development and Assistance Act of 1954 will not unduly disrupt world prices of agricultural commodities, displace usual marketings of the United States in these commodities, or materially impair trade relations among the countries of the free world.
3. In carrying out this Agreement the two governments will seek to assure conditions of commerce permitting private traders to function effectively and will use their best endeavours to develop and expand continuous market demand for agricultural commodities.

4. The Government of the Republic of China agrees to furnish, upon request of the Government of the United States, information on the progress of the program, particularly with respect to arrivals and condition of commodities and the provisions for the maintenance of usual marketings, and information relating to exports of the same and like commodities.

ARTICLE V

Consultation

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

This Agreement shall enter into force upon signature.

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

Done in duplicate, in the English and Chinese languages, at Taipei, this Fourteenth day of August, 1956, corresponding to the Fourteenth day of the Eighth month of the Forty-Fifth year of the Republic of China.

For the United States of America:

K L RANKIN

[SEAL]

For the Republic of China:

SHEN CHANG-HUAN

[SEAL]

本協定經雙方合法授權代表簽字以昭信守。

一九五六年八月十四日即中華民國四十五年八月十四日訂於台北  
本協定用英文及中文各繪二份。

美利堅合眾國代表：



中華民國代表：



用於非國內之用途一除非美國政府明白核准此項轉售轉運或使用一。中華民國政府並同意採取一切可能措施，保證其購買是項產品不致使與美國不友好之國家取得同樣或類似產品之可能性增加。

(二)雙方政府同意採取合理之預防措施，以保證根據一九五四年農產貿易推進協助法案所為之一切剩餘農產品之出售，不致過份擾亂世界農產品市價，排斥美國對是項農產品之通常交易，或重大損害自由世界各國間之貿易關係。

(三)雙方政府於實施本協定時，應設法保證使私人貿易商得作有效經營之商業環境，並儘力發展及擴充農產品在市場上之繼續需要。

(四)中華民國政府同意於美國政府要求時，供給有關本計劃進度之資料，尤其有關產品到達情形及到達時之狀態暨維持通常交易之各種措施之資料，並供給有關同樣及類似產品輸出情形之資料。

**第五條 磋商**  
雙方政府應依對方之要求，就有關實施本協定或有關根據本協定所作業務措施之任何事項舉行磋商。

本協定自簽字之日起生效。

(一) 中華民國政府同意採取一切可能措施，對根據一九五四年農產貿易推進協助法案及其修正法案之規定所購買之剩餘農產品，防止其轉售或轉運他國，並防止其使

產品價款新台幣之繳存以及海運費美國資助部份（因須使用美籍船舶而引起之運費超額除外）新台幣之繳存，應依購買授權書之規定，按照美國銀行或美國政府付給美金款項當日所適用於一般輸入交易（依優惠匯率之輸入品不在其列）之美金匯率計算。

#### 第四條 一般之承諾

(二) **第三條 新台幣之繳存及匯率**

a f 及 h 項之規定，作為協助發展美國農產品新市場，資助中華民國境內國際教育交換措施及美國政府在中華民國境內其他支出之用。

(b) 以總數相當於四、九〇〇、〇〇〇美元之新台幣，依照兩國政府間另行成立之補充協定，購買合於上述法案第一〇四節c 項規定用為共同防禦之軍事裝備、材料、便利及勞務。

根據本協定所獲得之新台幣，由美國政府依照本條第一款所列各項用途使用之；其使用方式及優先次序由美國政府決定之。

項，該項購買授權書並須經中國政府之接受，若干產品及其價額業經雙方政府暫行成立協議者，於本條第三款表列之。

(三) 美國政府承諾，依上述法案第一章及本協定之規定，於美國一九五六會計年度內，對中華民國資助出售下列各項產品，其價額及大約數量如下：

品名	出口市價（以百萬美元為單位）
棉花（約三〇、〇〇〇包）	五〇
牛乳產品（約五、〇七〇公噸）	一·五
煙草（約七五〇公噸）	一·七
非食用油脂（約四、四〇〇公噸）	一·〇
海運費（以實際運費百分之五十估計之）	〇·六
合計	九·八

## 第二條 新台幣之用途

(一) 雙方政府同意美利堅合衆國因根據本協定出售剩餘農產品而獲得之新台幣，應由美國政府依照下列用途及數額使用之：

(a) 以總數相當於四、九〇〇、〇〇〇美元之新台幣，依據上述法案第一〇四節

美利堅合衆國政府與中華民國政府  
鑒於兩國間及與其他友好國家間之農產品貿易，應循不排斥美國對此項產品之  
通常交易，以及不過份擾亂農產品之世界市價之下，予以擴展；  
鑒於以新台幣購買美國境內所產剩餘農產品之辦法，有助於達到此項擴展貿易  
之目的；

鑒於由此項購買所獲新台幣之使用方式，對兩國均有裨益；  
願就依據一九五四年農產貿易推進協助法案第一章及其修正法案以剩餘農產品  
售與中華民國一事之諒解各點，並就雙方政府為擴展此項產品貿易而個別或共同採  
取之措施，予以規定。

茲議訂條款如下：

#### 第一條 出售農產品換取新台幣

- (一) 美利堅合衆國政府承諾，依本條第二款所指購買授權書之簽發及接受之規定，  
在一九五六年八月卅一日或以前根據一九五四年農產貿易推進協助法案及其修正法  
案，將若干經認定為剩餘之農產品資助出售與中華民國政府換取新台幣。
- (二) 美國政府應在本協定各項規定之範圍內，簽發購買授權書，該項購買授權書應  
載明產品之出售及交貨情形，此項出售所獲新台幣之繳存時間及狀況暨其他有關事

美利堅合衆國與中華民國根據美國農產貿易推進協助法案第一章成立之農產品協定

*The American Ambassador to the Chinese Acting Minister of Foreign Affairs*

THE FOREIGN SERVICE  
OF THE  
UNITED STATES OF AMERICA

AMERICAN EMBASSY,  
*Taipei, August 14, 1956.*

No. 12

Excellency:

I have the honor to refer to the "Agricultural Commodities Agreement Between the United States of America and the Republic of China under Title I of the Agricultural Trade Development and Assistance Act" signed at Taipei on August 14, 1956.

In pursuance of the provisions of Article IV of the Agreement, the Government of the Republic of China is expected to offer assurances that it will fulfill the following conditions in regard to usual marketings and minimum stocks of commodities enumerated in Article I of the Agreement:

(1) The Republic of China will import a minimum of 100,000 bales of United States cotton under financing other than Title I of Public Law 480 in the United States fiscal year 1956 if shipment takes place before September 30, 1956. If shipment takes place after September 30, 1956, the assurance will apply to the fiscal year 1957. Inasmuch as Public Law 480 cotton must not displace the normal consumption of short-staple cotton provided under Section 402 of the Mutual Security Act of 1954, all short-staple cotton furnished under Title I of Public Law 480 will be used for additional stocks and as a pipeline to assure steadier supplies. In view of the effect of the consumption of these stocks in reducing the "usual marketings" in subsequent years, the Chinese Government will assure that increased stock position at least equal to imports under Title I of Public Law 480 will be maintained as long as United States aid funds finance imports to meet consumption requirements.

(2) The Republic of China will purchase a minimum of 900,000 U.S. dollars worth of tobacco as "usual marketings" during 1956.

(3) The Republic of China will purchase 1.0 million U.S. dollars in dairy products as "usual marketings" during 1956.

(4) The Republic of China will purchase 1.4 million U.S. dollars worth of tallow as "usual marketings" during 1956.

(5) If the Republic of China requests extension beyond September 30, 1956, of the shipping date for tobacco, dairy products, and tallow imported under Title I of Public Law 480, the Republic of China will import as "usual marketings" in fiscal year 1957 the

<sup>68 Stat. 455.</sup>  
<sup>7 U.S.C. §§ 1701-1709.</sup>

<sup>68 Stat. 843.</sup>  
<sup>22 U.S.C. § 1922.</sup>

same amounts of tobacco, dairy products, and tallow from the United States as indicated above for the fiscal year 1956.

A written assurance from the Chinese Government of its acceptance of the foregoing undertakings would be appreciated.

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

K. L. RANKIN

His Excellency

SHEN CHANG-HUAN,

*Acting Minister of Foreign Affairs,*

*Republic of China.*

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十  
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於  
台  
北

尼昌煥

美利堅合眾國特命全權大使藍欽閣下

閣下重申最高敬意。此致

本代部長順向

貴大使上述照會所列各項承諾，表示接受。相應覆請一查照。  
本代部長茲代表中華民國對於

等  
由  
。

「(4) 中華民國將於一九五六年內循『通常交易』途徑購買價值一、四〇〇、〇〇〇美元之非食用油脂。

「(5) 如中華民國要求將四八〇號公法第一章下購買之煙草、牛乳產品及油脂之交運日期，延展至一九五六年九月三十日以後，則中華民國將於一九五七會計年度內循『通常交易』途徑向美國購買與上述一九五六會計年度數量相同之煙草、牛乳產品及油脂。

「茲據請中國政府對上列各項承諾予以書面保證為荷。」

增加存量及週轉貨量以資保證平穩供應之用。鑑於此項存量之

消費勢足減少今後數年內之『通常交易』，中國政府保證在美援款項繼續輸入原棉以供消費要求期間，維持至少相等於四八

○號公法第一章下輸入量之原棉增加存量。

「(2) 中華民國將於一九五六年內循『通常交易』途徑購買

價值至少九〇〇、〇〇〇美元之煙草。

「(3) 中華民國將於一九五六年內循『通常交易』途徑購買

價值一、〇〇〇、〇〇〇美元之牛乳產品。

施下列各點：

「(1) 中華民國將於一九五六年會計年度內，在第四八〇號公法第一章資助辦法以外，至少輸入美產原棉一〇〇、〇〇〇包；此點係在此項原棉於一九五六六年九月三十日以前交運時適用之。如交運在一九五六六年九月三十日以後，則此項保證應適用於一九五七會計年度。由於四八〇號公法下所購原棉不得替代一九五四年共同安全法案第四〇二節下所供應短絨原棉之正常消費，所有在四八〇號公法第一章下供應之短絨原棉均應作為

*The Chinese Acting Minister of Foreign Affairs to the American Ambassador*

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照  
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貴大使一九五六年八月十四日第十二號照會內開：

008863

外  
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「案查『美利堅合衆國與中華民國根據美國農產貿易推進

協助法案第一章成立之農產品協定』業於一九五六年八月十四

日在台北簽訂。

「依照該項協定第四條之規定，中華民國政府應提供保證，對於該項協定第一條所列舉產品之通常交易及最低存量，實

*Translation*

No. Wai-45-Mel-1-8863

MINISTRY OF FOREIGN AFFAIRS

Taipei, August 14, 1956

**EXCELLENCY.**

I have the honor to acknowledge the receipt of your Excellency's Note No. 12 of today's date, which reads as follows:

[For the English language text of the note, see *ante*, p. 2855.]

In reply I have the honor to signify on behalf of the Government of the Republic of China the acceptance of the undertakings set forth in your note under reference.

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

SHEN CHANG-HUAN

His Excellency

KARL L. RANKIN

*Ambassador Extraordinary and Plenipotentiary  
of the United States of America  
to the Republic of China  
Taipei*

# KOREA

## Surplus Agricultural Commodities

*Agreement amending the agreement of March 13, 1956,  
as amended.*

*Effectuated by exchange of notes*

*Signed at Seoul October 10 and 15, 1956;*

*Entered into force October 15, 1956;*

*Operative retroactively March 13, 1956.*

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*The American Ambassador to the Korean Minister of Reconstruction*

THE FOREIGN SERVICE  
OF THE  
UNITED STATES OF AMERICA

No. 138

AMERICAN EMBASSY,  
Seoul, October 10, 1956.

SIR:

I have the honor to refer to the Agricultural Commodities Agreement entered into by our two Governments on March 13, 1956, and to our note of July 25, 1956, [1] with reference to date for financing certain agricultural commodities.

TIAS 3516.  
*Ante*, p. 379.

I have the honor to refer also to the discussions between representatives of our two Governments relating to issuance of purchase authorizations for financing of canned pork and cotton under the provisions of the Agreement.

I have the honor to propose that the Agreement of March 13, 1956, be further amended by changing the date in paragraph 1 of Article 1 of the Agreement to read June 30, 1957.

If you concur in the foregoing, this note and Your Excellency's reply thereto will constitute an agreement between our two Governments effective March 13, 1956, in the manner provided for herein.

WALTER DOWLING

His Excellency

HYUN CHUL KIM,

*Minister of Reconstruction for the Republic of Korea.*

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<sup>1</sup> Reply note dated July 27, 1956. TIAS 3651, *ante*, p. 2569.

*The Korean Minister of Reconstruction to the American Ambassador*

MINISTRY OF RECONSTRUCTION  
REPUBLIC OF KOREA  
Seoul, Korea

OCTOBER 15, 1956

SIR:

I have the honor to acknowledge receipt of your letter, No. 138, of October 10, 1956, and refer to my note of July 27, 1956, concerning an amendment to the Agricultural Commodities Agreement entered into by our two Governments on March 13, 1956.

I have the honor to accept your proposal that the date for financing agricultural commodities be further amended by changing the date in paragraph 1, Article 1, of the Agreement to read June 30, 1957. I also have the honor to refer to the discussions between representatives of our two Governments relating to issuance of purchase authorizations and give assurance for financing of pork and cotton under the provisions of the Agreement.

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

HYUN CHUL KIM  
Hyun Chul Kim  
*Minister of Reconstruction*

His Excellency

WALTER C DOWLING  
*American Ambassador*

# CANADA

## Relocation of Roosevelt Bridge

*Agreement effected by exchange of notes  
Signed at Washington October 24, 1956;  
Entered into force October 24, 1956.*

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*The Canadian Ambassador to the Secretary of State*

No. 703

I have the honour to refer to Note 127 of November 16, 1955, [¹] from the United States Ambassador in Ottawa to the Secretary of State for External Affairs, to his reply, Note X-263, of November 17, 1955, [²] and to recent discussions between officials of the St. Lawrence Seaway Authority of Canada and the Saint Lawrence Seaway Development Corporation of the United States regarding the relocation of that part of the Roosevelt Bridge which crosses the Cornwall south channel.

Since the New York Central Railroad has decided to abandon its railway line from the mainland of the United States to Cornwall, Ontario, I have the honour to propose the following, which has been agreed to between the St. Lawrence Seaway Authority and the Saint Lawrence Seaway Development Corporation:

1. The existing south span of the Roosevelt Bridge shall be replaced by a high-level highway bridge over the south channel instead of by a bridge at Polly's Gut as previously agreed.
2. The St. Lawrence Seaway Authority and the Saint Lawrence Seaway Development Corporation shall be jointly responsible
  - (a) for the plans and the construction of the new bridge, the cost of which shall be shared by each entity in proportion to the work for which it is responsible, it being understood that the St. Lawrence Seaway Authority shall be responsible for the construction of the sub-structure and the Saint Lawrence Seaway Development Corporation shall be responsible for the construction of the superstructure;
  - (b) for the operation and maintenance of the new bridge.

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<sup>1</sup> Not printed.

3. The St. Lawrence Seaway Authority and the Saint Lawrence Seaway Development Corporation shall each have the responsibility in the territories of their respective countries

- (a) for the relocation and construction of related facilities including highway approaches to the new bridge and for meeting all requirements and procedures arising from the relocations, although they may do so jointly if they desire;
- (b) for ensuring that provision is made for the maintenance of the relocated facilities.

4. The Saint Lawrence Seaway Development Corporation shall be responsible for the dismantling of the existing south span of the Roosevelt Bridge.

5. Contracts for the construction of the new bridge shall be shared between Canadian and United States contractors, by agreement between the two Seaway entities.

I have the honour to propose further that waivers of customs and immigration regulations shall be granted on a reciprocal basis by both Governments to facilitate the construction of the new bridge and the dismantling of the existing south span of the Roosevelt Bridge.

If the foregoing proposals are acceptable to your Government, I have the honour to suggest, upon instructions from my Government, that this Note and your reply shall constitute an agreement between our two Governments.

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

A. D. P. HEENEY.

WASHINGTON, D.C.

*October 24, 1956.*

*The Secretary of State to the Canadian Ambassador*

DEPARTMENT OF STATE

WASHINGTON

*October 24, 1956*

EXCELLENCY:

I have the honor to refer to your note No. 703 of October 24, 1956, concerning the relocation of that part of the Roosevelt Bridge which crosses the Cornwall south channel.

The proposals included therein are acceptable to the Government of the United States, and it is understood that your note and this reply shall constitute an agreement between our two Governments.

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

For the Secretary of State:

JACOB D. BEAM

The Honorable

A. D. P. HEENEY,  
*Ambassador of Canada.*



# INDIA

## Emergency Flood Relief Assistance

*Agreement effected by exchange of notes  
Signed at New Delhi September 27, 1956;  
Entered into force September 27, 1956.*

*The American Charge d'Affaires ad interim to the Indian Secretary  
of the Ministry for Health*

THE FOREIGN SERVICE  
OF THE  
UNITED STATES OF AMERICA

AMERICAN EMBASSY,  
NEW DELHI, INDIA,  
*September 27, 1956*

MY DEAR MR. PILLAI:

On behalf of the Government of the United States of America, I convey the sympathy of the people of the United States to the Indian people who have been the victims of the floods and other recent disasters in India.

To the end of assisting in the vigorous relief efforts being made by your Government and the numerous voluntary agencies to aid the flood victims, the Government of the United States of America is prepared to furnish emergency assistance as requested by your Ministry, in accordance with the applicable laws and procedures of the United States.

The Government of the United States proposes that the emergency assistance be provided pursuant to the provisions of such separate written agreements or understandings as may be later reached by the duly designated representative of the Government of India and by the Director of the Technical Cooperation Mission to India of the International Cooperation Administration

as the designated representative of the Government of the United States.

Sincerely yours,

FREDERIC P. BARTLETT  
*Charge d'Affaires, a.i.*

Mr. V. K. B. PILLAI,  
*Secretary,*  
*Ministry for Health,*  
*New Delhi.*

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*The Indian Secretary of the Ministry for Health to the American  
Chargé d'Affaires ad interim*

SECRETARY,  
MINISTRY OF HEALTH,  
INDIA.  
*New Delhi, September 27, 1956.*

DEAR MR. BARTLETT:

I thank you on behalf of the Government and the people of India for the offer of the emergency flood relief assistance by the Government of the United States communicated in your note of 27th September, 1956.

2. The Government of India agrees that the emergency assistance should be utilised in accordance with the provisions of such separate written agreements or understandings as may be reached between the designated representatives of the two Governments. The designated representative of the Government of India will be Shri A. C. Bose, Joint Secretary, Ministry of Finance.

Yours sincerely,

V K B PILLAI  
(V. K. B. Pillai)

FREDERIC P. BARTLETT Esq.,  
*Charge d'Affaires,*  
*Embassy of the United States of America,*  
*New Delhi.*

# **CEYLON**

## **Parcel Post**

*Agreement and detailed regulations*

*Signed at Colombo July 18, 1955, and at Washington November 25, 1955;*

*Approved and ratified by the President of the United States of America*

*April 18, 1956;*

*Entered into force July 1, 1956.*

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# **PARCEL POST AGREEMENT**

## **BETWEEN**

**THE POST OFFICE DEPARTMENT OF THE**

**UNITED STATES OF AMERICA**

## **AND**

**THE POST OFFICE OF**

**CEYLON.**

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AGREEMENT.

Agreement for the exchange of parcels by  
Parcel Post between the Post Office Department  
of the United States of America (including  
Alaska, Puerto Rico, Virgin Islands,  
Guam, Samoa and Hawaii) and the  
Post Office of Ceylon.

In order to establish an exchange of postal parcels between the United States of America and Ceylon, the undersigned, duly authorised for that purpose, have agreed upon the following Articles:-

ARTICLE 1.*Limits of Weight and size.*

1. A parcel for the United States of America posted in Ceylon shall not exceed 22 lbs. in weight, 3 feet 6 inches in length or 6 feet in length and girth combined, and a parcel for Ceylon posted in the United States of America shall not exceed 22 lbs. in weight nor the following dimensions:-

Greatest length 4 feet (122 centimeters), on condition that parcels over 42 inches (107 centimeters) but not over 44 inches (112 centimeters) long, do not exceed 24 inches (61 centimeters) in girth; that parcels over 44 inches (112 centimeters) but not over 46 inches (117 centimeters) long, do not exceed 20 inches (51 centimeters) but not over 48 inches (122 centimeters) long, do not exceed 16 inches (41 centimeters) in girth; and that parcels up to 3½ feet (107 centimeters) in length, do not exceed 6 feet (183 centimeters) in length and girth combined.

2. As regards the exact calculation of the weight and dimensions of a parcel, the view of the despatching office shall (except in a case of obvious error) be accepted.

ARTICLE 2.*Transit 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 contracting Administration.

2. Each Postal Administration shall inform the other to which countries parcels may be sent through it as intermediary, and the amount of the charges due it therefor, as well as other conditions.
3. To be accepted for onward transmission, parcels sent by one of the contracting Administrations through the service of the other Administration must comply with the conditions prescribed from time to time by the intermediate Administration.

#### ARTICLE 3.

##### *Prepayment of Postage—Rates.*

1. The prepayment of the postage on a parcel shall be compulsory, except in the case of a redirected or returned parcel.
2. The postage shall be made up of the sums accruing to each Administration taking part in the conveyance by land or sea.

#### ARTICLE 4.

##### *Territorial Rate.*

1. For parcels despatched from one of the two countries for delivery in the other, the territorial rate of the United States of America shall be 70 centimes (gold) or .70 gold francs per kilogram and the territorial rate of Ceylon shall be 80 centimes (gold) or .80 francs per kilogram.
2. Each of the two Administrations may vary its territorial rates by mutual agreement in accordance with any alterations of these charges which may be decided upon in connection with its parcel post relations with other countries generally.
3. Three months advance notice must be given of any increase or reduction of the rates mentioned in the foregoing sections of this Article. Such reductions or increase shall be effective for a period of not less than one year.

#### ARTICLE 5.

##### *Sea Rate.*

Each of the two Postal Administrations shall be entitled to fix the rate for any sea service which it provides.

ARTICLE 6.*Fee for clearance through the Customs.*

Each of the two Administrations may collect, in respect of delivery to the customs and clearance through the customs such fee as it may from time to time fix for similar services in its parcel post relations with other countries generally.

ARTICLE 7.*Customs and other non-postal charges.*

Customs charges and all other non-postal charges shall be paid by the addressees of parcels, except as provided otherwise in this Agreement and Detailed Regulations.

ARTICLE 8.*Warehousing Charges.*

For parcels which are addressed "poste restante" or which are not claimed at the office of destination within the prescribed period of free detention, the country of destination is authorised to collect the warehousing charge fixed by its legislation. In the case of undelivered parcels, accrued warehousing charges if any shall be claimed from the Administration of origin. This charge may in no case exceed 5 gold francs.

ARTICLE 9.*Prohibitions.*

1. Postal parcels must not contain any letter, note or document having the character of an actual personal correspondence, nor any object bearing an address other than that of the addressee of the parcel or of persons living with him.
2. It is also forbidden to enclose in a postal parcel–
  - (a) articles which from their nature or packing may be a source of danger to the officers of the Post Office or may soil or damage other parcels;
  - (b) explosive, inflammable, or dangerous substances (including loaded metal caps, live cartridges and matches);
  - (c) live animals (except bees which must be enclosed in boxes so constructed as to avoid all danger to postal officers and to allow the contents to be ascertained);
  - (d) articles the admission of which is forbidden by law or by the Customs or other regulations;

(e) articles of an obscene or immoral nature.

It is moreover forbidden to send coin, bank notes, currency notes or any kind of securities payable to bearer, platinum, gold or silver, whether manufactured, or unmanufactured, precious stones, jewels or other precious articles in uninsured parcels.

If a parcel which contains coin, bank notes, currency notes, or any kind of securities payable to bearer; platinum, gold or silver (whether manufactured or unmanufactured); precious stones, jewelry or other precious articles is sent uninsured, it shall be placed under insurance by the country of destination and treated accordingly.

3. A parcel which has been wrongly admitted to the post shall be returned to the country of origin, unless the Administration of the country of destination is authorised by its legislation to dispose of it otherwise. Nevertheless, the fact that a parcel contains a letter or communications which constitute an actual and personal correspondence shall not, in any case entail the return of the parcel to the country of origin. The letter is, however, marked for the collection of postage due from the addressee at the regular rate.
4. Explosive, inflammable or dangerous substances and articles of an obscene or immoral nature shall not be returned to the country of origin; they shall be disposed of by the Administration which has found them in the mails in accordance with its own internal regulations.
5. If a parcel wrongly admitted to the post is neither returned to origin nor delivered to the addressee, the Administration of the country of origin shall be informed in a precise manner of the treatment accorded to the parcel in order that it may take such steps as are necessary.

#### ARTICLE 10.

##### *Advice of delivery.*

The sender may obtain an advice of delivery for an insured parcel under the conditions prescribed for correspondence by the Convention of the Universal Postal Union, and at a rate to be fixed by the Administration of origin.

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4 UST 1118..

#### ARTICLE 11.

##### *Redirection*

1. A parcel may be redirected in consequence of the addressee's change of address in the country of destination. The Admin-

istration of the country of destination may collect the redirection charge prescribed by its internal regulations. Similarly, a parcel may be redirected from one of the two countries to another country provided that the parcel complies with the conditions required for its further conveyance and provided as a rule that the extra postage is prepaid at the time of redirection or documentary evidence is produced that the addressee will pay it.

2. Additional charges levied in respect of redirection and not paid by the addressee or his representative shall not be cancelled in case of further redirection or of return to origin, but shall be collected from the addressee or from the sender as the case may be, without prejudice to the payment of any special charges incurred which the country of destination does not agree to cancel.

#### ARTICLE 12.

##### *MisSENT PARCELS.*

Parcels received out of course, or wrongly allowed to be despatched, shall be retransmitted or returned in accordance with the provisions of Article 1, Section 2 and Article 15, Sections 1 and 2 of the Detailed Regulations.

#### ARTICLE 13.

##### *NON-DELIVERY.*

1. The sender may request at the time of posting that, if the parcel cannot be delivered as addressed, it may be either (a) treated as abandoned, or (b) tendered for delivery at a second address in the country of destination. No other alternative is admissible. If the sender avails himself of this facility, his request must appear on the cover of the parcel, 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 . . . . .". The same request must also appear on the customs declaration or on the despatch note.
2. In the absence of a request by the sender to the contrary, a parcel which cannot be delivered shall be returned to the sender without previous notification and at his expense after retention for the period prescribed by the regulations of the Administration of the country of destination.  
Nevertheless a parcel which is definitely refused by the addressee shall be returned immediately.

3. The charges due on returned undelivered parcels shall be recovered in accordance with the provisions of Article 28.

#### ARTICLE 14.

##### *Cancellation of Customs charges.*

The customs charges on parcels which are returned to the country of origin, abandoned by the senders, redirected to a third country or destroyed shall be cancelled both in Ceylon and in the United States of America.

#### ARTICLE 15.

##### *Sale—Destruction.*

Articles of which the early deterioration or corruption is to be expected and these only, may be sold immediately, even when in transit on the outward or return journey, without previous notice or judicial formality. If for any reason a sale is impossible, the spoiled or putrid articles shall be destroyed.

#### ARTICLE 16.

##### *Abandoned Parcels.*

Parcels which cannot be delivered to the addressees and which the senders have abandoned shall not be returned by the Post Office of the country of destination, but shall be treated in accordance with its legislation.

No claim shall be made by the Administration of destination against the Administration of origin in respect of such parcels.

#### ARTICLE 17.

##### *Inquiries.*

1. A fee, as for advice of delivery, may be charged for every inquiry concerning a parcel.  
No fee shall be charged if the sender has already paid the special fee for an advice of delivery.
2. Inquiries shall be admitted only within the period of one year from the day following the date of posting.
3. When an inquiry is the outcome of an irregularity in the postal service, the inquiry fee shall be refunded.

ARTICLE 18.*Insured Parcels—Rates and conditions.*

1. Parcels may be insured up to the limit of 500 gold francs or the equivalent of that amount in the currency of the country of mailing.
2. Each Administration shall have the right to fix its own scale of fees for insurance fixed by its legislation.
3. The Administration of origin shall have the right to collect from the sender of an insured parcel a despatch fee in addition.
4. A receipt must be given free of charge at the time of posting to the sender of an insured parcel.

ARTICLE 19.*Fraudulent Insurance.*

The insured value may not exceed the actual value of the contents of the parcel, but it is permitted to insure only part of this value.

The fraudulent insurance of a parcel for a sum exceeding the actual value shall be subject to any legal proceedings which may be admitted by the laws of the country of origin.

ARTICLE 20.*Responsibility for loss or damage.*

1. Except in the cases mentioned in the following Article the two Administrations shall be responsible for the loss of insured parcels only and for the loss, damage or abstraction of their contents or of a part thereof. The sender or other rightful claimant is entitled under this head to compensation corresponding to the actual amount of the loss, damage or abstraction, but not exceeding the amount for which the parcel was insured. Compensation is paid to the addressee if he proves that the sender has waived his rights in his favour.
2. In calculating the amount of compensation indirect loss or loss of profits shall not be taken into consideration.
3. Compensation shall be calculated on the current price of goods of the same nature at the place and time at which the goods were accepted for transmission.
4. Where compensation is due for the loss, destruction or complete damage of a parcel or for the abstraction of the whole of the contents, the sender is entitled to the return of the postage also.

- In the case of parcels mailed in the United States of America, the postage is returned only if claimed.
5. In all cases the insurance fee shall be retained by the Postal Administration concerned.
  6. When an insured parcel originating in one country and destined to be delivered in the other country is re-forwarded from there to a third country, or is returned to a third country, at the request of the sender or of the addressee, the party entitled to the indemnity in case of loss, rifling, or damage occurring subsequent to the reforwarding or return of the parcel by the original country of destination can lay claim in such case only to the indemnity which the country where the loss, rifling or damage occurred consents to pay, or which that country is obliged to pay in accordance with the agreement made between the countries directly interested in the reforwarding or return. Either of the two countries signing the present Agreement which wrongly forwards an insured parcel to a third country is responsible to the sender to the same extent as the country of origin, that is, within the limits of the present Agreement.
  7. In the absence of special agreement to the contrary between the countries involved, which agreement may be made by correspondence, no indemnity will be paid by either country for the loss of transit insured parcels, that is, parcels originating in a country not participating in this Agreement and destined for one of the two contracting countries, or parcels originating in one of the two contracting countries, and destined for a country not participating in this Agreement.

#### ARTICLE 21.

##### *Exceptions to the Principle of Responsibility.*

The two Administrations shall be relieved of all responsibility:-

1. (a) in cases beyond control (force majeure);  
(b) when, their responsibility not having been proved otherwise, they are unable to account for parcels in consequence of the destruction of official documents through a cause beyond control (force majeure);  
(c) when the damage has been caused by the fault or negligence of the sender, or when it arises from the nature of the article;  
(d) for parcels of which the contents fall under the ban of one of the prohibitions mentioned in Article 9;

- (e) for parcels which have been fraudulently insured for a sum exceeding the actual value of the contents;
  - (f) for parcels seized by the Customs because of the false declaration of contents;
  - (g) in respect of parcels regarding which the sender has not made inquiry within the period prescribed by Article 17;
  - (h) in respect of any parcels containing precious stones, jewellery or any articles of gold, silver or platinum or any other precious object not packed in the manner laid down in Article 6, Section 4, of the Detailed Regulations.
  - (i) in respect of parcels which contain matter of no intrinsic value or perishable matter, or which did not conform to the stipulations of this Agreement, or which were not posted in the manner prescribed; but the country responsible for the loss, rifling, or damage may pay indemnity for such parcels without recourse to the other Administration.
2. The responsibility of properly enclosing, packing and sealing insured parcels rests upon the sender, and the Postal Service of neither country will assume liability for loss, rifling or damage arising from defects which may not be observed at the time of posting.

ARTICLE 22.

*Termination of Responsibility.*

1. The two Administrations shall cease to be responsible for parcels which have been delivered in accordance with their internal regulations and of which the addressees or their agents have accepted delivery without reservation.
2. Responsibility is, however, maintained when the addressee or, in the case of return, the sender makes reservations in taking delivery of a parcel the contents of which have been abstracted or damaged.

ARTICLE 23.

*Payment of Compensation.*

The payment of compensation shall be undertaken by the Administration of the country of origin except in the cases indicated in Article 20, Section 1, third sub-paragraph where payment is made by the Postal Administration of the country of destination. The paying office retains the right to make a claim against the Administration responsible.

ARTICLE 24.*Period for Payment of Compensation.*

1. Compensation shall be paid as soon as possible and, at the latest, within one year from the day following the date of the inquiry.
2. The Administration of the country of origin or of destination, as the case may be, is authorised to pay compensation to the person entitled to receive it on behalf of the administration concerned which, after being duly informed of the application, has let nine months pass without giving a decision in the matter.
3. The Administration responsible for making payment may, exceptionally, postpone it beyond the period of one year when a decision has not yet been reached on the question whether the loss, damage or abstraction is due to a cause beyond control.

ARTICLE 25.*Incidence of Cost of Compensation.*

1. Until the contrary is proved, responsibility shall rest with the Administration which, having received the parcel from the other Administration without making any reservation and having been furnished with all the particulars for investigation prescribed by the regulations, cannot establish either proper delivery to the addressee or his agent, or other proper disposal of the parcel.
2. If in the case of a parcel despatched from one of the two countries for delivery in the other, the loss, or damage or abstraction has occurred in course of conveyance without its being possible to prove in the service of which country the irregularity took place, the two Administrations shall bear in equal shares the amount of compensation.
3. When the loss, rifling, or damage of an insured parcel is detected upon opening the receptacle at the receiving exchange office and after it has been regularly pointed out to the despatching exchange office, the responsibility falls on the Administration to which the latter office belongs, unless it be proved that the irregularity occurred in the service of the receiving Administration.
4. By paying compensation the Administration concerned takes over, to the extent of the amount paid, the rights of the person

who has received compensation in any action which may be taken against the addressee, the sender or a third party.

If a parcel which has been regarded as lost is subsequently found, in whole or in part, the person to whom the compensation has been paid shall be informed that he is at liberty to take possession of the parcel against repayment of the amount paid as compensation.

#### ARTICLE 26.

##### *Repayment of the compensation to the Administration of the country of origin.*

The Administration responsible or on whose account the payment is made in accordance with Article 23 is bound to repay the amount of the compensation within a period of six months after notification of payment. The amount shall be recovered from the country responsible through the accounts provided for in Article 21 of the Detailed Regulations.

The Administration of which the responsibility is duly proved and which has originally declined to pay compensation is bound to bear all the additional charges resulting from the unwarranted delay in payment.

#### ARTICLE 27.

##### *Credits for Conveyance.*

For each parcel despatched from one of the two countries for delivery in the other, the despatching Administration shall allow to the Administration of destination the rates which accrue to it by virtue of the provisions of Articles 4, 5 and 31. For each parcel despatched from one of the two countries in transit through the other, the despatching Administration shall allow to the other Administration the amount required for the conveyance and insurance of the parcel.

#### ARTICLE 28.

##### *Claims in case of Redirection or Return.*

In case of the redirection or of the return of a parcel from one country to the other, the retransmitting Administration shall claim from the other the charges due to it and to any other Administration taking part in the redirection or return. The claim shall be made on the Parcel Bill relating to the mail in which the parcel is forwarded.

ARTICLE 29.*Charge for Redirection in the Country of Destination.*

In case of redirection to another country or of return to the country of origin, the redirection charge prescribed by Article 11, Section 2, shall accrue to the country which redirected the parcel within its own territory.

ARTICLE 30.*Miscellaneous Fees.*

1. The following fees shall be retained in full by the Administration which has collected them:
  - (a) the fee for Advice of Delivery referred to in Article 10;
  - (b) the inquiry fee referred to in Article 17, section 1.
2. The fee for delivery to the Customs and clearance through the Customs referred to in Article 6 and the warehousing charges referred to in Article 8 shall be retained by the Administration of the country of destination.

ARTICLE 31.*Insurance Fee.*

1. In respect of insured parcels the Administration of the country of origin shall allow to the Administration of the country of destination as an insurance credit 5 centimes gold for each 300 gold francs or fraction thereof of insured value or its equivalent in the currency of the country of mailing.
2. In the case of parcels originating in the United States, one rate of insurance shall be equal to \$98.00 or fraction thereof of the insured value of each parcel and on parcels originating in Ceylon one rate shall be equal to Rs. 467/-

ARTICLE 32.*Miscellaneous Provisions.*

1. Parcels shall not be subjected to any postal charges other than those contemplated in this Agreement except by mutual consent of the two Administrations.
2. In extraordinary circumstances either Administration may temporarily suspend the parcel post, either entirely or partially, on conditions of giving immediate notice, if necessary by telegraph, to the other Administration.

3. The two Administrations have drawn up the following Detailed Regulations for ensuring the execution of the present Agreement. Further, matters of detail, not inconsistent with the general provisions of this Agreement and not provided for in the Detailed Regulations may be arranged from time to time by mutual consent.
4. The internal legislation of the United States of America and Ceylon shall remain applicable as regards everything not provided for by the stipulations contained in the present agreement and in the Detailed Regulations for their execution.
5. The francs and centimes mentioned in this Agreement are gold francs as defined in the Universal Postal Union Convention.

ARTICLE 33.

*Duration.*

The present Agreement will have effect from the first day of July, 1956 and govern the exchange of insured and uninsured postal parcels until they are modified by mutual consent of the parties, or until one year after the date on which one of the parties shall have notified the other of its intention to terminate it.

Executed in duplicate and signed  
at Washington, the 25th day of November, 1955 and at Colombo,  
the eighteenth day of July, 1955.

MAURICE H. STANS

*The Acting Postmaster General of  
the United States of America.*

S. NATESAN

*The Minister of Posts and  
Broadcasting,  
Colombo, Ceylon.*

[SEAL]

The foregoing Agreement between the United States of America and Ceylon 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, April 18, 1956.

Detailed Regulations for the Execution  
of the Parcel Post Agreement between  
the United States of America and Ceylon.

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ARTICLE 1.

*Circulation.*

1. Each Administration shall forward by the routes and means which it uses for its own parcels, parcels delivered to it by the other Administration for conveyance in transit through its territory.
2. Missent parcels shall be retransmitted to their proper destination by the most direct route at the disposal of the Administration retransmitting them. Insured parcels, when missent, may not be reforwarded to their destination except as insured mail. If this is impossible, they must be returned to origin.

ARTICLE 2.

*Method of Transmission—Provision of bags.*

1. The exchange of parcels between the two countries shall be effected by the offices appointed by agreement between the two Administrations.
2. Parcels shall be exchanged between the two countries in bags duly fastened and sealed.  
In the absence of any agreement to the contrary, the transmission of parcels sent by one of the two contracting countries in transit through the other shall be effected "à découvert."
3. A label showing the office of exchange of origin and the office of exchange of destination shall be attached to the neck of each bag, the number of parcels contained in the bag being indicated on the back of the label.
4. The bag containing the parcel bill and other documents shall be distinctively labelled.
5. Insured parcels shall be forwarded in separate bags. The neck label attached to any bag containing one or more insured

parcels shall be marked with any distinctive symbol that may from time to time be agreed upon by the two Administrations.

6. The weight of any bag of parcels shall not exceed 80 pounds avoirdupois.
7. The Postal Administrations of Ceylon and of the United States of America shall provide the respective bags necessary for the despatch of their parcels and each bag shall be marked to show the name of the office or country to which it belongs.
8. Bags must be returned empty by the next mail to the country to which the bags belong. The bags shall be made up in bundles of ten (nine bags enclosed in one) and despatched as separate mail addressed to such office of exchange as the Administration of origin shall appoint. The number of bags so forwarded shall be advised on a parcel bill, which shall be separate from that used for advising the parcels themselves and shall be numbered in a separate annual series. Each Administration shall be required to make good the value of any bags which it fails to return.

#### ARTICLE 3.

##### *Information to be furnished.*

1. Each Administration shall communicate to the other Administration all necessary information on points of detail in connection with the exchange of parcels between the two Administrations and also:
  - (a) The names of the countries to which it can forward parcels handed over to it.
  - (b) The total amount to be credited to it by the other Administration for each destination.
  - (c) Any other necessary information.
2. Each Administration shall make known to the other the names of the countries to which it intends to send parcels in transit through the other.

#### ARTICLE 4.

##### *Fixing of Equivalents.*

In fixing the charges for parcels, each of the two Administrations shall be at liberty to adopt such approximate equivalents as may be convenient in its own currency.

ARTICLE 5.*Make up of Parcels.*

Every parcel shall:-

- (a) bear the exact address of the addressee in Roman characters. Addresses in pencil shall not be allowed provided that parcels bearing addresses written with copying-ink pencil on a surface previously damped shall be accepted. The address shall be written on the parcel itself or on a label so firmly attached to it that it cannot become detached. It is advisable to enclose in a parcel a copy of the address together with a note of the sender's address.
- (b) be packed in a manner adequate for the length of the journey and for the protection of the contents. Articles liable to injure officers of the Post Office or to damage other parcels shall be so packed as to prevent any risk.
- (c) have sufficient space to take necessary service instructions as well as stamps and labels.

ARTICLE 6.*Special Packing.*

1. Liquids and substances which easily liquefy shall be packed in two receptacles. Between the first receptacle (bottle, flask, pot, box, etc) and the second (box of metal or of stout wood, or strong fiberboard 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 the case of breakage.
2. Dry coloring powders such as aniline blue, etc., shall be admitted only if enclosed in stout metal boxes placed inside wooden boxes with sawdust between the two receptacles. Dry non-coloring powders must be placed in boxes of metal, wood or cardboard; these boxes must themselves be enclosed in a cover of linen or parchment.
3. Parcels containing films, as well as the despatch notes relating to them, must have affixed a caution label with the notation in black letters "keep away from fire, heat and open flame lights" or a similar notation.
4. Every parcel containing precious stones, jewelry, articles of gold or silver, platinum or any other precious object shall be packed in a strong case of wood or metal with an outer covering of cloth or stout paper.

ARTICLE 7.*Customs Declarations and Despatch Notes.*

1. Each parcel sent from either country must be accompanied by a customs declaration; also in the case of parcels sent to Ceylon, by a despatch note. The customs declarations and despatch notes must be firmly attached to the parcels to which they relate.
2. The two Administrations accept no responsibility in respect of the accuracy of customs declarations.

ARTICLE 8.*Advice of Delivery.*

1. Insured parcels of which the senders ask for an advice of delivery shall be very prominently marked "Advice of Delivery" or "A.R".
2. Such parcels shall be accompanied by a form similar to that annexed to the Detailed Regulations of the Postal Union Convention. This advice of delivery form shall be prepared by the office of origin or by any other office appointed by the Administration of the country of origin, and it shall be firmly attached to the parcel to which it relates. If it does not reach the office of destination, that office of destination shall make out officially a new advice of delivery form.
3. The office of destination, after having duly filled out the form, shall return it by ordinary post unenclosed and free of postage to the address of the sender of the parcel.
4. When the sender makes inquiry concerning an advice of delivery which has not been returned to him after a reasonable interval, action shall be taken in accordance with the rules laid down in Article 9 following. In that case a second fee shall not be charged, and the office of origin shall enter at the top of the form the words "Duplicate advice of delivery".

ARTICLE 9.*Advice of Delivery applied for after Posting.*

When the sender applies for an advice of delivery after a parcel has been posted, the office of origin shall fill out an advice of delivery form and shall attach it to a form of inquiry to which postage stamps representing appropriate fee have been affixed. The form of inquiry accompanied by the advice of delivery form shall be treated according to the provisions of Article 18 below,

with the single exception that, in the case of the due delivery of the parcel, the office of destination shall withdraw the form of inquiry and shall return the advice of delivery form to the office of origin in the manner prescribed in paragraph 3 of the preceding Article.

#### ARTICLE 10.

##### *Indication of Insured Value.*

Every insured parcel and its relative customs declaration shall bear an indication of the insured value in the currency of the country of origin; the indication on the customs declaration shall be without erasure or correction, even if certified. The indication on the parcel shall be both in words and in figures. The amount of the insured value shall be converted into gold francs by the Administration of origin. The result of the conversion shall be indicated distinctly by new figures placed beside or below those representing the amount of the insured value in the currency of the country of origin.

#### ARTICLE 11.

##### *Insurance, Labels, etc.*

1. Every insured parcel and its despatch note as well shall bear on the address side an insurance number and a small red label with the words "Insured" or "Valeur déclarée" in large letters, or these words shall be marked or stamped on the parcel and the despatch note.
2. The wax or other seals, the labels of whatever kind and any postage stamps affixed to insured parcels shall be so spaced that they cannot conceal injuries to the cover. Moreover, the labels and postage stamps, if any, shall not be folded over two sides of the cover so as to hide the edge.

#### ARTICLE 12.

##### *Sealing of Insured Parcels.*

1. Ordinary parcels may be sealed at the option of the senders, or careful tying is sufficient as a mode of closing.
2. Every insured parcel shall be sealed by means of wax or lead or other seals, the seals being sufficient in number to render it impossible to tamper with the contents without leaving an obvious trace of violation. Either Administration may require a special design or mark of the sender on the sealing of insured parcels mailed in its service, as a means of protection.

3. The Customs Administration of the country of destination is authorised to open the parcels. To that end, the seals or other fastenings may be broken. Parcels opened by the Customs must be refastened and also officially resealed.

#### ARTICLE 13.

##### *Indication of Weight of Insured Parcels.*

The exact weight in pounds and ounces of each insured parcel shall be entered by the Administration of origin:—

- (a) on the address side of the parcel;
- (b) on the Despatch note, in the place reserved for the purpose. The Despatch Note shall be impressed by the office of posting with the stamp showing the place and date of posting.

#### ARTICLE 14.

##### *Serial Number and Place of Posting.*

Each parcel and its despatch note as well, in the case of parcels mailed to Ceylon, shall bear a serial number (insurance number) and the name of the office and date of posting. An office of posting shall not use two or more series of numbers at the same time, unless each series is provided with a distinctive mark.

#### ARTICLE 15.

##### *Retransmission.*

1. The Administrations retransmitting a missent parcel shall not levy Customs or other non-postal charges upon it.

When an Administration returns such a parcel to the country from which it has been directly received, it shall refund the credits received and report the error by means of a verification note.

In other cases the retransmitting Administration shall allow to the Administration to which it forwards the parcel the credits due for onward conveyance; and if the amount credited to it, is insufficient to cover the expenses of retransmission which it has to defray it shall then recover the amount of the deficiency by claiming it from the office of exchange from which the missent parcel was directly received. The reasons for this claim shall be notified to the latter by means of a verification note.

2. When a parcel has been wrongly allowed to be despatched in consequence of an error attributable to the postal service and

has, for this reason, to be returned to the country of origin, the Administration which sends the parcel back shall allow to the office from which it was received the sums credited in respect of it.

3. The charges on a parcel redirected, in consequence of the removal of the addressee or of an error on the part of the sender to a country with which the United States of America or Ceylon has parcel post communication shall be claimed from the Administration of the country to which the parcel is redirected, unless the charge for a conveyance is paid at the time of redirection, in which case the parcel shall be dealt with as if it had been addressed directly from the retransmitting country to the new country of destination.
4. A parcel which is redirected shall be transmitted in its original packing and, in the case of parcels mailed to Ceylon, accompanied with its relative despatch note. If the parcel, for any reason whatsoever has to be repacked, the name of the office of origin of the parcel and the original serial number and, if practicable, the date of posting at that office, shall be entered on the parcel.

#### ARTICLE 16.

##### *Return of undeliverable Parcels.*

1. If the sender of an undeliverable parcel has made a request not provided for by Article 13 Section 1, of the Agreement, the office of destination need not comply with it, but may return the parcel to the country of origin, after retention for the period prescribed by the regulations of the country of destination.
2. The Administration which returns a parcel to the sender shall indicate clearly and concisely thereon the cause of non-delivery. This information may be furnished in manuscript or by means of a stamped impression or a label.
3. A parcel to be returned to the sender shall be entered on the parcel bill with the word "Rebut" or analogous terms in the "Observations" column. It shall be dealt with and charged like a parcel redirected in consequence of the removal of the addressee.

#### ARTICLE 17.

##### *Sale—Destruction.*

When a parcel has been sold or destroyed in accordance with the provisions of Article 15 of the Agreement, a report of the sale or destruction shall be prepared.

ARTICLE 18.*Inquiries concerning Parcels.*

For inquiries concerning parcels a form shall be used similar to the specimen annexed to the Detailed Regulations of the Parcel Post Agreement of the Universal Postal Union. These forms shall be forwarded to the offices appointed by the two Administrations to deal with them and they shall be dealt with in the manner mutually arranged between the two Administrations.

ARTICLE 19.*Parcel Bill.*

1. Separate parcel bills must be prepared for the ordinary parcels on the one hand, and for the insured parcels on the other hand. The parcel bills are prepared in duplicate. 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 word "Bill" marked conspicuously on the label.
2. The ordinary parcels included in each despatch sent from one country to the other are to be entered on the parcel bills to show the total number of parcels and the total net weight thereof. The total number of sacks comprising each despatch must also be shown on the parcel bills.
3. Insured parcels shall be entered individually on the parcel bills to show the insurance number and the name of the office of origin as well as the total net weight of the parcels.
4. Parcels sent "à découvert" must be entered separately on the parcel bills.
5. Redirected or returned parcels shall be entered individually. Redirected parcels shall be designated as such in the parcel bills by means of the note "Redirected"; returned parcels by the note "Returned". A statement of the charges which may be due on these parcels should be shown in the "Observations" column.
6. Each despatching office of exchange shall number the parcel bills in the upper left-hand corner in an annual series, for each office of exchange of destination, and as far as possible, shall enter below the number the name of the ship conveying the mail. A note of the last number of the preceding year shall be made on the first parcel bill of the following year.

7. The exact method of advising parcels or the receptacles containing them sent by one Administration in transit through the other together with any details of procedure in connection with the advice of such parcels or receptacles for which provision is not made in this agreement, shall be settled by mutual agreement through correspondence between the two Administrations.

#### ARTICLE 20.

*Check by offices of Exchange—Notification of irregularities.*

1. On receipt of a mail, whether of parcels or of empty bags, the office of exchange shall check the parcels and the various documents which accompany them, or the empty bags as the case may be, against the particulars entered in the relative parcel bill and, if necessary, shall report missing articles or other irregularities by means of a verification note.
2. Discrepancies in the credits and accounting shall be notified to the despatching offices of exchange by verification notes. The accepted verification notes shall be attached to the parcel bills to which they relate. Corrections made on parcel bills not supported by vouchers shall not be considered valid.

#### ARTICLE 21.

*Accounting for Credits.*

1. Each Postal Administration shall cause each of its offices of exchange to prepare quarterly for all the Parcel Mails despatched to it during each month by each of the offices of exchange of the other Administration, a statement of the total amounts entered on the parcel bills, whether to its credit or to its debit.
2. These statements shall be afterwards summarized by the same Administration in a quarterly account, which accompanied by the above-mentioned statements, the parcel Bills and the Verification Notes, if any, relating thereto, shall be forwarded to the corresponding Administration in the course of the quarter following that to which it relates.
3. The quarterly accounts, after having been checked and accepted on both sides, shall be summarised in a general half yearly/yearly account prepared by the Administration to which the balance is due.

ARTICLE 22.*Settlement of Accounts.*

1. Payment of the balance due shall be made directly by the debtor to the creditor postal Administration by means of a sight draft payable in the capital or a commercial city of the creditor country or by some other means mutually agreed upon by correspondence.
2. The preparation and transmission of a general account and the payment of the balance of that account shall be effected as early as possible and, at the latest within a period of six months from the end of the period to which the account relates. After the expiration of this term the sums due from one Administration to the other shall bear interest at the rate of 5 per cent. per annum to be reckoned from the date of expiration of the said term.

ARTICLE 23.*Communication and Notifications.*

Each Administration shall furnish to the other all necessary information on points of detail in connection with the working of the services.

Article 24.

The present regulation shall be brought into operation on the day on which the agreement for the exchange of parcels comes into force. They shall have the same duration as the Agreement.

Executed in duplicate and signed.

at Washington, the 25th day of November, 1955 and at Colombo, the eighteenth day of July, 1955.

MAURICE H. STANS <i>The Acting Postmaster General</i> of the United States of America.	S. NATESAN <i>The Minister of Posts and</i> Broadcasting, Colombo, Ceylon.
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[SEAL]

The foregoing Regulations of Execution for the Parcel Post Agreement between the United States of America and Ceylon 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, *April 18, 1956*

# CHILE

## Surplus Agricultural Commodities

*Agreement amending the agreement of March 13, 1956.*

*Effectuated by exchange of notes*

*Signed at Washington October 22 and 23, 1956;*

*Entered into force October 23, 1956.*

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*The Secretary of State to the Chilean Ambassador*

DEPARTMENT OF STATE  
WASHINGTON

*October 22, 1956*

EXCELLENCY:

I have the honor to refer to Your Excellency's note No. 1739-249 of October 1, 1956 [<sup>1</sup>] and to propose, in response to the request made therein, the following amendment to the Surplus Agricultural Commodities Agreement between the Governments of the United States and Chile signed at Santiago on March 13, 1956:

TIAS 3583.  
*Ante*, p. 1007.

1. The Government of the United States of America undertakes to apply the unused balance of the funds allocated for the purchase of beef in the cited Agreement aggregating \$3,700,000 for the financing of additional purchases of wheat and/or wheat flour. It is mutually understood that this authorization will include the "overage" of \$192,000 incurred by Chile in its wheat purchases already made under the purchase authorization for wheat, P. A. No. 1203.

2. The time-limit for the financing of these additional purchases of wheat and/or wheat flour is hereby extended from June 30, 1956, the date provided for in the cited Agreement, to December 31, 1956.

The foregoing provisions are an amendment to and not in replacement of the provisions of the Agreement of March 13, 1956. In all other respects, to the extent relevant, the provisions of the Agreement of March 13, 1956 shall remain in full force and effect without modification.

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<sup>1</sup> Not printed.

Accordingly, I have the honor to propose that this note and Your Excellency's reply concurring therein shall constitute an Agreement between the two Governments on this subject, the Agreement to enter into force on the date of Your Excellency's note in reply.

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

For the Secretary of State:

R. R. RUBOTTOM, Jr.

His Excellency

Sefior MARIO RODRÍGUEZ A.,  
*Ambassador of Chile.*

*The Chilean Ambassador to the Secretary of State*

EMBAJADA DE CHILE  
WASHINGTON

Nº 1876-261

*23 de octubre de 1956*

EXCELENCIA:

Tengo el honor de acusar recibo de la nota de Vuestra Excelencia Nº 411.2541/10-156 de 22 de octubre en curso, que dice como sigue:

(Traducción)

"Tengo el honor de referirme a la nota de Vuestra Excelencia Nº 1739-249, de 1º de octubre de 1956, y de proponer, en respuesta a la solicitud que ella contiene, la siguiente enmienda al Convenio de Excedentes Agrícolas entre los Gobiernos de los Estados Unidos y de Chile, suscrito en Santiago con fecha 13 de marzo de 1956:

1.-El Gobierno de los Estados Unidos de América se compromete a aplicar el saldo no utilizado de los fondos destinados a compras de carne, en el Convenio citado, que asciende a US\$ 3.700.000, al financiamiento de compras adicionales de trigo y/o harina de trigo. Es entendimiento mutuo que esta autorización incluirá el 'exceso' de US\$ 192.000 en que Chile incurrió en sus compras de trigo ya hechas de acuerdo con la autorización de compras de trigo, P.A. Nº 12-03.

2.-El límite de tiempo para el financiamiento de estas compras adicionales de trigo y/o harina de trigo queda prorrogado, por la presente, del 30 de junio de 1956, fecha contemplada por el Convenio aludido, al 31 de diciembre de 1956.

Las anteriores disposiciones constituyen una enmienda a las disposiciones del Convenio de 13 de marzo de 1956, y no están destinadas a reemplazarlas. En todo otro respecto, y en el alcance apropiado, las disposiciones del Convenio de 13 de marzo de 1956 permanecerán en pleno vigor y efecto, sin modificaciones.

En consecuencia, tengo el honor de proponer que esta nota, y la respuesta de Vuestra Excelencia a ella en que manifieste su aceptación, constituyan un Acuerdo entre ambos Gobiernos sobre esta materia, Acuerdo que entrará en vigor en la fecha de la respuesta de Vuestra Excelencia.

Acepte Vuestra Excelencia las renovadas seguridades de mi más alta consideración."

Tengo el honor de manifestar a Vuestra Excelencia que mi Gobierno está de acuerdo con los términos de la nota anterior y acepta la proposición que ella contiene, en el sentido de que la nota de Vuestra Excelencia y esta respuesta constituyan un Acuerdo entre ambos Gobiernos sobre esta materia, el que entrará en vigor con esta fecha.

Me valgo de esta oportunidad para renovar a Vuestra Excelencia el testimonio de las seguridades de mi más alta y distinguida consideración.

MARIO RODRÍGUEZ A.

Mario Rodríguez A.

*Embajador de Chile*

Al Excelentísimo señor

JOHN FOSTER DULLES,  
*Secretario de Estado,*  
Washington 25, D.C.

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*English Text of Foregoing Note*

EMBAJADA DE CHILE  
WASHINGTON 6  
FSY/ml

TRANSLATION

Nº 1878-281

OCTOBER 23, 1956

EXCELLENCY:

I have the honor to acknowledge receipt of Your Excellency's note Nº 411.2541/10-156 of October 22, 1956 which reads as follows:

"I have the honor to refer to Your Excellency's note Nº 1739-249 of October 1, 1956 and to propose, in response to the request

made therein, the following amendment to the Surplus Agricultural Commodities Agreement between the Governments of the United States and Chile signed at Santiago on March 13, 1956:

1. The Government of the United States of America undertakes to apply the unused balance of the funds allocated for the purchase of beef in the cited agreement aggregating \$3,700,000 for the financing of additional purchases of wheat and/or wheat flour. It is mutually understood that this authorization will include the 'overage' of \$192,000 incurred by Chile in its wheat purchases already made under the purchase authorization for wheat, P. A. N° 1203.

2.-The time-limit for the financing of these additional purchases of wheat and/or wheat flour is hereby extended from June 30, 1956, the date provided for in the cited Agreement, to December 31, 1956.

The foregoing provisions are an amendment to and not in replacement of the provisions of the Agreement of March 13, 1956. In all other respects, to the extent relevant, the provisions of the Agreement of March 13, 1956 shall remain in full force and effect without modification.

Accordingly, I have the honor to propose that this note and Your Excellency's reply concurring therein shall constitute an Agreement between the two Governments on this subject, the Agreement to enter into force on the date of Your Excellency's note in reply.

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

I have the honor to state to Your Excellency that my Government agrees to the terms of the above note, and accepts the proposal made therein, that Your Excellency's note and this reply shall constitute an Agreement between the two Governments on this subject, the Agreement to enter into force on this date.

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

M R A  
Mario Rodriguez A.  
*The Ambassador of Chile*

Your Excellency

JOHN FOSTER DULLES,  
*Secretary of State,*  
*Washington 25, D. C.*

# UNITED KINGDOM

## Establishment of an Oceanographic Research Station in Barbados

*Agreement signed at Washington November 1, 1956;  
Entered into force November 1, 1956.*

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AGREEMENT BETWEEN  
THE GOVERNMENT OF THE UNITED STATES OF AMERICA  
AND  
THE GOVERNMENT OF THE UNITED KINGDOM OF GREAT BRITAIN  
AND NORTHERN IRELAND  
FOR THE ESTABLISHMENT IN BARBADOS OF  
AN OCEANOGRAPHIC RESEARCH STATION

The Government of the United States of America and the Government of the United Kingdom of Great Britain and Northern Ireland, with the concurrence of the Government of Barbados,

Considering that the Government of the United States of America wishes to establish an Oceanographic Research Station in Barbados to be used in association with the Government of the United Kingdom for the purpose of continuing a joint naval program of oceanographic research designed to acquire and evaluate fundamental data of a general defense interest relating to water conditions in areas where this information is lacking, and to develop techniques and equipment for acquiring such data from shore-based stations and for the training of personnel, and

Desiring that this Agreement shall be fulfilled in a spirit of good neighborliness between the Governments concerned, and that details of its practical application shall be arranged by friendly cooperation,

Have agreed as follows

## ARTICLE I

Definitions

For the purposes of this Agreement

(1) "British national" means any British subject or Commonwealth citizen or any British protected person, but shall not include a person who is both a British national and a member of the United States Forces

(2) "Local alien" means a person, not being a British national, a member of the United States Forces or a national of the United States, who is ordinarily resident in Barbados.

(3) "National of the United States" means a citizen of the United States or a person who, though not a citizen of the United States, owes allegiance to the United States

(4) "Site" means any Site provided under Article IV of this Agreement so long as it is so provided.

(5) "Oceanographic Research Station" means the station established for the purposes stated in the Preamble

(6) "United States authorities" means the authority or authorities from time to time authorized or designated, by the Government of the United States of America, for the purpose of exercising the powers in relation to which the expression is used.

(7) "United States Forces" means the Armed Forces of the United States of America, and "member of the United States Forces" means a member of those forces who is entitled to wear the uniform thereof

## ARTICLE II

General Description of Rights

(1) Subject to the provisions of this Article, the Government of the United States of America shall have the right in the Site

- (a) to establish, maintain and operate an Oceanographic Research Station,
- (b) to establish, maintain and use an instrumentation and communication system including radio, land lines and submarine cables for operational purposes in connection with the Oceanographic Research Station,
- (c) to operate such vessels and aircraft as may be necessary for purposes connected directly with the operation of the Oceanographic Research Station.
- (2) No wireless station, submarine cable, land line or other installation shall be established by the United States authorities within the Site except at such place or places as may be agreed between the Contracting Governments.
- (3) No wireless station, submarine cable, land line or other installation shall be established by the United States authorities otherwise than for operational purposes in connection with the Oceanographic Research Station. Any wireless station, submarine cable, land line or other installation so established shall be sited and operated in such a way that it will not cause interference with established civil communications.
- (4) When submarine cables established in accordance with paragraph (1) of this Article are no longer required for the purposes of this Agreement, their disposal or further use shall be subject to consultation between the Contracting Governments and, in the absence of agreement, they shall be removed by and at the expense of the Government of the United States of America.
- (5) The use of the radio frequencies, powers and band widths, for radio services, under any of the provisions of this Agreement,

shall be subject to the prior concurrence of the British representative designated for the purpose

(6) The Contracting Governments shall, in consultation with the Government of Barbados, take all reasonable precautions against possible danger and damage resulting from operations under this Agreement

(7) The United States authorities shall have the right to use military engineering construction units, in whole or in part, for the construction of any installations under the terms of this Agreement and for the subsequent maintenance and repairs of such United States installations

(8) The rights granted to the Government of the United States of America or to the United States authorities by this Agreement shall not be exercised unreasonably or so as to interfere with or to prejudice the safety of navigation, aviation or communication and the rights so granted shall be exercised in the spirit of the last paragraph of the Preamble

### ARTICLE III

#### Rights of Way

The Government of the United Kingdom shall, with the concurrence of the Government of Barbados, provide to the Government of the United States of America such rights of way as may be agreed to be necessary for the establishment, maintenance or use of the Oceanographic Research Station. The cost of acquisition of any right of way over private property shall be borne by the Contracting Governments in such proportions as are agreed between them.

## ARTICLE IV

Provision of Site

(1) The Government of the United Kingdom shall, with the concurrence of the Government of Barbados, provide so long as this Agreement remains in force such Site for the purpose of the establishment and operation of the Oceanographic Research Station as may be agreed between the Contracting Governments to be necessary for that purpose. The cost of acquisition of private property or of rights affecting private property, to enable the Site to be provided, shall be borne by the Contracting Governments in such proportions as are agreed between them.

(2) The Site shall for the purpose of this Article and Articles II and XI of this Agreement include such part of the foreshore and of the internal and territorial waters adjacent to the land areas of the Site as the Contracting Governments shall agree.

(3) When it is agreed between the Contracting Governments that the Site provided under this Article is no longer necessary for the purpose of the operation of the Oceanographic Research Station, the Government of the United Kingdom shall be entitled to cease to provide the Site for that purpose.

(4) Access to or presence in the Site shall not be permitted to persons not officially connected with the establishment, maintenance or use of the Oceanographic Research Station except with the consent of the appropriate British and United States representatives designated for the purpose, provided, however, that except for forbidding anchoring, fishing and landing in such areas within the Site as may be agreed between the Contracting Governments, this prohibition shall not be construed as permitting interference with navigation.

## ARTICLE V

Jurisdiction

- (1) The Government of the United States of America shall have the right to exercise the following jurisdiction over offenses committed in Barbados
- (a) Where the accused is a member of the United States Forces,
- (i) if a state of war exists, exclusive jurisdiction over all offenses wherever committed,
- (ii) if a state of war does not exist, exclusive jurisdiction over security offenses wherever committed and United States interest offenses committed inside the Site; concurrent jurisdiction over all other offenses wherever committed.
- (b) Where the accused is a British national or a local alien and a civil court of the United States is sitting in Barbados,
- (i) if a state of war exists, exclusive jurisdiction, and
- (ii) if a state of war does not exist, concurrent jurisdiction,
- over security offenses committed inside the Site
- (c) Where the accused is not a member of the United States Forces, a British national or a local alien, but is a person subject to the United States Uniform Code of Military Justice,
- (i) if a state of war exists, exclusive jurisdiction over security offenses committed inside the Site and United States interest offenses committed inside the Site; concurrent jurisdiction over all other offenses wherever committed,
- (ii) if a state of war does not exist and there is no civil

court of the United States sitting in Barbados, exclusive jurisdiction over security offenses which are not punishable under the law of Barbados, concurrent jurisdiction over all other offenses committed inside the Site;

(iii) if a state of war does not exist and a civil court of the United States is sitting in Barbados, exclusive jurisdiction over security offenses committed inside the Site, concurrent jurisdiction over all other offenses wherever committed.

(d) Where the accused is not a member of the United States Forces, a British national or a local alien, and is not a person subject to the United States Uniform Code of Military Justice, and a civil court of the United States is sitting in Barbados, exclusive jurisdiction over security offenses committed inside the Site; concurrent jurisdiction over all other offenses committed inside the Site and, if a state of war exists, over security offenses committed outside the Site.

(2) Wherever, under paragraph (1) of this Article, the Government of the United States of America has the right to exercise exclusive jurisdiction over security offenses committed inside the Site, such right shall extend to security offenses committed outside the Site which are not punishable under the law of Barbados.

(3) In every case in which under this Article the Government of the United States of America has the right to exercise jurisdiction and the accused is a British national, a local alien or, being neither a British national nor a local alien, is not a person subject to the United States Uniform Code of Military Justice, such

jurisdiction shall be exercisable only by a civil court of the United States sitting in Barbados

(4) In every case in which under this Article the Government of the United States of America has the right to exercise exclusive jurisdiction, the following provisions shall have effect

(a) The United States authorities shall inform the Government of Barbados as soon as is practicable whether or not they elect to exercise such jurisdiction over any alleged offenses which may be brought to their attention by the competent authorities of Barbados or in any other case in which the United States authorities are requested by the competent authorities of Barbados to furnish such information.

(b) If the United States authorities elect to exercise such jurisdiction, the accused shall be brought to trial accordingly, and the courts of Barbados shall not exercise jurisdiction except in aid of a court or authority of the United States, as required or permitted by the law of Barbados

(c) If the United States authorities elect not to exercise such jurisdiction, and if it shall be agreed between the Government of Barbados and the United States authorities that the alleged offender shall be brought to trial, nothing in this Article shall affect the exercise of jurisdiction by the courts of Barbados in the case.

(5) In every case in which under this Article the Government of the United States of America has the right to exercise concurrent jurisdiction, the following provisions shall have effect

(a) The case shall be tried by such court as may be arranged between the Government of Barbados and the United States authorities.

(b) Where the offense is within the jurisdiction of a civil court of Barbados and of a civil court of the United States, trial by one shall exclude trial by the other

(6) Notwithstanding anything contained elsewhere in this Article, when a state of war exists in which the Government of the United Kingdom is, and the Government of the United States of America is not, engaged, then in any case in which the Government of the United States of America would, but for this paragraph, have exclusive jurisdiction, that jurisdiction shall be concurrent in respect of any of the following offenses against any part of Her Majesty's dominions committed outside the Site or, if not punishable by the Government of the United States of America in Barbados, inside the Site

(a) treason;

(b) any offense of the nature of sabotage or espionage or against any law relating to official secrets,

(c) any other offense relating to operations in Barbados of the Government of any part of Her Majesty's dominions, or to the safety of Her Majesty's naval, military or air bases or establishments or any part thereof or any equipment or other property of any such Government in Barbados.

(7) Nothing in this Article shall give the Government of the United States of America the right to exercise jurisdiction over a member of a United Kingdom, Colonial or British Commonwealth armed force, except that, if a civil court of the United States is sitting in Barbados and a state of war does not exist or a state of war exists in which the Government of the United States of America is, and the Government of the United Kingdom is not, engaged, the

Government of the United States of America shall have the right, where the accused is a member of any such force, to exercise concurrent jurisdiction over security offenses committed inside the Site.

(8) Nothing in this Article shall affect the jurisdiction of a civil court of Barbados except as expressly provided in this Article

(9) In this Article the following expressions shall have the meaning hereby assigned to them.

(a) "Security offense" means any of the following offenses against the Government of the United States of America and punishable under the law of the United States of America

(i) treason,

(ii) any offense of the nature of sabotage or espionage or against any law relating to official secrets,

(iii) any other offense relating to operations,

in Barbados of the Government of the United States of America under this Agreement, or to the safety of any equipment or other property of the Government of the United States of America in Barbados under this Agreement.

(b) "State of war" means a state of actual hostilities in which either the Government of the United States of America or the Government of the United Kingdom is engaged and which has not been formally terminated, as by surrender

(c) "United States interest offense" means an offense which (excluding the general interest of the Government of Barbados in the maintenance of law and order in Barbados) is solely against the interests of the Government of the United States of America or against any person (not being a British national or local alien) or property

(not being property of a British national or local alien) present in Barbados by reason only of service or employment in connection with the construction, maintenance, operation or defense of the Oceanographic Research Station.

#### ARTICLE VI

##### Security Legislation

The Government of Barbados will take such steps as may from time to time be agreed to be necessary with a view to the enactment of legislation to ensure the adequate security and protection of the Site and United States equipment and other property and the operations of the United States under this Agreement, and the punishment of persons who may contravene any laws or regulations made for that purpose. The Government of Barbados will also from time to time consult with the United States authorities in order that the laws and regulations of the United States of America and of Barbados in relation to such matters may, so far as circumstances permit, be similar in character.

#### ARTICLE VII

##### Arrest and Service of Process

(1) No arrest of a person who is a member of the United States Forces or who is a national of the United States subject to the United States Uniform Code of Military Justice shall be made and no process, civil or criminal, shall be served on any such person within the Site except with the permission of the Commanding Officer in charge of the United States Forces in such Site, but should the Commanding Officer refuse to grant such permission he shall (except where, under Article V, jurisdiction is to be exercised by the United

States or is not exercisable by the courts of Barbados) forthwith take the necessary steps to arrest the person charged and surrender him to the appropriate authority of Barbados or to serve such process, as the case may be, and to provide for the attendance of the server of such process before the appropriate court of Barbados or procure such server to make the necessary affidavit or declaration to prove such service.

(2) In cases where the courts of the United States have jurisdiction under Article V, the Government of Barbados will on request give reciprocal facilities as regards the service of process and the arrest and surrender of persons charged.

(3) In this Article the expression "process" includes any process by way of summons, subpoena, warrant, writ or other judicial document for securing the attendance of a witness or a party, or the production of any documents or exhibits, required in any proceedings, civil or criminal.

#### ARTICLE VIII

##### Right of Audience

(1) In cases in which a member of the United States Forces is party to civil or criminal proceedings in any court of Barbados by reason of some alleged act or omission arising out of or in the course of his official duty, United States counsel (authorized to practice before the courts of the United States) shall have the right of audience, provided that such counsel is in the service of the Government of the United States of America and appointed for that purpose either generally or specially by the appropriate authority.

(2) In cases in which a British national or local alien is a

party to criminal proceedings in a court of the United States sitting in Barbados, counsel authorized to practice before the courts of Barbados shall have the right of audience

#### ARTICLE IX

##### Surrender of Persons Charged

Where a person charged with an offense which falls to be dealt with by the courts of Barbados is in the Site, or a person charged with an offense which falls under Article V to be dealt with by courts of the United States is in Barbados but outside the Site, such person shall be surrendered to the Government of Barbados, or to the United States authorities, as the case may be, in accordance with special arrangements made between that Government and those authorities.

#### ARTICLE X

##### Public Services

The Government of the United States of America shall have the right to employ and use all utilities, services and facilities, harbors, roads, highways, bridges, viaducts, canals and similar channels of transportation in Barbados and belonging to or controlled or regulated by the Government of Barbados or the Government of the United Kingdom on such conditions as shall be agreed between the Contracting Governments with the concurrence of the Government of Barbados.

#### ARTICLE XI

##### Shipping and Aviation

(1) The Government of the United States of America may place or establish in the Site or in the vicinity thereof, lights and

other aids to navigation of vessels and aircraft necessary for the operation of the Oceanographic Research Station. Such lights and other aids shall conform to the system in use in Barbados. The position, characteristics and any alterations thereof shall be determined in consultation with the appropriate authority in Barbados and the appropriate British representative designated for the purpose.

(2) United States public vessels operated by the Army, Navy, Air Force, Coast Guard or the Coast and Geodetic Survey bound to or departing from the Site shall not be subject to compulsory pilotage in Barbados. If a pilot is taken, pilotage shall be paid for at appropriate rates. Such United States public vessels shall have such exemption from light and harbor dues in Barbados as shall be agreed between the Contracting Governments with the concurrence of the Government of Barbados.

(3) Commercial aircraft shall not be authorized to operate from the Site (save in case of emergency or for strictly military purposes under supervision of the Army, Navy or Air Force Departments) except by agreement between the Contracting Governments with the concurrence of the Government of Barbados.

#### ARTICLE XII

##### Immigration

(1) The immigration laws of Barbados shall not operate or apply so as to prevent admission into Barbados, for the purposes of this Agreement, of any member of the United States Forces posted to the Site or any person (not being a national of a Power at war with Her Majesty The Queen) employed by, or under a contract with, either the Government of the United States of America or a contractor of that Government, in connection with the establishment, maintenance or use

of the Oceanographic Research Station, or his wife or minor children; but suitable arrangements shall be made by the United States to enable such persons to be readily identified and their status to be established.

(2) If the status of any person within Barbados and admitted thereto under the foregoing paragraph shall be altered so that he would no longer be entitled to such admission, the United States authorities shall notify the Government of Barbados and shall, if such person be required to leave Barbados by that Government, be responsible for providing him with a passage from Barbados within a reasonable time, and shall in the meantime prevent his becoming a public responsibility of Barbados.

#### ARTICLE XIII

##### Motor Vehicle Taxes

No tax or fee shall be payable in respect of registration or licensing for use in Barbados of motor vehicles belonging to the Government of the United States of America and used for purposes connected directly with the establishment, maintenance or use of the Oceanographic Research Station.

#### ARTICLE XIV

##### Customs Duties and Other Taxes on Goods

(1) No import, excise, consumption or other tax, duty or impost shall be charged on

(a) material, equipment, supplies or goods for use in the establishment, maintenance or use of the Oceanographic Research Station consigned to, or destined for, the United States authorities or a contractor;

- (b) goods for use or consumption aboard United States public vessels or aircraft of the Army, Navy, Air Force, Coast Guard or Coast and Geodetic Survey;
- (c) goods consigned to the United States authorities or to a contractor of the United States for the use of institutions under the control of the United States authorities or United States contractors known as Post Exchanges, Navy Exchanges, Commissary Stores, Service Clubs, Contractors' Messes and Recreational Facilities, or for sale thereat to members of the United States Forces, civilian employees of the United States or contractors' employees, being nationals of the United States and employed in connection with the Oceanographic Research Station, or members of their families resident with them and not engaged in any business or occupation in Barbados,
- (d) the personal belongings or household effects, provided that such belongings or effects accompany the owner or are imported either (i) within a period beginning 60 days before and ending 120 days after the owner's arrival, or (ii) within a period of 6 months immediately following his arrival, of persons referred to in subparagraph (c) of this Article and of contractors and their employees being nationals of the United States employed in the establishment, maintenance or use of the Oceanographic Research Station and present in Barbados by reason only of such employment,
- (e) goods (other than spirits or tobacco) for consumption and goods (other than personal belongings and household effects) acquired after first arrival, including gifts, consigned to members of the United States Forces or civilian employees of the United States being nationals of the United States and employed in connection with the

Oceanographic Research Station or members of their families resident with them and not engaged in any business or occupation in Barbados provided that such goods are

- (i) of United States origin if the Government of Barbados so require, and
  - (ii) imported for the personal use of the recipient
- (2) No export tax shall be charged on the material, equipment, supplies or goods mentioned in paragraph (1) in the event of re-shipment from Barbados.
- (3) This Article shall apply notwithstanding that the material, equipment, supplies or goods pass through other parts of Barbados en route to or from the Site.
- (4) The United States authorities shall do all in their power to prevent any abuse of customs privileges and shall take administrative measures in consultation with the appropriate local authorities to prevent the disposal, whether by resale or otherwise, of goods which are used or sold under paragraph (1) (c), or imported under paragraph (1) (d) or (e), of this Article, to persons not entitled to buy goods at the institutions referred to in the said paragraph (1) (c), or not entitled to free importation under the said paragraph (1) (d) or (e). There shall be cooperation between the United States authorities and the Government of Barbados to this end, both in prevention and in investigation of cases of abuse

#### ARTICLE XV

##### Taxation

- (1) No member of the United States Forces or national of the United States, serving or employed in Barbados in connection with the establishment, maintenance or use of the Oceanographic Research

Station, and residing in Barbados by reason only of such employment, or his wife or minor children, shall be liable to pay income tax in Barbados except in respect of income derived from Barbados.

(2) No such person shall be liable to pay in Barbados any poll tax or similar tax on his person, or any tax on ownership or use of property which is within the Site, or situated outside Barbados

(3) No person ordinarily resident in the United States shall be liable to pay income tax in Barbados in respect of any profits derived under a contract made in the United States with the Government of the United States of America in connection with the establishment, maintenance or use of the Oceanographic Research Station, or any tax in the nature of a license in respect of any service or work for the Government of the United States of America in connection with the establishment, maintenance or use of the Oceanographic Research Station.

#### ARTICLE XVI

##### Postal Facilities

The Government of the United States of America shall have the right to establish a United States Military Post Office in the Site for the exclusive use of the United States Forces, and civilian personnel (including contractors and their employees) who are nationals of the United States and employed in connection with the establishment, maintenance or use of the Oceanographic Research Station and the families of such persons, for postal services between the United States Military Post Office so established and other United States Post Offices.

**ARTICLE XVII****Health Measures in the Vicinity of the Site**

The Government of the United States of America shall have the right, in collaboration with the Government of Barbados, and, where necessary, with any local authority concerned, to exercise, without other consideration than adequate and effective compensation to be paid by the Government of the United States of America to private owners or occupiers, if any, such powers as such Government and local authority may possess of entering upon any property in the vicinity of the Site for the purpose of inspection, and of taking any necessary measures to improve sanitation and protect health.

**ARTICLE XVIII****Removal of Property**

(1) The title to any property placed on the Site (including property affixed to the realty) and provided by the Government of the United States of America for the purposes of this Agreement shall remain in the Government of the United States of America.

(2) At any time before the termination of this Agreement or within a reasonable time thereafter, such property may, at the discretion of the Government of the United States of America, be

(a) relocated within the Site, or

(b) removed therefrom, or

(c) disposed of while on the Site on the condition (unless otherwise agreed between the Government of Barbados and the United States authorities) that it shall forthwith be removed therefrom.

(3) Any ground from which such property is so removed shall, if the Government of Barbados so require, be restored as far as

possible to its present condition by the Government of the United States of America.

(4) The Government of the United States of America will not, in Barbados, dispose of any such property

(a) without the consent of the Government of Barbados, or

(b) without offering the property for sale to that Government, if such offer is consistent with laws of the United States of America then in effect, or

(c) before the expiration of such period, not being less than 120 days after the date of such offer, as may be reasonable in the circumstances.

(5) Such property may be exported by the United States authorities free from any license, export tax, duty or impost

(6) Any such property not removed or disposed of as aforesaid within a reasonable time after the termination of this Agreement shall become the property of the Government of Barbados.

#### ARTICLE XIX

##### Rights to be Restricted to the Purposes of the Agreement

Neither the Government of the United States of America nor the United States authorities shall exercise any rights granted by this Agreement, or permit the exercise thereof, except for the purposes specified in this Agreement

#### ARTICLE XX

##### Rights not to be assigned

Neither the Government of the United States of America nor the United States authorities shall assign or part with any of the rights granted by this Agreement

## ARTICLE XXI

Liaison

The British and the United States representatives designated for the purpose shall jointly decide the details of the execution of this Agreement in its application to specific situations, in the best interests of all concerned. The British representative shall be responsible for undertaking negotiations with the Government of Barbados in this connection.

## ARTICLE XXII

Claims for Compensation

(1) The Government of the United States of America undertakes to pay adequate and effective compensation, which shall not be less than the sum payable under the law of Barbados, and to indemnify the Government of the United Kingdom and the Government of Barbados and all other authorities, corporations and persons in respect of valid claims arising out of

(a) the death or injury of any person, except persons employed by the Government of the United Kingdom in connection with the Oceanographic Research Station, resulting from the establishment, maintenance or use by the Government of the United States of America of the Oceanographic Research Station;

(b) damage to property resulting from any action of the Government of the United States of America in connection with the establishment, maintenance or use of the Oceanographic Research Station,

(c) the acquisition of private property or of rights affecting private property (other than such property or rights acquired under Article III or Article IV) to enable any rights of the Government of

the United States of America under this Agreement to be exercised.

(2) Compensation payable under sub-paragraph (1) (c) of this Article shall be assessed in accordance with the law of Barbados.

(3) For the purpose of this Article the law of Barbados shall be the law in force at the time of the signature of this Agreement, provided that any subsequent alteration of the said law shall have effect if the Contracting Governments so agree.

#### ARTICLE XXIII

##### Freedom from Rents and Charges

Except as provided in Articles XVII and XXII the Site shall be provided, and the rights of the Government of the United States of America under this Agreement shall be made available, free from all rent and charges to the Government of the United States of America.

#### ARTICLE XXIV

##### Modification of the Agreement

Modification of this Agreement shall be considered by the Contracting Governments in the light of any modification of the Agreement between the Governments of the United States of America and the United Kingdom relating to the Bases leased to the United States of America dated March 27, 1941, which may be made under Article XXVIII of that Agreement.

#### ARTICLE XXV

##### Implementation of the Agreement

(1) The Government of the United States of America and the Government of Barbados respectively will do all in their power to assist each other in giving full effect to the provisions of this

Agreement according to its tenor and will take all appropriate steps to that end.

(2) During the period for which this Agreement remains in force, no laws of Barbados which would derogate from or prejudice any of the rights conferred on the Government of the United States of America by this Agreement shall be applicable within the Site, save with the concurrence of the Contracting Governments

#### ARTICLE XXVI

##### Final Provisions

This Agreement shall come into force on the date of signature and shall continue in force for a period of twenty-one years and thereafter until one year from the day on which either Contracting Government shall give notice to the other of its intention to terminate the Agreement

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

DONE at Washington, in duplicate, this first day of November 1956.  
FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA.

ROBERT MURPHY

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

J E COULSON

# FINLAND

## Surplus Agricultural Commodities

*Agreement supplementing the agreement of May 6, 1955,  
as amended and supplemented.*

*Signed at Helsinki October 24, 1956;  
Entered into force October 24, 1956.*

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### AGREEMENT TO FURTHER SUPPLEMENT THE AGREEMENT DATED MAY 6, 1955 BETWEEN THE UNITED STATES OF AMERICA AND FINLAND UNDER TITLE I OF THE AGRICULTURAL TRADE DEVELOPMENT AND ASSISTANCE ACT, AS AMENDED.

Being desirous of supplementing further the Surplus Agricultural Commodities Agreement between the United States of America and Finland under Title I of the Agricultural Trade Development and Assistance Act of 1954, signed at Helsinki, Finland, on May 6, 1955, as amended, it is hereby agreed as follows:

(1) The Government of the United States undertakes to finance, on or before December 31, 1956, additional commodities and ocean transportation, as follows:

68 Stat. 455.  
7 U.S.C. §§ 1701-  
1709.  
TIAS 3248, 3488,  
3533, 3534, 3568.  
6 UST 1103; *ante*, pp.  
154, 513, 517, 875.

	Export Market Value f. o. b. or f. a. s. (thousand)
Corn	\$1,240
Wheat	300
Ocean Transportation	200
Total:	 \$1,740

(2) The Finnmarks accruing to the Government of the United States as a consequence of sales of commodities pursuant to paragraph 1 of this agreement will be used by the Government of the United States for payment of United States expenses in Finland, including expenditures in accordance with subsections 104 (a), (d), (f), (h) and (i) of the Agricultural Trade Development and Assistance Act of 1954, as amended.

(3) Except as otherwise provided herein, the provisions of the present agreement are supplemental to, and not in replacement of, the provisions of the agreement of May 6, 1955, as supplemented by the Agreements of January 12, 1956, March 26, 1956, and April 26, 1956 which, to the extent relevant, apply to transactions undertaken pursuant to the present agreement.

The present Agreement shall enter into force upon signature.

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

Done at Helsinki, this 24th day of October, 1956.

H FRANCIS CUNNINGHAM Jr.

H. Francis Cunningham, Jr.

[SEAL]

LEO TUOMINEN

Leo Tuominen

# MULTILATERAL

## Indo-Pacific Fisheries Council

*Agreement as revised at the Sixth Session of the Council,  
Tokyo, September 30—October 14, 1955;  
Entered into force October 31, 1955.*

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### AGREEMENT FOR THE ESTABLISHMENT OF THE INDO-PACIFIC FISHERIES COUNCIL [¹]

#### Preamble

The Governments of Burma, China, France, India, the Netherlands, the Republic of the Philippines, the United Kingdom and the United States of America, members of the Food and Agriculture Organization of the United Nations, having a mutual interest in the development and proper utilization of the living aquatic resources of the Indo-Pacific Areas, and desiring to further the attainment of these ends through international co-operation by the establishment of an Indo-Pacific Fisheries Council agree as follows:

#### ARTICLE I

##### The Council

1. The contracting Governments agree to establish a Council, to be known as the Indo-Pacific Fisheries Council, for the purpose of carrying out the functions and duties hereinafter set forth in Article III.

2. The members of the Council shall be the Governments which accept this Agreement in accordance with the provisions of Article IX thereof.

#### ARTICLE II

##### Organization

1. Each Member Government shall be represented at Sessions of the Council by a single delegate, who may be accompanied by

<sup>¹</sup> For the agreement of Feb. 26, 1948, see TIAS 1895; 62 Stat., pt. 3, p. 3711. The document printed herein constitutes the composite text of the agreement as revised at the Sixth Session of the Council, Tokyo, Sept. 30-Oct. 14, 1955.

an alternate and by experts and advisers. Participation in Sessions of the Council by alternates, experts and advisers shall not entail the right to vote, except in the case of an alternate who is acting in the place of a delegate during his absence.

2. Each Member Government shall have one vote. Decisions of the Council shall be taken by a majority of the votes cast, except when a greater majority is required by this Agreement or by the Rules governing the procedure of the Council. A majority of the total member-ship of the Council shall constitute a quorum.

3. The Council shall elect a Chairman and a Vice-Chairman who with the immediately retiring Chairman shall constitute the Executive Committee. In the unavoidable absence of one or two members of the Executive Committee from a Committee session, the Chairman shall have the power to co-opt the chairman of one or two of the Technical Committees which may from time to time be established in accordance with the Rules governing the procedure of the Council, at his discretion, to substitute the absent Committee member or members for that Committee session only, provided that one permanent member of the Executive Committee shall always be present and that the number of voting members attending the Committee session shall in no case exceed three.

4. The Council shall determine the frequency, dates and places of its Sessions and establish rules governing its procedure.

5. The Chairman shall call a Session of the Council at least once in every year, unless directed otherwise by a majority of the member Governments. The initial Session shall be called by the Food and Agriculture Organization of the United Nations within six months after the entry into force of this Agreement and at such place as it may designate.

6. The seat of the Council shall be at the seat of the Regional Office of the Food and Agriculture Organization of the United Nations most conveniently situated within the area defined in Article IV. Pending the establishment of such a Regional Office, the Council shall select a temporary seat within that area.

7. The Food and Agriculture Organization of the United Nations shall provide the Secretariat for the Council and shall appoint its Secretary.

### ARTICLE III

#### Functions

The Council shall have the following functions and duties:

- a. To formulate the oceanographical, biological and other technical aspects of the problems of development and proper utilization of living aquatic resources;
- b. To encourage and co-ordinate research and the application of improved methods in every day practice;
- c. To assemble, publish or otherwise disseminate oceanographical, biological and other technical information relating to living aquatic resources;
- d. To recommend to member Governments such national or co-operative research and development projects as may appear necessary or desirable to fill gaps in such knowledge;
- e. To undertake, where appropriate, co-operative research and development projects directed to this end;
- f. To propose, and where necessary to adopt, measures to bring about the standardization of scientific equipment, techniques and nomenclature;
- g. To extend its good offices in assisting Member Governments to secure essential material and equipment;
- h. To report upon such questions relating to oceanographical, biological and other technical problems as may be recommended to it by Member Governments or by the Food and Agriculture Organization of the United Nations and other international, national or private organizations with related interests;
- i. To report annually to the Conference of the Food and Agriculture Organization of the United Nations upon its activities for the information of the Conference; and to make such other reports to the Food and Agriculture Organization of the United Nations on matters falling within the competence of the Council as may seem to it necessary and desirable.

### ARTICLE IV

#### Area

The Council shall carry out the functions and duties set forth in Article III in the Indo-Pacific area.

**ARTICLE V****Co-operation with International Bodies**

The Council shall co-operate closely with other international bodies in matters of mutual interest.

**ARTICLE VI****Expenses**

1. The expenses of delegates and their alternates, experts and advisers occasioned by attendance at Sessions of the Council shall be determined and paid by their respective Governments.

2. The expenses of the Secretariat, including publications and communications, and of the Chairman, Vice-Chairman and the immediately retired Chairman of the Council, when performing duties connected with its work during intervals between its Sessions, shall be determined and paid by the Food and Agriculture Organization of the United Nations within the limits of an annual budget prepared and approved in accordance with the current regulations of that Organization.

3. The expenses of research or development projects undertaken by individual members of the Council, whether independently or upon the recommendation of the Council, shall be determined and paid by their respective Governments.

4. The expenses incurred in connection with co-operative research or development projects undertaken in accordance with the provisions of Article III, paragraphs (d) and (e) unless otherwise available shall be determined and paid by the Member Governments in the form and proportion to which they shall mutually agree.

**ARTICLE VII****Amendments [<sup>1</sup>]**

Any proposal for amending this Agreement shall require the approval of a two-thirds majority of all the Members of the Council. An exception to this rule is made in the following cases:

- (1) Amendments to the Agreement extending the functions of the Council require the approval of the Conference of the Food and Agriculture Organization of the United Nations in addition to approval by a two-thirds majority of all the Members of the Council;

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<sup>1</sup> The revised agreement, the composite text of which is printed herein, entered into force Oct. 31, 1955. (Source: FAO statement dated at Rome, Aug. 28, 1956. Not printed.)

(2) Amendments of the Agreement extending the powers of the Council to incur expenses to be borne by the Food and Agriculture Organization of the United Nations, shall require the approval of a two-thirds majority of all the Members of the Council and of the Director-General of the Food and Agriculture Organization of the United Nations.

## ARTICLE VIII

### Acceptance

1. This Agreement shall be open to acceptance by Governments which are members of the Food and Agriculture Organization of the United Nations.

2. This Agreement shall also be open to acceptance by Governments which are not members of the Food and Agriculture Organization of the United Nations, with the approval of the Conference of the Food and Agriculture Organization of the United Nations and of two-thirds of the members of the Council. Participation by such Governments in the activities of the Council shall be contingent upon the assumption of a proportionate share in the expenses of the Secretariat, as determined by the Council and approved by the Food and Agriculture Organization Conference.

3. The notifications of acceptance of this Agreement shall be deposited with the Director-General of the Food and Agriculture Organization of the United Nations, who shall immediately inform all the Governments concerned of their receipt.

## ARTICLE IX

### Entry into Force

1. This Agreement shall enter into force upon the date of receipt of the fifth notification of acceptance.

2. Notifications of acceptance received after the entry into force of this Agreement shall take effect on the date of their receipt by the Director-General of the Food and Agriculture Organization of the United Nations who shall immediately inform all the Governments concerned and the Council of their receipt.

## ARTICLE X

### Withdrawal

Any Member Government may withdraw from this Agreement, at any time after the expiration of two years from the date upon which the Agreement entered into force with respect to that

Government by giving written notice of such withdrawal to the Director-General of the Food and Agriculture Organization of the United Nations who shall immediately inform all the Governments concerned and the Council of such withdrawal. Notice of withdrawal shall become effective three months from the date of its receipt by the Director-General.

Formulated at Baguio this 26th day of February, one thousand nine hundred and forty-eight, in the English language, in a single copy which shall be deposited in the archives of the Food and Agriculture Organization of the United Nations which shall furnish certified copies thereof to the Governments members of the Food and Agriculture Organization of the United Nations.

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I hereby certify that this text is a true copy of the Agreement for the Establishment of the Indo-Pacific Fisheries Council as amended at the Council's Sixth Session held in Tokyo, Japan, from 30 September to 14 October 1955.

ROME, 25 July 1956

[SEAL]

W. R. AYKROYD

W. R. Aykroyd

*Acting Director General of  
the Food and Agriculture  
Organization of the United  
Nations*

*Note by the Department of State*

The Member States of the Indo-Pacific Fisheries Council deposited their respective instruments of acceptance with the Food and Agriculture Organization of the United Nations on the dates indicated below:

<i>Member State</i>	<i>Acceptance Deposited</i>
United States of America . . . . .	September 3, 1948
Australia . . . . .	March 10, 1949
Burma . . . . .	January 7, 1949
Cambodia . . . . .	January 19, 1951
Ceylon . . . . .	February 21, 1949
France . . . . .	June 30, 1948
India . . . . .	November 9, 1948
Indonesia . . . . .	March 29, 1950
Japan . . . . .	October 3, 1952
Korea . . . . .	January 19, 1950
Netherlands . . . . .	November 12, 1948
Pakistan . . . . .	August 1, 1949
Philippines . . . . .	July 23, 1948
Siam . . . . .	October 6, 1948
United Kingdom . . . . .	February 28, 1949
Viet-Nam . . . . .	January 3, 1951

# UNITED KINGDOM

## Air Transport Services

*Agreement amending the agreement of February 11, 1946,  
as amended.*

*Effectuated by exchange of notes*

*Signed at Washington October 17 and 30, 1956;  
Entered into force October 30, 1956.*

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

DEPARTMENT OF STATE  
WASHINGTON

*Oct 17 1956*

SIR:

I refer to the agreement between the Government of the United States and the Government of the United Kingdom of Great Britain and Northern Ireland relating to air services between their respective territories, signed at Bermuda on February 11,

TIAS 1507, 1640, 1946, and subsequent amendments, and inform you that in accordance with Article 8 thereof the Government of the United States proposes that United States Route 9 and United Kingdom Route 6 as specified in Section III of the Annex to the agreement be amended to read as follows:

(a) Annex	Section III (b):	Point of Departure	Intermediate Points	Destination in U.K.	Points Beyond territory
9. Miami	Havana			Points in the Bahamas	
		Palm Beach			
		Fort Lauderdale			
		Tampa			

(b) Annex	Section III (a):	Point of Departure	Intermediate Points	Destination in U.S. territory	Points Beyond
6. Points in the Bahamas	Havana			Miami Palm Beach Fort Lauderdale Tampa	

If the foregoing is agreeable to the Government of the United Kingdom of Great Britain and Northern Ireland, I suggest that this note and your reply thereto should constitute an exchange of notes, for which Article 8 of the Agreement provides.

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

HERBERT HOOVER, Jr.  
*Under Secretary*

The Honorable  
J. E. COULSON, C.M.G.,  
*British Charge d'Affaires ad interim*

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

BRITISH EMBASSY,  
WASHINGTON, D. C.  
*October 30th, 1956.*

Ref: 1384/160/56

Note No. 684

SIR,

I have the honour to refer to Mr. Hoover's Note dated the 17th of October, 1956, reading as follows:—

SIR:

I refer to the agreement between the Government of the United States and the Government of the United Kingdom of Great Britain and Northern Ireland relating to air services between their respective territories, signed at Bermuda on February 11, 1946, and subsequent amendments, and inform you that in accordance with Article 8 thereof the Government of the United States proposes that United States Route 9 and United Kingdom Route 6 as specified in Section III of the Annex to the agreement be amended to read as follows:

(a) Annex	Section III (b):			
Point of Departure	Intermediate Points	Destination in U.K.	Points Beyond territory	
(9) Miami	Havana	Points in the Bahamas		
	Palm Beach			
	Fort Lauderdale			
	Tampa			

(b) Annex	Section III (a)			
Point of Departure	Intermediate Points	Destination in U.S.	Points Beyond territory	
(6) Points in the Bahamas	Havana	Miami		
		Palm Beach		
		Fort Lauderdale		
		Tampa		

If the foregoing is agreeable to the Government of the United Kingdom of Great Britain and Northern Ireland, I suggest that this note and your reply thereto should constitute an exchange of notes, for which Article 8 of the Agreement provides.

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

*Under Secretary.*

2. I am pleased to inform you that the terms of Mr. Hoover's Note as stated above are agreeable to the Government of the United Kingdom, which regards Section III of the Annex to the aforementioned bilateral agreement relating to Air Services signed at Bermuda on the 11th of February, 1946, as amended accordingly.
3. I avail myself of this opportunity to renew to you the assurance of my highest consideration.

J. E. COULSON  
J. E. Coulson.

The Honourable JOHN FOSTER DULLES,  
*Secretary of State of the United States,*  
*Department of State,*  
*Washington, D.C.*

# CHINA

## Defense: Loan of Vessels and Small Craft

*Agreement amending the agreement of May 14, 1954, as amended.*

*Effectuated by exchange of notes*

*Dated at Taipei October 16 and 20, 1956;*

*Entered into force October 20, 1956.*

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*The American Embassy to the Chinese Ministry of Foreign Affairs*

No. 25

The Embassy of the United States of America presents its compliments to the Ministry of Foreign Affairs of the Republic of China, and has the honor to refer to the Embassy's note No. 59 of May 14, 1954, as amended by the Embassy's notes No. 17 of March 22, 1955, and No. 24 of June 18, 1955, on the subject of transfer of naval vessels to the Government of the Republic of China.

TIAS 2979.  
5 UST 892.

TIAS 3215, 3346.  
6 UST 750, 2973.

The Embassy wishes to inform the Ministry that the United States is now prepared to transfer three Landing Ships Medium on a loan basis to the Government of the Republic of China under Section 102 of the Mutual Security Act of 1954, as amended. In this respect it is the understanding of the Embassy that the annex to its note No. 59 of May 14, 1954, shall be further amended to include the following:

68 Stat. 833.  
22 U.S.C. § 1812.

Under the heading—

"Vessels designated for transfer to the Government of the Republic of China"—there shall be added:

"Three Landing Ships Medium (LSM):  
"Ex-USS 422, Ex-USS 471, Ex-USS 478."

It is proposed that if this understanding meets with the approval of the Government of the Republic of China, the present note and the Ministry's note in reply shall be considered as constituting an amendment to the annex of the Embassy's note No. 59 of May 14,

1954. The Embassy of the United States of America avails itself of this opportunity to renew to the Chinese Ministry of Foreign Affairs the assurances of its highest and most distinguished consideration.

**AMERICAN EMBASSY,**  
*Taipei, October 16, 1956.*

等由。

與外交部之復略即應認爲構成大使館一九五四年五月十四日第  
五十九號照會附件之修正。」

外交部茲代表中華民國政府對於上開之瞭解予以證實。  
相應略復查照爲荷。

中華民國四十五年十月二十日於台



年互助安全法案第一〇二節之規定，繼續將中型登陸艦參艘以借貸方式移交中華民國政府，依大使館對於此事之瞭解，認為大使館一九五四年五月十四日第五十九號照會之附件應再作如次之修正：

「在「指定移交中華民國政府之船艦」一款之後加敍一項登陸艦參艘，船身編號為EX-USS，四二二，EX-USS，四七一，

EX-USS I 四七八。」

「茲特建議：此項修改如蒙中華民國政府同意，則本節略

The Chinese Ministry of Foreign Affairs to the American Embassy

節略

011787

日第二十五號節略內稱：

外交部茲向美國大使館致意並聲述：頃准大使館本年十月十六

一、美國大使館茲向外交部致意並聲述：關於移交中華民國  
政府海軍船艦事，大使館一九五四年五月十四日第五十九號照

會及一九五五年三月二十二日第十七號暨一九五五年六月十八

日第二十四號修正前項文件之照會計均達。

一大使館茲奉告外交部：美國政府現根據修正之一九五四

*Translation*

No. Wat (45) Mei-1-11787

MEMORANDUM

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 Memorandum, No. 25, dated October 16, 1956, reading as follows:

"The Embassy of the United States of America presents its compliments to the Ministry of Foreign Affairs of the Republic of China, and has the honor to refer to the Embassy's Note No. 59 of May 14, 1954, as amended by the Embassy's Notes No. 17 of March 22, 1955, and No. 24 of June 18, 1955, on the subject of transfer of naval vessels to the Government of the Republic of China.

"The Embassy wishes to inform the Ministry that the United States is now prepared to transfer three Landing Ships Medium on a loan basis to the Government of the Republic of China under Section 102 of the Mutual Security Act of 1954, as amended. In this respect it is the understanding of the Embassy that the annex to its Note No. 59 of May 14, 1954, shall be further amended to include the following:

"Under the heading—

" 'Vessels designated for transfer to the Government of the Republic of China'—there shall be added:

" 'Three Landing Ships Medium (LSM)

" 'Ex-USS 422, Ex-USS 471, Ex-USS 478'

"It is proposed that if this understanding meets with the approval of the Government of the Republic of China, the present note and the Ministry's note in reply shall be considered as constituting an amendment to the annex of the Embassy's Note No. 59 of May 14, 1954."

In reply, the Ministry of Foreign Affairs has the honor to confirm the above understanding on behalf of the Government of the Republic of China.

[SEAL]

*Ministry of Foreign Affairs,  
Republic of China.*

*TAIPEI, October 20, 1956.*

# MULTILATERAL

## General Agreement on Tariffs and Trade

*Protocol of rectification to the French text of the agreement  
of October 30, 1947.*

*Dated at Geneva June 15, 1955;*

*Entered into force October 24, 1956, with respect to  
rectifications of Parts II and III of the General Agreement.*

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## GENERAL AGREEMENT ON TARIFFS AND TRADE ACCORD GÉNÉRAL SUR LES TARIFS DOUANIERS ET LE COMMERCE

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### PROTOCOL

OF RECTIFICATION TO THE FRENCH TEXT OF  
THE GENERAL AGREEMENT ON TARIFFS AND TRADE

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### PROTOCOLE

DE RECTIFICATION DU TEXTE FRANCAIS  
DE L'ACCORD GÉNÉRAL SUR LES TARIFS DOUANIERS  
ET LE COMMERCE

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15 June 1955

Geneva

(2943)

TIAS 3677

**PROTOCOL**

**OF RECTIFICATION TO THE  
FRENCH TEXT OF THE  
GENERAL AGREEMENT ON  
TARIFFS AND TRADE**

TIAS 1700.  
61 Stat., pts. 5 and 6.

The Governments which are contracting parties to the General Agreement on Tariffs and Trade (hereinafter referred to as "The General Agreement"),

HAVING noted that certain rectifications should be made to the French text of the General Agreement,

HEREBY AGREE as follows:

I. The following rectifications [<sup>1</sup>] shall be made in the French text of the General Agreement:

**PROTOCOLE**

**DE RECTIFICATION DU  
TEXTE FRANCAIS DE L'AC-  
CORD GENERAL SUR LES  
TARIFS DOUANIERS ET LE  
COMMERCE**

Les gouvernements qui sont parties à l'Accord général sur les Tarifs douaniers et le Commerce (ci-après dénommé "l'Accord général"),

AYANT constaté qu'il y avait lieu d'apporter des rectifications au texte français de l'Accord général,

SONT CONVENUS de ce qui suit:

I. Les rectifications suivantes seront apportées au texte français de l'Accord général:

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<sup>1</sup> For the English language translation of the French text following, see *post*, p. 2964.

1) Le mot "dans" sera remplacé par le mot "sur" dans les expressions "importation dans le territoire", "importation dans ce territoire", "importé dans le territoire" et "les importations de ce produit dans son territoire" qui figurent respectivement aux alinéas b) et c) du paragraphe premier de l'article II; à l'alinéa c) du paragraphe premier de l'article II; aux paragraphes 3, 4 et 5 de l'article VI et aux alinéas a) et b) du paragraphe premier de l'article XIX; à l'article XVI.

2) Au paragraphe 4 de l'article premier, à l'alinéa a) du paragraphe premier et aux paragraphes 4, 5 et 7 de l'article II ainsi qu'à l'article XXVII, les mots "jointe", "qui est jointe" et "jointes" seront remplacés, selon le cas, par le mot "annexée" ou par le mot "annexées".

3) Au paragraphe 2 de l'article premier, au paragraphe 2 de l'article XIX, à l'alinéa b) du paragraphe 3, au paragraphe 10 de l'article XXIV et à l'annexe I, dans la note 3 relative au paragraphe premier de l'article XVII, les mots "à condition" seront remplacés par les mots "à la condition".

4) A la deuxième phrase du paragraphe premier de l'article premier, les mots "qui frappent les importations ou les exportations ou qui sont perçus à l'occasion d'importations ou d'exportations ainsi que ceux qui frappent les transferts internationaux de fonds destinés à régler les importations ou les exportations" seront remplacés par les mots "perçus à l'importation ou à l'exportation ou à l'occasion de l'importation ou de l'exportation ainsi que ceux qui frappent les transferts internationaux de fonds effectués en règlement des importations ou des exportations".

5) A l'alinéa b) du paragraphe 2 de l'article premier, les mots "dans les Annexes B, C et D" seront remplacés par les mots "aux annexes B, C et D".

6) Dans la première phrase de l'alinéa b) du paragraphe premier de l'article II, les mots "dans la première Partie de la liste relative à l'une des parties contractantes" et "qui sont des produits du territoire des autres parties contractantes" seront remplacés respectivement par les mots "repris dans la première partie de la liste d'une partie contractante" et "qui sont les produits du territoire d'autres parties contractantes".

7) Dans la première phrase de l'alinéa c) du paragraphe premier de l'article II, les mots "dans la deuxième Partie de la liste relative à l'une des parties contractantes" seront remplacés par les mots "dans la deuxième partie de la liste d'une partie contractante".

8) Dans la dernière phrase de l'alinéa c) du paragraphe premier de l'article II, les mots "admission des produits au bénéfice des

taux préférentiels" seront remplacés par les mots "admission de produits au bénéfice de taux préférentiels".

9) Au paragraphe 2 de l'article II, le mot "quelconque" sera supprimé.

10) A l'alinéa a) du paragraphe 2 de l'article II, le mot "équivalente" sera remplacé par le mot "équivalent".

11) A l'alinéa b) du paragraphe 2 de l'article II, les mots "un droit antidumping ou compensateur" seront remplacés par les mots "un droit antidumping ou un droit compensateur".

12) A l'alinéa c) du paragraphe 2 de l'article II, le mot "proportionnels" sera remplacé par le mot "correspondant".

13) Au paragraphe 3 de l'article II, les mots "de façon à amoindrir la valeur des concessions reprises dans la liste correspondante jointe au présent Accord" seront remplacés par les mots "d'une manière telle que la valeur des concessions reprises dans la liste correspondante annexée au présent Accord s'en trouverait amoindrie".

14) Dans la première phrase du paragraphe 4 de l'article II, les mots "l'une des parties contractantes" seront remplacés par les mots "une partie contractante".

15) Au paragraphe 5 de l'article II, les mots "ne bénéficie pas, de la part d'une autre partie contractante, du traitement qu'elle croit découlant" seront remplacés par les mots "ne reçoit pas d'une autre partie contractante le traitement qu'elle croit résulter".

16) Dans la première et la deuxième phrase du paragraphe 2 de l'article III, les mots "de taxes ou d'autres impositions intérieures" seront remplacés par les mots "de taxes ou autres impositions intérieures".

17) Au paragraphe 3 de l'article III, les mots "la partie contractante qui applique la taxe sera libre" seront remplacés par les mots "il sera loisible à la partie contractante qui applique la taxe".

18) Au paragraphe 9 de l'article III, les mots "s'ils se conforment" seront remplacés par les mots "s'il se conforme".

19) Le titre de l'article VI aura la teneur suivante: "Droits antidumping et droits compensateurs".

20) Au paragraphe 4 de l'article VI, les mots "à des droits antidumping ou compensateurs" seront remplacés par les mots "à des droits antidumping ou à des droits compensateurs".

21) Aux paragraphes premier et 5 de l'article VII, le mot "basées" sera remplacé par le mot "fondés".

22) A l'alinéa b) du paragraphe 2 de l'article VII, les mots "prix considéré" seront remplacés par les mots "prix à prendre en considération".

23) A l'alinéa c) du paragraphe 2 de l'article VII, le mot "basée" sera remplacé par le mot "fondée".

24) Au paragraphe 3 de l'article VII, les mots "aucun impôt ou taxe intérieurs exigibles" seront remplacés par les mots "aucune taxe intérieure exigible".

25) A l'alinéa c) du paragraphe 4 de l'article VII, les mots "taux multiples de change" seront remplacés par les mots "taux de change multiples".

26) Au paragraphe 4 de l'article VIII, le mot "condition" sera, dans les deux cas, remplacé par le mot "prescriptions".

27) La dernière phrase du paragraphe premier de l'article X aura la teneur suivante: 'Les dispositions du présent paragraphe n'obligeront pas une partie contractante à révéler des renseignements confidentiels dont la divulgation ferait obstacle à l'application des lois, serait contraire à l'intérêt public ou porterait préjudice aux intérêts commerciaux légitimes d'entreprises publiques ou privées".

28) Au paragraphe 2 de l'article X, les mots "un relèvement d'un droit" seront remplacés par les mots "le relèvement d'un droit".

29) Dans la première phrase de l'alinéa b) du paragraphe 3 de l'article X, les mots "ayant pour but notamment" seront remplacés par les mots "afin, notamment,".

30) A l'alinéa c) du paragraphe 2 de l'article XI, les mots "de tout produit agricole ou produit des pêcheries, quelle que soit la forme sous laquelle ces produits sont importés," seront remplacés par les mots "de tout produit de l'agriculture ou des pêches, quelle que soit la forme sous laquelle ce produit est importé,".

31) Au sous-alinéa ii) de l'alinéa c) du paragraphe 2 de l'article XI, le mot "celui" sera inséré avant les mots "d'un produit national".

32) Les deux dernières phrases du paragraphe 2 de l'article XI auront la teneur suivante: "De plus, les restrictions appliquées conformément au sous-alinéa i) ci-dessus ne devront pas avoir pour effet d'abaisser le rapport entre le total des importations et le total de la production nationale au-dessous de celui que l'on pourrait raisonnablement s'attendre à voir s'établir en l'absence de restrictions. En déterminant ce qu'il serait en l'absence de restrictions, la partie contractante tiendra dûment compte de la proportion ou du rapport qui existait au cours d'une période de référence antérieure et de tous facteurs spéciaux qui ont pu ou qui peuvent affecter le commerce du produit en cause."

33) A l'alinéa a) du paragraphe 2 de l'article XIII, les mots "au paragraphe 3 b)" seront remplacés par les mots "à l'alinéa b) du paragraphe 3".

34) A l'alinéa d) du paragraphe 2 de l'article XIII, les mots "qui ont pu ou peuvent affecter" seront remplacés par les mots "qui ont pu ou qui peuvent affecter".

35) A l'alinéa a) du paragraphe 3 de l'article XIII, les mots "qui applique la restriction" seront remplacés par les mots "qui applique une restriction".

36) Dans la deuxième phrase de l'alinéa b) du paragraphe 3 de l'article XIII, le mot "quelconque" sera supprimé et les mots "a été" seront remplacés par le mot "est".

37) Dans la première phrase du paragraphe 4 de l'article XIII, les mots "au paragraphe 2 d)" et "au paragraphe 2 c)" seront remplacés respectivement par les mots "à l'alinéa d) du paragraphe 2" et "à l'alinéa c) du paragraphe 2".

38) La deuxième phrase du paragraphe 4 de l'article XIII aura la teneur suivante: "Toutefois, ladite partie contractante, à la requête de toute autre partie contractante ayant un intérêt substantiel à la fourniture de ce produit ou à la requête des PARTIES CONTRACTANTES, entrera sans tarder en consultations avec l'autre partie contractante ou avec les PARTIES CONTRACTANTES au sujet de la nécessité de reviser le pourcentage alloué ou la période de référence, d'apprécier à nouveau les facteurs spéciaux qui entrent en ligne de compte, ou de supprimer les conditions, formalités ou autres dispositions prescrites de façon unilatérale et qui concernent l'attribution d'un contingent approprié ou son utilisation sans restriction."

39) Dans le titre de l'article XV, le mot "Accords" sera remplacé par le mot "Dispositions".

40) A la première phrase du paragraphe 2 de l'article XV, les mots "systèmes et accords de change" seront remplacés par les mots "dispositions en matière de change".

41) Dans la dernière phrase du paragraphe 2 de l'article XV, les mots "au paragraphe 2 a)" seront remplacés par les mots "à l'alinéa a) du paragraphe 2".

42) Au paragraphe 4 de l'article XV, les mots "des objectifs envisagés par le présent Accord" et "des objectifs envisagés par les Statuts du Fonds monétaire international" seront remplacés respectivement par les mots "de l'objectif des dispositions du présent Accord" et "de l'objectif des dispositions des Statuts du Fonds monétaire international".

43) A l'alinéa b) du paragraphe 9 de l'article XV, les mots "de rendre efficaces les mesures" seront remplacés par les mots "d'assurer l'application des mesures".

44) Dans la première phrase de l'article XVI, le mot "quelconque" sera supprimé.

45) Dans la deuxième phrase de l'article XVI, les mots "qui l'a accordée" seront remplacés par les mots "qui l'accorde".

46) Dans la deuxième phrase de l'article XVI, les mots "lorsqu'elle en sera requise, avec la ou les autres parties contractantes" seront remplacés par les mots "lorsqu'elle y sera invitée, avec l'autre partie contractante ou les autres parties contractantes".

47) A l'alinéa a) du paragraphe premier de l'article XVII, les mots "Chaque partie contractante qui fonde ou maintient une entreprise d'Etat, en quelque lieu que ce soit, ou qui accorde, en droit ou en fait, à une entreprise des priviléges exclusifs ou spéciaux s'engage à ce que cette entreprise se conforme," seront remplacés par les mots "Chaque partie contractante s'engage à ce que, si elle fonde ou maintient une entreprise d'Etat, en quelque lieu que ce soit, ou si elle accorde à une entreprise, en droit ou en fait, des priviléges exclusifs ou spéciaux, cette entreprise se conforme,".

48) Le titre de l'article XIX aura la teneur suivante: "Mesures d'urgence concernant l'importation de produits particuliers".

49) A l'alinéa a) du paragraphe premier de l'article XIX, les mots "qu'il porte ou menace de porter un préjudice sérieux aux producteurs nationaux de produits similaires ou directement concurrents, il sera loisible à cette partie contractante, dans la mesure et pendant le temps qui pourront être nécessaires pour prévenir ou réparer ce préjudice, de suspendre, en totalité ou en partie, l'engagement pris à l'égard de ce produit, de retirer ou de modifier la concession." seront remplacés par les mots "qu'il porte ou menace de porter un préjudice grave aux producteurs nationaux de produits similaires ou de produits directement concurrents, cette partie contractante aura la faculté, en ce qui concerne ce produit, dans la mesure et pendant le temps qui pourront être nécessaires pour prévenir ou réparer ce préjudice, de suspendre l'engagement en totalité ou en partie, de retirer ou de modifier la concession."

50) A l'alinéa b) du paragraphe premier de l'article XIX, les mots "une concession sur une préférence", "préjudice sérieux", "établis dans le territoire", "qui sera alors libre de suspendre, en tout ou en partie, l'engagement pris de retirer ou de modifier la concession, dans la mesure et pendant le temps qui pourraient être nécessaires" seront remplacés respectivement par les mots "une concession relative à une préférence", "préjudice grave",

“établis sur le territoire” et “qui aura alors la faculté, en ce qui concerne ce produit, de suspendre l’engagement en totalité ou en partie, de retirer ou de modifier la concession, dans la mesure et pendant le temps qui pourront être nécessaires”.

51) Au paragraphe 2 de l’article XIX, les mots “ne prennent les mesures prévues en application”, “le plus longtemps possible d’avance”, “à toutes les autres parties contractantes”, “à propos d’une concession” et “que cette consultation ait lieu” seront remplacés respectivement par les mots “ne prennent des mesures en conformité”, “le plus longtemps possible à l’avance”, “aux parties contractantes”, “dans le cas d’une concession” et “que les consultations aient lieu”.

52) Dans la première phrase de l’alinéa a) du paragraphe 3 de l’article XIX, les mots “n’arrivent pas à s’entendre au sujet de ces mesures, rien n’empêchera la partie contractante qui désire prendre ces mesures ou en continuer l’application d’agir dans ce sens” seront remplacés par les mots “n’arrivent pas à un accord au sujet de ces mesures, la partie contractante qui se propose de les prendre ou de les maintenir en application aura la faculté d’agir en ce sens”.

53) Dans la deuxième phrase de l’alinéa a) du paragraphe 3 de l’article XIX, les mots “Dans ce cas, il sera loisible aux parties contractantes que ces mesures léseraient de suspendre, dans un délai de quatre-vingt-dix jours à compter de leur application, et moyennant un préavis de trente jours adressé aux PARTIES CONTRACTANTES, l’application au commerce de la partie contractante qui a pris ces mesures, ou, dans le cas envisagé au paragraphe 1 b) du présent article, au commerce de la partie contractante qui a demandé que ces mesures fussent prises” seront remplacés par les mots “Si cette partie contractante exerce cette faculté, il sera loisible aux parties contractantes que ces mesures léseraient de suspendre, dans un délai de quatre-vingt-dix jours à compter de leur application et à l’expiration d’un délai de trente jours à compter de celui où les PARTIES CONTRACTANTES auront reçu un préavis écrit, l’application au commerce de la partie contractante qui aura pris ces mesures ou, dans le cas envisagé à l’alinéa b) du paragraphe premier du présent article, au commerce de la partie contractante qui aura demandé que ces mesures soient prises”.

54) Dans la deuxième phrase de l’alinéa a) du paragraphe 3 de l’article XIX, les mots “sensiblement équivalentes qui résultent du présent Accord et dont la suspension ne donne lieu” seront remplacés par les mots “substantiellement équivalentes qui

résultent du présent Accord et dont la suspension ne donnera lieu".

55) A l'alinéa b) du paragraphe 3 de l'article XIX, les mots "si des mesures, sans consultation préalable, prises en vertu du paragraphe 2 du présent article, portent ou menacent de porter un préjudice grave aux producteurs nationaux de produits affectés par elles, sur le territoire d'une partie contractante, il sera loisible à cette partie contractante, lorsque tout délai à cet égard entraînerait un préjudice difficilement réparable, de suspendre, dès la mise en application de ces mesures et pendant la période de cette consultation" seront remplacés par les mots "si des mesures prises en vertu du paragraphe 2 du présent article, sans consultation préalable, portent ou menacent de porter un préjudice grave aux producteurs nationaux de produits affectés par elles, sur le territoire d'une partie contractante, cette partie contractante aura la faculté, lorsque tout délai à cet égard entraînerait un préjudice difficilement réparable, de suspendre, dès la mise en application de ces mesures et pendant toute la durée des consultations".

56) A l'alinéa i) du paragraphe b) de l'article XXI, les mots "désintégrables" et "servant à la fabrication de celle-ci" seront remplacés respectivement par les mots "fissiles" et "qui servent à leur fabrication".

57) A l'alinéa ii) du paragraphe b) de l'article XXI, les mots "trafic des armes, munitions et matériel de guerre" seront remplacés par les mots "trafic d'armes, de munitions et de matériel de guerre".

58) Dans la première phrase du paragraphe premier de l'article XXIII, le mot "quelconque" sera supprimé dans les deux cas et les mots "se trouverait annulé ou compromis, ou que l'un des objectifs de l'Accord serait compromis" seront remplacés par les mots "se trouve annulé ou compromis, ou que la réalisation de l'un des objectifs de l'Accord est compromise".

59) Au paragraphe 2 de l'article XXIII, les mots "au paragraphe 1 c)" seront remplacés par les mots "à l'alinéa c) du paragraphe premier".

60) Au paragraphe premier de l'article XXIV, les mots "une partie à l'Accord", "de cet Accord" et "établissant des droits" seront remplacés respectivement par les mots "partie contractante", "du présent Accord" et "créant des droits".

61) Au paragraphe 2 de l'article XXIV, les mots "tout territoire pour lequel des tarifs douaniers distincts ou autres réglementations applicables aux échanges commerciaux sont maintenus à l'égard d'autres territoires pour une partie substantielle du commerce du

territoire en question" seront remplacés par les mots "tout territoire pour lequel un tarif douanier distinct ou d'autres réglementations commerciales distinctes sont appliquées pour une part substantielle de son commerce avec les autres territoires".

62) Au premier alinéa du paragraphe 5 de l'article XXIV, les mots "ne s'opposeront pas", "à la formation" et "pour la formation" seront remplacés respectivement par les mots "ne feront pas obstacle", "à l'établissement" et "pour l'établissement" et les mots "à l'établissement" et "que" seront supprimés.

63) A l'alinéa a) du paragraphe 5 de l'article XXIV, le mot "que" sera inséré après la littéra a) et les mots "en vue de la formation", "établis lors de la formation", "ni les réglementations des échanges commerciaux plus rigoureuses que ne l'étaient les droits et les réglementations applicables aux échanges commerciaux dans les territoires constitutifs de cette union avant la formation d'une telle union ou la conclusion d'un tel accord" seront remplacés respectivement par les mots "en vue de l'établissement", "appliqués lors de l'établissement", "ni les autres réglementations commerciales plus rigoureuses que ne l'étaient les droits et les réglementations commerciales en vigueur dans les territoires constitutifs de cette union avant l'établissement de l'union ou la conclusion de l'accord".

64) A l'alinéa b) du paragraphe 5 de l'article XXIV, le mot "que" sera inséré après la littéra b) et les mots "en vue de la formation", "en ce qui concerne le commerce", "lors de la formation" et "les autres réglementations des échanges commerciaux plus rigoureuses que les droits et réglementations correspondants existant dans les mêmes territoires avant la formation de cette zone" seront remplacés respectivement par les mots "en vue de l'établissement", "applicables au commerce", "lors de l'établissement de la zone" et "les autres réglementations commerciales plus rigoureuses que ne l'étaient les droits et réglementations correspondants en vigueur dans les mêmes territoires avant l'établissement de la zone".

65) A l'alinéa c) du paragraphe 5 de l'article XXIV, les mots "sous réserve" seront supprimés et les mots "pour la formation d'une telle union douanière ou l'établissement d'une telle zone de libre-échange, dans un délai raisonnable" seront remplacés par les mots "pour l'établissement, dans un délai raisonnable, de l'union douanière ou de la zone de libre-échange".

66) Dans la deuxième phrase du paragraphe 6 de l'article XXIV, les mots "on tiendra dûment compte de la compensation qu'auraient déjà apportée les réductions du droit correspondant par les autres territoires constitutifs de l'union" seront remplacés par les

mots "il sera dûment tenu compte de la compensation qui résulterait déjà des réductions apportées au droit correspondant des autres territoires constitutifs de l'union".

67) A l'alinéa a) du paragraphe 7 de l'article XXIV, le mot "décidant" sera remplacé par "qui décide".

68) Dans la première phrase de l'alinéa b) du paragraphe 7 de l'article XXIV, les mots "et avoir tenu dûment compte des renseignements fournis aux termes de l'alinéa a), les PARTIES CONTRACTANTES constatent que l'accord n'est pas susceptible d'aboutir à une union douanière ou à l'établissement d'une zone de libre-échange dans les délais envisagés par les parties à l'accord ou que ces délais ne sont pas des délais raisonnables, elles feront des recommandations aux parties à l'accord" seront remplacés par les mots "et après avoir dûment tenu compte des renseignements fournis conformément à l'alinéa a), les PARTIES CONTRACTANTES arrivent à la conclusion que l'accord n'est pas de nature à conduire à l'établissement d'une union douanière ou d'une zone de libre-échange dans les délais envisagés par les parties à l'accord ou que ces délais ne sont pas raisonnables, elles adresseront des recommandations aux parties à l'accord".

69) Dans la dernière phrase de l'alinéa b) du paragraphe 7 de l'article XXIV, les mots "ne maintiendront pas ou ne mettront pas en vigueur, selon le cas, un tel accord si elles ne sont pas disposées à le modifier en tenant compte de ces recommandations" seront remplacés par les mots "ne maintiendront pas l'accord ou ne le mettront pas en vigueur, selon le cas, si elles ne sont pas disposées à le modifier conformément à ces recommandations".

70) A l'alinéa c) du paragraphe 7 de l'article XXIV, les mots "qui pourront demander aux parties contractantes intéressées d'entrer en consultation avec elles, si la modification semble susceptible de compromettre ou de retarder indûment la formation de l'union douanière ou l'établissement de la zone de libre-échange" seront remplacés par les mots "qui pourront demander aux parties contractantes en cause d'entrer en consultations avec elles, si la modification semble devoir compromettre ou retarder indûment l'établissement de l'union douanière ou de la zone de libre-échange".

71) A l'alinéa a) du paragraphe 8 de l'article XXIV, les mots "de telle sorte que" seront remplacés par les mots "lorsque cette substitution a pour conséquence".

72) Au sous-alinéa i) de l'alinéa a) du paragraphe 8 de l'article XXIV, le mot "que" sera inséré après la littera i) et les mots "et autres réglementations restrictives des échanges commerciaux" et

“soient” seront remplacés respectivement par les mots “et les autres réglementations commerciales restrictives” et “sont”.

73) Au sous-alinéa ii) de l’alinéa a) du paragraphe 8 de l’article XXIV, les mots “et, sous réserve des dispositions du paragraphe 9, que des droits de douane et autres réglementations identiques en substance soient appliqués, par chacun des membres de l’union, au commerce avec les territoires qui ne sont pas compris dans celle-ci” seront remplacés par les mots “et que, sous réserve des dispositions du paragraphe 9, les droits de douane et les autres réglementations appliqués par chacun des membres de l’union au commerce avec les territoires qui ne sont pas compris dans celle-ci sont identiques en substance”.

74) A l’alinéa b) du paragraphe 8 de l’article XXIV, les mots “réglementations restrictives des échanges commerciaux” seront remplacés par les mots “réglementations commerciales restrictives”.

75) Au paragraphe 9 de l’article XXIV, les mots “par la formation d’une union douanière ou l’établissement d’une zone de libre-échange” seront remplacés par les mots “par l’établissement d’une union douanière ou d’une zone de libre-échange”.

76) Au paragraphe 10 de l’article XXIV, les mots “qu’elles visent à la formation d’une union douanière ou à l’établissement d’une zone de libre-échange” seront remplacés par les mots “qu’elles conduisent à l’établissement d’une union douanière ou d’une zone de libre-échange”.

77) Au paragraphe 11 de l’article XXIV, les mots “conviennent que les dispositions du présent Accord n’empêchent pas ces deux pays de conclure des accords particuliers” seront remplacés par les mots “sont convenues que les dispositions du présent Accord n’empêcheront pas ces deux pays de conclure des accords spéciaux”.

78) Au paragraphe 12 de l’article XXIV, les mots “pour que les autorités gouvernementales ou administratives, régionales ou locales, de son territoire” seront remplacés par les mots “pour que, sur son territoire, les gouvernements ou administrations régionaux ou locaux”.

79) Le titre de l’article XXVII aura la teneur suivante: “Suspension ou retrait de concessions”.

80) A l’article XXVII, les mots “en tout ou en partie” seront remplacés par les mots “en totalité ou en partie”.

81) A l’article XXXI, les mots “d’une entière autonomie” seront remplacés par les mots “d’une autonomie complète”.

82) Au paragraphe 2 de l’article XXXII, les mots “de cet article” seront remplacés par les mots “dudit article”.

83) Le titre de l'article XXXIII aura la teneur suivante: "Accession".

84) A l'article XXXIV, les mots "Les annexes au présent Accord" seront remplacés par les mots "Les annexes du présent Accord".

85) Dans le titre de l'annexe A, les mots "AU PARAGRAPHE 2 a)" seront remplacés par les mots "A L'ALINEA a) DU PARAGRAPHE 2".

86) Dans le deuxième paragraphe de l'annexe A, après la liste des territoires, les mots "d'un impôt intérieur" seront remplacés par les mots "d'une taxe intérieure".

87) Dans la deuxième phrase du troisième paragraphe de l'annexe A, après la liste des territoires, les mots "par application" seront remplacés par les mots "en application".

88) Dans le titre de l'annexe B, mots "AU PARAGRAPHE 2 b)" seront remplacés par les mots "A L'ALINEA b) DU PARAGRAPHE 2".

89) Dans le titre de l'annexe C, les mots "AU PARAGRAPHE 2 b)" seront remplacés par les mots "A L'ALINEA b) DU PARAGRAPHE 2".

90) Dans le titre de l'annexe D, les mots "AU PARAGRAPHE 2 b)" seront remplacés par les mots "A L'ALINEA b) DU PARAGRAPHE 2".

91) A l'annexe I, dans la note relative au paragraphe premier de l'article premier, le mot "rentrant" sera remplacé par le mot "entrant".

92) A l'annexe I, dans le premier paragraphe de la note relative au paragraphe 4 de l'article premier, les mots "appliqué" et "de la proportion" seront remplacés respectivement par les mots "applicable" et "du rapport".

93) A l'annexe I, dans le deuxième paragraphe de la note relative au paragraphe 4 de l'article premier, le mot "particulier" sera supprimé et les mots "règles de procédure uniformes et bien établies", "de ce taux à ce produit", "aurait été temporairement suspendue à la date du 10 avril 1947" et "qu'un tel produit" seront remplacés respectivement par les mots "procédures uniformes établies", "de ce taux", "aurait été, à la date du 10 avril 1947, temporairement suspendue" et "que ce produit".

94) A l'annexe I, au premier paragraphe des notes relatives à l'article III, les mots "taxe intérieure ou autre imposition intérieure", "visée" et "une taxe intérieure ou une autre imposition intérieure" seront remplacés respectivement par les mots "taxe ou

autre imposition intérieure", "visées" et "une taxe ou autre imposition intérieure".

95) A l'annexe I, dans la note relative au paragraphe premier de l'article III, les mots "les autorités gouvernementales ou administratives locales", "aux autorités visées ci-dessus", "les autorités locales intéressées" et "ces autorités locales" seront remplacés respectivement par les mots "les gouvernements ou administrations locaux", "aux gouvernements locaux", "les gouvernements ou administrations locaux intéressés" et "ces gouvernements ou administrations locaux".

96) A l'annexe I, dans la note relative au paragraphe 5 de l'article III, la première phrase aura la teneur suivante: "Une réglementation compatible avec les dispositions de la première phrase du paragraphe 5 ne sera pas considérée comme contrevenant aux dispositions de la deuxième phrase si le pays qui l'applique produit en quantités substantielles tous les produits qui y sont soumis".

97) A l'annexe I, dans la note relative au paragraphe 5 de l'article V, les mots "le long du" seront remplacés par les mots "par le".

98) A l'annexe I, dans la note 1 relative aux paragraphes 2 et 3 de l'article VI, le mot "caution" sera remplacé par le mot "cautionnement" et les mots "de droits" seront insérés avant le mot "compensateurs".

99) A l'annexe I, dans la note 2 relative aux paragraphes 2 et 3 de l'article VI, les mots "changes multiples" seront, dans les deux cas, remplacés par les mots "taux de change multiples" et les mots "des gouvernements" seront remplacés par les mots "de gouvernements".

100) A l'annexe I, dans la note relative au paragraphe 4 de l'article XIII, les mots "relative aux" et "à propos du" seront remplacés respectivement par les mots "qui concerne les" et "relative au".

101) A l'annexe I, dans la note relative au paragraphe 4 de l'article XV, les mots "contrôle sur les changes", "de l'esprit de celui-ci" et "ou de l'article XIII" seront remplacés respectivement par les mots "contrôle des changes", "de son esprit" et "ou celles de l'article XIII".

102) A l'annexe I, dans la note relative à l'alinéa a) du paragraphe premier de l'article XVII, les mots "d'assurer certaines normes" seront remplacés par les mots "d'assurer le respect de certaines normes".

103) A l'annexe I, dans la note relative au paragraphe 9 de l'article XXIV, les mots "que les dispositions de l'article premier exigeront que, lorsqu'un produit qui a été importé dans le territoire d'un membre d'une union douanière ou d'une zone de libre-échange à un taux préférentiel est réexporté vers le territoire d'un autre membre de cette union ou de cette zone, ce dernier membre percevra" et les mots "le plus élevé" seront remplacés respectivement par les mots "que, vu les dispositions de l'article premier, lorsqu'un produit qui a été importé sur le territoire d'un membre d'une union douanière ou d'une zone de libre-échange à un taux préférentiel est réexporté vers le territoire d'un autre membre de cette union ou de cette zone, ce dernier membre doit percevoir" et par les mots "plus élevé".

II. This Protocol shall be deposited with the Executive Secretary to the CONTRACTING PARTIES to the General Agreement and, after the entry into force of the Agreement on the Organization for Trade Cooperation, with the Director-General of that Organization.

III. It shall be open for signature by the contracting parties to the General Agreement [<sup>1</sup>] until 15 November 1955; *Provided* that the period during which this Protocol may be signed may in respect of any contracting party, by a decision of the CONTRACTING PARTIES, be extended beyond that date.

IV. The Executive Secretary to the CONTRACTING PARTIES to the General Agreement, or the Director-General of the Organization, as the case may be, shall promptly furnish a certified copy of this Protocol, and a notification of each signature thereto, to each contracting party to the General Agreement.

II. Le présent Protocole sera déposé auprès du Secrétaire exécutif des PARTIES CONTRACTANTES à l'Accord général; après l'entrée en vigueur de l'Accord instituant l'Organisation de Coopération commerciale, il sera déposé auprès du Directeur général de l'Organisation.

III. Le présent Protocole sera ouvert à la signature des parties contractantes à l'Accord général jusqu'au 15 novembre 1955; toutefois, la période pendant laquelle les parties contractantes auront la faculté de signer le présent Protocole pourra, dans le cas de toute partie contractante, être prorogée au-delà de cette date par décision des PARTIES CONTRACTANTES.

IV. Le Secrétaire exécutif des PARTIES CONTRACTANTES à l'Accord général ou le Directeur général de l'Organisation, selon le cas, adressera promptement à chaque partie contractante à l'Accord général, copie certifiée conforme du présent Protocole; il lui notifiera promptement chaque signature qui y sera apposée.

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<sup>1</sup> In addition to the contracting parties indicated on pp. 2960 to 2963, the protocol was signed for Japan on Oct. 24, 1956, its accession to the General Agreement having become effective on Sept. 10, 1955, pursuant to the protocol dated at Geneva June 7, 1955 (TIAS 3438; 6 UST 5833).

V. Signature of this Protocol in accordance with paragraphe III of this Protocol shall be deemed to constitute acceptance of the rectifications set forth in paragraph I, which shall enter into force [¹] in accordance with the provisions of Article XXX of the General Agreement.

VI. The Secretary-General of the United Nations is authorized to register this Protocol in accordance with Article 102 of the Charter of the United Nations.

IN WITNESS WHEREOF the respective representatives, duly authorized, have signed the present Protocol.

DONE at Geneva, in a single copy, in the English and French languages, both texts authentic, this fifteenth day of June one thousand nine hundred and fifty-five.

V. La signature du présent Protocole, conformément au paragraphe III du présent Protocole, sera réputée constituer une acceptation des rectifications qui figurent au paragraphe premier et qui entreront en vigueur conformément aux dispositions de l'article XXX de l'Accord général.

VI. Le Secrétaire général des Nations Unies est autorisé à enregistrer le présent Protocole conformément aux dispositions de l'article 102 de la Charte des Nations Unies.

EN FOI DE QUOI, les représentants dûment autorisés, ont signé le présent Protocole.

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

TS 993.  
59 Stat. 1052.

<sup>1</sup> Oct. 24, 1956, with respect to the rectifications which relate to Parts II and III of the General Agreement. The rectifications which relate to Part I of the General Agreement will enter into force when they have been accepted by all the contracting parties to the General Agreement.

For the Commonwealth of Australia [¹]	Pour le Commonwealth d'Australie
For the Republic of Austria [²]	Pour la République d'Autriche
For the Kingdom of Belgium [³]	Pour le Royaume de Belgique
For the United States of Brazil	Pour les Etats-Unis du Brésil
For the Union of Burma [⁴]	Pour l'Union Birmane
For Canada	Pour le Canada
	L. D. WILGRESS 23 June 1955
For Ceylon	Pour Ceylan
For the Republic of Chile	Pour la République du Chili
	F. GARCIA OLDINI 25-VII-55 ad-ref.
For the Republic of Cuba [⁵]	Pour la République de Cuba
For the Czechoslovak Republic [⁶]	Pour la République Tchécoslovaque

<sup>1</sup> Signed Feb. 17, 1956.

<sup>2</sup> Signed Oct. 12, 1956, subject to ratification.

<sup>3</sup> Signed Feb. 16, 1956, subject to ratification.

<sup>4</sup> Signed Nov. 1, 1955.

<sup>5</sup> Signed Nov. 15, 1955.

<sup>6</sup> Signed Mar. 1, 1956.

On Sept. 29, 1951, the United States gave notice that it was invoking its rights under the declaration adopted by the contracting parties to the General Agreement on Tariffs and Trade on Sept. 27, 1951, and was suspending, effective immediately and until further notice, the obligations of the United States with respect to Czechoslovakia under the General Agreement.

For the Kingdom  
of Denmark

Pour le Royaume  
de Danemark

H. E. KASTOFT.  
13 July 1955.

For the Dominican  
Republic [¹]

Pour la République  
Dominicaine

For the Republic  
of Finland [²]

Pour la République  
de Finlande

For the French  
Republic

Pour la République  
Française

F. DONNE  
30 Juin 1955

For the Federal Republic  
of Germany

Pour la République  
Fédérale d'Alle-  
magne

HAGEMANN ad referendum  
20. July 1955

For the Kingdom  
of Greece [³]

Pour le Royaume  
de Grèce

For the Republic  
of Haiti [⁴]

Pour la République  
d'Haiti

For India [¹]

Pour l'Inde

For the Republic  
of Indonesia

Pour la République  
d'Indonésie

A. Y. HELMI. 23-VII-1955.

For the Republic  
of Italy

Pour la République  
d'Italie

NOTARANGELI 26.VII.1955

<sup>¹</sup> Signed Nov. 10, 1955.

<sup>²</sup> Signed Nov. 3, 1955.

<sup>³</sup> Signed Nov. 7, 1955.

<sup>⁴</sup> Signed Nov. 15, 1955.

For the Grand-Duchy  
of Luxemburg [1]

Pour le Grand-Duché  
de Luxembourg

For the Kingdom of  
the Netherlands [2]

Pour le Royaume  
des Pays-Bas

For New Zealand [3]

Pour la Nouvelle-Zélande

For the Republic  
of Nicaragua

Pour la République  
de Nicaragua

For the Kingdom  
of Norway

Pour le Royaume  
de Norvège

**PAUL KOHT**

30th June 1955

For Pakistan

Pour le Pakistan

**S. OSMAN ALI**

13th July 55.

For Peru

Pour le Pérou

For the Federation of  
Rhodesia and  
Nyasaland [4]

Pour la Fédération de  
la Rhodésie et  
du Nyassaland

For the Kingdom  
of Sweden [5]

Pour le Royaume  
de Suède

For the Republic  
of Turkey

Pour la République  
de Turquie

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<sup>1</sup> Signed Feb. 22, 1956, subject to ratification.

<sup>2</sup> Signed Aug. 31, 1955.

<sup>3</sup> Signed Nov. 12, 1955.

<sup>4</sup> Signed Nov. 4, 1955.

<sup>5</sup> Signed Apr. 10, 1956.

For the Union of  
South Africa [¹]

Pour l'Union  
Sud-Africaine

For the United Kingdom  
of Great Britain and  
Northern Ireland [²]

Pour le Royaume-Uni  
de Grande-Bretagne  
et d'Irlande du Nord

For the United States  
of America [³]

Pour les Etats-Unis  
d'Amérique

Certified true copy:

Copie certifiée conforme:

E. WYNDHAM WHITE.

E. Wyndham White

*Executive Secretary*

*Secrétaire exécutif*

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<sup>1</sup> Signed Nov. 15, 1955.

<sup>2</sup> Signed Aug. 31, 1955.

<sup>3</sup> Signed Dec. 3, 1955.

*Translation of Rectifications*

1) The word "dans" shall be replaced by the word "sur" in the expressions "importation dans le territoire", "importation dans ce territoire", "importé dans le territoire" and "les importations de ce produit dans son territoire" which appear respectively in subparagraphs b) and c) of paragraph 1, article II; in subparagraph c) of paragraph 1, article II; in paragraphs 3, 4 and 5 of article VI and subparagraphs a) and b) of paragraph 1 of article XIX; in article XVI.

2) In paragraph 4 of article I; in subparagraph a) of paragraph 1 and in paragraphs 4, 5 and 7 of article II as well as in article XXVII, the words "jointe", "qui est jointe" and "jointes" shall be replaced by the word "annexée" or "annexées", as the case may be.

3) In paragraph 2 of article I; in paragraph 2 of article XIX, in subparagraph b) of paragraph 3; in paragraph 10 of article XXIV and in Annex I; in note No. 3 relating to paragraph 1 of article XVII, the words "à condition" shall be replaced by the words "à la condition".

4) In the second sentence of paragraph 1 of article I the words "qui frappent les importations ou les exportations ou qui sont perçus à l'occasion d'importations ou d'exportations ainsi que ceux qui frappent les transferts internationaux de fonds destinés à régler les importations ou les exportations" shall be replaced by the words "perçus à l'importation ou à l'exportation ou à l'occasion de l'importation ou de l'exportation ainsi que ceux qui frappent les transferts internationaux de fonds effectués en règlement des importations ou des exportations".

5) In subparagraph b), paragraph 2, article I, the words "dans les Annexes B, C et D" shall be replaced by the words "aux annexes B, C et D".

6) In the first sentence of subparagraph b), paragraph 1, article II, the words "dans la première Partie de la liste relative à l'une des parties contractantes" and "qui sont des produits du territoire des autres parties contractantes" shall be replaced respectively by the words "repris dans la première partie de la liste d'une partie contractante" and "qui sont les produits du territoire d'autres parties contractantes".

7) In the first sentence of subparagraph c), paragraph 1, article II, the words "dans la deuxième Partie de la liste relative à l'une des parties contractantes" shall be replaced by the words "dans la deuxième partie de la liste d'une partie contractante".

8) In the last sentence of subparagraph c), paragraph 1, article II, the words "admission des produits au bénéfice des taux préférentiels" shall be replaced by the words "admission de produits au bénéfice de taux préférentiels".

9) In paragraph 2 of article II, the word "quelconque" shall be deleted.

10) In subparagraph a), paragraph 2, article II, the word "équivalente" shall be replaced by the word "équivalent".

11) In subparagraph b), paragraph 2, article II, the words "un droit antidumping ou compensateur" shall be replaced by the words "un droit antidumping ou un droit compensateur".

12) In subparagraph c), paragraph 2, article II, the word "proportionnels" shall be replaced by the word "correspondant".

13) In paragraph 3 of article II, the words "de façon à amoindrir la valeur des concessions reprises dans la liste correspondante jointe au présent Accord" shall be replaced by the words "d'une manière telle que la valeur des concessions reprises dans la liste correspondante annexée au présent Accord s'en trouverait amoindrie".

14) In the first sentence of paragraph 4, article II, the words "l'une des parties contractantes" shall be replaced by the words "une partie contractante".

15) In paragraph 5 of article II, the words "ne bénéficie pas, de la part d'une autre partie contractante, du traitement qu'elle croit découlant" shall be replaced by the words "ne reçoit pas d'une autre partie contractante le traitement qu'elle croit résulter".

16) In the first and second sentences of paragraph 2, article III, the words "de taxes ou d'autres impositions intérieures" shall be replaced by the words "de taxes ou autres impositions intérieures".

17) In paragraph 3 of article III, the words "la partie contractante qui applique la taxe sera libre" shall be replaced by the words "il sera loisible à la partie contractante qui applique la taxe".

18) In paragraph 9 of article III, the words "s'ils se conforment" shall be replaced by the words "s'il se conforme".

19) The title of article VI shall read as follows: "Droits anti-dumping et droits compensateurs".

20) In paragraph 4 of article VI, the words "à des droits antidumping ou compensateurs" shall be replaced by the words "à des droits antidumping ou à des droits compensateurs".

21) In paragraphs 1 and 5 of article VII, the word "basées" shall be replaced by the word "fondés".

22) In subparagraph b), paragraph 2, article VII, the words "prix considéré" shall be replaced by the words "prix à prendre en considération".

23) In subparagraph c), paragraph 2, article VII, the word "basée" shall be replaced by the word "fondée".

24) In paragraph 3 of article VII, the words "aucun impôt ou taxe intérieurs exigibles" shall be replaced by the words "aucune taxe intérieure exigible".

25) In subparagraph c), paragraph 4, article VII, the words "taux multiples de change" shall be replaced by the words "taux de change multiples".

26) In paragraph 4 of article VIII, the word "condition" shall, in both cases, be replaced by the word "prescriptions".

27) The last sentence of paragraph 1, article X, shall read as follows: "Les dispositions du présent paragraphe n'obligeront pas une partie contractante à révéler des renseignements confidentiels dont la divulgation ferait obstacle à l'application des lois, serait contraire à l'intérêt public ou porterait préjudice aux intérêts commerciaux légitimes d'entreprises publiques ou privées".

28) In paragraph 2 of article X, the words "un relèvement d'un droit" shall be replaced by the words "le relèvement d'un droit".

29) In the first sentence of subparagraph b), paragraph 3, article X, the words "ayant pour but notamment" shall be replaced by the words "afin, notamment,".

30) In subparagraph c), paragraph 2, article XI, the words "de tout produit agricole ou produit des pêcheries, quelle que soit la forme sous laquelle ces produits sont importés," shall be replaced by the words "de tout produit de l'agriculture ou des pêches, quelle que soit la forme sous laquelle ce produit est importé,".

31) In sub subparagraph ii), subparagraph c), paragraph 2, article XI, the word "celui" shall be inserted before the words "d'un produit national".

32) The last two sentences of paragraph 2, article XI, shall read as follows: "De plus, les restrictions appliquées conformément au sous-alinéa 1) ci-dessus ne devront pas avoir pour effet d'abaisser le rapport entre le total des importations et le total de la production nationale au-dessous de celui que l'on pourrait raisonnablement s'attendre à voir s'établir en l'absence de restrictions. En déterminant ce qu'il serait en l'absence de restrictions, la partie contractante tiendra dûment compte de la proportion ou du rapport qui existait au cours d'une période de référence antérieure et de tous facteurs spéciaux qui ont pu ou qui peuvent affecter le commerce du produit en cause."

33) In subparagraph a), paragraph 2, article XIII, the words "au paragraphe 3 b)" shall be replaced by the words "à l'alinéa b) du paragraphe 3".

34) In subparagraph d), paragraph 2, article XIII, the words "qui ont pu ou peuvent affecter" shall be replaced by the words "qui ont pu ou qui peuvent affecter".

35) In subparagraph a), paragraph 3, article XIII, the words "qui applique la restriction" shall be replaced by the words "qui applique une restriction".

36) In the second sentence of subparagraph b), paragraph 3, article XIII, the word "quelconque" shall be deleted and the words "a été" shall be replaced by the word "est".

37) In the first sentence of paragraph 4, article XIII, the words "au paragraphe 2 d)" and "au paragraphe 2 c)" shall be replaced respectively by the words "à l'alinéa d) du paragraphe 2" and "à l'alinéa c) du paragraphe 2".

38) The second sentence of paragraph 4, article XIII, shall read as follows: "Toutefois, ladite partie contractante, à la requête de toute autre partie contractante ayant un intérêt substantiel à la fourniture de ce produit ou à la requête des PARTIES CONTRACTANTES, entrera sans tarder en consultations avec l'autre partie contractante ou avec les PARTIES CONTRACTANTES au sujet de la nécessité de reviser le pourcentage alloué ou la période de référence, d'apprécier à nouveau les facteurs spéciaux qui entrent en ligne de compte, ou de supprimer les conditions, formalités ou autres dispositions prescrites de façon unilatérale et qui concernent l'attribution d'un contingent approprié ou son utilisation sans restriction."

39) In the title of article XV, the word "Accords" shall be replaced by the word "Dispositions".

40) In the first sentence of paragraph 2, article XV, the words "systèmes et accords de change" shall be replaced by the words "dispositions en matière de change".

41) In the last sentence of paragraph 2, article XV, the words "au paragraphe 2 a)" shall be replaced by the words "à l'alinéa a) du paragraphe 2".

42) In paragraph 4, article XV, the words "des objectifs envisagés par le présent Accord" and "des objectifs envisagés par les Statuts du Fonds monétaire international" shall be replaced respectively by the words "de l'objectif des dispositions du présent Accord" and "de l'objectif des dispositions des Statuts du Fonds monétaire international".

43) In subparagraph b), paragraph 9, article XV, the words "de rendra efficaces les mesures" shall be replaced by the words "d'assurer l'application des mesures".

44) In the first sentence of article XVI, the word "quelconque" shall be deleted.

45) In the second sentence of article XVI, the words "qui l'a accordée" shall be replaced by the words "qui l'accorde".

46) In the second sentence of article XVI, the words "lorsqu'elle en sera requise, avec la ou les autres parties contractantes" shall be replaced by the words "lorsqu'elle y sera invitée, avec l'autre partie contractante ou les autres parties contractantes".

47) In subparagraph a), paragraph 1, article XVII, the words "Chaque partie contractante qui fonde ou maintient une entreprise d'Etat, en quelque lieu que ce soit, ou qui accorde, en droit ou en fait, à une entreprise des priviléges exclusifs ou spéciaux s'engage à ce que cette entreprise se conforme," shall be replaced by the words "Chaque partie contractante s'engage à ce que, si elle fonde ou maintient une entreprise d'Etat, en quelque lieu que ce soit, ou si elle accorde à une entreprise, en droit ou en fait, des priviléges exclusifs ou spéciaux, cette entreprise se conforme,".

48) The title of article XIX shall read as follows: "Mesures d'urgence concernant l'importation de produits particuliers".

49) In subparagraph a), paragraph 1, article XIX, the words "qu'il porte ou menace de porter un préjudice sérieux aux producteurs nationaux de produits similaires ou directement concurrents, il sera loisible à cette partie contractante, dans la mesure et pendant le temps qui pourront être nécessaires pour prévenir ou réparer ce préjudice, de suspendre, en totalité ou en partie, l'engagement pris à l'égard de ce produit, de retirer ou de modifier la concession." shall be replaced by the words "qu'il porte ou menace de porter un préjudice grave aux producteurs nationaux de produits similaires ou de produits directement concurrents cette partie contractante aura la faculté, en ce qui concerne ce produit, dans la mesure et pendant le temps qui pourront être nécessaires pour prévenir ou réparer ce préjudice, de suspendre l'engagement en totalité ou en partie, de retirer ou de modifier la concession."

50) In subparagraph b), paragraph 1, article XIX, the words "une concession sur une préférence", "préjudice sérieux", "établis dans le territoire", "qui sera alors libre de suspendre, en tout ou en partie, l'engagement pris de retirer ou de modifier la concession, dans la mesure et pendant le temps qui pourraient être nécessaires" shall be replaced respectively by the words "une concession relative à une préférence", "préjudice grave", "établis sur le territoire" and "qui aura alors la faculté, en ce qui concerne ce produit, de

suspendre l'engagement en totalité ou en partie, de retirer ou de modifier la concession, dans la mesure et pendant le temps qui pourront être nécessaires".

51) In paragraph 2 of article XIX, the words "ne prennent les mesures prévues en application", "le plus longtemps possible d'avance", "à toutes les autres parties contractantes", "à propos d'une concession" and "que cette consultation ait lieu" shall be replaced respectively by the words "ne prennent des mesures en conformité", "le plus longtemps possible à l'avance", "aux parties contractantes", "dans le cas d'une concession" and "que les consultations aient lieu".

52) In the first sentence of subparagraph a), paragraph 3, article XIX, the words "n'arrivent pas à s'entendre au sujet de ces mesures, rien n'empêchera la partie contractante qui désire prendre ces mesures ou en continuer l'application d'agir dans ce sens" shall be replaced by the words "n'arrivent pas à un accord au sujet de ces mesures, la partie contractante qui se propose de les prendre ou de les maintenir en application aura la faculté d'agir en ce sens".

53) In the second sentence of subparagraph a), paragraph 3, article XIX, the words "Dans ce cas, il sera loisible aux parties contractantes que ces mesures léseraient de suspendre, dans un délai de quatre-vingt-dix jours à compter de leur application, et moyennant un préavis de trente jours adressé aux PARTIES CONTRACTANTES, l'application au commerce de la partie contractante qui a pris ces mesures, ou, dans le cas envisagé au paragraphe 1 b) du présent article, au commerce de la partie contractante qui a demandé que ces mesures fussent prises" shall be replaced by the words "Si cette partie contractante exerce cette faculté, il sera loisible aux parties contractantes que ces mesures léseraient de suspendre, dans un délai de quatre-vingt-dix jours à compter de leur application et à l'expiration d'un délai de trente jours à compter de celui où les PARTIES CONTRACTANTES auront reçu un préavis écrit, l'application au commerce de la partie contractante qui aura pris ces mesures ou, dans le cas envisagé à l'alinéa b) du paragraphe premier du présent article, au commerce de la partie contractante qui aura demandé que ces mesures soient prises".

54) In the second sentence of subparagraph a), paragraph 3, article XIX, the words "sensiblement équivalentes qui résultent du présent Accord et dont la suspension ne donne lieu" shall be replaced by the words "substantiellement équivalentes qui résultent du présent Accord et dont la suspension ne donnera lieu".

55) In subparagraph b), paragraph 3, article XIX, the words "si des mesures, sans consultation préalable, prises en vertu du

paragraphe 2 du présent article, portent ou menacent de porter un préjudice grave aux producteurs nationaux de produits affectés par elles, sur le territoire d'une partie contractante, il sera loisible à cette partie contractante, lorsque tout délai à cet égard entraînerait un préjudice difficilement réparable, de suspendre, dès la mise en application de ces mesures et pendant la période de cette consultation" shall be replaced by the words "si des mesures prises en vertu du paragraphe 2 du présent article, sans consultation préalable, portent ou menacent de porter un préjudice grave aux producteurs nationaux de produits affectés par elles, sur le territoire d'une partie contractante, cette partie contractante aura la faculté, lorsque tout délai à cet égard entraînerait un préjudice difficilement réparable, de suspendre, dès la mise en application de ces mesures et pendant toute la durée des consultations".

56) In subparagraph i), paragraph b), article XXI, the words "désintégrables" and "servant à la fabrication de celle-ci" shall be replaced respectively by the words "fissiles" et "qui servent à leur fabrication".

57) In subparagraph ii), paragraph b), article XXI, the words "trafic des armes, munitions et matériel de guerre" shall be replaced by the words "trafic d'armes, de munitions et de matériel de guerre".

58) In the first sentence of paragraph 1, article XXIII, the word "quelconque" shall be deleted in both cases, and the words "se trouverait annulé ou compromis, ou que l'un des objectifs de l'Accord serait compromis" shall be replaced by the words "se trouve annulé, ou compromis ou que la réalisation de l'un des objectifs de l'Accord est compromise".

59) In paragraph 2 of article XXIII, the words "au paragraphe 1 c)" shall be replaced by the words "à l'alinéa c) du paragraphe premier".

60) In paragraph 1 of article XXIV, the words "une partie à l'Accord", "de cet Accord", and "établissant des droits" shall be replaced respectively by the words "partie contractante", "du présent Accord" and "créant des droits".

61) In paragraph 2 of Article XXIV, the words "tout territoire pour lequel des tarifs douaniers distincts ou autres réglementations applicables aux échanges commerciaux sont maintenus à l'égard d'autres territoires pour une partie substantielle du commerce du territoire en question" shall be replaced by the words "tout territoire pour lequel un tarif douanier distinct ou d'autres réglementations commerciales distinctes sont appliqués pour une part substantielle de son commerce avec les autres territoires".

62) In the first subparagraph of paragraph 5, article XXIV, the words "ne s'opposeront pas", "à la formation" and "pour la formation" shall be replaced respectively by the words "ne feront pas obstacle", "à l'établissement" and "pour l'établissement", and the words "à l'établissement" and "que" shall be deleted.

63) In subparagraph a), paragraph 5, article XXIV, the word "que" shall be inserted after paragraphic letter a) and the words "en vue de la formation", "établis lors de la formation", "ni les réglementations des échanges commerciaux plus rigoureuses que ne l'étaient les droits et les réglementations applicables aux échanges commerciaux dans les territoires constitutifs de cette union avant la formation d'une telle union ou la conclusion d'un tel accord" shall be replaced respectively by the words "en vue de l'établissement", "appliqués lors de l'établissement", "ni les autres réglementations commerciales plus rigoureuses que ne l'étaient les droits et les réglementations commerciales en vigueur dans les territoires constitutifs de cette union avant l'établissement de l'union ou la conclusion de l'accord".

64) In subparagraph b), paragraph 5, article XXIV, the word "que" shall be inserted after paragraphic letter b), and the words "en vue de la formation", "en ce qui concerne le commerce", "lors de la formation" and "les autres réglementations des échanges commerciaux plus rigoureuses que les droits et réglementations correspondants existant dans les mêmes territoires avant la formation de cette zone" shall be replaced respectively by the words "en vue de l'établissement", "applicables au commerce", "lors de l'établissement de la zone" and "les autres réglementations commerciales plus rigoureuses que ne l'étaient les droits et réglementations correspondants en vigueur dans les mêmes territoires avant l'établissement de la zone".

65) In subparagraph c), paragraph 5, article XXIV, the words "sous réserve" shall be deleted and the words "pour la formation d'une telle union douanière ou l'établissement d'une telle zone de libre-échange, dans un délai raisonnable" shall be replaced by the words "pour l'établissement, dans un délai raisonnable, de l'union douanière ou de la zone de libre-échange".

66) In the second sentence of paragraph 6, article XXIV, the words "on tiendra dûment compte de la compensation qu'auraient déjà apportée les réductions du droit correspondant par les autres territoires constitutifs de l'union" shall be replaced by the words "il sera dûment tenu compte de la compensation qui résulterait déjà des réductions apportées au droit correspondant des autres territoires constitutifs de l'union".

67) In subparagraph a), paragraph 7, article XXIV, the word "décidant" shall be replaced by "qui décide".

68) In the first sentence of subparagraph b), paragraph 7, article XXIV, the words "et avoir tenu dûment compte des renseignements fournis aux termes de l'alinéa a), les PARTIES CONTRACTANTES constatent que l'accord n'est pas susceptible d'aboutir à une union douanière ou à l'établissement d'une zone de libre-échange dans les délais envisagés par les parties à l'accord ou que ces délais ne sont pas des délais raisonnables, elles feront des recommandations aux parties à l'accord" shall be replaced by the words "et après avoir dûment tenu compte des renseignements fournis conformément à l'alinéa a), les PARTIES CONTRACTANTES arrivent à la conclusion que l'accord n'est pas de nature à conduire à l'établissement d'une union douanière ou d'une zone de libre-échange dans les délais envisagés par les parties à l'accord ou que ces délais ne sont pas raisonnables, elles adresseront des recommandations aux parties à l'accord".

69) In the last sentence of subparagraph b), paragraph 7, article XXIV, the words "ne maintiendront pas ou ne mettront pas en vigueur, selon le cas, un tel accord si elles ne sont pas disposées à le modifier en tenant compte de ces recommandations" shall be replaced by the words "ne maintiendront pas l'accord ou ne le mettront pas en vigueur, selon le cas, si elles ne sont pas disposées à le modifier conformément à ces recommandations".

70) In subparagraph c), paragraph 7, article XXIV, the words "qui pourront demander aux parties contractantes intéressées d'entrer en consultation avec elles, si la modification semble susceptible de compromettre ou de retarder indûment la formation de l'union douanière ou l'établissement de la zone de libre-échange" shall be replaced by the words "qui pourront demander aux parties contractantes en cause d'entrer en consultations avec elles, si la modification semble devoir compromettre ou retarder indûment l'établissement de l'union douanière ou de la zone de libre-échange".

71) In subparagraph a), paragraph 8, article XXIV, the words "de telle sorte que" shall be replaced by the words "lorsque cette substitution a pour conséquence".

72) In sub subparagraph i), subparagraph a), paragraph 8, article XXIV, the word "que" shall be inserted after paragraphic letter i), and the words "et autres réglementations restrictives des échanges commerciaux" and "soient" shall be replaced respectively by the words "et les autres réglementations commerciales restrictives" and "sont".

73) In sub subparagraph ii), subparagraph a), paragraph 8, article XXIV, the words "et, sous réserve des dispositions du paragraphe 9, que des droits de douane et autres réglementations identiques en substance soient appliqués, par chacun des membres de l'union, au commerce avec les territoires qui ne sont pas compris dans celle-ci" shall be replaced by the words "et que, sous réserve des dispositions du paragraphe 9, les droits de douane et les autres réglementations appliqués par chacun des membres de l'union au commerce avec les territoires qui ne sont pas compris dans celle-ci sont identiques en substance".

74) In subparagraph b), paragraph 8, article XXIV, the words "réglementations restrictives des échanges commerciaux" shall be replaced by the words "réglementations commerciales restrictives".

75) In paragraph 9 of article XXIV, the words "par la formation d'une union douanière ou l'établissement d'une zone de libre-échange" shall be replaced by the words "par l'établissement d'une union douanière ou d'une zone de libre-échange".

76) In paragraph 10 of article XXIV, the words "qu'elles visent à la formation d'une union douanière ou à l'établissement d'une zone de libre-échange" shall be replaced by the words "qu'elles conduisent à l'établissement d'une union douanière ou d'une zone de libre-échange".

77) In paragraph 11 of article XXIV, the words "convient que les dispositions du présent Accord n'empêchent pas ces deux pays de conclure des accords particuliers" shall be replaced by the words "sont convenues que les dispositions du présent Accord n'empêcheront pas ces deux pays de conclure des accords spéciaux".

78) In paragraph 12 of article XXIV, the words "pour que les autorités gouvernementales ou administratives, régionales ou locales, de son territoire" shall be replaced by the words "pour que, sur son territoire, les gouvernements ou administrations régionaux ou locaux".

79) The title of article XXVII shall read as follows: "Suspension ou retrait de concessions".

80) In article XXVII, the words "en tout ou en partie" shall be replaced by the words "en totalité ou en partie".

81) In article XXXI, the words "d'une entière autonomie" shall be replaced by the words "d'une autonomie complète".

82) In paragraph 2 of article XXXII, the words "de cet article" shall be replaced by the words "dudit article".

83) The title of article XXXIII shall read as follows: "Accession".

84) In article XXXIV, the words "Les annexes au présent Accord" shall be replaced by the words "Les annexes du présent Accord".

85) In the title of Annex A, the words "AU PARAGRAPHE 2 a)" shall be replaced by the words "A L'ALINEA a) DU PARAGRAPHÉ 2".

86) In the second paragraph of Annex A, after the list of territories, the words "d'un impôt intérieur" shall be replaced by the words "d'une taxe intérieure".

87) In the second sentence, third paragraph, Annex A, after the list of territories, the words "par application" shall be replaced by the words "en application".

88) In the title of Annex B, the words "AU PARAGRAPHE 2 b)" shall be replaced by the words "A L'ALINEA b) DU PARAGRAPHÉ 2".

89) In the title of Annex C, the words "AU PARAGRAPHE 2 b)" shall be replaced by the words "A L'ALINEA b) DU PARAGRAPHÉ 2".

90) In the title of Annex D, the words "AU PARAGRAPHE 2 b)" shall be replaced by the words "A L'ALINEA b) DU PARAGRAPHÉ 2".

91) In Annex I, in the note relating to the first paragraph of article 1, the word "rentrant" shall be replaced by the word "entrant".

92) In Annex I, in the first paragraph of the note relating to paragraph 4 of article 1, the words "appliqué" and "de la proportion" shall be replaced respectively by the words "applicable" and "du rapport".

93) In Annex I, in the second paragraph of the note relating to paragraph 4 of article 1, the word "particulier" shall be deleted and the words "règles de procédure uniformes et bien établies", "de ce taux à ce produit", "aurait été temporairement suspendue à la date du 10 avril 1947" and "qu'un tel produit" shall be replaced respectively by the words "procédures uniformes établies", "de ce taux", "aurait été, à la date du 10 avril 1947, temporairement suspendue" and "que ce produit".

94) In Annex I, in the first paragraph of the notes relating to article III, the words "taxe intérieure ou autre imposition intérieure", "visée", and "une taxe intérieure ou une autre imposition intérieure" shall be replaced respectively by the words "taxe ou autre imposition intérieure", "visées", and "une taxe ou autre imposition intérieure".

95) In Annex I, in the note relating to the first paragraph of article III, the words "les autorités gouvernementales ou administratives locales", "aux autorités visées ci-dessus", "les autorités locales intéressées", and "ces autorités locales" shall be replaced respectively by the words "les gouvernements ou administrations locaux", "aux gouvernements locaux", "les gouvernements ou administrations locaux intéressés", and "ces gouvernements ou administrations locaux".

96) In Annex I, in the note relating to paragraph 5 of article III, the first sentence shall read as follows: "Une réglementation compatible avec les dispositions de la première phrase du paragraphe 5 ne sera pas considérée comme contrevenant aux dispositions de la deuxième phrase si le pays qui l'applique produit en quantités substantielles tous les produits qui y sont soumis".

97) In Annex I, in the note relating to paragraph 5 of Article V, the words "le long du" shall be replaced by the words "par le".

98) In Annex I, in note 1 relating to paragraphs 2 and 3 of article VI, the word "caution" shall be replaced by the word "cautionnement", and the words "de droits" shall be inserted before the word "compensateurs".

99) In Annex I, in note 2 relating to paragraphs 2 and 3 of article VI, the words "changes multiples" shall in both cases be replaced by the words "taux de change multiples", and the words "des gouvernements" shall be replaced by the words "de gouvernements".

100) In Annex I, in the note relating to paragraph 4 of article XIII, the words "relative aux" and "à propos du" shall be replaced respectively by the words "qui concerne les" and "relative au".

101) In Annex I, in the note relating to paragraph 4 of article XV, the words "contrôle sur les changes", "de l'esprit de celui-ci" and "ou de l'Article XIII" shall be replaced respectively by the words "contrôle des changes", "de son esprit", and "ou celles de l'Article XIII".

102) In Annex I, in the note relating to subparagraph a), paragraph 1, article XVII, the words "d'assurer certaines normes" shall be replaced by the words "d'assurer le respect de certaines normes".

103) In Annex I, in the note relating to paragraph 9 of article XXIV, the words "que les dispositions de l'article premier exigeront que, lorsqu'un produit qui a été importé dans le territoire d'un membre d'une union douanière ou d'une zone de libre-échange à un taux préférentiel est réexporté vers le territoire d'un autre membre de cette union ou de cette zone, ce dernier membre

percevra" and the words "le plus élevé" shall be replaced respectively by the words "que, vu les dispositions de l'article premier, lorsqu'un produit qui a été importé sur le territoire d'un membre d'une union douanière ou d'une zone de libre-échange à un taux préférentiel est réexporté vers le territoire d'un autre membre de cette union ou de cette zone, ce dernier membre doit percevoir" and by the words "plus élevé"

# ITALY

## Double Taxation: Taxes on Estates and Inheritances

*Convention signed at Washington March 30, 1955;  
Ratification advised by the Senate of the United States  
of America July 29, 1955,  
Ratified by the President of the United States of  
America August 22, 1955;  
Ratified by Italy July 25, 1956;  
Ratifications exchanged at Rome October 26, 1956;  
Proclaimed by the President of the United States of  
America November 2, 1956;  
Entered into force October 26, 1956.*

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BY THE PRESIDENT OF THE UNITED STATES OF AMERICA

### A PROCLAMATION

WHEREAS a convention between the United States of America and the Italian Republic for the avoidance of double taxation and the prevention of fiscal evasion with respect to taxes on estates and inheritances was signed at Washington on March 30, 1955, the original of which convention, in the English and Italian languages, is word for word as follows.

CONVENTION BETWEEN THE UNITED STATES OF AMERICA  
AND THE ITALIAN REPUBLIC FOR THE AVOIDANCE OF  
DOUBLE TAXATION AND THE PREVENTION OF FISCAL EVASION  
WITH RESPECT TO TAXES ON ESTATES AND INHERITANCES

The President of the United States of America and the President of the Italian Republic, being desirous of concluding a Convention for the avoidance of double taxation and the prevention of fiscal evasion with respect to taxes on estates and inheritances, have appointed for that purpose as their respective Plenipotentiaries

The President of the United States of America.

John Foster Dulles, Secretary of State of the  
United States of America, and

The President of the Italian Republic

Gaetano Martino, Minister of Foreign Affairs  
of the Italian Republic,

who, having communicated to one another their respective full powers, found in good and due form, have agreed upon the following Articles

#### ARTICLE I

(1) The taxes referred to in this Convention are the following taxes asserted upon death:

(a) In the case of the United States of America.

the Federal estate tax, and

(b) In the case of Italy.

the estate and inheritance taxes.

(2) The present Convention shall also apply to any other estate or inheritance taxes of a substantially similar character imposed by either contracting State subsequently to 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 includes only the States, the Territories of Alaska and Hawaii, and the District of Columbia.

(b) The term "Italy" means the Italian Republic

(c) The term "tax" means the Federal estate tax imposed by the United States, or the estate or inheritance tax imposed by Italy, as the context requires.

(d) The term "competent authority" means, in the case of the United States, the Commissioner of Internal Revenue as authorized by the Secretary of the Treasury; and in the case of Italy, the Ministry

of Finance, General Directorship of Indirect  
Taxes on Business.

(2) In the application of the provisions of the present Convention by one of the contracting States, any term not otherwise defined shall, unless the context otherwise requires, have the meaning which such term has under its own laws

#### ARTICLE III

(1) In the case of the death of a person who at the time of his death was a national of or domiciled in one of the contracting States, the situs of any of the following property or property rights shall, for the purposes of the imposition of the tax, and for the purposes of the credit authorized by Article V, be determined exclusively in accordance with the following rules

- (a) Real property shall be deemed to be situated at the place where the land involved is located.
- (b) Tangible personal property (other than such property for which specific provision is hereinafter made) and bank or currency notes and other forms of currency recognized as legal tender in the place of issue shall be deemed to be situated at the place where such property or currency is located at the time of death, or, if in transitu, at the place of destination.
- (c) Debts (including bonds, promissory notes, and bills of exchange) shall be deemed to be situated

at the place where the debtor resides, or, if the debtor is a corporation, at the place in or under the laws of which such corporation was created or organized.

- (d) Shares or stock in a corporation (including shares or stock held by a nominee where the beneficial ownership is evidenced by scrip certificates or otherwise) shall be deemed to be situated at the place in or under the laws of which such corporation was created or organized.
- (e) Ships and aircraft and shares thereof shall be deemed to be situated at the place of registration of the ship or aircraft
- (f) Goodwill as a trade, business or professional asset shall be deemed to be situated at the place where the trade, business or profession to which it pertains is carried on.
- (g) Patents, trade-marks and designs shall be deemed to be situated at the place where they are registered or used.
- (h) Copyrights, franchises, rights to artistic and scientific works and rights or licenses to use any copyrighted material, artistic and scientific works, patents, trade-marks or designs shall be deemed to be situated at the place where the rights arising therefrom are exercisable

(1) All property other than hereinbefore mentioned shall be deemed to be situated in the State in which the deceased person was domiciled at the time of his death.

(2) For the purposes of the present Convention, the question whether a decedent was at the time of his death a national of or domiciled in one of the contracting States, or whether a debtor resided therein, shall be determined in accordance with the law in force in that State.

#### ARTICLE IV

The contracting State which imposes tax in the case of a decedent who at the time of his death was not a national of such State and was not domiciled in that State but was a national of or domiciled in the other State--

(a) shall allow a specific exemption which would be allowable under its law if the decedent had been domiciled in that State in an amount not less than the proportion thereof which the value of the property subjected to its tax bears to the value of the property which would have been subjected to its tax if the decedent had been domiciled in that State, and

(b) shall (except for the purposes of subparagraph (a) of this Article and for the purpose of any other proportionate allowance otherwise provided) take no account of property situated outside that

State in determining the rate and the amount of tax.

#### ARTICLE V

(1) The contracting State imposing tax in the case of a deceased person, who, at the time of his death, was domiciled in such State or was a national thereof, shall allow against its tax (computed without credit for the tax of the other contracting State) a credit for the amount of the tax imposed by the other contracting State with respect to property situated in such other contracting State and included for tax purposes by both States, but the amount of the credit shall not exceed the portion of the tax imposed by the former State which is attributable to such property

(2) For the purpose of this Article, the amount of the tax of each contracting State attributable to any designated property shall be ascertained after taking into account any applicable diminution or credit otherwise provided, except any credit authorized by this Article

(3) Any refund of tax based on the provisions of this Article shall be made without payment of interest on the amount so refunded.

#### ARTICLE VI

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 for the administration of statutory provisions against tax avoidance in relation to the taxes which are the subject of the present Convention. Any information so exchanged shall be treated as secret and shall not be disclosed to any persons other than those (including a court) concerned with the assessment and collection of the taxes which are the subject of the present Convention or the determination of appeals in relation thereto. No information shall be exchanged which would disclose any trade secret or trade process.

#### ARTICLE VII

Each of the contracting States may collect such taxes, which are the subject of this Convention, imposed by the other contracting State (as though such taxes were taxes imposed by the former State), as will ensure that the credit or any other benefit granted under the present Convention shall not be enjoyed by persons not entitled to such benefits.

#### ARTICLE VIII

Where the representative of the estate of a decedent or a beneficiary of such estate shows proof that the action of the revenue authorities of one of the contracting States has resulted or will result in double taxation contrary to the provisions of the present Convention, such representative or beneficiary shall be entitled to present the facts to the contracting State of which the decedent was a citizen at time of death or of which the beneficiary is a citizen, or if the decedent was not

a citizen of either of the contracting States at the time of death or if the beneficiary is not a citizen of either of the contracting States, such facts may be presented to the contracting State in which the decedent was domiciled or resident at time of death or in which the beneficiary is domiciled or resident. Should the claim be upheld, the competent authority of the State to which the facts are so presented will come to an agreement with the competent authority of the other contracting State with a view to equitable avoidance of the double taxation in question.

#### ARTICLE IX

(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 this Convention shall not be construed so as to increase the tax imposed by either contracting State.

(3) Should any difficulty or doubt arise as to the interpretation or application of the present Convention or its relationship to conventions between one of the contracting States and any other State, the competent authorities of the contracting States may settle the question by mutual agreement.

**ARTICLE X**

The competent authorities of the two contracting States may prescribe regulations necessary to carry into effect the present Convention within the respective States, and may communicate with each other directly for the purpose of giving effect to the provisions of this Convention.

**ARTICLE XI**

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

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

CONVENZIONE TRA GLI STATI UNITI D'AMERICA  
E LA REPUBBLICA ITALIANA PER EVITARE LE DOPPIE  
IMPOSIZIONI E PER PREVENIRE LE EVASIONI FISCALI  
IN MATERIA D'IMPOSTE SULLE SUCCESSIONI

Il Presidente degli Stati Uniti d'America ed il Presidente della Repubblica Italiana, desiderosi di concludere una Convenzione per evitare le doppie imposizioni e per prevenire le evasioni fiscali in materia di imposta sulle successioni, hanno nominato a questo scopo come loro rispettivi plenipotenziari.

Il Presidente degli Stati Uniti d'America:

John Foster Dulles, Segretario di Stato

degli Stati Uniti d'America, ed

Il Presidente della Repubblica Italiana.

Gaetano Martino, Ministro degli Affari Esteri

della Repubblica Italiana,

i quali, essendosi scambiate le rispettive credenziali ed avendo trovate in buona e debita forma, hanno concordato i seguenti articoli.

**ARTICOLO I**

- (1) La presente Convenzione si riferisce alle seguenti imposte applicate sui trasferimenti per causa di morte:
- (a) Per quanto riguarda gli Stati Uniti d'America:  
l'imposta federale sulle successioni (Federal estate tax), e
- (b) Per quanto riguarda l'Italia:  
l'imposta sulle successioni e l'imposta sull'asse ereditario globale netto.
- (2) La presente Convenzione si estende ad ogni altra imposta sull'asse ereditario o sulle successioni, di carattere sostanzialmente analogo, applicata dall'uno o l'altro degli Stati contraenti posteriormente alla data della firma della presente Convenzione.

**ARTICOLO II**

- (1) Ai fini della presente Convenzione:
- (a) Il termine "Stati Uniti" significa gli Stati Uniti d'America e, quando e' usato in senso geografico, comprende soltanto gli Stati, i Territori della Alaska e delle Hawaii, e il Distretto di Columbia.
- (b) Il termine "Italia" significa la Repubblica Italiana.
- (c) Il termine "imposta" significa l'imposta federale sulle successioni applicata dagli Stati Uniti, o l'imposta sulle successioni o quella sull'asse ereditario globale netto applicate dall'Italia, come il contesto richiede.

(d) Il termine "autorita' competente" significa, nel caso degli Stati Uniti, il Commissioner of Internal Revenue, come autorizzato dal Segretario di Stato per il Tesoro; e, nel caso dell'Italia, il Ministero delle Finanze, Direzione Generale delle Tasse e delle Imposte Indirette sugli Affari.

(2) Nell'applicazione delle disposizioni della presente Convenzione da parte di uno degli Stati contraenti, ogni termine non altrimenti definito ha, salvo che il contesto non richieda altrimenti, il significato che esso ha secondo le leggi interne di quello Stato.

### ARTICOLO III

(1) Nel caso di successione di persona che, al tempo della morte, era cittadino o era domiciliato in uno degli Stati contraenti, il luogo dove ciascuno dei seguenti beni e' situato e', ai fini dell'applicazione dell'imposta e ai fini del credito previsto nell'Articolo V, determinato esclusivamente secondo le seguenti regole:

- (a) I beni immobili sono considerati situati nel luogo in cui si trovano.
- (b) I beni mobili corporali (tranne quelli per i quali una apposita norma sia qui di seguito stabilita), e i biglietti di banca o la carta moneta e le altre forme di moneta riconosciute come aventi corso legale nel luogo della loro emissione, sono considerati esistenti nel luogo in cui detti beni o mo-

nete sono situati al tempo della morte o, se in transito, nel luogo di destinazione.

- (c) I crediti (ivi compresi le obbligazioni, i paghero'-cambiari e le cambiali-tratte) sono considerati esistenti nello Stato in cui il debitore risiede, o, se il debitore e' una societa' nello Stato in cui o sotto le cui leggi la societa' e' costituita o organizzata.
- (d) Le azioni e le partecipazioni in societa' (inclusse le azioni e le partecipazioni in societa' possedute a mezzo di fiduciario, quando la proprietra' beneficiaria risulti in modo evidente da atto scritto o altrimenti) sono considerate esistenti nello Stato in cui o sotto le cui leggi ciascuna societa' e' costituita o organizzata.
- (e) Le navi, gli aeromobili e le relative quote sono considerati esistenti nel luogo in cui dette navi ed aeromobili sono immatricolati.
- (f) L'avviamento quale elemento attivo di un esercizio commerciale, industriale o professionale e' considerato esistente nel luogo in cui il commercio, l'industria o la professione cui esso si riferisce sono esercitati.
- (g) Le patenti, i marchi di fabbrica e i disegni sono considerati esistenti nel luogo in cui sono registrati o usati.

(h) I diritti di autore e di esclusività, i diritti relativi a lavori artistici e scientifici, i diritti o le licenze per l'uso di qualsiasi opera, di ogni lavoro artistico e scientifico coperti da diritti d'autore, i brevetti, i marchi di fabbrica o disegni sono considerati esistenti nel luogo in cui i diritti che ne derivano possono essere esercitati.

(i) Tutti i beni diversi da quelli menzionati sono considerati esistenti nello Stato nel quale il de cujus era domiciliato al tempo della morte.

(2) Ai fini di questa Convenzione, la questione se il de cujus, al tempo della morte, era cittadino o era domiciliato in uno degli Stati contraenti e se il debitore vi era residente, e' risolta in conformità delle leggi vigenti in tale Stato.

#### ARTICOLO IV

Lo Stato contraente, che applica l'imposta nel caso di un de cujus il quale, al tempo della morte, non era cittadino di tale Stato e non era in esso domiciliato, ma era cittadino o era domiciliato nell'altro Stato:

(a) accorda la specifica esenzione che avrebbe concesso in forza delle proprie leggi se il de cujus fosse stato in esso domiciliato, per un ammontare non inferiore alla proporzione nella quale il valore dei beni soggetti alla sua imposta sta al valore dei beni che sarebbero stati assoggettati alla sua imposta se il de cujus fosse stato in esso domiciliato; e

(b) non tiene conto (eccetto ai fini del paragrafo (a) di questo articolo e ai fini di qualunque altra riduzione proporzionale altrimenti prevista) dei beni situati fuori di esso, nel determinare l'aliquota e l'ammontare dell'imposta.

#### ARTICOLO V

(1) Lo Stato contraente, che applica l'imposta nel caso di un de cujus che, al tempo della morte, era in esso domiciliato o era un suo cittadino, concede sulla propria imposta (calcolata senza detrazione per l'imposta dell'altro Stato contraente) una detrazione per l'ammontare della imposta applicata dall'altro Stato contraente in relazione ai beni situati in tale altro Stato contraente e inclusi, ai fini della tassazione, da entrambi gli Stati, ma per un ammontare non eccedente la quota dell'imposta applicata attribuibile a tali beni.

(2) Ai fini di quest'articolo, l'ammontare dell'imposta di ciascuno degli Stati contraenti attribuibile a qualsiasi cespita determinato, e' accertato dopo aver tenuto conto di ogni riduzione applicabile o di ogni detrazione d'imposta prevista in qualunque modo, eccetto la detrazione d'imposta autorizzata da questo articolo.

(3) Ogni rimborso di imposta, cui si dia luogo per effetto delle disposizioni di questo Articolo, e' fatto senza corresponsione di interessi sull'ammontare rimborsato.

**ARTICOLO VI**

Le competenti autorita' degli Stati contraenti si scambieranno le informazioni (in quanto disponibili in virtu' delle rispettive leggi fiscali) necessarie per eseguire le clausole della presente Convenzione o per prevenire frodi o per applicare disposizioni legali contro le evasioni alle imposte cui la presente Convenzione si riferisce. Le informazioni cosi' scambiate saranno tenute segrete e potranno essere portate a conoscenza esclusivamente di coloro (compresi gli organi giurisdizionali) che sono interessati all'accertamento e alla riscossione delle imposte cui la presente Convenzione si applica nonche' ai ricorsi concernenti le imposte stesse. Non saranno scambiate le informazioni che porterebbero alla rivelazione di un segreto o di un processo industriale o commerciale.

**ARTICOLO VII**

Ciascuno degli Stati contraenti puo' riscuotere le imposte, che sono oggetto di questa Convenzione, applicate dall'altro Stato contraente (come se dette imposte fossero applicate da esso stesso) in modo da impedire che le detrazioni o ogni altro beneficio concesso in base alla presente Convenzione vadano a vantaggio di persone che non abbiano diritto a tali benefici.

**ARTICOLO VIII**

L'Amministratore dell'eredita' o gli aventi causa da essa, quando dimostrino che l'azione delle autorita' fiscali di uno degli Stati contraenti abbia dato o dara' luogo ad una doppia imposizione in contrasto con le disposizioni di questa Conven-

zione, sono autorizzati a denunciare il fatto allo Stato contraente del quale il de cujus era cittadino al tempo della morte o del quale l'avente causa dalla eredita' e' cittadino, o se il de cujus al tempo della morte non era cittadino di nessuno degli Stati contraenti o se l'avente causa dall'eredita' non e' cittadino di nessuno degli Stati contraenti, allo Stato contraente nel quale il de cujus era domiciliato o residente al tempo della morte o nel quale l'avente causa dall'eredita' e' domiciliato o residente. Se il ricorso e' ritenuto fondato, l'autorita' competente dello Stato al quale il fatto fu denunciato, prendera' accordi con l'autorita' competente dell'altro Stato contraente allo scopo di evitare equamente la doppia tassazione in questione.

#### ARTICOLO IX

(1) Le norme di questa Convenzione non possono essere interpretate in modo da negare o menomare in qualsiasi maniera il diritto del personale diplomatico o consolare ad altre o maggiori esenzioni di cui ora benefici o che possano essergli accordate in futuro.

(2) Le norme di questa Convenzione non possono in nessun caso essere interpretate in maniera da aumentare il carico di imposta in uno qualsiasi degli Stati contraenti.

(3) Ove sorgessero dubbi o difficolta' circa l'interpretazione o l'applicazione della presente Convenzione o la sua connessione con le convenzioni concluse da uno degli Stati contraenti possono risolvere il problema di mutuo accordo.

## ARTICOLO X

Le competenti autorita' dei due Stati contraenti possono emanare i regolamenti necessari per interpretare ed attuare le norme della presente Convenzione e possono corrispondere direttamente tra loro per rendere effettive le clausole di essa.

## ARTICOLO XI

(1) La presente Convenzione sara' ratificata e gli strumenti di ratifica saranno scambiati a Roma appena possibile.

(2) Essa avra' effetto dal giorno dello scambio degli strumenti di ratifica e sara' applicabile alle successioni ereditarie apertesi in tale giorno e successivamente. Essa avra' effetto per un periodo di cinque anni a partire dalla data di scambio degli strumenti di ratifica e, dopo questo periodo, indefinitamente; ma potra' venire fatta cessare da ciascuno degli Stati contraenti alla fine del quinquennio o in qualsiasi momento successivo, purche' sia denunciata almeno sei mesi prima. In tal caso la Convenzione cessera' di aver efficacia il primo gennaio successivo allo spirare del suddetto termine di mesi sei.

DONE at Washington, in  
duplicate, in the English  
and Italian languages, the  
two texts having equal  
authenticity, this 30th  
day of March, 1955.

FATTA a Washington, in  
doppio esemplare, in lingua  
inglese e italiana, avendo  
i due testi eguale valore,  
addi' 30 marzo, 1955.

FOR THE PRESIDENT OF THE UNITED STATES OF AMERICA.  
PER IL PRESIDENTE DEGLI STATI UNITI D'AMERICA:



[SEAL]

FOR THE PRESIDENT OF THE ITALIAN REPUBLIC.  
PER IL PRESIDENTE DELLA REPUBBLICA ITALIANA.



[SEAL]

AND WHEREAS the Senate of the United States of America, by their resolution of July 29, 1955, two-thirds of the Senators present concurring therein, did advise and consent to the ratification of the aforesaid convention,

AND WHEREAS the aforesaid convention was duly ratified by the President of the United States of America on August 22, 1955, in pursuance of the aforesaid advice and consent of the Senate, and was duly ratified on the part of the Italian Republic,

AND WHEREAS the respective instruments of ratification of the aforesaid convention were duly exchanged at Rome on October 26, 1956,

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

AND WHEREAS, accordingly, upon the exchange of instruments of ratification of the aforesaid convention, the convention became applicable to estates or inheritances in the case of persons who die on or after October 26, 1956,

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

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

DONE at the city of Washington this second day of November  
in the year of our Lord one thousand nine hundred  
[SEAL] fifty-six and of the Independence of the United States  
of America the one hundred eighty-first.

DWIGHT D EISENHOWER

By the President.

HERBERT HOOVER JR  
*Acting Secretary of State*



# ITALY

## Double Taxation: Income

*Convention signed at Washington March 30, 1955;  
Ratification advised by the Senate of the United States of  
America July 29, 1955;  
Ratified by the President of the United States of America  
August 22, 1955;  
Ratified by Italy July 25, 1956;  
Ratifications exchanged at Rome October 26, 1956:  
Proclaimed by the President of the United States of  
America November 2, 1956;  
Entered into force October 26, 1956;  
Operative retroactively January 1, 1956.*

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BY THE PRESIDENT OF THE UNITED STATES OF AMERICA

### A PROCLAMATION

WHEREAS a convention between the United States of America and the Italian Republic for the avoidance of double taxation and the prevention of fiscal evasion with respect to taxes on income was signed at Washington on March 30, 1955, the original of which convention, in the English and Italian languages, is word for word as follows.

CONVENTION BETWEEN THE UNITED STATES OF AMERICA  
AND THE ITALIAN REPUBLIC FOR THE AVOIDANCE OF  
DOUBLE TAXATION AND THE PREVENTION OF FISCAL EVASION  
WITH RESPECT TO TAXES ON INCOME

The President of the United States of America and the  
President of the Italian Republic being desirous of concluding  
a convention for the avoidance of double taxation and the pre-  
vention of fiscal evasion with respect to taxes on income, have  
appointed for that purpose as their respective Plenipotenti-  
aries

The President of the United States of America.

John Foster Dulles, Secretary of State of the  
United States of America, and

The President of the Italian Republic

Gaetano Martino, Minister of Foreign Affairs  
of the Italian Republic,

who, having communicated to one another their respective full  
powers, found in good and due form, have agreed upon the follow-  
ing Articles

#### ARTICLE I

The taxes referred to in this Convention are

- (a) In the case of the United States
  - the Federal income tax, including surtaxes.
- (b) In the case of Italy.
  - (1) Tax on land (l'imposta sul reddito dei terreni)
  - (2) Tax on buildings (l'imposta sul reddito dei fabbricati)
  - (3) Tax on movable wealth (l'imposta sui redditi di ricchezza mobile)
  - (4) Tax on agricultural income (l'imposta sui redditi agrari)
  - (5) Complementary tax (l'imposta complementare progressiva sul reddito)

#### 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 includes only the States, the Territories of Alaska and Hawaii, and the District of Columbia.
  - (b) The term "Italy" means the Italian Republic
  - (c) The term "permanent establishment" means a branch, office, factory, warehouse or other fixed place of business, but does not include the casual and temporary use of merely storage facilities, nor

does it include an agency unless the agent has and exercises a general authority to negotiate and conclude contracts on behalf of an enterprise or has a stock of merchandise from which he regularly fills orders on its behalf 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 bona fide commission agent, broker or custodian acting in the ordinary course of his business as such. The fact that an enterprise of one of the contracting States maintains in the other State a fixed place of business exclusively for the purchase of goods or merchandise shall not of itself constitute such fixed place of business a permanent establishment of such enterprise 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.

- (d) The term "enterprise of one of the contracting States" means, as the case may be, "United States

enterprise" or "Italian enterprise"

- (e) The term "enterprise" includes every form of undertaking whether carried on by an individual, partnership, corporation, or any other entity
- (f) The term "United States enterprise" means an enterprise carried on in the United States by a resident 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 in the United States or under the law of the United States or of any State or Territory of the United States
- (g) The term "Italian enterprise" means an enterprise carried on in Italy by a resident of Italy or by an Italian corporation or other entity; the term "Italian corporation or other entity" means a corporation or other entity created or organized in Italy or under Italian laws, or a partnership so created or organized.
- (h) 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 Italy, the Ministry of Finance, General Directorship for Direct Taxation.

(2) In the application of the provisions of the present Convention by one of the contracting States any term not otherwise defined shall, unless the context otherwise requires, have the meaning which such term has under the tax laws of such State

### ARTICLE III

(1) An enterprise of one of the contracting States shall not be subject to tax by the other contracting State in respect of its industrial and commercial profits unless it 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 other State

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

(3) Where an enterprise of one of the contracting States is engaged in trade or business in 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, and the profits so attributed shall, subject to the law of such other contracting State, be deemed to be income from sources within such other contracting State and shall be assessed according to the law of such other contracting State.

(4) The competent authorities of the two contracting States may lay down rules by agreement for the apportionment of industrial and commercial profits.

(5) In the determination of the net industrial and commercial profits of the permanent establishment there shall be allowed as deductions all expenses, wherever incurred, reasonably allocable to the permanent establishment, including executive and general administrative expenses so allocable.

#### 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, makes with or imposes on the latter, in their commercial or financial relations, conditions different 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

(1) Income which an enterprise of one of the contracting States derives from the operation of ships or aircraft registered

in that State shall be exempt from taxation in the other contracting State

(2) The present Convention shall be deemed to suspend the arrangement between the United States and Italy providing for relief from double income taxation on shipping profits, effected by exchange of notes dated March 10, 1926 and May 5, 1926.

EAS 10.  
47 Stat. 2599.

#### ARTICLE VI

If one of the contracting States imposes a tax based on property and income, an enterprise of the other contracting State

- (1) shall be subject to such tax for the part which is based on property only with respect to property used or employed in the former State in the activity of such enterprise, and
- (2) shall be exempt from such tax for the part based on income, if the enterprise is exempt from tax on income according to Article III or Article V of this Convention.

#### ARTICLE VII

(1) The rate of tax imposed by one of the contracting States upon dividends received from sources within such State by a resident or corporation or other entity of the other contracting State not having a permanent establishment in the former State shall not exceed 15 percent

(2) It is agreed, however, that the rate of tax imposed at the source on dividends shall not exceed five percent if the

shareholder is a corporation controlling, directly or indirectly, at least 95 percent of the entire voting power in the corporation paying the dividend, and if not more than 25 percent of the gross income of such paying corporation is derived from interest and dividends, other than interest and dividends received from its own subsidiary corporations. Such reduction of the rate to five percent shall not apply if the relationship of the two corporations has been arranged or is maintained primarily with the intention of securing such reduced rate.

(3) Each of the contracting States reserves the right to increase the rates of tax provided in this Article and, if either State so increases such rates in the case of residents or corporations or other entities of the other State, either State may terminate this Article by giving written notice of termination to the other State, through diplomatic channels, on or before the thirtieth day of June of any calendar year, and in such event this Article shall cease to be effective on and after the first day of January in the year next following that in which notice is given.

#### ARTICLE VIII

Royalties and other amounts received as consideration for the right to use copyrights, patents, designs, secret processes and formulas, trade-marks and other like property (including in such royalties and other amounts rentals and like payments in respect of motion picture films or for the use of industrial, commercial, or scientific equipment) from sources within one

of the contracting States by a resident or corporation or other entity of the other contracting State not having a permanent establishment in the former State shall be exempt from taxation in such former State

#### ARTICLE IX

(1) Income from real property (not including interest derived from mortgages and bonds secured by real property) and royalties in respect of the operation of mines, quarries, or other natural resources, shall be taxable only in the contracting State in which such property, mines, quarries, or other natural resources are situated

(2) A resident or corporation or other entity of one of the contracting States deriving any such income from sources within the other contracting State may, for any taxable year, elect to be subject to the tax of such other contracting State, on a net basis, as if such resident or corporation or other entity were engaged in trade or business within such other contracting State through a permanent establishment situated therein during such taxable year

#### ARTICLE X

(1) (a) Wages, salaries and similar compensation, and pensions paid by the United States or by a political subdivision or territory thereof to an individual (other than a citizen of Italy or an individual who has permanent residence status therein) shall be exempt from tax by Italy

(b) Wages, salaries and similar compensation, and pensions paid by Italy or by a political subdivision or territory thereof to an individual (other than a citizen of the United States or an individual who has permanent residence status therein) shall be exempt from tax by the United States

(2) Private pensions and life annuities received from sources within one of the contracting States by individuals residing in the other contracting State shall be exempt from taxation in the former State

(3) The term "pensions", as used in this Article, means periodic payments made in consideration for past 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.

#### ARTICLE XI

(1) Compensation for labor or personal services, including the practice of the liberal professions, shall be taxable only in the contracting State in which such services are rendered.

(2) The provisions of paragraph (1) are, however, subject to the following exceptions

(a) A resident of Italy shall be exempt from United States tax upon such compensation if he is

temporarily present in the United States for a period or periods not exceeding a total of ninety days during the taxable year and the compensation received for such services does not exceed \$2,000 in the aggregate If, however, such compensation is received for labor or personal services performed as an employee of, or under contract with, a resident or corporation or other entity of Italy, he shall be exempt from United States tax if his stay in the United States does not exceed a total of ninety days during the taxable year

(b) The provisions of paragraph (2) (a) of this Article shall apply, mutatis mutandis, to a resident of the United States with respect to compensation for personal services otherwise subject to income tax in Italy

(3) The provisions of this Article shall have no application to the income to which Article X (1) relates

#### ARTICLE XII

A student or business apprentice who is a resident of one of the contracting States (other than a citizen of the other contracting State) but who is temporarily present in the other contracting State exclusively for the purpose of study or training shall be exempt by such other State from tax on payments made to him by persons resident in the former State for the purpose of his maintenance, education and training.

#### ARTICLE XIII

A resident of one of the contracting States (other than a citizen of the other contracting State), 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 exempt in such other contracting State from tax on his remuneration for such teaching for such period

#### ARTICLE XIV

(1) Dividends and interest paid by an Italian corporation to a recipient, other than a citizen or resident of the United States or a United States corporation or other entity, shall be exempt from all income taxes imposed by the United States

(2) Dividends and interest paid by a United States corporation to a recipient, other than a citizen or resident of Italy or an Italian corporation or other entity, shall be exempt from all income taxes imposed by Italy

#### ARTICLE XV

(1) It is agreed that double taxation shall be avoided in the following manner:

(a) The United States in determining its income 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

68A Stat. 285-  
288.  
26 U. S. C. §§  
901-905.

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 sections 901, 902, 903, 904, and 905, Internal Revenue Code of 1954, deduct from its taxes the amount of Italian income taxes

- (b) Italy in determining its income taxes specified in Article I of this Convention in the case of its citizens, residents or corporations or other entities may, regardless of any other provision of this Convention, include in the basis upon which such taxes are imposed all items of income as if this Convention had not come into effect Italy shall, however, deduct from the taxes so calculated the United States tax on income from sources in the United States (not exempt from United States tax under this Convention), other than dividends, but in an amount not exceeding that proportion of the Italian taxes which such income (other than such dividends) bears to the entire income (other than such dividends) of the taxpayer With respect to dividends from sources within the United States and taxes therein, Italy shall allow as a credit 8 percent of the amount of such dividends.

(2) The provisions of this Article shall not be construed to deny the exemptions from United States tax or Italian tax, as the case may be, granted by Articles XII and XIII of this Convention.

#### ARTICLE XVI

Where a taxpayer shows proof that the action of the revenue authorities of the contracting States has resulted, or will result, in double taxation contrary to the provisions of the present Convention, he shall be entitled to lodge a claim with the State of which he is a citizen or, if he is not a citizen of either of the contracting States, with the State of which he is a resident, or, if the taxpayer is a corporation or other entity, with the State in which it is created or organized. Should the claim be upheld, the competent authority of such State will come to an agreement with the competent authority of the other State with a view to equitable avoidance of the double taxation in question.

#### ARTICLE XVII

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 for the administration of statutory provisions against tax avoidance in relation to the taxes which are the subject of the present Convention. Any

information so exchanged shall be treated as secret and shall not be disclosed to any persons other than those (including a court) concerned with the assessment and collection of the taxes which are the subject of the present Convention or the determination of appeals in relation thereto. No information shall be exchanged which would disclose any trade secret or trade process.

#### ARTICLE XVIII

Each of the contracting States may collect such taxes, which are the subject of this Convention, imposed by the other contracting State (as though such taxes were taxes imposed by the former State), as will ensure that the exemptions or reduced rates of taxes granted under the present Convention by such other State shall not be enjoyed by persons not entitled to such benefits.

#### ARTICLE XIX

(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 by, 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.

(3) Should any difficulty or doubt arise as to the interpretation or application of the present Convention, or its relationship to conventions between one of the contracting States and any other State, the competent authorities of the contracting States may settle the question by mutual agreement

#### ARTICLE XX

The competent authorities of the two contracting States may prescribe regulations necessary to interpret and carry out the provisions of this Convention and may communicate with each other directly for the purpose of giving effect to the provisions of this Convention.

#### ARTICLE XXI

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

(2) The present Convention shall become effective on the first day of January of the calendar year in which such exchange takes place. It shall continue to be effective for a period of five years beginning with such first day of January 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 on the first day of January following the expiration of the six-month period.

**CONVENZIONE TRA GLI STATI UNITI D'AMERICA  
E LA REPUBBLICA ITALIANA PER EVITARE LE DOPPIE  
IMPOSIZIONI E PER PREVENIRE LE EVASIONI FISCALI  
IN MATERIA D'IMPOSTE SUL REDDITO**

Il Presidente degli Stati Uniti d'America ed il Presidente della Repubblica Italiana, desiderando di concludere una Convenzione allo scopo di evitare le doppie imposizioni e le evasioni fiscali in materia di imposte sul reddito, hanno, a tale scopo, nominato come loro rappresentanti:

Il Presidente degli Stati Uniti d'America.

John Foster Dulles, Segretario di Stato  
degli Stati Uniti d'America, ed

Il Presidente della Repubblica Italiana.

Gaetano Martino, Ministro degli Affari Esteri  
della Repubblica Italiana,

i quali, essendosi scambiate le rispettive credenziali ed avendole trovate in buona e dovuta forma, hanno convenuto quanto segue:

**ARTICOLO I**

Le imposte cui la presente Convenzione si riferisce sono:

- (a) Per quanto riguarda gli Stati Uniti:  
l'imposta federale sul reddito, incluse le soprasse.
- (b) Per quanto riguarda l'Italia:
  - (1) L'imposta sul reddito dei terreni.
  - (2) L'imposta sul reddito dei fabbricati.
  - (3) L'imposta sui redditi di ricchezza mobile.
  - (4) L'imposta sui redditi agrari.
  - (5) L'imposta complementare progressiva sul reddito.

**ARTICOLO II**

- (1) Ai fini di questa Convenzione:
  - (a) Il termine "Stati Uniti" significa gli Stati Uniti di America e, quando e' usato in senso geografico, include soltanto gli Stati, i Territori dell'Alaska e delle Hawai ed il Distretto di Columbia.
  - (b) Il termine "Italia" significa la Repubblica Italiana.
  - (c) Il termine "organizzazione permanente" comprende le succursali, gli uffici, gli stabilimenti, i magazzini o altri luoghi stabili di affari,

ma non comprende l'uso occasionale e temporaneo di un semplice luogo di deposito, ne' una agenzia, salvo che l'agente abbia ed eserciti un potere generale di negoziare e concludere contratti per conto dell'impresa o abbia un deposito di merci per la regolare esecuzione degli ordini per conto dell'impresa. Non si considera che una impresa di uno dei due Stati contraenti abbia una organizzazione permanente nell'altro Stato per il solo fatto che l'impresa compia affari in questo secondo Stato per mezzo di un commissionario bona fide, di un mediatore o di un curatore che operino nell'ambito della loro normale attività'. Il mantenimento di un luogo stabile di affari nel territorio di uno degli Stati contraenti da parte di una impresa dell'altro Stato, esclusivamente per l'acquisto di merci o prodotti, non costituisce, in se' e per se', un'organizzazione permanente di tale impresa. Il fatto che una societa' di uno degli Stati contraenti abbia una societa' sussidiaria, che sia una societa' dell'altro Stato o che svolga un'attività commerciale o industriale nell'altro Stato, non puo', in se' e per se', far considerare la societa' sussidiaria come una organizzazione permanente della societa' madre.

- (d) Il termine "impresa di uno degli Stati contraenti" significa, a seconda dei casi, un'impresa degli Stati Uniti o un'impresa italiana.
- (e) Il termine "impresa" include ogni forma di attività svolta da una persona fisica, da una società di qualunque tipo o da qualunque altro ente.
- (f) Il termine "impresa degli Stati Uniti" significa un'impresa gestita negli Stati Uniti da un residente negli Stati Uniti o da una società o altro ente degli Stati Uniti, il termine "società o altro ente degli Stati Uniti" comprende le società di qualunque tipo o gli altri enti costituiti o organizzati negli Stati Uniti o secondo la legge degli Stati Uniti o di qualunque Stato o Territorio degli Stati Uniti.
- (g) Il termine "impresa italiana" significa un'impresa gestita in Italia da un residente in Italia o da una società o altro ente italiano; il termine "società o altro ente italiano" comprende le società di qualunque tipo o gli altri enti costituiti o organizzati in Italia o secondo la legge italiana.
- (h) Il termine "autorità competenti" significa, per quanto riguarda gli Stati Uniti, il "Commissioner of Internal Revenue" come autorizzato dal Segre-

tario di Stato per il Tesoro; e, per quanto riguarda l'Italia, il Ministero delle Finanze, Direzione Generale delle Imposte Dirette.

(2) Nell'applicazione delle clausole della presente Convenzione da parte di uno degli Stati contraenti i termini non esplicitamente definiti conservano, a meno che il contesto non richieda altrimenti, il significato che essi hanno nella legislazione fiscale di questo Stato.

### ARTICOLO III

(1) Un'impresa di uno degli Stati contraenti non e' soggetta ad imposta nell'altro Stato contraente per i suoi profitti industriali e commerciali, a meno che essa svolga una attivita' commerciale o industriale in tale altro Stato per mezzo di un'organizzazione permanente ivi situata. Se essa svolge tale attivita', detto altro Stato puo' applicare le proprie imposte sull'intero reddito che all'impresa deriva da fonti situate nel suo territorio.

(2) Nel determinare i profitti industriali o commerciali derivanti da fonti situate in uno degli Stati contraenti ad una impresa dell'altro Stato contraente, si stabilisce che non sorgano profitti per il semplice acquisto di merci o prodotti nel primo Stato contraente da parte di tale impresa.

(3) Quando un'impresa di uno degli Stati contraenti svolge un'attivita' commerciale o industriale nell'altro Stato contraente per mezzo di una organizzazione permanente ivi situata, sono attribuiti a tale organizzazione permanente i profitti in-

dustriali o commerciali che si ritiene potrebbero essere stati da essa ricavati se fosse stata un'impresa indipendente operante nella stessa o in simili attivita', alle stesse o simili condizioni, senza alcun legame con l'impresa di cui e' organizzazione permanente. I profitti cosi' attribuiti sono considerati, in conformita' della legge di tale altro Stato contraente, come reddito derivante da fonti situate in esso altro Stato contraente e sono accertati secondo la legge ivi vigente.

(4) Le autorita' competenti dei due Stati contraenti possono stabilire d'accordo i criteri per la ripartizione dei profitti industriali e commerciali.

(5) Nella determinazione dei profitti netti industriali e commerciali dell'organizzazione permanente sono ammesse in deduzione tutte le spese, ovunque sostenute, ragionevolmente imputabili a tale organizzazione permanente, incluse le spese amministrative, esecutive e generali cosi' imputabili.

#### ARTICOLO IV

Quando un'impresa di uno degli Stati contraenti, per il fatto della sua partecipazione alla direzione o alla struttura finanziaria di un'impresa dell'altro Stato contraente, fa o impone a quest'ultima impresa, nelle loro relazioni commerciali o finanziarie, condizioni diverse da quelle che sarebbero state fatte ad un'impresa indipendente, i profitti, che normalmente avrebbero incrementato il reddito di una delle imprese in mancanza di tali condizioni, possono essere inclusi nei profitti di tale impresa e tassati in conseguenza.

## ARTICOLO V

(1) Il reddito che un'impresa di uno degli Stati contraenti trae dalla gestione di navi o di aeromobili immatricolati in tale Stato sono esenti da imposizione nell'altro Stato contraente.

(2) Con la presente Convenzione resta sospeso l'Accordo tra gli Stati Uniti e l'Italia per eliminare la doppia imposizione sui profitti relativi alla navigazione marittima, concluso con scambio di note in data 10 marzo e 5 maggio 1926.

## ARTICOLO VI

Se uno degli Stati contraenti applica un'imposta commisurata al patrimonio e al reddito, un'impresa dell'altro Stato contraente

- (1) e' soggetta a questa imposta per la parte che e' commisurata al patrimonio soltanto rispetto al patrimonio destinato o impiegato nel primo Stato per lo svolgimento della sua attivita', e
- (2) e' esente da questa imposta per la parte commisurata al reddito, se l'impresa e' esente dall'imposta sul reddito in base all'articolo III o articolo V della presente Convenzione.

## ARTICOLO VII

(1) L'aliquota d'imposta applicata da uno degli Stati contraenti sui dividendi provenienti da fonti situate in tale Stato ad un residente, ad una societa' o altro ente dell'altro Stato contraente, che non abbia una organizzazione permanente nel primo Stato, non deve eccedere il 15 per cento.

(2) E' convenuto, tuttavia, che l'aliquota dell'imposta applicata alla fonte sui dividendi non deve eccedere il 5 per cento quando l'azionista sia una societa' (corporation) che controlla, direttamente o indirettamente, almeno per il 95 per cento il numero totale dei voti della societa' che paga il dividendo, e quando non oltre il 25 per cento del reddito lordo di questa societa' provenga da interessi e dividendi diversi dagli interessi e dividendi ricevuti dalle proprie societa' sussidiarie. Tale riduzione di aliquota al 5 per cento non si applica se la relazione tra le due societa' e' stata costituita o e' conservata essenzialmente con l'intenzione di beneficiare dell'aliquota ridotta.

(3) Ciascuno degli Stati contraenti si riserva il diritto di aumentare le aliquote dell'imposta previste in questo articolo e, se uno dei due Stati aumenta tali aliquote nei confronti dei residenti o societa' o altri enti dell'altro Stato, ciascuno dei due Stati puo' far venire meno l'efficacia di questo articolo col darne notifica scritta all'altro Stato, attraverso le vie diplomatiche, entro il 30 giugno di ciascun anno solare; e in tal caso questo articolo cessa di avere effetto con il pri-

mo gennaio dell'anno successivo a quello in cui e' stata notificata la denuncia.

#### ARTICOLO VIII

I canoni ed i proventi che derivano, in corrispettivo della concessione del diritto all'uso di diritti di autore, di brevetti, disegni, processi e formule segrete, marchi di fabbrica e simili (inclusi in tali canoni e proventi i canoni e analoghi pagamenti relativi a pellicole cinematografiche o all'uso di attrezzature industriali, commerciali o scientifiche), da fonti situate in uno degli Stati contraenti a favore di un residente o societa' od altro ente dell'altro Stato contraente, che non abbia una organizzazione permanente nel primo Stato, sono esenti da imposizione in tale primo Stato.

#### ARTICOLO IX

(1) I redditi derivanti da beni immobili (esclusi gli interessi di crediti ipotecari e di obbligazioni garantite su beni immobili) ed i canoni riscossi per lo sfruttamento di miniere, di cave o di altre risorse naturali sono imponibili solo nello Stato contraente in cui detti beni, miniere, cave o altre risorse naturali sono situati.

(2) Il residente, la societa' o altro ente di uno degli Stati contraenti che ricavi uno qualsiasi dei redditi sopra indicati da fonti situate nell'altro Stato contraente, puo' chiedere di essere assoggettato, per qualunque anno im-

ponibile, alle imposte di detto altro Stato, su una base netta come se tale residente, societa' o altro ente svolgesse durante detto anno imponibile un'attivita' commerciale o industriale in detto altro Stato contraente mediante una organizzazione permanente ivi situata.

#### ARTICOLO X

(1) (a) Salari, stipendi e simili retribuzioni, e pensioni pagati dagli Stati Uniti o da una loro suddivisione politica o territoriale ad una persona (che non sia un cittadino italiano o che non abbia la residenza permanente in Italia) sono esenti dalle imposte applicate in Italia.

(b) Salari, stipendi e simili retribuzioni, e pensioni pagati dall'Italia o da una sua suddivisione politica o territoriale ad una persona (che non sia un cittadino degli Stati Uniti o che non abbia la residenza permanente negli Stati Uniti) sono esenti dalle imposte applicate dagli Stati Uniti.

(2) Le pensioni private ed i vitalizi provenienti da fonti situate in uno degli Stati contraenti a favore di individui residenti nell'altro Stato contraente sono esenti dalle imposte del primo Stato.

(3) Il termine "pensioni", ai sensi di questo articolo, comprende i pagamenti periodici fatti in corrispettivo di servizi resi in passato o quale compenso per lesioni riportate.

(4) Il termine "vitalizi", ai sensi di questo articolo, comprende le somme fisse pagabili periodicamente a date stabilite vita natural durante, oppure durante un determinato numero di anni, in dipendenza dell'obbligo contratto di effettuare tali pagamenti in compenso per un adeguato e pieno corrispettivo in danaro o in beni valutabili in danaro.

#### ARTICOLO XI

(1) I compensi per lavoro o per servizi personali, compreso l'esercizio delle professioni libere, sono tassabili solo nello Stato contraente in cui tali servizi vengono prestati.

(2) Le disposizioni del paragrafo (1) sono, tuttavia, soggette alle seguenti eccezioni:

(a) Il residente in Italia e' esente dall'imposta degli Stati Uniti sui compensi suddetti se soggiorna temporaneamente negli Stati Uniti per un periodo o per periodi di tempo non superiori in complesso a novanta giorni per anno imponibile e il compenso percepito non supera un totale di 2.000 dollari. Tuttavia, se il suo compenso e' percepito per lavori o per servizi personali prestati in qualita' d'impiegato oppure in virtu' d'un contratto stipulato con un residente in Italia o con una società' o altro ente italiano, egli e' esente dall'imposta degli Stati Uniti qualora il suo

soggiorno negli Stati Uniti non superi, in complesso, i novanta giorni durante l'anno imponibile.

(b) Le disposizioni del paragrafo (2) (a) del presente articolo si applicano, mutatis mutandis, al residente negli Stati Uniti per i compensi relativi ai servizi personali che sarebbero altrimenti compiti in Italia dall'imposta sul reddito.

(3) Le disposizioni del presente articolo non si applicano ai redditi indicati nell'articolo X (1).

#### ARTICOLO XII

Uno studente o apprendista che e' residente in uno degli Stati contraenti (che non sia cittadino dell'altro Stato contraente) ma che e' temporaneamente residente nell'altro Stato contraente esclusivamente allo scopo di studio o di istruzione e' esente in tale altro Stato da imposta sulle somme che riceve da persona residente nel primo Stato a scopo di mantenimento, educazione e istruzione.

#### ARTICOLO XIII

Il residente in uno degli Stati contraenti (che non sia cittadino dell'altro Stato contraente) che soggiorni temporaneamente nell'altro Stato contraente a scopo di insegnamento, per un periodo non superiore a due anni, in una universita', una scuola o altro istituto d'istruzione nell'altro Stato contraente, e' esente da imposte in tale altro Stato contraente per il compenso di detto insegnamento durante il periodo sopra indicato.

## ARTICOLO XIV

(1) I dividendi e gli interessi pagati da una societa' (corporation) italiana ad un percipiente che non sia ne' cittadino, ne' residente negli Stati Uniti, ne' una societa' od altro ente negli Stati Uniti, sono esenti da ogni imposta sul reddito da parte degli Stati Uniti.

(2) I dividendi e gli interessi pagati da una societa' (corporation) degli Stati Uniti ad un percipiente che non sia ne' un cittadino, ne' un residente italiano, ne' una societa' od altro ente italiano, sono esenti da ogni imposta sul reddito da parte dell'Italia.

## ARTICOLO XV

(1) Si conviene che la doppia imposizione sara' evitata nel modo seguente:

(a) Gli Stati Uniti, nel calcolare le proprie imposte sul reddito specificate nell'articolo I della presente Convenzione nei confronti dei propri cittadini, residenti o societa' o altri enti, possono, prescindendo da ogni altra norma prevista nella Convenzione stessa, includere nella base sulla quale tali imposte vengono determinate tutti i cespiti di reddito imponibile secondo le leggi fiscali degli Stati Uniti, come se questa Convenzione non fosse entrata in vigore.

Gli Stati Uniti devono, tuttavia, in conformita' delle norme delle sezioni 901, 902, 903, 904 e

905 del Codice fiscale del 1954, dedurre dalle proprie imposte l'ammontare delle imposte italiane sul reddito.

- (b) L'Italia, nel calcolare le proprie imposte sui redditi specificate nell'articolo I della presente Convenzione nei confronti dei propri cittadini, residenti, societa' o altri enti, puo', prescindendo da ogni altra norma prevista nella Convenzione stessa, includere nella base sulla quale tali imposte vengono determinate tutti i cespiti di reddito, come se questa Convenzione non fosse entrata in vigore. L'Italia deve, tuttavia, dedurre dalle imposte cosi' determinate l'imposta degli Stati Uniti sul reddito derivante da fonti situate negli Stati Uniti (non esenti dall'imposta negli Stati Uniti in virtu' della presente Convenzione), non costituito da dividendi, ma per un ammontare non eccedente la quota delle imposte italiane attribuibile a tale reddito (diverso dai dividendi) nella proporzione in cui il detto reddito ha concorso a formare il reddito complessivo (diverso dai dividendi) del contribuente. Per i dividendi che provengono da fonti situate negli Stati Uniti e ivi tassati, l'Italia concede una detrazione dell'8 per cento dell'ammontare di tali dividendi.

(2) Le norme di questo articolo non possono essere interpretate in maniera da far venir meno le esenzioni dalle imposte italiane o degli Stati Uniti, a seconda dei casi, concesse dagli articoli XIII e XIVI di questa Convenzione.

#### ARTICOLO XVI

Il contribuente il quale dimostri che l'azione della autorita' fiscale di uno degli Stati contraenti abbia dato o dara' luogo ad una doppia imposizione in contrasto con le norme della presente Convenzione, ha diritto di presentare un ricorso allo Stato di cui egli e' cittadino o, se egli non sia cittadino di nessuno degli Stati contraenti, allo Stato in cui egli e' residente, o, se il contribuente e' una socie-ta' o altro ente, allo Stato in cui e' costituito o organizzato. Se il ricorso e' ritenuto fondato, la competente autorita' di tale Stato prendera' accordi con la competente autorita' dell'altro Stato, allo scopo di evitare equamente la doppia imposizione in questione.

#### ARTICOLO XVII

Le competenti autorita' degli Stati contraenti si scambieranno le informazioni (in quanto disponibili in virtu' delle rispettive leggi fiscali) necessarie per eseguire le clausole della presente Convenzione o per prevenire frodi o per applicare le disposizioni legali contro le evasioni alle imposte di cui la presente Convenzione si riferisce. Le informazioni cosi' scambiate saranno tenute segrete e potranno

essere portate a conoscenza esclusivamente di coloro (compresi gli organi giurisdizionali) che sono interessati all'accertamento e alla riscossione delle imposte cui la presente Convenzione si applica, o ai ricorsi concernenti le imposte stesse. Non saranno scambiate le informazioni che porterebbero alla rivelazione di un segreto o di un processo industriale o commerciale.

#### ARTICOLO XVIII

Ciascuno degli Stati contraenti puo' riscuotere le imposte, che sono oggetto di questa Convenzione, applicate dall'altro Stato contraente (come se dette imposte fossero applicate da esso stesso) in modo da impedire che le esenzioni o riduzioni di aliquota concesse in base alla presente Convenzione da tale altro Stato contraente vadano a vantaggio di persone che non abbiano diritto a tali benefici.

#### ARTICOLO XIX

(1) Le norme di questa Convenzione non possono essere interpretate in modo da negare o menomare in qualsiasi maniera il diritto del personale diplomatico e consolare ad altre maggiori esenzioni di cui ora benefici o che possano essergli accordate in futuro.

(2) Le norme di questa Convenzione non possono essere interpretate in maniera da restringere comunque qualsiasi esenzione, detrazione dall'imponibile o dall'imposta, o altri abbuoni ora o in avvenire accordati dalle leggi di uno degli Stati contraenti nella determinazione delle proprie imposte.

(3) Ove sorgessero dubbi o difficolta' circa l'interpretazione o l'applicazione della presente Convenzione, o la sua connessione con le Convenzioni concluse da uno degli Stati contraenti con qualsiasi altro Stato, le autorita' competenti degli Stati contraenti possono risolvere il problema di mutuo accordo.

#### ARTICOLO XX

Le competenti autorita' dei due Stati contraenti possono emanare i regolamenti necessari per interpretare ed attuare le norme della presente Convenzione e possono corrispondere direttamente tra loro per rendere effettive le clausole di essa.

#### ARTICOLO XXI

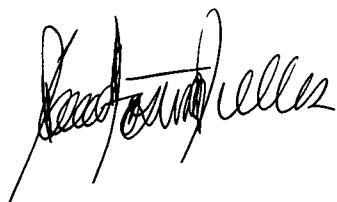
(1) La presente Convenzione sara' ratificata e gli strumenti di ratifica saranno scambiati a Roma appena possibile.

(2) La presente Convenzione avra' effetto dal 1º gennaio dell'anno solare in cui tale scambio avra' avuto luogo. Essa continuera' ad aver vigore per un periodo di cinque anni a partire dal 1º gennaio sopra indicato ed indefinitamente dopo tale periodo, ma puo' essere fatta cessare da ciascuno degli Stati contraenti alla fine del quinquennio o in qualsiasi momento successivo, purche' sia stata denunziata almeno sei mesi prima; in tale ipotesi, la presente Convenzione cessera' di avere efficacia dal 1º gennaio successivo alla scadenza del suddetto periodo di mesi sei.

DONE at Washington, in  
duplicate, in the English  
and Italian languages, the  
two texts having equal  
authenticity, this 30th  
day of March, 1955.

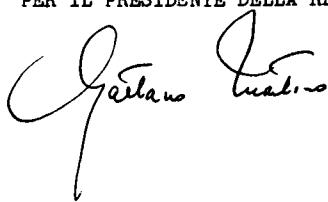
FATTA a Washington, in  
doppio esemplare, in lingua  
inglese e italiana, avendo  
i due testi eguale valore,  
addi' 30 marzo, 1955.

FOR THE PRESIDENT OF THE UNITED STATES OF AMERICA:  
PER IL PRESIDENTE DEGLI STATI UNITI D'AMERICA:



[SEAL]

FOR THE PRESIDENT OF THE ITALIAN REPUBLIC:  
PER IL PRESIDENTE DELLA REPUBBLICA ITALIANA.



[SEAL]

AND WHEREAS the Senate of the United States of America, by their resolution of July 29, 1955, two-thirds of the Senators present concurring therein, did advise and consent to the ratification of the aforesaid convention,

AND WHEREAS the aforesaid convention was duly ratified by the President of the United States of America on August 22, 1955, in pursuance of the aforesaid advice and consent of the Senate, and was duly ratified on the part of the Italian Republic;

AND WHEREAS the respective instruments of ratification of the aforesaid convention were duly exchanged at Rome on October 26, 1956,

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

AND WHEREAS, accordingly, upon the exchange of instruments of ratification of the aforesaid convention, the convention became effective retroactively beginning January 1, 1956,

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

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

DONE at the city of Washington this second day of November  
in the year of our Lord one thousand nine hundred  
[SEAL] fifty-six and of the Independence of the United States  
of America the one hundred eighty-first.

DWIGHT D EISENHOWER

By the President.

HERBERT HOOVER JR

*Acting Secretary of State*

# **MULTILATERAL**

## **Status of Tangier**

***Final Declaration and Annexed Protocol  
Dated at Tangier October 29, 1956;  
Entered into force October 29, 1956.***

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### **CONFERENCE DE TANGER**

**(OCTOBRE 1956)**

### **DECLARATION FINALE ET PROTOCOLE ANNEXE**

**DECLARATION FINALE  
DE LA CONFERENCE INTERNATIONALE DE TANGER**

Sur l'invitation de Sa Majesté le Sultan du Maroc, une conférence internationale s'est réunie à Fédala et à Tanger du 8 Octobre au 29 octobre 1956 sous la présidence de S. E. le Ministre des Affaires étrangères, représentant Sa Majesté le Sultan, en vue du règlement des questions soulevées par l'abrogation du régime spécial de la zone de Tanger.

Les gouvernements de:

Belgique

Espagne

Etats-Unis d'Amérique

France

Italie

Maroc

Pays-Bas

Portugal

Royaume Uni de Grande Bretagne et de l'Irlande du Nord

représentés par leurs plénipotentiaires soussignés;

**-I-**

Désireux de consacrer les principes de l'Indépendance du Maroc, de l'Unité et de l'Intégrité de son territoire,

Sont d'accord pour reconnaître l'abolition du régime international de la zone de Tanger et déclarent abrogés, pour autant qu'ils y aient participé, tous les actes, accords et conventions concernant ledit régime;

Reconnaissent en conséquence que Sa Majesté Chérifienne a recouvré l'intégralité de ses pouvoirs et compétences dans cette partie de l'Empire Chérifien qui ne relève plus désormais que de Sa Souveraineté entière et exclusive et qu'il en résulte pour Elle le libre droit à la détermination du régime futur de Tanger.

**-II-**

Considérant la Haute Sollicitude affirmée par Sa Majesté Chérifienne à l'égard des intérêts privés nés sous l'ancien régime de Tanger et Son Haut Souci d'assurer leur sécurité dans le présent et de favoriser leur développement dans l'avenir,

Animés du désir de régler les questions soulevées par la disparition du régime international de Tanger selon les principes de justice et d'équité et dans l'esprit de compréhension et d'amitié qui a toujours présidé aux rapports du Maroc avec les autres puissances signataires de la présente Déclaration,

Ont arrêté d'un commun accord les dispositions contenues dans le Protocole ci-annexé.

-III-

La présente Déclaration et ledit Protocole entrent en vigueur à la date de leur signature.

En foi de quoi les soussignés, autorisés à cet effet par leurs gouvernements respectifs, y ont apposé leur signature.

Fait à Tanger, en neuf exemplaires, le 29 Octobre 1956

Pour la Belgique : M. Stéphane HALOT

Pour l'Espagne : M. Cristobal del CASTILLO

Pour les Etats-Unis d'Amérique : M. Cavendish W. CANNON

Pour la France : M. le Baron Robert de BOISSESON

Pour l'Italie : M. Alberto PAVERI FONTANA

Pour le Maroc : M. Ahmed BALAFREJ

Pour les Pays-Bas : M. H.M. DINGEMANS

Pour le Portugal : M. Manuel HOMEM DE MELLO

Pour le Royaume Uni de Grande-Bretagne et de l'Irlande du Nord : M. Geoffrey MEADE

## PROTOCOLE ANNEXE

En vue du règlement des questions soulevées par l'abrogation du Statut spécial de la Zone de Tanger, les signataires de la Déclaration du 29 octobre 1956 ont adopté à l'unanimité les dispositions qui font l'objet du présent protocole.

### -CHAPITRE PREMIER-

#### LEGISLATION ET PATRIMOINE

*Article Premier.*—L'abrogation du régime spécial de Tanger met fin à la délégation générale et permanente conférée à l'Administration Internationale par le Dahir du 16 Février 1924. En conséquence, l'Administration Internationale cesse d'exercer les pouvoirs de gestion qui lui avaient été confiés.

*Article 2.*—L'Etat marocain, qui reprend possession des domaines public et privé confiés à l'Administration Internationale en vertu du Dahir du 16 Février 1924, recueille les biens propres de celle-ci constitués conformément aux stipulations de l'article 43 du Dahir sus-mentionné. Sous réserve des dispositions relatives aux concessions, locations et autorisations prévues au chapitre IV, l'Etat marocain prend à sa charge les dettes et les obligations régulièrement contractées par l'Administration Internationale dans les limites de la délégation accordée à celle-ci par Sa Majesté le Sultan.

*Article 3.*—Les dispositions législatives et réglementaires en vigueur dans la Zone de Tanger à la date de la signature du présent protocole demeurent applicables tant qu'elles n'auront pas été modifiées ou abrogées.

*Article 4.*—La situation des personnes exerçant une profession libérale à Tanger à la date de la signature du présent protocole sera respectée. Toutefois le Gouvernement marocain se réserve le droit de vérifier la régularité des conditions auxquelles elles ont été admises à exercer leurs professions et de les soumettre à la législation marocaine concernant l'exercice de leurs activités professionnelles.

*Article 5.*—Dans le cas où l'extension à Tanger de la législation en vigueur au Maroc mettrait en cause le fonctionnement des sociétés et des établissements bancaires ou financiers, le Gouvernement marocain prendrait en considération la situation des intéressés et leur accorderait un délai raisonnable pour leur permettre de se conformer aux dispositions de cette législation.

**-CHAPITRE II-**  
**FONCTION PUBLIQUE**

*Article 6.*—Dans un délai maximum de six mois à compter de l'entrée en vigueur du présent protocole, le Gouvernement marocain notifiera à chacun des fonctionnaires de l'Administration Internationale son intention de le conserver ou non à son service et fera connaître, à ceux qu'il désire conserver, les conditions d'emploi qui leur sont offertes.

*Article 7.*—Pour les fonctionnaires que le Gouvernement marocain ne désire pas conserver à son service, la notification précitée ouvrira un préavis de trente jours au terme duquel lesdits fonctionnaires seront définitivement rayés des cadres et cesseront de percevoir un traitement.

*Article 8.*—Les fonctionnaires que le Gouvernement marocain désire conserver à son service devront faire connaître dans le mois qui suivra la communication des propositions à eux faite, s'ils les acceptent. En cas de refus, ils seront licenciés et définitivement rayés des cadres.

*Article 9.*—Les fonctionnaires rayés des cadres en application des dispositions des articles 7 et 8 auront droit:

a) au pécule prévu par la loi du 20 Mars 1950 organisant la Caisse de Prévoyance de l'Administration Internationale;

b) à l'indemnité forfaitaire pour frais de déménagement et d'installation telle qu'elle est fixée par l'article 34 de la loi du 17 Août 1950 pour les fonctionnaires recrutés hors de l'ancienne zone, à la condition qu'ils transportent leur domicile hors de cette zone dans un délai maximum de dix-huit mois à compter de la cessation de leurs fonctions;

c) au traitement correspondant aux journées de congé auxquelles ils pouvaient avoir droit au moment de leur radiation des cadres, conformément à l'article 36 de la loi du 17 Août 1950;

d) à une indemnité de licenciement calculée de la façon suivante:

1/ les fonctionnaires appartenant à une administration du pays dont ils sont les ressortissants percevront une indemnité égale à six mois de traitement en principal et accessoires.

2/ les fonctionnaires qui n'appartiennent pas à une administration du pays dont ils sont les ressortissants percevront:

—soit une indemnité égale à six mois de traitement en principal et accessoires lorsqu'ils seront rayés des cadres à la suite de leur refus d'accepter les conditions d'emploi qui leur seront offertes.

—soit une indemnité égale à un an de traitement en principal et accessoires lorsqu'ils seront rayés des cadres sans avoir été l'objet de propositions de réemploi de la part de l'Administration marocaine.

Les dispositions ci-dessus sont applicables au personnel statutaire et judiciaire comme au personnel administratif.

*Article 10.*—Si à l'expiration du délai de six mois, prévu à l'article 6 le Gouvernement marocain ajourne au delà de trois mois la manifestation de ses intentions à l'égard d'un fonctionnaire, celui-ci pourra à tout moment être rayé des cadres sur sa demande et il percevra alors, suivant la catégorie à laquelle il appartient, les indemnités prévues à l'article 9.

*Article 11.*—Les fonctionnaires que le Gouvernement marocain conserverait à son service pourront, sur leur demande, obtenir le versement du pécule qui leur est dû par la Caisse de Prévoyance.

*Article 12.*—Jusqu'à l'expiration du préavis fixé à l'article 7 pour les fonctionnaires qui ne seront pas repris par l'Administration marocaine, ou jusqu'à la conclusion du contrat d'emploi pour les fonctionnaires maintenus en service, les rapports entre les fonctionnaires intéressés et l'Administration marocaine resteront régis, en ce qui concerne leurs droits et obligations respectifs, notamment en matière d'émoluments, discipline, attributions, par les textes qui fixaient le statut des fonctionnaires sous l'empire de la législation de la zone et sous réserve des modifications qui interviendraient en raison de la disparition des anciens organismes et autorités disciplinaires.

### —CHAPITRE III—

#### ETABLISSEMENTS CULTURELS, SCIENTIFIQUES ET HOSPITALIERS

*Article 13.*—Les établissements culturels, scientifiques et hospitaliers existant à Tanger à la date de la signature du présent protocole, sont maintenus. Toutefois, le Gouvernement marocain se réserve le droit de les soumettre aux dispositions législatives qui régiraient le fonctionnement de ces établissements, compte tenu des stipulations des conventions culturelles bilatérales à conclure. Un délai raisonnable sera accordé aux intéressés pour l'application des dites dispositions législatives.

### —CHAPITRE IV—

#### CONCESSIONS, LOCATIONS ET AUTORISATIONS

*Article 14.*—En matière de concessions, locations et autorisations, l'abrogation du régime spécial de Tanger et l'intégration dans

l'Empire Chérifien qui en résulte entraînent sur cette partie du territoire l'application de la législation marocaine dans les conditions prévues aux articles du présent chapitre.

*Article 15.*—Seront respectées les concessions régulièrement acquises et dûment agréées par Dahir de Sa Majesté le Sultan, antérieurement à la promulgation du Statut ou postérieurement à cette promulgation, dans la mesure où elles sont conformes à l'Article 45 du Statut et à la condition qu'elles soient assujetties à la législation en vigueur au Maroc.

*Article 16.*—Seront prises en considération par Sa Majesté le Sultan, pour un règlement aussi rapide que possible, selon le principe de justice et d'équité, les concessions octroyées par l'Administration internationale pour une durée excédant celle du Statut.

*Article 17.*—Seront pris en considération par Sa Majesté le Sultan, pour un règlement aussi rapide que possible, selon le principe de justice et d'équité, les avenants qui ont été obtenus de bonne foi de l'Administration Internationale, lorsque lesdits avenants n'auront pas été accordés dans les limites de la compétence de l'Administration ou n'auront pas été expressément agréés par Sa Majesté le Sultan.

*Article 18.*—Seront respectées les locations et autorisations intervenues dans les limites de la délégation statutaire conférée à l'Administration Internationale.

*Article 19.*—Seront prises en considération par Sa Majesté le Sultan, pour un règlement aussi rapide que possible, selon le principe de justice et d'équité, les locations et autorisations concédées par l'Administration Internationale dans des conditions non conformes à la délégation statutaire et aux dispositions des lois en vigueur.

#### **-CHAPITRE V-**

#### **POSTES, TELEGRAPHES, TELEPHONES, RADIODIFFUSION ET RADIOTELÉCOMMUNICATIONS**

*Article 20.*—L'abrogation du régime spécial de la Zone de Tanger entraîne l'extension, sur cette partie du territoire, du monopole des Postes, Télégraphes et Téléphones, de la Radiodiffusion et des Radiotélécommunications appartenant à l'Etat marocain. Dans le respect de ce principe, de l'ordre public marocain et des dispositions de la législation actuellement en vigueur, les établissements des Postes, Télégraphes, Téléphones, de la Radiodiffusion et des Radiotélécommunications pourront continuer à fonctionner pendant un délai raisonnable pour permettre aux gouvernements et aux sociétés intéressées:

- a) soit de parvenir avec le Gouvernement marocain à des arrangements particuliers concernant leurs établissements pour lesquels il sera tenu compte des dispositions du chapitre IV du présent protocole,
- b) soit, le cas échéant, de demander des délais suffisants pour leur permettre de prendre des mesures appropriées à leur situation.

Fait à Tanger, en neuf exemplaires, le 29 Octobre 1956

Pour la Belgique : M. Stéphane HALOT

Pour l'Espagne : M. Cristobal del CASTILLO

Pour les Etats-Unis d'Amérique : M. Cavendish W. CANNON

Pour la France : M. le Baron Robert de BOISSESON

Pour l'Italie : M. Alberto PAVERI FONTANA

Pour le Maroc : M. Ahmed BALAFREJ

Pour les Pays-Bas : M. H.H. DEIGEMANS

Pour le Portugal : M. Manuel HOMEM DE MELO

Pour le Royaume Uni de Grande-Bretagne et de l'Irlande du Nord : M. Geoffrey REAUME

*Translation*

TANGIER CONFERENCE

(OCTOBER 1956)

FINAL DECLARATION AND ANNEXED PROTOCOL

**FINAL DECLARATION  
OF THE INTERNATIONAL CONFERENCE IN TANGIER**

At the invitation of His Majesty the Sultan of Morocco, an international conference was held in Fedala and Tangier from October 8 to October 29, 1956, under the presidency of His Excellency the Minister of Foreign Affairs, representing His Majesty the Sultan, for the purpose of settling the questions raised by the abolition of the special régime of the Tangier Zone.

The Governments of:

Belgium  
Spain  
United States of America  
France  
Italy  
Morocco  
Netherlands  
Portugal

United Kingdom of Great Britain and Northern Ireland,  
represented by their undersigned plenipotentiaries;

**-I-**

Desiring to establish the principles of the independence of Morocco and the unity and integrity of its territory,

Have agreed to recognize the abolition of the international régime of the Tangier Zone and hereby declare abrogated, in so far as they have participated therein, all acts, agreements, and conventions concerning the said régime;

Recognize, in consequence, that His Sherifian Majesty has been reinstated in all his powers and capacities in this part of the Sherifian Empire, which shall henceforth be under his entire and sole sovereignty, and that this gives him the unrestricted right to determine the future régime of Tangier.

**-II-**

Considering the deep concern affirmed by His Sherifian Majesty in respect of the private interests created under the former régime

of Tangier and his earnest desire to ensure their security in the present and to promote their development in the future,

Being desirous of settling the questions arising out of the abolition of the international régime of Tangier according to the principles of justice and equity and in the spirit of understanding and friendship that has always prevailed in the relations of Morocco with the other Powers signatory to the present Declaration,

Have drawn up by mutual agreement the provisions contained in the Protocol attached hereto.

-III-

This Declaration and the said Protocol shall come into force on the date of their signature.

In witness whereof, the undersigned, authorized for this purpose by their respective Governments, have hereunto affixed their signatures.

Done at Tangier, in nine copies, on October 29, 1956.

For Belgium: Stéphane Halot  
S HALOT

For Spain: Cristobal del Castillo  
CRISTOBAL DEL CASTILLO

For the United States of America: Cavendish W. Cannon  
CAVENDISH W CANNON

For France: Baron Robert de Boisseson  
R. DE BOISSESON

For Italy: Alberto Paveri Fontana  
A. PAVERI FONTANA

For Morocco: Ahmed Balafrej  
AHMED BALAFREJ

For the Netherlands: H. H. Dingemans  
H. H. DINGEMANS

For Portugal: Manuel Homem de Mello  
MANUEL HOMEM DE MELLO

For the United Kingdom of Great Britain and Northern Ireland:  
Geoffrey Meade  
GEOFFREY MEADE

ANNEXED PROTOCOL

With a view to settling the questions raised by the abrogation of the Special Statute of the Tangier Zone, the signatories of the Declaration of October 29, 1956 have unanimously adopted the provisions that form the subject of the present Protocol.

-CHAPTER I-

LEGISLATION AND DOMAIN

*Article 1.* The abolition of the special régime of Tangier terminates the general and permanent authority conferred on the International Administration by the Dahir of February 16, 1924. In consequence, the International Administration will cease to exercise the administrative powers that had been vested in it.

*Article 2.* The Moroccan State, which recovers possession of the public and private domain entrusted to the International Administration by virtue of the Dahir of February 16, 1924, receives the latter's property as constituted under Article 43 of the aforesaid Dahir. Subject to the provisions relating to the concessions, leases, and authorizations mentioned in Chapter IV, the Moroccan State will take over the debts and obligations duly contracted by the International Administration within the limits of the authority delegated to it by His Majesty the Sultan.

*Article 3.* The laws and regulations in force in the Tangier Zone on the date of signature of this Protocol shall continue in effect so long as they shall not have been amended or abrogated.

*Article 4.* The situation of persons practicing a liberal profession in Tangier on the date of signature of this Protocol shall be respected. Nevertheless, the Moroccan Government reserves the right to verify the regularity of the conditions under which they have been permitted to practice their professions and to make them subject to Moroccan legislation concerning the practice of their professional activities.

*Article 5.* In the event that the extension to Tangier of the legislation in force in Morocco should bring into question the operation of banking or financial companies or establishments, the Moroccan Government would take into consideration the situation of the persons concerned and would grant them a reasonable period within which to comply with the provisions of such legislation.

**-CHAPTER II-****THE CIVIL SERVICE**

*Article 6.* Within a maximum period of six months from the coming into force of the present Protocol, the Moroccan Government will notify each civil servant of the International Administration of its intention to keep him or not to keep him in its service and will inform those whom it wishes to keep of the employment conditions offered them.

*Article 7.* In the case of personnel whom the Moroccan Government does not wish to keep in its service, the aforesaid notice will mark the beginning of a period of thirty days at the expiration of which the said personnel will be definitively dropped from the roll and will cease to receive a salary.

*Article 8.* Personnel whom the Moroccan Government wishes to keep in its service must inform it, within a month of the notification of the offers made to them, whether they accept them. In case of refusal, they shall be discharged and definitively dropped from the roll.

*Article 9.* Personnel dropped from the roll pursuant to Articles 7 and 8 shall be entitled to:

(a) The allowance provided for by the Law of March 20, 1950 organizing the Welfare Fund of the International Administration;

(b) The agreed compensation for moving and installation expenses as fixed in Article 34 of the Law of August 17, 1950 for personnel recruited outside the former Zone, provided they move to a place outside the said Zone within a maximum period of eighteen months from the termination of their duties;

(c) The salary for the days of leave to which they may be entitled at the time of their removal from the roll, in conformity with Article 36 of the Law of August 17, 1950;

(d) Severance pay calculated as follows:

(1) Personnel belonging to an administration of the country of which they are nationals shall receive compensation equal to six months' salary in base pay and allowances;

(2) Personnel not belonging to an administration of the country of which they are nationals shall receive:

Compensation equal to six months' salary in base pay and allowances when they are dropped from the roll after their refusal to accept the employment conditions offered them; or

Compensation equal to one year's salary in base pay and

allowances when they are dropped from the roll without having been offered re-employment by the Moroccan Administration.

The foregoing provisions are applicable to the personnel provided by the Statute and to judicial personnel, as well as to the administrative personnel.

*Article 10.* If, at the expiration of the six months' period stipulated in Article 6, the Moroccan Government delays for more than three months the disclosure of its intentions with regard to a civil servant, the latter may at any time be removed from the roll at his request, and he shall then, according to the category to which he belongs, receive the compensation provided for in Article 9.

*Article 11.* Personnel whom the Moroccan Government keeps in its service may, at their request, obtain payment of the allowance due them from the Welfare Fund.

*Article 12.* Until the expiration of the period fixed in Article 7 for personnel who are not retained by the Moroccan Administration, or until the expiration of their employment contract in the case of personnel continued in service, the relations between the personnel concerned and the Moroccan Administration shall continue to be governed, as regards their respective rights and obligations, particularly in the matter of remuneration, discipline, and duties, by the texts that fixed the status of civil servants under the legislation of the Zone and subject to any changes that might be made because of the abolition of former organizations and disciplinary authorities.

### -CHAPTER III-

#### CULTURAL, SCIENTIFIC, AND HOSPITAL INSTITUTIONS

*Article 13.* Cultural, scientific, and hospital institutions existing in Tangier on the date of signature of the present Protocol shall be maintained. However, the Moroccan Government reserves the right to make them subject to the laws that will govern the operation of such establishments, account being taken of the stipulations of the bilateral cultural conventions to be concluded. A reasonable period will be granted to the institutions concerned for the application of the said laws.

### -CHAPTER IV-

#### CONCESSIONS, LEASES, AND AUTHORIZATIONS

*Article 14.* In the matter of concessions, leases, and authorizations, the abolition of the special régime of Tangier and its consequent incorporation into the Sherifian Empire involves, in this

part of the territory, the application of Moroccan laws under the conditions mentioned in the articles of the present chapter.

*Article 15.* Concessions properly acquired and duly approved by Dahir of His Majesty the Sultan, before or after the promulgation of the Statute, shall be respected in so far as they conform to Article 45 of the Statute and on condition that they are subject to the laws in force in Morocco.

*Article 16.* His Majesty the Sultan will take under advisement, for the earliest possible settlement in accordance with the principle of justice and equity, concessions granted by the International Administration for a period beyond that of the Statute.

*Article 17.* His Majesty the Sultan will take under advisement, for the earliest possible settlement in accordance with the principle of justice and equity, additional arrangements obtained in good faith from the International Administration, when the said arrangements were not granted within the limits of the competence of the Administration or were not expressly approved by His Majesty the Sultan.

*Article 18.* Leases and authorizations obtained under the authority conferred on the International Administration by the Statute shall be respected.

*Article 19.* His Majesty the Sultan will take under advisement, for the earliest possible settlement in accordance with the principle of justice and equity, leases and authorizations granted by the International Administration under conditions not in conformity with its authority under the Statute or with the provisions of the laws in force.

#### -CHAPTER V-

##### POST, TELEGRAPH, TELEPHONE, RADIOBROADCASTING, AND RADIOTELECOMMUNICATION

*Article 20.* The abolition of the special régime of the Tangier Zone involves the extension to that part of the territory of the Post, Telegraph, and Telephone, the Radiobroadcasting, and the Radiotelecommunication monopoly belonging to the Moroccan State. In observance of this principle, of Moroccan public policy, and of the provisions of the legislation in force, the Post, Telegraph, and Telephone, the Radiobroadcasting, and the Radiotelecommunication establishments may continue to operate during a reasonable period to permit the Governments and companies concerned to:

- (a) Enter into special arrangements with the Moroccan Government concerning their establishments, for which account

will be taken of the provisions of Chapter IV of this Protocol; or,

- (b) If necessary, to request sufficient time to enable them to take measures suited to their situation.

Done at Tangier, in nine copies, on October 29, 1956.

For Belgium: Stéphane Halot

S HALOT

For Spain: Cristobal del Castillo

CRISTOBAL DEL CASTILLO

For the United States of America: Cavendish W. Cannon

CAVENDISH W CANNON

For France: Baron Robert de Boisseson

R. DE BOISSESON

For Italy: Alberto Paveri Fontana

A. PAVERI FONTANA

For Morocco: Ahmed Balafrej

AHMED BALAFREJ

For the Netherlands: H. H. Dingemans

H. H. DINGEMANS

For Portugal: Manuel Homem de Mello

MANUEL HOMEM DE MELLO

For the United Kingdom of Great Britain and Northern Ireland:

Geoffrey Meade

GEOFFREY MEADE

# PORtUGAL

## Defense: Loan of Vessels

*Agreement effected by exchange of notes  
Signed at Lisbon November 7, 1956;  
Entered into force November 7, 1956.*

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*The American Ambassador to the Portuguese Minister for Foreign Affairs*

AMERICAN EMBASSY,  
LISBON.  
Nov 7, 1956

EXCELLENCY:

I have the honor to refer to conversations between representatives of our two Governments concerning the loan of two destroyer escorts by the Government of the United States to the Government of Portugal, and to confirm the following understandings reached between our Governments on this subject:

1) The Government of the United States agrees to lend to the Government of Portugal, for the periods set out below, the two destroyer escorts identified in the Annex to this note.

2) The Government of Portugal will retain possession of and use these destroyer escorts in accordance with the conditions contained in this note, the Mutual Defense Assistance Agreement between our two Governments signed on January 5, 1951, and the notes exchanged between our two Governments on January 8, 1952, June 16, 1952 and July 9, 1952.

3) The period of the loan for each destroyer escort shall be five years from the date of its delivery to the Government of Portugal. The Government of the United States may, however, request the return of the destroyer escorts at an earlier date if such action is necessitated by its own defense requirements. In this event the loan shall terminate as of such earlier date.

4) Each destroyer escort, together with its available on-board spares and allowances, including consumable stores and fuel, will be delivered to the Government of Portugal at such place and

TIAS 2187, 2618,  
2674.  
2 UST 438; 3 UST,  
pt. 4, pp. 4648, 4979.

time as may be mutually agreed upon. Each delivery shall be evidenced by a delivery certificate. The Government of Portugal shall have the use of all outfitting equipment, appliances, fuel, consumable stores and spares and replacement parts on-board the destroyer escorts at the time of their delivery.

5) The Government of Portugal may place the destroyer escorts under the Portuguese flag. Title to the destroyer escorts shall remain in the Government of the United States.

6) The Government of Portugal renounces all claims against the Government of the United States arising from the transfer, use or operation of the two destroyer escorts and will save the Government of the United States harmless from any such claims asserted by third parties.

7) Upon the expiration or termination of the loan, each destroyer escort together with all on-board spares and allowances, including consumable stores and fuel, shall be redelivered to the United States at a place and time to be specified by the Government of the United States in substantially the same condition, fair wear and tear excepted, as when transferred. The redelivery shall be without compensation by the United States with respect to any such on-board items which were not on board at the time of the initial delivery. The Government of Portugal agrees to pay the Government of the United States just and reasonable compensation if either or both of the destroyer escorts are damaged or lost. However, the Government of Portugal shall not be liable for damage to or loss of either or both of the destroyer escorts arising out of enemy action sustained while in use under the conditions set forth in paragraph 2 of this note.

If these understandings are acceptable to your Government, I have the honor to propose that this note and Your Excellency's reply constitute an agreement between our two Governments, effective on the date of Your Excellency's reply.

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

JAMES BONBRIGHT

Enclosure:

Annex A

His Excellency

Dr. PAULO ARSENIO VIRISSIMO CUNHA,  
*Minister for Foreign Affairs,*  
*Lisbon.*

## ANNEX A

USS McCoy REYNOLDS (DE-440)  
USS FORMOE (DE-509)

*The Portuguese Minister for Foreign Affairs to the American Ambassador*

MINISTÉRIO DOS NEGÓCIOS ESTRANGEIROS

Gabinete do Ministro

LISBOA, 7 de Novembro de 1956.

SENHOR EMBAIXADOR,

Tenho a honra de acusar a recepção da Nota que em 7 do corrente Vossa Exceléncia teve a amabilidade de dirigir-me nos seguintes termos:

“Tenho a honra de me referir às conversações dos representantes dos nossos dois Governos relativas ao empréstimo de dois “destroyer escorts” pelo Governo dos Estados Unidos ao Governo de Portugal, e de confirmar os seguintes pontos acordados entre os nossos Governos nesta matéria:

1) O Governo dos Estados Unidos concorda em emprestar ao Governo de Portugal, pelos períodos abaixo mencionados, os dois “destroyer escorts” identificados no anexo a esta Nota.

2) O Governo de Portugal permanecerá na posse destes “destroyer escorts” e usá-los-á dentro das condições estabelecidas nesta Nota, no Acordo de auxílio mútuo para a defesa entre Portugal e os Estados Unidos da América assinado em Lisboa em 5 de Janeiro de 1951, e nas Notas trocadas entre os nossos dois Governos em 8 de Janeiro de 1952, 10 de Junho [¹] de 1952 e 9 de Julho de 1952.

3) O prazo de empréstimo para cada “destroyer escort” será de cinco anos a partir da data da sua entrega ao Governo de Portugal. O Governo dos Estados Unidos pode, contudo, solicitar o regresso dos “destroyer escorts” numa data anterior, se tal acção for necessária em virtude das exigências da sua própria defesa. Nesta eventualidade o empréstimo terminará nesta data.

4) Cada “destroyer escort”, conjuntamente com os sobresselentes e mantimentos existentes a bordo, incluindo produtos de consumo e combustível, serão entregues ao Governo de Portugal no local e tempo que forem mutuamente acordados.

<sup>1</sup> Should read “16 de Junho”.

Cada entrega será provada por um certificado de entrega. O Governo de Portugal terá o uso de todo o equipamento, ferramentas, combustível, produtos de consumo, sobresselentes e peças de substituição existentes a bordo dos "destroyer escorts" ao tempo da sua entrega.

5) O Governo de Portugal pode colocar os "destroyer escorts" sob a bandeira portuguesa. O título de propriedade dos "destroyer escorts" continuará em nome do Governo dos Estados Unidos.

6) O Governo de Portugal renuncia a todas as queixas contra o Governo dos Estados Unidos derivadas de transferência, uso ou acção dos dois "destroyer escorts" e excluirá o Governo dos Estados Unidos de queixas sustentadas por terceiras partes.

7) Na altura da expiração ou termo do empréstimo cada "destroyer escort", conjuntamente com os sobresselentes e mantimentos de bordo, incluindo produtos de consumo e combustível, serão restituídos aos Estados Unidos em local e tempo a determinar pelo Governo dos Estados Unidos, substancialmente no estado em que se encontravam, salvo o desgaste normal, quando transferidos. A reentrega far-se-á sem compensação por parte dos Estados Unidos relativamente a quaisquer artigos de bordo que não estivessem a bordo na altura da entrega inicial. O Governo de Portugal concorda em pagar ao Governo dos Estados Unidos uma compensação justa e razoável no caso de dano ou perda de algum ou ambos os "destroyer escorts". Contudo, o Governo de Portugal não será responsabilizado por dano ou perda de algum ou ambos os "destroyer escorts" derivados de acção inimiga enquanto em uso nas condições estabelecidas no parágrafo 2 desta Nota.

Se estes pontos acordados forem considerados aceitáveis pelo seu Governo, tenho a honra de propor que esta Nota e a resposta de Vossa Excelênciia constituam um acordo entre os nossos dois Governos, que se tornará efectivo a partir da data da resposta de Vossa Excelênciia."

Em resposta, tenho a honra de comunicar a Vossa Excelênciia que o Governo Português aceita com prazer o empréstimo dos navios em causa nas condições expostas acima, e considera a Nota de Vossa Excelênciia, juntamente com a presente Nota, como constituindo o acordo dos dois Governos sobre a matéria.

Aproveito o ensejo para apresentar a Vossa Excelência, Senhor Embaixador, os protestos da minha mais alta consideração./.

[SEAL]

PAULO CUNHA

A Sua Excelência

o Senhor JAMES COWLES HART BONBRIGHT

*Embaixador dos Estados Unidos da América*

*etc., etc., etc.*

*ANNEX A*

USS McCoy Reynolds (DE-440)

USS Formoe (DE-509).

PAULO CUNHA

*Translation*

MINISTRY OF FOREIGN AFFAIRS

Office of the Minister

LISBON, November 7, 1956

MR. AMBASSADOR:

I have the honor to acknowledge the receipt of the note which Your Excellency was good enough to send me on the 7th of this month, which reads as follows:

[For the English language text of the note, see *ante*, p. 3051.]

In reply, I have the honor to inform Your Excellency that the Portuguese Government is happy to accept the loan of the vessels in question under the conditions set forth above and considers that Your Excellency's note, together with the present note, constitute the agreement of the two Governments on the matter.

I avail myself of the opportunity to express to Your Excellency the assurances of my highest consideration.

[SEAL]

PAULO CUNHA

His Excellency

JAMES COWLES HART BONBRIGHT,

*Ambassador*

*of the United States of America,*

*etc., etc., etc.*

*ANNEX A*

USS McCoy Reynolds (DE-440)

USS Formoe (DE-509)

PAULO CUNHA



# SPAIN

## Surplus Agricultural Commodities

*Agreement supplementing the agreement of March 5, 1956, as supplemented.* Post, pp. 3061, 3065, 3069.

Signed at La Toja September 15, 1956;  
Entered into force September 15, 1956.

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### SURPLUS AGRICULTURAL COMMODITIES AGREEMENT BETWEEN THE UNITED STATES OF AMERICA AND SPAIN UNDER TITLE I OF THE AGRICULTURAL TRADE DEVELOPMENT AND ASSISTANCE ACT

The Surplus Agricultural Commodities Agreement between the United States of America and Spain under Title I of the Agricultural Trade Development and Assistance Act agreed to at Madrid, Spain, on March 5, 1956 as supplemented by an Agreement dated March 20, 1956 and notes of March 16 and 17, 1956, is hereby further supplemented:

68 Stat. 455.  
7 U.S.C. §§ 1701-  
1709.  
TIAS 3510, 3527,  
3540.  
Ante, pp. 349, 437,  
597.

1. To provide for additional financing by the Government of the United States on or before June 30, 1957 of \$2 million worth of beef plus \$0.3 million for certain ocean transportation costs to be financed by the United States and,
2. To provide that the pesetas accruing to the Government of the United States as a consequence of sales of commodities made pursuant to this supplemental agreement will be used by the Government of the United States as follows:
  - (a) For payment of United States obligations in Spain including base construction and other military expenses the equivalent of \$920,000.
  - (b) For loans to the Government of Spain to promote multi-lateral trade and economic development the peseta equivalent of \$1,380,000. The terms and conditions of such loans will be set forth in a supplemental loan agreement to be negotiated between the two Governments. It is understood that such supplemental agreement will contain a provision designed to insure that

with respect to any payment in pesetas on account of interest or principal due on a loan the amount to be paid will reflect any change that may have taken place in the dollar value of the pesetas between the time of the loan and the time of payment.

The provisions of this Agreement are supplemental to and not in replacement of the provision of the Agreement of March 5, 1956 as supplemented and all relevant provisions of the Agreement of March 5, 1956 as supplemented are equally applicable to this Agreement.

This Agreement shall enter into force upon signature.

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

Done at La Toja September 15, 1956

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA:

JOHN LODGE

ALBERTO MARTÍN ARTAJO

ACUERDO DE PRODUCTOS EXCEDENTES AGRICOLAS  
ENTRE ESPAÑA Y LOS ESTADOS UNIDOS DE AMERICA  
BAJO EL TITULO I DE LA LEY DE ASISTENCIA Y  
DESARROLLO DEL COMERCIO AGRICOLA

El Acuerdo sobre Productos Agrícolas excedentes entre España y los Estados Unidos de América bajo el Título I de la Ley de Asistencia y Desarrollo del Comercio Agrícola concertado en Madrid (España) el 5 de marzo de 1956, suplementado por un Acuerdo de fecha 20 de marzo de 1956 y por Cambio de Notas de fecha de 16 y 17 de marzo de 1956, queda nuevamente suplementado por el presente:

1. Para estipular la financiación adicional por parte del Gobierno de los Estados Unidos hasta o antes del 30 de junio de 1957 de un importe de 2 millones de dólares de carne, más 300.000 dólares en concepto de ciertos costos de transporte marítimo a ser financiados por los Estados Unidos y,
2. Para estipular que las pesetas producidas a favor del Gobierno de los Estados Unidos de América como consecuencia de las ventas de productos realizadas de conformidad con el presente Acuerdo suplementario sean utilizadas por el Gobierno de los Estados Unidos de la manera siguiente:
  - (a) Para el pago de obligaciones de los Estados Unidos en España incluyendo la construcción de bases y otros gastos militares, el equivalente de \$920.000.
  - (b) Para préstamos al Gobierno de España destinados a favorecer el comercio multilateral y el desarrollo económico, el equivalente en pesetas de \$1.380.000. Los términos y condiciones de dichos préstamos figurarán en un Acuerdo de Préstamo suplementario que será negociado entre los dos Gobiernos. Se entiende que tal acuerdo suplementario contendrá una cláusula para asegurar que respecto a cualquier pago en pesetas a cuenta de intereses y del principal debido de un préstamo, reflejará la cantidad a ser pagada cualquier variación que haya podido tener lugar en el valor del dólar contra pesetas entre el momento del préstamo y el momento del pago.

Las cláusulas de este Acuerdo son suplementarias y no sustitutivas de las cláusulas del Acuerdo de 5 de marzo de 1956 y sus suplementos y todas las cláusulas pertinentes del Acuerdo de 5 de marzo de 1956 y sus suplementos son igualmente aplicables al presente Acuerdo.

Este Acuerdo entrará en vigor en el momento de su firma.

En fé de lo cual los respectivos representantes debidamente autorizados para este fin firman el presente Acuerdo.

Hecho en La Toja, a 15 de septiembre de 1956

POR EL GOBIERNO  
DE ESPAÑA

A.M.A

POR EL GOBIERNO DE LOS  
ESTADOS UNIDOS DE AMERICA

J.L

# SPAIN

## Surplus Agricultural Commodities

*Agreement supplementing the agreement of March 5, 1956, as supplemented.* *Post*, pp. 3065, 3069.

*Signed at La Toja September 15, 1956;*  
*Entered into force September 15, 1956.*

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### SURPLUS AGRICULTURAL COMMODITIES AGREEMENT BETWEEN THE UNITED STATES OF AMERICA AND SPAIN UNDER TITLE I OF THE AGRICULTURAL TRADE DEVELOPMENT AND ASSISTANCE ACT

The Surplus Agricultural Commodities Agreement between the United States of America and Spain under Title I of the Agricultural Trade Development and Assistance Act agreed to at Madrid, Spain, on March 5, 1956 as supplemented by an Agreement dated March 20, 1956 and notes of March 16 and 17, 1956, and as supplemented by an Agreement dated September 15, 1956, is hereby further supplemented:

68 Stat. 455.  
7 U. S. C. §§ 1701-  
1709.

TIAS 3510, 3527,  
3540, 3682.  
*Ante*, pp. 349, 437,  
597, 3057.

1. To provide for additional financing by the Government of the United States on or before June 30, 1957 of \$7 million worth of vegetable oils plus \$0.4 million for certain ocean transportation costs to be financed by the United States and,
2. To provide that the pesetas accruing to the Government of the United States as a consequence of sales of commodities made pursuant to this supplemental agreement will be used by the Government of the United States as follows:
  - (a) For payment of United States obligations in Spain including base construction and other military expenses the equivalent of \$2,960,000.
  - (b) For loans to the Government of Spain to promote multi-lateral trade and economic development the peseta equivalent of \$4,440,000. The terms and conditions of such loans will be set forth in a supplemental loan agreement to be negotiated between the two Governments. It is understood that such supplemental agree-

ment will contain a provision designed to insure that with respect to any payment in pesetas on account of interest or principal due on a loan the amount to be paid will reflect any change that may have taken place in the dollar value of the pesetas between the time of the loan and the time of payment.

The provisions of this Agreement are supplemental to and not in replacement of the provision of the Agreement of March 5, 1956 as supplemented and all relevant provisions of the Agreement of March 5, 1956 as supplemented are equally applicable to this Agreement.

This Agreement shall enter into force upon signature.

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

Done at La Toja 15 September, 1956

FOR THE GOVERNMENT OF THE  
UNITED STATES OF AMERICA:

JOHN LODGE

FOR THE GOVERNMENT  
OF SPAIN:

ALBERTO MARTÍN ARTAJO

**ACUERDO DE PRODUCTOS EXCEDENTES AGRICOLAS  
ENTRE ESPAÑA Y LOS ESTADOS UNIDOS DE AMERICA  
BAJO EL TITULO I DE LA LEY DE ASISTENCIA Y  
DESARROLLO DEL COMERCIO AGRICOLA**

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El Acuerdo sobre Productos Agrícolas Excedentes entre España y los Estados Unidos de América bajo el Título I de la Ley de Asistencia y Desarrollo del Comercio Agrícola concertado en Madrid (España) el 5 de marzo de 1956, suplementado por un Acuerdo de fecha 20 de marzo de 1956 y por Cambio de Notas de fecha de 16 y 17 de marzo de 1956, y suplementado por un Acuerdo de fecha de 15 de septiembre de 1956, queda nuevamente suplementado por el presente:

1. Para estipular la financiación adicional por parte del Gobierno de los Estados Unidos hasta o antes del 30 de junio de 1957 de un importe de 7 millones de dólares de aceites vegetales, más 400.000 dólares en concepto de ciertos costos de transporte marítimo a ser financiados por los Estados Unidos y,
2. Para estipular que las pesetas producidas a favor del Gobierno de los Estados Unidos de América como consecuencia de las ventas de productos realizadas de conformidad con el presente Acuerdo suplementario sean utilizadas por el Gobierno de los Estados Unidos de la manera siguiente:
  - (a) Para el pago de obligaciones de los Estados Unidos en España incluyendo la construcción de bases y otros gastos militares, el equivalente de \$2.960.000.
  - (b) Para préstamos al Gobierno de España destinados a favorecer el comercio multilateral y el desarrollo económico, el equivalente en pesetas de \$4.440.000. Los términos y condiciones de dichos préstamos figurarán en un Acuerdo de Préstamo suplementario que será negociado entre los dos Gobiernos. Se entiende que tal acuerdo suplementario contendrá una cláusula para asegurar que con respecto a cualquier pago en pesetas a cuenta de intereses y del principal debido de un préstamo, reflejará la cantidad a ser pagada cualquier variación

que haya podido tener lugar en el valor del dólar contra pesetas entre el momento del préstamo y el momento del pago.

Las cláusulas de este Acuerdo son suplementarias y no sustitutivas de las cláusulas del Acuerdo de 5 de marzo de 1956 y sus suplementos y todas las cláusulas pertinentes del Acuerdo de 5 de marzo de 1956 y sus suplementos son igualmente aplicables al presente Acuerdo.

Este Acuerdo entrará en vigor en el momento de su firma.

En fé de lo cual los respectivos representantes debidamente autorizados para este fin firman el presente Acuerdo.

Hecho en La Toja, a 15 de septiembre de 1956

POR EL GOBIERNO  
DE ESPAÑA

A M A

POR EL GOBIFRNO DE LOS  
ESTADOS UNIDOS DE  
AMERICA,

J L

# SPAIN

## Surplus Agricultural Commodities

*Agreement amending the agreement of March 5, 1956.*

*Post, p. 3069.*

*Effectuated by exchange of notes*

*Signed at Madrid September 20 and 28, 1956;*

*Entered into force September 28, 1956.*

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

AMERICAN EMBASSY, MADRID, SPAIN  
September 20, 1956

EXCELLENCY,

I have the honor to refer to the "Agricultural Commodities Agreement between the United States of America and Spain under Title I of the Agricultural Trade Development and Assistance Act" which was signed in Madrid on March 5, 1956.

Article I, Paragraph I of this Agreement provides "Subject to the issuance and acceptance of purchase authorizations referred to in paragraph 2 of this Article, the Government of the United States of America undertakes to finance on or before June 30, 1956, the sale for Spanish pesetas of certain agricultural commodities determined to be surplus pursuant to Title I of the Agricultural Trade Development and Assistance Act of 1954 to purchasers authorized by the Government of Spain."

It was agreed that \$300,000 of cotton linters would be financed under this Agreement. Inasmuch as the issuance and the acceptance of the purchase authorizations were not made before June 30, 1956, as provided in the Agreement, I have been requested by my Government to obtain the Government of Spain's consent to changing this date in the Agreement to December 31, 1956.

This change in date, if acceptable to the Government of Spain, will enable the United States Department of Agriculture to issue forthwith a purchase authorization for the \$300,000 worth of cotton linters upon application to it by the Spanish Embassy in Washington.

I should accordingly appreciate written confirmation from Your Excellency of the Spanish Government's acceptance to the change

68 Stat. 455.  
7 U. S. C. §§ 1701-  
1709.  
TIAS 3510.  
*Ante, p. 349.*

in date referred to above from June 30, 1956 to December 31, 1956.

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

JOHN DAVIS LODGE  
*Ambassador*

His Excellency

ALBERTO MARTÍN ARTAJO  
*Minister of Foreign Affairs*  
*Madrid.*

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

MINISTERIO DE ASUNTOS EXTERIORES

NºM. 3801

MADRID, 28 de septiembre de 1956

EXCELENTESSIMO SEÑOR:

MUY SEÑOR MÍO:

Tengo el honor de acusar recibo de su Nota de fecha 20 de los corrientes cuyo texto, traducido al español, dice:

“Excellencia,

“Tengo el honor de referirme al “Acuerdo de Excedentes Agrícolas entre los Estados Unidos de América y España, de conformidad con el Título I de la Ley sobre Desarrollo del Comercio Agrícola y Asistencia” que fué firmado en Madrid el 5 de marzo de 1956.

“El Artículo I, párrafo 1º de tal Acuerdo establece que: ““Previa la emisión y aceptación de las autorizaciones de compra a que se refiere el párrafo 2º de este Artículo, el Gobierno de los Estados Unidos de América se compromete a financiar con anterioridad al 30 de junio de 1956 la venta en España a compradores autorizados por el Gobierno español de ciertos productos agrícolas que hayan sido definidos como excedentes en consonancia con el Título I de la Ley sobre Desarrollo del Comercio Agrícola y Asistencia de 1954””.

“Se acordó que con cargo a dicho Acuerdo serían financiados \$300.000 de “Linters” de algodón. Teniendo en cuenta que la emisión y aceptación de las autorizaciones de compra no fueron realizadas antes del 30 de junio de 1956, según fué establecido en el Acuerdo, he sido requerido por mi Gobierno

para obtener el consentimiento del Gobierno español a cambiar dicha fecha en el Acuerdo por la del 31 de diciembre de 1956.

“Este cambio de fecha, si es aceptable para el Gobierno español, permitirá al Departamento de Agricultura de los Estados Unidos el emitir a continuación una autorización de compra para “linters” de algodón por valor de \$300.000, tras la oportuna solicitud al efecto de la Embajada de España en Washington.

“De acuerdo con lo anterior agradecería confirmación por escrito de Vuecencia sobre la aceptación por el Gobierno español del cambio de fecha referido más arriba de 30 de junio de 1956 a 31 de diciembre de 1956.

“Acepte, Excelencia, las reiteradas seguridades de mi más alta consideración.”

Tengo la honra de manifestar a V. E. la conformidad del Gobierno español sobre lo que antecede.

Le ruego acepte, Excelencia, el testimoio de mi más distinguida consideración.

ALBERTO MARTÍN ARTAJO

Excmo. Señor JOHN DAVIS LODGE

*Embajador de los Estados Unidos de América  
en Madrid*

*Translation*

MINISTRY OF FOREIGN AFFAIRS

No. 3801

MADRID, September 28, 1956

EXCELLENCY:

I have the honor to acknowledge receipt of your note dated the 20th of this month, the text of which, translated into Spanish, reads as follows:

[For the English language text of the note, see *ante*, p. 3065.]

I have the honor to inform Your Excellency of the agreement of the Spanish Government to the foregoing.

I beg you to accept, Excellency, the assurances of my most distinguished consideration.

ALBERTO MARTÍN ARTAJO

His Excellency

JOHN DAVIS LODGE  
*Ambassador of the United States of America  
Madrid*



# SPAIN

## Surplus Agricultural Commodities

*Agreement signed at Madrid October 23, 1956;  
Entered into force October 23, 1956.*

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### AGRICULTURAL COMMODITIES AGREEMENT BETWEEN THE UNITED STATES OF AMERICA AND SPAIN UNDER TITLE I OF THE AGRICULTURAL TRADE DEVELOP- MENT AND ASSISTANCE ACT

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

Recognizing the desirability of expanding trade in agricultural commodities between their two countries and with other friendly nations in a manner which would not displace usual marketings of the United States of America in these commodities or unduly disrupt world prices of agricultural commodities;

Considering that the purchase for pesetas of surplus agricultural commodities produced in the United States of America will assist in achieving such an expansion of trade;

Considering that the pesetas accruing from such purchases will be utilized in a manner beneficial to both countries;

Desiring to set forth the understandings which will govern the sales of surplus agricultural commodities to Spain pursuant to Title I of the Agricultural Trade Development and Assistance Act, as amended, and the measures which the two Governments will take individually and collectively in furthering the expansion of trade in such commodities:

68 Stat. 455.  
7 U. S. C. §§ 1701-  
1709.

Have agreed as follows:

#### ARTICLE I

##### *SALES FOR PESETAS*

Subject to the issuance by the Government of the United States of America and acceptance by the Government of Spain, of purchase authorizations, the Government of the United States of America undertakes to finance, on or before June 30, 1957, the sale to purchasers authorized by the Government of Spain for pesetas, of the following agricultural commodities determined to

be surplus pursuant to Title I of the Agricultural Trade Development and Assistance Act in the amount indicated:

<i>Commodity</i>	<i>Amount (Million)</i>
Corn	\$3. 8
Beef	12. 5
Cotton seed oil/soybean oil	22. 2
Inedible tallow	2. 8
Linseed oil	. 5
Tobacco	2. 0
Ocean transportation (estimated)	5. 8
	<hr/>
	\$49. 6

Purchase authorisations issued pursuant to the above will include provisions relating to the sale and delivery of commodities, the time and circumstances of deposit of the pesetas accruing from such sale and other relevant matters.

## ARTICLE II

### *USES OF PESETAS*

1. The two Governments agree that the pesetas accruing to the Government of the United States of America as a consequence of the sales made pursuant to this Agreement will be used by the Government of the United States of America, in such manner and order of priority as the Government of the United States of America shall determine, for the following purposes, in the amounts shown;

(a) To help develop new markets for United States agricultural commodities and for other expenditures by the Government of the United States of America in Spain under sub-sections (a), (f) and (i) of Section 104 of the Act, the peseta equivalent of \$14.4 million.

(b) To provide assistance of the types provided for under sub-sections 104 (j) of the Act, an amount not to exceed the (local currency) equivalent of \$0.5 million.

(c) For loans to the Government of Spain to promote the economic development of Spain under Section 104 (g) of the Act, the peseta equivalent of \$34.7 million. Not less than the peseta equivalent of \$8.7 million of this sum will be reserved for relending to private enterprise through established banking facilities under procedures to be agreed upon by the two Governments.

The terms and conditions of loans provided for in (c) above will be included in supplemental agreements between the two Governments. It is understood that loans will be denominated

in dollars, with payment of principal and interest to be made in U. S. dollars or, at the option of the Government of Spain, in pesetas, such payments in pesetas to be made at the applicable exchange rate as defined in the loan agreement, in effect on the date of the payment. It is further understood that loan funds shall be disbursed only after prior agreement as to the uses of such loan funds. In the event the pesetas set aside for loans to the Government of Spain are not advanced within three years from the date of this agreement as a result of failure of the two Governments to reach agreement on the use of the pesetas for loan purposes, the Government of the United States of America may use the pesetas for any other purpose authorized by Section 104 of the Act.

2. To the extent that the total of pesetas accruing to the Government of the United States of America as a consequence of sales made pursuant to this Agreement is less than the equivalent of \$49.6 million, the amount available for loans to the Government of Spain would be reduced by an equivalent amount; to the extent that the total exceeds the peseta equivalent of \$49.6 million, 30 percent of the excess would be available for the use of the Government of the United States of America under Section 104 (f) and 70 percent of loans to Spain under Section 104 (g).

### ARTICLE III

#### *DEPOSIT OF PESETAS*

The deposit of pesetas to the account of the Government of the United States of America in payment for the commodities and for ocean transportation costs financed by the Government of the United States of America (except excess costs resulting from the requirement that United States flag vessels be used) shall, under the present Spanish exchange system, be made at the free official market rate of exchange for United States dollars generally applicable to import transactions (excluding imports granted a preferential rate) in effect on the dates of dollar disbursement by United States banks, or by the Government of the United States of America, as provided in the purchase authorizations.

In case of a change in the Spanish exchange system, the rate will be determined by negotiation.

### ARTICLE IV

#### *GENERAL UNDERTAKINGS*

1. The Government of Spain agrees that it will take all possible measures to prevent the resale or transshipment to other countries, or the use for other than domestic purposes (except where such

resale, transshipment or use is specifically approved by the Government of the United States of America), the surplus agricultural commodities purchased pursuant to the provisions of this Agreement, and to assure that the purchase of such commodities does not result in increased availability of these or like commodities to nations unfriendly to the United States of America.

2. The two Governments agree that they will take reasonable precautions to assure that sales or purchases of surplus agricultural commodities pursuant to this Agreement will not unduly disrupt world prices of agricultural commodities, displace usual marketings of the United States of America in these commodities, or materially impair trade relations among the countries of the free world.

3. In carrying out this Agreement the two Governments will seek to assure conditions of commerce permitting private traders to function effectively and will use their best endeavors to develop and expand continuous market demand for agricultural commodities.

4. The Government of Spain agrees to furnish, upon request of the Government of the United States of America, information on the progress of the program, particularly with respect to arrivals and conditions of commodities and the provisions for the maintenance of usual marketings and information relating to exports of the same or like commodities.

#### ARTICLE V

##### *CONSULTATION*

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

#### ARTICLE VI

##### *ENTRY INTO FORCE*

This Agreement shall enter into force upon signature.

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

Done in duplicate at Madrid in the English and Spanish languages, this 23rd day of October, Nineteen Hundred and Fifty Six.

FOR THE GOVERNMENT OF THE  
UNITED STATES OF AMERICA

JOHN DAVIS LODGE

FOR THE GOVERNMENT  
OF SPAIN

ALBERTO MARTÍN ARTAJC

**ACUERDO SOBRE PRODUCTOS AGRICOLAS ENTRE  
ESPAÑA Y LOS ESTADOS UNIDOS SEGUN EL TITULO  
I DE LA LEY SOBRE DESARROLLO DEL COMERCIO  
AGRICOLA Y ASISTENCIA**

El Gobierno de España y el Gobierno de los Estados Unidos de América.

Reconociendo que es deseable la expansión del comercio en productos agrícolas entre ambos países y con otras naciones amigas, de una manera que no desplace los mercados usuales de los Estados Unidos de América para dichos productos, ni perturbe indebidamente los precios mundiales de los mismos;

Considerando que la compra en pesetas de excedentes agrícolas producidos en los Estados Unidos de América contribuirá a alcanzar la citada expansión del comercio;

Considerando que las pesetas producidas por dichas compras se utilizarán de un modo beneficioso para ambos países;

Deseando exponer las bases que regirán las ventas de excedentes agrícolas a España, en consonancia con el Título I de la Ley sobre Desarrollo del Comercio Agrícola y Asistencia, revisada, así como las medidas que los dos Gobiernos tomarán individual y colectivamente para llevar a cabo la expansión del comercio de dichos productos:

Han convenido lo siguiente:

**ARTICULO I**

*Ventas en pesetas.*

El Gobierno de los Estados Unidos de América, previa la emisión por el mismo y aceptación por el Gobierno español de autorizaciones de compra, se compromete a financiar, con anterioridad al 30 de junio de 1957, la venta en pesetas, a compradores autorizados por el Gobierno español, de los siguientes productos agrícolas definidos como excedentes en consonancia con el Título I de la Ley sobre Desarrollo del Comercio Agrícola y Asistencia, por la cantidad que se indica:

<i>Artículo</i>	<i>Cantidad</i> (Millones de dólares)
Maíz . . . . .	3, 8
Carne . . . . .	12, 5
Aceite de semilla de algodón—Aceite de soja . .	22, 2
Sebo industrial . . . . .	2, 8
Aceite de linaza . . . . .	0, 5
Tabaco . . . . .	2, 0
Fletes (estimación) . . . . .	5, 8
	49, 6
	49, 6

Las autorizaciones de compra emitidas de conformidad con lo que antecede, incluirán disposiciones referentes a la venta y entrega de las mercancías, el tiempo y circunstancias del depósito de las pesetas resultantes de tal venta y otras cuestiones pertinentes.

## ARTICULO II

### *Utilización de las pesetas.*

1.— Ambos Gobiernos acuerdan que las pesetas que correspondan al Gobierno de los Estados Unidos de América, como consecuencia de las ventas realizadas según el presente Acuerdo, se utilizarán por dicho Gobierno del modo y por el orden de prioridad que determine el Gobierno de los Estados Unidos de América para los siguientes fines y por las cantidades indicadas:

- a) Para ayudar al desarrollo de nuevos mercados para productos agrícolas de los Estados Unidos y para otros gastos del Gobierno de los Estados Unidos de América en España, según las Sub-secciones (a), (f) e (i) de la Sección 104 de la Ley, el equivalente en pesetas de 14,4 millones de dólares.
- b) Para proporcionar asistencia de los tipos previstos según la Sub-sección 104 (j) de la Ley, una cantidad que no exceda del equivalente en moneda local de 500.000 dólares.
- c) Para préstamos al Gobierno español destinados a fomentar el desarrollo económico de España, según la Sección 104 (g) de la Ley, el equivalente en pesetas de 34,7 millones de dólares. No menos del equivalente en pesetas de 8,7 millones de dólares de esta suma se reserverá para préstamos a la empresa privada, a través de las facilidades bancarias establecidas, según los procedimientos que se acuerden entre los dos Gobiernos.

Los términos y condiciones de los préstamos previstos en el párrafo c) anterior se incluirán en Acuerdos suplementarios entre los dos Gobiernos. Se entiende que los préstamos quedarán denominados en dólares, debiendo realizarse el pago del principal y los intereses en dólares o, a opción del Gobierno español, en pesetas. Los pagos en pesetas se harán al tipo de cambio aplicable que se defina en el Acuerdo de Préstamo y que se halle en vigor en la fecha del pago. Se entiende, asimismo, que los fondos de los préstamos se desembolsarán sólo después de que haya recaído acuerdo sobre los usos de los mismos. En el caso en que las pesetas reservadas para préstamos al Gobierno español no se hubiesen empleado dentro de los tres años a partir de la firma del presente Acuerdo, como consecuencia de no haber llegado ambos Gobiernos a un acuerdo sobre la utilización de las pesetas para fines de préstamo, el Gobierno de los Estados Unidos de América podrá utilizar las pesetas para cualquier otro fin autorizado por la Sección 104 de la Ley.

2.- En la medida en que el total de las pesetas que correspondan al Gobierno de los Estados Unidos de América, como consecuencia de las ventas realizadas en consonancia con el presente Acuerdo, sea inferior al equivalente de 49,6 millones de dólares, el importe disponible para préstamos al Gobierno español se reducirá por una cantidad equivalente; en la medida que el total exceda del equivalente en pesetas de 49,6 millones de dólares, el 30 por 100 del exceso quedará disponible para la utilización por el Gobierno de los Estados Unidos de América, según la Sección 104 (f) y el 70 por 100 para préstamos a España, según la Sección 104 (g).

### ARTICULO III

#### *Depósito de pesetas.*

El depósito de pesetas en la cuenta del Gobierno de los Estados Unidos de América, en pago de las mercancías y de los costes de transporte oceánico financiados por el citado Gobierno (con excepción de los costes en exceso que resulten de la exigencia de la utilización de buques de bandera americana) se realizará, de acuerdo con el actual sistema español de cambios, al tipo del mercado libre oficial establecido para los dólares de los Estados Unidos y generalmente aplicable a las transacciones de importación (excluyendo las importaciones que se beneficien de un tipo preferente) y que se halle en vigor en las fechas del desembolso en dólares por los bancos de los Estados Unidos o por el Gobierno de los Estados Unidos de América, según se establezca en las autorizaciones de compra.

En caso de variación del sistema de cambios español, el tipo será determinado mediante negociación.

#### ARTICULO IV

##### *Obligaciones generales.*

1.- El Gobierno español conviene que adoptará todas las medidas posibles para impedir la reventa o transbordo a otros países o el uso para otros fines distintos de los nacionales (excepto cuando tal venta, transbordo o uso hubiera sido específicamente aprobado por el Gobierno de los Estados Unidos de América) de los excedentes agrícolas comprados con arreglo a las disposiciones del presente Acuerdo, así como para asegurar que la compra de tales productos no resulte en una mayor disponibilidad de los mismos o de otros similares a favor de naciones no amigas de los Estados Unidos de América.

2.- Ambos Gobiernos convienen que adoptarán precauciones razonables para asegurar que las ventas o compras de productos agrícolas excedentes, celebradas en consonancia con el presente Acuerdo, no perturbarán indebidamente los precios mundiales de los productos agrícolas, no desplazarán los mercados usuales de los Estados Unidos para dichos productos, ni perjudicarán materialmente las relaciones comerciales entre las naciones del mundo libre.

3.- En la ejecución del presente Acuerdo, los dos Gobiernos tratarán de conseguir condiciones comerciales que permitan a los comerciantes privados actuar de un modo efectivo y harán lo posible para desarrollar y extender una demanda continua del mercado para productos agrícolas.

4.- El Gobierno español conviene suministrar, a petición del Gobierno de los Estados Unidos de América, información del desarrollo del programa especialmente con respecto a las llegadas y condiciones de las mercancías y las disposiciones para el mantenimiento de los mercados usuales, así como información referente a las exportaciones de los citados productos o de otros similares.

#### ARTICULO V

##### *Consultas.*

Los dos Gobiernos, a petición de cualquiera de ellos, se consultarán con respecto a cualquier asunto relacionado con la aplicación del presente Acuerdo o con el funcionamiento de los arreglos que se lleven a cabo como consecuencia del mismo.

ARTICULO VI

*Entrada en vigor.*

El presente Acuerdo entrará en vigor el día de su firma.

En testimonio de lo cual, los respectivos Representantes, debidamente autorizados a tal fin, han firmado el presente Acuerdo.

Hecho en duplicado, en Madrid, en lengua española e inglesa, el día 23 de octubre de 1956.

POR EL GOBIERNO ESPAÑOL, POR EL GOBIERNO DE LOS ESTADOS UNIDOS DE AMERICA,

ALBERTO MARTÍN ARTAJO JOHN DAVIS LODGE



# PERU

## Technical Cooperation: Employment Service Program

*Agreement extending the agreement of December 31, 1954.*

*Signed at Lima October 29, 1956;*

*Entered into force October 29, 1956.*

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### S U P P L E M E N T A L A G R E E M E N T C O O P E R A T I V E E M P L O Y - M E N T S E R V I C E P R O - G R A M I N P E R U

### A C U E R D O C O M P L E M E N - T A R I O P A R A U N P R O - G R A M A C O O P E R A T I V O D E S E R V I C I O D E L E M - P L E O E N L A R E P U B L I C A D E L P E R U

The Agreement for a Cooperative Employment Service Program between the Government of the United States of America and the Government of Peru signed at Lima on December 31, 1954 is hereby extended through June 30, 1960. The undertakings specified in the above-mentioned Agreement are extended through June 30, 1960 subject to the understanding that the obligations of the parties thereunder after June 30, 1956 shall be subject to the availability of funds. The above-mentioned Agreement may be terminated at any time by either party giving the other thirty days written notice of intention to terminate. It is understood that the two parties may make financial contributions to the Cooperative Employment Service Program pur-

El acuerdo para un programa cooperativo de servicio del empleo entre el Gobierno de los Estados Unidos de América y el Gobierno de la República del Perú, suscrito en Lima el 31 de diciembre de 1954, se prorroga, por el presente, hasta el 30 de junio de 1960. Los compromisos que se especifican en dicho acuerdo se prorrogan también, hasta el 30 de junio de 1960, quedando entendido que las obligaciones de las partes que se derivan de este acuerdo se sujetarán, después del 30 de junio de 1956, a la disponibilidad de fondos. El acuerdo antes mencionado podrá darse por terminado, en cualquier momento, por una u otra de las partes, dando a la otra parte aviso por escrito, con treinta días de anticipación, de su intención de darle término. Queda entendido que ambas

TIAS 3169.  
6 UST 61.

suant to arrangements entered into by the Director of the United States Operations Mission to Peru an the Minister of Labor and Indian Affairs of Peru, or their designees, or by any successor officials or other authorized representatives of the two parties.

This Agreement shall enter into force on the date on which it is signed.

DONE in duplicate, in the English and Spanish languages, at Lima this twenty-ninth day of October, one thousand nine hundred and fifty-six.

partes podrán aportar fondos para el programa cooperativo de servicio del empleo de conformidad con acuerdos que celebren el Director de la Misión de Operaciones Extranjeras de los Estados Unidos de América en el Perú, y el Ministro de Trabajo y Asuntos Indígenas del Perú, o los representantes que éstos designen, los funcionarios que los sucedan u otros representantes autorizados de ambas partes.

Este acuerdo entrará en vigencia a partir de la fecha en que sea firmado.

HECHO en duplicado en los idiomas inglés y español, en Lima a los veintinueve días del mes de octubre de mil novecientos cincuenta y seis.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA  
POR EL GOBIERNO DE LOS ESTADOS UNIDOS DE AMERICA

[SEAL] CLARE H. TIMBERLAKE

*Charge d'Affaires a. i. of the United States of America  
Encargado de Negocios a. i. de los Estados Unidos de America*

J R NEALE

*Director of the United States Operations Mission  
Director de la Mision de Operaciones Extranjeras*

FOR THE GOVERNMENT OF THE REPUBLIC OF PERU  
POR EL GOBIERNO DE LA REPUBLICA DEL PERU

[SEAL] MANUEL CISNEROS S  
*Minister for Foreign Affairs  
Ministro de Relaciones Exteriores*

RICARDO ELIAS  
*Minister of Labor and Indian Affairs  
Ministro de Trabajo y Asuntos Indigenas*

# **ARGENTINA**

## **Commission for Educational Exchange**

*Agreement signed at Buenos Aires November 5, 1956;  
Entered into force November 5, 1956.*

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### **AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF ARGENTINA FOR FINANCING CERTAIN EDUCATIONAL EXCHANGE PROGRAMS**

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The Government of the United States of America and the Government of the Republic of Argentina:

Desiring to promote further mutual understanding between the peoples of the United States of America and Argentina by a wider exchange of knowledge and professional talents through educational activities:

Considering that the Secretary of State of the United States of America may enter into an agreement for financing certain educational exchange programs from the currency of Argentina held or available for expenditure by the United States for such purposes:

Have agreed as follows:

#### **ARTICLE I**

There shall be established a commission to be known as the Commission for Educational Exchange between the United States of America and Argentina (hereinafter designated "the Commission"), which shall be recognized by the Government of the United States of America and the Government of Argentina as an organization created and established to facilitate the administration of an educational program to be financed by funds made available to the Commission by the Government of the United States of America from funds held or available for expenditure by the United States for such purpose.

Except as provided in Article 3 hereof the Commission shall be exempt from the domestic and local laws of the United States of America as they relate to the use and expenditure of currencies and credits for currencies for the purposes set forth in the present

Agreement. The funds and property which may be acquired with the funds in furtherance of the purposes of the Agreement shall be regarded in Argentina as property of a foreign government.

The funds made available under the present Agreement, within the conditions and limitations hereinafter set forth, shall be used by the Commission or such other instrumentality as may be agreed upon by the Government of the United States of America and the Government of Argentina for the purposes of:

- (1) Financing studies, research, instruction, and other educational activities of or for citizens of the United States of America in schools and institutions of higher learning located in Argentina or of the citizens of Argentina in United States schools and institutions of higher learning located outside the continental United States, Hawaii, Alaska (including the Aleutian Islands), Puerto Rico, and the Virgin Islands, including payment of transportation, tuition, maintenance, and other expenses incident to scholastic activities:  
or
- (2) Furnishing transportation for citizens of Argentina who desire to attend United States schools and institutions of higher learning in the continental United States, Hawaii, Alaska, (including the Aleutian Islands), Puerto Rico, and the Virgin Islands, and whose attendance will not deprive citizens of the United States of an opportunity to attend such schools and institutions.

## ARTICLE 2

In furtherance of the aforementioned purposes, the Commission may, subject to the provisions of the present Agreement, exercise all powers necessary to the carrying out of the purposes of the present Agreement, including the following:

- (1) Plan, adopt and carry out programs in accordance with the purpose of the present Agreement.
- (2) Recommend to the Board of Foreign Scholarships, provided for in Section 1641 (B), Title 50, appendix of the United States Code, students, professors, research scholars, teachers, resident in Argentina, and institutions of Argentina qualified to participate in the program in accordance with the aforesaid Section.
- (3) Recommend to the aforesaid Board of Foreign Scholarships such qualifications for the selection of participants in the program as it may deem necessary for achieving the purpose and objectives of the present Agreement.

(4) Acquire, hold, and dispose of property in the name of the Commission as the Board of Directors of the Commission may consider necessary or desirable, provided, however, that the acquisition of any real property shall be subject to the prior approval of the Secretary of State of the United States of America.

(5) Authorize the Treasurer of the Commission or such other person as the Commission may designate to receive funds to be deposited in bank accounts in the name of the Treasurer of the Commission or such other person as may be designated. The appointment of the Treasurer or such designee shall be approved by the Secretary of State of the United States of America. The Treasurer shall deposit funds received in a depository or depositories designated by the Secretary of State of the United States of America.

(6) Authorize the disbursement of funds and the making of grants and advances of funds for the authorized purposes of the present Agreement.

(7) Provide for periodic audits of the accounts of the Treasurer of the Commission as directed by auditors selected by the Secretary of State of the United States of America.

(8) Incur administrative expenses as may be deemed necessary out of funds made available under the present Agreement.

### ARTICLE 3

All commitments, obligations, and expenditures authorized by the Commission shall be made in accordance with an annual budget, to be approved by the Secretary of State of the United States of America.

### ARTICLE 4

The management and direction of the affairs of the Commission shall be vested in a Board of Directors consisting of six members (hereinafter designated "The Board"), three of whom shall be citizens of the United States of America and three of whom shall be citizens of Argentina. In addition, the principal officer in charge of the Diplomatic Mission of the United States of America to Argentina (hereinafter designated "Chief of Mission") shall be Honorary Chairman of the Board. He shall cast the deciding vote in the event of a tie vote by the Board. He shall have the power of appointment of all members of the Board. Of the citizens of the United States of America, two shall be officers of the United States Foreign Service establishment in Argentina; one of them shall

serve as Chairman of the Board, and one of them shall serve as Treasurer.

The members shall serve from the time of their appointment until the following December 31, and shall be eligible for reappointment. Vacancies by reason of resignation, transfer of residence outside of Argentina, expiration of service, or otherwise, shall be filled in accordance with the appointment procedure set forth in this article.

The members shall serve without compensation but the Board may authorize the payment of the necessary expenses of the members in attending the meetings of the Board and in performing other official duties assigned by the Board.

#### ARTICLE 5

The Board shall adopt such by-laws and appoint such committees as it shall deem necessary for the conduct of the affairs of the Commission.

#### ARTICLE 6

Reports acceptable in form and content to the Secretary of State of the United States of America shall be made annually on the activities of the Commission to the Secretary of State of the United States of America and the Government of Argentina.

#### ARTICLE 7

The principal office of the Commission shall be in the capital city of Argentina but meetings of the Board and any of its committees may be held in such other places as the Board may from time to time determine, and the activities of any of the Commission's officers or staff may be carried on at such places as may be approved by the Board.

#### ARTICLE 8

The Government of the United States of America and the Government of Argentina agree that currency of Argentina acquired by the Government of the United States pursuant to the Surplus Agricultural Commodities Agreement, dated April 25, 1955 (hereinafter referred to as the Commodities Agreement), up to an aggregate amount of the peso equivalent of \$300,000.00 (United States currency) may be used for purposes of this Agreement. When currency of Argentina acquired by the Government of the United States pursuant to the Commodities Agreement is deposited by the Government of the United States for the purposes of this Agreement the rate of exchange to be used in determining the amount of currency of Argentina to be so deposited shall be

the same buying rate specified in the last sentence of paragraph 8 of Article III of the Commodities Agreement. When any other currency of Argentina owed to or owned by the Government of the United States is deposited for purposes of this Agreement, the rate of exchange will be determined by mutual agreement at the time such currency is to be deposited. The performance of this Agreement shall be subject to the availability of appropriations to the Secretary of State of the United States of America, when required by the laws of the United States, for reimbursement to the Treasury of the United States for currency of Argentina held or available for expenditure by the Government of the United States.

The Secretary of State of the United States of America will make available for expenditure as authorized by the Commission currency of Argentina in such amounts as may be required for the purposes of this Agreement but in no event may amounts in excess of the budgetary limitations established pursuant to Article 3 of the present Agreement be expended by the Commission.

#### ARTICLE 9

The Government of the United States of America and the Government of Argentina shall make every effort to facilitate the exchange of persons programs authorized in this Agreement and the Convention for the Promotion of Inter-American Cultural Relations and to resolve problems which may arise in the operations thereof.

#### ARTICLE 10

Wherever, in the present Agreement, the term "Secretary of State of the United States of America" is used, it shall be understood to mean the Secretary of State of the United States of America or any officer or employee of the Government of the United States of America designated by him to act in his behalf.

#### ARTICLE 11

The present Agreement may be amended by the exchange of diplomatic notes between the Government of the United States of America and the Government of Argentina.

The present Agreement shall come into force upon the date of signature.

IN WITNESS WHEREOF the undersigned, being duly authorized thereto by their respective governments, have signed the present Agreement.

Done at Buenos Aires, in duplicate, in the English and Spanish language each of which shall be of equal authenticity this 5th day of November 1956.

FOR THE GOVERNMENT OF THE  
UNITED STATES OF AMERICA:

[SEAL] WILLARD L. BEAULAC

FOR THE GOVERNMENT OF THE  
REPUBLIC OF ARGENTINA:

[SEAL] L A PODESTA COSTA

**ACUERDO ENTRE EL GOBIERNO DE LOS ESTADOS UNIDOS  
DE AMERICA Y EL GOBIERNO DE LA REPUBLICA  
ARGENTINA PARA FINANCIAR CIERTOS PROGRAMAS  
DE INTERCAMBIO EDUCACIONAL**

El Gobierno de los Estados Unidos de América y el Gobierno de la República Argentina,

Deseosos de promover un mayor entendimiento mútuo entre los pueblos de los Estados Unidos de América y de la República Argentina mediante un más amplio intercambio de conocimientos y aptitudes profesionales a través de actividades educacionales,

Considerando que el Secretario de Estado de los Estados Unidos de América puede ser partícipe de un convenio para financiar ciertos programas de intercambio educacional con moneda argentina de propiedad o en poder de los Estados Unidos para destinar a esos fines,

Convienen lo siguiente:

**ARTICULO I**

Se establecerá una comisión que se denominará Comisión para Intercambio Educacional entre los Estados Unidos de América y la República Argentina (que en adelante es designada como "la Comisión"), a la cual reconocerán el gobierno de los Estados Unidos de América y el gobierno de la República Argentina como organización creada y establecida para facilitar la administración de un programa educacional que se financiará con fondos puestos a disposición de la Comisión por el gobierno de los Estados Unidos de América y procedentes de las sumas de propiedad o en poder de los Estados Unidos de América para ese fin.

A excepción de lo dispuesto en el Artículo III del presente convenio, la Comisión se hallará al margen de las leyes internas y locales de los Estados Unidos de América en lo referente al empleo e inversión de fondos y créditos en divisas para los fines expresados en el presente convenio. Los fondos y las propiedades que puedan adquirirse con los fondos en cumplimiento del con-

venio serán considerados en la Argentina como propiedad de un gobierno extranjero.

Los fondos facilitados por el presente convenio, dentro de las condiciones y limitaciones que se expresan a continuación, serán utilizados por la Comisión o el instrumento que convengan el gobierno de los Estados Unidos de América y el gobierno de la República Argentina para los fines de:

1) Financiar estudios, investigaciones, instrucción, y otras actividades educacionales de o para ciudadanos de los Estados Unidos de América en colegios o instituciones de enseñanza superior situados en la Argentina, o de los ciudadanos de la Argentina en los colegios e instituciones de enseñanza superior estadounidenses situados fuera del territorio continental de los Estados Unidos, Hawái, Alaska (incluyendo las Islas Aleutianas), Puerto Rico y las Islas Vírgenes, incluso el pago del transporte, de la enseñanza, del mantenimiento, y otros gastos propios de las actividades escolares,

o bien

2) Suministrar transporte a los ciudadanos de la Argentina que deseen asistir a escuelas e instituciones de los Estados Unidos en el territorio continental de los Estados Unidos, Hawái, Alaska (incluyendo las Islas Aleutianas), Puerto Rico y las Islas Vírgenes, cuya asistencia a clase no priva a ciudadanos de los Estados Unidos de la oportunidad de concurrir a tales colegios e instituciones.

## ARTICULO II

Para el logro de los objetivos arriba mencionados, la Comisión podrá, con sujeción a las disposiciones del presente convenio, ejercer todos los poderes necesarios para la ejecución de los fines del convenio, incluyendo los siguientes:

- 1) Planear, adoptar y ejecutar programas de conformidad con los fines del presente convenio.
- 2) Recomendar a la Oficina de Becas en el Exterior, establecida en la Sección 1641 (B), Título 50, apéndice del Código de los Estados Unidos, a estudiantes, profesores, estudiosos e investigadores, maestros, residentes en la República Argentina e institutos de la República Argentina calificados para participar del programa de conformidad con la antedicha Sección.
- 3) Recomendar a la mencionada Oficina de Becas en el Exterior los requisitos para la selección de participantes del programa que se juzguen necesarios para lograr el propósito y los objetivos del presente Convenio.

- 4) Adquirir, poseer y disponer de propiedades en nombre de la Comisión según el Directorio de la Comisión lo considere necesario o conveniente, siempre, sin embargo, que la adquisición de toda propiedad raíz se sujete a la previa aprobación del Secretario de Estado de los Estados Unidos de América.
- 5) Autorizar al Tesorero de la Comisión o a la persona que la Comisión designe a recibir fondos que se depositarán en cuentas bancarias a nombre del Tesorero de la Comisión o de la persona que se designe. El nombramiento del Tesorero o de tal persona deberá ser aprobado por el Secretario de Estado de los Estados Unidos de América. El Tesorero depositará los fondos recibidos ante un agente de retención que el Secretario de Estado de los Estados Unidos de América designará.
- 6) Autorizar el desembolso de fondos y el otorgamiento de subvenciones y anticipos de fondos para los fines autorizados del presente Convenio.
- 7) Disponer periódicas revisiones de las cuentas del Tesorero de la Comisión conforme lo indiquen los revisores de cuentas designados por el Secretario de Estado de los Estados Unidos de América.
- 8) Efectuar los gastos administrativos que se juzguen necesarios con fondos facilitados por el presente Convenio.

### ARTICULO III

Todos los compromisos, obligaciones y gastos autorizados por la Comisión se ajustarán a un presupuesto anual, que deberá aprobar el Secretario de Estado de los Estados Unidos de América.

### ARTICULO IV

La administración y dirección de la Comisión incumbirá a un Directorio compuesto de seis miembros (que en adelante se designará el "Directorio") de los cuales tres serán ciudadanos de los Estados Unidos de América y tres serán ciudadanos de la República Argentina. Además, el funcionario principal a cargo de la Misión diplomática de los Estados Unidos de América en la República Argentina (que en adelante se designará "Jefe de Misión") será el Presidente Honorario del Directorio. En caso de empate en una votación del Directorio el Presidente Honorario tendrá el voto decisivo. Asimismo tendrá facultad para nombrar a todos los miembros del Directorio. De los ciudadanos de los Estados Unidos de América, dos serán funcionarios del Servicio Exterior de los Estados Unidos destacados en la República

Argentina; uno se desempeñará como Presidente del Directorio y uno se desempeñará como Tesorero.

Los miembros desempeñarán su cometido desde su designación hasta el siguiente 31 de diciembre, y podrán ser reelegidos. Las vacantes por renuncia, traslado de residencia fuera del territorio argentino, terminación de servicios, u otras causas, se llenarán de conformidad con el procedimiento fijado en este artículo para las designaciones.

Los miembros no recibirán retribución, pero el Directorio podrá autorizar el pago de los gastos necesarios de los miembros para asistir a las reuniones del Directorio y desempeñar otras funciones oficiales que el Directorio les encomiende.

#### ARTICULO V

El Directorio adoptará los estatutos y designará las subcomisiones que juzgue necesarios para la conducción de las actividades de la Comisión.

#### ARTICULO VI

Anualmente, y en forma y contexto que sean aceptables para el Secretario de Estado de los Estados Unidos de América, se elevarán al Secretario de Estado de los Estados Unidos de América y al gobierno de la República Argentina informes de las actividades de la Comisión.

#### ARTICULO VII

La oficina principal de la Comisión estará en la capital argentina pero podrán realizarse reuniones de directorio y de cualquiera de las subcomisiones en otros lugares que el Directorio determine de tiempo en tiempo, y las actividades de cualquiera de los funcionarios o miembros del personal de la Comisión podrán desarrollarse en los lugares que el Directorio apruebe.

#### ARTICULO VIII

El gobierno de los Estados Unidos de América y el gobierno de la República Argentina convienen en que para los fines de este Convenio se utilicen fondos en moneda argentina acreditados al gobierno de los Estados Unidos en cumplimiento del Convenio sobre Excedentes de Productos Agrícolas, fecha del 25 de abril de 1955 (que en adelante se menciona como Convenio sobre Productos), hasta un total en pesos equivalente a 300.000 dólares (moneda de los Estados Unidos). Cuando el gobierno de los Estados Unidos deposite, para los fines de este Convenio, fondos en moneda argentina acreditados al gobierno de los Estados Unidos en cumplimiento del Convenio de Productos, el tipo de

cambio que se empleará para determinar la suma de fondos en moneda argentina que ha de depositarse será el mismo tipo de compra especificado en la última oración del párrafo 8 del Artículo III del Convenio sobre Productos. Cuando se deposite para los efectos de este Convenio cualesquiera otros fondos de la República Argentina adeudados a o de propiedad del gobierno de los Estados Unidos, el tipo de cambio será determinado de mútuo acuerdo en el momento en que deba depositarse ese dinero.

El funcionamiento de este Convenio estará sujeto a la disponibilidad de partidas que tenga el Secretario de Estado de los Estados Unidos de América, cuando lo requieran las leyes de los Estados Unidos, para reembolsar a la Tesorería de los Estados Unidos los fondos en moneda argentina que el gobierno de los Estados Unidos posea o disponga para su inversión.

El Secretario de Estado de los Estados Unidos de América, facilitará para que se gaste como lo autorice la Comisión, fondos en moneda argentina en las cantidades que lo requieran los fines de este Convenio, pero en ningún caso podrá la Comisión gastar sumas que excedan las limitaciones presupuestales establecidas en cumplimiento del Artículo III del presente Convenio.

#### ARTICULO IX

El gobierno de los Estados Unidos de América y el gobierno de la República Argentina harán cuanto esté a su alcance para facilitar el cumplimiento de los programas de intercambio de personas autorizados en este Convenio y el Acuerdo para la Promoción de Relaciones Culturales Interamericanas y para resolver los problemas que surjan de sus operaciones en el futuro.

#### ARTICULO X

En todo lugar del presente Convenio donde se emplea el término "Secretario de Estado de los Estados Unidos de América" ha de entenderse que se significa el Secretario de Estado de los Estados Unidos de América o cualquier funcionario o empleado del gobierno de los Estados Unidos de América que él designe para actuar en su representación.

#### ARTICULO XI

El presente Convenio puede ser enmendado mediante el cambio de notas diplomáticas entre el gobierno de los Estados Unidos de América y el gobierno de la República Argentina.

El presente Convenio entrará en vigor en la fecha de su firma.

En testimonio de lo cual, los suscriptos, debidamente autorizados por sus respectivos gobiernos, firman el presente convenio.

Hecho en Buenos Aires, por duplicado en idioma inglés y español, cada uno de los cuales será de igual autenticidad, a los cinco días del mes de noviembre de mil novecientos cincuenta y seis.

Por el Gobierno de la República Argentina	Por el Gobierno de los Estados Unidos de América
L A PODESTA COSTA Luis A. Podesta Costa <i>Ministro de Relaciones Exteriores y Culto</i>	<b>WILLARD L BEAULAC</b> Willard L. Beaulac <i>Embajador Extraordinario y Plenipotenciario</i>

# YUGOSLAVIA

## Surplus Agricultural Commodities

*Agreement signed at Belgrade November 3, 1956.  
Entered into force November 3, 1956.*

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### AGRICULTURAL COMMODITIES AGREEMENT BETWEEN THE UNITED STATES OF AMERICA AND THE FEDERAL PEOPLE'S REPUBLIC OF YUGOSLAVIA

The Government of the United States of America and the Government of the Federal People's Republic of Yugoslavia:

Recognizing the desirability of expanding trade in agricultural commodities between their two countries and with other friendly nations in a manner which would not displace usual marketings of the United States in these commodities or unduly disrupt world prices of agricultural commodities;

Considering that the purchase for dinars of agricultural commodities produced in the United States will assist in achieving such an expansion of trade;

Considering that the dinars accruing from such purchases will be utilized in a manner beneficial to both countries;

Desiring to set forth the understandings which will govern the sales of agricultural commodities to Yugoslavia pursuant to Title I of the Agricultural Trade Development and Assistance Act and the measures which the two Governments will take individually and collectively in furthering the expansion of trade in such commodities;

68 Stat. 455.  
7 U.S.C. §§1701-  
1709.

Have agreed as follows:

#### ARTICLE I

##### SALES FOR DINARS

1. Subject to the issuance by the Government of the United States of America and acceptance by the Government of the Federal People's Republic of Yugoslavia of purchase authorizations, the Government of the United States of America undertakes to finance, on or before June 30, 1957, the sale for dinars to purchasers authorized by the Government of the Federal

People's Republic of Yugoslavia of the following agricultural commodities determined to be surplus pursuant to Title I of the Agricultural Trade Development and Assistance Act in the amounts indicated:

<i>Commodity</i>	<i>Value (million)</i>
Wheat . . . . .	\$61, 1
Cotton . . . . .	12, 8
Lard . . . . .	10, 9
Cottonseed oil and/or soybean oil . . . . .	2, 5
Inedible tallow . . . . .	1, 8
Ocean transportation . . . . .	9, 2
<b>Total . . . . .</b>	<b>\$98. 3</b>

Purchase authorizations issued pursuant to the above will include provisions relating to the sale and delivery of commodities, the time and circumstances of deposit of the dinars accruing from such sale and other relevant matters.

## ARTICLE II

### *USES OF DINARS*

1. The two Governments agree that the dinars accruing to the Government of the United States of America as a consequence of the sales made pursuant to this Agreement will be used by the Government of the United States of America, in such manner and order of priority as the Government of the United States of America shall determine, for the following purposes in the amounts shown:

(a) To help develop new markets for United States agricultural commodities and for other expenditures by the Government of the United States of America under subsections (a), (b), (f), and (i) of Section 104 of the Act, the dinar equivalent of \$24.6 million. The United States Government in considering possible expenditure of these funds will give due regard to the balance of payments situation of Yugoslavia.

(b) For loans to the Government of the Federal People's Republic of Yugoslavia to promote the economic development of Yugoslavia in agriculture, transport, housing and other important fields, under Section 104 (g) of the Act, the dinar equivalent of \$73.7 million.

The terms and conditions of loans provided for in (b) above will be included in supplemental agreements between the two Governments. It is understood that loans will be denominated

in dollars, with payment of principal and interest to be made in U.S. dollars or, at the option of the Government of the Federal People's Republic of Yugoslavia, in dinars, such payments in dinars to be made at the applicable exchange rate, as defined in the loan agreement, in effect on the date of the payment. It is further understood that loan funds shall be disbursed only after prior agreement as to the uses of such loan funds. In the event the dinars set aside for loans to the Government of the Federal People's Republic of Yugoslavia are not advanced within three years from the date of this Agreement as a result of failure of the two Governments to reach agreement on the use of the dinars for loan purposes, the Government of the United States of America may use the dinars for any other purpose authorized by Section 104 of the Act.

2. To the extent that the total of dinars accruing to the Government of the United States of America as a consequence of sales made pursuant to this Agreement is less than the equivalent of \$98.3 million, the amount available for loans to the Government of the Federal People's Republic of Yugoslavia would be reduced by an equivalent amount; to the extent that the total exceeds the dinar equivalent of \$98.3 million, 25 percent of the excess would be available for the use of the Government of the United States of America and 75 percent for loans to the Federal People's Republic of Yugoslavia under Section 104 (g).

### ARTICLE III

#### *DEPOSIT OF DINARS*

The deposit of dinars to the account of the Government of the United States of America in payment for the commodities and for ocean transportation costs financed by the Government of the United States of America (except excess costs resulting from the requirement that United States flag vessels be used) shall be made at a rate of exchange for United States dollars to be agreed between the two governments.

### ARTICLE IV

#### *GENERAL UNDERTAKINGS*

1. The Government of the Federal People's Republic of Yugoslavia agrees that it will take all possible measures to prevent the resale or trans-shipment to other countries, or use for other than domestic purposes (except where such resale, trans-shipment or use is specifically approved by the Government of the United States), of agricultural commodities purchased pursuant to the provisions of this Agreement.

2. The two Governments agree that they will take reasonable precautions to assure that all sales or purchases of agricultural commodities pursuant to this Agreement will not unduly disrupt world prices of agricultural commodities, or displace usual marketings of the United States in these commodities.

3. The Government of the Federal People's Republic of Yugoslavia agrees to furnish, upon request of the Government of the United States, information on the progress of the program, particularly with respect to arrivals and condition of commodities and the provisions for the maintenance of usual marketings and information relating to exports of the same or like commodities.

#### ARTICLE V

##### *CONSULTATION*

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

#### ARTICLE VI

##### *ENTRY INTO FORCE*

This Agreement shall enter into force upon signature.

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

DONE in duplicate at Belgrade, this third day of November 1956.

FOR THE GOVERNMENT OF  
THE UNITED STATES OF  
AMERICA:

JAMES W. RIDDLEBERGER

(James W. Riddleberger)  
*Ambassador of the  
United States of America*

FOR THE GOVERNMENT OF  
THE FEDERAL PEOPLE'S  
REPUBLIC OF YUGOSLAVIA:

Sv VUKMANOVIĆ

(Svetozar Vukmanović-Tempo)  
*Vice-president of the Federal  
Executive Council of the  
FPR of Yugoslavia*

[SEAL]

[SEAL]

# FRANCE

## Atomic Energy: Cooperation for Civil Uses

*Agreement signed at Washington June 19, 1956;  
Entered into force November 20, 1956.*

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### AGREEMENT FOR COOPERATION BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF THE REPUBLIC OF FRANCE CONCERNING CIVIL USES OF ATOMIC ENERGY

#### PREAMBLE

WHEREAS the peaceful uses of atomic energy hold great promise for all mankind, and

WHEREAS the Government of the United States of America and the Government of the Republic of France desire to cooperate with each other in the development of such peaceful uses of atomic energy; and

WHEREAS reactors are useful in the production of research quantities of radioisotopes, in medical therapy and in numerous other research and experimental activities and at the same time are a means of affording valuable training and experience in nuclear science and engineering useful in the development of other peaceful uses of atomic energy including civilian nuclear power; and

WHEREAS the Government of the Republic of France desires to pursue a research and development program looking toward the realization of the peaceful and humanitarian uses of atomic energy and desires to obtain assistance from the Government of the United States of America and the United States industry with respect to this program, and

WHEREAS the Government of the United States of America, represented by the United States Atomic Energy Commission, desires to assist the Government of the Republic of France in such a program,

THE PARTIES THEREFORE AGREE AS FOLLOWS.

## ARTICLE I

For purposes of this Agreement:

A. "Commission" means the United States Atomic Energy Commission.

B. "Commissariat" means the French Commissariat a l'Energie Atomique.

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

D. "Person" means any individual, corporation, partnership, firm, association, trust, estate, public or private institution, group, government agency or government corporation but does not include the Parties to this Agreement.

E. "Reactor" means an apparatus, other than an atomic weapon, in which a self-supporting fission chain reaction is maintained by utilizing uranium, plutonium, or thorium, or any combination of uranium, plutonium or thorium.

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

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

H. "Special nuclear material" means (1) plutonium, uranium enriched in the isotope 233 or in the isotope 235, and any other material which the Commission determines to be special nuclear material; or (2) any material artificially enriched by any of the foregoing.

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

J. "Parties" means the Government of the United States of America and the Government of the Republic of France, including the Commission on behalf of the Government of the United

States of America and the Commissariat on behalf of the Government of the Republic of France. "Party" means one of the above "Parties."

## ARTICLE II

This Agreement shall enter into force [1] on the day on which each Government shall receive from the other Government written notification that it has complied with all statutory and constitutional requirements for the entry into force of such Agreement and shall remain in force for a period of ten years.

## ARTICLE III

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

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

C. This Agreement shall not require the exchange of any information which the Parties are not permitted to communicate because the information is privately owned or has been received from another government.

## ARTICLE IV

Subject to the provisions of Article III, information in the specific fields set out below shall be exchanged between the Commission and the Commissariat with respect to the application of atomic energy to peaceful uses, including research and development relating to such uses, and problems of health and safety connected therewith:

- A. The development, design, construction, operation and use of research, experimental power, and power reactors;
- B. Health and safety problems related to the operation and use of research, experimental power, and power reactors;
- C. The use of radioactive isotopes and radiation in physical and biological research, medical therapy, agriculture and industry.

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<sup>1</sup> Nov. 20, 1956.

**ARTICLE V**

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

**ARTICLE VI*****A. Research Materials***

Materials of interest in connection with defined research projects related to the peaceful uses of atomic energy as provided by Article IV and under the limitations set forth in Article III, including source materials, special nuclear materials, by-product material, other radioisotopes, and stable isotopes will be exchanged for research purposes in such quantities and under such terms and conditions as may be agreed when such materials are not available commercially. In no case, however, shall the quantity of special nuclear materials under the jurisdiction of either Party, by reason of transfer under this Article, be, at any one time, in excess of 100 grams of contained U-235, 10 grams of plutonium, and 10 grams of U-233.

***B. Research Facilities***

Subject to the provisions of Article III, and under such terms and conditions as may be agreed, and to the extent as may be agreed, specialized research facilities and reactor materials testing facilities of the Parties shall be made available for mutual use consistent with the limits of space, facilities, and personnel conveniently available, when such facilities are not commercially available.

**ARTICLE VII**

It is contemplated that, as provided in this Article, private individuals and private organizations in either the United States or France may deal directly with private individuals and private organizations in the other country. Accordingly, with respect to the subjects of agreed exchange of information as provided in Article IV, persons under the jurisdiction of either the Government of the United States or the Government of the Republic of France will be permitted to make arrangements to transfer and export materials, including equipment and devices, to and perform services for the other Government and such persons under its

jurisdiction as are authorized by the other Government to receive and possess such materials and utilize such services, subject to:

- (a) The limitations in Article III;
- (b) Applicable laws, regulations and license requirements of the Government of the United States and the Government of the Republic of France.

#### ARTICLE VIII

A. The Commission will sell to the Government of the Republic of France uranium enriched in the isotope U-235 subject to the terms and conditions provided herein, as and when required as initial and replacement fuel in the operation of defined research, experimental power, and power reactor projects which the Government of the Republic of France, in consultation with the Commission, decides to construct or authorize private organizations to construct in France, and as required in experiments related thereto.

B. The sale of the uranium enriched in the isotope U-235 under this Article shall be in such form as may be mutually agreed, and at such charges and on such terms and conditions with respect to shipment and delivery as may be mutually agreed, and subject to the other terms and conditions of this Agreement.

C. 1. Except as provided in paragraph 2 below, the quantity of uranium enriched in the isotope U-235 transferred by the Commission under this Article and in the custody of the Government of the Republic of France shall not at any time be in excess of forty (40) kilograms of contained U-235 in uranium enriched up to a maximum of twenty percent (20%) U-235 plus such additional quantity as, in the opinion of the Commission, is necessary to permit the efficient and continuous operation of the reactor or reactors while replaced fuel elements are radioactively cooling in France or while fuel elements are in transit, it being the intent of the Commission to make possible the maximum usefulness of the forty (40) kilograms of said material.

2. The Commission may, upon request and at its discretion, make a portion of the foregoing material available as material enriched up to 90% for use in a materials testing reactor, capable of operating with a fuel load not to exceed six (6) kilograms.

3. It is understood and agreed that although the Government of the Republic of France will distribute uranium enriched in the isotope U-235 to authorized users in France, the Government of the Republic of France will retain title to any uranium enriched in the isotope U-235 which is purchased from the Commission

until such time as private users in the United States are permitted to acquire title in the United States to uranium enriched in the isotope U-235.

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

E. With respect to any special nuclear material produced in reactors fueled with materials obtained from the United States which are in excess of France's need for such material in its program for the peacetime uses of atomic energy, the Government of the United States shall have and is hereby granted (a) a first option to purchase such material at prices then prevailing in the United States for special nuclear material produced in reactors which are fueled pursuant to the terms of an agreement for co-operation with the United States, and (b) the right to approve the transfer of such material to any other nation in the event the option to purchase is not exercised.

#### ARTICLE IX

As may be necessary and as may be mutually agreed in connection with the subjects of agreed exchange of information as provided in Article IV, and under the limitations set forth in Article III, and under such terms and conditions as may be mutually agreed, specific arrangements may be made from time to time between the Parties for lease, or sale and purchase, of quantities of materials, other than special nuclear material, greater than those required for research, when such materials are not available commercially.

#### ARTICLE X

The Government of the United States and the Government of the Republic of France emphasize their common interest in assuring that any material, equipment, or device made available to the Government of the Republic of France pursuant to this Agreement shall be used solely for civil purposes.

A. Except to the extent that the safeguards provided for in this Agreement are supplanted, by agreement of the Parties as provided in Article XII, by safeguards of the proposed international atomic energy agency, the Government of the United States of America, notwithstanding any other provisions of this Agreement, shall have the following rights:

1. With the objective of assuring design and operation for civil purposes and permitting effective application of safeguards, to review the design of any

(i) reactor and

(ii) other equipment and devices the design of which the Commission determines to be relevant to the effective application of safeguards,

which are to be made available to the Government of the Republic of France or any person under its jurisdiction by the Government of the United States of America or any person under its jurisdiction, or which are to use, fabricate or process any of the following materials so made available: source material, special nuclear material, moderator material, or other material designated by the Commission;

2. With respect to any source or special nuclear material made available to the Government of the Republic of France or any person under its jurisdiction by the Government of the United States of America or any person under its jurisdiction and any source or special nuclear material utilized in, recovered from, or produced as a result of the use of any of the following materials, equipment, or devices so made available:

(i) source material, special nuclear material, moderator material, or other material designated by the Commission,

(ii) reactors,

(iii) any other equipment or device designated by the Commission as an item to be made available on the condition that the provisions of this subparagraph A2 will apply,

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

(b) to require that any such material in the custody of the Government of the Republic of France or any person under its jurisdiction be subject to all of the safeguards

- provided for in this Article and the guaranties set forth in Article XI;
3. To require the deposit in storage facilities designated by the Commission of any of the special nuclear material referred to in subparagraph A2 of this Article which is not currently utilized for civil purposes in France and which is not purchased pursuant to Article VIII, Paragraph E(a) of this Agreement, transferred pursuant to Article VIII, Paragraph E(b) of this Agreement, or otherwise disposed of pursuant to an arrangement mutually acceptable to the Parties;
  4. To designate, after consultation with the Government of the Republic of France, personnel who, accompanied, if either Party so requests, by personnel designated by the Government of the Republic of France, shall have access in France to all places and data necessary to account for the source and special nuclear materials which are subject to subparagraph A2 of this Article to determine whether there is compliance with this Agreement and to make such independent measurements as may be deemed necessary;
  5. In the event of non-compliance with the provisions of this Article, or the guaranties set forth in Article XI, and the failure of the Government of the Republic of France to carry out the provisions of this Article within a reasonable time, to suspend or terminate this Agreement and require the return of any materials, equipment, and devices referred to in subparagraph A2 of this Article;
  6. To consult with the Government of the Republic of France in the matter of health and safety.

B. The Government of the Republic of France undertakes to facilitate the application of the safeguards provided for in this Article.

#### ARTICLE XI

The Government of the Republic of France guarantees that:

A. Safeguards provided in Article X shall be maintained.

B. No material, including equipment and devices, transferred to the Government of the Republic of France or authorized persons under its jurisdiction pursuant to this Agreement, by lease, sale or otherwise, and no special nuclear material produced as a result of such transfer will be used for atomic weapons or for research on or development of atomic weapons or for any other military purposes, and that no such material, including equipment and devices, will be transferred to unauthorized persons or

beyond the jurisdiction of the Government of the Republic of France except as the Commission may agree to such transfer to another nation and then only if in the opinion of the Commission such transfer falls within the scope of an agreement for cooperation between the United States and the other nation.

#### ARTICLE XII

A. The Government of the United States of America and the Government of the Republic of France affirm their common interest in the establishment of an international atomic energy agency to foster the peaceful uses of atomic energy. In the event such an international agency is created:

1. The Parties will consult with each other to determine in what respects, if any, they desire to modify the provisions of this Agreement for Cooperation. In particular, the Parties will consult with each other to determine in what respects and to what extent they desire to arrange for the administration by the international agency of those conditions, controls, and safeguards including those relating to health and safety standards required by the international agency in connection with similar assistance rendered to a cooperating nation under the aegis of the international agency.

2. In the event the Parties do not reach a mutually satisfactory agreement following the consultation provided in paragraph A of this Article, either Party may by notification terminate this Agreement. In the event this Agreement is so terminated, the Government of the Republic of France shall return to the Commission all source and special nuclear materials received pursuant to this Agreement and in its possession or in the possession of persons under its jurisdiction.

B. It is recognized that efforts are being made in Western Europe to integrate the atomic energy programs of a group of nations. If the Government of the Republic of France becomes a member of such an integrated group and if an agreement for cooperation on atomic energy is made between the group of nations and the Government of the United States of America, the latter would be prepared if so requested by the Government of the Republic of France to arrange for the integrated group to assume the rights and obligations of the Government of the Republic of France under this Agreement, provided the integrated group can, in the judgment of the Government of the United States of America, effectively and securely carry out the undertakings of this Agreement.

**ACCORD DE COOPERATION ENTRE LE GOUVERNEMENT  
DES ETATS-UNIS D'AMERIQUE ET LE GOUVERNEMENT  
DE LA REPUBLIQUE FRANCAISE RELATIF AUX USAGES  
CIVILS DE L'ENERGIE ATOMIQUE**

**PREAMBULE**

CONSIDERANT que les usages pacifiques de l'Energie Atomique renferment de grandes promesses pour toute l'Humanité,

CONSIDERANT que le Gouvernement des Etats-Unis d'Amérique et le Gouvernement de la République Française désirent coopérer l'un avec l'autre pour le développement des utilisations pacifiques de l'Energie Atomique,

CONSIDERANT que les réacteurs permettent la production de radio-éléments en quantité appropriée pour la thérapeutique médicale et de nombreux autres domaines de recherches expérimentales, et en même temps sont un moyen d'acquérir une formation et une expérience appréciables dans le domaine de la Science Nucléaire et de l'art de l'ingénieur, utiles au développement d'autres usages pacifiques de l'Energie Atomique, y compris l'utilisation civile de l'Energie Nucléaire,

CONSIDERANT que le Gouvernement de la République Française désire poursuivre un programme de recherches et de développement destiné à la réalisation des utilisations pacifiques et humanitaires de l'énergie atomique et qu'il désire obtenir l'appui du Gouvernement des Etats-Unis d'Amérique et de l'industrie des Etats-Unis d'Amérique en ce qui concerne ce programme,

CONSIDERANT que le Gouvernement des Etats-Unis d'Amérique représenté par la Commission à l'Energie Atomique des Etats-Unis désire donner son appui au Gouvernement Français pour un tel programme;

**LES PARTIES CONVIENNENT DE CE QUI SUIT:**

**ARTICLE I**

Aux fins de cet accord:

A—"Commission" est employé pour désigner la Commission de l'Energie Atomique des Etats-Unis.

B—"Commissariat" est employé pour désigner le "Commissariat à l'Energie Atomique" français.

C—"Equipement et dispositifs" et "Equipement ou dispositifs" sont employés pour désigner tout instrument, appareil ou installation, et comprennent, à l'exception d'une arme atomique, toute installation capable d'utiliser ou de produire une matière nucléaire spéciale, ainsi que ses éléments constitutifs.

D—"Personne" est employé pour désigner tout individu, société anonyme, société, maison de commerce, association, institution publique ou privée, groupement, agence gouvernementale, ou institution d'Etat, mais ne désigne pas les parties à cet accord.

E—"Réacteur" est employé pour désigner un appareil, autre qu'une arme atomique, dans lequel une réaction de fission en chaîne est entretenue grâce à l'uranium, le plutonium, ou le thorium, ou toute combinaison d'uranium, de plutonium ou de thorium.

F—"Données secrètes" est employé pour désigner toutes les données relatives (1) à la conception, à la fabrication ou à l'utilisation d'armes atomiques; (2) à la production de matières nucléaires spéciales; ou (3) à l'emploi de matières nucléaires spéciales pour la production d'énergie, mais ne s'applique pas aux données déclassifiées ou qui auront été retirées de la catégorie "données secrètes" par l'autorité compétente.

G—"Arme atomique" est employé pour désigner tout engin utilisant l'énergie atomique, à l'exception des dispositifs utilisés pour le transport ou la propulsion de l'engin (dans les cas où ces dispositifs peuvent être dissociés et séparés de l'engin) dont le caractère principal est d'être utilisé comme arme, comme prototype d'armes, comme dispositif d'essai d'arme, ou de concourir à leur mise au point.

H—"Matière nucléaire spéciale" est employé pour désigner (1) le plutonium, l'uranium enrichi en isotope 233 ou en isotope 235, et toute autre matière que la Commission déclare être matière nucléaire spéciale; ou (2) toute matière enrichie artificiellement avec l'une des matières susmentionnées.

I—"Matière brute" est employé pour désigner (1) l'uranium, le thorium ou toute autre matière que le Gouvernement de la République Française ou la Commission déclarent être matière brute; ou (2) des minerais contenant une ou plusieurs des matières susmentionnées, en concentration que le Gouvernement de la République Française ou la Commission peuvent déterminer de temps à autre.

J—"Parties" est employé pour désigner le Gouvernement des Etats-Unis d'Amérique et le Gouvernement de la République Française, y compris le Commissariat, pour le compte du Gouvernement de la République Française, et la Commission, pour le

compte du Gouvernement des Etats-Unis d'Amérique. "Partie" désigne l'une des "parties" susmentionnées.

#### ARTICLE II

Le présent accord entre en vigueur le jour où chacun des Gouvernements reçoit de l'autre notification écrite qu'il a satisfait à toutes les exigences légales et constitutionnelles pour la mise en vigueur dudit accord. Il est conclu pour une durée de dix années.

#### ARTICLE III

A—Nulle "donnée secrète" ne doit être communiquée en application du présent Accord; nul matériel, équipement et dispositif ne doit être transféré et nul service ne doit être rendu, si le fait de transférer ce matériel, équipement et dispositif ou de rendre ce service entraîne la communication de données secrètes.

B—Sous réserve des clauses du présent accord, des disponibilités en personnel et en matériel, ainsi que des lois, des règlements et des formalités à remplir pour l'octroi de licences en vigueur dans leur pays respectifs, les Parties se porteront mutuellement assistance dans la réalisation de l'utilisation de l'énergie atomique à des fins pacifiques.

C—Le présent accord ne permet pas d'exiger l'échange d'informations lorsque les Parties n'ont pas le droit de les communiquer, parce que ces informations appartiennent à des personnes privées, ou qu'elles ont été reçues d'un autre Gouvernement.

#### ARTICLE IV

Sous réserve des dispositions de l'article III, des informations dans les domaines spécifiés déterminés ci-dessous seront échangées entre la Commission et le Commissariat dans le domaine de l'utilisation de l'énergie atomique à des fins pacifiques, y compris la recherche et le développement liés à cette utilisation, et les problèmes de santé et de sécurité qui s'y rattachent.

A—Le développement, la conception, la construction, le fonctionnement et l'utilisation de réacteurs de recherches, de réacteurs expérimentaux de puissance et de réacteurs de puissance.

B—Les problèmes de santé et de sécurité concernant le fonctionnement et l'utilisation de réacteurs de recherche, de réacteurs expérimentaux de puissance et de réacteurs de puissance.

C—L'utilisation d'isotopes radioactifs et des radiations pour les recherches dans le domaine de la physique et de la biologie, de la médecine, de l'agriculture et de l'industrie.

## ARTICLE V

L'application ou l'usage de toute information (y compris les plans et spécifications) et de tout matériel, équipement, ou dispositif échangés entre les Parties ou transférés de l'une à l'autre, en exécution du présent Accord, sont de la responsabilité de la Partie qui reçoit; l'autre Partie ne garantit pas que ces informations soient exactes ou complètes ni que ces informations, matériels, équipements et dispositifs soient adaptés à telle utilisation ou application particulière.

## ARTICLE VI

### A—Matières destinées aux recherches.

Les matières intéressant des projets définis de recherche dans le domaine de l'utilisation de l'énergie atomique à des fins pacifiques, tel qu'il est déterminé à l'article IV et sous réserve des limites fixées à l'article III, y compris les matières brutes, les matières nucléaires spéciales, les sous-produits, les autres radioéléments et isotopes stables, seront échangées pour des fins de recherche, en des quantités et aux termes et conditions qui auront été décidés, lorsque ces matières ne pourront être obtenues dans le commerce. En aucun cas, toutefois, la quantité de matières nucléaires spéciales, tombant sous le contrôle de l'une ou l'autre partie, en raison d'un transfert effectué conformément à cet article, ne devra excéder 100 grammes d'U-235, 10 grammes de plutonium, et 10 grammes d'U-233.

### B—Installations de recherches.

Sous réserve des dispositions de l'article III, et aux termes et conditions qui auront été décidés ainsi que dans les limites qui auront été acceptées, des installations de recherches spécialisées et des installations d'essai de matériaux pour réacteurs appartenant aux Parties, seront mises à la disposition mutuelle des Parties, dans toute la mesure des disponibilités de place, d'installations et de personnel, et sans occasionner de gêne, lorsqu'il ne sera pas possible d'avoir accès commercialement à de telles installations.

## ARTICLE VII

Il est prévu, comme le détermine le présent article, que des personnes et des organisations privées, soit aux Etats-Unis, soit en France, peuvent traiter directement avec des personnes et des organisations privées de l'autre pays. En conséquence, pour ce qui touche les domaines dans lesquels il a été convenu d'échanger des informations, aux termes de l'article IV, des personnes sous la juridiction du Gouvernement des Etats-Unis ou du Gouverne-

ment de la République Française seront autorisées à prendre des dispositions pour assurer le transfert et l'exportation de matières, y compris d'équipement et de dispositifs, ainsi qu'à fournir des services à l'autre Gouvernement ainsi qu'à toutes personnes placées sous sa juridiction et dûment autorisées par cet autre Gouvernement à recevoir et à posséder de telles matières et à utiliser de tels services, sous réserve:

- a) des limites fixées par l'article III,
- b) des lois, règlements et formalités pour l'octroi de licences en vigueur aux Etats-Unis et dans la République Française.

#### ARTICLE VIII

A—La Commission vendra au Gouvernement de la République Française, aux termes et conditions prévus au présent article, et au moment approprié, l'uranium enrichi en isotope U-235 nécessaire comme combustible initial ou de rechargement au fonctionnement des projets déterminés de réacteurs de recherche, de réacteurs expérimentaux de puissance, et de réacteurs de puissance que le Gouvernement de la République Française, en consultation avec la Commission, décide de construire, ou d'autoriser des organisations privées à construire en France, et nécessaire aux expériences s'y rapportant.

B—L'uranium enrichi en isotope U-235 sera vendu au titre du présent article sous forme décidée d'un commun accord et il sera expédié et livré aux prix, termes et conditions qui auront été décidés d'un commun accord et sous réserve des autres termes et conditions du présent accord.

C-1—Exception faite du cas mentionné au sous-paragraphe 2 ci-dessous, la quantité d'uranium enrichi en isotope U-235 transférée par la Commission au titre du présent article et confiée à la garde du Gouvernement de la République Française ne devra à aucun moment dépasser quarante (40) kilogrammes d'uranium 235 contenu dans de l'uranium enrichi à un maximum de vingt pour cent (20%) en U-235, plus telles quantités supplémentaires qui, de l'avis de la Commission, sont nécessaires au fonctionnement efficace et continu du ou des réacteurs, pendant que les éléments combustibles remplacés sont en cours de désactivation en France ou sont en transit, et étant entendu que la Commission a l'intention d'assurer au maximum l'emploi des quarante (40) kilogrammes de ladite matière.

2—Une partie de la matière susmentionnée pourra être fournie par la Commission, sur demande et à sa discrétion, à un taux d'enrichissement allant jusqu'à quatre-vingt-dix pour cent

(90%), pour être utilisée dans un réacteur d'essai de matériaux susceptible de fonctionner avec une charge de combustible ne dépassant pas six kilogrammes.

3—Il est entendu et convenu que même si le Gouvernement de la République Française distribue l'uranium enrichi en isotope U-235 à des utilisateurs autorisés en France, le Gouvernement de la République Française conservera la propriété de tout uranium enrichi en isotope 235 acheté à la Commission jusqu'au moment où les utilisateurs privés aux Etats-Unis seront autorisés à acquérir, à titre de propriété, l'uranium enrichi en isotope 235.

D—Il est entendu que lorsque les matières brutes ou les matières nucléaires spéciales reçues des Etats-Unis devront être traitées, cette opération devra être exécutée au choix de la Commission soit dans ses propres installations soit dans des installations acceptées par elle, aux termes et conditions qui seront agréées ultérieurement. Il est entendu, sauf accord contraire, que la forme et le contenu des éléments combustibles irradiés ne seront pas modifiés après leur retrait du réacteur et avant leur livraison à la Commission ou aux installations acceptées par la Commission pour traiter ces produits.

E—En ce qui concerne toute matière nucléaire spéciale produite dans des réacteurs alimentés par des matières obtenues des Etats-Unis qui dépasseraient les besoins de la France en ces matières pour son programme d'utilisation de l'énergie atomique à des fins pacifiques, les Etats-Unis auront—et se voient accorder par le présent accord—

- a) une première option pour l'achat de ces matières au prix courant aux Etats-Unis pour les matières nucléaires spéciales produites dans des réacteurs alimentés en combustible conformément aux termes d'un accord de coopération avec les Etats-Unis;
- b) le droit d'approuver le transfert de telles matières à toute autre nation dans le cas où eux-mêmes n'exerceraient pas leur droit d'option.

#### ARTICLE IX

Selon les nécessités et après entente dans les domaines où il a été convenu d'échanger des informations conformément à l'article IV, et sous les réserves prévues dans l'article III, et aux termes et conditions mutuelles convenus, des arrangements spécifiques peuvent être de temps à autre conclus entre les parties pour la location, la vente et l'achat de matières autres que les matières nucléaires

spéciales, et en quantité supérieure à celles qui sont requises pour la recherche, lorsque ces matières ne peuvent pas être obtenues commercialement.

#### ARTICLE X

Le Gouvernement des Etats-Unis d'Amérique et le Gouvernement de la République Française soulignent qu'il est de leur intérêt commun que toute matière, équipement ou dispositif mis à la disposition du Gouvernement de la République Française, en vertu du présent accord, soient utilisés uniquement à des fins civiles.

A—Sauf dans le cas et dans la mesure où, après accord des deux Parties comme prévu à l'article XII, les mesures de sécurité définies au présent Accord seraient remplacées par les mesures de sécurité de l'Agence Atomique Internationale projetée, le Gouvernement des Etats-Unis, indépendamment de toute autre disposition du présent accord, aura les droits suivants:

1) Pour s'assurer que les plans et les opérations sont faits dans des buts civils et pour permettre une application effective des mesures de sécurité, le Gouvernement des Etats-Unis aura le droit de revoir les plans de tout:

I—Réacteur et,

II—Autres équipements et dispositifs pour lesquels la Commission estimera que leur conception justifie une application effective des mesures de sécurité,

soit qu'ils doivent être fournis au Gouvernement de la République Française ou toute autre personne placée sous sa juridiction, par le Gouvernement des Etats-Unis ou toute autre personne sous sa juridiction, soit qu'ils doivent utiliser, fabriquer ou traiter l'une quelconque des matières suivantes ainsi fournies: matière brute, matière nucléaire spéciale, modérateur ou toute autre matière fixée par la Commission.

2) Pour toute matière brute ou matière nucléaire spéciale fournie au Gouvernement de la République Française ou à toute personne placée sous sa juridiction, par le Gouvernement des Etats-Unis ou toute autre personne placée sous sa juridiction, ainsi que pour toute matière brute ou matière nucléaire spéciale utilisée, récupérée ou produite grâce à l'une des matières, équipements ou dispositifs suivants, fournis dans les mêmes conditions:

I—matière brute, matière nucléaire spéciale, modérateur, ou toute autre matière fixée par la Commission,

II—réacteurs,

III—tout autre équipement ou dispositif désigné par la Commission comme un article fourni par elle, auquel on peut appliquer le présent sous-paragraphe A.2.

Le Gouvernement des Etats-Unis aura le droit:

- a) de demander la tenue et la présentation de registres de fonctionnement et de demander et de recevoir des rapports dans le but de permettre de garantir la comptabilité de ces matières,
- b) de demander que ces matières placées sous la garde du Gouvernement de la République Française ou toute autre personne relevant de sa juridiction, soient soumises à toutes les mesures de sauvegarde déterminées dans le présent article, et aux garanties prévues par l'article XI,
- 3) De demander le dépôt dans des installations de stockage désignées par la Commission de toute matière nucléaire spéciale indiquée au sous-paragraphe A (2) du présent article qui ne serait pas en cours d'utilisation en France pour des buts civils et qui ne ferait pas l'objet d'un achat effectué en vertu de l'article VIII, paragraphe E (a) du présent Accord, d'un transfert effectué en vertu de l'article VIII, paragraphe E (b) du présent Accord, ou d'une mesure d'utilisation prise en vertu d'un arrangement acceptable par les deux parties.
- 4) De désigner après consultation du Gouvernement de la République Française le personnel qui, accompagné, si l'une ou l'autre des parties le demande, par les personnes désignées par le Gouvernement de la République Française, aura accès en France à tous les endroits et à toutes les données nécessaires pour justifier la comptabilité des matières brutes et des matières nucléaires spéciales qui sont soumises aux dispositions du sous-paragraphe A (2) du présent article, en vue de déterminer si le présent Accord est dûment exécuté et d'effectuer directement toutes mesures qui pourraient paraître nécessaires.
- 5) Dans l'éventualité de non-exécution des dispositions du présent article, ou des garanties prévues dans l'article XI, ou si le Gouvernement de la République Française n'appliquait, dans un délai raisonnable, les dispositions du présent article:
  - de suspendre cet accord ou d'y mettre fin et d'exiger le retour de toute matière, équipement et dispositif visés au sous-paragraphe A (2) du présent article.
- 6) de procéder à des consultations avec le Gouvernement de la République Française en matière d'hygiène et de sécurité.

B—Le Gouvernement de la République Française s'engage à faciliter l'application des mesures de sauvegarde prévues au présent article.

#### ARTICLE XI

Le Gouvernement de la République Française se porte garant que:

A—Les mesures de sécurité prévues à l'article X seront maintenues en vigueur.

B—Nulle matière, y compris l'équipement et les dispositifs transférés par location, vente ou d'autres manières, au Gouvernement de la République Française ou à des personnes dûment autorisées placées sous sa juridiction, au titre du présent accord, et nulle matière nucléaire spéciale produite en conséquence de ce transfert, ne sera utilisée pour des armes atomiques ou à des fins de recherche et de mise au point d'armes atomiques ou pour toute autre fin militaire et nulle de ces matières, y compris l'équipement et les dispositifs, ne seront transférées à des personnes non autorisées ou en dehors de la juridiction du Gouvernement de la République Française, sauf dans le cas où la Commission donnerait son accord à un tel transfert à une autre nation, et alors seulement si un tel transfert, de l'opinion de la Commission, peut s'effectuer dans le cadre d'un accord de coopération établi entre les Etats-Unis et l'autre nation.

#### ARTICLE XII

A—Le Gouvernement des Etats-Unis d'Amérique et le Gouvernement de la République Française affirment leur intérêt commun à l'établissement d'une Agence internationale de l'Energie Atomique destinée à encourager les utilisations de l'énergie atomique à des fins pacifiques. Si cette Agence est créée:

- 1) Les parties se consulteront afin de déterminer dans quelle mesure elles pourraient éventuellement décider d'apporter des modifications au présent accord de coopération. En particulier les parties se consulteront pour déterminer dans quelle mesure et jusqu'à quel point elles désirent se mettre d'accord pour confier à l'Agence internationale l'administration des conditions, contrôles et mesures de sauvegarde, y compris celles concernant les normes de sécurité et la protection sanitaire, requis par l'agence dès lors qu'une aide

similaire est accordée sous l'égide de l'Agence internationale à une nation coopérante.

- 2) Dans le cas où les parties ne pourraient arriver à un accord mutuel satisfaisant, à la suite des consultations prévues au paragraphe A de cet article, chacune des parties peut, par simple notification, mettre un terme au présent accord. Dans le cas où le présent accord cesse de cette façon, le Gouvernement de la République Française doit faire retour à la Commission de toute matière nucléaire brute et spéciale reçue en exécution du présent accord et en sa possession ou en la possession de personnes sous son autorité.

B—Il est reconnu que des efforts sont poursuivis en ce moment en Europe occidentale pour intégrer les programmes d'énergie atomique d'un groupe de nations. Si le Gouvernement de la République Française devient membre d'un groupe ainsi intégré et si une entente de coopération dans le domaine de l'énergie atomique est conclue entre ce groupe de nations et le Gouvernement des Etats-Unis d'Amérique, ce dernier serait prêt, à la demande du Gouvernement de la République Française, à faire en sorte que le groupe intégré assume les droits et obligations du Gouvernement de la République Française résultant du présent accord, à condition que le groupe intégré puisse, de l'opinion du Gouvernement des Etats-Unis d'Amérique, assurer avec efficacité et sécurité l'exécution des engagements résultant du présent accord.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed pursuant to duly constituted authority.

DONE at Washington, in duplicate, in the English and French languages, this nineteenth day of June, 1956.

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

C. BURKE ELBRICK

W. F. LIBBY

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

M COUVE DE MURVILLE

EN FOI DE QUOI, les Parties ont fait établir le présent accord en bonne et due forme en vertu des pouvoirs dûment conférés à cet effet.

FAIT à Washington, en double exemplaire, en Anglais et en Français, le dix-neuf juin 1956.

# FRANCE

## Surplus Agricultural Commodities

*Agreement signed at Paris November 8, 1956;  
Entered into force November 8, 1956.*

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### AGRICULTURAL COMMODITIES AGREEMENT BETWEEN THE UNITED STATES OF AMERICA AND THE FRENCH REPUBLIC UNDER TITLE I OF THE AGRICULTURAL TRADE DEVELOPMENT AND ASSISTANCE ACT

The Government of the United States of America and the Government of the French Republic:

Recognizing the desirability of expanding trade in agricultural commodities between their two countries and with other friendly nations in a manner which would not displace usual marketings of the United States and France in these commodities or unduly disrupt world prices of agricultural commodities;

Considering that the purchase for francs of surplus agricultural commodities produced in the United States will assist in achieving such an expansion of trade;

Considering that the francs accruing from such purchases will be utilized in a manner beneficial to both countries;

Desiring to set forth the understandings which will govern the sales, as specified below, of surplus agricultural commodities to France pursuant to Title I of the Agricultural Trade Development and Assistance Act and the measures which the two Governments will take individually and collectively in furthering the expansion of trade in such commodities;

68 Stat. 455.  
7 U.S.C. §§ 1701-  
1709.

Have agreed as follows:

#### ARTICLE I

##### SALES FOR FRANCS

1. Subject to the issuance and acceptance of purchase authorizations referred to in paragraph 2 of this Article, the Government of the United States undertakes to finance on or before June 30, 1957, the sale for francs of certain agricultural commodities determined to be surplus pursuant to Title I of the Agricultural

Trade Development and Assistance Act to purchasers authorized by the French Government.

2. The Government of the United States will issue purchase authorizations which shall include provisions relating to the sale and delivery of commodities, the time and circumstances of deposit of the francs accruing from such sales, and other relevant matters, and which shall be subject to acceptance by the French Government. The commodity and amount, with respect to which tentative agreement has been reached by the two Governments, is listed in paragraph 3 of this Article.

3. The Government of the United States undertakes to finance the sale to France of the following commodity, in the amount indicated, during the period ending June 30, 1957, under the terms of Title I of the said Act and of this Agreement:

<u>Commodity</u>	<u>Amount</u> (millions)
Tobacco	\$1.4

## ARTICLE II

### *USES OF FRANCS*

1. The two Governments agree that francs accruing to the Government of the United States as a consequence of sales made pursuant to this Agreement will be used as follows:

- (a) The equivalent of approximately \$600,000 for financing programs under subsection (a) of Section 104 of the Act for the development of new markets for tobacco in France as agreed upon with the Service Français d'Exploitation Industrielle des Tabacs et des Allumettes and for other agricultural commodities. Consultation between the two Governments will take place with respect to projects involving commodities other than tobacco and such projects will be subject to prior approval by the French Government.
- (b) The equivalent of approximately \$660,000 for expenditures of the Government of the United States under subsection (d) of Section 104 of the Act.
- (c) The equivalent of \$140,000 for expenditures in France of the Government of the United States under subsection (f) of Section 104 of the Act.

2. If, by December 31, 1957, it has not been possible to develop an agreed program within the framework of paragraphs 1 (a) and

(b) above for the utilization of the francs which will become available pursuant to this Agreement, the two Governments may agree upon other uses for such funds consistent with the provisions of Section 104 of the Act. In any case, after December 31, 1957, the Government of the United States shall have the right on its own responsibility to utilize any unexpended balances in such francs for the payment of any of its obligations in the franc area.

### ARTICLE III

#### *DEPOSIT OF FRANCS AND RATE OF EXCHANGE*

The deposit of francs in payment for the commodities (and for ocean freight costs financed by the United States, except excess costs resulting from the requirement that United States flag vessels be used) shall be made at the highest selling rate for U. S. dollars quoted on the free foreign exchange market at Paris in effect on the dates of dollar disbursement by United States banks, or by the United States, as provided in the purchase authorizations.

### ARTICLE IV

#### *GENERAL UNDERTAKINGS*

1. The French Government agrees that it will take all possible measures to prevent the resale or transshipment to other countries before processing, or use for other than domestic purposes before processing (except where such resale, transshipment or use is specifically approved by the Government of the United States), of surplus agricultural commodities purchased pursuant to the provisions of this Agreement.

2. The two Governments agree that they will take reasonable precautions to assure that sales or purchases of surplus agricultural commodities pursuant to this Agreement will not unduly disrupt world prices of agricultural commodities, displace usual marketings of the United States or France in these commodities, or materially impair trade relations among the countries of the free world.

3. In carrying out this Agreement the two Governments will use their best endeavors to develop and expand continuous market demand for agricultural commodities referred to in this Agreement.

4. The French Government agrees to furnish, upon request of the Government of the United States, information on the progress of the program, particularly with respect to arrivals and condition of commodities and the provisions for the maintenance of usual marketings and statistical information relating to exports of the same or like commodities.

ARTICLE V*CONSULTATION*

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

ARTICLE VI*ENTRY INTO FORCE*

This Agreement shall enter into force upon signature.

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

DONE at Paris in duplicate in the English and French languages this eighth day of November, 1956.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA: FOR THE GOVERNMENT OF THE FRENCH REPUBLIC:

JOHN W. TUTHILL

J. DONNEDIEU DE VABRES

John W. Tuthill

Jacques Donnedieu de Vabres

**ACCORD****ENTRE LES ETATS-UNIS D'AMERIQUE ET LA REPUBLIQUE  
FRANCAISE**  
**CONFORMEMENT AUX DISPOSITIONS DU TITRE I  
DE LA LOI TENDANT A DEVELOPPER ET A AIDER  
LE COMMERCE AGRICOLE**

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

Reconnaissant qu'il est désirable de développer le marché des produits agricoles entre leurs deux pays et avec d'autres pays amis d'une façon telle que ces opérations ne risquent pas de perturber les marchés habituels des Etats-Unis et de la France pour ces produits, ni d'entraîner des modifications excessives des prix mondiaux de ces produits;

Considérant que l'achat en francs de produits agricoles en surplus aux Etats-Unis aidera à la réalisation de ce développement;

Considérant que les francs provenant de ces achats seront utilisés d'une façon profitable aux deux pays;

Désirant établir les arrangements applicables aux ventes, définies ci-dessous, de produits agricoles en surplus à la France conformément au Titre I de la Loi tendant à développer et à aider le commerce agricole, et les mesures que les deux pays prendront tant individuellement que collectivement pour poursuivre le développement du commerce agricole, en ce qui concerne de tels produits;

Sont convenus de ce qui suit:

**ARTICLE I*****Ventes payables en francs***

1. Sous réserve de l'émission et de l'acceptation des autorisations d'achat visées au paragraphe 2 du présent article, le Gouvernement des Etats-Unis s'engage à financer, jusqu'au 30 juin 1957, inclus, la vente avec paiement en francs de certains produits agricoles qui sont considérés comme surplus aux termes du Titre I de la Loi tendant à développer et à aider le commerce agricole, à des acheteurs autorisés par le Gouvernement français.

2. Le Gouvernement des Etats-Unis émettra des autorisations d'achat, qui comprendront des dispositions relatives à la vente et à la livraison des produits, à la date et aux modalités de dépôt des francs provenant de telles ventes et toutes autres dispositions adéquates, et qui seront soumises à l'acceptation du Gouvernement français. Le produit et le montant de celui-ci, au sujet desquels les deux Gouvernements ont abouti à un accord préliminaire, sont mentionnés au paragraphe 3 du présent article.

3. Le Gouvernement des Etats-Unis s'engage à financer la vente à la France du produit suivant, pour la valeur indiquée, jusqu'au 30 juin 1957 et suivant les termes du Titre I de la Loi précitée et du présent Accord:

<u>Produit</u>	<u>Montant (millions)</u>
Tabac	\$1,4

## ARTICLE II

### *Utilisation des francs*

1. Les deux Gouvernements conviennent que les francs acquis par le Gouvernement des Etats-Unis à la suite des ventes faites conformément au présent Accord seront utilisés dans les conditions suivantes:

- a. La contrevaleur d'un montant voisin de 600.000 dollars pour financer, dans le cadre de la sous-section (a) de la section 104 de la Loi des Etats-Unis N° 480, des programmes tendant au développement de nouveaux marchés en France, d'une part, pour le tabac en accord avec le Service Français d'Exploitation Industrielle des Tabacs et des Allumettes, et d'autre part, pour d'autres produits agricoles; les projets concernant des produits autres que le tabac donneront lieu à des consultations entre les deux Gouvernements et seront soumis à l'approbation du Gouvernement français préalablement à leur mise en oeuvre.
  - b. La contrevaleur d'un montant voisin de 660.000 dollars pour le règlement des dépenses du Gouvernement des Etats-Unis au titre de la sous-section (d) de la section 104 de la Loi des Etats-Unis N° 480.
  - c. La contrevaleur de 140.000 dollars pour le règlement des dépenses du Gouvernement des Etats-Unis en France, au titre de la sous-section (f) de la section 104 de la Loi des Etats-Unis précitée.
2. Si, à la date du 31 décembre 1957, il ne leur avait pas été possible de convenir de la mise en oeuvre d'un programme dans

les conditions prévues au paragraphe 1 a. et b. ci-dessus pour l'emploi des francs qui seront rendus disponibles conformément au présent Accord, les deux Gouvernements pourront convenir d'utiliser ces fonds à d'autres emplois dans le cadre des dispositions de la section 104 de la Loi des Etats-Unis précitée. En tout état de cause, le Gouvernement des Etats-Unis aura le droit sous sa propre responsabilité, après le 31 décembre 1957, d'utiliser le reliquat de ces fonds en francs au règlement de ses obligations dans la zone franc.

### ARTICLE III

#### *Dépôt des francs et taux de change*

Le dépôt des francs constituant le paiement des produits (et du transport maritime financé par les Etats-Unis, sauf les frais supplémentaires résultant de l'obligation d'utiliser des navires battant pavillon américain) devra être effectué au cours vendeur le plus élevé côté pour le dollar des Etats-Unis sur le marché libre des devises étrangères à Paris aux dates des règlements en dollars effectués par les banques américaines ou par le Gouvernement des Etats-Unis, selon les dispositions des autorisations d'achat.

### ARTICLE IV

#### *Dispositions générales*

1. Le Gouvernement français convient qu'il prendra toutes dispositions possibles pour empêcher la revente en l'état ou le transit vers d'autres pays, ou l'utilisation de ces produits en l'état pour des usages autres que les besoins intérieurs, des produits agricoles en surplus achetés conformément aux dispositions du présent Accord (sauf dans les cas où une revente, un transit ou une telle utilisation seraient expressément approuvées par le Gouvernement des Etats-Unis).

2. Les deux Gouvernements sont convenus de prendre toutes précautions raisonnables pour s'assurer que les ventes ou achats des produits agricoles en surplus effectués conformément au présent Accord n'entraînent pas de modifications excessives des prix mondiaux de ces produits, ne perturbent pas les marchés normaux des Etats-Unis ou de la France pour ces produits ou n'entravent pas notablement les relations commerciales entre les nations du monde libre.

3. Dans l'application du présent Accord, les deux Gouvernements s'efforceront de développer et d'élargir la demande continue des produits agricoles visés dans ledit Accord.

4. Le Gouvernement français accepte de fournir, sur la demande du Gouvernement des Etats-Unis, tous renseignements touchant l'état d'avancement du programme, et particulièrement quant aux arrivages et à l'état des produits, ainsi que les dispositions prises par lui pour maintenir les conditions normales du marché et des informations statistiques sur les exportations de ces produits ou de produits semblables.

#### ARTICLE V

##### *Consultations*

A la requête de l'un d'eux, les deux Gouvernements se consulteront en ce qui concerne toutes questions relatives à l'application du présent Accord ou à l'exécution des arrangements à mettre en oeuvre conformément à cet Accord.

#### ARTICLE VI

##### *Entrée en vigueur*

Le présent Accord entrera en vigueur à la date de sa signature.

EN FOI DE QUOI, les représentants des deux pays, dûment autorisés à ce faire, ont signé le présent Accord.

Fait à Paris en français et en anglais,  
ce huit novembre 1956

Pour le Gouvernement de  
la République française

J. DONNEDIEU DE VABRES

J. Donnedieu de Vabres

Pour le Gouvernement  
des Etats-Unis

JOHN W TUTHILL

J. W. Tuthill

# ICELAND

## Settlement of Claims of Icelandic Insurance Companies

*Agreement signed at Washington November 23, 1956;  
Entered into force November 23, 1956.*

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### AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF THE REPUBLIC OF ICELAND REGARDING THE SETTLEMENT OF CLAIMS OF ICELANDIC INSURANCE COMPANIES

The Government of the United States of America and the Government of the Republic of Iceland have reached agreement as set forth below regarding final settlement of certain claims of the Icelandic insurance companies, Sjovatryggingarfelag Islands h. f. and Trolle and Rothe h. f. (agent for Baltica, a Danish company), against the Government of the United States; and similar claims, or counterclaims, of the Government of the United States of America against these same insurance companies.

#### ARTICLE I

The two Governments agree that the claim of Sjovatryggingarfelag Islands h. f. is meritorious in the sum of 84,703.19 kronur. Claims of the United States against policyholders of that company are meritorious in the sum of 27,982.58 kronur, which latter amount is set off against the former. There remains a net amount of 56,720.61 kronur due Sjovatryggingarfelag Islands h. f.

The two Governments agree that the claim of Trolle and Rothe h. f. (Baltica) is meritorious in the sum of 60,291.36 kronur. Claims of the United States against policyholders of that company are meritorious in the sum of 29,011.97 kronur, which latter amount is set off against the former. There remains a net amount of 31,279.39 kronur due Trolle and Rothe h. f. (Baltica).

The sum of the net amounts due is 88,000 kronur.

**ARTICLE II**

The Congress of the United States will be requested to appropriate the necessary funds to effect payment of this settlement.

**ARTICLE III**

During the course of negotiations leading to this Agreement, representatives of the two Governments have considered claims of the aforementioned insurance companies which grew out of accidents or incidents involving military personnel and equipment of the armed forces of the United States, and policyholders, and vehicles owned by policyholders, of the two Icelandic insurance companies, during the period July 7, 1941 to April 5, 1947, when United States armed forces were present in Iceland under the terms of the Agreement between the United States and Iceland, dated July 1, 1941 (55 Stat. 1547).

EAS 232.

Claims of the Government of the United States of America against policyholders of these same insurance companies which resulted from the same or similar incidents have been evaluated, and set off, as shown in Article I of this Agreement.

**ARTICLE IV**

During the course of negotiations leading to this Agreement, the representatives of the two Governments considered, but excluded from the setoff, those claims of the United States against policyholders of these insurance companies for expenses incurred relating to medical expenses, loss of services, burial expenses and gratuity payment in cases involving injury or death of military personnel; which claims are to be regarded as having been taken into account, but waived, under the terms of this Agreement.

Claims of the insurance companies arising out of the Agreement dated July 1, 1941, between the United States and Iceland, supra, which have not hitherto been presented and included in this Settlement are to be regarded as having been waived.

**ARTICLE V**

Upon payment of the amount heretofore agreed upon in settlement of the claims described herein, the Government of the Republic of Iceland discharges and agrees to save harmless the Government of the United States of America, its officials, employees, or agencies and instrumentalities, its nationals or other individuals and organizations, for these and all other claims of these same claimants, which may have arisen out of the Agree-

ment, dated July 1, 1941, between the United States and Iceland,  
supra.

IN WITNESS WHEREOF, the undersigned representatives duly  
authorized thereto by their respective governments have signed  
this Agreement.

DONE at Washington, in duplicate, this twenty-third day of  
November, 1956.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA:

C. BURKE ELBRICK

FOR THE GOVERNMENT OF THE REPUBLIC OF ICELAND:

THOR THORS



# CHILE

## Army Mission to Chile

*Agreement signed at Santiago November 15, 1956;  
Date of entry into force: January 1, 1957*

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### ARMY MISSION AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF THE REPUBLIC OF CHILE

The Government of the United States of America and the Government of the Republic of Chile have agreed on the establishment in Chile of an Army Mission of the United States of America under the conditions specified below.

#### TITLE I

##### *PURPOSE AND DURATION*

*ARTICLE 1.* The purpose of the Army Mission shall be to cooperate with the Chilean Army as an advisory body to the Commander-in-Chief, with the objective of increasing the technical efficiency of the Chilean Army

*ARTICLE 2.* This agreement shall enter into force on January 1, 1957, and shall continue in force until terminated as provided in Article 3.

*ARTICLE 3.* The present Agreement may be terminated.

- a) By either of the contracting Governments, subject to three months' written notice to the other Government,
- b) By the recall of the Army Mission by the Government of the United States or at the request of the Government of Chile, in the public interest of either of the signatory Governments, and
- c) By either Government in case either country becomes involved in armed internal conflict or foreign hostilities.

In the circumstances mentioned in subparagraphs b) and c), the three months' notice shall not be necessary

#### TITLE II

##### *COMPOSITION AND PERSONNEL*

*ARTICLE 4.* The Army Mission shall consist of a Chief of Mission, of the rank of Colonel, and of such other personnel as

may be agreed upon between the Ministry of National Defense of the Republic of Chile, hereinafter referred to as the Ministry of Defense, and the Department of the Army of the United States of America, hereinafter referred to as the Department of the Army

*ARTICLE 5.* If required for the accomplishment of the objectives of the present Agreement, the number of members of the Army Mission may be changed as mutually agreed upon by the Ministry of Defense and the Department of the Army

*ARTICLE 6.* Any member of the Army Mission may be recalled to the United States by the Department of the Army. A replacement of equal rank and equivalent qualifications shall be furnished unless it is mutually agreed between the Ministry of Defense and the Department of the Army that no replacement is required.

*ARTICLE 7* As used throughout this Agreement, the term "family" means only the wife and dependent children. The phrase "home of record" means the Army Mission member's home address as listed in official United States Army personnel records.

### TITLE III

#### *DUTIES, RANK AND PRECEDENCE*

*ARTICLE 8.* The personnel of the Army Mission shall perform such functions which are agreed upon between the Commander-in-Chief of the Army and the Chief of the Mission for the accomplishment of the purposes stated in Article 1 of this Agreement, except that they shall not have command functions.

*ARTICLE 9* The members of the Mission shall be responsible for acts relating to the discharge of their duties to the Ministry of National Defense through the Chief of the Mission.

*ARTICLE 10* In carrying out their duties, members of the Army Mission shall keep the grade and rank they have in the United States Army and shall wear the corresponding uniform and insignia.

The members of the Army Mission shall receive from members of the Chilean Army the treatment accorded Chilean Officers of equivalent rank and shall have ceremonial precedence over all Chilean Officers of the same grade and rank.

### TITLE IV

#### *COMPENSATION AND PERQUISITES*

*ARTICLE 11* Members of the Army Mission shall receive from the Government of the Republic of Chile such annual compensation denoted in United States currency in addition to their

salary received from the United States Government as may be agreed upon between the Government of the Republic of Chile and the Government of the United States of America for each member.

The said compensation shall be paid in twelve (12) equal monthly installments payable within the first five days of the month following the date on which payment is due.

At the option of the Mission member, payments may be made in Chilean national currency and when so made shall be computed at the legal rate of exchange most favorable to the Mission member on the date on which due.

Payments made outside of Chile shall be in the national currency of the United States of America and in the amounts agreed upon as indicated above.

The compensations mentioned in this Article shall be exempt from income taxes in effect in the Republic of Chile.

*ARTICLE 12.* Each member, in addition to the benefits provided for in the agreement, shall be entitled to those benefits which the Regulations of the Chilean Armed Forces provide for Chilean Officers and subordinate personnel of corresponding rank, with respect to Post Exchange and Commissary supplies, automobile parking, and other things of a similar nature.

*ARTICLE 13.* The compensation agreed upon as noted in Article 11 shall commence as of the date of departure from the United States of America of each member of the Army Mission, and, except as otherwise expressly provided in this Agreement, shall continue, following the termination of duty with the Mission, for the period of the return trip to the United States of America and thereafter for the period of any accumulated leave which may be due.

*ARTICLE 14.* The compensation due for the periods of the return trip and accumulated leave, if due, shall be paid to a detached member of the Mission before his departure from Chile, and such payment shall be computed for travel by the shortest usually traveled water route to the port of entry in the United States of America, regardless of the route and method of travel used by the member of the Mission.

*ARTICLE 15.* Each member of the Army Mission and his family shall be furnished by the Government of the Republic of Chile with first-class accommodations for travel, via the shortest usually traveled water route, required and performed under this Agreement, between the port of embarkation in the United States of America and his official residence in the Republic of Chile, both for the outward and for the return trip. The Government

of the Republic of Chile shall also pay all expenses of shipments of household effects, baggage, and automobile of each member of the Mission between the port of embarkation in the United States of America and his official residence in the Republic of Chile, as well as all expenses incidental to the transportation of such household effects, baggage, and automobile from the Republic of Chile to the port of entry in the United States of America.

Transportation of such household effects, baggage, and automobile shall be effected in one shipment, and all subsequent shipments shall be at the expense of the respective members of the Mission except as otherwise provided in this Agreement, or when such shipments are necessitated by circumstances beyond their control.

Payment of expenses for the transportation of families, household effects, and automobiles, in the case of personnel who may join the Mission for temporary duty at the request of the Ministry of National Defense of the Republic of Chile, shall not be required under this agreement, but shall be determined by negotiations between the Department of the Army and the Ministry of National Defense.

In the case that any member of the Mission may be recalled before the completion of two years service as a member of the Mission, in accordance with the provision of Article 6, the travel expenses indicated in the present Article for the member and his family and the transportation expenses of his household effects, baggage, and automobile, shall be borne by the Government of the United States of America.

If, at the request of the Government of Chile, any Mission member is recalled for reasons other than those affecting the efficient performance of his duties, all expenses connected with his and his family's return to the United States shall be borne by the Government of Chile.

*ARTICLE 16.* The personal and household effects, baggage, automobile, and other articles imported by the members of the Mission for their personal use and for the use of members of their families, and the supplies imported for official use of the Mission shall be exempt from customs duties and taxes of any kind by the Government of Chile and allowed free entry and egress upon request of the Chief of the Mission.

This provision is applicable to all personnel of the Army Mission whether those mentioned in Article 4 or those indicated in Article 5.

In case of a change of ownership of any automobile brought in for the personal use of any member of the Army Mission,

before two years from its time of importation have elapsed, the amount of the customs duties applicable at the time of its importation and any other taxes applicable in Chile to a transfer of ownership of this kind, shall be paid to the Chilean Treasury

*ARTICLE 17.* If any member of the Army Mission should incur expenses for transportation or lodging away from his place of official residence while on business in connection with his duties as Mission member, the Goverment of the Republic of Chile shall furnish him the same traveling expenses and transportation costs which are furnished Officers and non-commissioned Officers of equivalent rank in the Chilean Army

*ARTICLE 18.* The Government of the Republic of Chile shall provide the Chief of the Mission with a suitable automobile with chauffeur for use on official business.

The Commander-in-Chief of the Chilean Army, upon request of the Chief of the Army Mission, will make available motor transportation necessary for use by the members of the Army Mission for the conduct of official business.

*ARTICLE 19.* The Government of the Republic of Chile shall provide suitable office space and facilities for the use of the members of the Mission.

*ARTICLE 20.* If any member of the Army Mission, or any member of his family, should die while in Chile on duty with the Mission, the Government of the Republic of Chile shall have the body transported to such place in the United States of America as the surviving members of the family may decide, or, should the Mission member and his family meet death in a common disaster, to the home of record in the United States of America. The cost to the Goverment of the Republic of Chile shall not exceed the cost of preparing for shipment and transporting the remains from the place of decease to New York City. Should the deceased be a member of the Mission, his services with the Mission shall be considered to have terminated fifteen (15) days after his death. Return transportation to the United States of America shall be furnished by the Government of Chile to the family of the deceased member of the Mission and the family shall be entitled as well to transportation for its baggage, personal effects and an automobile, as prescribed in Article 15 of this Agreement.

All compensation due the deceased member shall be paid within fifteen (15) days following the decease of the said member to any person who may have been designated in writing by the deceased while serving under the terms of this Agreement, or in the absence of such a designation, then to such person as may be authorized or prescribed by United States military law

TITLE V

*ARTICLE 21.* The personnel of the Army Mission shall be governed by the disciplinary regulations of the United States Armed Forces.

United States Military authorities shall take appropriate disciplinary action with respect to all offenses committed by such personnel.

*ARTICLE 22.* Any member of the Army Mission unable to perform his duties with the Mission by reason of long-continued physical disability shall be replaced within three months.

*ARTICLE 23.* It is stipulated and agreed that so long as this Mission is engaged in carrying out its duties in accordance with this Agreement or any extension of it, the Government of the Republic of Chile shall not engage the services of any other Government for the duties and purposes provided for in this Agreement, except by mutual agreement between the Government of the Republic of Chile and the Government of the United States of America.

*ARTICLE 24.* Each member of the Mission shall agree not to divulge or in any way disclose to any foreign Government or to any person whatsoever, any confidential or secret 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 services with the Mission and after the expiration or cancellation of this Agreement or any extension of it.

*ARTICLE 25.* Each member of the Mission shall be entitled annually to one month's leave with pay or to a proportional part thereof with pay for any fractional part of a year. Unused portions of said leave shall be cumulative from year to year during service as a member of the Mission up to a maximum of two months.

The leave may be spent in the Republic of Chile, or in any other country, but the expense of travel and transportation shall be borne by the member of the Mission. Travel time in connection with leave shall count as leave and shall not be in addition to the time authorized in this Article.

The Commander-in-Chief is the authority empowered to grant the leaves referred to in this Article and he shall grant them upon written request approved by the Chief of the Army Mission with due consideration for the convenience of national interests.

Only in cases in which the Commander-in-Chief of the Chilean Army, having given consideration to national interests, may have denied leave granted under this Article to a member of the Army

Mission, shall the Government of the Republic of Chile proceed to pay the member in question before his departure from Chile for leave not used. Payment will be in Chilean currency as prescribed in Article 11 of this Agreement or in United States currency if the Government of Chile so chooses.

**ARTICLE 26.** The Government of the Republic of Chile shall provide for the members of the Army Mission and for their families, the medical and dental facilities and care which regulations in force provide for Chilean military personnel of equivalent rank. The Government of the Republic of Chile shall not be responsible for any indemnity in case of permanent disability to a member of the Mission.

**ARTICLE 27** Members of the Mission who may be replaced shall terminate their services with the Mission only upon the arrival of their replacements, except when otherwise mutually agreed upon in advance by the respective Governments.

**ARTICLE 28.** It is understood that the personnel of the Armed Forces of the United States of America, to be stationed within the Republic of Chile under this Agreement, do not and will not comprise or have command of any combat forces.

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

Done at Santiago in duplicate in the English and Spanish languages this fifteenth day of November, 1956.

FOR THE GOVERNMENT OF THE REPUBLIC OF CHILE

OSVALDO SAINTE-MARIE SORUCO

Osvaldo Sainte-Marie Soruco  
*Minister of Foreign Affairs*

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA

CECIL B. LYON

Cecil B. Lyon  
*Ambassador*

**CONVENIO PARA UNA MISION DE EJERCITO ENTRE  
LOS GOBIERNOS DE CHILE Y DE LOS ESTADOS UNIDOS  
DE AMERICA**

El Gobierno de la República de Chile y el Gobierno de los Estados Unidos de América, han convenido en constituir una Misión de Ejército de los Estados Unidos de América en Chile, de acuerdo a los términos estipulados a continuación:

**TITULO I**

***PROPOSITO Y DURACION***

**ARTICULO 1** La Misión de Ejército tendrá como finalidad cooperar con el Ejército de Chile, en calidad de Organismo Asesor del Comandante en Jefe, con el propósito de acrecentar la eficiencia técnica de la Institución.

**ARTICULO 2.** Este Convenio entrará en vigor a contar del 1º de Enero de 1957, y continuará vigente hasta llegar a su término de acuerdo con el Artículo 3.

**ARTICULO 3** Al presente Convenio podrá ponérsele término:

(a) Por cualquiera de los Gobiernos contratantes, mediante una comunicación escrita dirigida al otro Gobierno con tres meses de anticipación,

(b) Por retiro de la Misión de Ejército dispuesto por el Gobierno de los Estados Unidos de América ó a petición del Gobierno de Chile, en razón del interés nacional de cualquiera de los Gobiernos pactantes, y

(c) Por cualquiera de los Gobiernos, en caso de conflictos armados internos o contra naciones extranjeras.

En los casos señalados en las letras b) y c) no será necesario el aviso de tres meses.

**TITULO II**

***COMPOSICION Y PERSONAL***

**ARTICULO 4.** La Misión de Ejército estará integrada por un Jefe de Misión, del grado de Coronel, y por el número de miembros que se determine de común acuerdo entre el Ministerio de Defensa Nacional de la República de Chile, denominado en lo sucesivo Ministerio de Defensa, y el Departamento de Ejército de los

Estados Unidos de América, de aquí en adelante denominado Departamento de Ejército.

*ARTICULO 5* Si las finalidades del presente Convenio lo exigieren, el número de miembros de la Misión de Ejército podrá ser alterado en la forma que acuerden el Ministerio de Defensa y el Departamento de Ejército.

*ARTICULO 6* Cualquier miembro de la Misión de Ejército podrá ser llamado de regreso a Estados Unidos por el Departamento de Ejército, debiendo proveerse su reemplazo por otra persona de igual jerarquía y similares calificaciones, salvo que el Ministerio de Defensa y el Departamento de Ejército acuerden no verificar este reemplazo.

*ARTICULO 7* En todo este Convenio se entenderá que el término "familia" sólo abarca a la esposa y a los hijos no emancipados. La frase "lugar de registro" indica la dirección consignada en los archivos oficiales del Departamento de Ejército, de los miembros de la Misión de Ejército.

### TITULO III

#### *DEBERES, RANGO Y PRECEDENCIA*

*ARTICULO 8.* El personal de la Misión de Ejército ejecutará aquellas tareas que se determinen, entre el Comandante en Jefe del Ejército y el Jefe de la Misión, para el logro de los propósitos enunciados en el Artículo 1 de este Convenio, excepto que no tendrá funciones de mando.

*ARTICULO 9* Los miembros de la Misión serán responsables de sus actos en el desempeño de sus funciones ante el Ministerio de Defensa Nacional de la República de Chile, por conducto del Jefe de la Misión.

*ARTICULO 10* En el desempeño de sus funciones, los miembros de la Misión de Ejército conservarán el rango y jerarquía que les corresponde en el Ejército de Estados Unidos, debiendo usar el uniforme e insignias correspondientes.

Los miembros de la Misión de Ejército recibirán de parte de los componentes del Ejército de Chile, el tratamiento que corresponde a Oficiales chilenos de jerarquía equivalente y tendrán precedencia protocolar en relación con los Oficiales chilenos del mismo grado y rango.

### TITULO IV

#### *REMUNERACION Y OBVENCIONES*

*ARTICULO 11* Los miembros de la Misión de Ejército, además de los sueldos que perciben del Gobierno de los Estados Unidos, recibirán del Gobierno de la República de Chile la remuneración

anual, en moneda de los Estados Unidos, que de mutuo acuerdo convengan el Gobierno de la República de Chile y el Gobierno de los Estados Unidos de América para cada miembro.

Esta remuneración se abonará en doce (12) mensualidades iguales pagaderas dentro de los cinco primeros días del mes siguiente a la fecha en que el pago es debido.

Por opción de los miembros de la Misión, los pagos podrán hacerse en moneda nacional chilena y, en este caso, se computarán sobre la base del cambio legal más favorable para el miembro de la Misión, vigente en el último día del mes por el cual se adeuda la remuneración.

Los pagos que se hagan fuera de Chile se harán en moneda nacional de los Estados Unidos de América y en las cantidades acordadas conforme a las indicaciones anteriores.

Las remuneraciones mensuales mencionadas en este Artículo estarán exentas del impuesto a la renta vigente en la República de Chile.

**ARTICULO 12.** Cada miembro, además de los beneficios proporcionados en este Convenio, tendrá derecho a los beneficios que los Reglamentos de las Fuerzas Armadas chilenas proveen a los Oficiales y personal subalterno chileno de grados equivalentes, en materia de adquisición en cooperativas, Almacenes de Venta, estacionamiento de automóviles y otros de naturaleza semejante.

**ARTICULO 13** La remuneración convenida de acuerdo con el artículo once comenzará en la fecha en que cada miembro de la Misión de Ejército parta de los Estados Unidos de América y, excepto lo que expresamente se dispone en contrario en este Convenio, continuará después de que termine sus servicios en la Misión, por el tiempo que dure su viaje de regreso a los Estados Unidos de América y por el período de licencia acumulada a que tenga derecho.

**ARTICULO 14.** La remuneración que se adeude por el período que dure el viaje de regreso y por el de la licencia acumulada, en los casos en que ésta sea procedente, se le pagará al miembro de la Misión que haya sido retirado, antes de su partida de Chile, y se calculará dicho pago a base del viaje por la ruta marítima más corta que comúnmente se emplea hasta el puerto de entrada en los Estados Unidos de América, cualquiera que sea la ruta, o medio de transporte que usare el miembro de la Misión.

**ARTICULO 15.** El Gobierno de la República de Chile proporcionará a cada miembro de la Misión de Ejército y a su familia pasajes de primera clase, por la ruta marítima más corta comúnmente empleada, para los viajes que se requieran y efectúen de conformidad con este Convenio, entre el puerto de embarque en

los Estados Unidos de América y su residencia oficial en la República de Chile, tanto para el viaje de ida como para el de regreso. El Gobierno de la República de Chile pagará también los gastos de transporte de los efectos domésticos, equipaje y automóvil de cada miembro de la Misión entre el puerto de embarque en los Estados Unidos de América y su residencia oficial en la República de Chile, lo mismo que todos los gastos relacionados con el transporte de dichos efectos domésticos, equipaje y automóvil desde la República de Chile hasta el puerto de entrada en los Estados Unidos de América.

El transporte de estos efectos domésticos, equipaje y automóvil deberá hacerse en un sólo embarque, y todo embarque subsiguiente correrá por cuenta de los respectivos miembros de la Misión, exceptuando lo que se dispone en contrario en este Convenio o en los casos en que tales embarques deban hacerse por circunstancias ajenas a su voluntad.

No se exigirá, de conformidad con este Convenio, el pago de los gastos de transporte de las familias, efectos domésticos y automóviles del personal que pueda unirse a la Misión para servicio temporal a solicitud del Ministerio de Defensa Nacional de la República de Chile, pero, tal pago se determinará mediante negociaciones entre el Departamento de Ejército y el Ministerio de Defensa Nacional.

En el caso de que algún miembro de la Misión fuere retirado antes de cumplir dos años de servicio en la Misión, de acuerdo a lo establecido en el Artículo 6, los gastos de viaje señalados en el presente artículo del miembro y de su familia y los gastos de transporte de sus efectos domésticos, equipaje y automóvil, serán sufragados por el Gobierno de los Estados Unidos de América.

Si, al solicitarlo el Gobierno de la República de Chile, fuere enviado de vuelta cualquier Miembro de la Misión, siempre que no sea por razones que afecten a su eficiente desempeño en el cumplimiento de su labor, los gastos de pasajes y fletes para el regreso de dicho miembro y su familia a los Estados Unidos de América serán pagados por el Gobierno de la República de Chile.

**ARTICULO 16** Los efectos personales y los efectos domésticos, equipaje, automóviles y otros artículos importados por los miembros de la Misión para su uso personal y para el uso de los miembros de sus familias, y los efectos que se importen para el uso oficial de la Misión, estarán exentos de derechos de aduana e impuestos de cualquier clase por parte del Gobierno de Chile y podrán entrar y salir libremente del país a solicitud del Jefe de la Misión.

■ Esta disposición se aplicará a todo el personal de la Misión de Ejército ya sea que se trate del que se hace mención en el Artículo 4 o bien del señalado en el Artículo 5.

En caso de que el automóvil de uso personal de algún miembro de la Misión de Ejército sea objeto de transferencia, antes de 2 años de su internación, a cualquier título, deberá integrarse en arcas fiscales el valor correspondiente a los derechos de aduana vigentes al momento de su internación y el de todo otro impuesto que afecte en Chile a la transferencia de esa especie.

*ARTICULO 17* Si algún miembro de la Misión de Ejército incurriere en gastos de transporte o alojamiento por tener que ausentarse fuera del lugar de su residencia oficial, en asuntos relacionados con su actividad en la Misión, el Gobierno de la República de Chile le proporcionará pasajes y viáticos en la misma forma que les corresponde a los oficiales y suboficiales chilenos de igual jerarquía.

*ARTICULO 18* El Gobierno de la República de Chile proporcionará al Jefe de la Misión un automóvil adecuado, con su respectivo conductor, para su uso en asuntos oficiales.

El Comandante en Jefe del Ejército de Chile, a petición del Jefe de la Misión de Ejército, dispondrá el transporte motorizado necesario para el uso de los miembros de la Misión de Ejército cuando deban desempeñarse en asuntos oficiales.

*ARTICULO 19* El Gobierno de la República de Chile proporcionará oficinas y facilidades adecuadas para el uso de los miembros de la Misión.

*ARTICULO 20* Si falleciere un miembro de la Misión de Ejército o algún miembro de su familia mientras estuviere en Chile en servicio de la Misión, el Gobierno de la República de Chile hará que los restos sean transportados hasta el lugar de los Estados Unidos de América que determinen los miembros sobrevivientes de la familia, o hasta el domicilio de registro en los Estados Unidos de América, si fallecieren el miembro de la Misión y su familia en un accidente común. El costo para la República de Chile no podrá exceder el costo de la preparación para el embarque y el transporte de los restos desde el lugar del deceso hasta la ciudad de Nueva York. Si el difunto hubiere sido un miembro de la Misión, se considerará que los servicios que prestaba en la Misión de Ejército han terminado (15) días después de la defunción. A la familia del miembro de la Misión fallecido se le proporcionará pasajes de regreso a los Estados Unidos de América por el Gobierno de Chile, además, derecho a flete para su equipaje, efectos personales y un automóvil, en la forma señalada en el Artículo 15 de este Convenio.

Toda remuneración que se adeude al miembro fallecido será pagada dentro de los quince (15) días siguientes al fallecimiento de dicho miembro a cualquiera persona que haya sido señalada por escrito por el difunto mientras prestaba servicios conforme a los términos del presente Convenio o, a falta de esa designación, a la persona que puede estar autorizada o señalada por la Ley Militar de los Estados Unidos de América.

#### TITULO V

*ARTICULO 21* El personal de la Misión de Ejército estará sometido a la reglamentación disciplinaria vigente para las Fuerzas Armadas de los Estados Unidos de América.

Las Autoridades Militares de los Estados Unidos de América adoptarán las medidas disciplinarias adecuadas a las faltas que cometiera dicho personal.

*ARTICULO 22.* Todo miembro de la Misión de Ejército inhabilitado para el desempeño de sus servicios en la Misión por razón de incapacidad física prolongada, será reemplazado en el término de tres meses.

*ARTICULO 23* Se estipula y acuerda que mientras esta Misión esté desempeñando sus funciones de conformidad con este Convenio o cualquier prórroga del mismo, el Gobierno de la República de Chile no contratará los servicios de ningún otro Gobierno para las funciones y propósitos que dispone este Convenio, excepto mediante mutuo acuerdo entre el Gobierno de la República de Chile y el Gobierno de los Estados Unidos de América.

*ARTICULO 24.* Cada miembro de la Misión convendrá en no divulgar, ni revelar por cualquier medio a Gobierno extranjero alguno, o a persona alguna, ningún secreto o asunto reservado o confidencial del cual pueda tener conocimiento en su calidad de miembro de la Misión. Este requisito continuará siendo obligatorio después de terminar sus servicios con la Misión y después de la expiración o cancelación de este Convenio o cualquier prórroga del mismo.

*ARTICULO 25* Cada miembro de la Misión tendrá derecho, anualmente, a un mes de licencia con remuneración, o a una parte proporcional de dicha licencia con remuneración, por cualquiera fracción de año. Las porciones no usadas de dicha licencia se acumularán de año en año mientras preste servicios como miembro de la Misión de Ejército y hasta un máximo de dos meses.

La licencia puede ser disfrutada en la República de Chile o en cualquier otro país, pero los gastos de viaje y transporte serán de cargo del miembro de la Misión. El tiempo empleado en viajar, en uso de la licencia, se computará como parte de ésta y no se añadirá al tiempo autorizado en este Artículo.

El Comandante en Jefe del Ejército de Chile será la autoridad facultada para conceder las licencias a que se refiere este Artículo y las otorgará previa solicitud escrita presentada por el Jefe de la Misión de Ejército, luego de considerar debidamente la conveniencia de los intereses nacionales.

El Gobierno de la República de Chile, sólo en los casos en que el Comandante en Jefe del Ejército de Chile, habida consideración de los intereses nacionales, hubiese denegado a un miembro de la Misión de Ejército el uso de la licencia que concede en el presente artículo, procederá a pagarle al miembro afectado, antes de su partida de Chile, la licencia no empleada, en moneda nacional chilena al tipo de compensación señalado en el Artículo 11 de este Convenio o en moneda nacional de los Estados Unidos de América, a elección del Gobierno de Chile.

*ARTICULO 26* El Gobierno de la República de Chile otorgará a los miembros de la Misión de Ejército y a sus familias, aquellas facilidades de atención médica y dental que la reglamentación vigente para el personal militar chileno acuerde a los de jerarquía equivalente. El Gobierno de la República de Chile no tendrá responsabilidad alguna por concepto de indemnización en caso de incapacidad permanente de un miembro de la Misión.

*ARTICULO 27* Los Miembros de la Misión que fueren reemplazados sólo podrán cesar en sus funciones en la Misión a la llegada de los reemplazantes, excepto cuando de mutuo acuerdo los respectivos Gobiernos convengan de antemano lo contrario.

*ARTICULO 28.* Se entiende que el personal del Ejército de los Estados Unidos de América que reciba una misión dentro de la República de Chile, conforme al presente Convenio, no comprende ni comprenderá el mando de fuerzas de combate.

EN TESTIMONIO DE LO CUAL, los respectivos representantes, debidamente autorizados para estos fines, firman el presente Convenio, en Santiago, en duplicado, en Español e Inglés, a quince días del mes de Noviembre de 1956.

POR EL GOBIERNO DE LOS ESTADOS UNIDOS DE AMERICA

CECIL B. LYON

Cecil B. Lyon  
*Embažador*

POR EL GOBIERNO DE LA REPUBLICA DE CHILE

OSVALDO SAINTE-MARIE SORUCO

Osvaldo Sainte-Marie Soruco  
*Ministro de Relaciones Exteriores*

[SEAL]

[SEAL]

# MULTILATERAL

## Mutual Defense Assistance in Indochina

*Agreement amending annex A to the agreement of December 23, 1950, as amended.*

*Effectuated by exchanges of notes*

*Dated at Saigon June 5 and 20; at Vientiane June 5 and July 16; at Phnom Penh June 5 and July 30; and at Saigon June 5 and September 7, 1953;*

*Entered into force September 7, 1953;*

*Operative retroactively July 1, 1953.*

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*The American Embassy at Saigon to the Office of the Diplomatic Counselor of the Commissariat General of France in Indochina*

THE FOREIGN SERVICE  
OF THE  
UNITED STATES OF AMERICA

No. 97

The Embassy of the United States of America presents its compliments to the Office of the Diplomatic Counselor of the Commissariat General of France in Indochina and has the honor to inform it that pursuant to appropriate provisions in the Pentagonalteral 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 1954 (1 July 1953 to 30 June 1954). This estimate totals forty-seven million five hundred sixteen thousand two hundred and forty-three (47,516,243) piastres, and includes a devaluation coefficient of 70 percent.

The amount required to provide administrative and operating expenses is considerably greater than that for the past fiscal year due to recent devaluation and the consequent increased costs of materiel and services on the local market; an augmented staff which now numbers approximately 104 rather than a previous 90; the necessity for maintaining several residence quarters and the meeting of increased allowances to which military personnel are entitled.

TIAS 2447.  
3 UST, pt. 2, p. 2756.

In accordance with the provisions of Annex A and the procedures already in force, it is suggested that this budget estimate for the Fiscal Year 1954 be made an amendment to the Annex. A draft amendment is enclosed. It will be noted that this amendment is basically similar to the original Annex and the amendment to such adopted last year. The United States Government, in accordance with established policy, again desires that a review of the budget be made as of December 31, 1953, to determine its adequacy inasmuch as the present estimate has been very closely computed and in view of anticipated market changes.

In order to expedite the adoption of this amendment it is again suggested that the same general procedure be followed as that for the negotiation of the original Agreement. To this end the Embassy is advising each of the Associated States of the new estimate and of the draft amendment. The Embassy requests an early agreement by all parties. In order to permit continuation of the program on an augmented scale it is requested that at least one-quarter of the estimate be deposited to the account of the Military Assistance Advisory Group on or before August 15, 1953. Should discussion of this amendment be necessary it is proposed that each signatory government designate to the Embassy and to the other signatories concerned a representative who would be empowered to act on their behalf. Acceptance by each signatory should be indicated by letter of confirmation, as was done last year, or by 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 Ambassador to Cambodia and Vietnam and Minister to Laos, and for France by an appropriate representative of the Commissariat General of France in Indochina.

R M

Enclosure as stated.

AMERICAN EMBASSY,

*Saigon, June 5, 1953.*

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 piastres 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 forty-seven million five hundred sixteen thousand two hundred forty-three (47,516,243) piastres, 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, 1954. It is provided, however, that this amount shall be subject to review as of December 31, 1953, to determine any adjustments for the balance of the fiscal year.

The piastres 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, 1955, and similarly thereafter before the end of each fiscal year for the duration of the Agreement.

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*The Diplomatic Service of the Office of the Commissariat General of France in Indochina to the American Embassy at Saigon*

MINISTÈRE DES RELATIONS  
AVEC LES ÉTATS ASSOCIÉS

SAIGON, le 20 JUIN 1953

1813-CD

NOTE

Le Service Diplomatique du Commissariat Général présente ses compliments à l'Ambassade des Etats Unis d'Amérique à Saigon et, se référant à sa communication du 6 juin 1953, a l'honneur de porter à sa connaissance que bonne note a été prise de sa demande de crédit en monnaie locale s'élevant à quarante sept millions cinq cent seize mille deux cent quarante trois piastres (47.576.243 \$) pour les dépenses de fonctionnement du Mutual Assistance Advisory Group en Indochine pendant l'année budgétaire 1953-1954.

Des dispositions seront prises, en ce qui concerne les services français, pour que le quart de cette somme soit déposée au compte du Mutual Assistance Advisory Group avant le 15 Août 1953.

Le Service Diplomatique doit cependant constater que la somme demandée est sensiblement plus élevée que celle prévue pour l'année précédente, (21.300.000\$ environ) et se trouve donc

en augmentation de plus de 120%. Même évaluées en francs, ces dépenses passent de 362 à 475 millions, soit environ 31% de plus que pour l'exercice antérieur.

Les autorités françaises pensent que les mesures qui sont prises par les trois Etats Associés permettront d'éviter un renchérissement du coût de la vie égal au taux de la dévaluation de la piastre. Elles espèrent donc que les estimations faites par le Mutual Assistance Advisory Group pourront être à nouveau examinées avant la fin de l'année 1953 et ne comprendre qu'un coefficient d'augmentation tenant compte des éléments d'appréciation qui auront pu être réellement déterminés à cette date.

Les autorités françaises donnent par ailleurs leur accord en ce qui les concerne, au projet d'amendement relatif à l'annexe A du Pacte.

Le Service Diplomatique saisit cette occasion pour renouveler à l'Ambassade des Etats Unis d'Amérique les assurances de sa très haute considération.

*RJ*

#### *Translation*

MINISTRY OF RELATIONS  
WITH THE ASSOCIATED STATES

SAIGON, June 20, 1953

1813-CD

#### NOTE

The Diplomatic Service of the Office of the Commissariat General presents its compliments to the Embassy of the United States of America at Saigon and, with reference to its communication dated June 6, [1] 1953, has the honor to inform it that due note has been taken of its request for a credit in local currency amounting to forty-seven million, five hundred and sixteen thousand, two hundred and forty-three (47,576,243) piastres for the operating expenses of the Mutual Assistance Advisory Group in Indochina during the fiscal year 1953-1954.

Arrangements will be made, as far as the French services are concerned, for one fourth of this sum to be deposited to the account of the Mutual Assistance Advisory Group before August 15, 1953.

<sup>1</sup> Should read "June 5."

However, the Diplomatic Service must point out that the sum requested is considerably higher than the one provided for the preceding year (approximately 21,300,000 piastres) and has thus been increased by more than 120%. Even when reckoned in francs, those expenditures are being increased from 362 to 475 million, or approximately 31% more than for the preceding fiscal year.

The French authorities believe that the measures taken by the three Associated States will make it possible to prevent an increase in the cost of living equal to the rate of devaluation of the piastre. They hope, therefore, that the estimates made by the Mutual Assistance Advisory Group may be re-examined before the end of the year 1953 and include only a coefficient of increase taking into account the valuation factors which it will have been possible actually to determine at that time.

Moreover, the French authorities give their assent, as far as they are concerned, to the draft amendment relating to Annex A of the Pact.

The Diplomatic Service avails itself of this opportunity to renew to the Embassy of the United States of America the assurances of its very high consideration.

[Initialed]

*The American Legation to the Laotian Ministry of Foreign Affairs*

[No. 49]

The Legation of the United States of America at Vientiane presents its compliments to the Ministry of Foreign Affairs of Laos 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 1954 (1 July 1953 to 30 June 1954). This estimate totals forty-seven million five hundred sixteen thousand two hundred forty-three (47,516,243) piastres, and includes a devaluation coefficient of 70 percent.

The amount required to provide administrative and operating expenses is considerably greater than that for the past fiscal year due to recent devaluation and the consequent increased costs of materiel and services on the local market; an augmented staff which now numbers approximately 104 rather than a previous 90; the necessity for maintaining several residence quarters and the meeting of increased allowances to which military personnel are entitled.

In accordance with the provisions of Annex A and the procedures already in force, it is suggested that this budget estimate for the Fiscal Year 1954 be made an amendment to the Annex. A draft amendment is enclosed. It will be noted that this amendment is basically similar to the original Annex and the amendment to such adopted last year. The United States Government, in accordance with established policy, again desires that a review of the budget be made as of December 31, 1953, to determine its adequacy inasmuch as the present estimate has been very closely computed and in view of anticipated market changes.

In order to expedite the adoption of this amendment it is again suggested that the same general procedure be followed as that for the negotiation of the original Agreement. To this end the Government of the United States is advising each of the Associated States of the new estimate and of the draft amendment.

The Government of the United States requests an early agreement by all parties. In order to permit continuation of the program on an augmented scale it is requested that at least one-quarter of the estimate be deposited to the account of the Military Assistance Advisory Group on or before August 15, 1953. Should discussion of this amendment be necessary it is proposed that each signatory government designate to the Legation and to the other signatories concerned a representative who would be empowered to act on their behalf. Acceptance by each signatory should be indicated by letter of confirmation, as was done last year, or by 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 Ambassador to Cambodia and Vietnam and Minister to Laos, and for France by an appropriate representative of the Commissariat General of France in Indochina.

Enclosure as stated. [1]

AMERICAN LEGATION,  
Vientiane, June 5, 1953.

*The Laotian Ministry of Foreign Affairs to the American Legation*

ຫຍະ: ຕິ: ຂອງພາກນາກຈົກລາວ  
ນະຊັງການຕ່າງປະເທດ  
ລາວ

Nº 1200/AE

Le Ministère des Affaires Etrangères du Gouvernement Royal du Laos présente ses compliments à la Légation des Etats-Unis d'Amérique à Vientiane et, se référant à sa Note N° 235/AE du 29 Juin 1953, a l'honneur de Lui faire connaître que le Gouvernement Royal, se rangeant aux arguments exposés dans la Note N° 49 du 5 Juin 1953 de la Légation, ne voit aucune objection à ce que soit augmenté par suite de la dévaluation et de ses conséquences, de l'augmentation du personnel et des différentes indemnités à lui allouer, le montant en monnaie locale des fonds nécessaires aux besoins du Gouvernement des Etats-Unis d'Amérique pour faire face aux dépenses d'entretien du Mutual Assistance Advisory Group aux Etats Associés pendant l'année budgétaire 1954 (1er Juillet 1953 au 30 Juin 1954).

<sup>1</sup> Identical enclosure printed *ante*, p. 3144.

Le Gouvernement Royal donne son accord à l'Amendement proposé à l'Annexe "A" de l'Accord pentalatéral pour l'Assistance et la Défense mutuelle des Etats Associés. — 

VIENTIANE, le 16 Juillet 1953.

LEGATION DES U.S.A.  
à Vientiane

[SEAL]

*Translation*

MINISTRY OF FOREIGN AFFAIRS  
ROYAL GOVERNMENT OF LAOS  
No. 1200/AE

The Ministry of Foreign Affairs of the Royal Government of Laos presents its compliments to the Legation of the United States of America at Vientiane and, with reference to its note No. 235/AE dated June 29, 1953, [<sup>1</sup>] has the honor to inform it that the Royal Government, acquiescing in the arguments set forth in the Legation's note No. 49 dated June 5, 1953, has no objection to an increase, owing to the devaluation and its consequences and to the increase in personnel and the various allowances to be granted to it, in the amount, in local currency, of the funds which the Government of the United States of America needs to meet the maintenance expenses of the Mutual Assistance Advisory Group to the Associated States during the fiscal year of 1954 (July 1, 1953, to June 30, 1954).

The Royal Goverment gives its approval to the amendment proposed in Annex "A" of the pentalateral Agreement for the Assistance and Mutual Defense of the Associated States.

VIENTIANE, July 16, 1953

[Initialed]

[SEAL]

LEGATION OF THE UNITED STATES OF AMERICA,  
Vientiane.

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<sup>1</sup> Not printed.

*The American Embassy to the Cambodian Ministry of Foreign Affairs*

[No. 71]

The Embassy of the United States of America at Phnom Penh presents its compliments to the Ministry of Foreign Affairs 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 1954 (1 July 1953 to 30 June 1954). This estimate totals forty-seven million five hundred sixteen thousand two hundred forty-three (47,516,243) piastres, and includes a devaluation coefficient of 70 percent.

The amount required to provide administrative and operating expenses is considerably greater than that for the past fiscal year due to recent devaluation and the consequent increased costs of materiel and services on the local market; an augmented staff which now numbers approximately 104 rather than a previous 90; the necessity for maintaining several residence quarters and the meeting of increased allowances to which military personnel are entitled.

In accordance with the provisions of Annex A and the procedures already in force, it is suggested that this budget estimate for the Fiscal Year 1954 be made an amendment to the Annex. A draft amendment is enclosed. It will be noted that this amendment is basically similar to the original Annex and the amendment to such adopted last year. The United States Government, in accordance with established policy, again desires that a review of the budget be made as of December 31, 1953, to determine its adequacy inasmuch as the present estimate has been very closely computed and in view of anticipated market changes.

In order to expedite the adoption of this amendment it is again suggested that the same general procedure be followed as that for the negotiation of the original Agreement. To this end the Embassy is advising each of the Associated States of the new estimate and of the draft amendment. The Embassy requests an early agreement by all parties. In order to permit continua-

tion of the program on an augmented scale it is requested that at least one-quarter of the estimate be deposited to the account of the Military Assistance Advisory Group on or before August 15, 1953. Should discussion of this amendment be necessary it is proposed that each signatory government designate to the Embassy and to the other signatories concerned a representative who would be empowered to act on their behalf. Acceptance by each signatory should be indicated by letter of confirmation, as was done last year, or by 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 Ambassador to Cambodia and Vietnam and Minister to Laos, and for France by an appropriate representative of the Commissariat General of France in Indochina.

Enclosure as stated. [1]

AMERICAN EMBASSY,  
*Phnom Penh, June 5, 1953.*

*The Cambodian Ministry of Foreign Affairs to the American Embassy*

ROYAUME DU CAMBODGE

N° 2019/DGP

Le Ministère des Affaires Etrangères présente ses compliments à l'Ambassade des Etats-Unis d'Amérique à Phnom-Penh et, en réponse à la note de l'Ambassade n° 71 du 5 Juin 1953, a l'honneur de l'informer de l'acceptation par le Gouvernement Royal du Cambodge du projet d'amendement à l'annexe A de l'accord quintipartite, relatif aux frais d'entretien du Mutual Assistance Advisory Group en Indochine pendant l'année budgétaire 1954 et de lui faire connaître que la procédure qui a toujours été suivie jusqu'ici sera également adoptée en ce qui concerne le nouvel amendement.

Le Ministère saisit cette occasion pour renouveler à l'Ambassade les assurances de sa haute considération.

PHNOM-PENH, le 30 Juillet 1953

AMBASSADE DES ETATS UNIS D'AMERIQUE  
à Phnom Penh

K W

[SEAL]

<sup>1</sup> Identic enclosure printed *ante*, p. 3144.

*Translation*

KINGDOM OF CAMBODIA

No. 2019/DGP

The Ministry of Foreign Affairs presents its compliments to the Embassy of the United States of America at Phnom Penh and, in reply to the Embassy's note No. 71 of June 5, 1953, has the honor to inform it of the acceptance by the Royal Government of Cambodia of the draft amendment to Annex A of the five-party agreement relating to the maintenance expenses of the Mutual Assistance Advisory Group in Indochina during the 1954 fiscal year and to advise it that the procedure that has always been followed thus far will be adopted also with respect to the new amendment.

The Ministry avails itself of this occasion to renew to the Embassy the assurances of its high consideration.

PHNOM PENH, *July 30, 1953*

K W

[SEAL]

EMBASSY OF THE UNITED STATES OF AMERICA,  
*Phnom Penh.*

○

*The American Embassy to the Vietnamese Ministry of  
Foreign Affairs*

No. 97

The Embassy 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 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 1954 (1 July 1953 to 30 June 1954). This estimate totals forty-seven million five hundred sixteen thousand two hundred forty-three (47,516,-243) piastres, and includes a devaluation coefficient of 70 percent.

The amount required to provide administrative and operating expenses is considerably greater than that for the past fiscal year due to recent devaluation and the consequent increased costs of materiel and services on the local market; an augmented staff which now numbers approximately 104 rather than a previous 90; the necessity for maintaining several residence quarters and the meeting of increased allowances to which military personnel are entitled.

In accordance with the provisions of Annex A and the procedures already in force, it is suggested that this budget estimate for the Fiscal Year 1954 be made an amendment to the Annex. A draft amendment is enclosed. It will be noted that this amendment is basically similar to the original Annex and the amendment to such adopted last year. The United States Government, in accordance with established policy, again desires that a review of the budget be made as of December 31, 1953, to determine its adequacy inasmuch as the present estimate has been very closely computed and in view of anticipated market changes.

In order to expedite the adoption of this amendment it is again suggested that the same general procedure be followed as that for the negotiation of the original Agreement. To this end the Embassy is advising each of the Associated States of the new estimate and of the draft amendment. The Embassy requests an early agreement by all parties. In order to permit continuation of the

program on an augmented scale it is requested that at least one-quarter of the estimate be deposited to the account of the Military Assistance Advisory Group on or before August 15, 1953. Should discussion of this amendment be necessary it is proposed that each signatory government designate to the Embassy and to the other signatories concerned a representative who would be empowered to act on their behalf. Acceptance by each signatory should be indicated by letter of confirmation, as was done last year, or by 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 Ambassador to Cambodia and Vietnam and Minister to Laos, and for France by an appropriate representative of the Commissariat General of France in Indochina.

Enclosure as stated. [1]

AMERICAN EMBASSY,  
Saigon, June 5, 1953.

*The Vietnamese Ministry of Foreign Affairs to the American Embassy*

ÉTAT DU VIỆT-NAM  
Ministère des Affaires Etrangères  
N° 2022-DAP

SAIGON, le 7 Septembre 1953.

N O T E

Le Ministère des Affaires Etrangères du Viêt-Nam présente ses compliments à l'Ambassade des Etats-Unis d'Amérique et a l'honneur de se référer à la Note de l'Ambassade N° 97 en date du 5 Juin relative aux estimations de dépenses en monnaie locale du "Mutual Assistance Advisory Group" auprès des Etats Associés, pendant l'année budgétaire 1954 (1er Juillet 1953-30 Juin 1954).

Ces dépenses sont évaluées par le Gouvernement des Etats-Unis à quarante sept millions cinq cent seize mille deux cent cinquante trois piastres (47.516.253\$) avec un "coefficient de dévaluation" de 70%.

Le Ministère des Affaires Etrangères a l'honneur de faire savoir à l'Ambassade qu'en considération des charges accrues de la M. A. A. G. dues à l'augmentation du volume de l'aide militaire américaine aux Etats Associés et à la hausse des prix

<sup>1</sup> Identic enclosure printed *ante*, p. 3144.

consécutive à la dévaluation de la piastre, le Gouvernement du Viêt-Nam donne son accord, en ce qui le concerne, à ce que les contributions des Etats Associés soient fixées sur les bases ci-dessus indiquées, et approuve en conséquence, le texte de l'Amendement à l'Annexe A joint à la Note précitée.

Le Ministère des Affaires Etrangères du Viêt-Nam saisit cette occasion pour renouveler à l'Ambassade des Etats-Unis les assurances de sa haute considération./. *26*

[SEAL]

AMBASSADE DES ETATS-UNIS D'AMERIQUE

*Saigon*

*Translation*

THE STATE OF VIETNAM

Ministry of Foreign Affairs

No. 2022-DAP

SAIGON, September 7, 1953

N O T E

The Ministry of Foreign Affairs of Vietnam presents its compliments to the Embassy of the United States of America and has the honor to refer to the Embassy's note No. 97, dated June 5, concerning estimates of the expenditures in local currency of the Mutual Assistance Advisory Group working with the Associated States during the fiscal year 1954 (July 1, 1953-June 30, 1954).

These expenditures are estimated by the Government of the United States at forty-seven million, five hundred and sixteen thousand, two hundred and fifty-three (47,516,253) piastres with a "devaluation coefficient" of 70%.

The Ministry of Foreign Affairs has the honor to inform the Embassy that, in consideration of the heavier expenses of the M.A.A.G. owing to the increase in the volume of American military assistance to the Associated States and the rise in prices following the devaluation of the piastre, the Government of Vietnam agrees that, as regards matters that concern it, the contributions of the Associated States should be determined on the bases indicated above, and consequently approves the text of the amendment to Annex A attached to the above-mentioned note.

The Ministry of Foreign Affairs of Vietnam avails itself of this opportunity to renew to the Embassy of the United States the assurance of its high consideration.

[Initialed]

[SEAL]

AMBASSADOR OF THE  
UNITED STATES OF AMERICA,  
*Saigon.*



# NICARAGUA

## Radio Communications Between Amateur Stations on Behalf of Third Parties

*Agreement effected by exchange of notes  
Signed at Managua October 8 and 16, 1956;  
Entered into force October 16, 1956.*

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

AMERICAN EMBASSY,  
Managua, October 8, 1956.

No. 37

EXCELLENCY:

With reference to Your Excellency's Note No. 086, Departamento Diplomatico, dated August 20, [<sup>1</sup>] I have the honor to state that I am authorized to enter into an agreement on behalf of the United States with Nicaragua through an exchange of Notes which will provide as follows:

Amateur radio stations of Nicaragua and of the United States may exchange international messages or other communications from or to third parties, provided.

1. No compensation is directly or indirectly paid on such messages or communications.

2. Such communications shall be limited to conversations or messages of a technical or personal nature for which, by reason of their unimportance, recourse to the public telecommunications service is not justified. To the extent that in the event of disaster, the public telecommunications service is not readily available for expeditious handling of communications relating directly to safety of life or property, such communications may be handled by amateur stations of the respective countries.

3. This arrangement shall apply to all the continental and insular territory of Nicaragua and of the United States including Alaska, the Hawaiian Islands, Puerto Rico and the Virgin Islands. It shall also be applicable to these cases concerning amateur stations licensed by the United States

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<sup>1</sup> Not printed.

authorities to United States citizens in other areas of the world in which the United States exercises licensing authority

4. This arrangement shall be subject to termination by either government on sixty days' notice to the other government; by further arrangement between the two governments dealing with the same subject, or by the enactment of legislation in either country inconsistent therewith.

If an agreement in this sense is agreeable to Your Excellency's Government, this Note and your reply thereto will be considered a binding agreement between the Governments, effective as of the date of Your Excellency's Note.

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

THOMAS E. WHELAN

His Excellency

OSCAR SEVILLA SACASA,  
Minister of Foreign Affairs,  
Managua, D. N.

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

REPUBLICA DE NICARAGUA  
AMERICA CENTRAL  
MINISTERIO  
DE  
RELACIONES EXTERIORES

DEPARTAMENTO DIPLOMATICO

MS. No. 109

MANAGUA, D. N., 16 de Octubre de 1956

"AÑO JOSE DOLORES ESTRADA"

SEÑOR EMBAJADOR:

Tengo el honor de dar aviso de recibo de la atenta nota de Vuestra Excelencia No. 37 del 8 de Octubre en curso, por medio de la cual, en nombre del Gobierno de los Estados Unidos de América propone al Gobierno de Nicaragua la celebración del siguiente Convenio mediante un intercambio de notas:

Las estaciones de radioaficionados de Nicaragua y de los Estados Unidos pueden intercambiar mensajes u otras comunicaciones internacionales procedentes de terceras personas o dirigidas a ellas, a condición de que:

1. No se pague directa o indirectamente ninguna remuneración por tales mensajes o comunicaciones.

2. Dichas comunicaciones sean limitadas a conversaciones o mensajes de carácter técnico o personal para las cuales, por razón de su no importancia, no esté justificado el recurso a los servicios públicos de telecomunicaciones. En el grado en que, en caso de desastre, el servicio público de telecomunicaciones no esté fácilmente disponible para el pronto manejo de las comunicaciones, concernientes directamente a la seguridad de la vida o de la propiedad, dichas comunicaciones pueden ser manejadas por estaciones de aficionados de los países respectivos.

3. Este convenio sea aplicado a todo el territorio continental e insular de Nicaragua y de los Estados Unidos, incluyendo Alaska, las Islas de Hawái, Puerto Rico y las Islas Vírgenes.

Será aplicable también a aquellos casos relativos a estaciones de aficionados autorizados por las autoridades de los Estados Unidos a los ciudadanos de este mismo país, en otras zonas del mundo en que los Estados Unidos ejercen la facultad de conceder autorizaciones.

4. Este convenio está sujeto a terminación por cualquiera de los dos gobiernos, con un aviso previo de sesenta días al otro gobierno; por arreglo adicional entre los dos gobiernos que trate del mismo asunto; o por la promulgación de legislación en cualquiera de los dos países incompatible con este convenio.

Agrega Vuestra Excelencia que si dicho Convenio es aceptable al Gobierno de Nicaragua, la nota de Vuestra Excelencia y la consiguiente respuesta será considerada como un convenio obligatorio entre los dos Gobiernos, efectivo a partir de la fecha de la nota de respuesta.

En respuesta, me es grato manifestar a Vuestra Excelencia que mi Gobierno acepta en todas sus partes el Convenio aludido propuesto, constituyendo la nota de Vuestra Excelencia y esta respuesta un Convenio entre nuestros respectivos Gobiernos, efectivo a partir de la presente fecha.

Muy complacido me valgo de esta oportunidad para reiterar a Vuestra Excelencia las seguridades de mi más alta y distinguida consideración.

OSCAR SEVILLA SACASA

Excelentísimo Señor

Don THOMAS E. WHELAN,  
*Embažador Extraordinario y Plenipotenciario  
de los Estados Unidos de América.  
Ciudad.-*

*Translation*

REPUBLIC OF NICARAGUA  
CENTRAL AMERICA

MINISTRY  
OF  
FOREIGN RELATIONS

DIPLOMATIC DEPARTMENT

MS. No. 109

MANAGUA, D. N., October 16, 1956

YEAR OF JOSE DOLORES ESTRADA

MR. AMBASSADOR:

I have the honor to acknowledge receipt of Your Excellency's courteous note No. 37 of October 8 last, in which, in the name of the Government of the United States of America, you propose to the Government of Nicaragua the conclusion of the following agreement through an exchange of notes:

Amateur radio stations of Nicaragua and of the United States may exchange international messages or other communications from or to third parties, provided.

1. No compensation is directly or indirectly paid on such messages or communications.

2. Such communications shall be limited to conversations or messages of a technical or personal nature for which, by reason of their unimportance, recourse to public telecommunications services is not justified. To the extent to which, in the event of disaster, the public telecommunications service is not readily available for expeditious handling of communications relating directly to safety of life or property, such communications may be handled by amateur stations of the respective countries.

3. This agreement shall apply to all the continental and insular territory of Nicaragua and of the United States, including Alaska, the Hawaiian Islands, Puerto Rico, and the Virgin Islands.

It shall be applicable also to those cases concerning amateur stations licensed by the United States authorities to citizens of the said country in other areas of the world in which the United States exercises licensing authority.

4. This agreement shall be subject to termination by either government on sixty days' notice to the other government, by further arrangement between the two governments dealing with the same subject; or by the enactment of legislation in either country inconsistent therewith.

Your Excellency adds that if the said Agreement is agreeable to the Government of Nicaragua, Your Excellency's note and the

reply thereto will be considered a binding Agreement between the two Governments, effective as of the date of the note in reply

In reply, I am happy to inform Your Excellency that my Government accepts in all its parts the proposed Agreement, Your Excellency's note and this reply constituting an Agreement between our respective Governments, effective as of the present date.

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

OSCAR SEVILLA SACASA

His Excellency

THOMAS E. WHELAN,

*Ambassador Extraordinary and Plenipotentiary  
of the United States of America,  
City*



# BURMA

## Economic Cooperation: Informational Media Guaranty Program

*Agreement effected by exchange of notes  
Signed at Rangoon October 8 and 23, 1956;  
Entered into force October 23, 1956.*

*The American Ambassador to the Burmese Deputy Prime Minister  
and Minister for Foreign Affairs*

THE FOREIGN SERVICE  
OF THE  
UNITED STATES OF AMERICA

AMERICAN EMBASSY,  
*Rangoon, October 8, 1956.*

No. 290

MR. MINISTER:

I have the honor to refer to conversations which have taken place between representatives of the Government of the United States of America and the Government of the Union of Burma, relating to an Informational Media Guaranty Program. This Informational Media Guaranty Program is designed to facilitate the procurement of American informational materials through regular commercial channels by Burmese institutions and individuals by means of guarantees issued to American exporters by the Government of the United States of America to assure the transfer into United States dollars of credits earned in Burmese currency through the sale of such materials in Burma. The understandings reached as a result of these conversations are as follows:

Each application made by nationals of the United States of America for a contract to export American informational materials to Burma under this program will require the approval of both the Government of the United States of America and the Government of the Union of Burma before any contract is issued.

The Government of the Union of Burma agrees that Burmese currency acquired by the Government of the United States of America under the operation of this program will be freely expendable by the Government of the United States of America for

administrative expenditures and for such other purposes as may hereafter be agreed upon by the Government of the Union of Burma and the Government of the United States of America.

Upon receipt of a note from you indicating that the foregoing provisions are acceptable to the Government of the Union of Burma, 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.

The Government of the United States of America and the Government of the Union of Burma agree that this agreement may be terminated by either Government upon notification in writing to the other not less than three months in advance of the date of termination, but such termination will in no way affect the provisions of any contract in force on the date of termination.

Please accept, Mr. Minister, the renewed assurances of my highest consideration.

J. C. SATTERTHWAITE

The Honorable SAO HKUN HKIO,  
*Deputy Prime Minister and  
Minister for Foreign Affairs,  
Rangoon.*

*The Burmese Deputy Prime Minister and Minister for Foreign  
Affairs to the American Ambassador*

FOREIGN OFFICE  
RANGOON

No. A1285/Pa

23rd October 1956.

EXCELLENCY:

I have the honour to acknowledge receipt of your note No. 290 of 8th October, 1956, which reads as follows:

"I have the honor to refer to conversations which have taken place between representatives of the Government of the United States of America and the Government of the Union of Burma, relating to an Informational Media Guaranty Program. This Informational Media Guaranty Program is designed to facilitate the procurement of American informational materials through regular commercial channels by Burmese institutions and individuals by means of guarantees issued to American exporters by the Government of the United States of America to assure the transfer into United States dollars of credits earned in Burmese currency through the sale of such materials in Burma. The

understandings reached as a result of these conversations are as follows:—

“Each application made by nationals of the United States of America for a contract to export American informational materials to Burma under this program will require the approval of both the Government of the United States of America and the Government of the Union of Burma before any contract is issued.”

“The Government of the Union of Burma agrees that Burmese currency acquired by the Government of the United States of America under the operation of this program will be freely expendable by the Government of the United States of America for administrative expenditures and for such other purposes as may hereafter be agreed upon by the Government of the Union of Burma and the Government of the United States of America.”

“Upon receipt of a note from you indicating that the foregoing provisions are acceptable to the Government of the Union of Burma, 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.”

“The Government of the United States of America and the Government of the Union of Burma agree that this agreement may be terminated by either Government upon notification in writing to the other not less than three months in advance of the date of termination, but such termination will in no way affect the provisions of any contract in force on the date of termination.”

I have the honour, on behalf of the Union Government, to state that the understandings between your Government and mine as stated in your above quoted note are correct and are hereby confirmed.

Accept, Excellency, the assurances of my highest consideration.

SAO HKUN HKIO

(Sao Hkun Hkio)

*Deputy Prime Minister and  
Minister for Foreign Affairs.*

His Excellency

Mr. JOSEPH C. SATTERTHWAITE,  
*Ambassador of the United States of America*  
*Rangoon.*



# UNITED KINGDOM

## Establishment of an Oceanographic Research Station in the Turks and Caicos Islands

*Agreement signed at Washington November 27, 1956;  
Entered into force November 27, 1956.*

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### AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF THE UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND FOR THE ESTABLISHMENT OF AN OCEANOGRAPHIC RESEARCH STATION IN THE TURKS AND CAICOS ISLANDS

The Government of the United States of America and the Government of the United Kingdom of Great Britain and Northern Ireland,

Considering that the Government of the United States of America wishes to establish an Oceanographic Research Station in the Turks and Caicos Islands to be used in association with the Government of the United Kingdom for the purpose of continuing a joint naval program of oceanographic research designed to acquire and evaluate fundamental data of a general defense interest relating to water conditions in areas where this information is lacking, and to develop techniques and equipment for acquiring such data from shore-based stations and for the training of personnel; and

Desiring that this Agreement shall be fulfilled in a spirit of good neighborliness between the Governments concerned, and that details of its practical application shall be arranged by friendly cooperation,

Have agreed as follows:

#### ARTICLE I

##### *Definitions*

For the purposes of this Agreement:

(1) "British national" means any British subject or Commonwealth citizen or any British protected person, but shall not include a person who is both a British national and a member of the United States Forces.

(2) "Local alien" means a person, not being a British national, a member of the United States Forces or a national of the United States, who is ordinarily resident in the Turks and Caicos Islands.

(3) "National of the United States" means a citizen of the United States or a person who, though not a citizen of the United States, owes allegiance to the United States.

(4) "Site" means any Site provided under Article IV of this Agreement so long as it is so provided.

(5) "Oceanographic Research Station" means the station established for the purposes stated in the Preamble.

(6) "United States authorities" means the authority or authorities from time to time authorized or designated, by the Government of the United States of America, for the purpose of exercising the powers in relation to which the expression is used.

(7) "United States Forces" means the Armed Forces of the United States of America, and "member of the United States Forces" means a member of those forces who is entitled to wear the uniform thereof.

## ARTICLE II

### *General Description of Rights*

(1) Subject to the provisions of this Article, the Government of the United States of America shall have the right in the Site:

(a) to establish, maintain and operate an Oceanographic Research Station;

(b) to establish, maintain and use an instrumentation and communication system including radio, land lines and submarine cables for operational purposes in connection with the Oceanographic Research Station;

(c) to operate such vessels and aircraft as may be necessary for purposes connected directly with the operation of the Oceanographic Research Station.

(2) No wireless station, submarine cable, land line or other installation shall be established by the United States authorities within the Site except at such place or places as may be agreed between the Contracting Governments.

(3) No wireless station, submarine cable, land line or other installation shall be established by the United States authorities otherwise than for operational purposes in connection with the Oceanographic Research Station. Any wireless station, submarine cable, land line or other installation so established shall be sited and operated in such a way that it will not cause interference with established civil communications.

(4) When submarine cables established in accordance with paragraph 1 of this Article are no longer required for the purposes of this Agreement, their disposal or further use shall be subject to consultation between the Contracting Governments and, in the absence of agreement, they shall be removed by and at the expense of the Government of the United States of America.

(5) The use of the radio frequencies, powers and band widths, for radio services, under any of the provisions of this Agreement, shall be subject to the prior concurrence of the British representative designated for the purpose.

(6) The Contracting Governments shall, in consultation with the Government of the Turks and Caicos Islands, take all reasonable precautions against possible danger and damage resulting from operations under this Agreement.

(7) The United States authorities shall have the right to use military engineering construction units, in whole or in part, for the construction of any installations under the terms of this Agreement and for the subsequent maintenance and repairs of such United States installations.

(8) The rights granted to the Government of the United States of America or to the United States authorities by this Agreement shall not be exercised unreasonably or so as to interfere with or to prejudice the safety of navigation, aviation or communication and the rights so granted shall be exercised in the spirit of the last paragraph of the Preamble.

### ARTICLE III

#### *Rights of Way*

The Government of the United Kingdom shall, after consultation with the Government of the Turks and Caicos Islands, provide to the Government of the United States of America such rights of way as may be agreed to be necessary for the establishment, maintenance or use of the Oceanographic Research Station. The cost of acquisition of any right of way over private property shall be borne by the Contracting Governments in such proportions as are agreed between them.

### ARTICLE IV

#### *Provision of Site*

(1) The Government of the United Kingdom shall, after consultation with the Government of the Turks and Caicos Islands, provide so long as this Agreement remains in force such Site for the purpose of the establishment and operation of the Oceanographic

Research Station as may be agreed between the Contracting Governments to be necessary for that purpose. The cost of acquisition of private property or of rights affecting private property, to enable the Site to be provided, shall be borne by the Contracting Governments in such proportions as are agreed between them.

(2) The Site shall for the purpose of this Article and Articles II and XI of this Agreement include such part of the foreshore and of the internal and territorial waters adjacent to the land areas of the Site as the Contracting Governments shall agree.

(3) When it is agreed between the Contracting Governments that the Site provided under this Article is no longer necessary for the purpose of the operation of the Oceanographic Research Station, the Government of the United Kingdom shall be entitled to cease to provide the Site for that purpose.

(4) Access to or presence in the Site shall not be permitted to persons not officially connected with the establishment, maintenance or use of the Oceanographic Research Station except with the consent of the appropriate British and United States representatives designated for the purpose, provided, however, that except for forbidding anchoring, fishing and landing in such areas within the Site as may be agreed between the Contracting Governments, this prohibition shall not be construed as permitting interference with navigation.

## ARTICLE V

### *Jurisdiction*

(1) The Government of the United States of America shall have the right to exercise the following jurisdiction over offenses committed in the Turks and Caicos Islands:

(a) Where the accused is a member of the United States Forces,

(i) if a state of war exists, exclusive jurisdiction over all offenses wherever committed;

(ii) if a state of war does not exist, exclusive jurisdiction over security offenses wherever committed and United States interest offenses committed inside the Site; concurrent jurisdiction over all other offenses wherever committed.

(b) Where the accused is a British national or a local alien and a civil court of the United States is sitting in the Turks and Caicos Islands,

(i) if a state of war exists, exclusive jurisdiction, and

(ii) if a state of war does not exist, concurrent jurisdiction over security offenses committed inside the Site.

(c) Where the accused is not a member of the United States Forces, a British national or a local alien, but is a person subject to the United States Uniform Code of Military Justice,

(i) if a state of war exists, exclusive jurisdiction over security offenses committed inside the Site and United States interest offenses committed inside the Site; concurrent jurisdiction over all other offenses wherever committed;

(ii) if a state of war does not exist and there is no civil court of the United States sitting in the Turks and Caicos Islands, exclusive jurisdiction over security offenses which are not punishable under the law of the Turks and Caicos Islands; concurrent jurisdiction over all other offenses committed inside the Site;

(iii) if a state of war does not exist and a civil court of the United States is sitting in the Turks and Caicos Islands, exclusive jurisdiction over security offenses committed inside the Site; concurrent jurisdiction over all other offenses wherever committed.

(d) Where the accused is not a member of the United States Forces, a British national or a local alien, and is not a person subject to the United States Uniform Code of Military Justice, and a civil court of the United States is sitting in the Turks and Caicos Islands, exclusive jurisdiction over security offenses committed inside the Site; concurrent jurisdiction over all other offenses committed inside the Site and, if a state of war exists, over security offenses committed outside the Site.

(2) Wherever, under paragraph (1) of this Article, the Government of the United States of America has the right to exercise exclusive jurisdiction over security offenses committed inside the Site, such right shall extend to security offenses committed outside the Site which are not punishable under the law of the Turks and Caicos Islands.

(3) In every case in which under this Article the Government of the United States of America has the right to exercise jurisdiction and the accused is a British national, a local alien or, being neither a British national nor a local alien, is not a person subject to the United States Uniform Code of Military Justice, such jurisdiction shall be exercisable only by a civil court of the United States sitting in the Turks and Caicos Islands.

(4) In every case in which under this Article the Government of the United States of America has the right to exercise exclusive jurisdiction, the following provisions shall have effect:

(a) The United States authorities shall inform the Government of the Turks and Caicos Islands as soon as is practicable whether or not they elect to exercise such jurisdiction over any alleged offenses which may be brought to their attention by the competent authorities of the Turks and Caicos Islands or in any other case in which the United States authorities are requested by the competent authorities of the Turks and Caicos Islands to furnish such information.

(b) If the United States authorities elect to exercise such jurisdiction, the accused shall be brought to trial accordingly, and the courts of the Turks and Caicos Islands shall not exercise jurisdiction except in aid of a court or authority of the United States, as required or permitted by the law of the Turks and Caicos Islands.

(c) If the United States authorities elect not to exercise such jurisdiction, and if it shall be agreed between the Government of the Turks and Caicos Islands and the United States authorities that the alleged offender shall be brought to trial, nothing in this Article shall affect the exercise of jurisdiction by the courts of the Turks and Caicos Islands in the case.

(5) In every case in which under this Article the Government of the United States of America has the right to exercise concurrent jurisdiction, the following provisions shall have effect:

(a) The case shall be tried by such court as may be arranged between the Government of the Turks and Caicos Islands and the United States authorities.

(b) Where the offense is within the jurisdiction of a civil court of the Turks and Caicos Islands and of a civil court of the United States, trial by one shall exclude trial by the other.

(6) Notwithstanding anything contained elsewhere in this Article, when a state of war exists in which the Government of the United Kingdom is, and the Government of the United States of America is not, engaged, then in any case in which the Government of the United States of America would, but for this paragraph, have exclusive jurisdiction, that jurisdiction shall be concurrent in respect of any of the following offenses against any part of Her Majesty's dominions committed outside the Site or, if not punishable by the Government of the United States of America in the Turks and Caicos Islands, inside the Site:

- (a) treason;
- (b) any offense of the nature of sabotage or espionage or against any law relating to official secrets;
- (c) any other offense relating to operations in the Turks and Caicos Islands of the Government of any part of Her Majesty's dominions, or to the safety of Her Majesty's naval, military or air bases or establishments or any part thereof or of any equipment or other property of any such Government in the Turks and Caicos Islands.

(7) Nothing in this Article shall give the Government of the United States of America the right to exercise jurisdiction over a member of a United Kingdom, Colonial or British Commonwealth armed force, except that, if a civil court of the United States is sitting in the Turks and Caicos Islands and a state of war does not exist or a state of war exists in which the Government of the United States of America is, and the Government of the United Kingdom is not, engaged, the Government of the United States of America shall have the right, where the accused is a member of any such force, to exercise concurrent jurisdiction over security offenses committed inside the Site.

(8) Nothing in this Article shall affect the jurisdiction of a civil court of the Turks and Caicos Islands except as expressly provided in this Article.

(9) In this Article the following expressions shall have the meaning hereby assigned to them:

(a) "Security offense" means any of the following offenses against the Government of the United States of America and punishable under the law of the United States of America:

- (i) treason;
- (ii) any offense of the nature of sabotage or espionage or against any law relating to official secrets;
- (iii) any other offense relating to operations in the Turks and Caicos Islands of the Government of the United States of America under this Agreement, or to the safety of any equipment or other property of the Government of the United States of America in the Turks and Caicos Islands under this Agreement.

(b) "State of war" means a state of actual hostilities in which either the Government of the United States of America or the Government of the United Kingdom is engaged and which has not been formally terminated, as by surrender.

(c) "United States interest offense" means an offense which (excluding the general interest of the Government of the Turks and Caicos Islands in the maintenance of law and order in the Turks and Caicos Islands) is solely against the interests of the Government of the United States of America or against any person (not being a British national or local alien) or property (not being property of a British national or local alien) present in the Turks and Caicos Islands by reason only of service or employment in connection with the construction, maintenance, operation or defense of the Oceanographic Research Station.

## ARTICLE VI

### *Security Legislation*

The Government of the Turks and Caicos Islands will take such steps as may from time to time be agreed to be necessary with a view to the enactment of legislation to ensure the adequate security and protection of the Site and United States equipment and other property and the operations of the United States under this Agreement, and the punishment of persons who may contravene any laws or regulations made for that purpose. The Government of the Turks and Caicos Islands will also from time to time consult with the United States authorities in order that the laws and regulations of the United States of America and of the Turks and Caicos Islands in relation to such matters may, so far as circumstances permit, be similar in character.

## ARTICLE VII

### *Arrest and Service of Process*

(1) No arrest of a person who is a member of the United States Forces or who is a national of the United States subject to the United States Uniform Code of Military Justice shall be made and no process, civil or criminal, shall be served on any such person within the Site except with the permission of the Commanding Officer in charge of the United States Forces in such Site; but should the Commanding Officer refuse to grant such permission he shall (except where, under Article V, jurisdiction is to be exercised by the United States or is not exercisable by the courts of the Turks and Caicos Islands) forthwith take the necessary steps to arrest the person charged and surrender him to the appropriate authority of the Turks and Caicos Islands or to serve such process, as the case may be, and to provide for the attendance of the server of such process before the appropriate court of the Turks and

Caicos Islands or procure such server to make the necessary affidavit or declaration to prove such service.

(2) In cases where the courts of the United States have jurisdiction under Article V, the Government of the Turks and Caicos Islands will on request give reciprocal facilities as regards the service of process and the arrest and surrender of persons charged.

(3) In this Article the expression "process" includes any process by way of summons, subpoena, warrant, writ or other judicial document for securing the attendance of a witness or a party, or the production of any documents or exhibits, required in any proceedings, civil or criminal.

## ARTICLE VIII

### *Right of Audience*

(1) In cases in which a member of the United States Forces is party to civil or criminal proceedings in any court of the Turks and Caicos Islands by reason of some alleged act or omission arising out of or in the course of his official duty, United States counsel (authorized to practice before the courts of the United States) shall have the right of audience, provided that such counsel is in the service of the Government of the United States of America and appointed for that purpose either generally or specially by the appropriate authority.

(2) In cases in which a British national or local alien is a party to criminal proceedings in a court of the United States sitting in the Turks and Caicos Islands, counsel authorized to practice before the courts of the Turks and Caicos Islands shall have the right of audience.

## ARTICLE IX

### *Surrender of Persons Charged*

Where a person charged with an offense which falls to be dealt with by the courts of the Turks and Caicos Islands is in the Site, or a person charged with an offense which falls under Article V to be dealt with by courts of the United States is in the Turks and Caicos Islands but outside the Site, such person shall be surrendered to the Government of the Turks and Caicos Islands, or to the United States authorities, as the case may be, in accordance with special arrangements made between that Government and those authorities.

**ARTICLE X***Public Services*

The Government of the United States of America shall have the right to employ and use all utilities, services and facilities, harbors, roads, highways, bridges, viaducts, canals and similar channels of transportation in the Turks and Caicos Islands and belonging to or controlled or regulated by the Government of the Turks and Caicos Islands or the Government of the United Kingdom on such conditions as shall be agreed between the Contracting Governments.

**ARTICLE XI***Shipping and Aviation*

(1) The Government of the United States of America may place or establish in the Site or in the vicinity thereof, lights and other aids to navigation of vessels and aircraft necessary for the operation of the Oceanographic Research Station. Such lights and other aids shall conform to the system in use in the Turks and Caicos Islands. The position, characteristics and any alterations thereof shall be determined in consultation with the appropriate authority in the Turks and Caicos Islands and the appropriate British representative designated for the purpose.

(2) United States public vessels operated by the Army, Navy, Air Force, Coast Guard or the Coast and Geodetic Survey bound to or departing from the Site shall not be subject to compulsory pilotage in the Turks and Caicos Islands. If a pilot is taken, pilotage shall be paid for at appropriate rates. Such United States public vessels shall have such exemption from light and harbor dues in the Turks and Caicos Islands as shall be agreed between the Contracting Governments.

(3) Commercial aircraft shall not be authorized to operate from the Site (save in case of emergency or for strictly military purposes under supervision of the Army, Navy or Air Force Departments) except by agreement between the Contracting Governments.

**ARTICLE XII***Immigration*

(1) The immigration laws of the Turks and Caicos Islands shall not operate or apply so as to prevent admission into the Turks and Caicos Islands, for the purposes of this Agreement, of any member of the United States Forces posted to the Site or any person (not being a national of a Power at war with Her Majesty

The Queen) employed by, or under a contract with, either the Government of the United States of America or a contractor of that Government, in connection with the establishment, maintenance or use of the Oceanographic Research Station, or his wife or minor children; but suitable arrangements shall be made by the United States to enable such persons to be readily identified and their status to be established.

(2) If the status of any person within the Turks and Caicos Islands and admitted thereto under the foregoing paragraph shall be altered so that he would no longer be entitled to such admission, the United States authorities shall notify the Government of the Turks and Caicos Islands and shall, if such person be required to leave the Turks and Caicos Islands by that Government, be responsible for providing him with a passage from the Turks and Caicos Islands within a reasonable time, and shall in the meantime prevent his becoming a public responsibility of the Turks and Caicos Islands.

### ARTICLE XIII

#### *Motor Vehicle Taxes*

No tax or fee shall be payable in respect of registration or licensing for use in the Turks and Caicos Islands of motor vehicles belonging to the Government of the United States of America and used for purposes connected directly with the establishment, maintenance or use of the Oceanographic Research Station.

### ARTICLE XIV

#### *Customs Duties and Other Taxes on Goods*

(1) No import, excise, consumption or other tax, duty or impost shall be charged on:

(a) material, equipment, supplies or goods for use in the establishment, maintenance or use of the Oceanographic Research Station consigned to, or destined for, the United States authorities or a contractor;

(b) goods for use or consumption aboard United States public vessels or aircraft of the Army, Navy, Air Force, Coast Guard or Coast and Geodetic Survey;

(c) goods consigned to the United States authorities or to a contractor of the United States for the use of institutions under the control of the United States authorities or United States contractors known as Post Exchanges, Navy Exchanges, Commissary Stores, Service Clubs, Contractors' Messes and Recreational Establishments.

tional Facilities, or for sale thereat to members of the United States Forces, civilian employees of the United States or contractors' employees, being nationals of the United States and employed in connection with the Oceanographic Research Station, or members of their families resident with them and not engaged in any business or occupation in the Turks and Caicos Islands;

(d) the personal belongings or household effects, provided that such belongings or effects accompany the owner or are imported either (i) within a period beginning 60 days before and ending 120 days after the owner's arrival or (ii) within a period of 6 months immediately following his arrival, of persons referred to in subparagraph (c) of this Article and of contractors and their employees being nationals of the United States employed in the establishment, maintenance or use of the Oceanographic Research Station and present in the Turks and Caicos Islands by reason only of such employment;

(e) goods for consumption and goods (other than personal belongings and household effects) acquired after first arrival, including gifts, consigned to members of the United States Forces or civilian employees of the United States being nationals of the United States and employed in connection with the Oceanographic Research Station or members of their families resident with them and not engaged in any business or occupation in the Turks and Caicos Islands provided that such goods are:

- (i) of United States origin if the Government of the Turks and Caicos Islands so require, and
- (ii) imported for the personal use of the recipient.

(2) No export tax shall be charged on the material, equipment, supplies or goods mentioned in paragraph (1) in the event of reshipment from the Turks and Caicos Islands.

(3) This Article shall apply notwithstanding that the material, equipment, supplies or goods pass through other parts of the Turks and Caicos Islands en route to or from the Site.

(4) The United States authorities shall do all in their power to prevent any abuse of customs privileges and shall take administrative measures, which shall be shown and explained to the appropriate local authorities, to prevent the disposal, whether by resale or otherwise, of goods which are used or sold under paragraph (1) (c), or imported under paragraph (1) (d) or (e), of this Article, to persons not entitled to buy goods at the institutions referred to in the said paragraph (1) (c), or not entitled to free

importation under the said paragraph (1) (d) or (e). There shall be cooperation between the United States authorities and the Government of the Turks and Caicos Islands to this end, both in prevention and investigation of cases of abuse.

## ARTICLE XV

### *Taxation*

(1) No member of the United States Forces or national of the United States, serving or employed in the Turks and Caicos Islands in connection with the establishment, maintenance or use of the Oceanographic Research Station, and residing in the Turks and Caicos Islands by reason only of such employment, or his wife or minor children, shall be liable to pay income tax in the Turks and Caicos Islands except in respect of income derived from the Turks and Caicos Islands.

(2) No such person shall be liable to pay in the Turks and Caicos Islands any poll tax or similar tax on his person, or any tax on ownership or use of property which is within the Site, or situated outside the Turks and Caicos Islands.

(3) No person ordinarily resident in the United States shall be liable to pay income tax in the Turks and Caicos Islands in respect of any profits derived under a contract made in the United States with the Government of the United States of America in connection with the establishment, maintenance or use of the Oceanographic Research Station, or any tax in the nature of a license in respect of any service or work for the Government of the United States of America in connection with the establishment, maintenance or use of the Oceanographic Research Station.

## ARTICLE XVI

### *Postal Facilities*

The Government of the United States of America shall have the right to establish a United States Military Post Office in the Site for the exclusive use of the United States Forces, and civilian personnel (including contractors and their employees) who are nationals of the United States and employed in connection with the establishment, maintenance or use of the Oceanographic Research Station and the families of such persons, for postal services between the United States Military Post Office so established and other United States Post Offices.

## ARTICLE XVII

### *Health Measures in the Vicinity of the Site*

The Government of the United States of America shall have the right, in collaboration with the Government of the Turks and Caicos Islands and, where necessary, with any local authority concerned, to exercise, without other consideration than adequate and effective compensation to be paid by the Government of the United States of America to private owners or occupiers, if any, such powers as such Government and local authority may possess of entering upon any property in the vicinity of the Site for the purpose of inspection, and of taking any necessary measures to improve sanitation and protect health.

## ARTICLE XVIII

### *Removal of Property*

(1) The title to any property placed on the Site (including property affixed to the realty) and provided by the Government of the United States of America for the purposes of this Agreement shall remain in the Government of the United States of America.

(2) At any time before the termination of this Agreement or within a reasonable time thereafter, such property may, at the discretion of the Government of the United States of America, be

(a) relocated within the Site, or

(b) removed therefrom, or

(c) disposed of while on the Site on the condition (unless otherwise agreed between the Government of the Turks and Caicos Islands and the United States authorities) that it shall forthwith be removed therefrom.

(3) Any ground from which such property is so removed shall, if the Government of the Turks and Caicos Islands so require, be restored as far as possible to its present condition by the Government of the United States of America.

(4) The Government of the United States of America will not, in the Turks and Caicos Islands, dispose of any such property

(a) without the consent of the Government of the Turks and Caicos Islands, or

(b) without offering the property for sale to that Government, if such offer is consistent with laws of the United States of America then in effect, or

(c) before the expiration of such period, not being less than 120 days after the date of such offer, as may be reasonable in the circumstances.

(5) Such property may be exported by the United States authorities free from any license, export tax, duty or impost.

(6) Any such property not removed or disposed of as aforesaid within a reasonable time after the termination of this Agreement shall become the property of the Government of the Turks and Caicos Islands.

#### ARTICLE XIX

##### *Rights to be Restricted to the Purposes of the Agreement*

Neither the Government of the United States of America nor the United States authorities shall exercise any rights granted by this Agreement, or permit the exercise thereof, except for the purposes specified in this Agreement.

#### ARTICLE XX

##### *Rights not to be assigned*

Neither the Government of the United States of America nor the United States authorities shall assign or part with any of the rights granted by this Agreement.

#### ARTICLE XXI

##### *Liaison*

The British and the United States representatives designated for the purpose shall jointly decide the details of the execution of this Agreement in its application to specific situations, in the best interests of all concerned. The British representative shall be responsible for undertaking negotiations with the Government of the Turks and Caicos Islands in this connection.

#### ARTICLE XXII

##### *Claims for Compensation*

(1) The Government of the United States of America undertakes to pay adequate and effective compensation, which shall not be less than the sum payable under the law of the Turks and Caicos Islands, and to indemnify the Government of the United Kingdom and the Government of the Turks and Caicos Islands and all other authorities, corporations and persons in respect of valid claims arising out of:

(a) the death or injury of any person, except persons employed by the Government of the United Kingdom in connection with the Oceanographic Research Station, resulting from the establishment, maintenance or use by the Government of

the United States of America of the Oceanographic Research Station;

(b) damage to property resulting from any action of the Government of the United States of America in connection with the establishment, maintenance or use of the Oceanographic Research Station;

(c) The acquisition of private property or of rights affecting private property (other than such property or rights acquired under Article III or Article IV) to enable any rights of the Government of the United States of America under this Agreement to be exercised.

(2) Compensation payable under sub-paragraph (1) (c) of this Article shall be assessed in accordance with the law of the Turks and Caicos Islands.

(3) For the purpose of this Article the law of the Turks and Caicos Islands shall be the law in force at the time of the signature of this Agreement, provided that any subsequent alteration of the said law shall have effect if the Contracting Governments so agree.

#### **ARTICLE XXIII**

##### *Freedom from Rents and Charges*

Except as provided in Articles XVII and XXII the Site shall be provided, and the rights of the Government of the United States of America under this Agreement shall be made available, free from all rent and charges to the Government of the United States of America.

#### **ARTICLE XXIV**

##### *Modification of the Agreement*

Modification of this Agreement shall be considered by the Contracting Governments in the light of any modification of the Agreement between the Governments of the United States of America and the United Kingdom relating to the Bases leased to the United States of America dated March 27, 1941, which may be made under Article XXVIII of that Agreement.

#### **ARTICLE XXV**

##### *Implementation of the Agreement*

(1) The Government of the United States of America and the Government of the Turks and Caicos Islands respectively will do all in their power to assist each other in giving full effect to the

provisions of this Agreement according to its tenor and will take all appropriate steps to that end.

(2) During the period for which this Agreement remains in force, no laws of the Turks and Caicos Islands which would derogate from or prejudice any of the rights conferred on the Government of the United States of America by this Agreement shall be applicable within the Site, save with the concurrence of the Government of the United States of America.

#### ARTICLE XXVI

##### *Final Provisions*

This Agreement shall come into force on the date of signature and shall continue in force for a period of twenty-one years and thereafter until one year from the day on which either Contracting Government shall give notice to the other of its intention to terminate the Agreement.

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

DONE at Washington, in duplicate, this twenty-seventh day of November, 1956.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA:

ROBERT MURPHY

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

HAROLD CACCIA



# TURKEY

## Surplus Agricultural Commodities

*Agreement signed at Ankara November 12, 1956;  
Entered into force November 12, 1956.*

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### AGRICULTURAL COMMODITIES AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF THE REPUBLIC OF TURKEY UNDER TITLE I OF THE AGRICULTURAL TRADE DEVELOPMENT AND ASSISTANCE ACT, AS AMENDED

The Government of the United States of America and the Government of the Republic of Turkey:

Recognizing the desirability of expanding trade in agricultural commodities between their two countries and with other friendly nations in a manner which would not displace usual marketings of the United States of America in these commodities, or unduly disrupt world prices of agricultural commodities;

Considering that the purchase for lira of surplus agricultural commodities produced in the United States of America will assist in achieving such an expansion of trade;

Considering that the lira accruing from such purchases will be utilized in a manner beneficial to both countries;

Desiring to set forth the understandings which will govern the sales of surplus agricultural commodities to the Government of the Republic of Turkey pursuant to Title I of the Agricultural Trade Development and Assistance Act, as amended, and the measures which the two Governments will take individually and collectively in furthering the expansion of trade in such commodities;

Have agreed as follows:

#### ARTICLE I *SALES FOR LIRA*

Subject to the issuance by the Government of the United States of America and acceptance by the Government of the Republic of Turkey of purchase authorizations during the period ending

68 Stat. 455.  
7 U.S.C. §§1701-1709.

January 31, 1957, for wheat and corn and June 30, 1957, for inedible tallow and frozen beef, the Government of the United States of America undertakes to finance the sale to purchasers authorized by the Government of the Republic of Turkey, for lira, of the following agricultural commodities determined to be surplus pursuant to Title I of the Agricultural Trade Development and Assistance Act in the amount indicated:

<i>Commodity</i>	<i>Amount</i> (million)
Wheat	\$31. 6
Corn	. 6
Inedible tallow	3. 3
Beef, frozen	4. 4
Ocean Transportation (estimated)	6. 4
 TOTAL	 \$46. 3

Purchase authorizations issued pursuant to the above will include provisions relating to the sale and delivery of commodities, the time and circumstances of deposit of the lira accruing from such sale and other relevant matters.

## ARTICLE II

### *USES OF LIRA*

1. The two Governments agree that the lira accruing to the Government of the United States of America as a consequence of the sales made pursuant to this agreement will be used by the Government of the United States of America, in such manner and order of priority as the Government of the United States of America shall determine, for the following purposes, in the amounts shown:

- (a) To help develop new markets for United States agricultural commodities, for international educational exchange, for financing the translation, publication and distribution of books and periodicals, and for other expenditures by the Government of the United States of America in Turkey under Subsections 104 (a), 104 (h), 104 (i), and 104 (f) of the Act, the lira equivalent of \$21,900,000.
- (b) To provide assistance of the types provided for under subsection 104 (j) of the Act, the lira equivalent of not to exceed \$1,250,000.
- (c) For a loan to the Government of the Republic of Turkey to promote the economic development of Turkey under Sub-

section 104 (g) of the Act, the lira equivalent of \$23,150,000, the terms and conditions of which will be included in a supplemental agreement between the two Governments. Not less than the lira deposit equivalent of \$6,000,000 million or 25% of the total lira deposit that may be made available for economic development loans under Subsection 104 (g) of the Act, whichever is the greater, will be reserved for relending to private enterprise through established banking facilities under procedures to be agreed upon by the two Governments. It is understood that the loan will be denominated in dollars, with payment of principal and interest to be made in U.S. dollars or, at the option of the Government of the Republic of Turkey, in lira, such payments in lira to be made at the applicable exchange rate in effect on date of each payment. It is further understood that loan funds shall be disbursed only after prior agreement as to the uses of such loan funds. These and other provisions will be set forth in the loan agreement and any agreement supplemental thereto. In the event the lira set aside for loans to the Government of the Republic of Turkey are not advanced within three years from the date of the Agreement as a result of failure of the two Governments to reach agreement on the use of the lira for loan purposes, the Government of the United States of America may use the lira for any purpose authorized by Section 104 of the Act.

2. In the event the total of lira accruing to the Government of the United States of America as a consequence of sales made pursuant to this Agreement is less than the lira equivalent of \$46,-300,000 the amount available for a loan to the Government of the Republic of Turkey under Subsection 104 (g) would be reduced by the amount of such difference; in the event the total lira deposit exceeds the equivalent of \$46,300,000, 50 percent of the excess would be available for the use of the Government of the United States of America under Subsection 104 (f) and 50 percent would be available for the loan.

### ARTICLE III

#### *DEPOSIT OF LIRA*

The deposit of lira to the account of the Government of the United States of America shall be made as follows:

(1) For wheat and any other commodity for which the Government of the Republic of Turkey's domestic purchase price is

higher than the CIF price, in an amount equivalent to the lira value of the commodities calculated on the basis of the Government of the Republic of Turkey's purchase price for the commodity domestically produced;

(2) For other commodities, and for ocean transportation costs on such commodities financed by the Government of the United States of America (except excess costs resulting from the requirement that United States flag vessels be used), at the rate of exchange for U.S. dollars generally applicable to import transactions (excluding imports granted a preferential rate) in effect on the dates of dollar disbursement by U.S. banks, or by the Government of the United States of America, as provided in the purchase authorizations. In case of a change either in domestic purchase prices established by the Government of the Republic of Turkey or in the exchange rate system, this article shall be subject to renegotiation regarding subsequent transactions under this agreement.

#### ARTICLE IV

##### *GENERAL UNDERTAKINGS*

1. The Government of the Republic of Turkey agrees that it will take all possible measures to prevent the resale or transshipment to other countries, or the use for other than domestic purposes (except where such resale, transshipment or use is specifically approved by the Government of the United States of America), of the surplus agricultural commodities purchased pursuant to the provisions of this Agreement, and to assure that the purchase of such commodities does not result in increased availability of these or like commodities to nations unfriendly to the United States of America.

2. The two Governments agree that they will take reasonable precaution to assure that sales or purchases of surplus agricultural commodities pursuant to this Agreement will not unduly disrupt world prices of agricultural commodities, displace usual marketings of the United States of America in these commodities, or materially impair trade relations among the countries of the free world.

3. In carrying out this Agreement the two Governments will seek to assure conditions of commerce permitting private traders to function effectively and will use their best endeavors to develop and expand continuous market demand for agricultural commodities.

4. The Government of the Republic of Turkey agrees to furnish, upon request of the Government of the United States of America,

information on the progress of the program, particularly with respect to arrivals and condition of commodities and the provisions for the maintenance of usual marketings and information relating to exports of the same or like commodities.

#### ARTICLE V

##### *CONSULTATION*

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

#### ARTICLE VI

##### *ENTRY INTO FORCE*

This Agreement shall enter into force upon signature.

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

Done in duplicate at Ankara, Turkey, in the English language, this twelfth day of November, 1956.

FLETCHER WARREN.

MELIH ESENBEL

For the Government of the  
United States of America

For the Government of the  
Republic of Turkey

[SEAL]

[SEAL]



# CEYLON

## Mutual Defense Assistance: Purchase of Certain Military Equipment, Materials, and Services

*Agreement effected by exchange of notes  
Signed at Washington October 25 and November 2, 1956;  
Entered into force November 2, 1956.*

*The Secretary of State to the Ambassador of Ceylon*

DEPARTMENT OF STATE  
WASHINGTON  
October 25 1956

EXCELLENCY:

I have the honor to address Your Excellency concerning the request of the Government of Ceylon for the purchase of certain military equipment, materials and services from the Government of the United States of America. There are certain assurances and undertakings by the Government of Ceylon which the Government of the United States of America must obtain before completing any such transaction.

The Government of the United States of America understands that items or services requested from the Government of the United States of America are required by the Government of Ceylon to maintain its internal security or legitimate self-defense and will not be used for any other purposes, and that Ceylon, in accordance with the purposes and principles of the Charter of the United Nations, will not undertake any act of aggression

TIA 993.  
59 Stat. 1031.

The Government of the United States of America understands also that the Government of Ceylon will obtain the consent of the Government of the United States of America prior to the transfer of title to or possession of any equipment, materials, information, or services furnished, will take appropriate measures to protect the security of any article, service, or information furnished, and agrees to the Government of the United States of America's

retaining the privilege of diverting items of equipment or of not completing services or transactions undertaken if such action is dictated by considerations of United States national interest.

Finally, the Government of the United States of America understands that the Government of Ceylon is prepared to accept terms and conditions of payment for the items and services transferred, to be agreed upon between the Government of the United States of America and the Government of Ceylon, which are customary in such transactions.

A reply to the effect that these understandings are correct will be considered as constituting an agreement between the Government of the United States of America and the Government of Ceylon, which shall come into force on the date of the note in reply from the Government of Ceylon.

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

For the Secretary of State:

WILLIAM M ROUNTREE

His Excellency

SENERAT GUNEWARDENE,  
*Ambassador of Ceylon.*

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*The Ambassador of Ceylon to the Secretary of State*

EMBASSY OF CEYLON  
WASHINGTON, D. C.

2nd November, 1956

MR. SECRETARY:

I have the honour to refer to your letter dated 25th October, 1956, regarding the purchase by the Government of Ceylon of certain military equipment, materials and services from the Government of the United States of America under the following assurances and undertakings which the Government of the United States of America must obtain from the Government of Ceylon before completing any such transaction.

"The Government of the United States of America understands that items or services requested from the Government of the United States of America are required by the Government of Ceylon to maintain its internal security or legitimate self-defense and will not be used for any other purposes, and that Ceylon, in accordance with the purposes and principles of the Charter of the United

Nations, will not undertake any act of aggression against any other state.

"The Government of the United States of America understands also that the Government of Ceylon will obtain the consent of the Government of the United States of America prior to the transfer of title to or possession of any equipment, materials, information, or services furnished, will take appropriate measures to protect the security of any article, service, or information furnished, and agrees to the Government of the United States of America's retaining the privilege of diverting items of equipment or of not completing services or transactions undertaken if such action is dictated by considerations of United States national interest.

"Finally, the Government of the United States of America understands that the Government of Ceylon is prepared to accept terms and conditions of payment for the items and services transferred, to be agreed upon between the Government of the United States of America and the Government of Ceylon, which are customary in such transactions."

I have the honour to inform you that the Government of Ceylon is in agreement with the understandings quoted above and considers your Note and this reply as constituting an Agreement between the Government of Ceylon and the Government of the United States of America, which shall come into force on the date of this reply.

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

R. S. S. GUNEWARDENE  
*Ambassador of Ceylon*

[SEAL]

The Honourable,  
THE SECRETARY OF STATE,  
*Department of State,*  
Washington 25, D. C.



# DOMINICAN REPUBLIC

## Weather Stations: Cooperative Program

*Agreement effected by exchange of notes*

*Signed at Ciudad Trujillo July 25 and August 11, 1956;  
Entered into force November 16, 1956.*

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*The American Ambassador to the Dominican Secretary of State for  
Foreign Affairs and Worship*

EMBASSY OF THE  
UNITED STATES OF AMERICA

*Ciudad Trujillo, D.R., July 25, 1956*

No. 23

**EXCELLENCY:**

I have the honor to refer to discussions which have taken place between representatives of the Government of the United States of America and representatives of the Government of the Dominican Republic, culminating in the Secretariat's Note No. 17162 of July 17, 1956, [1] regarding the desirability of establishing a cooperative program for the establishment and operation of a rawinsonde observation station in Sabana de la Mar.

The purpose of such a program is to provide essential meteorological information for research into the origin, development, structure, and movement of hurricanes and for the preparation of hurricane warnings. The ultimate object is to achieve greater accuracy and timeliness in forecasts of hurricanes and in warnings of accompanying destructive winds, tides, and floods.

In view of the mutual benefit to our countries which is likely to result, the Government of the United States of America desires to invite the Government of the Dominican Republic to participate in a cooperative meteorological observation program, in accordance with the following principles:

1. *Cooperating Agencies*—The cooperating agencies shall be (1) for the Government of the United States of America, the Weather Bureau, Department of Commerce, hereinafter referred to as the United States Cooperating Agency and (2)

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<sup>1</sup> Not printed.

for the Government of the Dominican Republic, the National Meteorological Service, agency of the Department of State for the Armed Forces, hereinafter referred to as the Dominican Republic Cooperating Agency.

2. *General Purposes*—The general purposes of the present agreement shall be as follows:

- (a) To provide for the establishment, operation, and maintenance of a rawinsonde station at or in the vicinity of Sabana de la Mar or at any other location in the Dominican Republic selected by mutual agreement between the two cooperating agencies, for securing reports of regularly scheduled and special rawinsonde observations. In the event it is mutually decided to relocate the station, a new memorandum of arrangement will be negotiated for the new station.
- (b) To provide for the daily exchange of rawinsonde observation reports between the two Cooperating Agencies for the use of the respective countries, in addition to other exchanges previously established.

3. *Title to Property*—For the duration of the agreement title to all property purchased with funds supplied by the United States Cooperating Agency shall remain vested in that Agency and title to all property supplied by the Dominican Republic Cooperating Agency shall remain vested in that agency.

At the conclusion of the agreement, in order to assist the Dominican Republic Cooperating Agency to continue the operation of the station and as partial consideration of service rendered during the course of the agreement by the Dominican Republic Cooperating Agency in assisting with the operation of an upper-air reporting facility supplying information that is not only of value to the Dominican Republic Cooperating Agency, but of considerable value to international aviation and the United States Cooperating Agency for use in weather forecasting and warning as well as hurricane and tropical weather research, the United States Cooperating Agency shall transfer to the Dominican Republic Cooperating Agency title to existing facilities, equipment and instruments and whatever other materials may be at the site for maintaining and operating the station.

4. *Expenditures*—All expenditures incurred by the United States Cooperating Agency shall be paid directly by the Government of the United States of America, and all expenditures incident

to the obligations assumed by the Dominican Republic Co-operating Agency shall be paid directly by the Government of the Dominican Republic.

5. *Exemption from Duties and Taxes*—All equipment and supplies imported into the Dominican Republic by the United States Cooperating Agency for use in the cooperative program shall be admitted free of customs and import duties. The resident technician and other employees of the Government of the United States whose services may be provided by the United States Cooperating Agency for the purpose of the present agreement shall be exempt from all Dominican Republic income taxes and social security taxes. Such employees shall also be exempt from the payment of customs and import duties on personal effects, equipment and supplies imported into the Dominican Republic for their own use or for the use of the members of their families.
6. *Term*—The agreement shall remain in effect through June 30, 1959, and may be continued in force for additional periods by written agreement to that effect by the two Governments, but either Government may terminate the present agreement by giving to the other Government notice in writing sixty days in advance. Participation on the part of either Government in the project contemplated by the present agreement shall be subject to the availability of funds appropriated by the legislative bodies of the respective Governments.

If the above principles meet with the approval of the Government of the Dominican Republic I should appreciate receiving Your Excellency's reply to that effect as soon as possible in order that the technical details may be arranged by officials of the two Cooperating Agencies.

I suggest that this note and your reply thereto accepting the aforementioned principles be considered as constituting an agreement between our two Governments concerning this matter, such agreement to enter into effect [1] on the date when representatives of the two Cooperating Agencies of our Governments sign the Memorandum of Arrangement embodying the aforementioned technical details. It is understood, however, that the Memorandum of Arrangement may be amended at any time by concurrence of the two Cooperating Agencies.

<sup>1</sup> Nov. 16, 1956.

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

WILLIAM T. PHEIFFER

His Excellency

Dr. PORFIRIO HERRERA BÁEZ,  
*Secretary of State for Foreign Affairs  
and Worship,  
Ciudad Trujillo, D.R.*

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*The Dominican Secretary of State for Foreign Affairs and Worship  
to the American Ambassador*

REPÚBLICA DOMINICANA  
SECRETARIA DE ESTADO  
DE RELACIONES EXTERIORES Y CULTO

19258 CIUDAD TRUJILLO, D.N.,  
11 de agosto de 1956.  
AÑO DEL BENEFACTOR DE LA PATRIA

SEÑOR EMBAJADOR:

Tengo a honra avisar recibo de la atenta nota No. 23 de fecha 25 de julio próximo pasado, en la cual Vuestra Excelencia expresa textualmente lo siguiente:

"Tengo el honor de referirme a las discusiones que se han efectuado entre los representantes del Gobierno de los Estados Unidos de América y los del Gobierno de la República Dominicana que culminaron con la Nota de la Secretaría No. 17162 del 17 de julio, 1956, relativa a la conveniencia de establecer un programa cooperativo para el establecimiento y funcionamiento de una estación de observación radioviento (rawin-sonde) en Sabana de la Mar.

El propósito de este programa es suministrar información esencial meteorológica para la investigación del origen, desarrollos, estructuras y movimiento de los huracanes y para la preparación de las advertencias sobre huracanes. El objetivo primordial es lograr una mayor exactitud en la preparación oportuna de los huracanes y en las advertencias de vientos destructivos, marcas e inundaciones que los acompañan.

En vista del beneficio mutuo que puede resultar para nuestros países, el Gobierno de los Estados Unidos de América desea invitar al Gobierno de la República Dominicana a fin de que participe en un programa cooperativo de observación meteorológica de acuerdo con los siguientes principios:

1. AGENCIAS COOPERATIVAS.— Para el Gobierno de los Estados Unidos de América la agencia cooperativa será el Negociado del Tiempo, Departamento de Comercio, denominado en lo adelante como la Agencia Cooperativa de los Estados Unidos y (2) para el Gobierno de la República Dominicana, el Servicio Meteorológico Nacional, agencia del Departamento de Estado para las Fuerzas Armadas, denominado en lo adelante como la Agencia Cooperativa de la República Dominicana.

2. PROPOSITOS GENERALES.— Los propósitos generales del presente acuerdo son los siguientes:

- (a) Proveer para el establecimiento, funcionamiento y mantenimiento de una estación radioviento (rawinsonde) en o en la vecindad de Sabana de la Mar, o en cualquier otra localidad de la República Dominicana seleccionada por mutuo acuerdo por las dos agencias cooperativas, a fin de obtener informes de las observaciones regulares y especiales de radioviento (rawinsonde). En caso de que se decida por mutuo acuerdo trasladar la estación, un nuevo memorandum de arreglo será negociado para la nueva estación.
- (b) Proveer para el intercambio diario de informes de observaciones de radioviento (rawinsonde) entre las dos Agencias Cooperativas para el uso de los respectivos países, además de otros intercambios previamente establecidos.

3. DERECHOS DE PROPIEDAD.— Mientras dure el acuerdo, el derecho sobre toda la propiedad adquirida con fondos suministrados por la Agencia Cooperativa de los Estados Unidos corresponderá a dicha Agencia, y el derecho sobre toda la propiedad suministrada por la Agencia Cooperativa de la República Dominicana, pertenecerá a dicha Agencia.

Cuando expire el Acuerdo, y a fin de ayudar a la Agencia Cooperativa de la República Dominicana en la continuación de la operación de la estación, y como compensación parcial del servicio prestado por la Agencia Cooperativa de la República Dominicana durante el curso del Acuerdo, por la cooperación dada en la prestación de un servicio de información atmosférica suministrando datos que no solamente son valiosos para la Agencia Cooperativa de la República Dominicana, sino de considerable valor para la Aviación Internacional y para la Agencia Cooperativa de los Estados Unidos, para utilizarlos en las predicciones del tiempo así como para en investigaciones sobre huracanes y tormentas tropicales, la Agencia de Coopera-

ción de los Estados Unidos traspasará a la Agencia de la República Dominicana el derecho de propiedad sobre las facilidades existentes, equipo e instrumentos así como cualesquiera otros materiales que se utilicen para mantener y operar la estación.

4. **GASTOS.**— Todos los gastos en que incurra la Agencia Cooperativa de los Estados Unidos, serán pagados directamente por el Gobierno de los Estados Unidos de América, y todos los gastos incidentes a las obligaciones asumidas por la Agencia Cooperativa de la República Dominicana, serán pagados directamente por el Gobierno de la República Dominicana.

5. **EXENCION DE IMPUESTOS Y DERECHOS.**— Todo equipo y material importados a la República Dominicana por la Agencia Cooperativa de los Estados Unidos para ser utilizados en el programa cooperativo, deberán ser admitidos libres de derechos de aduanas y de importación. El técnico residente y otros empleados del Gobierno de los Estados Unidos cuyos servicios puedan ser proporcionados por la Agencia Cooperativa de los Estados Unidos para los fines del presente acuerdo, deberán ser exentos de todos los impuestos sobre beneficios y seguro social. Tales empleados también estarán exentos del pago de derechos aduaneros y de los de importación sobre efectos personales, equipo y artículos importados a la República Dominicana para su propio uso o para el uso de los miembros de su familia.

6. **TERMINO.**— El acuerdo permanecerá en vigor hasta el 30 de junio, 1959 y podrá continuar en vigor por períodos adicionales por medio de acuerdos escritos al efecto por los dos Gobiernos, pero cualquiera de los dos Gobiernos puede poner término al presente acuerdo, dando aviso por escrito al otro Gobierno con sesenta días de anticipación. La participación de cada Gobierno en el proyecto a que se contrae el presente acuerdo estará sujeta a la disponibilidad de fondos apropiados por los poderes legislativos de los respectivos Gobiernos.

Si los mencionados principios llegan a tener la aprobación del Gobierno de la República Dominicana, agradecería mucho recibir una respuesta de Vuestra Excelencia al efecto lo antes posible, a fin de que los detalles técnicos puedan ser determinados por funcionarios de las dos Agencias Cooperativas.

Sugiero que esta nota y su respuesta aceptando los precipitados principios se consideren como que constituyen un acuerdo entre nuestros dos Gobiernos con respecto a este asunto, y tal acuerdo entrará en vigor en la fecha en que los representantes de las

dos Agencias Cooperativas de nuestros dos Gobiernos firmen el Memorándum de Arreglo que incorpora los detalles técnicos ya mencionados. Se entiende, sin embargo, que el Memorándum de Arreglo puede ser enmendado en cualquier momento por medio de la aprobación de las dos Agencias Cooperativas.

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

Tengo a honra comunicar, en respuesta, a Vuestra Excelencia, que el Gobierno de la República Dominicana acepta los términos de la nota precedentemente transcrita y que, en consecuencia, esta aceptación constituye el acuerdo a que la nota de Vuestra Excelencia se refiere, entre el Gobierno de los Estados Unidos y la República Dominicana.

Me es grato renovar a Vuestra Excelencia las seguridades de mi más alta consideración.

PORFIRIO HERRERA BÁEZ

A Su Excelencia

WILLIAM T. PHEIFFER,

*Embajador de los Estados Unidos  
de América,  
Ciudad.*

*Translation*

DOMINICAN REPUBLIC  
DEPARTMENT OF STATE  
FOR FOREIGN AFFAIRS AND WORSHIP

CIUDAD TRUJILLO, D. N.,

August 11, 1956.

YEAR OF THE BENEFATOR OF THE NATION

MR. AMBASSADOR:

I have the honor to acknowledge receipt of the courteous note, No. 23 dated July 25 last, in which Your Excellency textually states the following:

[For the English language text of the note, see *ante*, p. 3197.]

I have the honor to inform Your Excellency in reply that the Government of the Dominican Republic accepts the terms of the note transcribed above and that, consequently, such acceptance constitutes the agreement between the Government of the United States and the Dominican Republic to which Your Excellency's note refers.

I take pleasure in renewing to Your Excellency the assurances  
of my highest consideration.

PORFIRIO HERRERA BÁEZ

His Excellency

WILLIAM T. PHEIFFER,

*Ambassador of the United States of America,  
City.*

# VATICAN CITY

## Money Orders

*Agreement signed at the Vatican City November 24, 1955, and at Washington December 22, 1955;*

*Approved and ratified by the President of the United States of America April 18, 1956;*

*Entered into force November 1, 1956.*

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### A G R E E M E N T FOR THE EXCHANGE OF INTERNATIONAL MONEY ORDERS BETWEEN THE POSTAL ADMINISTRATIONS OF THE UNITED STATES AND VATICAN CITY

**A G R E E M E N T  
FOR  
THE EXCHANGE OF INTERNATIONAL MONEY ORDERS  
BETWEEN  
THE POSTAL ADMINISTRATIONS OF THE UNITED  
STATES AND VATICAN CITY**

The Post Office Department of the United States of America and the Postal Administration of the Vatican City being desirous of establishing a system of exchange of Money Orders, the undersigned being duly authorized for that purpose, have agreed upon the following articles:

**ARTICLE 1**

The amounts of money orders in both directions shall be expressed in terms of United States of America currency. It is agreed that all amounts shall be converted into their proper equivalents in the currency of either Italy or the United States of America as the case may be, by the Postal Administration of Vatican City; that is, the sums received by the Vatican City Postal Administration for money orders drawn on the United States of America shall be converted at the time of issue into United States of America currency at the conversion rate fixed by the Postal Administration of Vatican City on the basis of the current rate of exchange prevailing in Vatican City; and the amounts of money orders drawn in the United States of America for payment in Vatican City shall, in like manner, be converted by the Postal Administration of Vatican City into its currency at the conversion rate fixed by the Vatican City postal authorities on the basis of the current rate of exchange prevailing in Vatican City on the date of the arrival of the money-order list.

The Postal Administration of Vatican City shall notify the Post Office Department of the United States of America of the conversion rate adopted whenever conditions necessitate a change.

**ARTICLE 2**

The maximum amount for which a money order may be drawn in either country upon the other shall be One Hundred Dollars, United States of America currency.

**ARTICLE 3**

No money order shall contain a fractional part of a cent.

**ARTICLE 4**

The amounts of money orders shall be deposited by the purchasers and paid to the payees in the legal currency of the respective countries.

**ARTICLE 5**

The Post Office Department of the United States of America and the Postal Administration of Vatican City shall each have power to fix, from time to time, the schedule of fees or rates of commission to be charged on all money orders they may respectively issue. The fees or commissions shall belong to the issuing Postal Administration. Each Postal Administration shall communicate to the other the schedule of fees charged for the issue of money orders.

**ARTICLE 6**

No money order shall be issued unless the applicant furnishes in full the surname and at least the initials of one Christian name, both of the purchaser and the payee, or the name of the firm or company designated as the purchaser or payee, together with the address of the purchaser and that of the payee.

**ARTICLE 7**

The operation of the postal money order system between the two Postal Administrations shall be performed exclusively by the agency of office of exchange. On the part of the Vatican, the Office of Exchange shall be the Vatican City and on the part of the United States of America, New York, New York.

**ARTICLE 8**

The particulars of all money orders issued in the United States of America payable in Vatican City shall be entered at the Exchange Office, New York, New York, in a list similar to the Form marked "A" in the appendix,<sup>1</sup> in which shall be shown the amount of each order in United States of America currency and the list bearing an impression of the New York date stamp, together with the relative original orders containing the full details, shall be forwarded weekly to the exchange office in Vatican City where it shall be impressed with a date stamp and where the requisite arrangements for effecting payment of the orders shall be carried out.

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<sup>1</sup> Not printed.

In like manner the particulars of money orders issued in Vatican City for payment in the United States of America proper shall be entered in a list similar to the Form marked "B", in which shall be shown the amount of each order in the currency of the United States of America and the list, after receiving an impression of the date stamp of the exchange office at Vatican City shall be forwarded weekly to the exchange office at New York where it shall receive an impression of the date stamp, and where the necessary arrangements for effecting payment of the orders shall be carried out.

Each list shall be numbered consecutively, 1, 2, 3, 4 etc., in the order of dispatch, the numbers recommencing with No. 1 on the 1st of July of each year, and the receipt of each list shall be acknowledged on either side.

#### ARTICLE 9

As soon as the list of the dispatching office shall have reached the receiving office of exchange, the latter shall make out internal money orders in favor of the payees for the amounts specified in the list and shall forward them, free of postage, to the addressees, or to the offices of destination in conformity with the regulations existing in each country for the payment of money orders.

When the lists shall show irregularities or insufficient information which the receiving office shall not be able to rectify, that office shall request an explanation from the dispatching office which shall give such explanation with as little delay as possible. Pending the receipt of the explanation, the issue of internal money orders of payment relating to the entries found to be erroneous in the list shall be suspended.

#### ARTICLE 10

The orders issued by each Administration on the other shall be subject as regards payment to the regulations which govern the payment of internal orders in the country of destination.

It is agreed that all money orders paid in either country shall be retained in the country in which they are paid.

#### ARTICLE 11

When it is desired that any error in the name of the payee or purchaser shall be corrected, or that the amount of a money order shall be repaid to the purchaser, application must be made by the purchaser to the Postal Administration of the country of issue.

Duplicate orders shall only be issued by the Postal Administration of the country on which the original orders were drawn and

in conformity with the regulations established or to be established in that country.

#### ARTICLE 12

The amount of an order shall not be repaid to the purchaser until it has been ascertained through the Postal Administration of the country where such order is payable, that the order has not been paid and will not be paid in the country of payment.

#### ARTICLE 13

Orders which shall not have been paid within twelve months from the end of the month of issue, shall become void, and the sums received shall accrue to and be placed at the disposal of the country of origin.

The Postal Administration of Vatican City shall, therefore, enter to the credit of the United States of America in the quarterly account all money orders certified in the lists received from the United States of America which remain unpaid at the end of the period specified. A separate list of all invalid orders of United States of America issue shall be dispatched to the Post Office Department of the United States of America, so that the necessary instructions may be given the issuing postmasters to refund the amounts to the purchasers.

On the other hand, the Post Office Department of the United States of America shall, at the close of each quarter, transmit to the Postal Administration of Vatican City for entry in the quarterly account, a detailed statement of all orders included in the lists dispatched from the latter office, which under this Article become void.

#### ARTICLE 14

At the close of each quarter an account shall be prepared by the Postal Administration of Vatican City, showing in detail the totals of the lists containing the particulars of orders issued in either country during the quarter, and the balance resulting from such transactions.

Two copies of this account shall be transmitted to the Post Office Department of the United States of America, Washington, D. C., and the balance, after proper certification, shall, if due from the Postal Administration of Vatican City, be paid by means of an official remittance voucher, drawn in terms of United States of America currency in favor of the Postmaster General at the time the account is transmitted. If the balance is in favor of the Postal Administration of Vatican City, it will be paid upon verification by means of a Post Office Department check to be

drawn in favor of the Director General of Economic Services, Post Service, Vatican City.

For this quarterly account, forms shall be used in exact conformity with the patterns C and D in the appendix.

If, pending the settlement of an account, one of the two Postal Administrations shall ascertain that it owes the other a balance exceeding fifty thousand dollars (\$50,000) the indebted Administration shall promptly remit the approximate amount of such balance to the credit of the other.

#### ARTICLE 15

The Postal Administration in either country, shall be authorized to adopt any additional rules, if not inconsistent with the foregoing, for the greater security against fraud or for the better operation of the system generally. All such additional rules, however, must be communicated to the Postal Administration of the other country.

#### ARTICLE 16

Should it appear that money orders are being used for speculative, or any other purpose inimical to the interest of the service, either Postal Administration shall have the power of increasing the fees, and/or completely suspending for a time the issue of money orders.

#### ARTICLE 17

This Agreement shall be approved by each contracting party in accordance with its legal procedures, and, thereafter, it shall enter into force [<sup>1</sup>] on the date to be agreed upon by the contracting parties.

This Agreement shall supersede and be substituted for any previous ones and shall continue in force until twelve months after either of the contracting parties shall have notified the other of its intention to terminate it.

DONE in duplicate, and signed at the Vatican City on the 24th day of November, 1955, and at Washington, D. C., on the 22th day of December, 1955.

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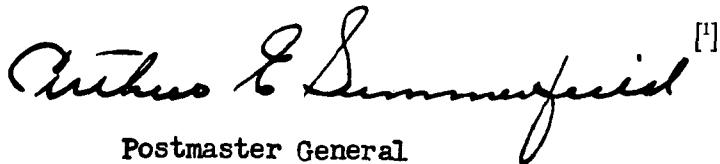
<sup>1</sup> Nov. 1, 1956.

FOR THE POSTAL ADMINISTRATION OF THE VATICAN CITY:

Directeur général des services économiques

  
ing. E.P. Galeazzi

FOR THE POST OFFICE DEPARTMENT OF THE  
UNITED STATES OF AMERICA:

  
Arthur E. Summerfield<sup>[1]</sup>  
Postmaster General

[SEAL]

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<sup>1</sup> Arthur E. Summerfield.

The foregoing Agreement for the Exchange of International Money Orders between the Postal Administration of the United States of America and the Postal Administration of the Vatican City 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 of America to be hereunto affixed.

[SEAL]

DWIGHT D EISENHOWER

By the President:

JOHN FOSTER DULLES

*Secretary of State*

WASHINGTON, *April 18, 1956.*

**JAPAN**  
**Economic Development**

*Agreement effected by exchange of notes  
Signed at Tokyo November 13, 1956;  
Entered into force November 13, 1956.*

アメリカ合衆国政府が前記の提案を受諾されるときは、この書簡及び受諾を表明される閣下の返簡は、前記の交換公文に定める了解を補足するための両政府間の合意であつて閣下の返簡の日付の日に効力を生ずるものと構成するものと認めます。

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。

昭和三十一年十一月十三日

日本國外務大臣



日本國駐在アメリカ合衆國特命全權大使

ジョン・M・アリソン 閣下

*The Japanese Minister for Foreign Affairs to the American Ambassador [1]*

書簡をもつて啓上いたします。本大臣は、千九百五十六年二月十日に東京で署名された農産物に関する日本国とアメリカ合衆国との間の協定に関する両国政府間の了解を掲げた閣下と本大臣との間の同日付の交換公文に言及する光榮を有します。同交換公文の 5 は、その中で、日本国政府が、協定第五条に定める借款の資金を相互に合意される目的の範囲内のその他の経済開発計画のために使用することを定めています。

日本国政府は、前記の借款の資金の一部を工場敷地を造る計画のために使用することが望ましいことにかんがみ、「工業用敷地のための土地造成及びそれに関連する事業」が前記の 5 の(5)にいう目的の範囲の一つとして取り扱われることをここに提案いたしました。

<sup>1</sup> The English translation of the note is quoted in the United States note; post, p. 3216.

*The American Ambassador to the Japanese Minister for Foreign Affairs*

THE FOREIGN SERVICE  
OF THE  
UNITED STATES OF AMERICA

AMERICAN EMBASSY,  
*Tokyo, November 13, 1956.*

No. 862

**EXCELLENCY:**

I have the honor to acknowledge the receipt of Your Excellency's Note of November 13, 1956, the English translation of which reads as follows:

"I have the honor to refer to the exchange of notes effected between us on February 10, 1956 which set forth the understandings reached between our two Governments concerning the Agreement on Agricultural Commodities between Japan and the United States of America signed at Tokyo on the same day. Paragraph 5 of the said notes provides, *inter alia*, that the loan funds referred to in Article V of the Agreement will be used by the Government of Japan for other economic development projects under categories to be mutually agreed.

"In view of the desirability of using a part of the above-mentioned loan funds for a project to create a factory site, the Government of Japan hereby proposes that 'Reclamation of land for industrial sites and incidental works' be treated as falling under one of the categories referred to in item (5) of the said paragraph 5.

"If the proposal made herein is acceptable to the Government of the United States of America, this Note and Your Excellency's reply indicating such acceptance shall be considered as constituting an agreement, effective on the date of Your Excellency's Note in reply, between our two Governments supplementing the understandings set forth in the afore-mentioned exchange of notes."

I have the honor to inform Your Excellency that the Government of the United States of America accepts the above proposal of the Government of Japan and to confirm that Your Excellency's Note and this reply are considered as constituting an agreement between the two Governments effective on this date.

TIAS 3580.  
*Ante*, p. 972.

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

[SEAL]

JOHN M. ALLISON

His Excellency

MAMORU SHIGEMITSU,  
*Minister for Foreign Affairs,*  
*Tokyo.*



# ITALY

## Surplus Agricultural Commodities

*Agreement with exchanges of letters  
Signed at Rome October 30, 1956;  
Entered into force October 30, 1956.*

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AGRICULTURAL COMMODITIES AGREEMENT  
between the United States of America and Italy under Title I  
of the "Agricultural Trade Development and Assistance Act"

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ACCORDO SUI PRODOTTI AGRICOLI  
tra l'Italia e gli Stati Uniti d'America in base al Titolo I° del-  
l' "Agricultural Trade Development and Assistance Act"

**AGRICULTURAL COMMODITIES AGREEMENT**  
between the United States of America and Italy under Title I  
of the "Agricultural Trade Development and Assistance Act"

The GOVERNMENT of the UNITED STATES of AMERICA  
and the GOVERNMENT of ITALY:

Recognizing the desirability of expanding trade in agricultural commodities between their two countries and with other friendly nations in a manner which would not displace usual marketings of the United States in these commodities or unduly disrupt world prices of agricultural commodities;

Considering that the purchase for lire of surplus agricultural commodities produced in the United States will assist in achieving such an expansion of trade;

Considering that the lire accruing from such purchases will be utilized in a manner beneficial to both countries;

Desiring to set forth the understandings which will govern the sales of surplus agricultural commodities to Italy pursuant to Title I of the Agricultural Trade Development and Assistance Act and the measures which the two Governments will take individually and collectively in furthering the expansion of trade in such commodities;

Have agreed as follows:

**Article I**

**SALES FOR LIRE**

1. Subject to the issuance and acceptance of purchase authorizations referred to in paragraph 2 of this Article, the Government of the United States undertakes to finance on or before June 30, 1957, the sale for lire of certain agricultural commodities determined to be surplus pursuant to Title I of the Agricultural Trade Development and Assistance Act to purchasers authorized by the Government of Italy.

2. The Government of the United States will issue purchase authorizations which shall include provisions relating to the sale and delivery of commodities, the time and circumstances of deposit of the lire accruing from such sales, and other relevant matters, and which shall be subject to acceptance by the Government of Italy. Certain commodities, and amounts, with respect to which

68 Stat. 455.  
7 U. S. C. §§ 1701-  
1709.

**ACCORDO SUI PRODOTTI AGRICOLI**

tra l'Italia e gli Stati Uniti d'America in base al Titolo I° del  
l' "Agricultural Trade Development and Assistance Act"

**IL GOVERNO ITALIANO e il GOVERNO DEGLI STATI  
UNITI D'AMERICA:**

Riconoscendo l'opportunità di incrementare il commercio dei prodotti agricoli tra i due Paesi e con altri Paesi amici attraverso forme che non abbiano a turbare il normale commercio degli Stati Uniti di questi prodotti o a portare indebito squilibrio ai prezzi mondiali dei prodotti agricoli;

Considerando che l'acquisto in lire delle eccedenze agricole prodotte negli Stati Uniti contribuirà all'incremento di tale commercio;

Considerando che le lire ricavate da tali acquisti saranno impiegate in maniera vantaggiosa per entrambi i Paesi;

Desiderando stabilire di comune accordo le condizioni che devono regolare le vendite delle eccedenze agricole all'Italia sulla base del Titolo I° della Legge per lo sviluppo e l'assistenza del commercio agricolo e le misure che i due Governi prenderanno separatamente ed in comune per favorire l'incremento del commercio di questi prodotti;

Hanno convenuto quanto segue:

**Art. I****VENDITE IN LIRE**

1. Previo rilascio ed accettazione delle autorizzazioni di acquisto di cui al paragrafo 2 del presente articolo, il Governo degli Stati Uniti si impegna a finanziare fino a tutto il 30 giugno 1957 la vendita contro lire di certi prodotti agricoli considerati come eccedenze in base al Titolo I° della Legge sullo sviluppo e l'assistenza del commercio agricolo ad acquirenti autorizzati dal Governo italiano.

2. Il Governo degli Stati Uniti rilascerà autorizzazioni di acquisto che comprenderanno disposizioni relative alla vendita ed alla consegna dei prodotti, al tempo ed alle modalità del deposito delle lire ricavate da queste vendite ed ad altre questioni connesse; tali autorizzazioni saranno soggette all'accettazione da parte del Governo italiano. Alcuni prodotti e gli importi per i quali un

tentative agreement has been reached by the two Governments, are listed in paragraph 3 of this Article.

3. The United States Government undertakes to finance the sale to Italy of the following commodities, in the amounts indicated, during the period ending June 30, 1957, under the terms of Title I of the said Act and of this Agreement:

COMMODITY	Amount (millions of dollars)
Cotton	29. 4
Corn	7. 0
Tobacco	2. 0
Cottonseed and/or soybean oil	20. 0
Ocean transportation	2. 4
 TOTAL	 60. 8

## Article II

### USES OF LIRE

1. The two Governments agree that lire accruing to the Government of the United States as a consequence of sales made pursuant to this Agreement will be used by the Government of the United States for the following purposes in the amounts shown:

- (a) To help develop new markets for United States agricultural commodities, and for other expenditures by the Government of the United States under subsections (a) and (f) of Section 104 of the Act, the lire equivalent of \$ 9.2 million;
- (b) For financing the purchase of goods or services for other friendly countries, under Section 104 (d) of the Act, the lire equivalent of \$ 5.0 million;
- (c) To provide assistance of the types provided for under Section 104 (j) of the Act, an amount not to exceed the lire equivalent of \$ 1.0 million;
- (d) For loans to the Government of Italy to promote the economic development of Italy under Section 104 (g) of the Act, the lire equivalent of \$ 45.6 million, subject to supplemental agreement between the two Governments. It is understood that the loan will be denominated in U. S. dollars with payment of principal and interest to be made in dollars or, at the option of the Government of Italy, in lire, such payments in lire to be made at the applicable exchange rate, as defined in the loan agreement, in effect on the date of each payment. These and other provisions will be set forth in the loan agreement and any agreement supple-

accordo di massima è stato raggiunto dai due Governi sono elencati al paragrafo 3 di questo articolo.

3. Il Governo degli Stati Uniti si impegna a finanziare fino al 30 giugno 1957 la vendita all'Italia dei seguenti prodotti, per gli importi a fianco indicati e alle condizioni di cui al Titolo I° della Legge summenzionata e del presente Accordo.

PRODOTTI	Importo (in milioni di dollari)
Cotone	29,4
Granoturco	7,0
Tabacco	2,0
Olio di semi di cotone e/o olio di semi di soia	20,0
Noli	2,4
	<hr/>
	60,8

## Art. II

### IMPIEGO DELLE LIRE

1. I due Governi convengono che le lire derivanti al Governo degli Stati Uniti in conseguenza delle vendite fatte in base al presente Accordo saranno utilizzate dal Governo degli Stati Uniti per gli scopi seguenti negli importi indicati:

a) per agevolare lo sviluppo di nuovi mercati per i prodotti agricoli degli Stati Uniti e per altre spese del Governo degli Stati Uniti ai sensi dei paragrafi a) ed f) della Sezione 104 della Legge sopracitata nella misura dell'equivalente in lire di 9,2 milioni di dollari;

b) per finanziare l'acquisto di merci o servizi a favore di terzi Paesi amici ai sensi della Sezione 104 d) della Legge stessa, nella misura dell'equivalente in lire di 5 milioni di dollari;

c) per fornire assistenza, nelle forme previste dalla Sezione 104 j) della Legge stessa, un ammontare non eccedente l'equivalente in lire di un milione di dollari;

d) per prestiti al Governo italiano allo scopo di promuovere lo sviluppo economico dell'Italia ai sensi della Sezione 104 g) della Legge, l'equivalente in lire di 45,6 milioni di dollari, condizionatamente ad ulteriori intese tra i due Governi. Resta inteso che il prestito sarà espresso in dollari USA con pagamento delle quote capitale ed interesse in dollari o, a scelta del Governo italiano, in lire. Tali pagamenti in lire saranno effettuati, come definito nella convenzione di prestito, al tasso di cambio in vigore alla data di ciascun pagamento. Queste ed altre disposizioni saranno stabilite nella convenzione di prestito ed in intese ulteriori.

mental thereto. Not less than the equivalent of \$ 18.6 million of this sum will be reserved for relending to private enterprise through established banking facilities under procedures already agreed upon by the two Governments. In the event that lire set aside for loans to the Government of Italy are not advanced within three years from the date of this Agreement as a result of failure of the two Governments to reach agreement on uses of the lire for loan purposes or for any other purpose, the Government of the United States may use the lire for any other purpose authorized by Section 104 of the Act.

2. The lire accruing under this Agreement shall be expended by the Government of the United States for the purposes stated in paragraph 1 of this Article, in such manner and order of priority as the Government of the United States shall determine.

### Article III

#### DEPOSIT OF LIRE AND RATE OF EXCHANGE

The amount of lire to be deposited to the account of the United States would be the dollar sales value of the commodities reimbursed or financed by the United States Government under PL 480 (including transportation, if financed by the United States, and handling) converted into lire at the rate of exchange, applicable to all United States Government transactions in Italy pursuant to the agreement concluded on January 25, 1947, ['] and the agreement contained in the subsequent exchange of letters between United States and Italian Governments dated April 15, 1948.['] Such deposits of the lire to United States account would be governed by the provisions regarding United States lire accounts contained in Paragraph 6 (b) of the 1947 agreement.

### Article IV

#### GENERAL UNDERTAKINGS

1. The Government of Italy agrees that it will take all possible measures to prevent the resale or transshipment to other countries, or use for other than domestic purposes (except where such resale, transshipment or use is specifically approved by the Government of the United States), of surplus agricultural commodities purchased pursuant to the provisions of this Agreement.

2. The two Governments agree that they will take reasonable precautions to assure that all sales or purchases of surplus agricultural commodities pursuant to this Agreement will not unduly disrupt world prices of agricultural commodities, displace usual

<sup>1</sup> Not printed.

Una quota non inferiore all'equivalente di 18,6 milioni di dollari della predetta somma verrà destinata alla concessione di prestiti a imprese private attraverso gli Istituti bancari esistenti, secondo modalità già concordate tra i due Governi. Qualora le lire accantonate per prestiti al Governo italiano non fossero concesse entro tre anni dalla data del presente Accordo, a causa di una mancata intesa dei due Governi sull'impiego dei prestiti o per qualunque altra ragione, il Governo degli Stati Uniti potrà utilizzare tali lire per uno qualsiasi degli altri scopi previsti dalla Sezione 104 della Legge.

2. Le lire ricavate dall'applicazione del presente Accordo saranno spese dal Governo degli Stati Uniti per gli scopi indicati al paragrafo I° di questo Articolo, nel modo e nell'ordine di priorità che sarà deciso dal Governo degli Stati Uniti.

### Art. III

#### DEPOSITO DELLE LIRE E TASSO DI CAMBIO

L'ammontare delle lire da depositare sul conto degli Stati Uniti corrisponderà al valore in dollari delle vendite di prodotti rimborsati o finanziati dal Governo degli Stati Uniti, in base alla P. L. 480 (comprese le spese di trasporto, se finanziate dagli Stati Uniti e di carico, scarico, stivaggio ecc.) convertite in lire al tasso di cambio che si applica a tutte le transazioni effettuate in Italia dal Governo degli Stati Uniti in base all'Accordo del 25 gennaio 1947 ed al successivo scambio di note tra i Governi degli Stati Uniti e d'Italia in data 15 aprile 1948. Tali depositi in lire sul conto degli Stati Uniti saranno regolati dalle disposizioni concernenti i conti in lire degli Stati Uniti di cui al paragrafo 6 b) dell'Accordo del 1947.

### Art. IV

#### DISPOSIZIONI GENERALI

1. Il Governo italiano conviene che prenderà ogni possibile misura per impedire la rivendita o la spedizione verso altri Paesi, o l'uso a scopi non interni (salvo che tali rivendite, rispedizioni o usi siano specificatamente approvati dal Governo degli Stati Uniti) di eccedenze agricole acquistate in base alle disposizioni di questo Accordo.

2. I Governi convengono che prenderanno ragionevoli precauzioni allo scopo di assicurare che tutte le vendite od acquisti delle eccedenze agricole fatti sulla base di questo Accordo non apportino indebito squilibrio ai prezzi mondiali dei prodotti agricoli, non turbino i normali scambi degli Stati Uniti di questi

marketings of the United States in these commodities, or materially impair trade relations among the countries of the free world.

3. In carrying out this Agreement the two Governments will seek to assure conditions of commerce permitting private traders to function effectively and will use their best endeavors to develop and expand continuous market demand for agricultural commodities.

4. The Government of Italy agrees to furnish, upon request of the Government of the United States, information on the progress of the program, particularly with respect to arrivals and condition of commodities and the provisions for the maintenance of usual marketings and information relating to exports of the same or like commodities.

#### Article V

##### CONSULTATION

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

#### Article VI

##### ENTRY INTO FORCE

This Agreement shall enter into force upon signature.

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

DONE in duplicate at Rome, in the English and Italian languages, this 30th day of October 1956.

*For the Government of the  
United States of America*

CLARE BOOTHE LUCE

*For the  
Government of Italy*

GAETANO MARTINO

prodotti o non danneggino materialmente le relazioni di commercio esistenti tra i Paesi del mondo libero.

3. Nell'attuazione del presente Accordo, i due Governi si adopereranno per garantire condizioni commerciali atte a permettere ai contraenti privati di operare in maniera efficace e faranno quanto è in loro potere per sviluppare ed espandere una continua domanda di mercato dei prodotti agricoli.

4. Il Governo italiano si impegna a fornire, su richiesta del Governo degli Stati Uniti, informazioni sulla attuazione del programma, con particolare riguardo agli arrivi ed alle condizioni delle derrate ed alle disposizioni prese per mantenere i normali scambi di mercato nonchè informazioni concernenti l'esportazione delle stesse o di derrate simili.

#### Art. V

##### CONSULTAZIONI

I due Governi, a richiesta di ciascuno di essi, si consulteranno su ogni questione concernente l'applicazione del presente Accordo o la pratica attuazione delle intese raggiunte in base ad essa.

#### Art. VI

##### ENTRATA IN VIGORE

Il presente Accordo entrerà in vigore al momento della firma.

IN FEDE DI CHE, i rispettivi rappresentanti, debitamente autorizzati a questo fine, hanno firmato il presente Accordo.

FATTO a Roma, in duplice esemplare, nelle lingue italiana ed inglese, addì 30 ottobre 1956.

*Per il Governo Italiano*

GAETANO MARTINO

*Per il Governo  
degli Stati Uniti d'America*

CLARE BOOTHE LUCE

*The Italian Minister of Foreign Affairs to the American Ambassador [1]*

MINISTERO DEGLI AFFARI ESTERI

47/01146

ROMA, 30 ottobre 1956

ECCellenza,

ho l'onore di riferirmi all'Accordo firmato in data 30 ottobre 1956 fra il Governo Italiano ed il Governo degli Stati Uniti d'America, riguardante l'importazione in Italia di derrate agricole degli Stati Uniti, ai sensi dell'Agricultural Trade Development and Assistance Act (Public Law 480), e l'impiego del ricavato in Lire dalla vendita di tali derrate, fino a concorrenza di \$45,6 milioni, per l'attuazione in Italia di programmi di sviluppo economico.

Con riferimento alle recenti discussioni intercorse in oggetto fra i nostri due Governi, ed in conformità all'articolo II 1 (d) dell'Accordo, il Governo Italiano propone la seguente destinazione della quota prestiti delle Lire che saranno ricavate nel quadro dell'Accordo del 30 ottobre 1956. Le disposizioni relative verranno stipulate in dettaglio in una convenzione di prestito da concludere al più presto.

1. Al fine di potenziare lo sviluppo economico e la espansione della occupazione in Italia Meridionale ed Insulare, fondi fino a concorrenza di lire 11.625.000.000 per il programma di prestiti industriali gestiti dai tre Istituti regionali nel quadro dei vigenti accordi fra i nostri due Governi.

2. Al fine di promuovere lo sviluppo della industria italiana e la produzione per la esportazione di prodotti italiani, fondi fino a concorrenza di Lire 6.875.000.000 per lo scopo di integrare le esistenti facilitazioni per il credito industriale ed all'esportazione a medio e lungo termine, alle condizioni e secondo le modalità in vigore in Italia per il finanziamento delle esportazioni tramite l'Istituto Centrale del Mediocredito.

3. Al fine di appoggiare l'opera svolta dal Governo italiano per accelerare l'assorbimento della disoccupazione, una somma fino a 5 miliardi di Lire, da destinare alla costruzione ed attrezzatura, compresi libri e materiale didattico, di istituti di addestramento professionale nei settori della industria, del commercio, servizi ed agricoltura. Le somme in Lire prestate dal Governo degli Stati Uniti al Governo Italiano per tali scopi sono destinate ad integrare le somme spese dal Governo Italiano, a fronte di

<sup>1</sup> The English translation of the letter is quoted in the United States letter; *post*, p. 3230.

stanziamenti di bilancio, per la sistemazione e potenziamento dell'addestramento professionale in Italia. Entrambi i Governi concordano che le somme in questione verranno impiegate per il finanziamento di parte di un programma per cui il Governo Italiano richiederà stanziamenti di bilancio per l'esercizio 1957-58 e seguenti. Si concorda inoltre fra i due Governi che il contributo degli Stati Uniti al finanziamento di tale programma verrà destinato ad istituti di addestramento professionale in Italia Meridionale ed Insulare, e che i Governi stessi si consulteranno sul più razionale impiego di tale contributo al programma italiano.

I nostri due Governi concordano che i prelevamenti dal suddetto fondo di 5 miliardi di Lire verranno effettuati in una prima tranche di 2 miliardi di Lire, e successivamente in tranches di 2 miliardi ed 1 miliardo, a seconda delle necessità.

Il Governo italiano si impegna a fornire al Governo degli Stati Uniti rendiconti semestrali sullo stato di avanzamento dell'impiego dei fondi in oggetto, con indicazioni sul luogo e tipo di istituti interessati e sul modo in cui la spesa dei fondi si inserisce nel programma generale del Governo Italiano per la sistemazione ed il potenziamento dell'addestramento professionale in Italia.

4. Al fine di assistere il Governo Italiano nella attuazione di uno speciale programma di prestiti agricoli, somme fino a concorrenza di 5 miliardi di Lire, per i seguenti scopi: prestiti a condizioni di favore a piccoli agricoltori, cooperative agricole ed altri, al fine di favorire la diversificazione dell'agricoltura col potenziamento della produzione di animali da carne, pollame, e relativi prodotti, nonché prestiti per il potenziamento ed il miglioramento della lavorazione e del commercio delle carni, pollame ed uova. Tali prestiti potranno essere impiegati per l'acquisto di animali da allevamento, mezzi ed attrezzature agricole, mangimi, e quanto altro possa occorrere per la produzione di animali da carne e prodotti del pollame, nonché per la costruzione e sistemazione di impianti di immagazzinaggio, lavorazione e commercio. Verrà data la precedenza ai prestiti a piccoli produttori. I dettagli di tale programma e le condizioni a cui i prestiti debbono essere concessi formeranno oggetto di un futuro scambio di lettere fra i nostri due Governi.

Resta inteso che il Governo Italiano adotterà tutti i provvedimenti necessari ad assicurare l'efficacia delle condizioni e modalità concordate fra i due Governi per l'attuazione dei programmi di prestito di cui sopra.

In conformità ai principi adottati di comune accordo nei riguardi di altri programmi di prestito dei nostri due Governi, resta inteso

che, nell'attuazione del programma in oggetto, verrà dato appoggio ed incoraggiamento al libero movimento sindacale.

Le sarò grato se Ella vorrà confermare l'accordo del Governo degli Stati Uniti su quanto precede.

Voglia accettare, Eccellenza, le rinnovate assicurazioni della mia più alta considerazione.

GAETANO MARTINO

S. E. CLARE BOOTHE LUCE

*Ambasciatore degli Stati Uniti d'America  
Roma*

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

EXCELLENCY:

I have the honor to acknowledge receipt of your letter of October 30, 1956, which reads as follows:

"I refer to the Agreement signed between the Government of the Republic of Italy and the Government of the United States of America on October 30, 1956, covering the importation by Italy of United States agricultural commodities under the terms of the Agricultural Trade Development and Assistance Act (P.L. 480), and the use of the lira proceeds up to an amount of \$45.6 million accruing from such sales for the promotion of economic development programs within Italy.

With reference to the recent discussions on the subject between our two Governments, and in accordance with Article II, Paragraph 1, subparagraph (d) of the Agreement, the Italian Government proposes the following allocation of the loan portion of the lire which will accrue under the Agreement of October 30, 1956. The provisions relating thereto will be specifically set forth in a loan agreement to be concluded as soon as possible.

1. To render support to the economic development and the expansion of employment in Southern and Insular Italy, funds up to an amount of 11,625,000,000 lire for the industrial loan program administered by the three regional institutes pursuant to existing arrangements between our two Governments.

2. To further the development of Italian industry and to promote the manufacture for export of Italian products, funds up to an amount of 6,875,000,000 lire for the purpose of increasing existing medium and long-term industrial and export credit facilities, according to the terms and procedures in

force in Italy for financing exports through L'Istituto Centrale del Mediocredito.

3. To assist the Italian Government in its efforts to accelerate the absorption of the unemployed, up to 5 billion lire for the construction and equipment, including books and instructional aids, of vocational schools in the sectors of industry, commerce, services and agriculture. The lire funds lent by the United States Government to the Italian Government for this purpose are intended to supplement the amounts spent by the Italian Government from budgetary appropriations for the improvement and expansion of vocational training in Italy. It is the understanding of both Governments that these funds will be used to finance part of a program for which the Italian Government will request budgetary appropriation in Fiscal Year 1958 and beyond. It is agreed between the two Governments that the United States contribution to the financing of this program will be used for vocational training facilities in Southern and Insular Italy and that they will consult as to the most effective utilization of such contribution to the Italian program.

Our two Governments agree that drawings on this 5 billion lire allocation will be made in a first tranche of 2 billion lire, and successively in tranches of 2 billion and 1 billion as required.

The Italian Government agrees to supply the United States Government on a semi-annual basis with a report on the progress of the uses to which these funds have been put, including location and type of facilities affected, and the manner in which the expenditure of the funds ties into the overall program of the Italian Government of improving and expanding vocational training facilities in Italy.

4. To assist the Government of Italy in undertaking a special agricultural loan program, up to 5 billion lire, for the following purposes: loans on favorable terms to small farmers, farm cooperatives and others to assist in the diversification of agriculture through increasing the production of meat animals, poultry, and poultry products as well as loans for the expansion and improvement of the processing and marketing of meat, poultry, and eggs. These loans may be used to finance the purchase of breeding stock, farm facilities and equipment, feed, and other requirements for the production of meat animals and poultry products as well as the construction and improvement of storage, processing, and market facilities. Priority will be given to loans to small producers. Details of this program and the terms and conditions of such loans will be included in a subsequent exchange of letters between our two Governments.

It is understood that the Italian Government will take all measures necessary to make effective the terms and procedures agreed upon between the two Governments to carry out the above loan program.

In conformity with the mutually adopted principles governing other loans programs of our two Governments, it is agreed that in carrying out this program support and encouragement will be given to the free labor movement.

I will appreciate receipt of confirmation that the United States Government is in agreement with the foregoing."

I take pleasure in informing you that I am authorized to confirm the agreement of the Government of the United States with the foregoing.

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

CLARE BOOTHE LUCE

*October 30, 1956*

The Honorable

GAETANO MARTINO,

*Minister of Foreign Affairs,*

*Palazzo Chigi,*

*Rome.*

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

EXCELLENCY:

With reference to the Agricultural Commodities Agreement signed today between the United States of America and Italy under Title I of United States Public Law 480, I have the honor to propose the following supplementary understandings in relation to this agreement:

1. It is understood that Article IV, Paragraph 2, of the Agreement requires the Italian Government to undertake: (a) to import from the United States usual marketings of not less than 50,000 metric tons of corn and/or other feed grains, \$33.1 million of cotton, \$1 million of tobacco, and \$5 million of edible oil or oilseeds, in the year ending June 30, 1957, and (b) to maintain during the 1956/57 marketing season usual imports of the above commodities from friendly countries other than the United States.

2. To the extent that the total of lire accruing to the United States as a consequence of sales made pursuant to the agreement is less than the equivalent of \$60.8 million, the amount for loans

to Italy would be correspondingly reduced; to the extent that the total exceeds the equivalent of \$60.8 million, 25 percent of the excess would be available for United States use and 75 percent for loans to Italy. It is understood that the United States Government will give full consideration to all circumstances which may lead to underages or overages in the fulfillment of the agreement.

3. With regard to Article II, Paragraph 2, the United States Government agrees to consult with the Italian Government regarding the establishment of priorities thereto referred.

4. With respect to expenditures made in connection with Article II, Paragraph 1 (a) of the agreement, the Italian Government agrees to convert the lire equivalent of up to \$100,000 into other European currencies upon the request of the United States Government.

I shall be glad if Your Excellency will confirm the foregoing on behalf of the Government of the Italian Republic.

Accept, Excellency, the assurances of my highest consideration.

CLARE BOOTHE LUCE

October 30, 1956

The Honorable

GAETANO MARTINO

Minister of Foreign Affairs

Palazzo Chigi

Rome.

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

MINISTERO DEGLI AFFARI ESTERI

47/01147

*Roma, 30 ottobre 1956*

ECCellenza,

con lettera in data odierna Ella ha voluto comunicarmi quanto segue:

“ “ “ Con riferimento all'Accordo per le Derrate Agricole firmato in data odierna fra gli Stati Uniti d'America e l'Italia, ai sensi del Titolo I della U. S. Public Law 480, ho l'onore di proporre le seguenti ulteriori intese in relazione all'Accordo stesso:

1. Resta inteso che il comma 2 dell'Articolo IV dell'Accordo prevede che il Governo Italiano si impegna: (a) ad importare dagli Stati Uniti gli usuali approvvigionamenti di non meno di

50.000 tonn. metriche di granturco e/o altri grani per mangime, \$ 33,1 milioni di cotone, \$ 1 milione di tabacco, e \$ 5 milioni di oli commestibili o semi oleosi, nell'anno che termina il 30 giugno 1957, e (b) a mantenere durante la stagione commerciale 1956-57 le normali importazioni di tali merci da Paesi amici altri che gli Stati Uniti.

2. In quanto il totale delle lire ricavate dagli Stati Uniti in seguito alle vendite effettuate ai sensi dell'Accordo risulti inferiore all'equivalente di \$ 60,8 milioni, l'ammontare da utilizzare per prestiti all'Italia verrà ridotto in proporzione; ove il totale superi l'equivalente di \$ 60,8 milioni, il 25% del supero sarà disponibile per l'impiego da parte degli Stati Uniti, ed il 75% per prestiti all'Italia. Resta inteso che il Governo degli Stati Uniti prenderà in ogni considerazione tutte le circostanze che possano portare ad eccessi o difetti nella attuazione dell'Accordo.
3. Riguardo all'articolo II, paragrafo 2 dello Accordo, il Governo degli Stati Uniti si impegna a consultarsi col Governo Italiano per quanto concerne la determinazione delle precedenze ivi menzionate.
4. Per quanto riguarda le spese effettuate in attuazione del comma 1 (a), Articolo II dell'Accordo, il Governo Italiano si impegna a convertire l'equivalente in Lire di una somma non superiore a \$ 100.000 in altre valute Europee, su richiesta del Governo degli Stati Uniti. " " "

Ho l'onore di informarLa che il Governo Italiano è d'accordo su quanto precede.

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

GAETANO MARTINO

S. E. CLARE BOOTHE LUCE  
*Ambasciatore degli Stati Uniti d'America*  
Roma

*Translation*

MINISTRY OF FOREIGN AFFAIRS

47/01147

ROME, October 30, 1956

**EXCELLENCY:**

In a letter of today's date you are good enough to inform me as follows:

[For the English language text of the letter, see *ante*, p. 3232.]

I have the honor to inform you that the Italian Government concurs in the foregoing.

I am happy to have this occasion, Excellency, to renew to you the expression of my high consideration.

GAETANO MARTINO

Her Excellency

CLARE BOOTHE LUCE,

*Ambassador of the United States of America,  
Rome.*



# **THE DOMINICAN REPUBLIC**

## **Naval Mission**

*Agreement signed at Ciudad Trujillo December 7, 1956;  
Entered into force December 7, 1956.*

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**Agreement  
Between the Government of the  
United States of America  
and the Government of the  
Dominican Republic**

**AGREEMENT BETWEEN  
THE GOVERNMENT OF  
THE UNITED STATES OF  
AMERICA AND THE GOV-  
ERNMENT OF THE DO-  
MINICAN REPUBLIC**

In conformity with the request of the Government of the Dominican Republic to the Government of the United States of America, the President of the United States of America has authorized the appointment of officers and noncommissioned officers to constitute a United States Naval Mission to the Dominican Republic under the terms stipulated below.

**TITLE I**

*Purpose and Duration*

**ARTICLE 1.**—The purpose of this Mission is to cooperate with the Navy of the Dominican Republic and officials of the Dominican Armed Forces in an advisory capacity with a view to enhancing the technical and operational efficiency of the Dominican Navy.

**ARTICLE 2.**—This Agreement shall enter into force on the date on which signed by the accredited representatives of the Government of the United

**CONVENIO ENTRE EL GO-  
BIERNO DE LOS ESTADOS  
UNIDOS DE AMERICA Y  
EL GOBIERNO DE LA RE-  
PUBLICA DOMINICANA**

De conformidad con la solicitud hecha por el Gobierno de la República Dominicana al Gobierno de los Estados Unidos de América, el Presidente de los Estados Unidos de América ha autorizado la designación de los Oficiales y Sub-Oficiales para constituir una Misión Naval de los Estados Unidos de América en la República Dominicana, bajo los términos estipulados más adelante.

**TITULO I**

*Propósitos y duración*

**ARTICULO 1.**—El propósito de esta Misión es cooperar con la Marina de Guerra de la República Dominicana y autoridades de las Fuerzas Armadas Dominicanas, en calidad de asesores, con el objeto de acrecentar la eficiencia técnica y funcional de la Marina de Guerra de la República Dominicana.

**ARTICULO 2.**—Este Convenio entrará en vigor en la fecha en que sea firmado por los representantes acreditados del Gobierno de los Estados Unidos de

States of America and the Government of the Dominican Republic and shall continue in force until terminated as provided in Article 3.

ARTICLE 3.—This Agreement may be terminated 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 Dominican Republic, in the public interest of either country, without the necessity of compliance with subparagraph (a) of this Article.

c) By either Government in case either country becomes involved in foreign or domestic hostilities, without the necessity of compliance with the provisions of subparagraph (a) of this Article.

América y del Gobierno de la República Dominicana, y continuará en vigor hasta que se le dé término, según se prevé en el Artículo 3.

ARTICULO 3.—Este Convenio podrá ser terminado de la siguiente manera:

a) Por cualquiera de los dos Gobiernos, sujeto a un aviso escrito presentado al otro Gobierno tres meses antes.

b) Por el retiro de todo el personal de la Misión por el Gobierno de los Estados Unidos de América, o a solicitud del Gobierno de la República Dominicana, en interés público de cualquiera de los dos países, sin que sea necesario cumplir con el Sub-párrafo (a) de este Artículo.

c) Por cualesquiera de los dos Gobiernos, en caso de que cualesquiera de los dos países se vea envuelto en hostilidades internas o externas, sin que sea necesario que se cumpla con las estipulaciones del Sub-párrafo (a) de este Artículo.

## TITLE II

### *Composition and Personnel*

ARTICLE 4.—The Mission shall consist of a Chief of Mission and such other personnel of the United States Navy as may be agreed upon between the Secretariat of State of the Armed Forces of the Dominican Republic, hereinafter referred to as the Secretariat of State of the Armed Forces, and the De-

## TITULO II

### *Composición y Personal*

ARTICULO 4.—La Misión constará de un Jefe de Misión y tal otro personal de la Marina de Guerra de los Estados Unidos como se convenga entre la Secretaría de Estado de las Fuerzas Armadas de la República Dominicana, a la cual en lo adelante nos referiremos como Secretaría de Estado de las

partment of the Navy of the United States of America, hereinafter referred to as the Department of the Navy.

**ARTICLE 5.**—In the event accomplishment of the purpose of the Mission as stated in Article 1 necessitates it, and subject to the provisions of Article 7, the personnel of the Mission may be varied, by addition, substitution or withdrawal of members, as mutually agreed upon between the Department of the Navy and the Secretariat of State of the Armed Forces.

**ARTICLE 6.**—In addition to the Personnel of the Mission mentioned in Articles 4 and 5, additional United States Navy personnel may be assigned to the Mission on temporary duty at the request of the Government of the Dominican Republic for such periods as may be mutually agreed upon between the Department of the Navy and the Secretariat of State of the Armed Forces. Except as otherwise specifically agreed, such temporary duty personnel shall be treated as regular members of the Mission for all purposes.

**ARTICLE 7.**—Any member of the Mission may be recalled at any time by the Department of

Fuerzas Armadas, y el Departamento de la Marina de Guerra de los Estados Unidos de América, al cual en lo adelante nos referiremos como Departamento de la Marina de Guerra.

**ARTICULO 5.**—En la eventualidad de que el logro del propósito de la Misión, según consta en el Artículo 1 lo necesite, y sujeto a las estipulaciones del Artículo 7, el personal de la Misión podrá ser variado, por adición, substitución o retiro de miembros de la Misión, según se convenga mutuamente entre la Secretaría de Estado de las Fuerzas Armadas y el Departamento de la Marina de Guerra.

**ARTICULO 6.**—En adición al personal de la Misión mencionado en los Artículos 4 y 5, personal adicional de la Marina de Guerra de los Estados Unidos podrá ser asignado a la Misión en servicio temporal, a requerimiento del Gobierno de la República Dominicana, por tales períodos como se convenga mutuamente entre el Departamento de la Marina de Guerra y la Secretaría de Estado de las Fuerzas Armadas. Excepto que específicamente se convenga otra cosa, tal personal en servicio temporal para todos los propósitos serán tratados como miembros regulares de la Misión.

**ARTICULO 7.**—Cualquier miembro de la Misión podrá ser retirado en cualquier momento

the Navy. A replacement with equivalent qualifications shall be furnished unless it is mutually agreed between the Department of the Navy and the Secretariat of State of the Armed Forces that no replacement is required.

**ARTICLE 8.**—As used throughout this Agreement the term “family” is limited to mean wife, dependent children and *bona fide* dependent parents. The phrase “home of record” means the Mission member’s home address as listed in official United States Navy personnel records.

### TITLE III

#### *Duties, Rank and Precedence*

**ARTICLE 9.**—The personnel of the Mission shall perform such duties as may be agreed upon between the Secretary of State of the Armed Forces and the Chief of Mission, except that they shall not have command functions.

**ARTICLE 10.**—In carrying out their duties, the members of the Mission shall be responsible to the Secretary of State of the Armed Forces solely through the Chief of Mission.

**ARTICLE 11.**—Each member of the Mission shall serve on

por el Departamento de la Marina de Guerra. Un reemplazo con calificación equivalente será proporcionado, a menos que se convenga mutuamente entre el Departamento de la Marina de Guerra y la Secretaría de Estado de las Fuerzas Armadas que ningún reemplazo es requerido.

**ARTICULO 8.**—Según se emplea en todo este Acuerdo, la palabra “familia” se limita a la esposa, a los hijos que dependan del miembro y a los padres que también dependan de él *bona fide*. La frase “hogar registrado” significa la dirección del hogar del miembro de la Misión, según se encuentra registrada en los registros oficiales del personal de la Marina de Guerra de los Estados Unidos.

### TITULO III

#### *Deberes, Rangos y Precedencia*

**ARTICULO 9.**—El personal de la Misión desempeñará tales deberes como se convenga entre el Secretario de Estado de las Fuerzas Armadas y el Jefe de la Misión, excepto que aquellos no tendrán funciones de mando.

**ARTICULO 10.**—En el desempeño de sus deberes, los miembros de la Misión, serán responsables ante el Secretario de Estado de las Fuerzas Armadas solamente a través del Jefe de la Misión.

**ARTICULO 11.**—Cada miembro prestará servicios en la

the Mission with the rank he holds in the United States Navy and shall wear the uniform and insignia of the United States Navy but shall have precedence over all Dominican officers of the same rank.

Misión con el mismo grado que tenga en la Marina de Guerra de los Estados Unidos, y usará el uniforme y las insignias de la Marina de Guerra de los Estados Unidos, pero tendrá precedencia con relación a todos los oficiales dominicanos del mismo rango.

#### TITLE IV

##### *Privileges and Immunities*

ARTICLE 12.—Each member, in addition to the benefits provided for in the Agreement, shall be entitled to all benefits and privileges which the laws of the Dominican Republic and regulations of the Dominican Navy provide for Dominican officers and subordinate personnel of corresponding rank.

ARTICLE 13.—Members of the Mission and members of their families while stationed in the Dominican Republic shall, for their personal use, have the right to import and export under the provisions of the monetary laws of the Dominican Republic, possess and use currency of the United States of America and to possess and use the currency of the Dominican Republic.

ARTICLE 14.—The Government of the Dominican Republic shall recognize the validity of identification cards or drivers' licenses issued by

#### TITULO IV

##### *Privilegios e Inmunidades*

ARTICULO 12.—Cada miembro, además de los beneficios estipulados en el Acuerdo, tendrá derecho a todos los beneficios y privilegios concedidos por las leyes de la República Dominicana y por los reglamentos de la Marina de Guerra dominicana a los Oficiales dominicanos y al personal subordinado del grado correspondiente.

ARTICULO 13.—Los miembros de la Misión y los miembros de sus familias, mientras permanezcan en la República Dominicana tendrán derecho, para su uso personal, de importar y exportar dentro de las estipulaciones de las leyes monetarias de la República Dominicana, poseer y usar dinero de los Estados Unidos de América; y a poseer y a usar dinero de la República Dominicana.

ARTICULO 14.—El Gobierno de la República Dominicana reconocerá la validez de la Tarjeta de Identificación y la Licencia para conducir vehículos

United States military or civilian authorities, including in the case of drivers' licenses the validity of a license issued by one of the states of the United States of America, and shall, without cost or examination, issue the member of the Mission and members of his family corresponding Dominican identification cards and drivers' licenses.

ARTICLE 15.—Members of the Mission and members of their families shall be exempt from requirements of the Government of the Dominican Republic with respect to registration, customs and immigration procedures.

ARTICLE 16.—Mission members shall be immune from the civil jurisdiction of Dominican courts for acts or omissions arising out of the performance of their official duties. Settlement of claims of residents of the Dominican Republic arising out of such acts or omissions of members of the Mission, whether the claim is processed and paid by the Government of the United States of America or by the Government of the Dominican Republic shall, when paid, operate as a complete release to the Government of the United States of America, the Government of the Dominican Republic and to the Mission member concerned from liability for damages arising out

expedidos por las autoridades civiles o militares de los Estados Unidos, incluyendo, en el caso de la licencia para conducir vehículos, la validez de una licencia expedida por uno de los Estados de los Estados Unidos de América, y sin costo o examen, expedirá al miembro de la Misión y miembros de su familia tarjeta de identificación y la licencia para conducir vehículos en la República Dominicana, correspondientes.

ARTICULO 15.—Los miembros de la Misión y miembros de sus familias, estarán exentos de los requisitos del Gobierno de la República Dominicana con respecto a registros, aduanas e inmigración.

ARTICULO 16.—Los miembros de la Misión serán inmunes a la jurisdicción civil de los tribunales dominicanos por los actos u omisiones ocasionados por el cumplimiento de sus deberes oficiales.

El arreglo de las reclamaciones de los residentes en la República Dominicana que surjan de tales actos u omisiones de los miembros de la Misión, ya sea que la reclamación sea iniciada y pagada por el Gobierno de los Estados Unidos de América o por el Gobierno de la República Dominicana, cuando sea pagada, servirá de completo descargo, para el Gobierno de los Estados Unidos de América, el Gobierno de la República Dominicana y el miembro de la

of such acts or omissions. Determination as to whether an act or omission arose out of the performance of official duties shall be made jointly by the Secretary of State of the Armed Forces and the Chief of Mission.

**ARTICLE 17.**—The personnel of the Mission and the members of their families shall be governed by the disciplinary regulations of the United States Armed Forces. United States naval authorities shall take appropriate disciplinary action with respect to all offenses committed by such personnel and upon the request of the Government of the Dominican Republic shall remove such personnel from the Dominican Republic.

**ARTICLE 18.**—Mission members and members of their families shall not be subject to any tax or assessments now or hereafter in effect, of the Government of the Dominican Republic or of any of its political or administrative subdivisions.

**ARTICLE 19.**—The 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 import taxes, custum duties, inspec-

Misión interesado, de la responsabilidad por los daños ocasionados por dichos actos u omisiones. La determinación de si un acto u omisión se produjo durante la realización de servicios oficiales se realizará conjuntamente por el Secretario de Estado de las Fuerzas Armadas y el Jefe de la Misión.

**ARTICULO 17.**—El personal de la Misión y los miembros de sus familias se regirán por las regulaciones disciplinarias de las Fuerzas Armadas de los Estados Unidos. Las autoridades navales de los Estados Unidos tomarán acción disciplinaria apropiada con respecto a todas las ofensas cometidas por tal personal, y a requerimiento del Gobierno de la República Dominicana trasladará ese personal de la República Dominicana.

**ARTICULO 18.**—Los miembros de la Misión y los miembros de sus familias no estarán sujetos a ningún impuesto o contribución actuales o que puedan ser puestos en vigor por el Gobierno de la República Dominicana o cualquiera de sus subdivisiones políticas o administrativas.

**ARTICULO 19.**—Los ajuares domésticos, equipaje y automóviles de los miembros de la Misión, así como los artículos importados por miembros de la Misión para su uso personal y para uso de los miembros de sus familias, o para uso oficial de la Misión, estarán exentos de impuestos de importación, dere-

tions and restrictions of any kind by the Government of the Dominican Republic and allowed free entry and egress upon request of the Chief of Mission. The rights and privileges accorded under this Article shall in general be the same as those accorded diplomatic personnel of the United States Embassy in the Dominican Republic.

#### TITLE V

##### *Compensation, Transportation and Other Expenses*

ARTICLE 20.—a) The members of the Mission shall receive from the Government of the Dominican Republic such 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 Dominican Republic.

b) 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 Dominican currency and when so paid shall be computed at the rate of exchange most favorable to the Mission member on the date on which due.

c) In conformity with the provisions of Article 18, the

chos de aduanas, inspección y restricciones de cualquier clase por el Gobierno de la República Dominicana, y se permitirá entrada y salida libre a requerimiento del Jefe de la Misión. Los derechos y privilegios acordados bajo este Artículo, serán en general, los mismos que aquellos acordados al personal diplomático de la Embajada de los Estados Unidos en la República Dominicana.

#### TITULO V

##### *Compensación, Transporte y Otros Gastos*

ARTICULO 20.—a) Los miembros de la Misión recibirán del Gobierno de la República Dominicana, tal compensación anual expresada en moneda de los Estados Unidos como sea establecida por convenio entre el Gobierno de los Estados Unidos de América y el Gobierno de la República Dominicana.

b) Esta compensación será pagada en (12) plazos mensuales iguales, pagaderos dentro de los primeros (5) días del próximo mes a partir de la fecha en que se cumple el mes adeudado. Los pagos podrán ser hechos en moneda dominicana, y cuando se pague así será computado al tipo de cambio más favorable para el miembro de la Misión en la fecha de vencimiento del mes.

c) De conformidad con las estipulaciones del Artículo 18,

compensation provided for in this Article shall not be subject to any tax of the Government of the Dominican Republic or of any of its political or administrative subdivisions.

d) The compensation provided for in this Article shall commence upon the date of departure of the Mission member from the port of embarkation in the United States of America and, except as otherwise expressly provided in this Agreement, shall cease upon the date of arrival of the Mission member at the port of disembarkation in the United States of America. All compensation due the Mission member shall be paid prior to his departure from the Dominican Republic.

ARTICLE 21.—Each member of the Mission and his family shall be furnished by the Government of the Dominican Republic with first-class accommodation for travel, via the shortest usually traveled water route, required and performed under this Agreement, between the port of embarkation in the United States of America and his official residence in the Dominican Republic, both for the outward and the return trip. The Government of the Dominican Republic shall also pay all expenses of shipment of household effects, baggage, and automobile of each member of the Mission between the port

la compensación prevista en este Artículo no estará sujeta a ningún impuesto del Gobierno de la República Dominicana o de cualquiera de sus subdivisiones políticas o administrativas.

d) La compensación prevista en este Artículo comenzará en la fecha de salida del miembro de la Misión del puerto de embarco en los Estados Unidos de América, y, excepto donde se prevé expresamente lo contrario en este Convenio, cesará en la fecha de arribo del miembro de la Misión al Puerto de desembarco en los Estados Unidos de América. Toda compensación adeudada al miembro de la Misión se pagará antes de su partida de la República Dominicana.

ARTICULO 21.—Cada miembro de la Misión y su familia será provisto por el Gobierno de la República Dominicana con pasaje de primera clase para viajar por la vía marítima usual más corta, requerida y llevada a cabo por este Convenio, entre el puerto de embarco en los Estados Unidos de América y su residencia oficial en la República Dominicana, tanto en el viaje de ingreso como de regreso. El Gobierno dominicano también pagará todos los gastos de embarque de los ajuaires domésticos, equipaje y automóvil de cada miembro de la Misión, entre el puerto de embarque en los Estados Unidos de América

of embarkation in the United States of America and his official residence in the Dominican Republic, as well as all expenses of packing, crating, drayage and transportation of such household effects, baggage, and automobile from the Dominican Republic to the port of entry in the United States of America. Transportation of such household effects, baggage, and automobile shall be effected in one shipment, and all subsequent shipments shall be at the expense of the member of the Mission, except as otherwise provided in this Agreement, or by mutual agreement when such shipments are necessitated by circumstances beyond his control.

ARTICLE 22.—Detailed arrangements for payment of transportation expenses provided for by the preceding Article in the case of temporary personnel who may join the Mission pursuant to the provisions of Article 6 shall be determined by negotiation between the Department of the Navy and the Secretariat of State of the Armed Forces at the time the details for the assignment of such personnel for temporary duty may be agreed upon.

ARTICLE 23.—a) Should the services of any member of the Mission be terminated by the Government of the United States of America for any reason whatsoever prior to com-

y su residencia oficial en la República Dominicana, así como todos los gastos de embalaje, acáreos y transporte de dichos ajuaires domésticos, equipaje y automóvil desde la República Dominicana al Puerto de entrada en los Estados Unidos de América. La transportación de tales efectos domésticos, equipaje y automóvil se efectuará en un solo embarque, y todo embarque subsecuente se hará a expensas del miembro de la Misión, excepto que lo contrario sea previsto en este Convenio o por acuerdo mutuo cuando tales embarques sean necesarios por circunstancias fuera de su control.

ARTICULO 22.—Arreglos detallados para el pago de transporte previsto en el Artículo precedente en el caso de personal temporal que se unan a la Misión conforme a las estipulaciones del Artículo 6, serán determinados por negociaciones entre la Secretaría de Estado de las Fuerzas Armadas y el Departamento de la Marina de Guerra, en la fecha que los detalles de asignación de tal personal para servicio temporal sean convenidos.

ARTICULO 23.—a) Si el Gobierno de los Estados Unidos de América le pusiera fin a los servicios de un miembro de la Misión por una razón cualquiera, aun antes de comple-

pletion of two years service as a member of the Mission, the cost of return to the United States of America of such member, his family, baggage and household goods shall be borne by the Government of the United States of America. Similar expenses connected with furnishing a replacement shall be borne by the Government of the United States of America.

b) If, at the request of the Government of the Dominican Republic, any member of the Mission is recalled, all expenses connected with his return to the United States of America shall be borne by the Government of the Dominican Republic. If such Mission member is replaced, the expenses connected with transporting the replacement to his residence in the Dominican Republic shall be borne by the Government of the Dominican Republic.

ARTICLE 24.—If any member of the Mission, or any member of his family, should die while assigned to the Mission, the Government of the Dominican Republic shall have the body transported to such place in the United States of America as the surviving members of the family may decide, or to the home of record in the United States of America, should the member and his family meet death in a common disaster. The cost to the Government of the Domini-

tarse los dos años de sus servicios como miembro de la Misión, el costo del regreso de dicho miembro, su familia, equipaje y ajuar doméstico a los Estados Unidos de América, será sufragado por el Gobierno de los Estados Unidos de América. Los gastos similares relacionados con el proveimiento de un sustituto correrán también por cuenta del Gobierno de los Estados Unidos de América.

b) Si a requerimiento del Gobierno de la República Dominicana un miembro de la Misión es retirado, todos los gastos relacionados con su regreso a los Estados Unidos de América correrán por cuenta del Gobierno de la República Dominicana. Si ese miembro es sustituido, los gastos relacionados con el transporte del sustituto a su residencia en la República Dominicana, serán cubiertos por el Gobierno de la República Dominicana.

ARTICULO 24.—Si cualquier miembro de la Misión, o cualquier miembro de su familia muriere mientras está asignado a la Misión, el Gobierno de la República Dominicana hará que el cadáver sea transportado a tal lugar de los Estados Unidos de América que decidan los miembros sobrevivientes de la familia, o al domicilio de los Estados Unidos de América si el miembro y su familia encontraren la muerte en un desastre común. El costo para

can Republic shall not exceed the cost of transporting the remains from the place of decease to New York City. Should the deceased be a member of the Mission, his services with the Mission shall be considered to have terminated fifteen (15) days after his death. Return transportation to the United States of America for the family of the deceased member and for their baggage, household effects, and automobile shall be provided as prescribed in Article 21. All compensation due the deceased member, including salary for fifteen (15) days subsequent to his death, and reimbursement for expenses due the deceased member in connection with travel performed on official business of the Government of the Dominican Republic shall, within 15 days of the demise of said member, be paid to any person who may have been designated in writing by the deceased while serving under the terms of this Agreement; or in the absence of such a designation, then to such person as may be authorized or prescribed by United States military law.

**ARTICLE 25.—Compensation for transportation and travel expense incurred during travel performed on official business of the Government of the Dominican Republic shall be provided by the Government of the Dominican Republic.**

el Gobierno de la República Dominicana no excederá al costo de transportar los restos desde el lugar del deceso a la Ciudad de Nueva York. Si el difunto fuere un miembro de la Misión, se considerarán sus servicios con la Misión como habiendo terminado (15) días después de muerto; transportación del regreso a los Estados Unidos de América de la familia del difunto, su equipaje, efectos domésticos y su automóvil serán provistos, según se prescribe en el Artículo 21. Toda compensación debida al miembro muerto, incluyendo salario por (15) días subsecuentes a su muerte, el reembolso por gastos debidos al difunto en conexión con viajes efectuados en asuntos oficiales del Gobierno de la República Dominicana serán, dentro de (15) días del fallecimiento de tal miembro, pagados a cualquier persona que hubiere sido designada por escrito por el difunto mientras servía bajo los términos de este Convenio, o en ausencia de tal designación, entonces a tal persona como fuere autorizada o prescrita por la Ley Militar de los Estados Unidos.

**ARTICULO 25.—Compensación por los gastos de transporte y viaje incurridos durante viajes efectuados en asuntos oficiales del Gobierno de la República Dominicana, será provista por el Gobierno de la República Dominicana.**

**ARTICLE 26.**—The Government of the Dominican Republic shall provide the Chief of Mission with a suitable automobile with chauffeur for use on official business. Suitable motor transportation with chauffeur, and when necessary an airplane, or a launch, properly equipped, shall on call be made available by the Government of the Dominican Republic for use by the members of the Mission for the conduct of the official business of the Mission.

**ARTICLE 27.**—The Government of the Dominican Republic shall, at its expense, provide suitable office space and facilities for the use of the members of the Mission.

**ARTICLE 28.—a)** Each member of the Mission shall be entitled annually to one month's leave with pay or to a proportional part thereof with pay for any fractional part of a year. Unused portions of said leave shall be cumulative from year to year during service as a member of the Mission.

**b)** The leave may be spent in the Dominican Republic, in the United States of America, or in any other country, but the expense of travel and transportation not otherwise provided for in this Agreement shall be borne by the member of the Mission taking such leave. Travel time in connection with leave shall count as leave and

**ARTICULO 26.**—El Gobierno de la República Dominicana proveerá al Jefe de la Misión con un automóvil adecuado, con chófer, para uso en asuntos oficiales. Transportación automóvil con chófer, un avión o una lancha debidamente equipados será, al ser requerido cuando sea necesario en determinado servicio, otorgado por el Gobierno de la República Dominicana para uso de los miembros de la Misión en la conducción de asuntos oficiales de la Misión.

**ARTICULO 27.**—El Gobierno de la República Dominicana proveerá a sus expensas, espacios de oficinas adecuadas y facilidades para uso de los miembros de la Misión.

**ARTICULO 28.—a)** Cada miembro de la Misión tendrá derecho anualmente a un mes de licencia con paga, o a una parte proporcional de la misma con paga para cualquier parte fraccional de un año. Las porciones no usadas de dichas licencias serán acumulativas de año en año, durante su servicio como miembro de la Misión.

**b)** La licencia podrá ser disfrutada en la República Dominicana, en los Estados Unidos de América, o en cualquier otro país; pero, los gastos de viaje y transporte no previstos de otro modo en este Convenio serán sufragados por el miembro de la Misión que disfrute de esta licencia. El tiempo de viaje en conexión con licencia contará

shall not be in addition to the time authorized in this Article.

c) The Government of the Dominican Republic agrees to grant the leave specified in this Article upon receipt of written application approved by the Chief of Mission with due consideration for the convenience of the Government of the Dominican Republic.

d) The Mission member shall be entitled, at the end of his tour of service and prior to his departure from the Dominican Republic to payment for any unused leave at the rate of compensation agreed to under Article 20.

ARTICLE 29.—The Government of the Dominican Republic shall provide at its expense suitable medical and dental attention to members of the Mission and their families. In case a member of the Mission becomes ill or suffers injury, he shall be placed in such hospital, receive the attention of such doctors or obtain medicines at such pharmacies as may have been mutually agreed to in advance, for regular use, by the Secretary of State of the Armed Forces and the Chief of Mission. All expenses incurred as the result of such illness or injury while the patient is a member of the Mission and remains in the Dominican Republic shall be paid by the Government of the

como licencia y no será en adición al tiempo autorizado en este Artículo.

c) El Gobierno de la República Dominicana acuerda conceder la licencia especificada en este Artículo, al recibo de solicitud escrita aprobada por el Jefe de la Misión con debida consideración a la conveniencia del Gobierno de la República Dominicana.

d) El miembro de la Misión tendrá derecho al fin de su término de servicio y antes de su partida de la República Dominicana, al pago de las licencias no utilizadas al tipo de compensación convenido en el Artículo 20.

ARTICULO 29.—El Gobierno de la República Dominicana proveerá, a sus expensas, atención médica y dental adecuada a los miembros de la Misión y a sus familiares. En caso de que un miembro de la Misión enferme o se damnifique, será colocado en tal hospital, recibirá la atención de tales doctores u obtendrá medicinas en tales farmacias, para su uso regular, como se haya acordado mutuamente con antelación, entre el Secretario de Estado de las Fuerzas Armadas y el Jefe de la Misión. Todos los gastos en que se incurra como resultado de tal enfermedad o damnificación, mientras el paciente sea un miembro de la Misión y permanezca en la República Do-

Dominican Republic. If the hospitalized member is a commissioned officer, he shall pay his cost of subsistence, but if he is a noncommissioned officer, the cost of subsistence shall be paid by the Government of the Dominican Republic. Families shall enjoy the same privileges as provided 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.

minicana, serán pagados por el Gobierno de la República Dominicana. Si el miembro hospitalizado de la Misión es un Oficial en comisión, él pagará el costo de su subsistencia; pero si él es un Sub-Oficial (Clase) el costo de subsistencia será pagado por el Gobierno de la República Dominicana. Las familias disfrutarán los mismos privilegios previstos para los miembros de la Misión, excepto que el miembro de la Misión en todos los casos deberá pagar el costo de subsistencias incidentes a la hospitalización de un miembro de su familia.

#### TITLE VI

##### *Requisites and Conditions*

ARTICLE 30.—Any member of the Mission unable to perform his duties with the Mission by reason of long-continued physical disability shall be replaced.

ARTICLE 31.—So long as this Agreement is in effect the Government of the Dominican Republic shall not engage or accept the service of any personnel of any other foreign government nor of any individual who is not a citizen of the Dominican Republic for duties of any nature connected with the Dominican Republic Navy except by prior mutual agreement between the Government of the United States of America and the

#### TITULO VI

##### *Requisitos y Condiciones*

ARTICULO 30.—Cualquier miembro de la Misión incapaz de llevar a cabo sus deberes con la Misión por razón de inhabilidad física de larga duración, será reemplazado.

ARTICULO 31.—Mientras este Acuerdo esté en vigor, el Gobierno de la República Dominicana no tomará o aceptará los servicios de ningún otro personal, o de cualquier otro país extranjero o de cualquier individuo que no sea ciudadano de la República Dominicana para prestar servicios de cualquier naturaleza relacionados con la Marina de Guerra Dominicana, excepto en el caso de que exista un acuerdo previo entre el

Government of the Dominican Republic.

ARTICLE 32.—Each member of the Mission shall agree not to divulge or in any way disclose any confidential or secret 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 services with the Mission and after the termination of this Agreement.

ARTICLE 33.—It is understood that the personnel of the Armed Forces of the United States of America to be stationed within the Dominican Republic under this Agreement, do not and will not comprise any combat forces.

## TITLE VII

### *Nonaccredited Personnel*

ARTICLE 34.—In addition to the accredited personnel prescribed in Articles 4, 5 and 6, the Department of the Navy may assign such nonaccredited personnel as may be required to maintain and operate the aircraft, if assigned, and other equipment which may be assigned to the Mission. The following Articles only shall apply to such nonaccredited personnel: All of Title IV and Article 32.

Gobierno de los Estados Unidos de América y el Gobierno de la República Dominicana.

ARTICULO 32.—Cada miembro de la Misión deberá convenir en no divulgar o en cualquier forma dar a conocer cualquier asunto confidencial o secreto, de lo cual puede tener conocimiento en su capacidad como un miembro de la Misión. Este requisito continuará en vigor después de terminados los servicios con la Misión, y después de terminado este Convenio.

ARTICULO 33.—Se tiene entendido que, el personal de las Fuerzas Armadas de los Estados Unidos de América que se encuentre estacionado en la República Dominicana, en virtud del presente Convenio, no comprende, ni comprenderá, fuerzas de combate.

## TITULO VII

### *Personal No Acreditado*

ARTICULO 34.—Además del personal acreditado prescrito en los artículos 4, 5 y 6, el Departamento de la Marina de Guerra podrá asignar tal personal no acreditado como sea requerido para mantener y operar el avión si se asigna, y otro equipo que pudiera ser asignado a la Misión.

Los artículos siguientes solamente, se aplicarán a tal personal no acreditado: El Título IV completo, y el Artículo 32.

IN WITNESS WHEREOF, the undersigned, William T Pheiffer, Ambassador Extraordinary and Plenipotentiary of the United States of America at Ciudad Trujillo and Porfirio Herrera Báez, Secretary of State for Foreign Affairs and Worship of the Dominican Republic, duly authorized thereto, have signed this Agreement in duplicate, in the English and Spanish languages at Ciudad Trujillo, this seventh day of December 1956.

Wm. T PHEIFFER

PORFIRIO HERRERA BÁEZ

EN FE DE LO CUAL, los suscritos, William T Pheiffer, Embajador Extraordinario y Plenipotenciario de los Estados Unidos de América en Ciudad Trujillo, y Porfirio Herrera Báez, Secretario de Estado de Relaciones Exteriores y Culto de la República Dominicana, debidamente autorizados para ello, han firmado el presente Convenio en duplicado, en Inglés y Castellano, en Ciudad Trujillo, a los siete días del mes de diciembre de 1956.

Wm. T PHEIFFER

PORFIRIO HERRERA BÁEZ

[SEAL]

# FINLAND

United States Educational Foundation

*Agreement amending the agreement of July 2, 1952.*

*Effectuated by exchange of notes*

*Signed at Helsinki November 30, 1956;*

*Entered into force November 30, 1956.*

---

*The American Ambassador to the Finnish Acting Minister for  
Foreign Affairs*

THE FOREIGN SERVICE  
OF THE  
UNITED STATES OF AMERICA

AMERICAN EMBASSY,  
Helsinki, November 30, 1956.

No. 105

EXCELLENCY:

I have the honor to refer to the agreement between the United States of America and Finland dated July 2, 1952, for financing certain educational activities in the two countries.

TIAS 2555.  
3 UST, pt. 3, p. 4126.

The funds to carry out the program provided for in the agreement will become exhausted in 1957. Therefore it is desirable that provision be made to continue to finance the program. In view of the provision in the Surplus Agricultural Commodities Agreement between the United States and Finland signed May 6, 1955, making Finnmarks accruing thereunder available for international educational exchange activities, among other things, it is the desire of the Government of the United States of America to use a portion of such funds for the purpose of the agreement of July 2, 1952.

TIAS 3248.  
6 UST 1103.

I have the honor to refer also to recent conversations between representatives of our two governments on the same subject and to confirm the understanding reached that the agreement of July 2, 1952, shall be modified as follows to accomplish this objective:

1. Add a further paragraph to the preamble as follows:

"Considering that the remaining funds to be made available under the present agreement will not provide for the continuation

of the program beyond 1957, and that the Government of the United States of America and the Government of Finland desire to continue the program with such funds in the currency of Finland as may become available for expenditure by the United States for such purposes."

2. The first sentence of Article 1 is modified to read as follows:

"There shall be established a Foundation to be known as the United States Educational Foundation in Finland (hereinafter designated 'the Foundation'), which shall be recognized by the Government of the United States of America and the Government of Finland as an organization created and established to facilitate the administration of an educational program to be financed by funds made available to the Foundation by the Government of the United States of America from currency of Finland held or available for expenditures by the United States for such purpose."

3. Article 8 is amended by the insertion of a new paragraph, following the second paragraph, as follows:

"In addition to the funds provided for in paragraph one above, currency of Finland accruing to the Government of the United States of America as a consequence of sales made pursuant to the Surplus Agricultural Commodities Agreement dated May 6, 1955 (hereinafter referred to as the 'Commodities Agreement'), may be used for purposes of this agreement in accordance with sub-section 1 (i), Article II of the Commodities Agreement, up to an aggregate amount of 57,500,000 Finnmarks to extend the educational exchange program for an additional period. The provisions of paragraph two of Article 8 shall continue to be applicable with respect to the funds provided for in paragraph one of such Article."

Upon receipt of a note from Your Excellency indicating that the foregoing provisions are acceptable to the Government of Finland, 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.

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

JOHN D. HICKERSON

His Excellency

JOHANNES VIROLAINEN,

*Acting Minister for Foreign Affairs of Finland.*

*The Finnish Acting Minister for Foreign Affairs to the American  
Ambassador*

MINISTÈRE DES AFFAIRES ÉTRANGÈRES  
DE FINLANDE

HELSINKI, November 30, 1956.

YOUR EXCELLENCY,

I have the honour to acknowledge receipt of Your Note of todays date, which reads as follows:

"I have the honor to refer to the agreement between the United States of America and Finland dated July 2, 1952, for financing certain educational activities in the two countries.

The funds to carry out the program provided for in the agreement will become exhausted in 1957. Therefore it is desirable that provision be made to continue to finance the program. In view of the provision in the Surplus Agricultural Commodities Agreement between the United States and Finland signed May 6, 1955, making Finnmarks accruing thereunder available for international educational exchange activities, among other things, it is the desire of the Government of the United States of America to use a portion of such funds for the purpose of the agreement of July 2, 1952.

I have the honor to refer also to recent conversations between representatives of our two governments on the same subject and to confirm the understanding reached that the agreement of July 2, 1952 shall be modified as follows to accomplish this objective:

1. Add a further paragraph to the preamble as follows:

"Considering that the remainig funds to be made available under the present agreement will not provide for the continuation of the program beyond 1957, and that the Government of the United States of America and the Government of Finland desire to continue the program with such funds in the currency of Finland as may become available for expenditure by the United States for such purposes."

2. The first sentence of Article 1 is modified to read as follows:

"There shall be established a Foundation to be known as the United States Educational Foundation in Finland (hereinafter designated 'the Foundation'), which shall be recognized by the Government of the United States of America and the Government of Finland as an organization created and established to

facilitate the administration of an educational program to be financed by funds made available to the Foundation by the Government of the United States of America from currency of Finland held or available for expenditures by the United States for such purpose."

3. Article 8 is amended by the insertion of a new paragraph, following the second paragraph, as follows:

"In addition to the funds provided for in paragraph one above, currency of Finland accruing to the Government of the United States of America as a consequence of sales made pursuant to the Surplus Agricultural Commodities Agreement dated May 6, 1955 (hereinafter referred to as the 'Commodities Agreement'), may be used for purposes of this agreement in accordance with sub-section 1 (i), Article II of the Commodities Agreement, up to an aggregate amount of 57,500,000 Finnmarks to extend the educational exchange program for an additional period. The provisions of paragraph two of Article 8 shall continue to be applicable with respect to the funds provided for in paragraph one of such Article."

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

In reply I have the honour to inform you that the Government of Finland accept Your Excellency's proposals and agree that your Note together with this reply shall constitute an Agreement between our two Governments in this matter.

Accept, Excellency, the assurances of my highest consideration.

JOHANNES VIROLAINEN.

His Excellency

Mr. JOHN D. HICKERSSON,  
*Ambassador of the United States of America,*  
*Helsinki.*

JAPAN  
Agricultural Commodities

*Agreement effected by exchange of notes  
Signed at Tokyo November 30, 1956;  
Entered into force November 30, 1956.*

に提案いたします。

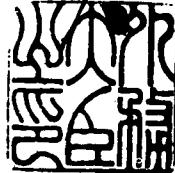
アメリカ合衆国政府が前記の提案を受諾されるとときは、この書簡及び受諾を表明される貴下の返簡は、前記の交換公文に定める了解を補足するための両政府間の合意であつて貴下の返簡の日付の日に効力を生ずるものと構成するものと認めます。

本大臣は、以上を申し進めるに際し、ここに貴下に向つて敬意を表します。

昭和三十一年十一月三十日

日本国外務大臣

立光義



日本國駐在アメリカ合衆國臨時代理大使

アウターブリッジ・ホール貴下

*The Japanese Minister for Foreign Affairs to the American Chargé d'Affaires ad interim [1]*

書簡をもつて啓上いたします。本大臣は、千九百五十六年二月十日に東京で署名された農産物に関する日本国とアメリカ合衆国との間の協定に関する両国政府間の了解を掲げた日本国駐在アメリカ合衆国特命全権大使ジョン・M・アリソン閣下と本大臣との間の同日付の交換公文に言及いたします。同交換公文の5は、その中で、日本国政府が、協定第五条に定める借款の資金を相互に合意される目的の範囲内のその他の経済開発計画のために使用することを定めています。

日本国政府は、前記の借款の資金の一部を食料品卸売市場の施設を整備する計画のために使用することが望ましいことにかんがみ、「食料品卸売市場施設の整備及びそれに関連する事業」が前記の5の(5)にいう目的の範囲の一つとして取り扱われることをこ

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<sup>1</sup> The English translation of the note is quoted in the United States note; *post*, p. 3262.

*The American Chargé d'Affaires ad interim to the Japanese Minister  
for Foreign Affairs*

THE FOREIGN SERVICE  
OF THE  
UNITED STATES OF AMERICA

AMERICAN EMBASSY  
*Tokyo, November 30, 1956.*

No. 986

EXCELLENCY:

I have the honor to acknowledge the receipt of Your Excellency's Note of November 30, 1956, the English translation of which reads as follows:

"I have the pleasure of referring to the exchange of notes effected between His Excellency John M. Allison, Ambassador Extraordinary and Plenipotentiary of the United States of America to Japan, and myself on February 10, 1956 which set forth the understandings reached between our two Governments concerning the Agreement on Agricultural Commodities between Japan and the United States of America signed at Tokyo on the same day. Paragraph 5 of the said notes provides, *inter alia*, that the loan funds referred to in Article V of the Agreement will be used by the Government of Japan for other economic development projects under categories to be mutually agreed.

"In view of the desirability of using a part of the above-mentioned loan funds for a project to improve wholesale food marketing facilities, the Government of Japan hereby proposes that 'Improvement of wholesale food marketing facilities and incidental works' be treated as falling under one of the categories referred to in item (5) of the said paragraph 5.

"If the proposal made herein is acceptable to the Government of the United States of America, this Note and your reply indicating such acceptance shall be considered as constituting an agreement, effective on the date of your Note in reply, between our two Governments supplementing the understandings set forth in the afore-mentioned exchange of notes."

I have the honor to inform Your Excellency that the Government of the United States of America accepts the above proposal of the Government of Japan and to confirm that Your Excellency's

TIAS 3580.  
*Ante*, p. 972.

Note and this reply are considered as constituting an agreement between the two Governments effective on this date.

Accept, Excellency, the assurances of my highest consideration.

OUTERBRIDGE HORSEY

*Chargeé d'Affaires*

*ad interim*

His Excellency

MAMORU SHIGEMITSU,

*Minister for Foreign Affairs,*

*Tokyo.*



# PAKISTAN

## Surplus Agricultural Commodities

*Agreement amending the agreement of August 7, 1956, as amended.*

*Effectuated by exchange of letters*

*Signed at Karachi December 3, 1956;*

*Entered into force December 3, 1956.*

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*The American Ambassador to the Pakistani Minister of Finance*

AMERICAN EMBASSY  
KARACHI, PAKISTAN  
December 3, 1956

MY DEAR MR. MINISTER:

I have the honor to refer to the Agricultural Commodities Agreement entered into by our two Governments on August 7, 1956, as amended by the exchange of notes of September 7, 1956, providing for financing certain agricultural commodities.

TIAS 3621, 3639.  
*Ante*, pp. 2229, 2505.

I have the honor to propose that the Agreement of August 7, 1956 be amended by changing the list of commodities in paragraph 3 of Article I as follows: increase wheat from \$11.8 million to \$25.5 million; increase rice from \$18.1 million to \$25.0 million; increase ocean transportation from \$7.4 million to \$12.4 million; and increase the total from \$48.8 million to \$74.4 million.

I also have the honor to propose that paragraph 1 (a) of Article II be amended to read in part as follows: ". . . . under subsections (a), (f), (h), and (i) of Section 104 of the Act", and that the \$9.6 million be amended to \$13.9 million; in paragraph 1 (b) of Article II the \$31.8 million be amended to \$48.4 million; in paragraph 1 (c) Article II the \$7.4 million be amended to \$11.1 million; and in the last sentence of paragraph 1 (c) Article II the \$1.7 million be amended to \$2.5 million; and that a new sub-paragraph 1 (d) of Article II be added to read as follows: "To provide assistance of the types provided for under subsection 104 (j) of the Act, the Pakistan rupee equivalent of \$1.0 million."

I also have the honor to propose that of the \$13.9 million in paragraph 1 (a) of Article II of the Agreement an amount not

to exceed the Pakistan rupee equivalent of \$50,000 may be converted into other currencies upon request of the Government of the United States of America. This facility is requested for the purpose of having funds to pay for international transportation of United States and other personnel engaged in agricultural marketing development activities and supplies and equipment for such purposes.

If you concur in the foregoing, this note and your reply thereto will constitute an agreement between our two Governments effective on the date of your note in reply.

Sincerely yours,

HORACE A. HILDRETH  
*Ambassador*

The Honorable SYED AMJAD ALI,  
*Minister of Finance,*  
*Government of Pakistan,*  
*Karachi.*

*The Pakistani Minister of Finance to the American Ambassador*

**MINISTER OF FINANCE  
GOVERNMENT OF PAKISTAN**

No. 2 (10)-FA (US)/56

Karachi the 3rd Dec: 1956.

DEAR MR. AMBASSADOR,

I have the honour to acknowledge the receipt of your letter dated 3rd December, 1956, and to state that the proposals made therein are concurred in by the Government of Pakistan.

2. We agree that your letter dated 3rd December, 1956, and this letter may be deemed to constitute an agreement between our two Governments.

3. It is requested that the gratitude of the Government of Pakistan may be conveyed to your Government for this and other generous aid which Pakistan has been receiving from the U. S. A.

Yours sincerely,

S. AMJAD ALI

His Excellency

Mr. HORACE A. HILBRETH:

*Ambassador for the United States of America,  
Karachi:*

# UNION OF BURMA

## Surplus Agricultural Commodities

*Agreement amending the agreement of February 8, 1956, as amended.*

*Effectuated by exchange of notes*

*Signed at Rangoon December 4, 1956;*

*Entered into force December 4, 1956.*

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*The American Ambassador to the Burmese Deputy Prime Minister  
and Minister for Foreign Affairs*

AMERICAN EMBASSY  
RANGOON, BURMA  
December 4, 1956

MR. MINISTER:

I have the honor to refer to the "Agricultural Commodities Agreement between the United States of America and the Union of Burma under Title I, Agricultural Trade Development and Assistance Act, as Amended" signed at Rangoon on February 8, 1956, which it is proposed shall be amended as follows:

68 Stat. 455.  
7 U.S.C. §§ 1701-  
1709.

TIAS 3498.  
*Ante*, p. 219.

Article II, paragraph 1, is amended to read:

"1. The two Governments agree that Burmese currency accruing to the Government of the United States of America as a consequence of sales made pursuant to this Agreement shall be used by the Government of the United States of America for the following purposes in the amounts shown:

"(a) for United States expenditures under subsections a, b, d, f and h of Section 104 of the Act, the equivalent of \$4,400,000 (Four Million Four Hundred Thousand dollars) in the currency of the Union of Burma;

"(b) for loans to the Government of the Union of Burma to promote economic development of the Union of Burma under subsection g of Section 104 of the Act, the equivalent of \$17,300,000 (Seventeen Million Three Hundred Thousand dollars) in the currency of the Union of Burma, subject to a supplemental Agreement between the two Governments. In the event that local currency proceeds set aside for loans to the Government of the Union of Burma are not advanced within three years from the

date of entry into force of the amendment to this paragraph as the result of failure of the two Governments to reach agreement on the uses of the currency of the Union of Burma for loan purposes or for any other purpose, the Government of the United States of America may use the Burmese currency for those purposes authorized by Section 104 as stipulated in (a) above."

Upon receipt of a note from you indicating that the foregoing provisions are acceptable to the Government of the Union of Burma, I have the honor to propose that this note and your reply to that effect shall constitute an Agreement between our two Governments upon this subject, the Agreement to enter into force on the date of your note in reply.

Accept, Mr. Minister, the renewed assurances of my highest consideration.

JOSEPH C. SATTERTHWAITE

The Honorable

Sao HKUN HKIO

*Deputy Prime Minister and  
Minister for Foreign Affairs  
Rangoon*

*The Burmese Deputy Prime Minister and Minister for Foreign Affairs to the American Ambassador*

FOREIGN OFFICE  
RANGOON  
4th December 1956

YOUR EXCELLENCY,

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

"I have the honour to refer to the 'Agricultural Commodities Agreement between the United States of America and the Union of Burma under Title I, Agricultural Trade Development and Assistance Act, as Amended' signed at Rangoon on February 8, 1956, which it is proposed shall be amended as follows:

Article II, paragraph 1, is amended to read:

'1. The two Governments agree that Burmese currency accruing to the Government of the United States of America as a consequence of sales made pursuant to this Agreement shall be used by the Government of the United States of America for the following purposes in the amounts shown:

'(a) for United States expenditures under subsections a, b, d, f and h of Section 104 of the Act, the equivalent of \$4,400,000 (four million four hundred thousand dollars) in the currency of the Union of Burma;

'(b) for loans to the Government of the Union of Burma to promote economic development of the Union of Burma under sub-section g of Section 104 of the Act, the equivalent of \$17,300,000 (seventeen million three hundred thousand dollars) in the currency of the Union of Burma, subject to a supplemental Agreement between the two Governments. In the event that local currency proceeds set aside for loans to the Government of the Union of Burma are not advanced within three years from the date of entry into force of the amendment to this paragraph as the result of failure of the two Governments to reach agreement on the uses of the currency of Burma for loan purposes or for any other purpose, the Government of the United States of America may use the Burmese currency for those purposes authorized by Section 104 as stipulated in (a) above.'

Upon receipt of a note from you indicating that the foregoing provisions are acceptable to the Government of the Union of Burma, I have the honor to propose that this note and your reply to that effect shall constitute an Agreement between our two Governments upon this subject, the Agreement to enter into force on the date of your note in reply."

I have the honour to inform you that the proposal is acceptable to my Government. Accordingly your note and the present reply will constitute an agreement between our two governments effective from to-day's date modifying the agreement of February 8, 1956 in the manner provided for therein.

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

Sao HKUN HKIO

(Sao Hkun Hkio)

*Deputy Prime Minister and Minister for  
Foreign Affairs.*

His Excellency Mr. JOSEPH C. SATTERTHWAITE,  
*Ambassador Extraordinary and Plenipotentiary*  
*of the United States of America,*  
*Rangoon.*



# CANADA

## Saint Lawrence Seaway: Deep-Water Dredging in Cornwall Island Channels

*Exchange of notes*

*Signed at Ottawa November 7 and December 4, 1956.*

*The American Ambassador to the Canadian Secretary of State for External Affairs*

THE FOREIGN SERVICE  
OF THE  
UNITED STATES OF AMERICA

UNITED STATES EMBASSY,  
OTTAWA, ONTARIO, CANADA,

*November 7, 1956.*

No. 128

SIR:

I have the honor to refer to the Department of State's aide memoire of April 21, 1956, [1] concerning the excavations in connection with the St. Lawrence Seaway in the Cornwall Island channels, and also to discussions which have recently taken place between representatives of our two Governments in which it was stated that your Government had decided to dredge the channel north of Cornwall Island to a depth suitable for deep-water navigation at the same time that the Seaway is dredged in the south channel.

The Government of the United States has given careful consideration to the situation which will exist if the Government of Canada proceeds to carry out its announced plan. While it believes that the proposed Canadian action is not in accord with the agreement which this Government entered into as a result of the enactment of PL-358, 83rd Congress (2nd Session) and with the other arrangements which have been made between our two Governments with respect to the St. Lawrence Seaway, the Government of the United States does not wish to delay the construction of the joint Seaway project, in which both Governments are mutually interested, and consequently it is bound by events to take cognizance of the *de facto* situation which is created

TIAS 3063.  
5 UST, pt. 2, p. 1784.  
68 Stat. 92.  
33 U.S.C. §§ 981-990.

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<sup>1</sup> Not printed.

by the decision of Canada to proceed with deep-water dredging in the channel north of Cornwall Island.

In the circumstances, the Government of the United States deems it important to record that the United States reserves all its rights to protect its interests in this matter.

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

LIVINGSTON T. MERCHANT

The Honorable

LESTER B. PEARSON,

*Secretary of State for External Affairs,*

*Ottawa, Ontario.*

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*The Canadian Secretary of State for External Affairs to the American Ambassador*

DEPARTMENT OF EXTERNAL AFFAIRS  
CANADA

No. 294

OTTAWA, December 4, 1956

EXCELLENCY:

I have the honour to refer to your Note No. 126 of November 7, 1956, and to recent consultations between representatives of our two Governments regarding excavations in the St. Lawrence River north and south of Cornwall Island.

The Canadian Government cannot accept the opinion of the United States Government that the Canadian decision to undertake twenty-seven foot excavations in the Cornwall north channel is not in accord with the exchange of notes of August 17, 1954, or other arrangements between the two countries. In its note of August 17, 1954, the Canadian Government declared its intention to complete twenty-seven foot navigation works on the Canadian side of the International Rapids Section, if and when it considered, after consulting your Government, that parallel facilities were required. The Canadian Government does not propose to complete parallel navigation facilities at Cornwall at an early date. However, it considers that the Canadian right to build such facilities, including twenty-seven foot excavations north of Cornwall Island, was reserved in the 1954 exchange of notes and in the other exchanges of notes and letters on the St. Lawrence projects, whereas these exchanges of notes and letters cover only by implication the navigation excavations in the south channel. Moreover, the north channel excavations will compensate for the south channel excavations and thus serve the purposes of the Boundary Waters Treaty.

TS 548.  
36 Stat. 2448.

TIAS 3708

Engineers of the two seaway entities met on July 18, 1956, and evolved plans for the excavations in both channels and for the apportionment between the two seaway entities of responsibility for the different parts of the work. The Canadian Government finds that these plans meet the requirements of the Boundary Waters Treaty, and accepts responsibility for the excavations in the north channel and a part of those in the south. The Government has accordingly directed that, as the Saint Lawrence Seaway Development Corporation proceeds with its excavations in the south channel, the St. Lawrence Seaway Authority should concurrently undertake the excavations assigned to it in the July 18 arrangements. It is understood that the two power entities will make a contribution to the costs of these excavations. As the plans envisage that each entity will undertake excavations in the territory of both countries, the Canadian Government is prepared to grant customs and immigration waivers on a reciprocal basis.

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

L B PEARSON  
*Secretary of State for External Affairs.*

His Excellency

LIVINGSTON T. MERCHANT,  
*Ambassador of the United States of America,*  
*Ottawa*



# MULTILATERAL

## International Wheat Agreement, 1956

*Formulated at the United Nations Wheat Conference April 25, 1956;  
Open for signature at Washington through May 18, 1956;*

*Ratification advised by the Senate of the United States of America  
July 11, 1956;*

*Ratified by the President of the United States of America July 13, 1956;  
Instrument of acceptance of the United States of America deposited at  
Washington July 16, 1956;*

*Proclaimed by the President of the United States of America December  
11, 1956;*

*Entered into force July 16, 1956, with respect to Parts 1, 3, 4, and 5;  
entered into force August 1, 1956, with respect to Part 2.*

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BY THE PRESIDENT OF THE UNITED STATES OF AMERICA

### A PROCLAMATION

WHEREAS the International Wheat Agreement, 1956, formulated at the United Nations Wheat Conference which concluded on April 25, 1956, was open for signature in Washington until and including May 18, 1956 and was signed by the respective Plenipotentiaries of the Government of the United States of America and the Governments of thirty-nine other countries;

WHEREAS the text of the said International Wheat Agreement, 1956, in the English, French, and Spanish languages, as certified by the Government of the United States of America, is word for word as follows:

## INTERNATIONAL WHEAT AGREEMENT, 1956

The Governments signatory to this Agreement,

Considering that the International Wheat Agreement which was opened for signature at Washington on 23 March 1949 was entered into in order to overcome the serious hardship caused to producers and consumers by burdensome surpluses and critical shortages of wheat, and

Considering that the 1949 Agreement was revised and renewed at Washington on 13 April 1953, and

Considering that it is desirable that the International Wheat Agreement be again renewed, with certain modifications, for a further period, and

Having decided to conclude for that purpose this Agreement revising and renewing the International Wheat Agreement,

Have agreed as follows:

### PART I—GENERAL

#### ARTICLE I

##### *Objectives*

The objectives of this Agreement are to assure supplies of wheat to importing countries and markets for wheat to exporting countries at equitable and stable prices.

#### ARTICLE II

##### *Definitions*

###### 1. For the purposes of this Agreement:

“Advisory Committee on Price Equivalents” means the Committee established under Article XV.

“Bushel” means 60 pounds avoirdupois or 27.2155 . . . kilogrammes.

“Carrying charges” means the costs incurred for storage, interest and insurance in holding wheat.

“C. and f.” means cost and freight.

“Council” means the International Wheat Council established by Article XIII.

“Crop-year” means the period from 1 August to 31 July, except that in Article VII it means in respect of Argentina and Australia the period from 1 December to 30 November, and in respect of the United States of America the period from 1 July to 30 June.

“Executive Committee” means the Committee established under Article XIV.

“Exporting country” means, as the context requires, either (i) the Government of a country listed in Annex B to Article III which has accepted or acceded to this Agreement and has not withdrawn therefrom, or (ii) that country itself and the territories in respect of which the rights and obligations of its Government under this Agreement apply.

“F. a. q.” means fair average quality.

“F. o. b.” means free on board ocean vessel and, in the case of

(i) French wheat delivered at a Rhine port, free on board river craft,

(ii) Swedish wheat, free on board sea-going vessel.

“Guaranteed quantity” means in relation to an importing country its guaranteed purchases for a crop-year and in relation to an exporting country its guaranteed sales for a crop-year.

“Importing country” means, as the context requires, either (i) the Government of a country listed in Annex A to Article III which has accepted or acceded to this Agreement and has not withdrawn therefrom, or (ii) that country itself and the territories in respect of which the rights and obligations of its Government under this Agreement apply.

“Marketing costs” means all usual charges incurred in marketing, chartering, and forwarding.

“Metric ton”, or 1,000 kilogrammes, means 36.74371 bushels.

“Old crop wheat” means wheat harvested more than two months prior to the beginning of the current crop-year of the exporting country concerned.

“Territory” in relation to an exporting or importing country includes any territory in respect of which the rights and obligations under this Agreement of the Government of that country apply under Article XXIII.

“Transaction” means a sale for import into an importing country of wheat exported or to be exported from an exporting country, or the quantity of such wheat so sold, as the context requires. Where reference is made in this Agreement to a transaction between an exporting country and an importing country, it shall be understood to refer not only to transactions between

the Government of an exporting country and the Government of an importing country but also to transactions between private traders and to transactions between a private trader and the Government of an exporting or an importing country. In this definition "Government" shall be deemed to include the Government of any territory in respect of which the rights and obligations of any Government accepting or acceding to this Agreement apply under Article XXIII.

"Unfulfilled guaranteed quantity" means, in the case of an exporting country, the difference between the quantities entered in the Council's records in accordance with Article IV in respect of that country for a crop-year and its guaranteed sales for that crop-year and, in the case of an importing country, the difference between the quantities entered in the Council's records in accordance with Article IV in respect of that country for a crop-year and that portion of its guaranteed purchases for that crop-year which it is, at the relevant time, entitled to purchase having regard to paragraph 9 of Article III.

"Wheat" includes wheat grain and, except in Article VI, wheat-flour.

2. (a) All calculations of the wheat equivalent of guaranteed purchases of guaranteed sales of wheat-flour shall be made on the basis of the rate of extraction specified in the contract between the buyer and the seller.

(b) If no such rate is specified, seventy-two units by weight of wheat-flour shall for the purpose of such calculations be deemed to be equivalent to one hundred units by weight of wheat grain unless the Council decides otherwise.

## PART 2—RIGHTS AND OBLIGATIONS

### ARTICLE III

#### *Guaranteed Purchases and Guaranteed Sales*

1. The quantities of wheat set out in Annex A to this Article for each importing country represent, subject to any increase or reduction made in accordance with the provisions of Part 3 of this Agreement, the guaranteed purchases of that country for each of the crop-years covered by this Agreement.

2. The quantities of wheat set out in Annex B to this Article for each exporting country represent, subject to any increase or reduction made in accordance with the provisions of Part 3 of this Agreement, the guaranteed sales of that country for each of the crop-years covered by this Agreement.

3. The guaranteed purchases of an importing country represent the maximum quantity of wheat which, subject to deduction of the amount of the transactions entered in the Council's records in accordance with Article IV against those guaranteed purchases,
  - (a) that importing country may be required by the Council, as provided in Article V, to purchase from the exporting countries at prices consistent with the minimum prices specified in or determined under Article VI, or
  - (b) the exporting countries may be required by the Council, as provided in Article V, to sell to that importing country at prices consistent with the maximum prices specified in or determined under Article VI.
4. The guaranteed sales of an exporting country represent the maximum quantity of wheat which, subject to deduction of the amount of the transactions entered in the Council's records in accordance with Article IV against those guaranteed sales,
  - (a) that exporting country may be required by the Council, as provided in Article V, to sell to the importing countries at prices consistent with the maximum prices specified in or determined under Article VI, or
  - (b) the importing countries may be required by the Council, as provided in Article V, to purchase from that exporting country at prices consistent with the minimum prices specified in or determined under Article VI.
5. If an importing country finds difficulty in exercising its right to purchase its unfulfilled guaranteed quantity at prices consistent with the maximum prices specified in or determined under Article VI or an exporting country finds difficulty in exercising its right to sell its unfulfilled guaranteed quantity at prices consistent with the minimum prices so specified or determined, it may have resort to the procedure in Article V.
6. Exporting countries are under no obligation to sell any wheat under this Agreement unless required to do so as provided in Article V at prices consistent with the maximum prices specified in or determined under Article VI. Importing countries are under no obligation to purchase any wheat under this Agreement unless required to do so as provided in Article V at prices consistent with the minimum prices specified in or determined under Article VI.
7. The quantity, if any, of wheat-flour to be supplied by the exporting country and accepted by the importing country against

their respective guaranteed quantities shall, subject to the provisions of Article V, be determined by agreement between the buyer and seller in each transaction.

8. Exporting and importing countries shall be free to fulfil their guaranteed quantities through private trade channels or otherwise. Nothing in this Agreement shall be construed to exempt any private trader from any laws or regulations to which he is otherwise subject.

9. The Council may, at its discretion, require that no importing country shall purchase and no exporting country shall sell under this Agreement more than 90 per cent of its guaranteed quantity for any crop-year before 28 February of that crop-year.

## ANNEX A TO ARTICLE III

*Guaranteed Purchases for Each Crop-Year*

	<u>Metric tons</u>	<u>Equivalent in bushels</u>
Austria	100,000	3,674,371
Belgium	450,000	16,534,669
Bolivia	110,000	4,041,808
Brazil	200,000	7,348,742
Ceylon	175,000	6,430,149
Colombia	70,000	2,572,060
Costa Rica	40,000	1,469,748
Cuba	202,000	7,422,229
Denmark	50,000	1,837,185
Dominican Republic	30,000	1,102,311
Ecuador	50,000	1,837,185
Egypt	300,000	11,023,113
El Salvador	25,000	918,593
Germany	1,500,000	55,115,565
Greece	300,000	11,023,113
Guatemala	40,000	1,469,748
Haiti	60,000	2,204,623
Honduras Republic	25,000	918,593
India	200,000	7,348,742
Indonesia	140,000	5,144,119
Ireland	150,000	5,511,557
Israel	225,000	8,267,335
Italy	100,000	3,674,371
Japan	1,000,000	36,743,710
Jordan	10,000	367,437
Korea	60,000	2,204,623
Lebanon	75,000	2,755,778
Liberia	2,000	73,487
Mexico	100,000	3,674,371
Netherlands	700,000	25,720,597
New Zealand	160,000	5,878,994
Nicaragua	10,000	367,437
Norway	180,000	6,613,868
Panama	30,000	1,102,311
Peru	200,000	7,348,742
Philippines	165,000	6,062,712
Portugal	160,000	5,878,994
Saudi Arabia	100,000	3,674,371
Spain	125,000	4,592,964
Switzerland	190,000	6,981,305
Union of South Africa	150,000	5,511,557
Vatican City	15,000	551,156
Venezuela	170,000	6,246,431
Yugoslavia	100,000	3,674,371
	<u>8,244,000</u>	<u>302,915,145</u>

## ANNEX B TO ARTICLE III

*Guaranteed Sales for Each Crop-Year*

	<u>Metric tons</u>	<u>Equivalent in bushels</u>
Argentina	400, 000	14, 697, 484
Australia	823, 471	30, 257, 380
Canada	2, 800, 395	102, 896, 902
France	450, 000	16, 534, 669
Sweden	175, 000	6, 430, 149
United States	<u>3, 595, 134</u>	<u>132, 098, 561</u>
	<u>8, 244, 000</u>	<u>302, 915, 145</u>

## ARTICLE IV

*Recording of Transactions against Guaranteed Quantities*

1. The Council shall keep records for each crop-year of those transactions and parts of transactions in wheat which are part of the guaranteed quantities in Annexes A and B to Article III.
2. A transaction or part of a transaction in wheat grain between an exporting country and an importing country shall be entered in the Council's records against the guaranteed quantities of those countries for a crop-year:
  - (a) provided that (i) it is at a price not higher than the maximum nor lower than the minimum specified in or determined under Article VI, and (ii) the exporting country and the importing country have not agreed that it shall not be entered against their guaranteed quantities; and
  - (b) to the extent that (i) both the exporting and the importing country concerned have unfulfilled guaranteed quantities for that crop-year, and (ii) the loading period specified in the transaction falls within that crop-year.
3. A transaction or part of a transaction for the purchase and sale of wheat shall be eligible for entry in the Council's records against the guaranteed quantities of the exporting and importing countries concerned on the conditions specified in this Article, notwithstanding that the transaction has been entered into before the deposit of its instrument of acceptance of this Agreement by either or both of those countries.
4. If a commercial contract or governmental agreement on the sale and purchase of wheat-flour contains a statement, or if the exporting country and the importing country concerned inform the Council that they are agreed, that the price of such wheat-

flour is consistent with the prices specified in or determined under Article VI, the wheat grain equivalent of such wheat-flour shall, subject to the conditions prescribed in (a) (ii) and (b) of paragraph 2 of this Article, be entered in the Council's records against the guaranteed quantities of those countries. If the commercial contract or governmental agreement does not contain a statement of the nature referred to above and the exporting country and the importing country concerned do not agree that the price of the wheat-flour is consistent with the prices specified in or determined under Article VI, either of those countries may, unless they have agreed that the wheat grain equivalent of that wheat-flour shall not be entered in the Council's records against their guaranteed quantities, request the Council to decide the issue. Should the Council, on consideration of such a request, decide that the price of such wheat-flour is consistent with the prices specified in or determined under Article VI, the wheat grain equivalent of the wheat-flour shall be entered against the guaranteed quantities of the exporting and importing countries concerned, subject to the conditions prescribed in (b) of paragraph 2 of this Article. Should the Council, on consideration of such a request, decide that the price of such wheat-flour is inconsistent with the prices specified in or determined under Article VI, the wheat grain equivalent of the wheat-flour shall not be so entered.

5. Provided that the conditions prescribed in paragraph 2 or 4 of this Article, other than that in (b) (ii) of paragraph 2, are satisfied, the Council may authorize transactions to be recorded against guaranteed quantities for a crop-year if (a) the loading period specified in the transaction is within a reasonable time up to one month, to be decided by the Council, before the beginning or after the end of that crop-year, and (b) the exporting and importing country concerned so agree.

6. For the period of closed navigation between Fort William/Port Arthur and the Canadian Atlantic ports, a transaction or part of a transaction shall, notwithstanding the provisions of paragraph 4 of Article VI, be eligible for entry in the Council's records against the guaranteed quantity of the exporting country and the importing country concerned if it relates to

- (a) Canadian wheat which is moved by an all-rail route from Fort William/Port Arthur to Canadian Atlantic ports, or
- (b) United States wheat which, except for conditions beyond the control of the buyer and the seller, would be moved by lake and rail to United States Atlantic ports and which, because it

cannot be so moved, is moved by an all-rail route to United States Atlantic ports,

provided that payment of the extra transportation cost thereby incurred is agreed between the buyer and the seller.

7. The Council shall prescribe rules of procedure, in accordance with the following provisions, for the reporting and recording of transactions which are part of the guaranteed quantities:

(a) Any transaction or part of a transaction, between an exporting country and an importing country, qualifying under paragraph 2, 3 or 4 of this Article to form part of the guaranteed quantities of those countries shall be reported to the Council within such period and in such detail and by one or both of those countries as the Council shall lay down in its rules of procedure.

(b) Any transaction or part of a transaction reported in accordance with the provisions of sub-paragraph (a) shall be entered in the Council's records against the guaranteed quantities of the exporting country and the importing country between which the transaction is made.

(c) The order in which transactions and parts of transactions shall be entered in the Council's records against the guaranteed quantities shall be prescribed by the Council in its rules of procedure.

(d) The Council shall, within a time to be prescribed in its rules of procedure, notify each exporting country and each importing country of the entry of any transaction or part of a transaction in the Council's records against their guaranteed quantities.

(e) If, within a period which the Council shall prescribe in its rules of procedure, the importing country or the exporting country concerned objects in any respect to the entry of a transaction or part of a transaction in the Council's records against its guaranteed quantity, the Council shall review the matter and, if it decides that the objection is well founded, shall amend its records accordingly.

(f) If any exporting or importing country considers it probable that the full amount of wheat already entered in the Council's records against its guaranteed quantity for the current crop-year will not be loaded within that crop-year, that country may request the Council to make appropriate reductions in the amounts entered in its records. The Council shall consider the

matter and, if it decides that the request is justified, shall amend its records accordingly.

(g) Any wheat purchased by an importing country from an exporting country and resold to another importing country may, by agreement of the importing countries concerned, be entered against the unfulfilled guaranteed purchases of the importing country to which the wheat is finally resold, provided that a corresponding reduction is made in the amount entered against the guaranteed purchases of the first importing country.

(h) The Council shall send to all exporting and importing countries weekly, or at such other interval as the Council may prescribe in its rules of procedure, a statement of the amounts entered in its records against guaranteed quantities.

(i) The Council shall notify all exporting and importing countries immediately when the guaranteed quantity of any exporting or importing country for any crop-year has been fulfilled.

8. Each exporting country and each importing country may be permitted, in the fulfilment of its guaranteed quantity, a degree of tolerance to be prescribed by the Council for that country on the basis of its guaranteed quantity and other relevant factors.

## ARTICLE V

### *Enforcement of Rights*

1. (a) Any importing country which finds difficulty in purchasing its unfulfilled guaranteed quantity for any crop-year at prices consistent with the maximum prices specified in or determined under Article VI may request the Council's help in making the desired purchases.

(b) Within three days of the receipt of a request under subparagraph (a) the Secretary of the Council shall notify those exporting countries which have unfulfilled guaranteed quantities for the relevant crop-year of the amount of the unfulfilled guaranteed quantity of the importing country which has requested the Council's help and invite them to offer to sell wheat at prices consistent with the maximum prices specified in or determined under Article VI.

(c) If within twenty days of the notification by the Secretary of the Council under sub-paragraph (b) the whole of the unfulfilled guaranteed quantity of the importing country concerned, or such part thereof as in the opinion of the Council is reasonable

at the time the request is made, has not been offered for sale, the Council shall as soon as possible decide:

- (i) the quantities and also, if requested,
- (ii) the quality and grade of wheat grain and/or wheat-flour which each or any of the exporting countries is required to offer to sell to that importing country for loading during the relevant crop-year or within such time thereafter, not exceeding one month, as the Council may decide.

The Council shall decide on (i) and (ii) above after receiving an assurance, if requested, that the wheat grain or wheat-flour is to be used for consumption in the importing country or for normal or traditional trade; and in reaching its decision the Council shall also take into account any circumstances which the exporting and the importing countries may submit, including:

- (iii) the normal traditional volume and ratio of imports of wheat-flour and wheat grain and the quality and grade of wheat-flour and wheat grain imported by the importing country, and
  - (iv) the proportion of each exporting country's guaranteed quantity already sold at the time the request is made.
- (d) Each exporting country required by the Council's decision under sub-paragraph (c) to offer quantities of wheat grain and/or wheat-flour for sale to the importing country shall, within thirty days from the date of that decision, offer to sell those quantities to such importing country for loading during the period provided under sub-paragraph (c) at prices consistent with the maximum prices specified in or determined under Article VI and, unless those countries agree otherwise, on the same conditions regarding the currency in which payment is to be made as prevail generally between them at that time.
- (e) In case of disagreement between an exporting country and an importing country on the allowance for difference in quality to be made in the price of wheat or on the quantity or price of wheat-flour to be included in a particular transaction being negotiated in compliance with the Council's decision under sub-paragraph (c), or on the relation of the price of such wheat-flour to the maximum prices of wheat grain specified in or determined under Article VI, or on the conditions on which the wheat grain and/or wheat-flour shall be bought and sold, the matter shall be referred to the Council for decision.

2. (a) Any exporting country which finds difficulty in selling its unfulfilled guaranteed quantity for any crop-year at prices consistent with the minimum prices specified in or determined under Article VI may request the Council's help in making the desired sales.

(b) Within three days of the receipt of a request under subparagraph (a) the Secretary of the Council shall notify those importing countries which have unfulfilled guaranteed quantities for the relevant crop-year of the amount of the unfulfilled guaranteed quantity of the exporting country which has requested the Council's help and invite them to offer to purchase wheat at prices consistent with the minimum prices specified in or determined under Article VI.

(c) If within twenty days of the notification by the Secretary of the Council under sub-paragraph (b) the whole of the unfulfilled guaranteed quantity of the exporting country concerned, or such part thereof as in the opinion of the Council is reasonable at the time the request is made, has not been purchased, the Council shall as soon as possible decide:

(i) the quantities

and also, if requested,

(ii) the quality and grade

of wheat grain and/or wheat-flour which each or any of the importing countries is required to offer to purchase from that exporting country for loading during the relevant crop-year or within such time thereafter, not exceeding one month, as the Council may decide.

In reaching its decision on (i) and (ii) above, the Council shall take into account any circumstances which the exporting and the importing countries may submit, including, in the case of each importing country:

(iii) the normal traditional volume and ratio of its imports of wheat-flour and wheat grain and the quality and grade of wheat-flour and wheat grain imported, and

(iv) the proportion of its guaranteed quantity already purchased at the time the request is made.

(d) Each importing country required by the Council's decision under sub-paragraph (c) to offer to purchase quantities of wheat grain and/or wheat-flour from the exporting country shall, within thirty days from the date of that decision, offer to purchase those quantities from such exporting country for loading during the period provided under sub-paragraph (c) at prices consistent with

the minimum prices specified in or determined under Article VI and, unless those countries agree otherwise, on the same conditions regarding the currency in which payment is to be made as prevail generally between them at that time.

(e) In case of disagreement between an exporting country and an importing country on the allowance for difference in quality to be made in the price of wheat or on the quantity or price of wheat-flour to be included in a particular transaction being negotiated in compliance with the Council's decision under sub-paragraph (c), or on the relation of the price of such wheat-flour to the minimum prices of wheat grain specified in or determined under Article VI, or on the conditions on which the wheat grain and/or wheat-flour shall be bought and sold, the matter shall be referred to the Council for decision.

3. For the purposes of this Article Port Churchill shall not be a port of shipment.

## ARTICLE VI

### *Prices*

1. (a) The basic minimum and maximum prices for the duration of this Agreement shall be:

Minimum \$1.50

Maximum \$2.00

Canadian currency per bushel at the parity for the Canadian dollar, determined for the purposes of the International Monetary Fund as at 1 March 1949, for No. 1 Manitoba Northern wheat in bulk in store Fort William/Port Arthur. The basic minimum and maximum prices, and the equivalents thereof hereafter referred to, shall exclude such carrying charges and marketing costs as may be agreed between the buyer and the seller.

(b) Carrying charges as agreed between the buyer and seller may accrue for the buyer's account only after an agreed date specified in the contract under which the wheat is sold.

2. The equivalent maximum prices for bulk wheat for:

(a) No. 1 Manitoba Northern wheat in store Vancouver shall be the maximum price for No. 1 Manitoba Northern wheat in bulk in store Fort William/Port Arthur specified in paragraph 1 of this Article;

(b) No. 1 Manitoba Northern wheat f. o. b. Port Churchill, Manitoba, shall be the price equivalent to the c. and f. price in the country of destination of the maximum price for No. 1

Manitoba Northern wheat in bulk in store Fort William/Port Arthur specified in paragraph 1 of this Article, computed by using currently prevailing transportation costs and exchange rates;

(c) Argentine wheat in store ocean ports shall be the maximum price for No. 1 Manitoba Northern wheat in bulk in store Fort William/Port Arthur specified in paragraph 1 of this Article, converted into Argentine currency at the prevailing rate of exchange, making such allowance for difference in quality as may be agreed between the exporting country and the importing country concerned;

(d) f. a. q. Australian wheat in store ocean ports shall be the maximum price for No. 1 Manitoba Northern wheat in bulk in store Fort William/Port Arthur specified in paragraph 1 of this Article, converted into Australian currency at the prevailing rate of exchange, making such allowance for difference in quality as may be agreed between the exporting country and the importing country concerned;

(e) French wheat on sample or on description f. o. b. French seaports or at the French border (whichever is applicable) shall be

(i) if the country of destination has a sea coast, the c. and f. price in the country of destination of No. 1 Manitoba Northern wheat in bulk in store Fort William/Port Arthur at the maximum price specified in paragraph 1 of this Article, less the cost of transportation from the French coast to the coast of the country of destination,

(ii) if the country of destination has no sea coast, the price at the French border equal to the price determined as at (i) above in relation to a delivery of wheat at Hamburg,

computed by using currently prevailing transportation costs and exchange rates and by making such allowance for difference in quality as may be agreed between the exporting country and the importing country concerned;

(f) Swedish wheat on sample or on description f. o. b. Swedish ports between Stockholm and Gothenburg, both included, shall be the price equivalent to the c. and f. price in the country of destination of the maximum price for No. 1 Manitoba Northern wheat in bulk in store Fort William/Port Arthur specified in paragraph 1 of this Article, computed by using currently prevailing transportation costs and exchange rates and by making

such allowance for difference in quality as may be agreed between the exporting country and the importing country concerned;

(g) No. 1 Hard Winter wheat f. o. b. Gulf/Atlantic ports of the United States of America shall be the price equivalent to the c. and f. price in the country of destination of the maximum price for No. 1 Manitoba Northern wheat in bulk in store Fort William/Port Arthur specified in paragraph 1 of this Article, computed by using currently prevailing transportation costs and exchange rates and by making such allowance for difference in quality as may be agreed between the exporting country and the importing country concerned; and

(h) No. 1 Soft White Wheat or No. 1 Hard Winter wheat in store Pacific ports of the United States of America shall be the maximum price for No. 1 Manitoba Northern wheat in bulk in store Fort William/Port Arthur specified in paragraph 1 of this Article, computed by using the prevailing rate of exchange and by making such allowance for difference in quality as may be agreed between the exporting country and the importing country concerned.

3. The equivalent minimum price for bulk wheat for:

- (a) No. 1 Manitoba Northern wheat f. o. b. Vancouver,
- (b) No. 1 Manitoba Northern wheat f. o. b. Port Churchill, Manitoba,
- (c) Argentine wheat f. o. b. Argentina,
- (d) f. a. q. wheat f. o. b. Australia,
- (e) French wheat on sample or on description f. o. b. French ports,
- (f) Swedish wheat on sample or on description f. o. b. Swedish ports between Stockholm and Gothenburg, both included,
- (g) No. 1 Hard Winter wheat f. o. b. Gulf/Atlantic ports of the United States of America, and
- (h) No. 1 Soft White wheat or No. 1 Hard Winter wheat f. o. b. Pacific ports of the United States of America,

shall be respectively:

the f. o. b. prices Vancouver, Port Churchill, Argentina, Australia, France, Swedish ports between Stockholm and Gothenburg, both included, United States of America Gulf/Atlantic ports and United States of America Pacific ports equivalent to the c. and f. prices in the United Kingdom of Great Britain and Northern Ireland of the minimum prices for No. 1 Manitoba Northern

wheat in bulk in store Fort William/Port Arthur specified in paragraph 1 of this Article, computed by using currently prevailing transportation costs and exchange rates and by making such allowance for difference in quality as may be agreed between the exporting country and the importing country concerned.

4. For the period of closed navigation between Fort William/Port Arthur and the Canadian Atlantic ports, equivalent maximum and minimum prices shall be determined by reference only to the lake and rail movement of wheat from Fort William/Port Arthur to Canadian winter ports.

5. The Executive Committee may, in consultation with the Advisory Committee on Price Equivalents, determine the minimum and maximum price equivalents for wheat at points other than those specified above and may also designate any description, type, class or grade of wheat other than those specified in paragraph 2 and 3 above and determine the minimum and maximum price equivalents thereof; provided that, in the case of any other wheat the price equivalent of which has not yet been determined, the minimum and maximum prices for the time being shall be derived from the minimum and maximum prices of the description, type, class or grade of wheat specified in this Article, or subsequently designated by the Executive Committee in consultation with the Advisory Committee on Price Equivalents, which is most closely comparable to such other wheat by the addition of an appropriate premium or by the deduction of an appropriate discount.

6. If any exporting or importing country represents to the Executive Committee that any price equivalent established under paragraph 2, 3 or 5 of this Article is, in the light of current transportation or exchange rates or market premiums or discounts, no longer fair, the Executive Committee shall consider the matter and may, in consultation with the Advisory Committee on Price Equivalents, make such adjustment as it considers desirable.

7. In establishing equivalent minimum and maximum prices under paragraph 2, 3, 5 or 6 above, no allowance for difference in quality shall be made which would result in the equivalent minimum and maximum price of wheat of any description, type, class or grade being fixed at a level higher than the basic minimum or maximum price, respectively, specified in paragraph 1 above.

8. If a dispute arises as to what premium or discount is appropriate for the purposes of paragraphs 5 and 6 of this Article in respect of any description of wheat specified in paragraph 2 or 3

or designated under paragraph 5 of this Article, the Executive Committee, in consultation with the Advisory Committee on Price Equivalents, shall on the request of the exporting or importing country concerned decide the issue.

9. All decisions of the Executive Committee under paragraphs 5, 6 and 8 of this Article shall be binding on all exporting and importing countries, provided that any of those countries which considers that any such decision is disadvantageous to it may ask the Council to review that decision.

## ARTICLE VII

### *Stocks*

1. In order to assure supplies of wheat to importing countries, each exporting country shall endeavour to maintain stocks of old crop wheat at the end of its crop-year at a level adequate to ensure that it will fulfil its guaranteed sales under this Agreement in each subsequent crop-year.

2. In the event of a short crop being harvested by an exporting country, particular consideration shall be given by the Council to the efforts made by that exporting country to maintain adequate stocks as required by paragraph 1 of this Article before that country is relieved of any of its obligations under Article X.

3. In order to avoid disproportionate purchases of wheat at the beginning and end of a crop-year, which might prejudice the stabilization of prices under this Agreement and render difficult the fulfilment of the obligations of all exporting and importing countries, importing countries shall endeavour to maintain adequate stocks at all times.

4. In the event of an appeal by an importing country under Article XII, particular consideration shall be given by the Council to the efforts made by that importing country to maintain adequate stocks as required by paragraph 3 of this Article before it decides in favour of such an appeal.

## ARTICLE VIII

### *Information to be Supplied to the Council*

The exporting and importing countries shall report to the Council, within the time prescribed by it, such information as the Council may request in connexion with the administration of this Agreement.

**PART 3—ADJUSTMENT OF GUARANTEED QUANTITIES****ARTICLE IX***Adjustments in Case of Non-participation or Withdrawal of Countries*

1. In the event of any difference occurring between the total of the guaranteed purchases in Annex A to Article III and the total of the guaranteed sales in Annex B to Article III as a result of any country listed in Annex A or Annex B (a) not signing or (b) not depositing an instrument of acceptance of or (c) withdrawing under paragraph 5, 6 or 7 of Article XXII from or (d) being expelled under Article XIX from or (e) being found by the Council under Article XIX to be in default of the whole or part of its guaranteed quantity under this Agreement, the Council shall, without prejudice to the right of any country to withdraw from this Agreement under paragraph 6 of Article XXII, adjust the remaining guaranteed quantities so as to make the total in the one Annex equal to the total in the other Annex.
2. The adjustment under this Article shall, unless the Council decides otherwise by two-thirds of the votes cast by the exporting countries and two-thirds of the votes cast by the importing countries, be made by reducing *pro rata* the guaranteed quantities in Annex A or Annex B, as the case may be, by the amount necessary to make the total in the one Annex equal to the total in the other Annex.
3. In making adjustments under this Article, the Council shall keep in mind the general desirability of maintaining the total guaranteed purchases and the total guaranteed sales at the highest possible level.

**ARTICLE X***Adjustment in Case of Short Crop or Necessity to Safeguard Balance of Payments or Monetary Reserves*

1. Any exporting or importing country which fears that it may be prevented, by a short crop in the case of an exporting country or the necessity to safeguard its balance of payments or monetary reserves in the case of an importing country, from carrying out its obligations under this Agreement in respect of a particular crop-year shall report the matter to the Council at the earliest possible date and apply to the Council to be relieved of the whole or a part of its obligations for that crop-year. An application made to the Council pursuant to this paragraph shall be heard without delay.

2. If the matter relates to a short crop, the Council shall, in dealing with the request for relief, review the reporting country's supply situation.
3. If the matter relates to balance of payments or monetary reserves, the Council shall seek and take into account, together with all facts which it considers relevant, the opinion of the International Monetary Fund, as far as the matter concerns a country which is a member of the Fund, on the existence and extent of the necessity referred to in paragraph 1 of this Article.
4. The Council shall, in dealing with a request for relief under this Article, adhere to the principle that the country concerned will to the maximum extent feasible, if it is an exporting country, make sales to meet its obligations under this Agreement and, if it is an importing country, make purchases to meet its obligations under this Agreement.
5. The Council shall decide whether the reporting country's representations are well founded. If it finds they are well founded, it shall decide to what extent and on what conditions the reporting country shall be relieved of its guaranteed quantity for the crop-year concerned. The Council shall inform the reporting country of its decision.
6. If the Council decides that the reporting country shall be relieved of the whole or part of its guaranteed quantity for the crop-year concerned, the following procedure shall apply:
  - (a) The Council shall, if the reporting country is an importing country, invite the other importing countries, or, if the reporting country is an exporting country, invite the other exporting countries, to increase their guaranteed quantities for the crop-year concerned up to the amount of the guaranteed quantity of which the reporting country is relieved. Any increase in guaranteed quantities under this sub-paragraph shall require the approval of the Council.
  - (b) If the amount of which the reporting country is relieved cannot be fully offset in the manner provided in (a) of this paragraph, the Council shall invite the exporting countries, if the reporting country is an importing country, or the importing countries, if the reporting country is an exporting country, to accept a reduction of their guaranteed quantities for the crop-year concerned up to the amount of the guaranteed quantity of which the reporting country is relieved, after taking account of any adjustments made under (a) of this paragraph.

(c) If the total offers received by the Council from the exporting and importing countries to increase their guaranteed quantities under (a) of this paragraph or to reduce their guaranteed quantities under (b) of this paragraph exceed the amount of the guaranteed quantity of which the reporting country is relieved, their guaranteed quantities shall, unless the Council decides otherwise, be increased or reduced, as the case may be, on a *pro rata* basis, provided that the increase or reduction of the guaranteed quantity of any such country shall not exceed its offer.

(d) If the amount of the guaranteed quantity of which the reporting country is relieved cannot be fully offset in the manner provided in (a) and (b) of this paragraph, the Council shall reduce the guaranteed quantities in Annex A to Article III, if the reporting country is an exporting country, or in Annex B to Article III, if the reporting country is an importing country, for the crop-year concerned by the amount necessary to make the total in the one Annex equal to the total in the other Annex. Unless the exporting countries in the case of a reduction in Annex B, or the importing countries in the case of a reduction in Annex A, agree otherwise, the reduction shall be made on a *pro rata* basis, account being taken of any reduction already made under (b) of this paragraph.

## ARTICLE XI

### *Adjustments of Guaranteed Quantities by Consent*

1. The Council, when requested to do so by the exporting and importing countries whose guaranteed quantities would thereby be changed, may approve increases in the guaranteed quantities in one Annex to Article III for the remaining period of the Agreement together with equivalent increases in the guaranteed quantities in the other Annex for that period.
2. An exporting country may transfer part of its guaranteed quantity to another exporting country and an importing country may transfer part of its guaranteed quantity to another importing country for one or more crop-years, subject to approval by the Council by a majority of the votes cast by the exporting countries and a majority of the votes cast by the importing countries.
3. The guaranteed quantity of any country acceding under Article XXI of this Agreement shall be offset by appropriate adjustments by way of increase or decrease of the guaranteed quantities of one or more other countries in Annexes A and B to

Article III. Such adjustments shall not be approved unless each exporting or importing country whose guaranteed quantity is thereby changed has consented.

## ARTICLE XII

### *Additional Purchases in Case of Critical Need*

In order to meet a critical need which has arisen or threatens to arise in its territory, an importing country may appeal to the Council for assistance in obtaining supplies of wheat in addition to its guaranteed purchases. On consideration of such an appeal the Council may reduce *pro rata* the guaranteed quantities of the other importing countries in order to provide the quantity of wheat which it determines to be necessary to relieve the emergency created by the critical need, provided that it considers that such emergency cannot be met in any other manner. Two-thirds of the votes cast by the exporting countries and two-thirds of the votes cast by the importing countries shall be required for any reduction of guaranteed purchases under this paragraph.

## PART 4—ADMINISTRATION

## ARTICLE XIII

### *The Council*

#### A. Constitution

1. The International Wheat Council, established by the International Wheat Agreement which was opened for signature in Washington on 23 March 1949, shall continue in being for the purpose of administering the present Agreement.
2. Each exporting country and each importing country shall be a voting member of the Council and may be represented at its meetings by one delegate, alternates, and advisers.
3. Such inter-governmental organizations as the Council may decide to invite may each have one non-voting representative in attendance at meetings of the Council.
4. The Council shall elect for each crop-year a Chairman and a Vice-Chairman.

#### B. Powers and Functions

5. The Council shall establish its rules of procedure.
6. The Council shall keep such records as are required by the terms of this Agreement and may keep such other records as it considers desirable.

7. (a) The Council may study any aspect of the world wheat situation and may sponsor exchanges of information and inter-governmental consultations relating thereto. The Council may make such arrangements as it considers desirable with the Food and Agriculture Organization of the United Nations and with other inter-governmental organizations, and also with Governments not party to this Agreement which have a substantial interest in the international trade in wheat, for co-operation in any of these activities.

(b) The exporting and importing countries reserve to themselves complete liberty of action in the determination and administration of their internal agricultural and price policies.

8. The Council shall publish an annual report and may publish any other information concerning matters within the scope of this Agreement.

9. The Council shall have such other powers and perform such other functions as it may deem necessary to carry out the terms of this Agreement.

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

#### C. Voting

11. (a) Subject to the provisions of sub-paragraphs (b) and (c) of this paragraph, the importing countries shall hold 1,000 votes, which shall be distributed among them in the proportions which their respective guaranteed purchases for the current crop-year bear to the total of the guaranteed purchases for that crop-year. The exporting countries shall also hold 1,000 votes, which shall be distributed among them in the proportions which their respective guaranteed sales for the current crop-year bear to the total of the guaranteed sales for that crop-year.

(b) If at any Session of the Council an importing country or an exporting country is not represented by an accredited delegate and has not authorized another country to exercise its votes in ac-

cordance with paragraph 16 of this Article, the total votes to be exercised by the exporting countries shall be adjusted to a figure equal to the total of votes to be exercised at that Session by the importing countries and redistributed among exporting countries in proportion to their guaranteed sales.

(c) No exporting country or importing country shall have less than one vote and there shall be no fractional votes.

12. The Council shall redistribute the votes in accordance with the provisions of paragraph 11 of this Article whenever there is any change in the guaranteed purchases or guaranteed sales for the current crop-year.

13. If an exporting or an importing country forfeits its votes under paragraph 5 of Article XVII or is deprived of its votes under paragraph 7 of Article XIX, the Council shall redistribute the votes as if that country had no guaranteed quantity for the current crop-year.

14. Any reduction in its guaranteed quantity accepted by an exporting country or an importing country under paragraph 6 (b) of Article X and any transfer of part of a country's guaranteed quantity for only one crop-year under paragraph 2 of Article XI shall be disregarded for the purpose of redistributing votes under this Article.

15. Except where otherwise specified in this Agreement, decisions of the Council shall be by a majority of the total votes cast.

16. Any exporting country may authorize any other exporting country, and any importing country may authorize any other importing country, to represent its interests and to exercise its votes at any meeting or meetings of the Council. Evidence of such authorization satisfactory to the Council shall be submitted to the Council.

#### **D. Sessions**

17. The Council shall meet at least once during each half of each crop-year and at such other times as the Chairman may decide.

18. The Chairman shall convene a Session of the Council if so requested by (a) five countries or (b) one or more countries holding a total of not less than 10 per cent of the total votes or (c) the Executive Committee.

#### **E. Quorum**

19. The presence of delegates with a majority of the votes held by the exporting countries and a majority of the votes held by the importing countries prior to any adjustment of votes under para-

graph 11 (b) of this Article shall be necessary to constitute a quorum at any meeting of the Council.

F. Seat

20. The seat of the Council shall be London unless the Council decides otherwise by a majority of the votes cast by the exporting countries and a majority of the votes cast by the importing countries.

G. Legal Capacity

21. The Council shall have in the territory of each exporting and importing country such legal capacity as may be necessary for the exercise of its functions under this Agreement

H. Decisions

22. Each exporting and importing country undertakes to accept as binding all decisions of the Council under the provisions of this Agreement.

**ARTICLE XIV**

*Executive Committee*

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

2. The Executive Committee shall be responsible to and work under the general direction of the Council. It shall have such powers and functions as are expressly assigned to it under this Agreement and such other powers and functions as the Council may delegate to it under paragraph 10 of Article XIII.

3. The exporting countries on the Executive Committee shall have the same total number of votes as the importing countries. The votes of the exporting countries shall be divided among them as they shall decide, provided that no exporting country shall have more than 40 per cent of the total votes of the exporting countries. The votes of the importing countries shall be divided among them as they shall decide, provided that no importing country shall have more than 40 per cent of the total votes of the importing countries.

4. The Council shall prescribe rules of procedure regarding voting in the Executive Committee and may make such other provisions

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

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

#### ARTICLE XV

##### *Advisory Committee on Price Equivalents*

The Council shall establish an Advisory Committee on Price Equivalents consisting of representatives of not more than three exporting countries and of not more than three importing countries. The Committee shall advise the Council and the Executive Committee on the matters referred to in paragraphs 5, 6 and 8 of Article VI and on such other questions as the Council or the Executive Committee may refer to it. The Chairman of the Committee shall be appointed by the Council.

#### ARTICLE XVI

##### *The Secretariat*

1. The Council shall have a Secretariat consisting of a Secretary and such staff as may be required for the work of the Council and of its committees.
2. The Council shall appoint the Secretary and determine his duties.
3. The staff shall be appointed in accordance with regulations established by the Council.

#### ARTICLE XVII

##### *Finance*

1. The expenses of delegations to the Council, of representatives on the Executive Committee, and of representatives of the Advisory Committee on Price Equivalents shall be met by their respective Governments. The other expenses necessary for the administration of this Agreement, including those of the Secretariat and any remuneration which the Council may decide to pay to its Chairman or its Vice-Chairman, shall be met by annual contributions from the exporting and importing countries. The contribution of each such country for each crop-year shall be in

the proportion which its guaranteed quantity bears to the total guaranteed sales or purchases at the beginning of that crop-year.

2. At its first session after this Agreement comes into force, the Council shall approve its budget for the period ending 31 July 1957 and assess the contribution to be paid by each exporting and importing country.

3. The Council shall, at a session during the second half of each crop-year, approve its budget for the following crop-year and assess the contribution to be paid by each exporting and importing country for that crop-year.

4. The initial contribution of any exporting or importing country acceding to this Agreement under Article XXI shall be assessed by the Council on the basis of the guaranteed quantity to be held by it and the period remaining in the current crop-year, but the assessments made upon other exporting and importing countries for the current crop-year shall not be altered.

5. Contributions shall be payable immediately upon assessment. Any exporting or importing country failing to pay its contribution within one year of its assessment shall forfeit its voting rights until its contribution is paid, but shall not be deprived of its other rights nor relieved of its obligations under this Agreement. In the event of any exporting or importing country forfeiting its voting rights under this paragraph its votes shall be redistributed as provided in paragraph 13 of Article XIII.

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

7. The Government of the country where the seat of the Council is situated shall grant exemption from taxation on the salaries paid by the Council to its employees except that such exemption need not apply to the nationals of that country.

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

## ARTICLE XVIII

### *Co-operation with other Inter-Governmental Organizations*

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

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

specialized agencies regarding inter-governmental commodity agreements, the inconsistency shall be deemed to be a circumstance affecting adversely the operation of this Agreement and the procedure prescribed in paragraphs 3, 4 and 5 of Article XXII shall be applied.

## ARTICLE XIX

### *Disputes and Complaints*

1. Any dispute concerning the interpretation or application of this Agreement which is not settled by negotiations shall, at the request of any country party to the dispute, be referred to the Council for decision.
2. In any case where a dispute has been referred to the Council under paragraph 1 of this Article, a majority of countries, or any countries holding not less than one-third of the total votes, may require the Council, after full discussion, to seek the opinion of the advisory panel referred to in paragraph 3 of this Article on the issues in dispute before giving its decision.
3. (a) Unless the Council unanimously agrees otherwise, the panel shall consist of:
  - (i) two persons, one having wide experience in matters of the kind in dispute and the other having legal standing and experience, nominated by the exporting countries;
  - (ii) two such persons nominated by the importing countries; and
  - (iii) a chairman selected unanimously by the four persons nominated under (i) and (ii) or, if they fail to agree, by the Chairman of the International Wheat Council.

(b) Persons from countries whose Governments are parties to this Agreement shall be eligible to serve on the advisory panel, and persons appointed to the advisory panel shall act in their personal capacities and without instructions from any Government.

(c) The expenses of the advisory panel shall be paid by the Council.
4. The opinion of the advisory panel and the reasons therefor shall be submitted to the Council which, after considering all the relevant information, shall decide the dispute.
5. Any complaint that any exporting or importing country has failed to fulfil its obligations under this Agreement shall, at the request of the country making the complaint, be referred to the Council which shall make a decision on the matter.

6. No exporting or importing country shall be found to have committed a breach of this Agreement except by a majority of the votes held by the exporting countries and a majority of the votes held by the importing countries. Any findings that an exporting or importing country is in breach of this Agreement shall specify the nature of the breach and, if the breach involves default by that country in its guaranteed quantity, the extent of such default.

7. If the Council finds that an exporting country or an importing country has committed a breach of this Agreement it may, by a majority of the votes held by the exporting countries and a majority of the votes held by the importing countries, deprive the country concerned of its voting rights until it fulfils its obligations or expel that country from the Agreement.

8. If any exporting or importing country is deprived of its votes under this Article, the votes shall be redistributed as provided in paragraph 13 of Article XIII. If any exporting or importing country is found in default of the whole or part of its guaranteed quantity, or is expelled from this Agreement, the remaining guaranteed quantities shall be adjusted as provided in Article IX.

## PART 5—FINAL PROVISIONS

### ARTICLE XX

#### *Signature, Acceptance, and Entry into Force*

1. This Agreement shall be open for signature in Washington until and including 18 May 1956 by the Governments of the countries listed in Annex A and Annex B to Article III.

2. This Agreement shall be subject to acceptance by signatory Governments in accordance with their respective constitutional procedures. Subject to the provisions of paragraph 5 of this Article, instruments of acceptance shall be deposited with the Government of the United States of America not later than 16 July 1956 provided, however, that a notification by any signatory Government to the Government of the United States of America by 16 July 1956 of an intention to accept this Agreement, followed by the deposit of an instrument of acceptance not later than 1 December 1956 in fulfilment of that intention, shall be deemed to constitute acceptance on 16 July 1956 for the purposes of this Article.

3. Provided that the Governments of countries listed in Annex A to Article III responsible for not less than two-thirds of the

guaranteed purchases and the Governments of countries listed in Annex B to Article III responsible for not less than two-thirds of the guaranteed sales have accepted this Agreement by 16 July 1956, Parts 1, 3, 4 and 5 of the Agreement shall enter into force on 16 July 1956 [<sup>1</sup>] and Part 2 on 1 August 1956 [<sup>1</sup>] for those Governments which have accepted the Agreement.

4. If by 16 July 1956 the conditions laid down in the preceding paragraph for the entering into force of this Agreement are not fulfilled, the Governments of those countries which by the same date have accepted this Agreement as provided in paragraph 2 of this Article may decide by mutual consent that it shall enter into force between them, or alternatively may take whatever other action they consider the situation requires.

5. Any signatory Government which has not accepted this Agreement by 16 July 1956 as provided in paragraph 2 of this Article may be granted by the Council an extension of time after that date for depositing its instrument of acceptance. Parts 1, 3, 4 and 5 of this Agreement shall enter into force for that Government on the date of the deposit of its instrument of acceptance, and Part 2 of the Agreement shall enter into force on 1 August 1956 or on the date of the deposit of its instrument of acceptance, whichever is later.

6. The Government of the United States of America will notify all signatory Governments of each signature and acceptance of this Agreement.

## ARTICLE XXI

### *Accession*

The Council may, by two-thirds of the votes cast by the exporting countries and two-thirds of the votes cast by the importing countries, approve accession to this Agreement by any Government not already a party to it and prescribe conditions for such accession; provided, however, that the Council shall not approve the accession of any Government under this Article unless at the same time it approves adjustments of the guaranteed quantities in Annexes A and B to Article III in accordance with paragraph 3 of Article XI. Accession shall be effected by depositing an instrument of accession with the Government of the United States of America, which will notify all signatory and acceding Governments of each such accession.

<sup>1</sup> See *post*, p. 3386.

## ARTICLE XXII

### *Duration, Amendment, Withdrawal and Termination*

1. This Agreement shall remain in force until and including 31 July 1959.
2. (a) The Council shall, at such time as it considers appropriate, communicate to the exporting and importing countries its recommendations regarding renewal or replacement of this Agreement.  
(b) The Council may invite any Government not party to this Agreement which has a substantial interest in the international trade in wheat to participate in its discussions in connexion with such renewal or replacement.
3. The Council may, by a majority of the votes held by the exporting countries and a majority of the votes held by the importing countries, recommend an amendment of this Agreement to the exporting and importing countries.
4. The Council may fix a time within which each exporting and importing country shall notify the Government of the United States of America whether or not it accepts the amendment. The amendment shall become effective upon its acceptance by exporting countries which hold two-thirds of the votes of the exporting countries and by importing countries which hold two-thirds of the votes of the importing countries.
5. Any exporting or importing country which has not notified the Government of the United States of America of its acceptance of an amendment by the date on which such amendment becomes effective may, after giving such written notice of withdrawal to the Government of the United States of America as the Council may require in each case, withdraw from this Agreement at the end of the current crop-year, but shall not thereby be released from any obligations under this Agreement which have not been discharged by the end of that crop-year.
6. Any exporting country which considers its interests to be seriously prejudiced by the non-participation in or withdrawal from this Agreement of any country listed in Annex A to Article III responsible for more than 5 per cent of the guaranteed quantities in that Annex, or any importing country which considers its interests to be seriously prejudiced by the non-participation in or withdrawal from the Agreement of any country listed in Annex B to Article III responsible for more than 5 per cent of the guaranteed quantities in that Annex, may withdraw from this Agreement by giving written notice of withdrawal to the Government of the United States of America before 1 August 1956.

7. Any exporting or importing country which considers its national security to be endangered by the outbreak of hostilities may withdraw from this Agreement by giving thirty days' written notice of withdrawal to the Government of the United States of America.
8. The Government of the United States of America will inform all signatory and acceding Governments of each notification and notice received under this Article.

#### ARTICLE XXIII

##### *Territorial Application*

1. Any Government may, at the time of signature or acceptance of or accession to this Agreement, declare that its rights and obligations under the Agreement shall not apply in respect of all or any of the overseas territories for the foreign relations of which it is responsible.
2. With the exception of territories in respect of which a declaration has been made in accordance with paragraph 1 of this Article, the rights and obligations of any Government under this Agreement shall apply in respect of all territories for the foreign relations of which that Government is responsible.
3. Any Government may, at any time after its acceptance of or accession to this Agreement, by notification to the Government of the United States of America, declare that its rights and obligations under the Agreement shall apply in respect of all or any of the territories regarding which it has made a declaration in accordance with paragraph 1 of this Article.
4. Any Government may, by giving notification of withdrawal to the Government of the United States of America, withdraw from this Agreement separately in respect of all or any of the overseas territories for whose foreign relations it is responsible.
5. The Government of the United States of America will inform all signatory and acceding Governments of any declaration or notification made under this Article.

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

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

## ACCORD INTERNATIONAL SUR LE BLE DE 1956

Les gouvernements signataires du présent Accord,

Attendu que l'Accord international sur le blé, ouvert à la signature à Washington le 23 mars 1949, a été conclu dans le but de surmonter les sérieuses difficultés causées aux producteurs et aux consommateurs par de lourds excédents comme par de graves pénuries de blé, et

Attendu que l'Accord de 1949 a été révisé et renouvelé à Washington le 13 avril 1953, et

Attendu qu'il est souhaitable que l'Accord international sur le blé soit encore renouvelé, avec certaines modifications, pour une nouvelle période, et

Ayant décidé de conclure à cet effet le présent Accord portant révision et renouvellement de l'Accord international sur le blé,

Sont convenus de ce qui suit:

### PREMIERE PARTIE—GENERALITES

#### ARTICLE PREMIER

##### *Objet*

Le présent Accord a pour objet d'assurer des approvisionnements de blé aux pays importateurs et des marchés de blé aux pays exportateurs, à des prix équitables et stables.

#### ARTICLE II

##### *Définitions*

###### 1. Aux fins du présent Accord:

“Comité consultatif des équivalences de prix” désigne le Comité constitué en vertu de l'article XV.

“Boisseau” équivaut à soixante livres avoirdupois, soit 27,2155 . . . kilogrammes.

“Frais de détention” désigne les frais de magasinage, d'intérêt et d'assurance encourus par le détenteur de blé.

“C. et f.” signifie coût et fret.

“Conseil” désigne le Conseil international du blé constitué par l’article XIII.

“Année agricole” désigne la période du 1er août au 31 juillet, sauf à l’article VII, où ce terme désigne, pour l’Argentine et l’Australie, la période du 1er décembre au 30 novembre et, pour les Etats-Unis d’Amérique, la période du 1er juillet au 30 juin.

“Comité exécutif” désigne le Comité constitué en vertu de l’article XIV.

“Pays exportateur” désigne, suivant le contexte, soit i) le gouvernement d’un pays figurant à l’annexe B de l’article III qui a accepté le présent Accord ou y a accédé et ne s’en est pas retiré, soit ii) ce pays lui-même et les territoires auxquels s’appliquent les droits et obligations que son gouvernement a assumés aux termes du présent Accord.

“F. a. q.” signifie qualité moyenne marchande.

“F. o. b.” signifie franco bord navire transocéanique, et dans le cas:

- i) du blé de France livré dans un port rhénan, franco bateau fluvial,
- ii) du blé de Suède, franco bord navire allant en mer.

“Quantité garantie” désigne, lorsque cette expression se rapporte à un pays importateur, ses achats garantis pour une année agricole donnée, et, lorsqu’elle se rapporte à un pays exportateur, ses ventes garanties pour une année agricole donnée.

“Pays importateur” désigne, suivant le contexte, soit i) le gouvernement d’un pays figurant à l’annexe A de l’article III qui a accepté le présent Accord ou y a accédé et ne s’en est pas retiré, soit ii) ce pays lui-même et les territoires auxquels s’appliquent les droits et obligations que son gouvernement a assumés aux termes du présent Accord.

“Frais de marché” désigne tous les frais usuels de marché et d’affrètement, ainsi que les frais du transitaire.

“Tonne métrique” ou 1.000 kilogrammes, équivaut à 36,74371 boisseaux.

“Blé de l’ancienne récolte” désigne le blé récolté plus de deux mois avant le début de l’année agricole en cours par le pays exportateur intéressé.

“Territoire”, lorsque cette expression se rapporte à un pays exportateur ou à un pays importateur, désigne tout territoire auquel s’appliquent les droits et les obligations que le gouvernement de ce pays a assumés aux termes du présent Accord, conformément aux dispositions de l’article XXIII.

“Transaction” désigne, suivant le contexte, une vente, pour importation dans un pays importateur, de blé exporté ou destiné à être exporté par un pays exportateur, ou la quantité de ce blé ainsi vendu. Lorsqu'il est question dans le présent Accord d'une transaction entre un pays exportateur et un pays importateur, il est entendu que ce terme désigne non seulement les transactions entre le gouvernement d'un pays exportateur et le gouvernement d'un pays importateur, mais aussi les transactions entre négociants et les transactions entre un négociant et le gouvernement d'un pays exportateur ou d'un pays importateur. Dans cette définition, le terme “gouvernement” est considéré comme désignant le gouvernement de tout territoire auquel s'appliquent les droits et obligations que tout gouvernement assume en acceptant le présent Accord ou en y accédant en vertu de l'article XXIII.

“Engagement non rempli” désigne, lorsqu'il s'agit d'un pays exportateur, la différence entre les quantités inscrites au compte dudit pays dans les registres du Conseil, pour une année agricole donnée, conformément aux dispositions de l'article IV, et les ventes garanties de ce pays pour ladite année agricole; et, lorsqu'il s'agit d'un pays importateur, la différence entre les quantités inscrites au compte dudit pays dans les registres du Conseil pour une année agricole donnée, conformément aux dispositions de l'article IV, et telle portion de ses achats garantis pour ladite année agricole qu'il est en droit d'acheter, à un moment donné, compte tenu du paragraphe 9 de l'article III.

“Blé” désigne le blé en grain et, sauf à l'article VI, la farine de blé.

2. a) Le calcul de l'équivalent blé des achats garantis de farine de blé ou des ventes garanties de farine de blé est effectué sur la base du taux d'extraction spécifié dans le contrat entre l'acheteur et le vendeur.

b) Si un tel taux d'extraction n'est pas spécifié, soixante-douze unités en poids de farine de blé sont considérées, aux fins de ce calcul, comme équivalant à cent unités en poids de blé en grain, sauf décision contraire du Conseil.

## DEUXIEME PARTIE—DROITS ET OBLIGATIONS

### ARTICLE III

#### *Achats garantis et ventes garanties*

1. Les quantités de blé figurant à l'annexe A du présent article pour chaque pays importateur représentent, sous réserve de toute augmentation ou réduction effectuées conformément aux

dispositions de la troisième partie du présent Accord, les achats garantis de ce pays pour chacune des années agricoles couvertes par le présent Accord.

2. Les quantités de blé figurant à l'annexe B du présent article pour chaque pays exportateur représentent, sous réserve de toute augmentation ou réduction effectuées conformément aux dispositions de la troisième partie du présent Accord, les ventes garanties de ce pays pour chacune des années agricoles couvertes par le présent Accord.

3. Les achats garantis d'un pays importateur représentent la quantité maximum de blé que le Conseil, sous réserve de déduction du montant des transactions inscrites dans ses registres, conformément aux dispositions de l'article IV, au titre de ces achats garantis,

a) Peut demander à ce pays importateur, aux termes de l'article V, d'acheter aux pays exportateurs à des prix compatibles avec les prix minima stipulés à l'article VI ou déterminés en vertu des dispositions dudit article, ou

b) Peut demander aux pays exportateurs, aux termes de l'article V, de vendre à ce pays importateur à des prix compatibles avec les prix maxima stipulés à l'article VI ou déterminés en vertu des dispositions dudit article.

4. Les ventes garanties d'un pays exportateur représentent la quantité maximum de blé que le Conseil, sous réserve de déduction du montant des transactions inscrites dans ses registres, conformément à l'article IV, au titre de ces ventes garanties,

a) Peut demander à ce pays exportateur, aux termes de l'article V, de vendre aux pays importateurs à des prix compatibles avec les prix maxima stipulés à l'article VI ou déterminés en vertu des dispositions dudit article, ou

b) Peut demander aux pays importateurs, aux termes de l'article V, d'acheter à ce pays exportateur à des prix compatibles avec les prix minima stipulés à l'article VI ou déterminés en vertu des dispositions dudit article.

5. Si un pays importateur éprouve des difficultés à exercer son droit d'acheter la quantité correspondant à ses engagements non remplis à des prix compatibles avec les prix maxima stipulés à l'article VI ou déterminés en vertu des dispositions dudit article, ou bien si un pays exportateur éprouve des difficultés à exercer son droit de vendre la quantité correspondant à ses engagements

non remplis à des prix compatibles avec les prix minima ainsi stipulés ou déterminés, il pourra recourir à la procédure prévue à l'article V.

6. Aux termes du présent Accord, les pays exportateurs ne sont soumis à aucune obligation de vendre du blé, à moins qu'ils ne soient requis de le faire, comme prévu à l'article V, à des prix compatibles avec les prix maxima stipulés à l'article VI ou déterminés en vertu des dispositions dudit article. Aux termes du présent Accord, les pays importateurs ne sont soumis à aucune obligation d'acheter du blé, à moins qu'ils ne soient requis de le faire, comme prévu à l'article V, à des prix compatibles avec les prix minima stipulés à l'article VI ou déterminés en vertu des dispositions dudit article.

7. La quantité de farine de blé que fournira le cas échéant le pays exportateur et qu'acceptera le pays importateur, au titre de leurs quantités garanties respectives, sera, sous réserve des dispositions de l'article V, déterminée par accord entre le vendeur et l'acheteur, pour chaque transaction.

8. Les pays exportateurs et les pays importateurs sont libres de remplir leurs engagements au titre de leurs quantités garanties par les voies du commerce privé ou autrement. Aucune disposition du présent Accord ne sera interprétée comme dispensant un négociant privé de se conformer aux lois ou règlements auxquels il est soumis par ailleurs.

9. Le Conseil peut, s'il le juge opportun, exiger qu'aucun pays importateur n'achète et qu'aucun pays exportateur ne vende, dans le cadre du présent Accord, plus de quatre-vingt dix pour cent de sa quantité garantie pour toute année agricole avant le 28 février de ladite année agricole.

## ANNEXE A DE L'ARTICLE III

*Achats garantis pour chaque année agricole*

	Tonnes métriques	Equivalent en boisseaux
Allemagne	1. 500. 000	55. 115. 565
Arabie saoudite	100. 000	3. 674. 371
Autriche	100. 000	3. 674. 371
Belgique	450. 000	16. 534. 669
Bolivie	110. 000	4. 041. 808
Brésil	200. 000	7. 348. 742
Ceylan	175. 000	6. 430. 149
Cité du Vatican	15. 000	551. 156
Colombie	70. 000	2. 572. 060
Corée	60. 000	2. 204. 623
Costa-Rica	40. 000	1. 469. 748
Cuba	202. 000	7. 422. 229
Danemark	50. 000	1. 837. 185
Egypte	300. 000	11. 023. 113
Equateur	50. 000	1. 837. 185
Espagne	125. 000	4. 592. 964
Grèce	300. 000	11. 023. 113
Guatemala	40. 000	1. 469. 748
Haiti	60. 000	2. 204. 623
Honduras	25. 000	918. 593
Inde	200. 000	7. 348. 742
Indonésie	140. 000	5. 144. 119
Irlande	150. 000	5. 511. 557
Israël	225. 000	8. 267. 335
Italie	100. 000	3. 674. 371
Japon	1. 000. 000	36. 743. 710
Jordanie	10. 000	367. 437
Liban	75. 000	2. 755. 778
Libéria	2. 000	73. 487
Mexique	100. 000	3. 674. 371
Nicaragua	10. 000	367. 437
Norvège	180. 000	6. 613. 868
Nouvelle-Zélande	160. 000	5. 878. 994
Panama	30. 000	1. 102. 311
Pays-Bas	700. 000	25. 720. 597
Pérou	200. 000	7. 348. 742
Philippines	165. 000	6. 062. 712
Portugal	160. 000	5. 878. 994
République Dominicaine	30. 000	1. 102. 311
Salvador	25. 000	918. 593
Suisse	190. 000	6. 981. 305
Union Sud-Africaine	150. 000	5. 511. 557
Venezuela	170. 000	6. 246. 431
Yougoslavie	100. 000	3. 674. 371
	<hr/> 8. 244. 000	<hr/> 302. 915. 145

## ANNEXE B DE L'ARTICLE III

*Ventes garanties pour chaque année agricole*

	<u>Tonnes métriques</u>	<u>Equivalent en boisseaux</u>
Argentine	400. 000	14. 697. 484
Australie	823. 471	30. 257. 380
Canada	2. 800. 395	102. 896. 902
Etats-Unis	3. 595. 134	132. 098. 561
France	450. 000	16. 534. 669
Suède	175. 000	6. 430. 149
	<u>8. 244. 000</u>	<u>302. 915. 145</u>

## ARTICLE IV

*Enregistrement des transactions au titre des quantités garanties*

1. Le Conseil tient, pour chaque année agricole, les registres des transactions et parties de transactions sur le blé qui font partie des quantités garanties figurant aux annexes A et B de l'article III.
2. Une transaction ou partie de transaction sur le blé en grain conclue entre un pays exportateur et un pays importateur est inscrite dans les registres du Conseil au titre des quantités garanties de ces pays pour une année agricole:
  - a) A condition i) que le prix ne soit ni supérieur au maximum ni inférieur au minimum stipulés à l'article VI ou déterminés en vertu des dispositions dudit article, et ii) que le pays exportateur et le pays importateur ne soient pas convenus que cette transaction ne doit pas être imputée sur leurs quantités garanties, et
  - b) Dans la mesure où i) le pays exportateur et le pays importateur intéressés ont l'un et l'autre des engagements non remplis pour cette année agricole, et où ii) la période de chargement spécifiée dans la transaction est comprise dans cette année agricole.
3. Une transaction ou partie de transaction portant sur l'achat et la vente de blé peut de plein droit être consignée dans les registres du Conseil au titre des quantités garanties des pays exportateurs et importateurs intéressés, conformément aux conditions stipulées dans le présent article, même si ladite transaction a été conclue avant que les deux pays ou l'un d'entre eux aient déposé leurs instruments d'acceptation du présent Accord.
4. Si un contrat commercial ou un accord gouvernemental sur la vente et l'achat de farine de blé stipule—ou si le pays exportateur et le pays importateur intéressés informent le Conseil qu'ils sont convenus—que le prix de ladite farine de blé est compatible avec

les prix stipulés à l'article VI ou déterminés en vertu des dispositions dudit article, l'équivalent en blé en grain de cette farine de blé sera, sous réserve des conditions prescrites aux alinéas a) ii) et b) du paragraphe 2 du présent article, inscrit dans les registres du Conseil au titre des quantités garanties de ces pays. Si le contrat commercial ou l'accord gouvernemental ne contient pas de stipulation de cette nature, et si le pays exportateur et le pays importateur intéressés ne reconnaissent pas que le prix de la farine de blé est compatible avec les prix stipulés à l'article VI ou déterminés en vertu des dispositions dudit article, l'un ou l'autre de ces pays pourra, à moins qu'ils ne soient convenus que l'équivalent en blé en grain de cette farine de blé ne sera pas inscrit dans les registres du Conseil au titre de leurs quantités garanties, prier le Conseil de trancher la question. Si le Conseil, après avoir examiné cette requête, décide que le prix de ladite farine de blé est compatible avec les prix stipulés à l'article VI ou déterminés en vertu des dispositions dudit article, l'équivalent en blé en grain de ladite farine de blé sera inscrit au titre des quantités garanties du pays exportateur et du pays importateur intéressés, sous réserve des conditions fixées à l'alinéa b) du paragraphe 2 du présent article. Si le Conseil, après avoir examiné cette requête, décide que le prix de ladite farine de blé est incompatible avec les prix stipulés à l'article VI ou déterminés en vertu des dispositions dudit article, l'équivalent en blé en grain de la farine de blé ne sera pas ainsi enregistré.

5. Sous réserve que les conditions stipulées au paragraphe 2 ou au paragraphe 4 du présent article, à l'exception de l'alinéa b) du paragraphe 2, soient remplies, le Conseil peut autoriser l'enregistrement de transactions au titre des quantités garanties pour une année agricole, si a) la période de chargement prévue dans la transaction est comprise dans un délai raisonnable, ne dépassant pas un mois, à fixer par le Conseil, avant le début ou après la fin de ladite année agricole, et si b) le pays exportateur et le pays importateur intéressés sont d'accord.

6. Pendant la période où la navigation est fermée entre Fort William/Port Arthur et les ports canadiens de l'Atlantique, toute transaction ou partie de transaction peut, nonobstant les dispositions du paragraphe 4 de l'article VI, être inscrite dans les registres du Conseil au titre de la quantité garantie du pays exportateur et du pays importateur intéressés si elle porte sur:

- a) Du blé canadien transporté uniquement par chemin de fer de Fort William/Port Arthur jusqu'aux ports canadiens de l'Atlantique, ou

b) Du blé des Etats-Unis qui, à moins de circonstances indépendantes de la volonté de l'acheteur et du vendeur, devrait être acheminé par voie lacustre et par fer jusqu'aux ports des Etats-Unis situés sur la côte atlantique et qui, du fait que ce mode de transport mixte n'est pas possible, est transporté uniquement par chemin de fer jusqu'aux ports des Etats-Unis sur la côte atlantique,

sous réserve que l'acheteur et le vendeur soient d'accord sur le paiement des frais de transport supplémentaires en résultant.

7. Le Conseil établit un règlement intérieur s'appliquant à la notification et à l'enregistrement des transactions qui font partie des quantités garanties, conformément aux dispositions suivantes:

- a) Toute transaction ou partie de transaction, entre un pays exportateur et un pays importateur, réunissant les conditions prescrites aux paragraphes 2, 3 ou 4 du présent article pour être imputables sur les quantités garanties de ces pays, est notifiée au Conseil, de la manière que le Conseil décide dans son règlement intérieur, dans les délais et avec les renseignements prévus, par un seul ou par l'un et l'autre de ces deux pays.
- b) Toute transaction ou partie de transaction notifiée conformément aux dispositions de l'alinéa a) est inscrite dans les registres du Conseil au titre des quantités garanties du pays exportateur et du pays importateur entre lesquels cette transaction est conclue.
- c) L'ordre dans lequel les transactions et parties de transactions sont inscrites dans les registres du Conseil au titre des quantités garanties est fixé par le Conseil dans son règlement intérieur.
- d) Le Conseil, dans un délai qui devra être prescrit dans son règlement intérieur, notifie à chaque pays exportateur et à chaque pays importateur l'inscription dans ses registres de toute transaction ou partie de transaction au titre de ses quantités garanties.
- e) Si, dans le délai que prescrit le Conseil dans son règlement intérieur, le pays importateur ou le pays exportateur intéressé élève, à un titre quelconque, une objection contre l'inscription d'une transaction ou partie de transaction dans les registres du Conseil au titre de sa quantité garantie, le Conseil procède à un nouvel examen de la question et, s'il décide que l'objection est fondée, rectifie ses registres en conséquence.

- f) Si un pays, qu'il soit exportateur ou importateur, estime improbable que la quantité totale de blé déjà inscrite dans les registres du Conseil au titre de sa quantité garantie pour l'année agricole en cours puisse être chargée dans le cours de cette année agricole, ce pays peut demander au Conseil de réduire en conséquence les montants inscrits dans ses registres. Le Conseil examine la question et, s'il décide que la requête est justifiée, rectifie ses registres en conséquence.
  - g) Toute quantité de blé achetée par un pays importateur à un pays exportateur et revendue à un autre pays importateur peut, par voie d'accord entre les pays importateurs intéressés, être inscrite au titre de la partie non couverte des achats garantis du pays importateur auquel ce blé est finalement revendu, à condition qu'une réduction correspondante soit apportée au montant inscrit au titre des achats garantis du premier pays importateur.
  - h) Le Conseil adresse à tous les pays exportateurs et importateurs, chaque semaine ou à tout autre intervalle de temps qu'il pourra prescrire dans son règlement intérieur, un relevé des montants inscrits dans ses registres au titre des quantités garanties.
  - i) Le Conseil adresse notification immédiate à tous les pays exportateurs et importateurs lorsque les engagements relatifs à la quantité garantie d'un pays exportateur ou d'un pays importateur, pour une année agricole donnée, sont remplis.
8. Tout pays exportateur et tout pays importateur pourront bénéficier, dans l'accomplissement de leurs engagements au titre de leurs quantités garanties, d'une marge de tolérance que le Conseil déterminera pour ces pays, en prenant pour base leurs quantités garanties et les autres facteurs appropriés.

## ARTICLE V

### *Exercice des droits*

1. a) Tout pays importateur qui éprouve des difficultés à acheter la quantité représentant ses engagements non remplis pour une année agricole donnée, à des prix compatibles avec les prix maxima stipulés à l'article VI ou déterminés en vertu des dispositions dudit article, peut demander au Conseil de l'aider à effectuer les achats désirés.
- b) Dans les trois jours qui suivent la réception d'une requête formulée en vertu de l'alinéa a), le Secrétaire du Conseil notifie

à ceux des pays exportateurs qui ont des engagements non remplis pour l'année agricole en question le montant de la quantité représentant les engagements non remplis du pays importateur qui a demandé l'aide du Conseil, et les invite à offrir de mettre du blé en vente à des prix compatibles avec les prix maxima stipulés à l'article VI ou déterminés en vertu des dispositions dudit article.

c) Si, dans les vingt jours qui suivent la notification faite par le secrétaire du Conseil en vertu de l'alinéa b), le total des engagements non remplis du pays importateur intéressé, ou telle part de ce total que le Conseil estime raisonnable au moment où la demande en a été faite, ne fait pas l'objet d'une offre de vente, le Conseil détermine, aussitôt que possible.

i) Les quantités,  
ainsi que, s'il en est prié,

ii) La qualité et le type  
du blé en grain et/ou de la farine de blé que chacun ou l'un quelconque des pays exportateurs est requis d'offrir de mettre en vente à ce pays importateur, et dont le chargement doit avoir lieu au cours de l'année agricole en cause ou dans tels délais ultérieurs, ne dépassant pas un mois, que le Conseil peut fixer.

Le Conseil se prononce au sujet de i) et ii) ci-dessus après avoir reçu l'assurance, si celle-ci est demandée, que cette farine de blé ou ce blé en grain est destiné à la consommation du pays importateur ou à son commerce normal ou traditionnel; pour prendre sa décision, le Conseil tient également compte de toute circonstance que le pays exportateur et le pays importateur peuvent soumettre à son examen, y compris:

iii) Le volume global et les proportions respectives qu'atteignent, traditionnellement et normalement, les importations de farine de blé et de blé en grain, ainsi que la qualité et le type de farine de blé et de blé en grain qu'importe le pays importateur intéressé; et

iv) La proportion de sa quantité garantie que chaque pays exportateur a déjà vendue à la date à laquelle la demande est présentée.

d) Tout pays exportateur qui est requis, sur décision du Conseil prise en vertu de l'alinéa c), d'offrir de mettre en vente au pays importateur des quantités de blé en grain et/ou de farine de blé doit, dans les trente jours qui suivent cette décision, offrir de

vendre à ce pays importateur ces quantités, lesquelles doivent être chargées au cours de la période prévue à l'alinéa c), à des prix compatibles avec les prix maxima stipulés à l'article VI ou déterminés en vertu des dispositions dudit article et, à moins que ces pays n'en décident autrement d'un commun accord, aux conditions généralement en usage entre eux à cette époque pour le choix de la devise à utiliser pour le règlement.

e) En cas de désaccord entre un pays exportateur et un pays importateur, soit au sujet de l'ajustement de prix à opérer en raison de différences de qualité, soit au sujet de la quantité de farine de blé ou du prix de la farine de blé sur laquelle doit porter une transaction donnée, négociée en exécution de la décision prise par le Conseil en vertu de l'alinéa c), soit au sujet de la relation entre le prix de ladite farine de blé et les prix maxima du blé en grain stipulés à l'article VI ou déterminés en vertu des dispositions dudit article, soit au sujet des conditions auxquelles le blé en grain et/ou la farine de blé seront achetés ou vendus, la question est déférée au Conseil pour décision.

2. a) Tout pays exportateur qui éprouve des difficultés à vendre la quantité représentant ses engagements non remplir pour une année agricole donnée, à des prix compatibles avec les prix minima stipulés à l'article VI ou déterminés en vertu des dispositions dudit article, peut demander au Conseil de l'aider à effectuer les ventes désirées.

b) Dans les trois jours qui suivent la réception d'une requête formulée en vertu de l'alinéa a), le secrétaire du Conseil notifie à ceux des pays importateurs qui ont des engagements non remplis pour l'année agricole en question le montant de la quantité représentant les engagements non remplis du pays exportateur qui a demandé l'aide du Conseil, et les invite à proposer d'acheter du blé à des prix compatibles avec les prix minima stipulés à l'article VI ou déterminés en vertu des dispositions dudit article.

c) Si, dans les vingt jours qui suivent la notification faite par le secrétaire du Conseil en vertu de l'alinéa b), le total des engagements non remplis du pays exportateur intéressé, ou telle part de ce total que le Conseil estime raisonnable au moment où la demande en a été faite, n'est pas acheté, le Conseil détermine, aussitôt que possible:

- i) Les quantités,  
ainsi que, s'il en est prié,
- ii) La qualité et le type  
du blé en grain et/ou de la farine de blé que chacun ou l'un

quelconque des pays importateurs est requis de proposer d'acheter à ce pays exportateur, et dont le chargement doit avoir lieu au cours de l'année agricole en cause ou dans tels délais ultérieurs, ne dépassant pas un mois, que le Conseil peut fixer.

Pour prendre sa décision au sujet de i) et ii) ci-dessus, le Conseil tient compte de toute circonstance que les pays exportateurs et les pays importateurs peuvent soumettre à son examen, y compris, en ce qui concerne chaque pays importateur:

- iii) Le volume global et les proportions respectives qu'atteignent, traditionnellement et normalement, les importations de farine de blé et de blé en grain, ainsi que la qualité et le type de farine de blé et de blé en grain, qu'importe ce pays; et
  - iv) La proportion de sa quantité garantie déjà achetée à la date à laquelle la demande est présentée.
- d) Tout pays importateur qui est requis, sur décision du Conseil prise en vertu de l'alinéa c), de proposer d'acheter au pays exportateur des quantités de blé en grain et/ou de farine de blé doit, dans les trente jours qui suivent cette décision, proposer d'acheter à ce pays exportateur ces quantités, lesquelles doivent être chargées au cours de la période prévue à l'alinéa c), à des prix compatibles avec les prix minima stipulés à l'article VI ou déterminés en vertu des dispositions dudit article et, à moins que ces pays n'en décident autrement d'un commun accord, aux conditions généralement en usage entre eux à cette époque pour le choix de la devise à utiliser pour le règlement.
- e) En cas de désaccord entre un pays exportateur et un pays importateur, soit au sujet de l'ajustement de prix à opérer en raison de différences de qualité, soit au sujet de la quantité de farine de blé ou du prix de la farine de blé sur laquelle doit porter une transaction donnée, négociée en exécution de la décision prise par le Conseil en vertu de l'alinéa c), soit au sujet de la relation entre le prix de ladite farine de blé et les prix minima du blé en grain stipulés à l'article VI ou déterminés en vertu des dispositions dudit article, soit au sujet des conditions auxquelles le blé en grain et/ou la farine de blé seront achetés et vendus, la question est déférée au Conseil pour décision.

3. Aux fins du présent article, Port Churchill n'est pas un port d'expédition.

**ARTICLE VI*****Prix***

1. a) Pendant la durée du présent Accord, les prix de base minimum et maximum sont:

Minimum 1,50 dollar

Maximum 2,00 dollars

en dollars canadiens par boisseau, à la parité du dollar canadien déterminée pour les besoins du Fonds monétaire international à la date du 1er mars 1949, pour le blé Manitoba Northern No 1 en vrac en magasin Fort William/Port Arthur. Les prix de base minimums et maximums et leurs équivalents mentionnés ci-après ne comprennent pas les frais de détention et de marché que l'acheteur et le vendeur seraient convenus de fixer.

b) Les frais de détention dont conviennent l'acheteur et le vendeur ne sont imputables à l'acheteur qu'après une date fixée d'un commun accord et stipulée dans le contrat aux termes duquel le blé est vendu.

2. Le prix maximum équivalent du blé en vrac pour:

- a) Le blé Manitoba Northern No 1 en magasin Vancouver est le prix maximum du blé Manitoba Northern No 1 en vrac en magasin Fort William/Port Arthur stipulé au paragraphe 1 du présent article;
- b) Le blé Manitoba Northern No 1 f. o. b. Port Churchill, Manitoba, est le prix équivalent du prix c. et f. pays de destination du prix maximum pour le blé Manitoba Northern No 1 en vrac en magasin Fort William/Port Arthur stipulé au paragraphe 1 du présent article et calculé en fonction des frais de transport et des taux de change en vigueur;
- c) Le blé d'Argentine en magasin ports de l'océan est le prix maximum du blé Manitoba Northern No 1 en vrac en magasin Fort William/Port Arthur stipulé au paragraphe 1 du présent article, converti en devise argentine au cours du change en vigueur, en opérant les ajustements de prix correspondant aux différences de qualité dont peuvent convenir le pays exportateur et le pays importateur intéressés;
- d) Le blé d'Australie f. a. q. en magasin ports de l'océan est le prix maximum pour le blé Manitoba Northern No 1 en vrac en magasin Fort William/Port Arthur stipulé au paragraphe 1 du présent article, converti en devise australienne au cours du change en vigueur, en opérant les ajustements

- de prix correspondant aux différences de qualité dont peuvent convenir le pays exportateur et le pays importateur intéressés;
- e) Le blé de France, sur échantillon ou sur description f. o. b. ports maritimes français ou rendu à la frontière française (selon le cas):
    - i) Si le pays de destination touche à la mer, est le prix c. et f. dans le pays de destination du blé Manitoba Northern No 1 en vrac en magasin Fort William/Port Arthur au prix maximum stipulé au paragraphe 1 du présent article, moins les frais de transport de la côte française à la côte du pays de destination.
    - ii) Si le pays de destination ne touche pas à la mer, le prix frontière française est égal au prix déterminé conformément au i) ci-dessus pour une livraison de blé à Hambourg, calculé en fonction des frais de transport et des taux de change en vigueur et en opérant les ajustements de prix correspondant aux différences de qualité dont peuvent convenir le pays exportateur et le pays importateur intéressés;
  - f) Le blé de Suède, sur échantillon ou sur description f. o. b. ports suédois entre Stockholm et Goteborg, ces deux ports compris, est le prix équivalent au prix c. et f. pays de destination du prix maximum pour le blé Manitoba Northern No 1 en vrac en magasin Fort William/Port Arthur stipulé au paragraphe 1 du présent article et calculé en fonction des frais de transport et des taux de change en vigueur, en opérant les ajustements de prix correspondant aux différences de qualité dont peuvent convenir le pays exportateur et le pays importateur intéressés;
  - g) Le blé Hard Winter No 1 f. o. b. ports des Etats-Unis d'Amérique golfe/côte atlantique, est le prix équivalent du prix c. et f. pays de destination du prix maximum pour le blé Manitoba Northern No 1 en vrac en magasin Fort William/Port Arthur stipulé au paragraphe 1 du présent article, et calculé en fonction des frais de transport et des taux de change en vigueur, en opérant les ajustements de prix correspondant aux différences de qualité dont peuvent convenir le pays exportateur et le pays importateur intéressés; et
  - h) Le blé Soft White No 1 ou le blé Hard Winter No 1 en magasin ports de la côte pacifique des Etats-Unis d'Amé-

rique, est le prix maximum du blé Manitoba Northern No 1 en vrac en magasin Fort William/Port Arthur stipulé au paragraphe 1 du présent article, et calculé en fonction du taux de change en vigueur, en opérant les ajustements de prix correspondant aux différences de qualité dont peuvent convenir le pays exportateur et le pays importateur intéressés.

3. Le prix minimum équivalent du blé en vrac pour:
  - a) Le blé Manitoba Northern No 1 f. o. b. Vancouver,
  - b) Le blé Manitoba Northern No 1 f. o. b. Port Churchill, Manitoba,
  - c) Le blé d'Argentine f. o. b. Argentine,
  - d) Le blé f. a. q. f. o. b. Australie,
  - e) Le blé de France, sur échantillon ou sur description f. o. b. ports français,
  - f) Le blé de Suède, sur échantillon ou sur description f. o. b. ports suédois entre Stockholm et Goteborg, ces deux ports compris,
  - g) Le blé Hard Winter No 1 f. o. b. ports des Etats-Unis d'Amérique golfe/côte atlantique, et
  - h) Le blé Soft White No 1 ou le blé Hard Winter No 1 f. o. b. ports de la côte du pacifique des Etats-Unis d'Amérique

est respectivement:

le prix f. o. b. Vancouver, Port Churchill, Argentine, Australie, France, ports suédois entre Stockholm et Goteborg, ces deux ports compris, ports des Etats-Unis d'Amérique golfe/côte atlantique et ports de la côte pacifique des Etats-Unis d'Amérique, équivalent au prix c. et f. Royaume-Uni de Grande-Bretagne et d'Irlande du Nord du prix minimum du blé Manitoba Northern No 1 en vrac en magasin Fort William/Port Arthur stipulé au paragraphe 1 du présent article, et calculé en fonction des frais de transport et des taux de change en vigueur, en opérant les ajustements de prix correspondant aux différences de qualité dont peuvent convenir le pays exportateur et le pays importateur intéressés.

4. Pendant la période où la navigation est fermée entre Fort William/Port Arthur et les ports canadiens de l'Atlantique, les prix minimum et maximum équivalents sont fixés compte tenu seulement du mouvement du blé acheminé par voie lacustre ou par fer de Fort William/Port Arthur aux ports d'hiver canadiens.

5. Le Comité exécutif peut, en consultation avec le Comité consultatif des équivalences de prix, fixer les prix minimum et maximum équivalents pour le blé à des points autres que ceux

qui sont stipulés ci-dessus; il peut également reconnaître toute définition, variété ou catégorie ou tout type de blé autre que ceux mentionnés aux paragraphes 2 et 3 ci-dessus, et en déterminer les prix minimum et maximum équivalents, étant entendu que, pour tout nouveau blé dont le prix équivalent n'est pas encore déterminé, les prix minimum et maximum seront provisoirement déterminés d'après les prix minimum et maximum de la définition, de la variété, de la catégorie ou du type de blé spécifiés au présent article, ou reconnus ultérieurement par le Comité exécutif en consultation avec le Comité consultatif des équivalences de prix, qui se rapprochent le plus dudit nouveau blé, par l'addition d'une prime appropriée ou par la déduction d'un escompte approprié.

6. Si un pays exportateur quelconque ou un pays importateur quelconque fait remarquer au Comité exécutif qu'un prix équivalent établi conformément aux dispositions des paragraphes 2, 3 ou 5 du présent article n'est plus, à la lumière des tarifs de transport, des taux de change, des primes ou des escomptes en vigueur, un prix équitable, le Comité exécutif examine la question et peut, en consultation avec le Comité consultatif des équivalences de prix, opérer tel ajustement qu'il juge souhaitable.

7. En fixant les prix minimum et maximum équivalents, par application des paragraphes 2, 3, 5 ou 6 ci-dessus, on n'opérera aucun ajustement de prix à raison de différences de qualité qui aurait pour effet de fixer les prix minimum et maximum équivalents du blé, quels que soient ses définition, variété, catégorie ou type, à un niveau plus élevé que le prix de base minimum ou maximum, suivant le cas, stipulé au paragraphe 1 ci-dessus.

8. S'il s'élève une contestation sur le montant de la prime ou de l'escompte approprié en cas d'application des dispositions des paragraphes 5 et 6 du présent article en ce qui concerne toute définition de blé stipulée aux paragraphes 2 ou 3 ou reconnue en vertu du paragraphe 5 du présent article, le Comité exécutif, en consultation avec le Comité consultatif des équivalences de prix, tranche le différend à la demande du pays exportateur ou du pays importateur intéressé.

9. Toutes les décisions du Comité exécutif prises en vertu des dispositions des paragraphes 5, 6 et 8 du présent article lient tous les pays exportateurs et tous les pays importateurs, étant entendu que tout pays qui se considère désavantagé par l'une quelconque de ces décisions peut demander au Conseil de reconsiderer cette décision.

**ARTICLE VII***Stocks*

1. Afin d'assurer des fournitures de blé aux pays importateurs, chaque pays exportateur s'efforcera de maintenir, à la fin de son année agricole, les stocks de blé de l'ancienne récolte à un niveau suffisant pour permettre l'exécution certaine, au cours de toute année agricole, de ses engagements au titre des ventes garanties aux termes du présent Accord.
2. Si la récolte d'un pays exportateur est insuffisante, le Conseil consacre une attention particulière aux efforts déployés par ce pays exportateur pour maintenir des stocks suffisants, ainsi qu'il est prévu au paragraphe 1 du présent article, avant de relever ce pays de l'une quelconque des obligations que lui impose l'article X.
3. Afin d'éviter, au début et à la fin d'une année agricole, des achats disproportionnés de blé, qui pourraient porter préjudice à la stabilisation des prix visée par le présent Accord et rendre difficile l'accomplissement des obligations de tous les pays exportateurs et de tous les pays importateurs, les pays importateurs s'efforceront d'assurer le maintien, à toute époque, de stocks suffisants.
4. Si un pays importateur fait appel en vertu de l'article XIII, le Conseil consacre une attention particulière aux efforts déployés par ce pays importateur pour maintenir des stocks suffisants, ainsi qu'il est prévu au paragraphe 3 du présent article, avant de se prononcer favorablement sur cet appel.

**ARTICLE VIII***Informations à fournir au Conseil*

Les pays exportateurs et les pays importateurs notifient au Conseil, dans les délais que celui-ci prescrit, telle information qu'il peut demander pour les besoins de l'administration du présent Accord.

**TROISIEME PARTIE—AJUSTEMENT DES QUANTITES GARANTIES****ARTICLE IX***Ajustements dans le cas de non-participation ou de retrait de certains pays*

1. S'il apparaît une différence quelconque entre le total des achats garantis figurant à l'annexe A de l'article III et le total des ventes garanties figurant à l'annexe B de l'article III, du fait qu'un ou

plusieurs pays figurant à l'annexe A ou à l'annexe B a) ne signent pas l'Accord, ou b) ne déposent pas un instrument d'acceptation, ou c) se retirent du présent Accord en vertu des dispositions des paragraphes 5, 6 ou 7 de l'article XXII, ou d) sont exclus du présent Accord en vertu de l'article XIX, ou e) sont déclarés par le Conseil, selon les dispositions de l'article XIX, en défaut pour tout ou partie de leurs quantités garanties aux termes du présent Accord, le Conseil, sans préjudice du droit reconnu à tout pays, au paragraphe 6 de l'article XXII, de se retirer du présent Accord, ajuste les quantités garanties restantes de façon que le total d'une annexe soit égal à celui de l'autre annexe.

2. Sauf décision contraire du Conseil prise à la majorité des deux tiers des voix exprimées par les pays exportateurs et des deux tiers des voix exprimées par les pays importateurs, l'ajustement prévu par le présent article sera effectué par la réduction au prorata des quantités garanties à l'annexe A ou l'annexe B, selon le cas, à concurrence du montant nécessaire pour que le total d'une annexe soit égal à celui de l'autre annexe.

3. Pour opérer l'ajustement prévu par le présent article, le Conseil ne perdra pas de vue que, d'une manière générale, il est désirable de maintenir le total des achats garantis et le total des ventes garanties à un niveau aussi élevé que possible.

## ARTICLE X

### *Ajustements en cas de récolte insuffisante ou de nécessité de sauvegarder la balance des paiements ou les réserves monétaires*

1. Tout pays exportateur ou tout pays importateur craignant qu'une récolte insuffisante, dans le cas d'un pays exportateur, ou que la nécessité de sauvegarder sa balance des paiements ou ses réserves monétaires, dans le cas d'un pays importateur, l'empêche d'exécuter ses obligations en vertu du présent Accord, pour une année agricole donnée, en réfère le plus tôt possible au Conseil et présente au Conseil une demande d'exemption totale ou partielle de ses obligations pour ladite année agricole. Toute demande présentée au Conseil conformément au présent paragraphe est examinée sans délai.

2. Si la demande concerne une récolte insuffisante, le Conseil, avant de se prononcer sur la demande d'exemption, étudie la situation des approvisionnements du pays qui lui en a référé.

3. Si la demande concerne la balance des paiements ou les réserves monétaires, le Conseil s'enquiert et tient compte non seulement de tous les éléments qu'il juge appropriés, mais aussi de l'avis du Fonds monétaire international, dans la mesure où la question

intéresse un pays membre du Fonds, au sujet de l'existence et de l'étendue de la nécessité à laquelle se réfère le paragraphe 1 du présent article.

4. Pour se prononcer sur une demande d'exemption présentée en vertu du présent article, le Conseil applique le principe selon lequel le pays intéressé procédera, dans la mesure maximum de ses possibilités, à des ventes pour remplir ses obligations en vertu du présent Accord, s'il s'agit d'un pays exportateur, et à des achats pour remplir ses obligations en vertu du présent Accord, s'il s'agit d'un pays importateur.

5. Le Conseil décide si la requête du pays qui lui en a référé est fondée. S'il estime que cette requête est fondée, il décide dans quelle mesure et à quelles conditions le pays qui lui en a référé peut être dispensé d'exécuter les engagements pris au titre de sa quantité garantie pour l'année agricole en question. Le Conseil informe de sa décision le pays qui lui en a référé.

6. Si le Conseil décide que le pays qui lui en a référé doit être exempté de tout ou partie de sa quantité garantie pour l'année agricole en question, la procédure suivante est appliquée:

- a) Le Conseil invite, si le pays qui lui en a référé est un pays importateur, les autres pays importateurs ou, si le pays qui lui en a référé est un pays exportateur, les autres pays exportateurs, à augmenter leurs quantités garanties pour l'année agricole en question jusqu'à concurrence du montant de la quantité garantie dont est exempté le pays qui en a référé au Conseil. Toute augmentation des quantités garanties aux termes du présent alinéa doit être approuvée par le Conseil.
- b) Si le montant de la quantité dont est exempté le pays qui en a référé au Conseil ne peut être complètement compensé suivant la procédure prévue à l'alinéa a) du présent paragraphe, le Conseil invite les pays exportateurs, si le pays qui lui en a référé est un pays importateur, ou les pays importateurs, si le pays qui lui en a référé est un pays exportateur, à accepter une réduction de leurs quantités garanties pour l'année agricole en question jusqu'à concurrence du montant de la quantité garantie dont est exempté le pays qui en a référé au Conseil, compte tenu de tous ajustements opérés en vertu de l'alinéa a) du présent paragraphe.
- c) Si le total des offres reçues par le Conseil de la part des pays exportateurs et importateurs visant, soit à augmenter leurs quantités garanties en vertu de l'alinéa a) du présent para-

graphie, soit à réduire leurs quantités garanties en vertu de l'alinéa b) du présent paragraphe, dépasse le montant de la quantité garantie dont est exempté le pays qui en a référé au Conseil, leurs quantités garanties sont, sauf décision contraire du Conseil, augmentées ou réduites, selon le cas, au prorata, pourvu que l'augmentation ou la réduction de la quantité garantie d'un de ces pays ne dépasse pas son offre.

- d) Si le montant de la quantité garantie dont est exempté le pays qui en a référé au Conseil ne peut être complètement compensé de la façon prévue aux alinéas a) et b) du présent paragraphe, le Conseil réduit les quantités garanties pour l'année agricole en question, figurant à l'annexe A de l'article III si le pays qui lui en a référé est un pays exportateur, ou à l'annexe B de l'article III si le pays qui lui en a référé est un pays importateur, du montant nécessaire pour que le total d'une annexe soit égal à celui de l'autre annexe. A moins que les pays exportateurs, en cas de réduction à l'annexe B, ou les pays importateurs, en cas de réduction à l'annexe A, n'en décident autrement, la réduction est effectuée au prorata, compte tenu de toute réduction déjà effectuée en vertu de l'alinéa b) du présent paragraphe.

## ARTICLE XI

### *Ajustements par consentement mutuel des quantités garanties*

1. Le Conseil peut, à la demande des pays exportateurs et importateurs dont les quantités garanties se trouveraient modifiées de ce fait, approuver, pour la période de validité de l'Accord qui reste à courir, l'augmentation des quantités garanties à l'une des annexes de l'article III, concurremment avec une augmentation équivalente, pour ladite période, des quantités garanties à l'autre annexe.
2. Un pays exportateur peut transférer une partie de sa quantité garantie à un autre pays exportateur et un pays importateur peut transférer une partie de sa quantité garantie à un autre pays importateur pour la durée d'une ou de plusieurs années agricoles, sous réserve de l'approbation du Conseil à la majorité des voix exprimées par les pays exportateurs et à la majorité des voix exprimées par les pays importateurs.
3. La quantité garantie de tout pays accédant au présent Accord en vertu de l'article XXI est compensée par des ajustements correspondants, en plus ou en moins, des quantités garanties d'un ou de plusieurs pays figurant aux annexes A et B de l'article III.

Lesdits ajustements ne sont pas approuvés tant que chaque pays exportateur ou importateur dont la quantité garantie est modifiée de ce fait n'a pas signifié son assentiment.

#### ARTICLE XII

##### *Achats supplémentaires en cas de besoins critiques*

En vue de subvenir à des besoins critiques qui se manifestent ou menacent de se manifester sur son territoire, un pays importateur peut faire appel au Conseil pour lui demander de l'aider à obtenir des approvisionnements de blé en sus de ses achats garantis. Après examen de cette demande, le Conseil, à condition qu'il reconnaisse qu'une telle crise ne peut être résolue d'autre manière, peut réduire au prorata les quantités garanties des autres pays importateurs, afin de fournir la quantité de blé qu'il juge nécessaire pour remédier à la crise créée par ces besoins critiques. La majorité des deux tiers des voix exprimées par les pays exportateurs et des deux tiers des voix exprimées par les pays importateurs est nécessaire pour décider toute réduction des achats garantis, effectuée en vertu du présent paragraphe.

### QUATRIEME PARTIE—ADMINISTRATION

#### ARTICLE XIII

##### *Le Conseil*

###### A. Acte constitutif

1. Le Conseil international du blé, constitué en vertu de l'Accord international sur le blé, ouvert à la signature à Washington le 23 mars 1949, continue à exister aux fins d'administration du présent Accord.
2. Tout pays exportateur et tout pays importateur est membre votant du Conseil et peut être représenté aux réunions par un délégué, des suppléants et des conseillers.
3. Toute organisation intergouvernementale que le Conseil aura décidé d'inviter pourra déléguer un représentant qui assistera aux réunions du Conseil sans avoir le droit de vote.
4. Pour chaque année agricole, le Conseil élit un président et un vice-président.

###### B. Pouvoirs et fonctions du Conseil

5. Le Conseil établit son règlement intérieur.

6. Le Conseil tient les registres nécessaires à l'application des dispositions du présent Accord, et peut réunir toute autre documentation qu'il juge souhaitable.

7. a) Le Conseil peut étudier toute question relative à la situation du blé dans le monde et peut encourager les échanges de renseignements et les consultations intergouvernementales ayant trait à ce sujet. Le Conseil peut prendre telles dispositions qu'il estime souhaitables avec l'Organisation des Nations Unies pour l'alimentation et l'agriculture et avec d'autres organisations intergouvernementales ainsi qu'avec les gouvernements non parties au présent Accord qui ont un intérêt substantiel dans le commerce international du blé en vue d'assurer une coopération pour l'une quelconque de ces activités.

b) Les pays exportateurs et importateurs se réservent une complète liberté d'action dans la fixation et l'application de leur politique intérieure en matière d'agriculture et de prix.

8. Le Conseil publie un rapport annuel et peut publier toute autre information relative à des questions relevant du présent Accord.

9. Le Conseil a tous autres pouvoirs et exerce toutes autres fonctions qu'il peut estimer nécessaires pour assurer l'exécution des dispositions du présent Accord.

10. Le Conseil peut, à la majorité des deux tiers des voix exprimées par les pays exportateurs et des deux tiers des voix exprimées par les pays importateurs, déléguer l'exercice de n'importe lesquels de ses pouvoirs ou fonctions. Le Conseil peut, à tout moment, révoquer une telle délégation de pouvoirs à la majorité des voix exprimées. Toute décision prise en vertu de tous pouvoirs ou fonctions délégués par le Conseil, conformément aux dispositions du présent paragraphe, est sujette à révision de la part du Conseil, à la demande de tout pays exportateur ou importateur, dans les délais que le Conseil prescrit. Toute décision au sujet de laquelle il n'est pas présenté de demande de révision dans les délais prescrits lie tous les pays exportateurs et tous les pays importateurs.

#### C. Vote

11. a) Sous réserve des dispositions des alinéas b) et c) du présent paragraphe, les pays importateurs détiennent 1.000 voix, qui sont réparties parmi eux suivant le rapport existant entre leurs achats garantis respectifs pour l'année agricole en cours et le total des achats garantis pour cette année agricole. Les pays exportateurs détiennent également 1.000 voix, qui sont réparties

parmi eux suivant le rapport existant entre leurs ventes garanties respectives pour l'année agricole en cours et le total des ventes garanties pour cette année agricole.

b) A toute séance du Conseil où un pays importateur ou un pays exportateur n'est pas représenté par un délégué accrédité et n'a pas habilité un autre pays à exprimer ses voix conformément au paragraphe 16 du présent article, le total des voix que peuvent exprimer les pays exportateurs est ramené à un chiffre égal à celui du total des voix que peuvent exprimer, à cette séance, les pays importateurs et redistribué parmi les pays exportateurs en proportion de leurs ventes garanties.

c) Tout pays exportateur ou pays importateur dispose [d'au moins une voix; il n'y a pas de fraction de voix.

12. Toutes les fois qu'une modification se produit dans les achats garantis ou les ventes garanties pour l'année agricole en cours, le Conseil redistribue les voix, conformément aux dispositions du paragraphe 11 du présent article.

13. Si un pays exportateur ou un pays importateur est déchu de son droit de vote en vertu des dispositions du paragraphe 5 de l'article XVII, ou perd son droit de vote en vertu des dispositions du paragraphe 7 de l'article XIX, le Conseil redistribue les voix, comme si ledit pays n'avait aucune quantité garantie pour l'année agricole en cours.

14. Il est fait abstraction, aux fins de redistribution des voix en vertu du présent article, de toute réduction de sa quantité garantie qu'un pays exportateur ou un pays importateur a acceptée en vertu du paragraphe 6 b) de l'article X, de même que de tout transfert, effectué aux termes du paragraphe 2 de l'article XI, pour une année agricole seulement, d'une partie de la quantité garantie d'un pays.

15. Sauf disposition contraire du présent Accord, les décisions du Conseil sont prises à la majorité des voix exprimées.

16. Tout pays exportateur peut autoriser un autre pays exportateur, et tout pays importateur peut autoriser un autre pays importateur, à représenter ses intérêts et à exercer son droit de vote à une ou à toutes les réunions du Conseil. Une attestation de cette autorisation, acceptable pour le Conseil, est soumise au Conseil.

#### D. Sessions

17. Le Conseil se réunit au cours de chaque année agricole au moins une fois par semestre et à toute autre date que le Président peut fixer.

18. Le Président convoque une session du Conseil si la demande lui en est faite a) par cinq pays, ou b) par un ou plusieurs pays détenant au total un minimum de dix pour cent de l'ensemble des voix, ou c) par le Comité exécutif.

**E. Quorum**

19. A toute réunion du Conseil, la présence de délégués possédant, avant tout ajustement du nombre des voix en vertu du paragraphe 11 b) du présent article, la majorité des voix détenues par les pays exportateurs et la majorité des voix détenues par les pays importateurs est nécessaire pour constituer le quorum.

**F. Siège**

20. Le siège du Conseil est Londres, sauf décision contraire du Conseil prise à la majorité des voix exprimées par les pays exportateurs et à la majorité des voix exprimées par les pays importateurs.

**G. Capacité juridique**

21. Le Conseil a, sur le territoire de tout pays exportateur et de tout pays importateur, la capacité juridique nécessaire à l'exercice des fonctions que lui confère le présent Accord.

**H. Décisions**

22. Tout pays exportateur et tout pays importateur s'engage à se considérer comme lié par toutes les décisions prises par le Conseil en vertu des dispositions du présent Accord.

**ARTICLE XIV**

*Le Comité exécutif*

1. Le Conseil établit un Comité exécutif. Ce Comité exécutif est composé de quatre pays exportateurs au plus, élus tous les ans par les pays exportateurs, et de huit pays importateurs au plus, élus tous les ans par les pays importateurs. Le Conseil nomme le Président du Comité exécutif et peut nommer un Vice-Président.

2. Le Comité exécutif est responsable devant le Conseil et fonctionne sous la direction générale du Conseil. Il a tels pouvoirs et fonctions qui lui sont expressément assignés par le présent Accord, et tels autres pouvoirs et fonctions que le Conseil peut lui déléguer en vertu du paragraphe 10 de l'article XIII.

3. Les pays exportateurs siégeant au Comité exécutif ont le même nombre total de voix que les pays importateurs. Les voix des pays exportateurs sont réparties entre eux de la façon qu'ils décident, à condition qu'aucun pays exportateur ne détienne

plus de quarante pour cent du total des voix des pays exportateurs. Les voix des pays importateurs sont réparties entre eux de la façon qu'ils décident, à condition qu'aucun pays importateur ne détienne plus de quarante pour cent du total des voix des pays importateurs.

4. Le Conseil fixe le règlement intérieur relatif à la procédure de vote du Comité exécutif, et peut fixer telles autres clauses qu'il juge appropriées pour le règlement intérieur du Comité exécutif. Une décision du Comité exécutif doit être prise à la même majorité des voix que celle que le présent Accord exige du Conseil lorsque celui-ci prend une décision sur une question semblable.

5. Tout pays exportateur ou tout pays importateur qui n'est pas membre du Comité exécutif peut participer, sans droit de vote, à la discussion de toute question dont est saisi le Comité exécutif chaque fois que celui-ci considère que les intérêts de ce pays sont en cause.

#### ARTICLE XV

##### *Le Comité consultatif des équivalences de prix*

Le Conseil établit un Comité consultatif des équivalences de prix composé des représentants de trois pays exportateurs au plus et de trois pays importateurs au plus. Le Comité donne son avis au Conseil et au Comité exécutif sur les questions visées aux paragraphes 5, 6 et 8 de l'article VI et sur telles autres questions que le Conseil ou le Comité exécutif peuvent lui déférer. Le Président du Comité est nommé par le Conseil.

#### ARTICLE XVI

##### *Le secrétariat*

1. Le Conseil dispose d'un secrétariat composé d'un secrétaire et du personnel nécessaire aux travaux du Conseil et de ses comités.
2. Le Conseil nomme le secrétaire et détermine ses attributions.
3. Le personnel est nommé conformément au règlement établi par le Conseil.

#### ARTICLE XVII

##### *Dispositions financières*

1. Les dépenses des délégations au Conseil, des représentants au Comité exécutif et des représentants au Comité consultatif des équivalences de prix sont couvertes par les gouvernements représentés. Les autres dépenses qu'entraîne l'administration du

présent Accord, y compris celles du secrétariat et toute rémunération que le Conseil peut décider d'accorder à son Président ou à son Vice-Président, sont couvertes par voie de cotisation annuelle des pays exportateurs et des pays importateurs. La cotisation de chacun de ces pays pour chaque année agricole est fixée en proportion de ses quantités garanties par rapport au total des ventes ou des achats garantis au début de ladite année agricole.

2. Au cours de la première session qui suit l'entrée en vigueur du présent Accord, le Conseil vote son budget pour la période se terminant le 31 juillet 1957 et fixe la cotisation de chaque pays exportateur et de chaque pays importateur.

3. Le Conseil, lors d'une session du second semestre de toute année agricole, vote son budget pour l'année agricole suivante et fixe la cotisation de chaque pays exportateur et de chaque pays importateur pour ladite année agricole.

4. La cotisation initiale de tout pays exportateur et de tout pays importateur accédant au présent Accord conformément aux dispositions de l'article XXI est fixée par le Conseil sur la base de la quantité garantie que détiendra ce pays et de la période restante de l'année agricole en cours; toutefois, les cotisations fixées pour les autres pays exportateurs et pour les autres pays importateurs au titre de l'année agricole en cours ne sont pas modifiées.

5. Les cotisations sont exigibles dès leur fixation. Tout pays exportateur ou tout pays importateur qui omet de régler le montant de sa cotisation dans l'année qui en suit la fixation perd son droit de vote jusqu'à ce qu'il se soit acquitté de ladite cotisation, mais il n'est ni privé des autres droits que lui confère le présent Accord, ni relevé des obligations que celui-ci lui impose. Si un pays exportateur ou un pays importateur est déchu de son droit de vote aux termes du présent paragraphe, ses voix sont redistribuées conformément aux dispositions du paragraphe 13 de l'article XIII.

6. Le Conseil publie au cours de chaque année agricole un état vérifié des recettes encaissées et des dépenses engagées au cours de l'année agricole précédente.

7. Le gouvernement du pays où est situé le siège du Conseil accorde une exemption d'impôts sur les appointements payés par le Conseil à son personnel; toutefois, cette exemption ne s'applique pas aux ressortissants dudit pays.

8. Le Conseil prendra, avant sa dissolution, toutes dispositions en vue du règlement de son passif et de l'affectation de son actif et de ses archives.

## ARTICLE XVIII

### *Coopération avec d'autres organisations intergouvernementales*

1. Le Conseil peut prendre toutes dispositions utiles pour assurer l'échange d'informations et la coopération nécessaires avec les organes compétents et les institutions spécialisées des Nations Unies, ainsi qu'avec d'autres organisations intergouvernementales.
2. Si le Conseil constate qu'une disposition quelconque du présent Accord présente une incompatibilité de fond avec telles obligations que les Nations Unies, leurs organes compétents et leurs institutions spécialisées peuvent établir en matière d'accords intergouvernementaux sur les produits, cette incompatibilité est considérée comme une circonstance nuisant au bon fonctionnement du présent Accord, et la procédure prescrite aux paragraphes 3, 4 et 5 de l'article XXII est appliquée.

## ARTICLE XIX

### *Contestations et réclamations*

1. Toute contestation relative à l'interprétation ou à l'application du présent Accord qui n'est pas réglée par voie de négociation est, à la demande de tout pays partie au différend, déférée au Conseil pour décision.
2. Toutes les fois qu'une contestation est déférée au Conseil en vertu du paragraphe 1 du présent article, soit la majorité des pays, soit un groupe de pays détenant au moins le tiers du total des voix, peut demander au Conseil, après complète discussion, de solliciter l'opinion de la commission consultative mentionnée au paragraphe 3 du présent article avant de faire connaître sa décision.
3. a) Sauf décision contraire du Conseil, prise à l'unanimité, cette commission est composée de:
  - i) Deux membres désignés par les pays exportateurs, dont l'un possédant une grande expérience des questions du genre de celle en litige et l'autre de l'autorité et de l'expérience en matière juridique;
  - ii) Deux membres, tels que ci-dessus, désignés par les pays importateurs; et
  - iii) Un président choisi à l'unanimité par les quatre membres nommés aux termes de i) et de ii) ou, en cas de désaccord, par le Président du Conseil international du blé.
- b) Des ressortissants de pays dont les gouvernements sont parties au présent Accord peuvent être habilités à siéger à la commis-

sion consultative, et les membres qui sont nommés à la commission consultative agissent en leur capacité personnelle et sans recevoir d'instructions d'aucun gouvernement.

c) Les dépenses de la commission consultative sont à la charge du Conseil.

4. L'opinion de la commission consultative et ses motifs sont soumis au Conseil qui tranche le différend après avoir pris en considération tous les éléments d'information utiles.

5. Toute plainte selon laquelle un pays exportateur ou un pays importateur n'aurait pas rempli les obligations imposées par le présent Accord est, sur la demande du pays auteur de la plainte, déférée au Conseil, qui prend une décision en la matière.

6. Aucun pays exportateur ou aucun pays importateur ne peut être reconnu coupable d'une infraction au présent Accord qu'à la majorité des voix détenues par les pays exportateurs et à la majorité des voix détenues par les pays importateurs. Toute constatation d'une infraction au présent Accord commise par un pays exportateur ou un pays importateur doit énoncer la nature de l'infraction et, si cette infraction comporte une défaillance de ce pays à l'égard de sa quantité garantie, l'étendue de cette défaillance.

7. Si le Conseil constate qu'un pays exportateur ou un pays importateur a commis une infraction au présent Accord, il peut à la majorité des voix détenues par les pays exportateurs et à la majorité des voix détenues par les pays importateurs, soit priver le pays en question de son droit de vote jusqu'à ce qu'il se soit acquitté de ses obligations, soit l'exclure de l'Accord.

8. Si un pays exportateur ou un pays importateur est déchu de son droit de vote en vertu du présent article, ses voix sont redistribuées selon les dispositions du paragraphe 13 de l'article XIII. Si un pays exportateur ou un pays importateur est déclaré en défaut pour tout ou partie de sa quantité garantie, ou est exclu du présent Accord, les quantités garanties restantes sont ajustées selon les dispositions de l'article IX.

## CINQUIEME PARTIE—DISPOSITIONS FINALES

### ARTICLE XX

#### *Signature, acceptation et entrée en vigueur*

1. Le présent Accord sera ouvert à Washington jusqu'au 18 mai 1956 inclusivement, à la signature des gouvernements des pays figurant aux annexes A et B de l'article III.

2. Le présent Accord devra être accepté par les gouvernements signataires, conformément à leurs procédures constitutionnelles respectives. Sous réserve des dispositions du paragraphe 5 du présent article, les instruments d'acceptation seront déposés auprès du Gouvernement des Etats-Unis d'Amérique au plus tard le 16 juillet 1956, étant entendu toutefois qu'aux fins du présent article, une notification adressée par tout gouvernement signataire au Gouvernement des Etats-Unis d'Amérique avant le 16 juillet 1956, signifiant son intention d'accepter le présent Accord et suivie du dépôt de l'instrument d'acceptation en exécution de cette intention le 1er décembre 1956 au plus tard, sera considérée comme constituant une acceptation au 16 juillet 1956.

3. A condition que les gouvernements de pays figurant à l'annexe A de l'article III et responsables d'au moins deux tiers des achats garantis, et que les gouvernements de pays figurant à l'annexe B de l'article III et responsables d'au moins deux tiers des ventes garanties aient accepté le présent Accord à la date du 16 juillet 1956, les première, troisième, quatrième et cinquième parties du présent Accord entreront en vigueur le 16 juillet 1956, et la deuxième partie le 1er août 1956 pour ceux des gouvernements qui auront accepté l'Accord.

4. Si, le 16 juillet 1956, les conditions prévues au paragraphe précédent pour l'entrée en vigueur du présent Accord ne sont pas remplies, les gouvernements des pays qui, à cette date, auront accepté le présent Accord conformément aux dispositions du paragraphe 2 du présent article pourront décider de commun accord, qu'il entrera en vigueur en ce qui les concerne ou bien pourront prendre toutes autres mesures que la situation leur paraît exiger.

5. Tout gouvernement signataire qui n'aura pas accepté le présent Accord à la date du 16 juillet 1956, conformément aux dispositions du paragraphe 2 du présent article, pourra, après cette date, obtenir du Conseil une prolongation du délai de dépôt de son instrument d'acceptation. Les première, troisième, quatrième et cinquième parties du présent Accord entreront en vigueur, pour ce gouvernement, à la date du dépôt de son instrument d'acceptation, et la deuxième partie du présent Accord entrera en vigueur, soit à la date du 1er août 1956, soit à la date du dépôt de son instrument d'acceptation, si cette dernière est postérieure.

6. Le Gouvernement des Etats-Unis d'Amérique notifie à tous les gouvernements signataires toute signature et toute acceptation du présent Accord.

**ARTICLE XXI***Accession*

Le Conseil peut, à la majorité des deux tiers des voix exprimées par les pays exportateurs et des deux tiers des voix exprimées par les pays importateurs, approuver l'accession au présent Accord de tout gouvernement qui n'y est pas déjà partie, et fixer les conditions de cette accession; étant entendu, toutefois, que le Conseil n'approuve l'accession d'aucun gouvernement aux termes du présent article que si, simultanément, il approuve des ajustements des quantités garanties aux annexes A et B de l'article III conformément aux dispositions du paragraphe 3 de l'article XI. L'accession est réalisée par le dépôt d'un instrument d'accession auprès du Gouvernement des Etats-Unis d'Amérique, qui notifie chacune de ces accessions à tous les gouvernements signataires et à tous les gouvernements accédants.

**ARTICLE XXII***Durée, amendment, retrait, dénonciation*

1. Le présent Accord restera en vigueur jusqu'au 31 juillet 1959, inclusivement.
2. a) Le Conseil adressera aux pays exportateurs et aux pays importateurs, au moment qu'il jugera opportun, ses recommandations concernant le renouvellement ou le remplacement du présent Accord.  
b) Le Conseil peut inviter tout gouvernement non partie au présent Accord qui a un intérêt substantiel dans le commerce international du blé à participer à ses travaux concernant ce renouvellement ou ce remplacement.
3. Le Conseil peut, à la majorité des voix détenues par les pays exportateurs et à la majorité des voix détenues par les pays importateurs, recommander aux pays exportateurs et aux pays importateurs un amendement au présent Accord.
4. Le Conseil peut fixer le délai dans lequel tout pays exportateur et tout pays importateur notifiera au Gouvernement des Etats-Unis d'Amérique son acceptation ou son rejet de l'amendement. L'amendement prend effet dès son acceptation par les pays exportateurs détenant les deux tiers des voix des pays exportateurs et par les pays importateurs détenant les deux tiers des voix des pays importateurs.
5. Tout pays exportateur ou tout pays importateur qui n'a pas notifié au Gouvernement des Etats-Unis d'Amérique son accepta-

tion d'un amendement à la date à laquelle celui-ci prend effet peut, après avoir donné par écrit au Gouvernement des Etats-Unis d'Amérique le préavis de retrait que le Conseil peut exiger dans chaque cas, se retirer du présent Accord à la fin de l'année agricole en cours, mais n'est de ce fait relevé d'aucune des obligations résultant du présent Accord et non exécutées avant la fin de ladite année agricole.

6. Tout pays exportateur qui considère que ses intérêts sont gravement compromis soit par la non-participation au présent Accord soit par le retrait d'un pays figurant à l'Annexe A de l'article III et responsable de plus de cinq pour cent des quantités garanties de cette annexe, ou tout pays importateur qui considère que ses intérêts sont gravement compromis soit par la non-participation au présent Accord, soit par le retrait d'un pays figurant à l'Annexe B de l'article III et responsable de plus de cinq pour cent des quantités garanties de cette annexe, peut se retirer du présent Accord, en donnant par écrit un préavis de retrait au Gouvernement des Etats-Unis d'Amérique avant le 1er août 1956.

7. Tout pays exportateur ou tout pays importateur qui considère que sa sécurité nationale est mise en danger par l'ouverture d'hostilités peut se retirer du présent Accord en donnant par écrit un préavis de retrait de trente jours au Gouvernement des Etats-Unis d'Amérique.

8. Le Gouvernement des Etats-Unis d'Amérique porte à la connaissance de tous les gouvernements signataires et accédants toute notification et tout préavis reçus aux termes du présent article.

## ARTICLE XXIII

### *Application territoriale*

1. Tout gouvernement peut, au moment de sa signature, de son acceptation ou de son accession au présent Accord, déclarer que ses droits et obligations aux termes du présent Accord ne s'appliquent pas à l'un quelconque ou à l'ensemble des territoires d'outre-mer dont les relations extérieures sont placées sous sa responsabilité.

2. A l'exception des territoires au sujet desquels une déclaration a été faite, conformément aux dispositions du paragraphe 1 du présent article, les droits et obligations que tout gouvernement assume en vertu du présent Accord s'appliquent à tous les territoires dont les relations extérieures sont placées sous la responsabilité dudit gouvernement.

3. Après son acceptation ou son accession au présent Accord, tout gouvernement peut, à tout moment, déclarer, par voie de notification au Gouvernement des Etats-Unis d'Amérique, que les droits et obligations qu'il a assumés aux termes du présent Accord s'appliquent à l'un quelconque ou à l'ensemble des territoires au sujet desquels il a fait une déclaration conformément aux dispositions du paragraphe 1 du présent article.

4. Par notification de retrait donnée au Gouvernement des Etats-Unis d'Amérique, tout gouvernement peut, en ce qui concerne l'un quelconque ou l'ensemble des territoires d'outre-mer dont les relations extérieures sont placées sous sa responsabilité, procéder à un retrait séparé du présent Accord.

5. Le Gouvernement des Etats-Unis d'Amérique porte à la connaissance de tous les gouvernements signataires et accédants toute déclaration ou notification faite en vertu du présent article.

**EN FOI DE QUOI**, les soussignés, dûment autorisés par leurs gouvernements respectifs, ont signé le présent Accord aux dates figurant en regard de leurs signatures.

Les textes du présent Accord, en langues anglaise, française et espagnole, font également foi, l'original devant être déposé dans les archives du Gouvernement des Etats-Unis d'Amérique, qui en transmettra des copies certifiées conformes à tous les gouvernements signataires et à tous les gouvernements accédants.

**CONVENIO INTERNACIONAL DEL TRIGO, 1956**

Los Gobiernos signatarios del presente Convenio,

Considerando que el Convenio Internacional del Trigo abierto a la firma en Wáshington el 23 de marzo de 1949 fué concertado con objeto de solucionar las serias dificultades que causan a los productores y consumidores los excedentes gravosos y las críticas escaseces de trigo,

Considerando que el Convenio de 1949 fué renovado y revisado en Wáshington el 13 de abril de 1953,

Considerando que es deseable que el Convenio Internacional del Trigo sea renovado, con ciertas modificaciones, por un período adicional, y

Habiendo resuelto concertar con ese propósito el presente Convenio por el que se revisa y renueva el Convenio Internacional del Trigo,

Han convenido lo que sigue:

**PARTE I—DISPOSICIONES GENERALES****ARTICULO I***Objetivos*

El presente Convenio tiene por finalidad asegurar abastecimientos de trigo a los países importadores y mercados de trigo a los países exportadores a precios equitativos y estables.

**ARTICULO II***Definiciones*

1. Para los fines del presente Convenio:

“Comité Asesor sobre Equivalencias de Precio” significa el Comité creado en virtud del Artículo XV.

“Bushel” significa 60 libras *avoirdupois* o 27,2155 . . . kilogramos.

“Gastos de detención” significa los gastos ocasionados por almacenaje, interés y seguro del trigo en espera de despacho.

“C. y f.” significa costo y flete.

“Consejo” significa el Consejo Internacional del Trigo creado por el Artículo XIII.

“Año agrícola” significa el período de tiempo comprendido entre el 1º de agosto y el 31 de julio, salvo que a los efectos del Artículo VII significa, respecto de la Argentina y Australia, el período de tiempo comprendido entre el 1º de diciembre y el 30 de noviembre y, respecto de los Estados Unidos de América, el período comprendido entre el 1º de julio y el 30 de junio.

“Comité Ejecutivo” significa el Comité creado en virtud del Artículo XIV.

“País exportador” significa, según el contexto: 1) el Gobierno de un país que figure en el Anexo B al Artículo III que haya aceptado el presente Convenio o se haya adherido a él, siempre que no se haya retirado del mismo, o bien 2) el país mismo y aquellos territorios en que sean aplicables los derechos y las obligaciones de su Gobierno en virtud del presente Convenio.

“F. a. q.” significa calidad media comercial.

“F. o. b.” significa libre a bordo de barco marítimo y, cuando se trate de:

- i) trigo de Francia entregado en un puerto del Rhin, libre a bordo de embarcación fluvial;
- ii) trigo de Suecia, libre a bordo de barco marítimo.

“Cantidad garantizada” significa, cuando se refiere a un país importador, sus compras garantizadas para un año agrícola, y cuando se refiere a un país exportador, sus ventas garantizadas para un año agrícola.

“País importador” significa, según el contexto: i) el Gobierno de un país que figure en el Anexo A al Artículo III que haya aceptado el presente Convenio o se haya adherido a él, y que no se haya retirado del mismo, o bien ii) el mismo país y aquellos territorios en que sean aplicables los derechos y las obligaciones de su Gobierno en virtud del presente Convenio.

“Gastos de mercado” significa todos los gastos usuales de comercialización, fletamiento y despacho.

“Tonelada métrica,” o sea, 1.000 kilogramos, significa 36,74371 “bushels”.

“Trigo de cosecha anterior” significa trigo del país exportador de que se trate; cosechado más de dos meses antes del comienzo del año agrícola en curso.

“Territorio”, tanto si se refiere a un país exportador como a un país importador, significa todo territorio al cual, de conformidad con lo dispuesto en el Artículo XXIII, sean aplicables los derechos y las obligaciones del Gobierno de dicho país, en virtud del presente Convenio.

“Transacción” significa, según el contexto, toda venta de trigo exportado desde un país exportador, o que haya de serlo, para ser importado en un país importador o la cantidad de ese trigo así vendida. Cuando en el presente Convenio se haga referencia a una transacción entre un país exportador y un país importador se entenderá que la referencia comprende no sólo las transacciones entre el Gobierno de un país exportador y el Gobierno de un país importador, sino también las realizadas entre comerciantes o entre un comerciante y el Gobierno de un país exportador o de un país importador. En esta definición se entenderá que “Gobierno” significa el Gobierno de todo territorio al cual, de conformidad con lo dispuesto en el Artículo XXIII, sean aplicables los derechos y las obligaciones de cualquier Gobierno que acepte el presente Convenio o se adhiera a él.

“Cantidad garantizada no cubierta” significa, cuando se trata de un país exportador, la diferencia entre las cantidades anotadas en los registros del Consejo, en cumplimiento de lo dispuesto en el Artículo IV, con cargo a ese país durante un año agrícola y sus ventas garantizadas para dicho año agrícola y, cuando se trata de un país importador, la diferencia entre las cantidades anotadas en los registros del Consejo, en cumplimiento de lo dispuesto en el Artículo IV, con cargo a dicho país, durante un año agrícola y aquella parte de sus compras garantizadas para dicho año agrícola que, según la fecha, tenga derecho a comprar, conforme a lo dispuesto en el párrafo 9 del Artículo III.

“Trigo” significa trigo en grano y, excepto en el Artículo VI, harina de trigo.

2. a) Todos los cálculos sobre el equivalente en trigo de las compras garantizadas o de las ventas garantizadas de harina de trigo, se basarán en el porcentaje de extracción especificado en el contrato entre el comprador y el vendedor.  
b) Si no se especifica dicho porcentaje, se considerará que, para los efectos de dichos cálculos y a menos que el Consejo decida otra cosa, 72 unidades de peso de harina de trigo equivalen a 100 unidades de peso de trigo en grano.

**PARTE 2—DERECHOS Y OBLIGACIONES****ARTICULO III***Compras garantizadas y ventas garantizadas*

1. Las cantidades de trigo que figuran en el Anexo A de este Artículo para cada país importador representan, con sujeción a todo aumento o disminución que se efectúe conforme a la Parte 3 del presente Convenio, las compras garantizadas de dicho país para cada uno de los años agrícolas que abarca el presente Convenio.
2. Las cantidades de trigo que figuran en el Anexo B de este Artículo para cada país exportador representan, con sujeción a todo aumento o disminución que se efectúe conforme a la Parte 3 del presente Convenio, las ventas garantizadas de dicho país para cada uno de los años agrícolas que abarca el presente Convenio.
3. Las compras garantizadas de un país importador representan la cantidad máxima de trigo que, previa deducción del total de las transacciones registradas por el Consejo en cumplimiento de lo dispuesto en el Artículo IV con cargo a dichas compras garantizadas,
  - a) el Consejo podrá requerir que, como se dispone en el Artículo V, dicho país importador compre a los países exportadores a precios en consonancia con los precios mínimos especificados en el Artículo VI o determinados conforme al mismo, o
  - b) el Consejo podrá requerir que, como se dispone en el Artículo V, los países exportadores vendan a dicho país importador a precios en consonancia con los precios máximos especificados en el Artículo VI o determinados conforme al mismo.
4. Las ventas garantizadas de un país exportador representan la cantidad máxima de trigo que, previa deducción del total de las transacciones registradas por el Consejo en cumplimiento de lo dispuesto en el Artículo IV con cargo a ventas garantizadas.
  - a) el Consejo podrá requerir a dicho país exportador, como se dispone en el Artículo V, que venda a los países importadores a precios en consonancia con los precios máximos especificados en el Artículo VI o determinados conforme al mismo, o
  - b) el Consejo podrá requerir a los países importadores, como se dispone en el Artículo V, que compren a dicho país exportador, a precios en consonancia con los precios mínimos especificados en el Artículo VI o determinados conforme al mismo.

5. Si un país importador encuentra dificultad para ejercer su derecho a comprar su cantidad garantizada no cubierta a precios en consonancia con los precios máximos especificados en el Artículo VI o determinados conforme al mismo, o si un país exportador encuentra dificultad para ejercer su derecho a vender su cantidad garantizada no cubierta a precios en consonancia con los precios mínimos así especificados o determinados, podrá recurrir al procedimiento establecido en el Artículo V.
6. Los países exportadores no están obligados a vender trigo alguno en virtud del presente Convenio, a menos que se les requiera para ello según lo dispuesto en el Artículo V, a precios en consonancia con los precios máximos especificados en el Artículo VI o determinados conforme al mismo. Los países importadores no están obligados a comprar trigo alguno en virtud del presente Convenio, a menos que se les requiera para ello según lo dispuesto en el Artículo V, a precios en consonancia con los mínimos especificados en el Artículo VI o determinados conforme al mismo.
7. La cantidad de harina de trigo que en su caso haya de suministrar el país exportador y aceptar el país importador con cargo a sus respectivas cantidades garantizadas se determinará en cada transacción, con sujeción a las disposiciones del Artículo V, por acuerdo entre el vendedor y el comprador.
8. Los países exportadores y los países importadores podrán cubrir libremente sus cantidades garantizadas por conductos comerciales privados o por otros medios. Ninguna disposición del presente Convenio podrá ser tomada como base para que un comerciante pretenda eludir el cumplimiento de leyes o reglamentos a los cuales pueda estar sujeto.
9. El Consejo podrá, a su arbitrio, exigir que ningún país importador compre y que ningún país exportador venda, en virtud del presente Convenio, más del 90% de su cantidad, garantizada para un año agrícola, antes del 28 de febrero de dicho año agrícola.

## ANEXO A AL ARTICULO III

*Compras garantizadas para cada año agrícola*

	<u>Toneladas</u> <u>métricas</u>	<u>Equivalente en</u> <u>"bushels"</u>
Alemania	1. 500. 000	55. 115. 565
Arabia Saudita	100. 000	3. 674. 371
Austria	100. 000	3. 674. 371
Bélgica	450. 000	16. 534. 669
Bolivia	110. 000	4. 041. 808
Brasil	200. 000	7. 348. 742
Ceilán	175. 000	6. 430. 149
Ciudad del Vaticano	15. 000	551. 156
Colombia	70. 000	2. 572. 060
Corea	60. 000	2. 204. 623
Costa Rica	40. 000	1. 469. 748
Cuba	202. 000	7. 422. 229
Dinamarca	50. 000	1. 837. 185
Ecuador	50. 000	1. 837. 185
Egipto	300. 000	11. 023. 113
El Salvador	25. 000	918. 593
España	125. 000	4. 592. 964
Filipinas	165. 000	6. 062. 712
Grecia	300. 000	11. 023. 113
Guatémala	40. 000	1. 469. 748
Haití	60. 000	2. 204. 623
Honduras	25. 000	918. 593
India	200. 000	7. 348. 742
Indonesia	140. 000	5. 144. 119
Irlanda	150. 000	5. 511. 557
Israel	225. 000	8. 267. 335
Italia	100. 000	3. 674. 371
Japón	1. 000. 000	36. 743. 710
Jordania	10. 000	367. 437
Libano	75. 000	2. 755. 778
Liberia	2. 000	73. 487
México	100. 000	3. 674. 371
Nicaragua	10. 000	367. 437
Noruega	180. 000	6. 613. 868
Nueva Zelandia	160. 000	5. 878. 994
Países Bajos	700. 000	25. 720. 597
Panamá	30. 000	1. 102. 311
Perú	200. 000	7. 348. 742
Portugal	160. 000	5. 878. 994
República Dominicana	30. 000	1. 102. 311
Suiza	190. 000	6. 981. 305
Unión Sudafricana	150. 000	5. 511. 557
Venezuela	170. 000	6. 246. 431
Yugoeslavia	100. 000	3. 674. 371
	<u>8. 244. 000</u>	<u>302. 915. 145</u>

## ANEXO B AL ARTICULO III

*Ventas garantizadas para cada año agrícola*

	<u>Toneladas métricas</u>	<u>Equivalente en "busbels"</u>
Argentina	400. 000	14. 697. 484
Australia	823. 471	30. 257. 380
Canadá	2. 800. 395	102. 896. 902
Estados Unidos de América	3. 595. 134	132. 098. 561
Francia	450. 000	16. 534. 669
Suecia	175. 000	6. 430. 149
	8. 244. 000	302. 915. 145

## ARTICULO IV

*Registro de transacciones con cargo a las cantidades garantizadas*

1. El Consejo llevará para cada año agrícola un registro de las transacciones en trigo y de sus fracciones que formen parte de las cantidades garantizadas que figuran en los Anexos A y B del Artículo III.
2. En los registros del Consejo se anotará, con cargo a las cantidades garantizadas de los países respectivos para cada año agrícola, toda transacción o fracción de ella, de trigo en grano, entre un país exportador y un país importador:
  - a) siempre que i) sea a un precio no superior al máximo ni inferior al mínimo especificados en el Artículo VI o determinados con arreglo a él, y ii) el país exportador y el país importador no hayan convenido que no se registre con cargo a sus cantidades garantizadas; y
  - b) hasta el límite en que i) tanto el país exportador como el país importador interesados tengan cantidades garantizadas no cubiertas para dicho año agrícola, y ii) el período de carga especificado en la transacción esté comprendido dentro de ese año agrícola.
3. Una transacción o fracción de ella para compra-venta de trigo podrá ser anotada en los registros del Consejo, con cargo a las cantidades garantizadas del país exportador y del país importador interesados, en los términos que especifica este Artículo, aun cuando la transacción haya sido registrada antes de que uno o los dos países hayan depositado sus instrumentos de aceptación del presente Convenio.

4. Si un contrato comercial o un convenio entre gobiernos para la compra-venta de harina de trigo contiene una declaración al efecto, o si el país exportador y el país importador interesados comunican al Consejo que consideran el precio de dicha harina en consonancia con los precios especificados en el Artículo VI o determinados con arreglo a él, el equivalente de trigo en grano de dicha harina, con sujeción a las condiciones que se prescriban en los incisos a) ii) y b) del párrafo 2 de ese Artículo, será registrado por el Consejo con cargo a las cantidades garantizadas de dichos países. Si el contrato comercial o el convenio entre los gobiernos no contiene una declaración de la naturaleza antes indicada y el país exportador y el país importador interesados no consideran que el precio de la harina está en consonancia con los precios especificados en el Artículo VI o determinados conforme al mismo, cualquiera de dichos países podrá pedir al Consejo que decida la cuestión, a menos que hayan convenido en que el equivalente de trigo en grano de dicha harina no sea registrado por el Consejo, con cargo a sus cantidades garantizadas. Si el Consejo, después de examinar esa petición, decide que el precio de la harina está en consonancia con los precios especificados en el Artículo VI o determinados con arreglo a él, el equivalente de trigo en grano de dicha harina se registrará con cargo a las cantidades garantizadas del país exportador y del país importador interesados, con sujeción a las condiciones que se establecen en el inciso b) del párrafo 2 de este Artículo. Si el Consejo, después de examinar esa petición, decide que el precio de la harina no está en consonancia con los precios especificados en el Artículo VI o determinados con arreglo a él, no se registrará el equivalente de trigo en grano de dicha harina.

5. Siempre que se observen las condiciones establecidas en los párrafos 2 y 4 de este Artículo, con excepción de las del inciso b) ii) del párrafo 2, el Consejo podrá autorizar que las transacciones sean registradas con cargo a las cantidades garantizadas para un año agrícola a) si el período de carga especificado en la transacción es de un plazo razonable que no excede de un mes, el cual será decidido por el Consejo, antes del principio o después del final de dicho año agrícola y b) si así lo acuerdan el país exportador y el país importador interesados.

6. Durante el período de tiempo en que la navegación entre Fort William/Port Arthur y los puertos canadienses del Atlántico queda interrumpida, una transacción o una parte de ella podrá ser inscrita en los registros del Consejo, no obstante lo dispuesto en el

párrafo 4 del Artículo VI, con cargo a la cantidad garantizada del país exportador y del país importador interesados, si se refiere a:

- a) trigo canadiense transportado únicamente por ferrocarril desde Fort William/Port Arthur hasta los puertos canadienses del Atlántico, o a
- b) trigo de los Estados Unidos de América que, de no mediar condiciones ajenas a la voluntad del comprador y del vendedor, sería transportado por vía lacustre y por ferrocarril hasta los puertos estadounidenses del Atlántico, y que, no pudiendo ser transportado en esa forma, lo sea

unicamente por ferrocarril hasta los puertos estadounidenses del Atlántico, siempre que el comprador y el vendedor se pongan de acuerdo sobre el pago de los gastos suplementarios de transporte.

7. El Consejo, de conformidad con las disposiciones siguientes, establecerá el reglamento para la notificación y registro de las transacciones que sean parte de las cantidades garantizadas:

- a) Toda transacción o fracción de transacción entre un país exportador y un país importador, que reúna las condiciones estipuladas en los párrafos 2, 3 o 4 de este Artículo para formar parte de las cantidades garantizadas de dichos países, será notificada al Consejo por uno o por ambos países, dentro del plazo y con los detalles que prescriba el Consejo en su reglamento.
- b) Toda transacción o fracción de ella que se notifique en cumplimiento de lo dispuesto en el inciso a) se inscribirá en los registros del Consejo con cargo a las cantidades garantizadas del país exportador y del país importador entre los cuales se haga la transacción.
- c) El orden en que las transacciones y las fracciones de ellas hayan de ser registradas por el Consejo, con cargo a las cantidades garantizadas, será fijado por el Consejo en su reglamento.
- d) El Consejo, dentro del plazo que establezca en su reglamento, notificará a cada país exportador y a cada país importador la anotación que efectúe en sus registros de toda transacción o fracción de ella con cargo a sus cantidades garantizadas.
- e) Si dentro del plazo que el Consejo establezca en su reglamento, el país importador o el país exportador interesados impugna por cualquier razón la anotación de una transacción o de una fracción de ella en los registros del Consejo con cargo a sus cantidades garantizadas, el Consejo procederá a examinar el caso y, si decide que la impugnación es fundada, rectificará sus registros en consecuencia.

- f) Si un país exportador o un país importador estima probable que la cantidad total de trigo ya registrada por el Consejo con cargo a su cantidad garantizada para el año agrícola en curso no va a ser cargada en el transcurso de dicho año agrícola, podrá pedir al Consejo que haga las reducciones correspondientes en las cantidades registradas. El Consejo examinará el caso y, si decide que la petición está justificada, rectificará sus registros en consecuencia.
- g) Toda cantidad de trigo comprada por un país importador a un país exportador y que se revenda a otro país importador, podrá ser inscrita, por acuerdo entre los países importadores interesados, con cargo a las compras garantizadas no cubiertas del país importador al cual ese trigo haya sido revendido en último término, siempre que se efectúe la reducción correspondiente en la cantidad inscrita con cargo a las compras garantizadas del primer país importador.
- h) El Consejo, semanalmente o con la periodicidad que establezca en su reglamento, enviará a todos los países exportadores y a todos los países importadores una relación de las cantidades inscritas en sus registros con cargo a las cantidades garantizadas.
- i) Cuando haya quedado cubierta la cantidad garantizada de un país exportador o de un país importador para un año agrícola dado, el Consejo lo notificará inmediatamente a todos los países exportadores y a todos los países importadores.
8. Cada país exportador y cada país importador, al cubrir su cantidad garantizada, podrá gozar de un margen de tolerancia que el Consejo determinará para dicho país teniendo en cuenta su cantidad garantizada y otros factores.

## ARTICULO V

### *Ejercicio de derechos*

1. a) Todo país importador que encuentre dificultad para comprar su cantidad garantizada no cubierta durante un año agrícola a precios en consonancia con los precios máximos especificados en el Artículo VI, o determinados con arreglo a él, podrá pedir la ayuda del Consejo para efectuar esas compras.
- b) Dentro de los tres días siguientes al recibo de una petición hecha en virtud del inciso a), el Secretario del Consejo notificará a aquellos países exportadores que tengan cantidades garantizadas no cubiertas durante el año agrícola correspondiente el total de la cantidad garantizada no cubierta del país importador que haya pedido la ayuda del Consejo y les instará a que le

ofrezcan trigo en venta a precios que estén en consonancia con los precios máximos especificados en el Artículo VI o determinados con arreglo a él.

c) Si dentro de los 20 días siguientes a la notificación que haga el Secretario del Consejo en virtud del inciso b) no ha sido ofrecida en venta la totalidad de la cantidad garantizada no cubierta del país importador interesado, o aquella parte del total que el Consejo estime razonable en el momento de ser presentada la petición, el Consejo decidirá, tan pronto como sea posible:

- i) las cantidades
- y también, si es requerido para ello,
- ii) la cantidad y el grado

del trigo en grano o de la harina de trigo, o de ambos, que se pide a todos o a algunos de los países exportadores que ofrezcan en venta al país importador interesado, trigo o harina que habrán de ser cargados durante el año agrícola correspondiente, o dentro de un plazo subsiguiente que el Consejo podrá fijar, sin que exceda de un mes.

El Consejo decidirá respecto de los puntos i) y ii), después de recibir seguridades, si hubieran sido pedidas, de que el trigo en grano o la harina de trigo van a ser destinados al consumo del país importador o para su comercio normal o tradicional; y al adoptar su decisión, el Consejo deberá tener además en cuenta toda circunstancia que los países exportadores o los países importadores aleguen, en particular:

- iii) el volumen y la proporción normales y tradicionales de importaciones de harina de trigo y de trigo en grano y la calidad y grado de dichos productos importados por el país importador, y
  - iv) la proporción de la cantidad garantizada de cada país exportador ya vendida en el momento de hacerse la petición.
- d) Todo país exportador requerido por decisión del Consejo, tomada en virtud de lo dispuesto en el inciso c), para que ofrezca en venta cantidades de trigo en grano o de harina de trigo, o de ambos, al país importador, deberá, dentro del plazo de 30 días contados desde la fecha de la decisión, ofrecer en venta dichas cantidades al país importador interesado, debiendo el trigo o la harina ser cargados durante el período señalado en el inciso c) a precios en consonancia con los precios máximos

especificados en el Artículo VI o determinados conforme a él y, salvo que los países interesados convengan otra cosa, en las mismas condiciones respecto a la moneda en que haya de hacerse el pago que las que de una manera general rijan entre ellos en dicho momento.

e) En caso de desacuerdo entre un país exportador y un país importador sobre la rebaja que deba hacerse en el precio del trigo por diferencia de calidad o sobre la cantidad o el precio de la harina de trigo que deba incluirse en determinada transacción que se esté negociando en cumplimiento de una decisión del Consejo tomada en virtud del inciso c), o sobre la relación entre el precio de dicha harina de trigo y los precios máximos del trigo en grano especificados en el Artículo VI o determinados con arreglo a él, o sobre las condiciones en que se compren y vendan el trigo en grano o la harina de trigo, o ambos, el asunto será elevado al Consejo para que decida.

2. a) Todo país exportador que encuentre dificultad para vender su cantidad garantizada no cubierta para un año agrícola a precios que estén en consonancia con los precios mínimos especificados en el Artículo VI, o determinados con arreglo a él, podrá pedir la ayuda del Consejo para efectuar esas ventas.

b) Dentro de los tres días siguientes al recibo de una petición hecha en virtud del inciso a), el Secretario del Consejo notificará a aquellos países importadores que tengan cantidades garantizadas no cubiertas para el año agrícola correspondiente, el total de la cantidad garantizada no cubierta del país exportador que haya pedido la ayuda del Consejo y les invitará a que ofrezcan comprarle trigo a precios que estén en consonancia con los precios mínimos especificados en el Artículo VI o determinados con arreglo a él.

c) Si dentro de los 20 días siguientes a la notificación que haga el Secretario del Consejo en virtud del inciso b) no ha sido comprada la totalidad de la cantidad garantizada no cubierta del país exportador interesado, o aquella parte del total que el Consejo estime razonable en el momento de presentarse la petición, el Consejo decidirá, tan pronto como sea posible:

- i) las cantidades
- y también, si es requerido para ello,
- ii) la calidad y el grado

de trigo en grano o de harina de trigo, o de ambos, que se pide a todos o a algunos de los países importadores que ofrezcan com-

prar al país exportador interesado, trigo o harina que habrán de ser cargados durante el año agrícola correspondiente, o dentro de un plazo posterior que el Consejo podrá fijar, sin que exceda de un mes.

Al adoptar su decisión respecto a los puntos i) y ii), el Consejo deberá tener en cuenta toda circunstancia que los países exportadores y los países importadores aleguen, en particular, por lo que se refiere a cada país importador:

- iii) el volumen y la proporción normales y tradicionales de importaciones de harina de trigo y de trigo en grano y la calidad y grado de dichos productos importados por dichos países; y
  - iv) la proporción de su cantidad ya comprada en la fecha en que la petición se haya presentado.
- d) Todo país importador requerido por decisión del Consejo, tomada en virtud del inciso c), para que ofrezca la compra de cantidades de trigo en grano o de harina de trigo, o de ambos, del país exportador deberá, dentro del plazo de 30 días contados desde la fecha de la decisión, ofrecer la compra de dichas cantidades al país exportador interesado, y el trigo o la harina habrán de ser cargados durante el período señalado en el inciso c) a precios que estén en consonancia con los precios mínimos especificados en el Artículo VI o determinados con arreglo a él, y salvo que los países interesados convengan otra cosa, en las mismas condiciones respecto a la moneda en que haya de hacerse el pago que las que de una manera general rijan entre ellos en dicho momento.
- e) En caso de desacuerdo entre un país exportador y un país importador sobre la rebaja que deba hacerse en el precio del trigo por diferencia de calidad o sobre la cantidad o el precio de la harina de trigo que deba incluirse en determinada transacción que se esté negociando en cumplimiento de una decisión del Consejo, tomada en virtud del inciso c) o sobre la relación entre el precio de dicha harina de trigo y los precios mínimos del trigo en grano especificados en el Artículo VI o determinados con arreglo a él, o sobre las condiciones en que se compren y vendan el trigo en grano o la harina de trigo, o ambos, el asunto será elevado al Consejo para que decida.
3. Para los efectos de este Artículo, Port Churchill no se considerará como puerto de embarque.

## ARTICULO VI

*Precios*

1. a) Los precios básicos mínimo y máximo durante la vigencia del presente Convenio serán los siguientes:

Mínimo \$1,50

Máximo \$2,00

en moneda canadiense por "bushel", a la paridad del dólar canadiense, determinada para los fines del Fondo Monetario Internacional en 1º de marzo de 1949, para el trigo No. 1 Manitoba Northern a granel, almacenado en Fort William/Port Arthur. Los precios básicos mínimo y máximo y sus equivalentes que se indican a continuación, no incluyen los gastos de detención y de mercado que se convengan entre el comprador y el vendedor.

- b) Los gastos de detención convenidos entre el comprador y el vendedor sólo podrán ser cargados a cuenta del comprador después de la fecha convenida en el contrato de venta del trigo.
2. Los precios máximos equivalentes del trigo a granel serán:

a) para el trigo No. 1 Manitoba Northern en almacén Vancouver, el precio máximo del trigo No. 1 Manitoba Northern a granel en almacén Fort William/Port Arthur que se especifica en el párrafo 1 de este Artículo;

b) para el trigo No. 1 Manitoba Northern f. o. b. Port Churchill, Manitoba, el precio equivalente al de c. y f. en el país de destino del precio máximo del trigo No. 1 Manitoba Northern a granel en almacén Fort William/Port Arthur que se especifica en el párrafo 1 de este Artículo, utilizando para su cómputo los costos corrientes de transporte y los tipos de cambio existentes;

c) para el trigo argentino en almacén puertos marítimos, el precio máximo del trigo No. 1 Manitoba Northern a granel en almacén Fort William/Port Arthur que se especifica en el párrafo 1 de este Artículo, convertido en moneda argentina al tipo de cambio existente, haciendo la rebaja por diferencia de calidad que se acuerde entre el país exportador y el país importador interesados;

d) para el trigo australiano f. a. q. en almacén puertos marítimos, el precio máximo del trigo No. 1 Manitoba Northern a granel en almacén Fort William/Port Arthur que se especifica en el párrafo 1 de este Artículo, convertido en moneda australiana al tipo de cambio existente, haciendo la rebaja por dife-

rencia de calidad que puedan convenir el país exportador y el país importador interesados;

e) para el trigo francés según muestra o descripción f. o. b. colocado en puertos marítimos franceses o frontera francesa (según el caso)

i) si el país de destino tiene costa marítima, el precio c. y f. en el país de destino del trigo No. 1 Manitoba Northern en almacén Fort William/Port Arthur al precio máximo que se especifica en el párrafo 1 de este Artículo, menos el costo del transporte desde la costa francesa hasta la costa del país de destino,

ii) si el país de destino no tiene costa marítima, el precio de la frontera francesa igual al precio determinado como en i) respecto de una entrega de trigo realizado en Hamburgo,

utilizando para el cómputo los costos corrientes de transporte y los tipos de cambio existentes y haciendo la rebaja por diferencia de calidad que puedan convenir el país exportador y el país importador interesados;

f) para el trigo sueco según muestra o descripción f. o. b. puertos suecos comprendidos entre Estocolmo y Gotemburgo, ambos inclusive, el precio equivalente al precio c. y f. en el país de destino del precio máximo del trigo No. 1 Manitoba Northern a granel en almacén Fort William/Port Arthur que se especifica en el párrafo 1 de este Artículo, utilizando para el cómputo los costos corrientes de transporte y los tipos de cambio existentes y haciendo la rebaja por diferencia de calidad que puedan convenir el país exportador y el país importador interesados;

g) para el trigo No. 1 Hard Winter f. o. b. puertos del Golfo de México y del Atlántico de los Estados Unidos de América, el precio equivalente al precio c. y f. en el país de destino del precio máximo del trigo No. 1 Manitoba Northern a granel en almacén Fort William/Port Arthur que se especifica en el párrafo 1 de este Artículo, utilizando para el cómputo los costos corrientes de transporte y los tipos de cambio existentes y haciendo la rebaja por diferencias de calidad que puedan convenir el país exportador y el país importador interesados; y

h) para el trigo No. 1 Soft White o para el trigo No. 1 Hard Winter en almacén puertos del Pacífico de los Estados Unidos de América, el precio máximo del trigo No. 1 Manitoba Northern a granel en almacén Fort William/Port Arthur que se especifica en el párrafo 1 de este Artículo, utilizando para el cómputo el tipo de cambio existente y haciendo la rebaja por diferencia

de calidad que puedan convenir el país exportador y el país importador interesados.

3. El precio mínimo equivalente del trigo a granel para:

- a) el trigo No. 1 Manitoba f. o. b. Vancouver,
- b) el trigo No. 1 Manitoba Northern f. o. b. Port Churchill, Manitoba,
- c) el trigo argentino f. o. b. Argentina,
- d) el trigo f. a. q., f. o. b. Australia,
- e) el trigo francés según muestra o descripción, f. o. b. puertos franceses,
- f) el trigo sueco según muestra o descripción f. o. b. puertos suecos comprendidos entre Estocolmo y Gotemburgo ambos inclusive,
- g) el trigo No. 1 Hard Winter f. o. b. puertos del Golfo de México o del Atlántico de los Estados Unidos de América, y
- h) el trigo No. 1 Soft White o el trigo No. 1 Hard Winter f. o. b. puertos del Pacífico de los Estados Unidos de América,

serán respectivamente:

los precios f. o. b. Vancouver, Port Churchill, Argentina, Australia, Francia, puertos suecos comprendidos entre Estocolmo y Gotemburgo, ambos inclusive, puertos del Golfo de México y del Atlántico de los Estados Unidos de América, y puertos del Pacífico de los Estados Unidos de América, equivalentes a los precios c. y f. en el Reino Unido de Gran Bretaña e Irlanda del Norte de los precios mínimos del trigo No. 1 Manitoba Northern a granel en almacén Fort William/Port Arthur que se especifican en el párrafo 1 de este Artículo, utilizando para el cómputo los costos corrientes de transporte y los tipos de cambio existentes y haciendo la rebaja por diferencia de calidad que puedan convenir el país exportador y el país importador interesados.

4. Durante el período de tiempo en que la navegación entre Fort William/Port Arthur y los puertos canadienses del Atlántico queda interrumpida, los precios equivalentes máximo y mínimo se fijarán basándose únicamente en el transporte del trigo por vía lacustre y ferrocarril desde Fort William/Port Arthur hasta los puertos canadienses de invierno.

5. El Comité Ejecutivo, en consulta con el Comité Asesor sobre Equivalencias de Precio, podrá fijar las equivalencias de precios mínimo y máximo del trigo en lugares no indicados más arriba y también podrá adoptar cualquiera otra especificación, tipo, clase o grado de trigo distinta de las descritas en los párrafos 2 y 3 y de-

terminar las equivalencias de precios mínimo y máximo, siempre que para cualquier otro trigo cuya equivalencia de precio no hay sido fijada todavía, los precios máximo y mínimo se determinen provisionalmente de acuerdo con los precios mínimo y máximo de la especificación, tipo, clase o grado de trigo que se describe en este Artículo o la que sea adoptada posteriormente por el Comité Ejecutivo, en consulta con el Comité Asesor sobre Equivalencias de Precio, que más se parezca a ese otro trigo, con la adición de una prima adecuada o con la deducción del descuento correspondiente.

6. Si un país exportador o un país importador señala al Comité Ejecutivo que una equivalencia de precio establecida de conformidad con los párrafos 2, 3 ó 5 de este Artículo ha dejado de ser equitativa a causa de las tarifas de transporte, los tipos de cambio y las primas o descuentos vigentes a la sazón, el Comité Ejecutivo examinará el asunto y, en consulta con el Comité Asesor sobre Equivalencias de Precio, podrá efectuar los ajustes que considere oportunos.

7. Al fijar los precios equivalentes mínimo y máximo con arreglo a los párrafos 2, 3, 5 ó 6, no se efectuará ningún ajuste por diferencias de calidad que haga que el precio equivalente mínimo o máximo del trigo de cualquier especificación, tipo, clase o grado, se fije a un nivel más elevado que el precio básico mínimo o máximo, respectivamente, especificado en el párrafo 1.

8. Si se produjera un desacuerdo sobre el monto de la prima o el descuento que deben aplicarse a efectos de los párrafos 5 y 6 de este Artículo respecto a una especificación cualquiera de trigo descrita en los párrafos 2 ó 3 de este Artículo, o adoptada en virtud del párrafo 5 de este Artículo, el Comité Ejecutivo, en consulta con el Comité Asesor sobre Equivalencias de Precio, decidirá el asunto a petición del país exportador o del país importador interesados.

9. Todas las decisiones que adopte el Comité Ejecutivo en virtud de los párrafos 5, 6 y 8 de este Artículo serán obligatorias para todos los países exportadores y para todos los países importadores, aunque, si alguno de ellos considera que alguna de dichas decisiones le perjudica, podrá pedir al Consejo que la revise.

## ARTICULO VII

### *Existencias*

1. A fin de asegurar el abastecimiento de trigo a los países importadores, cada país exportador se esforzará en mantener, al

fin de su año agrícola, existencias de trigo procedentes de cosechas anteriores en cantidades suficientes para asegurar que podrá cubrir durante el año agrícola siguiente sus ventas garantizadas en virtud del presente Convenio.

2. En el caso de que un país exportador sufra las consecuencias de una cosecha insuficiente, el Consejo, antes de relevárselo, según lo dispuesto en el Artículo X, de alguna de sus obligaciones, tendrá especialmente en cuenta los esfuerzos realizados por dicho país para mantener las existencias adecuadas que requiere el párrafo 1 de este Artículo.

3. Para evitar compras desproporcionadas de trigo a principios y a fines de un año agrícola que pudieran ser perjudiciales para la estabilización de precios que persigue el presente Convenio y dificultar el cumplimiento de las obligaciones de todos los países tanto exportadores como importadores, los países importadores se esforzarán por mantener en todo momento existencias adecuadas.

4. En el caso de que un país importador, invocando lo dispuesto en el Artículo XII, recurra al Consejo, éste, antes de decidir en su favor, tendrá especialmente en cuenta los esfuerzos realizados por dicho país para mantener las existencias adecuadas que exige el párrafo 3 de este Artículo.

### **ARTICULO VIII**

#### *Información que ha de suministrarse al Consejo*

Los países exportadores y los países importadores notificarán al Consejo, dentro del plazo que éste prescriba, cuanta información pueda pedir en relación con la administración del presente Convenio.

### **PARTE 3—AJUSTE DE LAS CANTIDADES GARANTIZADAS**

### **ARTICULO IX**

#### *Ajustes en caso de no participación o de retirada de países*

1. En el caso de que se produzca alguna diferencia entre el total de las compras garantizadas en el Anexo A al Artículo III y el total de las ventas garantizadas en el Anexo B al Artículo III, porque algunos de los países enumerados en cualquiera de dichos Anexos a) no suscribiera el presente Convenio; b) no depositara su instrumento de aceptación; c) se retirara en virtud de lo dispuesto en los párrafos 5, 6 ó 7 del Artículo XXII; d) fuera expulsado según lo establecido en el Artículo XIX, o e) determinara el

Consejo, en aplicación de lo dispuesto en el Artículo XIX, que está en falta respecto a la totalidad o parte de su cantidad garantizada en el presente Convenio, el Consejo, sin perjuicio del derecho de todo país de retirarse del presente Convenio con sujeción al párrafo 6 del Artículo XXII, ajustará las cantidades garantizadas restantes de manera que el total de un Anexo sea igual al del otro.

2. A menos que el Consejo decida de otra manera por una mayoría de dos tercios de los votos emitidos por los países exportadores y de dos tercios de los emitidos por los países importadores, el ajuste que prevé este Artículo se hará reduciendo a prorrata las cantidades garantizadas en el Anexo A o en el Anexo B, según el caso, en la cantidad necesaria para que el total de un Anexo sea igual al del otro.

3. Al hacer los ajustes que dispone este Artículo, el Consejo tendrá en cuenta que en general es deseable mantener el total de las compras garantizadas y el de las ventas garantizadas al nivel más alto posible.

#### ARTICULO X

##### *Ajustes en caso de insuficiencia de cosecha o de necesidad de salvaguardar la balanza de pagos o las reservas monetarias*

1. Cualquier país, exportador o importador, que por causa de una cosecha insuficiente, en el caso de un país exportador, o de la necesidad de salvaguardar su balanza de pagos o sus reservas monetarias, en el caso de un país importador, tema verse imposibilitado de cumplir, en el curso de un año agrícola dado, las obligaciones del presente Convenio, lo notificará tan pronto como sea posible al Consejo, y le pedirá que le considere relevado de la totalidad o de parte de sus obligaciones para dicho año agrícola. El Consejo atenderá sin demora toda petición que le fuera hecha al amparo de este párrafo.

2. Si la petición se relaciona con una cosecha insuficiente, el Consejo, al considerar la petición del país para que se le releve de sus obligaciones, examinará la situación de sus abastecimientos.

3. Si la cuestión se relaciona con la balanza de pagos o con las reservas monetarias, el Consejo pedirá, y la tendrá en cuenta junto con todos los factores que considere oportunos, la opinión del Fondo Monetario Internacional sobre la existencia y la magnitud de la necesidad a que se refiere el párrafo 1 de este Artículo, si la cuestión se refiere a un país que sea miembro del Fondo.

4. Al examinar la petición de un país de que se le releve de sus obligaciones en virtud de este Artículo, el Consejo se ajustará al

principio de que dicho país deberá, hasta el máximo factible, efectuar ventas si se trata de un país exportador y compras si se trata de un país importador, para hacer frente a las obligaciones contraídas en virtud del presente Convenio.

5. El Consejo decidirá si son fundados los alegatos del país peticionario. Si estima que lo son, decidirá hasta qué punto y en qué condiciones será relevado del compromiso de su cantidad garantizada para el año agrícola de que se trate. El Consejo comunicará su decisión a dicho país.

6. Si el Consejo decide que el país peticionario sea relevado de la totalidad o de parte de la cantidad garantizada para el año agrícola correspondiente, se aplicará el siguiente procedimiento:

a) El Consejo invitará a los demás países importadores, si el país peticionario lo fuera, o a los demás países exportadores, si el país peticionario lo fuera, a que aumenten sus cantidades garantizadas para el año agrícola en cuestión hasta completar la cantidad garantizada de que se releva al país peticionario. Todo aumento en las cantidades garantizadas, efectuado en virtud de este inciso, requerirá la aprobación del Consejo.

b) Si la cantidad de que se releva a un país peticionario no se puede compensar plenamente en la forma establecida en el inciso a) de este párrafo, el Consejo invitará a los países exportadores, si el país peticionario fuese un país importador, o a los países importadores, si el país peticionario fuese un país exportador, a aceptar una reducción de sus cantidades garantizadas para el año agrícola de que se trate, hasta completar la cantidad garantizada de que se releva al país peticionario, después de tener en cuenta los ajustes efectuados en virtud del inciso a) de este párrafo.

c) Si el total de las ofertas que reciba el Consejo de los países exportadores y de los países importadores para aumentar sus cantidades garantizadas en virtud del inciso a) de este párrafo o para reducirlas en virtud del inciso b) del mismo, excediere de la cantidad garantizada de que se haya relevado al país peticionario, y salvo que el Consejo decida otra cosa, sus cantidades garantizadas se aumentarán o se reducirán, según el caso, a prorrata siempre que el aumento o la reducción de la cantidad garantizada de cualquiera de dichos países no rebase su oferta.

d) Si la cantidad garantizada de que se haya relevado al país peticionario no se puede compensar plenamente en la forma que se indica en los incisos a) y b) de este párrafo, el Consejo reducirá, para el año agrícola de que se trate, las cantidades

garantizadas en el Anexo A al Artículo III, si el país peticionario es un país exportador, o en el Anexo B a dicho Artículo, si el país peticionario es un país importador, en la cantidad necesaria para que el total de un Anexo sea igual al total del otro. A menos que los países exportadores, en el caso de una reducción en el Anexo B, o que los países importadores, en el caso de una reducción en el Anexo A, acuerden otra cosa, la reducción se hará a prorrata teniendo en cuenta toda reducción ya efectuada en virtud del inciso b) de este párrafo.

## ARTICULO XI

### *Ajustes de las cantidades garantizadas, por mutuo consentimiento*

1. Cuando lo pidan el país exportador y el país importador cuyas cantidades garantizadas vayan a ajustarse en esta forma, el Consejo podrá aprobar aumentos en las cantidades garantizadas en un Anexo al Artículo III para el resto del período de tiempo que abarca el presente Convenio, junto con aumentos equivalentes en las cantidades garantizadas para el mismo período de tiempo en el otro Anexo.
2. Un país exportador podrá transferir parte de su cantidad garantizada a otro país exportador y un país importador podrá transferir parte de su cantidad garantizada a otro país importador para uno o más años agrícolas, previa aprobación del Consejo por mayoría de los votos emitidos por los países exportadores y por mayoría de los votos emitidos por los países importadores.
3. La cantidad garantizada de cualquier país que se adhiera al presente Convenio, según lo dispuesto en el Artículo XXI, deberá ser compensada por los ajustes correspondientes, mediante aumento o disminución de las cantidades garantizadas de uno o más países en los Anexos A y B al Artículo III. Dichos ajustes no quedarán aprobados mientras no se obtenga el consentimiento de cada país exportador o importador cuya cantidad garantizada sea de tal modo modificada.

## ARTICULO XII

### *Compras adicionales en caso de necesidad crítica*

Para atender a una necesidad crítica que se presente o amenace presentarse en su territorio, un país importador podrá recurrir al Consejo en petición de ayuda para conseguir abastecimientos de trigo por encima de sus compras garantizadas. Al considerar dicha petición, el Consejo podrá reducir a prorrata las cantidades garantizadas de los demás países importadores, a fin de propor-

cionar la cantidad de trigo que juzgue necesaria para remediar la situación imprevista creada por tal necesidad crítica, siempre que considere que dicha situación no puede remediar de ninguna otra manera. Se precisarán dos tercios de los votos emitidos por los países exportadores y dos tercios de los votos emitidos por los países importadores para efectuar, de conformidad con este párrafo, cualquier reducción en las cantidades garantizadas.

## PARTE 4—ADMINISTRACION

### ARTICULO XIII

#### *El Consejo*

##### A. Constitución

1. El Consejo Internacional del Trigo, creado por el Convenio Internacional del Trigo abierto a la firma en Washington el 23 de marzo de 1949, continuará en funciones para la administración del presente Convenio.
2. Cada país exportador y cada país importador será miembro del Consejo con derecho a voto y podrá estar representado en sus reuniones por un delegado, suplentes y asesores.
3. Cada una de las organizaciones intergubernamentales que el Consejo decida invitar podrá designar un representante sin voto para que asista a las reuniones del Consejo.
4. El Consejo elegirá para cada año agrícola un Presidente y un Vicepresidente.

##### B. Poderes y funciones

5. El Consejo establecerá su reglamento.
6. El Consejo llevará los registros que requieran las disposiciones del presente Convenio, pudiendo llevar otros adicionales si lo juzga conveniente.
7. a) El Consejo podrá estudiar cualquier aspecto de la situación triguera mundial y podrá patrocinar intercambios de información y consultas intergubernamentales que se refieran a ella. El Consejo podrá adoptar las disposiciones que considere conveniente para la colaboración en cualquiera de estas actividades con la Organización de las Naciones Unidas para la Agricultura y la Alimentación y con otras organizaciones intergubernamentales, así como también con gobiernos que, sin ser partes del presente Convenio, tengan interés substancial en el comercio internacional del trigo.

- b) Los países exportadores e importadores se reservan su completa libertad de acción en la determinación y administración de su política nacional agrícola y de precios.
8. El Consejo publicará un informe anual y podrá publicar cualquier otra información relativa a cuestiones comprendidas en la esfera del presente Convenio.
9. El Consejo tendrá todos aquellos poderes y desempeñará todas aquellas funciones que estime necesarios para llevar a la práctica las disposiciones de este Convenio.
10. El Consejo podrá delegar el ejercicio de cualquiera de sus poderes o funciones, por mayoría de dos tercios de los votos emitidos por los países exportadores y de dos tercios de los votos emitidos por los países importadores. El Consejo, por mayoría de votos emitidos, podrá revocar en cualquier momento esa delegación. Toda decisión adoptada en virtud de funciones o poderes delegados por el Consejo según lo dispuesto en este párrafo, estará sujeta a la revisión del Consejo a petición de cualquier país exportador o de cualquier país importador, presentada dentro del plazo que el Consejo determine. Toda decisión respecto de la cual no se pida la revisión en el plazo determinado, obligará a todos los países, tanto a los exportadores como a los importadores.

#### C. Votación

11. a) Con sujeción a lo dispuesto en los incisos b) y c) de este párrafo, los países importadores tendrán 1.000 votos que se distribuirán entre ellos en la proporción que sus respectivas compras garantizadas para el año agrícola en curso guarden con la totalidad de las compras garantizadas para dicho año agrícola. Los países exportadores tendrán también 1.000 votos que se distribuirán entre ellos en la proporción que sus respectivas ventas garantizadas para el año agrícola en curso guarden con la totalidad de las ventas garantizadas para dicho año agrícola.
- b) Si en una reunión del Consejo un país importador o un país exportador no estuvieran representados por un delegado acreditado y no hubieran autorizado a otro país, de conformidad con el párrafo 16 de este Artículo, para ejercer su derecho de voto, el total de los votos de los países exportadores se ajustará a una cifra igual al total de los votos de los países importadores en esa reunión, redistribuyéndose los votos entre los países exportadores en proporción a sus ventas garantizadas.
- c) Ningún país, exportador o importador, tendrá menos de un voto y no habrá fracciones de voto.

12. Cuando se efectúe un cambio en las compras o ventas garantizadas para el año agrícola en curso, el Consejo redistribuirá los votos de acuerdo con las disposiciones del párrafo 11 de este Artículo.

13. Si un país exportador o un país importador pierde sus votos en virtud de lo dispuesto en el párrafo 5 del Artículo XVII o se le priva de ellos de conformidad con lo dispuesto en el párrafo 7 del Artículo XIX, el Consejo redistribuirá los votos como si dicho país no tuviera cantidad garantizada durante el año agrícola en curso.

14. Para la redistribución de votos realizada en virtud de este Artículo, no se tendrá en cuenta ninguna reducción de la cantidad garantizada aceptada por un país exportador o por un país importador en virtud del párrafo 6 b) del Artículo X, ni ninguna transferencia de parte de la cantidad garantizada de un país para un solo año agrícola, realizada conforme al párrafo 2 del Artículo XI.

15. El Consejo adoptará sus decisiones por mayoría de los votos emitidos, excepto en los casos en que se disponga otra cosa en el presente Convenio.

16. Todo país exportador podrá autorizar a otro país exportador, y todo país importador podrá autorizar a otro país importador, para que represente sus intereses y ejerza sus derecho de voto en cualquier sesión o sesiones del Consejo. Deberá presentarse al Consejo prueba satisfactoria de dicha autorización.

#### D. Reuniones

17. El Consejo se reunirá al menos una vez por semestre en cada año agrícola, y siempre que el Presidente lo decida.

18. El Presidente convocará a una reunión del Consejo si así lo piden a) cinco países, b) uno o más países que reúnan no menos del 10% de la totalidad de los votos, o c) el Comité Ejecutivo.

#### E. Quórum

19. Para constituir quórum en cualquier reunión del Consejo será necesaria la presencia de delegados con mayoría de votos de los países exportadores y con mayoría de votos de los países importadores, antes de haberse efectuado cualquier ajuste de votos en aplicación del párrafo 11 b) de este Artículo.

#### F. Sede

20. La sede del Consejo será Londres, a no ser que el Consejo disponga otra cosa por mayoría de votos emitidos por los países

exportadores y por mayoría de votos emitidos por los países importadores.

**G. Capacidad legal**

21. El Consejo tendrá, en el territorio de cada país exportador y en el de cada país importador, la capacidad legal necesaria para el ejercicio de las funciones que le competen en virtud del presente Convenio.

**H. Decisiones**

22. Cada país exportador y cada país importador se compromete a aceptar como obligatoria toda decisión que el Consejo adopte en virtud de las disposiciones del presente Convenio.

**ARTICULO XIV**

*Comité Ejecutivo*

1. El Consejo constituirá un Comité Ejecutivo. Los miembros del Comité Ejecutivo serán no más de cuatro países exportadores elegidos anualmente por los países exportadores y no más de ocho países importadores elegidos anualmente por los países importadores. El Consejo nombrará el Presidente del Comité Ejecutivo y podrá nombrar un Vicepresidente.

2. El Comité Ejecutivo será responsable ante el Consejo y desempeñará sus funciones bajo su dirección general. Tendrá los poderes y funciones que expresamente le han sido asignados en virtud del presente Convenio y los que el Consejo pueda delegarle de conformidad con el párrafo 10 del Artículo XIII.

3. Los países exportadores representados en el Comité Ejecutivo tendrán el mismo número total de votos que los países importadores. Los votos de los países exportadores se dividirán entre ellos según acuerden, siempre que ningún país exportador tenga más del 40% de la totalidad de los votos de los países exportadores. Los votos de los países importadores se dividirán entre ellos según acuerden, siempre que ningún país importador tenga más del 40% de la totalidad de los votos de los países importadores.

4. El Consejo establecerá el reglamento para la votación en el Comité Ejecutivo, pudiendo tomar las otras medidas acerca del reglamento del Comité Ejecutivo, que juzgue apropiadas. Las decisiones del Comité Ejecutivo requerirán la misma mayoría de votos que prescribe el presente Convenio para las decisiones del Consejo en asuntos de la misma índole.

5. Todo país exportador o todo país importador, aunque no sea miembro del Comité Ejecutivo, podrá participar, sin derecho a voto, en el examen de cualquier asunto que trate el Comité, siempre que éste considere que están afectados los intereses de dicho país.

#### ARTICULO XV

##### *Comité Asesor sobre Equivalencias de Precio*

El Consejo creará un Comité Asesor sobre Equivalencias de Precio integrado por representantes de no más de tres países exportadores y de no más de tres países importadores. Dicho Comité asesorará al Consejo y al Comité Ejecutivo en las materias a que se refieren los párrafos 5, 6 y 8 del Artículo VI y en aquellos otros asuntos que el Consejo o el Comité Ejecutivo le remita. El Presidente del Comité será nombrado por el Consejo.

#### ARTICULO XVI

##### *Secretaría*

1. El Consejo dispondrá de una Secretaría integrada por un Secretario y por el personal necesario para desempeñar el trabajo del Consejo y el de sus comités.
2. El Consejo nombrará al Secretario y determinará sus obligaciones.
3. El personal será nombrado de conformidad con las normas que establezca el Consejo.

#### ARTICULO XVII

##### *Disposiciones financieras*

1. Los gastos de las delegaciones de cada país ante el Consejo, así como los de los representantes tanto en el Comité Ejecutivo como en el Comité Asesor sobre Equivalencia de Precio, serán sufragados por sus respectivos gobiernos. Los demás gastos que sean necesarios para la administración del presente Convenio, incluidos los de Secretaría y cualquier remuneración que el Consejo acuerde abonar a su Presidente o a su Vicepresidente, serán sufragados con las contribuciones anuales de los países exportadores y de los países importadores. La contribución de cada país para cada año agrícola se fijará en la proporción que guarde su cantidad garantizada con el total de ventas o de compras garantizadas al principio del año agrícola.
2. Una vez entrado en vigor el presente Convenio, el Consejo aprobará en su primera reunión su presupuesto para el período

que terminará el 31 de julio de 1957 y fijará la contribución que ha de pagar cada país exportador y cada país importador.

3. El Consejo, en una reunión del segundo semestre de cada año agrícola, aprobará el presupuesto para el año agrícola siguiente y fijará la contribución que pagará en dicho período cada país exportador y cada país importador.

4. La contribución inicial de todo país exportador y de todo país importador que se adhiera a este Convenio según lo dispuesto en el Artículo XXI, será fijada por el Consejo teniendo en cuenta la cantidad garantizada que tenga asignada ese país y el período restante del año agrícola en curso, pero no se modificarán las contribuciones ya fijadas a los demás países exportadores y a los demás países importadores para dicho año agrícola.

5. Las contribuciones serán pagaderas desde el momento en que sean fijadas. Todo país exportador o todo país importador que deje de pagar su contribución durante un año a partir de la fecha en que fué fijada, perderá su derecho de voto hasta que pague la contribución, pero no se le privará de ningún otro derecho, ni se le relevará de las obligaciones contraídas en virtud del presente Convenio. En caso de que un país exportador o un país importador pierda el derecho de voto en virtud de este párrafo, sus votos se redistribuirán como se dispone en el párrafo 13 del Artículo XIII.

6. Cada año agrícola, el Consejo publicará un estado certificado de sus ingresos y gastos durante el año agrícola anterior.

7. El gobierno del país donde radica la sede del Consejo otorgará exención de impuestos a los sueldos que el Consejo abone a su personal, pero dicha exención no se aplicará necesariamente a los nacionales de aquel país.

8. El Consejo, antes de su disolución, procederá a la liquidación de su pasivo y decidirá el destino que habrá que dar a su archivo y a sus bienes.

## ARTICULO XVIII

### *Cooperación con otras organizaciones intergubernamentales*

1. El Consejo podrá tomar las disposiciones necesarias para celebrar consultas y conseguir la cooperación de los órganos competentes de las Naciones Unidas y de sus organismos especializados, así como de otras organizaciones intergubernamentales.

2. Si el Consejo estima que alguna disposición del presente Convenio es materialmente incompatible con los requisitos que las Naciones Unidas, sus órganos competentes y los organismos es-

pecializados pudieran establecer en materia de acuerdos intergubernamentales sobre productos básicos, esa incompatibilidad será considerada como una circunstancia que entorpece el funcionamiento del presente Convenio, y en ese caso se aplicará el procedimiento que se establece en los párrafos 3, 4 y 5 del Artículo XXII.

## ARTICULO XIX

### *Controversias y reclamaciones*

1. Toda controversia sobre la interpretación o sobre la aplicación de este Convenio, que no se resuelva mediante negociaciones, será elevada ante el Consejo, a petición de cualquier país que sea parte en el conflicto, para que decida.
2. Cuando una controversia haya sido remitida al Consejo, según se dispone en el párrafo 1 de este Artículo, una mayoría de países, o un número de países que reúnan no menos de un tercio del total de votos, podrá, después de discutir a fondo el asunto, pedir al Consejo que, antes de adoptar una decisión, pida la opinión de la Comisión asesora a que se refiere el párrafo 3 de este Artículo sobre las cuestiones objeto de la controversia.
3. a) Excepto en los casos en que el Consejo disponga otra cosa por unanimidad, la Comisión asesora constará de
  - i) dos personas, una con amplia experiencia en asuntos de la misma naturaleza que el que es objeto de la controversia, y otra que tenga experiencia e idoneidad jurídicas, ambas nombradas por los países exportadores;
  - ii) dos personas de las mismas cualidades, nombradas por los países importadores; y
  - iii) un presidente elegido por unanimidad por las cuatro personas nombradas en virtud de lo dispuesto en los incisos i) y ii) o, en caso de que no lleguen a un acuerdo, por el Presidente del Consejo Internacional del Trigo.b) Para integrar la Comisión asesora podrán ser designados nacionales de países cuyos gobiernos sean parte en el presente Convenio, y las personas designadas para dicha Comisión asesora actuarán a título personal, sin recibir instrucciones de ningún gobierno.  
c) Los gastos de la Comisión asesora serán sufragados por el Consejo.
4. El dictamen de la Comisión asesora y las razones en que se funde serán sometidos al Consejo, el cual, después de examinar toda la información pertinente, dirimirá la controversia.

5. Toda reclamación en que se alegue que un país exportador o un país importador ha dejado de cumplir obligaciones contraídas en virtud del presente Convenio, será remitida al Consejo a petición del país que formule la reclamación, para que aquél decida la cuestión.
6. No se decidirá que un país exportador o un país importador ha infringido el presente Convenio, si no es por mayoría de votos de los países exportadores y por mayoría de votos de los países importadores. En toda declaración de que un país exportador o un país importador ha infringido el presente Convenio se especificará la naturaleza de la infracción y, si la infracción supone que dicho país está en falta respecto de su cantidad garantizada, la cuantía de esa falta.
7. Si el Consejo llega a la conclusión de que un país exportador o un país importador ha cometido una infracción del presente Convenio podrá, por mayoría de votos de los países exportadores y por mayoría de votos de los países importadores, privar al país de que se trate de su derecho de voto, hasta que cumpla sus obligaciones, o expulsarle del Convenio.
8. Si un país exportador o un país importador es privado de sus votos en virtud de este Artículo, los votos serán redistribuidos de conformidad con lo dispuesto en el párrafo 13 del Artículo XIII. Si se llega a la conclusión de que un país exportador o un país importador está en falta respecto de la totalidad o de una parte de su cantidad garantizada, o se le expulsa de este Convenio, las cantidades garantizadas restantes serán ajustadas según lo dispuesto en el Artículo IX.

## PARTE 5—DISPOSICIONES FINALES

### ARTICULO XX

#### *Firma, aceptación y entrada en vigor*

1. El presente Convenio quedará abierto a la firma de los Gobiernos de los países enumerados en los Anexos A y B al Artículo III, en Washington, hasta el 18 de mayo de 1956 inclusive.
2. El presente Convenio estará sujeto a la aceptación de los gobiernos signatarios de conformidad con sus respectivos procedimientos constitucionales. Con sujeción a las disposiciones del párrafo 5 de este Artículo, los instrumentos de aceptación se depositarán en poder del Gobierno de los Estados Unidos de América no más tarde del 16 de julio de 1956; no obstante, una notificación presentada hasta el 16 de julio de 1956 al Gobierno de

los Estados Unidos de América por cualquier gobierno signatario, de que tiene el propósito de aceptar el presente Convenio, seguida del depósito de un instrumento de aceptación no más tarde del 1º de diciembre de 1956, será considerada, a los efectos de este Artículo, como aceptación del presente Convenio en 16 de julio de 1956.

3. A condición de que los gobiernos de un número de países de los enumerados en el Anexo A del Artículo III, que representen no menos de los dos tercios de las compras garantizadas, y de que los gobiernos de un número de países de los enumerados en el Anexo B del Artículo III, que representen no menos de los dos tercios de las ventas garantizadas, hayan aceptado el presente Convenio en fecha 16 de julio de 1956; las Partes 1, 3, 4 y 5 del presente Convenio entrarán en vigor el 16 de julio de 1956, y la Parte 2 el 1º de agosto de 1956 para aquellos gobiernos que hayan aceptado el Convenio.

4. Si en 16 de julio de 1956 no se han cumplido las condiciones establecidas en el párrafo precedente para que este Convenio entre en vigor, los gobiernos de aquellos países que con anterioridad a esa fecha hayan aceptado este Convenio, como se dispone en el párrafo 2 de este Artículo, podrán decidir de común acuerdo que el mismo entrará en vigor entre ellos u optar por tomar cualesquiera otras medidas que a su juicio requiera la situación.

5. Todo gobierno signatario que no haya aceptado el presente Convenio en 16 de julio de 1956, como se dispone en el párrafo 2 de este Artículo, podrá obtener del Consejo una prórroga del plazo, después de aquella fecha, para depositar su instrumento de aceptación. Las Partes 1, 3, 4 y 5 del presente Convenio entrarán en vigor, para dicho gobierno, en la fecha en que deposite su instrumento de aceptación, y la Parte 2 el 1º de agosto de 1956 o en la fecha del depósito de su instrumento de aceptación, si ésta es posterior.

6. El Gobierno de los Estados Unidos de América notificará cada firma y cada aceptación del presente Convenio a todos los gobiernos signatarios.

## ARTICULO XXI

### *Adhesión*

El Consejo, por dos tercios de los votos emitidos por los países exportadores y dos tercios de los votos emitidos por los países importadores, podrá aprobar la adhesión al presente Convenio de cualquier gobierno que no sea aún parte en él y fijará las condi-

ciones para la adhesión; el Consejo no podrá, sin embargo, aprobar la adhesión de ningún gobierno en virtud de este Artículo a menos que, al mismo tiempo, apruebe los ajustes de las cantidades garantizadas en los Anexos A y B al Artículo III, de conformidad con el párrafo 3 del Artículo XI. La adhesión se llevará a efecto depositando un instrumento de adhesión en poder del Gobierno de los Estados Unidos de América, el cual notificará cada adhesión a todos los gobiernos signatarios del Convenio y adheridos a él.

## ARTICULO XXII

### *Duración, enmiendas, retirada y terminación*

1. Este Convenio permanecerá en vigor hasta el 31 de julio de 1959 inclusive.
2. a) El Consejo, en la fecha que juzgue oportuno, comunicará a los países exportadores y a los países importadores sus recomendaciones respecto a la renovación o a la sustitución del presente Convenio.  
b) El Consejo podrá invitar a todo gobierno que no sea parte en el presente Convenio, pero que tenga intereses importantes en el comercio internacional de trigo, a que participe en sus debates sobre la renovación o la sustitución del Convenio.
3. El Consejo, por mayoría de los votos de los países exportadores y por mayoría de los votos de los países importadores, podrá recomendar a los países exportadores y a los países importadores una enmienda al presente Convenio. .
4. El Consejo podrá fijar el plazo dentro del cual cada país exportador y cada país importador deberá notificar al Gobierno de los Estados Unidos de América si acepta o no la enmienda. La enmienda entrará en vigor una vez aceptada por los países exportadores que reúnan dos tercios de los votos de los países exportadores y por los países importadores que reúnan dos tercios de los votos de los países importadores.
5. Todo país exportador o todo país importador que no haya notificado al Gobierno de los Estados Unidos de América la aceptación de una enmienda en la fecha en que entre en vigor podrá retirarse del presente Convenio, después de transmitir por escrito al Gobierno de los Estados Unidos de América el aviso de retirada que el Consejo exija en cada caso, al finalizar el año agrícola en curso, pero no por ello quedará relevado de ninguna de las obligaciones contraídas en virtud del presente Convenio y que no haya cumplido al finalizar el año agrícola.

6. Todo país exportador que considere que sus intereses resultan gravemente perjudicados por la no participación en el presente Convenio o por la retirada de cualquier país que, figurando en el Anexo A del Artículo III, represente más del 5% de las cantidades garantizadas en dicho Anexo, o todo país importador que considere que sus intereses resultan gravemente perjudicados por la no participación en el presente Convenio o por la retirada de cualquier país que, figurando en el Anexo B del Artículo III, represente más del 5% de las cantidades garantizadas de dicho Anexo, podrá retirarse del presente Convenio notificándolo por escrito al Gobierno de los Estados Unidos de América antes del 1º de agosto de 1956.

7. Todo país exportador o todo país importador que considere en peligro su seguridad nacional por una ruptura de hostilidades, podrá retirarse del presente Convenio notificándolo por escrito al Gobierno de los Estados Unidos de América, con treinta días de anticipación.

8. El Gobierno de los Estados Unidos de América comunicará a todos los gobiernos signatarios y a todos los gobiernos adheridos cualquiera notificación y aviso que reciba en virtud de este Artículo.

### ARTICULO XXIII

#### *Aplicación territorial*

1. Todo gobierno, en el momento de suscribir, de aceptar, o de adherirse al presente Convenio, podrá declarar que los derechos y obligaciones que contrae en virtud del Convenio no tendrán aplicación en todos o en algunos de sus territorios de ultramar cuya representación internacional ostente.

2. Con excepción de los territorios respecto de los cuales se haya hecho una declaración de conformidad con lo dispuesto en el párrafo 1 de este Artículo, los derechos y obligaciones de todo gobierno derivados del presente Convenio se aplicarán a todos los territorios cuya representación internacional ostente dicho gobierno.

3. Todo gobierno, en cualquier momento después de la aceptación o de la adhesión al presente Convenio, podrá declarar, mediante notificación al Gobierno de los Estados Unidos de América, que sus derechos y obligaciones derivados del Convenio se aplicarán en todos o en algunos de los territorios respecto de los cuales haya hecho una declaración de conformidad con lo dispuesto en el párrafo 1 de este Artículo.

4. Todo gobierno, notificándolo al Gobierno de los Estados Unidos de América, podrá retirar del presente Convenio, por separado, todos o alguno de los territorios de ultramar cuya representación internacional ostente.
5. El Gobierno de los Estados Unidos de América comunicará a todos los gobiernos signatarios y a todos los gobiernos adheridos las declaraciones y notificaciones que se efectúen con arreglo a lo dispuesto en este Artículo.

**EN FE DE LO CUAL** los infrascritos, debidamente autorizados a este efecto por sus respectivos Gobiernos, han firmado este Convenio en las fechas que aparecen frente a sus firmas.

Los textos de este Convenio en los idiomas español, francés e inglés serán todos igualmente auténticos, quedando el original depositado en los archivos del Gobierno de los Estados Unidos de América quien transmitirá copias certificadas del mismo a cada uno de los Gobiernos signatarios y de los gobiernos adheridos.

FOR ARGENTINA:  
POUR L'ARGENTINE:  
POR LA ARGENTINA:

as per Dues 18 May 1956 -

FOR AUSTRALIA:  
POUR L'AUSTRALIE:  
POR AUSTRALIA:

Franklin 17 May 1956.

FOR AUSTRIA:  
POUR L'AUTRICHE:  
POR AUSTRIA:

J. Pribus May 17. 1956

FOR THE KINGDOM OF BELGIUM:  
POUR LE ROYAUME DE BELGIQUE:  
POR EL REINO DE BELGICA:

Belgium  
Cette signature est donnée  
pour l'Union Economique  
Belgo Luxembourgeoise. le 15 mai 1956.

FOR BOLIVIA:  
POUR LA BOLIVIE:  
POR BOLIVIA:

O. A. Woodward

Mayo 18 de 1956

FOR BRAZIL:  
POUR LE BRESIL:  
POR EL BRASIL:

*(Signature)*

May 17<sup>th</sup> 1956

FOR CANADA:  
POUR LE CANADA:  
POR EL CANADA:

D. P. Murray

May 14, 1956

FOR CEYLON:  
POUR CEYLAN:  
POR CEILAN:

FOR COLOMBIA:  
POUR LA COLOMBIE:  
POR COLOMBIA:

FOR COSTA RICA.  
POUR COSTA-RICA.  
POR COSTA RICA:



*[Signature]* Mayo 18, 1956

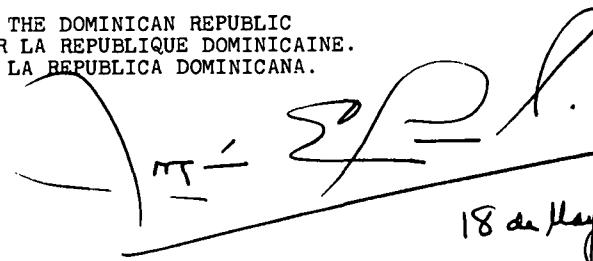
FOR CUBA  
POUR CUBA.  
POR CUBA.

FOR DENMARK.  
POUR LE DANEMARK.  
POR DINAMARCA.



*[Signature]* May 16, 1956.

FOR THE DOMINICAN REPUBLIC  
POUR LA REPUBLIQUE DOMINICAINE.  
POR LA REPUBLICA DOMINICANA.



*[Signature]* 18 de Mayo de 1956

FOR ECUADOR:  
POUR L'EQUATEUR:  
POR EL ECUADOR:



*[Signature]* 15 de Mayo de 1956

FOR EGYPT.  
POUR L'EGYPTE  
POR EGIPTO:

*Anwar Sadat*  
May 18, 1956

FOR EL SALVADOR:  
POUR LE SALVADOR:  
POR EL SALVADOR.

*Hector David Castro*

May 16, 1956.

FOR FRANCE  
POUR LA FRANCE.  
POR FRANCIA.

*Norman Brinkley*

15 mai 1956

FOR THE FEDERAL REPUBLIC OF GERMANY  
POUR LA REPUBLIQUE FEDERALE D'ALLEMAGNE.  
POR LA REPUBLICA FEDERAL DE ALEMANIA.

*Werner L. Kuhnen*  
18 Mai 1956

FOR GREECE.  
POUR LA GRECE.  
POR GRECIA.

Costa P. Caranicas

May 15, 1956

FOR GUATEMALA.  
POUR LE GUATEMALA.  
POR GUATEMALA.

Faurewsky  
May 18<sup>th</sup>, 1956 -

FOR HAITI  
POUR HAITI  
POR HAITI

FOR HONDURAS.  
POUR LE HONDURAS.  
POR HONDURAS.

FOR INDIA.  
POUR L'INDE.  
POR INDIA.

H. Rayal

May 18, 1956

FOR INDONESIA  
POUR L'INDONESIE.  
POR INDONESIA.

FOR IRELAND.  
POUR L'IRLANDE.  
POR IRLANDA.

John F. Learue May 14 1956

FOR ISRAEL.  
POUR ISRAEL.  
POR ISRAEL.

Abba Eban May 14, 1956

✓

FOR ITALY  
POUR L'ITALIE.  
POR ITALIA.

Mario Riva May 15<sup>th</sup>, 1956

FOR JAPAN  
POUR LE JAPON  
POR EL JAPON

Masayuki Tanaka May 15, 1956

FOR THE HASHEMITE KINGDOM OF JORDAN.  
POUR LE ROYAUME HACHEMITE DE JORDANIE.  
POR EL REINO HACHEMITA DE JORDANIA.

FOR THE REPUBLIC OF KOREA.  
POUR LA REPUBLIQUE DE COREE.  
POR LA REPUBLICA DE COREA.

*Park Wook Han* May 18, 1956

FOR LEBANON  
POUR LE LIBAN  
POR EL LIBANO.

*Emmam* May 17, 1956

FOR LIBERIA  
POUR LE LIBERIA.  
POR LIBERIA

*Herb Johnson*  
May 18, 1956

FOR MEXICO:  
POUR LE MEXIQUE  
POR MEXICO:

*M. Anne - ill*  
May 17, 1956

FOR THE KINGDOM OF THE NETHERLANDS.  
POUR LE ROYAUME DES PAYS-BAS.  
POR EL REINO DE HOLANDA.

*P. M. van Vorenkoven*

May 17 1956

FOR NEW ZEALAND:  
POUR LA NOUVELLE-ZELANDE.  
POR NUEVA ZELANDIA.

*J. D. L. White* May 16 1956

FOR NICARAGUA.  
POUR LE NICARAGUA.  
POR NICARAGUA.

*J. C. Comissionary*  
May 17, 1956 -

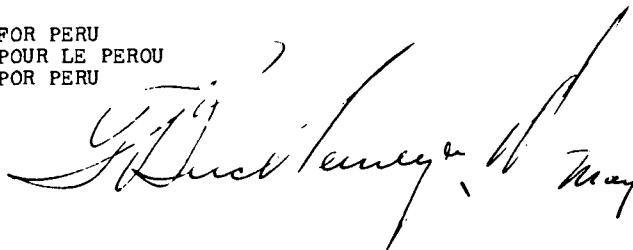
FOR THE KINGDOM OF NORWAY  
POUR LE ROYAUME DE NORVEGE.  
POR EL REINO DE NORUEGA.

*Torfinn Ophedal*, May 15 1956

FOR PANAMA.  
POUR LE PANAMA.  
POR PANAMA.

 May 16-1956

FOR PERU  
POUR LE PEROU  
POR PERU

 May 16 1956

FOR THE REPUBLIC OF THE PHILIPPINES  
POUR LA REPUBLIQUE DES PHILIPPINES  
POR LA REPUBLICA DE FILIPINAS

  
Mamie Calingo  
May 18, 1956

FOR PORTUGAL.  
POUR LE PORTUGAL.  
POR PORTUGAL.

  
H. Clement Franssen  
May 16, 1956

FOR SAUDI ARABIA.  
POUR L'ARABIE SAOUDITE.  
POR ARABIA SAUDITA.

FOR SPAIN  
POUR L'ESPAGNE  
POR ESPANA

FOR SWEDEN  
POUR LA SUEDE  
POR SUECIA

*D. H. Bohman*

May 16  
1956

Subject to ratification by the  
Swedish Parliament

FOR SWITZERLAND  
POUR LA SUISSE.  
POR SUIZA.

*F. Wenz*

18 May 1956

FOR THE UNION OF SOUTH AFRICA.  
POUR L'UNION SUD-AFRICAINE.  
POR LA UNION SUDAFRICANA.

Subject to the reservation that the Union  
Government undertake to purchase 150,000 metric  
tons of wheat within the price range of  
\$1.50 at minimum and \$2.00 at maximum  
for no. 1 Mombasa Northern wheat for the  
following three years

*J. Holloway*

May 18<sup>th</sup> 1956

FOR THE UNITED STATES OF AMERICA.  
POUR LES ETATS-UNIS D'AMERIQUE.  
POR LOS ESTADOS UNIDOS DE AMERICA.

*Ernest D. Wefors*  
*May 18, 1956*

FOR THE VATICAN CITY STATE.  
POUR L'ETAT DE LA CITE DU VATICAN  
POR EL ESTADO DE LA CIUDAD DEL VATICANO:

*A. J. Ensign*, *May 16, 1956*

FOR VENEZUELA.  
POUR LE VENEZUELA.  
POR VENEZUELA.

FOR YUGOSLAVIA.  
POUR LA YUGOSLAVIE.  
POR YUGOSLAVIA.

*Mates* *May 18 1956*

I CERTIFY THAT the foregoing is a true copy of the International Wheat Agreement, 1956, formulated at the United Nations Wheat Conference which ended at London on April 25, 1956, and open for signature in the English, French, and Spanish languages at Washington until and including May 18, 1956, the signed original of which is deposited in the archives of the Government of the United States of America.

IN TESTIMONY WHEREOF, I, JOHN FOSTER DULLES, Secretary of State of the United States of America, have hereunto caused the seal of the Department of State to be affixed and my name subscribed by the Authentication Officer of the said Department, at the city of Washington, in the District of Columbia, this twenty-first day of May, 1956.

[SEAL]

JOHN FOSTER DULLES  
*Secretary of State*

By BARBARA HARTMAN  
*Authentication Officer*  
*Department of State*

WHEREAS the Senate of the United States of America by their resolution of July 11, 1956, two-thirds of the Senators present concurring therein, did advise and consent to the ratification of the said Agreement;

WHEREAS the said Agreement was duly ratified by the President of the United States of America on July 13, 1956, in pursuance of the aforesaid advice and consent of the Senate;

WHEREAS it is provided in Article XX of the said Agreement that instruments of acceptance by the signatory Governments shall be deposited with the Government of the United States of America not later than July 16, 1956, provided, however, that a notification by any signatory Government to the Government of the United States of America by July 16, 1956 of an intention to accept the Agreement, followed by the deposit of an instrument of acceptance not later than December 1, 1956 in fulfilment of that intention, shall be deemed to constitute acceptance on July 16, 1956 for the purposes of the said Article XX;

WHEREAS instruments of acceptance of the said Agreement were deposited with the Government of the United States of America on or before July 16, 1956 by the Governments of certain countries, namely: Korea on July 7, Austria on July 10, Vatican City State on July 9, Union of South Africa on July 16, and United States of America on July 16;

WHEREAS instruments of acceptance of the said Agreement were deposited with the Government of the United States of America after July 16, 1956 and on or before December 1, 1956 by the Governments of certain countries which had, on or before July 16, 1956, given notifications of intention in accordance with the said Article XX, namely: India on July 19, Denmark on August 22, Peru on September 11, Argentina on September 25, Italy on September 25, Canada on September 26, El Salvador on October 23, Israel on November 2, Guatemala on November 6, Switzerland on November 6, Dominican Republic on November 8, Philippines on November 19, Portugal on November 19, Norway on November 26, Australia on November 27, Nicaragua on November 27, Bolivia on November 28, Ecuador on November 28, Greece on November 28, Yugoslavia on November 28, Sweden on November 29, Belgium on November 30, Costa Rica on November 30, France on November 30, Federal Republic of Germany on November 30, Japan on November 30, Mexico on November 30, Egypt on December 1, and Liberia on December 1;

WHEREAS instruments of acceptance of the said Agreement were deposited with the Government of the United States of America on or before December 1, 1956 by the Governments of certain

countries which had not, on or before July 16, 1956, given notifications of intention in accordance with the said Article XX, namely: Ireland on October 1 and New Zealand on October 26;

WHEREAS instruments of accession to the said Agreement were deposited with the Government of the United States of America on or before December 1, 1956 by the Governments of certain countries in accordance with Article XXI of the said agreement, namely: Cuba on July 23, Saudi Arabia on October 2, Spain on November 21, Haiti on November 23, Iceland on November 23, Honduras on November 30, Indonesia on December 1, and Venezuela on December 1;

WHEREAS it is provided further in the said Article XX that Parts 1, 3, 4, and 5 of the said Agreement shall enter into force on July 16, 1956 and Part 2 thereof shall enter into force on August 1, 1956 for those Governments which have accepted the said Agreement, provided that the Governments of countries listed in Annex A to Article III responsible for not less than two-thirds of the guaranteed purchases and the Governments of countries listed in Annex B to Article III responsible for not less than two-thirds of the guaranteed sales have accepted the said Agreement by July 16, 1956;

WHEREAS Governments of countries listed in Annex A to Article III of the said Agreement responsible for not less than two-thirds of the guaranteed purchases accepted the said Agreement by July 16, 1956 in accordance with the said Article XX;

WHEREAS Governments of countries listed in Annex B to Article III of the said Agreement responsible for not less than two-thirds of the guaranteed sales accepted the said Agreement by July 16, 1956 in accordance with the said Article XX;

AND WHEREAS, in accordance with the said Article XX, the said Agreement entered into force between the Governments of the countries hereinbefore named;

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 International Wheat Agreement, 1956, to the end that the same and each and every article and clause thereof shall be observed and fulfilled with good faith by the United States of America and by the citizens of the United States of America and all other persons subject to the jurisdiction thereof, Parts 1, 3, 4, and 5 thereof having entered into force on July 16, 1956, and Part 2 thereof having entered into force on August 1, 1956, pursuant to the provisions 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 eleventh day of December  
in the year of our Lord one thousand nine hundred  
[SEAL] fifty-six and of the Independence of the United States  
of America the one hundred eighty-first.

DWIGHT D EISENHOWER

By the President:

HERBERT HOOVER Jr

*Acting Secretary of State*

*Note by the Department of State*

Signatures affixed to the International Wheat Agreement are as follows:

FOR ARGENTINA:

ADOLFO VICCHI

*18 May 1956-*

FOR AUSTRALIA:

PERCY C SPENDER

*17th May 1956.*

FOR AUSTRIA:

GRUBER

*May 17. 1956*

FOR THE KINGDOM OF BELGIUM:

SILVERCRUYS

*le 15 mai 1956.*

Cette signature est donnée pour l'Union Economique Belgo Luxembourgeoise. [4]

FOR BOLIVIA:

V ANDRADE

*Mayo 18 de 1956*

FOR BRAZIL:

JOÃO CARLOS MUNIZ

*May 17th 1956*

FOR CANADA:

A. D. P. HEENEY

*May 16, 1956*

FOR CEYLON:

FOR COLOMBIA:

FOR COSTA RICA:

FERNANDO FOURNIER

*Mayo 18, 1956*

FOR CUBA:

FOR DENMARK:

A F KNUDSEN.

*May 16, 1956.*

FOR THE DOMINICAN REPUBLIC:

JOAQUÍN E. SALAZAR.

*18 de Mayo de 1956*

FOR ECUADOR:

ad referendum

B PERALTA P

*15 de Mayo de 1956*

<sup>1</sup> In translation reads: "This signature is given for the Belgo-Luxembourg Economic Union."

FOR EGYPT:

ANWAR NIAZI *May 18, 1956*

FOR EL SALVADOR:

HÉCTOR DAVID CASTRO *May 16, 1956.*

FOR FRANCE:

M COUVE DE MURVILLE *15 mai 1956*

FOR THE FEDERAL REPUBLIC OF GERMANY:

HEINZ L KREKELER *18. Mai 1956*

FOR GREECE:

COSTA P. CARANICAS. *May 15, 1956*

FOR GUATEMALA:

J LUIS CRUZ-SALAZAR *May 18th, 1956.-*

FOR HAITI:

FOR HONDURAS:

FOR INDIA:

H. DAYAL *May 18, 1956*

FOR INDONESIA:

FOR IRELAND:

JOHN J. HEARNE. *May 14 1956.*

FOR ISRAEL:

ABBA EBAN *May 14, 1956*

FOR ITALY:

MANLIO BROSIO *May 15th 1956*

FOR JAPAN:

MASAYUKI TANI. *May 15, 1956.*

FOR THE HASHEMITE KINGDOM OF JORDAN:

FOR THE REPUBLIC OF KOREA:

Pyo Wook Han *May 18, 1956*

FOR LEBANON:

N NOUSSAIR *May 17, 1956*

FOR LIBERIA:

GEO. PADMORE *May 18, 1956*

FOR MEXICO:

MANUEL TELLO.

*Mayo 17, 1956*

FOR THE KINGDOM OF THE NETHERLANDS:

S G M VAN VOORST TOT VOORST

*May 17. 1956*

FOR NEW ZEALAND:

G D L WHITE

*May 16. 1956.*

FOR NICARAGUA:

GUILLERMO SEVILLA-SACASA

*May 17, 1956.-*

FOR THE KINGDOM OF NORWAY:

TORFINN OFTEDAL,

*May 15. 1956.*

FOR PANAMA:

J. J. VALLARINO.

*May 16 - 1956*

FOR PERU:

F BERCKEMEYER

*May 16. 1956.*

FOR THE REPUBLIC OF THE PHILIPPINES:

MAURO CALINGO

*May 18, 1956*

FOR PORTUGAL:

L. ESTEVES FERNANDES

*May 16, 1956*

FOR SAUDI ARABIA:

FOR SPAIN:

FOR SWEDEN:

ERIK BOHEMAN

*May 16 1956*

subject to ratification by the Swedish Riksdag.

FOR SWITZERLAND:

F. SCHNYDER

*18 mai 1956.*

FOR THE UNION OF SOUTH AFRICA:

Subject to the reservation that the Union Government undertake to purchase 150,000 metric tons of wheat within the price range of \$1.50 at minimum and \$2.00 at maximum for No. 1. Manitoba Northern Wheat for the following three years.

J. E. HOLLOWAY.

*May 18th 1956.*

FOR THE UNITED STATES OF AMERICA:

TRUE D. MORSE

*May 18, 1956*

FOR THE VATICAN CITY STATE:

A. G. CICOGNANI,

*May 16, 1956*

FOR VENEZUELA:

FOR YUGOSLAVIA:

LEO MATES

*May 18 1956*

# SPAIN

## Mutual Defense Assistance: Disposition of Equipment and Materials

*Agreement implementing article I, paragraph 3, of the agreement of September 26, 1953.*

*Effectuated by exchange of notes*

*Signed at Madrid November 27, 1956;*

*Entered into force November 27, 1956.*

---

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

No. 600

AMERICAN EMBASSY,  
Madrid, Spain, November 27, 1956

EXCELLENCY:

I have the honor to refer to the Mutual Defense Assistance  
TIAS 2849.  
4 UST 1876. Agreement of September 26, 1953, between our two governments  
and to recent discussions relative to Article 1 paragraph 3 thereof,  
during which the following mutual understandings were reached  
by our representatives:

The Government of the United States of America and the  
Government of Spain undertake the following arrangements in  
accordance with Article I, paragraph 3 of the Mutual Defense  
Assistance Agreement of September 26, 1953 between the two  
Governments, respecting the disposition of military equipment  
and materials furnished by the Government of the United States  
and no longer required or used exclusively for the purposes for  
which they were made available:

1. The Government of Spain will report to the Government  
of the United States such equipment or materials as are no  
longer required and used exclusively and effectively for the pur-  
poses of and in accordance with Article I, paragraph 2 of the  
Mutual Defense Assistance Agreement. The United States  
Government may also draw to the attention of the appropriate  
authorities of the Spanish Government any equipment or  
materials which it considers to fall within the scope of these  
arrangements, and when so notified the authorities of the

Government of Spain will enter into consultation with the Government of the United States with a view to disposing of any such items in accordance with the procedures set out in the following paragraphs.

2. The Government of the United States may accept title to such equipment or materials for transfer to a third country or for such other disposition as may be made by the Government of the United States.

3. When title is accepted by the Government of the United States, such equipment or materials will be delivered as it may request free alongside ship at a Spanish port or free on board inland carrier at a shipping point in Spain designated by the Government of the United States, or, in the case of flight-deliverable aircraft, at such air field in Spain as may be designated by the Government of the United States.

4. Such equipment or materials as are not accepted by the Government of the United States will be disposed of by the Government of Spain as may be agreed between the two Governments.

5. Any salvage or scrap from military equipment or materials furnished by the Government of the United States shall be reported by the Government of Spain and shall be disposed of in accordance with paragraphs 2, 3, and 4 of the present arrangements. Salvage or scrap which is not accepted by the Government of the United States will be used as may be mutually agreed to support the defense effort of Spain or of other countries to which military assistance is being furnished by the Government of the United States of America.

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 the procedural arrangements which our two governments will follow in implementing Article 1, paragraph 3 of the Mutual Defense Assistance Agreement of September 26, 1953.

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

JOHN LODGE

His Excellency

Don ALBERTO MARTIN ARTAJO,  
*Minister of Foreign Affairs,*  
*Madrid.*

*The Spanish Minister of Foreign Affairs to the American Ambassador***MINISTERIO DE ASUNTOS EXTERIORES**

NºM. 1.051

**MADRID, 27 de noviembre de 1956****SEÑOR EMBAJADOR:**

Tengo la honra de acusar recibo a V.E. de su atenta Nota número 600, de 27 de noviembre de 1956, cuyo texto, traducido al español, dice lo siguiente:

"Tengo el honor de referirme al Convenio entre nuestros dos Gobiernos, relativo a la Ayuda para la Mutua Defensa, de 26 de septiembre de 1953, y a las recientes discusiones relativas al párrafo 3º del Artículo I del mismo, durante las cuales nuestros representantes han llegado al siguiente acuerdo mutuo:

"El Gobierno de los Estados Unidos de América y el Gobierno de España estipulan las siguientes medidas de acuerdo con el párrafo 3º del Artículo I del Convenio relativo a la Ayuda para la Mutua Defensa, concertado entre los dos Gobiernos el 26 de septiembre de 1953, respecto al modo de disponer del equipo militar y materiales suministrados por el Gobierno de los Estados Unidos y que ya no se precisen o usen exclusivamente para los fines a cuyo efecto fueron facilitados:

"1.-El Gobierno de España informará al Gobierno de los Estados Unidos sobre todo equipo o materiales que ya no sean precisados ni usados exclusiva y efectivamente para los fines consignados en el párrafo 2º del Artículo I del Convenio relativo a la Ayuda para la Mutua Defensa y de acuerdo con sus estipulaciones. El Gobierno de los Estados Unidos podrá, asimismo, señalar a la atención de las Autoridades españolas competentes todo equipo o materiales que considere comprendidos en estas medidas, y cuando tal notificación se verifique, las Autoridades españolas iniciarán consultas con el Gobierno de los Estados Unidos, a fin de disponer de cualquiera de estas partidas, de acuerdo con el procedimiento que se fija en los párrafos siguientes.

"2.-El Gobierno de los Estados Unidos podrá aceptar el título de todo equipo o materiales para su transferencia a un tercer país o para disponer de los mismos en cualquier otra forma que establezca el Gobierno de los Estados Unidos.

"3.-Cuando el título sea aceptado por el Gobierno de los Estados Unidos, el equipo o materiales citados se entregarán en la forma que solicite, franco al costado del buque en puerto español o franco cargado sobre un medio de transporte interior

en un punto de embarque de España designado por el Gobierno de los Estados Unidos, o, en el caso de aviones que puedan entregarse por sus propios medios de vuelo, en aquél aeródromo de España que designe al efecto el Gobierno de los Estados Unidos.

"4.—De todo equipo o materiales no aceptados por el Gobierno de los Estados Unidos dispondrá el Gobierno de España en la forma que se acuerde entre ambos Gobiernos.

"5.—El Gobierno de España informará sobre cualesquiera restos o desechos de equipo militar o materiales facilitados por el Gobierno de los Estados Unidos, y se dispondrá de los mismos de acuerdo con lo establecido en los párrafos 2, 3 y 4 de las presentes disposiciones. Los restos o desechos no aceptados por el Gobierno de los Estados Unidos, se utilizarán en la forma que se concierte mutuamente para el sostenimiento del esfuerzo defensivo de España o del de otras naciones a las que el Gobierno de los Estados Unidos de América facilita ayuda militar.

"Propongo que si estos acuerdos merecen la aprobación del Gobierno de España, la presente Nota y la Nota de contestación de V.E. se consideren como confirmación del acuerdo de procedimiento a seguir por nuestros dos Gobiernos para la aplicación del párrafo 3º del Artículo I del Convenio relativo a la Ayuda para la Mutua Defensa, de 26 de septiembre de 1953."

Al manifestar a V.E. la conformidad del Gobierno español con lo que antecede, cúmpleme significarle que el presente Canje de Notas constituye una confirmación de estas medidas de procedimiento, acordadas conforme al párrafo 3º del Artículo I del Convenio relativo a la Ayuda para la Mutua Defensa, concertado entre el Gobierno de España y el de los Estados Unidos de América en 26 de Septiembre de 1953.

Aprovecho esta oportunidad para reiterar a V.E. las seguridades de mi alta consideración.

ALBERTO MARTÍN ARTAJO

Excelentísimo Señor JOHN DAVIS LODGE

*Embajador Extraordinario y Plenipotenciario  
de los Estados Unidos de América  
Madrid.—*

*Translation*

MINISTRY OF FOREIGN AFFAIRS

No. 1.051

MADRID, November 27, 1956

MR. AMBASSADOR:

I have the honor to acknowledge receipt of Your Excellency's note No. 600 of November 27, 1956, the text of which, translated into Spanish, reads as follows:

[For the English language text of the note, see *ante*, p. 3392.]

Expressing to Your Excellency the Spanish Government's approval of the foregoing, I take pleasure in informing you that this exchange of notes constitutes a confirmation of these procedural measures, agreed upon in accordance with Article I, Paragraph 3, of the Mutual Defense Assistance Agreement concluded between the Governments of Spain and the United States of America on September 26, 1953.

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

ALBERTO MARTÍN ARTAJO

His Excellency

JOHN DAVIS LODGE,

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

# DOMINICAN REPUBLIC

## Atomic Energy: Cooperation for Civil Uses

*Agreement signed at Washington June 15, 1956;  
Entered into force December 21, 1956.*

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### AGREEMENT FOR COOPERATION BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF THE DOMINICAN REPUBLIC CONCERNING CIVIL USES OF ATOMIC ENERGY

Whereas the peaceful uses of atomic energy hold great promise for all mankind; and

Whereas the Government of the United States of America and the Government of the Dominican Republic desire to cooperate with each other in the development of such peaceful uses of atomic energy; and

Whereas the design and development of several types of research reactors are well advanced; and

Whereas research reactors are useful in the production of research quantities of radioisotopes, in medical therapy and in numerous other research activities and at the same time are a means of affording valuable training and experience in nuclear science and engineering useful in the development of other peaceful uses of atomic energy including civilian nuclear power; and

Whereas the Government of the Dominican Republic desires to pursue a research and development program looking toward the realization of the peaceful and humanitarian uses of atomic energy and desires to obtain assistance from the Government of the United States of America and United States industry with respect to this program; and

Whereas the Government of the United States of America, acting through the United States Atomic Energy Commission, desires to assist the Government of the Dominican Republic in such a program;

The Parties agree as follows:

## ARTICLE I

For the purposes of this Agreement:

(a) "Commission" means the United States Atomic Energy Commission or its duly authorized representatives.

(b) "Equipment and devices" means any instrument or apparatus and includes research reactors, as defined herein, and their component parts.

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

(d) The terms "Restricted Data," "atomic weapon," and "special nuclear material" are used in this Agreement as defined in the United States Atomic Energy Act of 1954.

68 Stat. 923, 924.  
42 U.S.C. 2014 (d),  
(r), (t).

## ARTICLE II

Restricted Data shall not be communicated under this Agreement, and no materials or equipment and devices shall be transferred and no services shall be furnished under this Agreement to the Government of the Dominican Republic or authorized persons under its jurisdiction if the transfer of any such materials or equipment and devices or the furnishing of any such services involves the communication of Restricted Data.

## ARTICLE III

1. Subject to the provisions of Article II, the Parties hereto will exchange information in the following fields:

(a) Design, construction, and operation of research reactors and their use as research, development, and engineering tools and in medical therapy.

(b) Health and safety problems related to the operation and use of research reactors.

(c) The use of radioactive isotopes in physical and biological research, medical therapy, agriculture, and industry.

2. The application or use of any information or data of any kind whatsoever, including design drawings and specifications, exchanged under this Agreement shall be the responsibility of the Party which receives and uses such information or data, and it is understood that the other cooperating Party does not warrant the accuracy, completeness, or suitability of such information or data for any particular use or application.

## ARTICLE IV

1. The Commission will lease to the Government of the Dominican Republic uranium enriched in the isotope U-235, subject to the terms and conditions provided herein, as may be required as initial and replacement fuel in the operation of research reactors which the Government of the Dominican Republic, in consultation with the Commission, decides to construct and as required in the agreed experiments related thereto. Also, the Commission will lease to the Government of the Dominican Republic uranium enriched in the isotope U-235, subject to the terms and conditions provided herein, as may be required as initial and replacement fuel in the operation of such research reactors as the Government of the Dominican Republic may, in consultation with the Commission, decide to authorize private individuals or private organizations under its jurisdiction to construct and operate, provided the Government of the Dominican Republic shall at all times maintain sufficient control of the material and the operation of the reactor to enable the Government of the Dominican Republic to comply with the provisions of this Agreement and the applicable provisions of the lease arrangement.

2. The quantity of uranium enriched in the isotope U-235 transferred by the Commission under this Article and in the custody of the Government of the Dominican Republic shall not at any time be in excess of six (6) kilograms of contained U-235 in uranium enriched up to a maximum of twenty percent (20%) U-235, plus such additional quantity as, in the opinion of the Commission, is necessary to permit the efficient and continuous operation of the reactor or reactors while replaced fuel elements are radioactively cooling in the Dominican Republic or while fuel elements are in transit, it being the intent of the Commission to make possible the maximum usefulness of the six (6) kilograms of said material.

3. When any fuel elements containing U-235 leased by the Commission require replacement, they shall be returned to the Commission and, except as may be agreed, the form and content of the irradiated fuel elements shall not be altered after their removal from the reactor and prior to delivery to the Commission.

4. The lease of uranium enriched in the isotope U-235 under this Article shall be at such charges and on such terms and conditions with respect to shipment and delivery as may be mutually agreed and under the conditions stated in Articles VIII and IX.

**ARTICLE V**

Materials of interest in connection with defined research projects related to the peaceful uses of atomic energy undertaken by the Government of the Dominican Republic, including source materials, special nuclear materials, byproduct material, other radioisotopes, and stable isotopes, will be sold or otherwise transferred to the Government of the Dominican Republic by the Commission for research purposes in such quantities and under such terms and conditions as may be agreed when such materials are not available commercially. In no case, however, shall the quantity of special nuclear materials under the jurisdiction of the Government of the Dominican Republic, by reason of transfer under this Article, be, at any one time, in excess of 100 grams of contained U-235, 10 grams of plutonium, and 10 grams of U-233.

**ARTICLE VI**

Subject to the availability of supply and as may be mutually agreed, the Commission will sell or lease, through such means as it deems appropriate, to the Government of the Dominican Republic or authorized persons under its jurisdiction such reactor materials, other than special nuclear materials, as are not obtainable on the commercial market and which are required in the construction and operation of research reactors in the Dominican Republic. The sale or lease of these materials shall be on such terms as may be agreed.

**ARTICLE VII**

It is contemplated that, as provided in this Article, private individuals and private organizations in either the United States or the Dominican Republic may deal directly with private individuals and private organizations in the other country. Accordingly, with respect to the subjects of agreed exchange of information as provided in Article III, the Government of the United States will permit persons under its jurisdiction to transfer and export materials, including equipment and devices, to and perform services for the Government of the Dominican Republic and such persons under its jurisdiction as are authorized by the Government of the Dominican Republic to receive and possess such materials and utilize such services, subject to:

- (a) The provisions of Article II.
- (b) Applicable laws, regulations and license requirements of the Government of the United States and the Government of the Dominican Republic.

### ARTICLE VIII

1. The Government of the Dominican Republic agrees to maintain such safeguards as are necessary to assure that the special nuclear materials received from the Commission shall be used solely for the purposes agreed in accordance with this Agreement and to assure the safekeeping of this material.

2. The Government of the Dominican Republic agrees to maintain such safeguards as are necessary to assure that all other reactor materials, including equipment and devices, purchased in the United States under this Agreement by the Government of the Dominican Republic or authorized persons under its jurisdiction shall be used solely for the design, construction, and operation of research reactors which the Government of the Dominican Republic decides to construct and operate and for research in connection therewith, except as may otherwise be agreed.

3. In regard to research reactors constructed pursuant to this Agreement, the Government of the Dominican Republic agrees to maintain records relating to power levels of operation and burn-up of reactor fuels and to make annual reports to the Commission on these subjects. If the Commission requests, the Government of the Dominican Republic will permit Commission representatives to observe from time to time the condition and use of any leased material and to observe the performance of the reactor in which the material is used.

4. Some atomic energy materials which the Government of the Dominican Republic may request the Commission to provide in accordance with this arrangement are harmful to persons and property unless handled and used carefully. After delivery of such materials to the Government of the Dominican Republic, the Government of the Dominican Republic shall bear all responsibility, in so far as the Government of the United States is concerned, for the safe handling and use of such materials. With respect to any special nuclear materials or fuel elements which the Commission may, pursuant to this Agreement, lease to the Government of the Dominican Republic or to any private individual or private organization under its jurisdiction, the Government of the Dominican Republic shall indemnify and save harmless the Government of the United States against any and all liability (including third party liability) from any cause whatsoever arising out of the production or fabrication, the ownership, the lease, and the possession and use of such special nuclear materials or fuel elements after delivery by the Commission to the Government of the Dominican Republic or to any authorized private individual or private organization under its jurisdiction.

#### ARTICLE IX

The Government of the Dominican Republic guarantees that:

- (a) Safeguards provided in Article VIII shall be maintained.
- (b) No material, including equipment and devices, transferred to the Government of the Dominican Republic or authorized persons under its jurisdiction, pursuant to this Agreement, by lease, sale, or otherwise will be used for atomic weapons or for research on or development of atomic weapons or for any other military purposes, and that no such material, including equipment and devices, will be transferred to unauthorized persons or beyond the jurisdiction of the Government of the Dominican Republic except as the Commission may agree to such transfer to another nation and then only if in the opinion of the Commission such transfer falls within the scope of an agreement for cooperation between the United States and the other nation.

#### ARTICLE X

It is the hope and expectation of the Parties that this initial Agreement for Cooperation will lead to consideration of further cooperation extending to the design, construction, and operation of power producing reactors. Accordingly, the Parties will consult with each other from time to time concerning the feasibility of an additional agreement for cooperation with respect to the production of power from atomic energy in the Dominican Republic.

#### ARTICLE XI

1. This Agreement shall enter into force [<sup>1</sup>] on the day on which each Government shall receive from the other Government written notification that it has complied with all statutory and constitutional requirements for the entry into force of such Agreement and shall remain in force for a period of five years.

2. At the expiration of this Agreement or of any extension thereof the Government of the Dominican Republic shall deliver to the United States all fuel elements containing reactor fuels leased by the Commission and any other fuel materials leased by the Commission. Such fuel elements and such fuel materials shall be delivered to the Commission at a site in the United States designated by the Commission at the expense of the Government of the Dominican Republic and such delivery shall be made under appropriate safeguards against radiation hazards while in transit.

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<sup>1</sup> Dec. 21, 1956.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed pursuant to duly constituted authority.

DONE at Washington, in duplicate, this fifteenth day of June, 1956.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA:

HENRY F. HOLLAND  
*Assistant Secretary of State  
for Inter-American Affairs*

LEWIS L. STRAUSS  
*Chairman, United States  
Atomic Energy Commission*

FOR THE GOVERNMENT OF THE DOMINICAN REPUBLIC:

JOAQUÍN E. SALAZAR  
*Ambassador of the  
Dominican Republic*



# FRANCE

## Relief From Taxation on Defense Expenditures

*Agreement amending the agreement of June 13, 1952.*

*Effectuated by exchange of letters*

*Signed at Paris November 27, 1956;*

*Entered into force November 27, 1956.*

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*The French Secretary of State for Foreign Affairs to the American Ambassador [1]*

### AFFAIRES ÉTRANGÈRES

LE SECRÉTAIRE D'ÉTAT

PARIS, le 27 novembre 1956

MONSIEUR L'AMBASSADEUR,

J'ai l'honneur de me référer à l'échange de lettres auquel MM. Robert SCHUMAN, Ministre des Affaires Etrangères de la République Française et J. C. DUNN, Ambassadeur des Etats-Unis à Paris ont procédé le 13 juin 1952 au sujet du régime fiscal des dépenses faites en France par le Gouvernement des Etats-Unis dans l'intérêt de la défense commune, ainsi qu'au mémorandum d'accord relatif au même objet qui était annexé.

Depuis la date de cette correspondance, la réforme fiscale résultant de la loi du 10 avril 1954 et des décrets d'application des 26 et 29 juin de la même année, a entraîné certaines modifications des procédures établies en application du mémorandum d'accord et en particulier de son paragraphe 8. Ainsi il a été décidé que, les dispositions des articles 4, §1er et 6, § 2 de la loi du 10 avril 1954 rendant les entrepreneurs de travaux immobiliers passibles de la seule taxe sur la valeur ajoutée de 16,85% sur 65% de leurs mémoires, il était possible de faire bénéficier désormais d'une exonération directe ceux d'entre ces entrepreneurs qui passent des marchés avec les services français agissant pour le compte des autorités américaines. Ce nouveau régime a été appliqué à tous les marchés dont l'approbation a été notifiée à l'entrepreneur postérieurement au 30 juin 1954. Dans ces condi-

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<sup>1</sup> The English translation of the letter is quoted in the United States letter; *post, p. 3407.*

tions, le Gouvernement des Etats-Unis a remboursé au Gouvernement français le prix net de taxe fixé dans les marchés.

Au contraire, les marchés dont l'approbation a été notifiée avant le 1er juillet 1954 sont restés soumis au régime fiscal sous lequel ils avaient été conclus. Par conséquent, les entrepreneurs qui les ont passés ont payé les taxes dont ils étaient redevables et les ont incorporées dans les décomptes fournis aux services français. Le Gouvernement des Etats-Unis n'a remboursé provisionnellement que 85% du montant de ces décomptes, en se réservant de verser éventuellement un complément lors de la liquidation fiscale exacte du marché.

Or, cette liquidation s'est révélée une tâche administrative considérable en raison de la complexité des recherches qu'elle nécessite dans la comptabilité des entreprises de travaux publics. D'autre part, la conclusion de nombreux avenants à des marchés passés sous le régime fiscal ancien et l'existence de travaux mixtes relevant à la fois du Commandement des forces américaines en France et de l'Organisation du Traité de l'Atlantique Nord font que la masse des dossiers à examiner n'a pas diminué aussi rapidement qu'on l'avait espéré. Les vérificateurs des brigades nationales se sont ainsi trouvés détournés de leurs missions fiscales habituelles d'une façon qui a suscité l'inquiétude de mon collègue chargé des Affaires Financières.

En même temps, les autorités américaines ont été empêchées de connaître dans des délais raisonnables le coût exact des travaux qu'elles ont fait effectuer par l'intermédiaire du Gouvernement français.

Les services de nos deux pays que cette situation préoccupe ont imaginé pour y porter remède d'amender le paragraphe 8 a) du Memorandum d'accord du 13 juin 1952. Désormais, pour tous les marchés de travaux immobiliers ou d'installations passés pour le compte du Gouvernement des Etats-Unis par les services français sous le régime fiscal en vigueur avant la réforme du 10 avril 1954, le Gouvernement des Etats-Unis, en remboursant le Gouvernement français du montant dû au titre de ces marchés, considérera qu'une somme égale à 12% du prix brut stipulé dans les marchés représente le montant de l'exonération fiscale prévue aux paragraphes 3 (a), 7 (a), 7 (b), 7 (c) du Memorandum d'accord.

Les études effectuées contradictoirement sur un certain nombre de marchés de travaux ont montré que le pourcentage moyen de taxes qui se trouve incorporé dans ces marchés est bien de l'ordre de 12%. Compte tenu de la simplification administrative que la modification proposée est susceptible d'apporter, il a paru possible aux deux Gouvernements de retenir ce chiffre. Mais, naturellement,

ment, les dispositions envisagées n'auraient pas pour effet de revenir sur les remboursements déjà effectués après détermination définitive du montant exact des taxes incluses dans le prix figurant au contrat et dont le Gouvernement des Etats-Unis est exonéré.

Je vous serais très obligé de bien vouloir me faire connaître si ces modalités, qui ont l'accord du Gouvernement français, rencontrent également l'agrément du Gouvernement des Etats-Unis. Dans l'affirmative, la présente lettre et votre réponse constitueront l'accord entre nos deux Gouvernements qui prendra effet immédiatement.

J'ajoute enfin que sur tous les points qui ne sont pas expressément visés par la présente communication, il demeure entendu que l'échange de lettres du 13 juin 1952 et le memorandum d'accord qui y était annexé, ainsi que les modalités convenues pour l'application du § 8 du Memorandum demeureront en vigueur. Il est précisé en particulier que la présente communication n'a pas pour objet de modifier les procédures actuellement appliquées à l'égard de l'exonération dont bénéficie le Gouvernement des Etats-Unis pour le règlement de sa quotepart du coût des travaux d'infrastructure financés en commun dans le cadre du Traité de l'Atlantique Nord.

Veuillez agréer, Monsieur l'Ambassadeur, les assurances de ma très haute considération.

M FAURE

Son Excellence

Monsieur DOUGLAS DILLON

*Ambassadeur des Etats-Unis  
à Paris.*

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*The American Ambassador to the French Secretary of State for Foreign Affairs*

No. 170

NOVEMBER 27, 1956

EXCELLENCY:

I have the honor to acknowledge receipt of your letter of November 27, 1956 on the subject of taxation as it concerns expenditures made in France by the Government of the United States in the interests of the common defense. The English text of this letter, as agreed by the representatives of our two Governments, reads as follows:

"I have the honor to refer to the exchange of letters which took place on June 13, 1952 between Mr. Robert Schuman,

TIAS 2855,  
7 UST, pt. 4, p. 4828.

TIAS 3712

Minister of Foreign Affairs of the French Republic, and Mr. James Clement Dunn, American Ambassador at Paris, on the subject of taxation as it concerns expenditures made in France by the Government of the United States in the interests of the common defense, and to the Memorandum of Agreement on the same subject annexed to the aforementioned exchange of letters.

"Since the date of that exchange of letters, the French tax reform resulting from the law of April 10, 1954, and from the decrees issued pursuant thereto on June 26 and June 29, 1954, has necessitated certain modifications in the procedures established in application of the Memorandum of Agreement and specifically by virtue of paragraph 8 thereof. Thus it was decided that since the provisions of paragraph 1 of Article 4 and paragraph 2 of Article 6 of the law of April 10, 1954 made construction contractors liable only for the 16.85 percent tax on value added, calculated on 65 percent of the value of their invoices, it was possible henceforth to grant a direct exemption to those contractors who are parties to contracts concluded by the French Government for the account of the Government of the United States. This new arrangement is being applied to all contracts with respect to which the contractor received notification of acceptance subsequent to June 30, 1954. Under these conditions the Government of the United States reimburses the French Government for the price net of taxes, as specified in the contracts.

"By contrast, contracts with respect to which notification of acceptance was issued before July 1, 1954 have remained subject to the tax provisions in effect at the time they were concluded. Consequently, the contractors in question have paid the taxes for which they were liable and have incorporated them in the invoices presented to the French Government. The Government of the United States has provisionally reimbursed only 85 percent of the amount of these invoices, reserving payment of any additional amount that might be due until there has been a final determination of the exact amount of taxes included in the contract price.

"Such determination has proved to be a considerable administrative burden by reason of the complexity of the investigations that are required into the contractor's accounting records. Moreover, because of the numerous amendments to contracts concluded under the old tax system and because of the existence of mixed projects partly for the account of the U. S. forces in France and partly for the account of the North Atlantic Treaty Organization, the backlog of cases to be examined

has not been reduced as rapidly as might have been hoped. Thus French tax inspectors have been diverted from their usual duties to an extent which has become a matter of concern for my colleague, the Minister of Finance.

"At the same time the United States authorities have been prevented from determining within a reasonable period of time the exact cost of the projects contracted for through the French Government.

"In order to resolve these difficulties, representatives of our two Governments have worked out a proposed amendment to paragraph 8 (a) of the Memorandum of Agreement of June 13, 1952. Henceforth, with respect to all construction contracts concluded by the French Government for the account of the Government of the United States which remain subject to the French turnover tax system as it existed before the tax reform of April 10, 1954, the Government of the United States, in reimbursing the French Government for the amount due under those contracts, will deem the sum of 12 percent of the gross prices stipulated in those contracts as representing the amount of tax relief provided for by paragraphs 3(a), 7(a), 7(b) and 7(c) of the Memorandum of Agreement.

"Studies made separately by the French and U.S. sides with respect to a certain number of construction contracts have shown that the percentage of taxes included in these contracts is in the neighborhood of 12 percent. By reason of the administrative simplification which the proposed modification would bring about, it has appeared possible to the two Governments to settle upon this figure.

"It is understood that the foregoing arrangements shall have no effect with regard to reimbursements made prior to the date of this exchange of letters, on which a final determination has been made concerning the exact amount of taxes included in the contract price and from which the Government of the United States is relieved.

"I should appreciate your letting me know whether these provisions, which are acceptable to the French Government, have also received the agreement of the Government of the United States. In such case, this letter and your reply will constitute the agreement between our two Governments, which will take effect immediately.

"Finally I should like to add that in all respects not expressly covered by the present exchange of letters, it remains understood that the exchange of letters of June 13, 1952 and the Memorandum of Agreement annexed thereto, as well as the

implementing procedures adopted by virtue of paragraph 8 of that Memorandum, will remain in full force and effect. In this respect, nothing in the present exchange of letters is intended to change the arrangement currently in effect with respect to relief granted on payments by the Government of the United States of its share of the cost of NATO multilaterally financed infrastructure facilities."

I have the honor to confirm to you the agreement of the Government of the United States to the foregoing provisions.

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

DOUGLAS DILLON

His Excellency

MAURICE FAURE

*Secretary of State for Foreign Affairs*

*Paris*

# CHINA

## Mutual Defense Assistance: Construction of Military Installations and Facilities

*Agreement effected by exchange of notes  
Signed at Taipei November 21, 1956;  
Entered into force November 21, 1956.*

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

No. 31.

AMERICAN EMBASSY,  
Taipei, November 21, 1956

EXCELLENCY:

I have the honor to refer to the Mutual Defense Assistance Agreement between the United States of America and the Republic of China, embodied in the Exchanges of Notes at Taipei on January 30 and February 9, 1951, and on October 23 and November 1, 1952, and to propose the following understandings between our two Governments in order to facilitate the provision by the Government of the United States of assistance to the Government of the Republic of China under the terms of the aforesaid Agreement, in connection with the construction in Taiwan of military installations and facilities for the use of the Armed Forces of the Republic of China or for their joint use with the Armed Forces of the United States of America, financed wholly or in part by the Government of the United States, and in particular for the construction of the facility known as Kung Kuan Airfield and the Chinese Navy projects for the development of Tsoying Harbor and construction and development work at existing Chinese naval facilities in Kaohsiung, Keelung and Makung.

TIAS 2293, 2712.  
2 UST 1499; 3 UST,  
pt. 4, p. 5166.

1. For purposes of the orderly and economical prosecution of work contemplated by these understandings, and for other projects as may be mutually agreed between the two Governments, the United States Military Assistance Advisory Group (MAAG), Taiwan, shall have attached or assigned to it as part of the MAAG, military and United States civilian personnel of the Okinawa Engineer District Corps of Engineers, United States Army, and of the Bureau of Yards and Docks, United States

Navy, who, for purposes of this agreement, shall be treated as "Members of the MAAG."

2. The Government of the Republic of China, at times appropriate to the orderly and economical prosecution of the agreed construction work, and without cost to the United States Government, its Contractors or sub-contractors, will, on request, place at the disposal of the Chief, MAAG, areas necessary for carrying out the construction and related work contemplated by these understandings. The term "necessary areas" shall be understood to include, in addition to the real estate on which construction will be performed, rights to use of water available, rights of entry for purposes of survey, and such borrow areas, spoil areas, quarry sites and aggregate production sites in streams or elsewhere as may be necessary, together with rights of ingress and egress and rights to remove such materials or deposit excess materials as may be necessary to the agreed construction work. Such "necessary areas" shall cease to be at the disposal of the Chief, MAAG, upon completion of the construction work contemplated by these understandings.

3. The Government of the Republic of China will hold the Government of the United States, its Contractors and their sub-contractors harmless for such destruction of any buildings, streets, roads, public utilities and improvements of any kind on real property placed at the disposal of the Chief, MAAG, as necessary to the construction work contemplated by these understandings. Should any relocation of facilities be required or resettlement costs be involved, relocation and resettlement shall be accomplished by the Government of the Republic of China at its own expense and at such time as not to interfere with the orderly and economical prosecution of the work.

4. The Chief, MAAG, or his representatives shall have the right to select and engage such individual persons, corporations, companies, and partnerships of United States nationality, herein referred to as "Contractors," as he may deem necessary for purposes of carrying out the functions contemplated in these understandings. It is, of course, understood that the Chief, MAAG, undertakes that local unskilled laborers will be used exclusively and he will engage local Contractors to the maximum practicable extent. Such of the Contractors and their sub-contractors as must be brought into Taiwan shall not be required to hold license or to register in order to perform in Taiwan the work contemplated by these understandings, nor to maintain a resident representative after completion of their contract and after fulfilment of their contractual obligations assumed in their dealings with residents

of Taiwan or government agencies of the Republic of China. Terms and conditions of employment of Contractor personnel brought into Taiwan by the Chief, MAAG, or his representatives shall be exempt from the application of laws and regulations of the Government of the Republic of China. It is of course understood that terms and conditions of employment of residents of Taiwan will be subject to Chinese law. When notified by the Chief, MAAG, that it is essential to the prosecution of the agreed construction and that necessary U.S. security clearance has been granted in each case, the Government of the Republic of China will receive employees (together with their dependents) of the Okmawa Engineer District and the Bureau of Yards and Docks who are not United States nationals and of Contractors and sub-contractors, selected or approved and brought into Taiwan by the Chief, MAAG, or his representative. Such employees, unless United States nationals, will be received only with prior approval of the Government of the Republic of China in each case. No fee or charge shall be made by the Government of the Republic of China for the entry or exit of such employees and their dependents or for quarantine, work permits or residence permits. Administrative procedures will be devised to expedite entry into or exit from Taiwan.

5. All property, materials, equipment and supplies imported into or re-exported from Taiwan by the Government of the United States or by its Contractors or their sub-contractors brought into Taiwan, in connection with the agreed construction or work related thereto and certified to as such by the Chief, MAAG, shall be accorded the same customs and tax exemptions as are accorded MAAG under the Mutual Defense Assistance Agreement. Such property, materials, equipment and supplies, if procured in Taiwan, and services procured in Taiwan, shall be exempt from Commodity Tax, Salt Tax and other readily detectable taxes. In the event that problems arise in effectuating such tax exemptions, the Government of the Republic of China and the Government of the United States shall agree upon procedures which will effect such tax exemptions or similar relief. Such property, materials, equipment and supplies as do not become a part of the completed works shall remain the property of the Government of the United States or its Contractors or sub-contractors brought into Taiwan, and may be removed from Taiwan at any time or may be disposed of in Taiwan by such owners in accordance with measures to be agreed upon by the two governments and, in the case of Contractors and sub-contractors brought into Taiwan, subject to claims resulting from contractual obligations assumed

in dealings with residents of Taiwan or the Government of the Republic of China. In event of disposal in Taiwan, any applicable customs duty or tax will be paid by the purchaser in accordance with the laws and regulations of the Republic of China. The Government of the Republic of China will take all reasonable steps within the framework of its laws to prevent any unwarranted increases in the prices of either materials or services, including transportation, and in fees for port facilities, purchased or utilized by the Chief, MAAG, or by his Contractors or their sub-contractors to carry out the functions contemplated by these understandings.

6. All vehicles and equipment imported into Taiwan by the Government of the United States or by its Contractors and sub-contractors brought into Taiwan, to carry out the functions contemplated by these understandings, when certified as such by the Chief, MAAG, shall bear license tags or markings of the same kind as are assigned to MAAG vehicles and equipment of similar types, and such vehicles and equipment shall not be subject to taxes or fees relating to their registration or licensing in Taiwan. Operators of such vehicles and equipment shall carry at all times a valid operator's permit as may be required by the Chinese Government, which, except in the case of residents of Taiwan, shall be issued without charge. Prior consultation with the appropriate authorities of the Republic of China shall be required in regard to movements on land or water of such vehicles and equipment which are necessary to the completion of the work contemplated by these understandings but are in conflict with existing laws or regulations limiting the use of roads or waterways to certain types of vehicles.

7 Employees of the United States Government and their dependents, as well as Contractors and sub-contractors and their employees and dependents, who enter Taiwan to carry out the functions contemplated by these understandings shall be granted the same personal customs and tax exemptions as are granted members of MAAG under the Mutual Defense Assistance Agreement. Not more than one motor vehicle per family may be imported duty free for personal use, with the understanding that such vehicles may not be disposed of in Taiwan, but must be exported upon departure of the owner.

8. Contractors selected by the Chief, MAAG, shall have the right, subject to his approval, to select such sub-contractors, from either within or outside Taiwan, as may be necessary for the performance of the contemplated construction work and the discharge of their contractual obligations to MAAG, again with

the understanding that local sub-contractors will be used to the maximum practicable extent and provided that such sub-contractors as must be brought into Taiwan, unless of U.S. nationality, shall be engaged only with prior approval of the Government of the Republic of China.

On behalf of the Government of the United States, I would appreciate a written assurance from the Government of the Republic of China of its acceptance of the understandings expressed above. This note, together with your Excellency's note in reply, shall be considered as constituting an agreement between the two Governments on the understandings.

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

K. L. RANKIN

His Excellency

GEORGE K. C. YEH,  
*Minister of Foreign Affairs,*  
*Republic of China,*  
*Taipei.*

貴大使重申謹高敬意。

此致

美利堅合眾國駐華特命全權大使藍欽閣下

葉文超

中華



二十一日於台北外交部

雙方仍具瞭解，儘最大可行範圍，適用本地轉包承造商，其必須由台灣以外購入之轉包商，除具有美國國籍者外，應事前徵得中華民國政府之核可，始得雇用。

「本大使譚代表美國政府請中華民國政府予以書面證實接受上述各項瞭解。本照會及閣下覆相應認為構成二國政府間關於是項瞭解之協定。」

等由。本部長茲代表中華民國政府對於

貴大使來照，應視為構成兩國政府間之協定；該協定應於本日起發生效力。

本部長順向

水上航行，如爲完成此等瞭解下擬施工工程所必需而與規定限制某類車輛使用道路或水道之現行法令抵觸時，應於事前與中華民國主管機關磋商。

「七美國政府雇用人員及其眷屬暨承造商、轉包承造商及其雇用人員及眷屬，其爲完成本案各項瞭解下擬施工工程而進入台灣者，應與聯防互助協定下軍援顧問團人員同享適用於私人之關稅及稅捐豁免。免稅輸入之私人使用汽車，每戶不得超過一輛，但雙方了解此項車輛不得在台灣處分，必須於所有人離台時運離台灣。

一八、軍援顧問團長遴選之本道函，爲遂行擬施工工程並履行其對軍援顧問團所負之合同義務，經顧問團團長核可，應有權在台灣或在台灣以外遴選轉包承造商，惟

納各項適用之關稅或稅捐。中華民國政府將在其法律範圍內採取一切合理步驟，俾使軍援顧問團團長或其承造商或轉包承造商為完成本案各項瞭解下辦施任務而購買或使用物資或勞務不致無理漲價，此項勞務包括運費及港口設備使用費用在內。

「六、美國政府或其攜入台灣之承造商轉包承造商，為完成此等瞭解下辦施任務而輸入台灣之所有車輛及設備，經軍援顧問團團長證明屬實後應懸掛發給軍援顧問團所有類似車輛及設備之同樣牌照或標誌。此項車輛或設備應免付有關在台灣登記或領用之稅捐或費用。此項許可證除台灣居民外，應免費發給。此項車輛及設備，在地面上或

時，應享關稅及稅捐之豁免，與聯防互助協定下給予軍援顧問團者相同。此項財產物  
料、設備及供應品如係在台灣轉買者及在台灣轉取之勞務，應享貨物稅，鹽稅及其他  
易於辨認稅捐之豁免。此項免稅，執行上如發生問題時，應由中美兩國政府商定程序  
，俾得實行此項免稅或類似補救辦法。此項財產、物料、設備及供應品，如並不構成  
竣工建築之一部份，其產權仍屬於美國政府或其攜入台灣之承造商或轉包承造商，得  
由產權人隨時移離台灣或依照兩國政府協議之辦法在台灣處分，但產權人如係攜入台  
灣之承造商或轉包承造商時，仍受其因與台灣居民或中華民國政府往來關係中所負契  
約義務而生權利要求之限制。其在台灣處分時，承購人應依照中華民國法令及規章繳

議建築工程所必需並經逐案安全調查合格者，中華民國政府對於琉球工程區及廠場署之非美籍雇用人員暨軍援顧問團團長或其代表所遴雇或核准攜入台灣之承造商及轉包承造商雇用人員（包括眷屬）將予接受。此項雇用人員除非係美國國民，均必須中華民國政府事前逐案核准始予接受。中華民國政府對於此等雇用人員及其眷屬之出入境，檢疫，工作許可或居留許可，均不徵收費用。其台灣出入境之行政手續另訂便捷辦法。

「五、美國政府或互攜入台灣之承造商或轉包承造商，因協定建築工程或有關工作而輸入台灣或再輸出台灣之一切財產、物料、設備及供應品，經軍援顧問團證明確實

「四、軍援顧問團團長或其代表有權選雇其認為適宜之工程各項瞭解下擬施任務必需之美籍個人、公司、商號及台灣者（本照會內統稱「承造商」）。惟雙方當然了解：

軍援顧問團團長保證完全使用本地非技術性工人，並在最大可行範圍內雇用本地營造商。至必須自國外攜入台灣之承造商及轉承包商，其在台灣施行本案各項瞭解下之工程，毋須到有執照或登記，令向完工後及在其與台灣居所或中華民國政府機關往來關係中所負契約義務履行後，亦毋須在台留駐代表人員。軍援顧問團團長或其代表攜帶入台灣之承造商人員之雇用辦法及條件，應免適用中華民國法令。惟雙方當然了解：台灣居民之雇用辦法及條件，依中國法律辦理。如經軍援顧問團團長通知為施行協

建築工程所在地產外，並包括現有水資源之使用權，測量工作所需之漁人權，工程必需之砂土採掘場地，廢料堆放場地，採石礦地及河流中或其他地點之採掘石子場地，上述各項地帶之進出權利協議建築工程所需物料移離之權以及剩餘物料存放之權。是項「必需地面」於本案各項瞭解下擬施工時竣工時，軍援顧問團團長應停止其使用。

「三、供軍援顧問團團長使用之地產上如有建築物、街、路、公用設備及任何改良物為本案各項瞭解下實施建築工程所必需予以摧毀者，中華民國政府不使美國政府及其承造商暨轉承包商造價負何責任。如有移置設備必要或涉及遷居費用時，此項移置及遷居應由中華民國政府自行出資，在不影響工程順利並經濟進行之時間內完成之。

之營造及擴建工程，對中國政府提供援助：

「一、為求本案各項瞭解下擬施之工程及兩國政府間共同協議之其他計劃得能順利並經濟進行起見，美國陸軍工程隊琉球工程區及美國海軍廠塢署之軍職及美國文職人員應派屬為駐華軍援顧問團之一部，並就本協定之目的，作為「軍援顧問團人員」待遇。

「二、中華民國政府為順利並經濟進行協議建築工程，應於適當時機准美方之謂指撥必需地亩，供由軍援顧問團長作施行本案各項瞭解下之建築及有關工程之用，其費用不由美國政府或其承造商或轉包承造商負擔。所謂「必需地亩」一詞解釋上除指

The Chinese Minister of Foreign Affairs to the American  
Ambassador

接函

照會

外<sub>45</sub>(美一)

13077

費大使本日第三十一號照會內開：

「查美利堅合衆國與中華民國曾於一九五一年一月卅日及二月九日，及一九五二

年十月廿三日及十一月一日在台北換文，成立聯防互助協定。茲建議兩國政府成立下

列瞭解各點，俾使美國政府得以依據上述協定規定，就由美國政府全部或一部出資供

建築工程及「中國海軍計劃」下左營港之擴建及高雄、基隆與馬公中國海軍現存設備

*Translation*

No. Wai (45) Mel-1-13077

TAIPEI, November 21, 1956

**EXCELLENCY.**

I have the honor to acknowledge receipt of your Excellency's Note No. 31, of today's date, which reads as follows.

[For the English language text of the note, see *ante*, p. 3411.]

In reply, I have the honor to accept on behalf of the Government of the Republic of China the understandings set forth in your Excellency's Note under reference and to state that this Note and your Excellency's Note under reference shall be regarded as constituting an agreement between the two Governments, which shall become effective from today's date.

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

GEORGE K. C. YEH

[SEAL]

His Excellency KARL L. RANKIN,  
*Ambassador of the United States of America,*  
*Taipei.*

# MEXICO

## Mexican Agricultural Workers

*Agreement extending the agreement of August 11, 1951,  
as amended and extended.*

*Effectuated by exchange of notes*

*Signed at México December 20, 1956;*

*Entered into force December 20, 1956.*

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

THE FOREIGN SERVICE  
OF THE  
UNITED STATES OF AMERICA

México, D. F., December 20, 1956.

No. 685

As a result of conversations we have had recently, it happily appears that our Governments are in accord that the agreements known as the "Migrant Labor Agreement of 1951, as amended" which was renewed on December 23, 1955, through December 31, 1956, should be renewed further.

TIAS 2331.  
2 UST 1940, 1968.  
TIAS 3454.  
6 UST 6058.

1. We agree, therefore, that the "Migrant Labor Agreement of 1951, as amended", will be renewed through June 30, 1959.

TIAS 2932.  
6 UST 379.

2. It will be understood that the Agreement itself, in addition to the agreements entered into by means of the exchange of notes of August 11, 1951, includes all the amendments and joint interpretations existing at the time of its renewal on March 10, 1954, as well as the joint interpretations and amendments contained in the Embassy's notes numbered 815, 816, 817 and 818 of March 10, 1954, and the replies of your Government contained in notes numbered 20015-1, 20015-2, 20015-3 and 20015-4 respectively, of the same date; my note number 55 of July 16, 1954 and the reply of your Government by note numbered 20071 of the same date; my note number 103 of August 6, 1954 and the reply of your Government, number 20079 of the same date; note number 20181 of November 19, 1954 from your Government and the Embassy's reply number 439 of the same date; my note number 818 of April 14, 1955, and the reply of your Government in note number 20011 also of April 14, 1955; and finally my note number 1178 and the reply by note number 20021 of your Government, both dated June 29, 1956.

TIAS 3043.  
5 UST, pt. 2, p. 1668.

TIAS 3054.  
5 UST, pt. 2, p. 1793.

TIAS 3127.  
5 UST, pt. 3, p. 2719.  
TIAS 3242.  
6 UST 1017.

TIAS 3609.  
*Ante*, p. 2061.

3. We are in agreement to establish a Special Commission in order to examine the existing differences regarding the question of non-occupational insurance, and that it may make to the two Governments the recommendations which it considers pertinent in order to eliminate such differences.

The Special Commission will meet immediately at the place and time which will be agreed upon in due course and will present its report to the Governments not later than April 30, 1957.

Until the two Governments agree upon the recommendations of the Special Commission, the Government of Mexico or the agency designated by it will not institute any plan regarding non-occupational insurance which should be carried out within the territory of the United States.

4. In accomplishing this extension it is understood that both Governments also agree to discussions between their representatives, at the request of either Government, regarding possible amendments and settlement of current operating problems.

I am authorized to propose that the present note, and the note in reply from Your Excellency confirming and accepting the foregoing proposals, be considered as an agreement between the two Governments, having the effect of extending the "Migrant Labor Agreement of 1951, as amended" through June 30, 1959, unless terminated earlier as provided in Article 41 of the Agreement.

Accordingly, all individual work contracts and all extensions thereof entered into after the date of this note, insofar as they may relate to operations after December 31, 1956, are to be governed by the "Migrant Labor Agreement of 1951, as amended", which is being extended by means of this note.

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

FRANCIS WHITE

His Excellency

Señor Licenciado LUIS PADILLA NERVO,  
*Secretary for Foreign Relations,*  
*México, D. F.*

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

SECRETARIA DE RELACIONES EXTERIORES  
ESTADOS UNIDOS MEXICANOS  
MEXICO

No. 20041

México, D. F., a 20 de diciembre de 1956.

SEÑOR EMBAJADOR:

Tengo el honor de acusar recibo de la atenta nota de Vuestra Excelencia número 685 de esta misma fecha, que textualmente dice:

"Como consecuencia de nuestras recientes conversaciones resulta, felizmente, que nuestros Gobiernos coinciden en que los arreglos intitulados "Acuerdo Sobre Trabajadores Migratorios de 1951, Reformado", cuya vigencia fué prorrogada el 23 de diciembre de 1955 hasta el 31 de diciembre de 1956, debe ser nuevamente prorrogado.

1.—Convenimos, por lo tanto, en que el "Acuerdo Sobre Trabajadores Migratorios de 1951, Reformado", quedará prorrogado hasta el 30 de junio de 1959.

2.—Se entenderá que el propio Acuerdo, además de los arreglos celebrados por medio del intercambio de notas de 11 de agosto de 1951, incluye todas las reformas e interpretaciones conjuntas que estaban vigentes al aprobarse la prórroga de 10 de marzo de 1954, así como las interpretaciones conjuntas y enmiendas contenidas en las notas de esta Embajada números 815, 816, 817 y 818 de 10 de marzo de 1954, y las respuestas de su Gobierno que constan en las notas números 20015-1, 20015-2, 20015-3 y 20015-4 respectivamente, de la misma fecha; mi nota número 55 de 16 de julio de 1954 y la respuesta de su Gobierno en nota número 20071 de la misma fecha; mi nota número 103 de 6 de agosto de 1954 y la respuesta de su Gobierno número 20079 de la propia fecha; la nota número 20181 de 19 de noviembre de 1954 de su Gobierno y la respuesta de esta Embajada número 439 de igual fecha; mi nota número 818 de 14 de abril de 1955 y la respuesta de su Gobierno en nota número 20011 también de 14 de abril de 1955; y finalmente mi nota número 1178 y la nota de respuesta número 20021 de su Gobierno, ambas fechadas el 29 de junio de 1956.

3.—Estamos de acuerdo en establecer una Comisión Especial, con el fin de que examine las diferencias existentes sobre la cuestión del seguro no profesional y en que pueda hacer a los dos Gobiernos las recomendaciones que estime pertinentes para eliminar tales diferencias.

La Comisión Especial se reunirá de inmediato en el lugar y fecha que oportunamente se convenga y presentará su informe a los Gobiernos a más tardar el 30 de abril de 1957.

Hasta que los Gobiernos se pongan de acuerdo sobre las recomendaciones de la Comisión Especial, el Gobierno de México o la agencia por él designada no instituirá ningún plan sobre seguro no profesional que deba ejecutarse en territorio de los Estados Unidos.

4.-Para el cumplimiento de esta prórroga, se entiende que ambos Gobiernos convienen también en que, a petición de cualquier de los dos Gobiernos, se entablarán discusiones por medio de sus Representantes, sobre posibles reformas y soluciones a los problemas corrientes de funcionamiento.

Estoy autorizado para proponer que la presente nota, así como la nota de respuesta de Vuestra Excelencia, confirmando y aceptando las proposiciones que anteceden, sean consideradas como un acuerdo entre los dos Gobiernos en el sentido de que el presente canje de notas tenga el efecto de prorrogar el "Acuerdo sobre Trabajadores Migratorios de 1951, Reformado", hasta el 30 de junio de 1959, a menos que se le dé por terminado antes con arreglo al Artículo 41 del propio Acuerdo.

Consiguentemente, todos los contratos individuales de trabajo y todas las prórrogas autorizadas después de la fecha de esta nota, en tanto que se refieran a su aplicación después del 31 de diciembre de 1956, se regirán por el "Acuerdo Sobre Trabajadores Migratorios de 1951, Reformado", que por medio de esta nota se prorroga."

En respuesta a vuestra nota arriba transcrita, me es grato manifestar a Vuestra Excelencia que los términos de la misma son los previamente convenidos entre esa Embajada y la Secretaría de Relaciones Exteriores y que el Gobierno de México los confirma y acepta, accediendo a que el presente cambio de notas sea considerado como un acuerdo entre los dos Gobiernos y que el mismo tenga por efecto prorrogar el Acuerdo Sobre Trabajadores Migratorios de 1951, con sus Reformas, hasta el 30 de junio de 1959, a menos que se le dé por terminado con anterioridad como se provee en el Artículo 41 del propio Acuerdo.

Aprovecho esta oportunidad para reiterar a Vuestra Excelencia el testimonio de mi más alta y distinguida consideración.

José Gorostiza

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

*Translation*

MINISTRY FOR FOREIGN RELATIONS  
UNITED MEXICAN STATES  
MEXICO

No. 20041

México, D. F., December 20, 1956.

MR. AMBASSADOR:

I have the honor to acknowledge the receipt of Your Excellency's note No. 685 of this date, the text of which reads:

[For the English language text of the note, see *ante*, p. 3427.]

In reply to your note transcribed above, I am pleased to inform Your Excellency that the terms thereof are those previously agreed to by your Embassy and the Ministry for Foreign Relations and that the Government of Mexico confirms and accepts them, agreeing that the present exchange of notes be considered an agreement between the two Governments and that it have the effect of extending the Migratory Labor Agreement of 1951, as amended, to the 30th of June 1959, unless it should be considered terminated before that date as provided in Article 41 of the Agreement itself.

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

José Gorostiza

His Excellency  
FRANCIS WHITE,  
*Ambassador Extraordinary and Plenipotentiary  
of the United States of America,  
City.*

# LUXEMBOURG

## Guaranty of Private Investments

*Agreement effected by exchange of notes*

*Signed at Luxembourg November 26 and December 7, 1956;  
Entered into force December 7, 1956.*

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

AMERICAN EMBASSY  
LUXEMBOURG, LUXEMBOURG

No. 24

November 26, 1956

EXCELLENCY:

I have the honor to refer to conversations which have recently taken place between representatives of our two Governments relating to guaranties regarding convertibility and expropriation authorized by Section 413 (b) (4) of the Mutual Security Act of 1954, as amended. As a consequence of those conversations, the Government of the United States proposes the following agreement to the Government of Luxembourg:

The Governments of Luxembourg and of the United States will, upon the request of either of them, consult respecting projects in Luxembourg proposed by nationals of the United States with regard to which guaranties under Section 413 (b) (4) of the Mutual Security Act of 1954, as amended, have been made or are under consideration. With respect to such guaranties extending to projects which are approved by the Government of Luxembourg in accordance with the provisions of the aforesaid section, the Government of Luxembourg agrees:

a. That if the Government of the United States makes payment in United States dollars to any person under any such guaranty, the Government of Luxembourg will recognize the transfer to the United States of any rights, 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 to any claim or cause of action of such person arising in connection therewith. The Government of Luxembourg shall also recognize

68 Stat. 847.  
22 U.S.C. § 1933 (b)  
4.

any transfer to the Government of the United States 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;

b. That franc amounts acquired by the Government of the United States pursuant to such guaranties shall be accorded treatment not less favorable than that accorded, at the time of such acquisition, to private funds arising from transactions of United States nationals which are comparable to the transactions covered by such guaranties, and that such franc amounts will be freely available to the Government of the United States for administrative expenditures;

c. That any claim against the Government of Luxembourg, to which the Government of the United States 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.

If this proposal is acceptable to the Government of Luxembourg, it is suggested that you reply by note. This note, together with such reply, will constitute an agreement between our two Governments on this subject, the agreement to enter into force on the date of receipt [¹] of your reply note.

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

WILLIAM H. CHRISTENSEN  
*Chargeé d'Affaires, ad interim*

His Excellency

PIERRE FRIEDEN,

*Acting Minister of Foreign Affairs,  
Luxembourg.*

<sup>1</sup> Dec. 7, 1956.

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

MINISTÈRE  
DES AFFAIRES ETRANGÈRES

LUXEMBOURG, le 7 décembre 1956

MONSIEUR LE CHARGÉ D'AFFAIRES,

J'ai l'honneur d'accuser la réception de votre note du 26 novembre 1956 conçue en ces termes:

"J'ai l'honneur de me référer aux conversations qui viennent d'avoir lieu entre des représentants de nos deux Gouvernements au sujet des garanties de transfert de devises et d'expropriation prévues à la section 413 (b) (4) du Mutual Security Act de 1954 tel qu'il a été modifié jusqu'à présent. En conséquence de ces conversations, le Gouvernement des Etats-Unis propose l'accord ci-après au Gouvernement du Luxembourg.

"Les Gouvernements du Luxembourg et des Etats-Unis d'Amérique se consulteront, à la demande de l'un d'eux, sur les projets que des ressortissants des Etats-Unis d'Amérique envisagent de réaliser au Luxembourg et pour lesquels des garanties ont été accordées ou sont actuellement envisagées aux termes de la section 413 (b) (4) du Mutual Security Act de 1954 tel qu'il a été modifié jusqu'à présent.

"A l'égard de telles garanties visant des projets qui sont approuvés par le Gouvernement luxembourgeois conformément aux dispositions de la dite section, le Gouvernement luxembourgeois convient:

"a) Que lorsque le Gouvernement des Etats-Unis d'Amérique fera à quelque personne que ce soit un payement en dollars des Etats-Unis, correspondant à une telle garantie, le Gouvernement luxembourgeois reconnaîtra le transfert aux Etats-Unis d'Amérique de tous droits, titres ou intérêts que les dites personnes ont à l'égard d'avoirs, d'espèces, de crédits ou de tous autres biens qui ont justifié le dit payement, ainsi que la cession aux Etats-Unis d'Amérique de toute créance ou de tout droit appartenant à ces personnes et qui pourrait naître à ce sujet. Le Gouvernement luxembourgeois reconnaîtra aussi le transfert qui sera fait au Gouvernement des Etats-Unis d'Amérique conformément à une telle garantie, de toutes indemnités accordées pour une perte couverte par de telles garanties accordées par d'autres que le Gouvernement des Etats-Unis d'Amérique;

"b) Que les montants en francs acquis par le Gouvernement des Etats-Unis d'Amérique à la suite de telles garanties bénéficieront d'un traitement qui ne sera pas moins favorable que

celui qui sera accordé, au moment de l'acquisition, à des fonds privés provenant de transactions faites par des ressortissants des Etats-Unis et comparables aux transactions qui seront couvertes par de telles garanties, et que les Etats-Unis pourront disposer librement des dits montants pour les affecter à des dépenses administratives;

"c) Que toute créance sur le Gouvernement luxembourgeois dans laquelle le Gouvernement des Etats-Unis d'Amérique pourrait être subrogé conséquemment à un payement correspondant à une telle garantie fera l'objet de négociations directes entre les deux gouvernements. Si les deux gouvernements sont impuissants à se mettre d'accord dans un temps raisonnable, l'affaire sera soumise à un seul arbitre choisi de commun accord, qui statuera définitivement et irrévocablement. Si les gouvernements ne parviennent pas à se mettre d'accord sur le choix d'un arbitre dans un délai de trois mois, l'arbitre sera désigné par le président de la Cour internationale de justice à la demande de l'un des deux gouvernements.

"Si le Gouvernement luxembourgeois accepte cette proposition, nous vous proposons de répondre par note. La présente note et votre réponse constitueront, entre nos deux gouvernements, un accord sur cette matière, qui entrera en vigueur à la date de la réception de votre réponse.

"Je vous prie d'agréer, . . . . ."

J'ai l'honneur de vous faire savoir que le Gouvernement luxembourgeois accepte l'accord dans le sens proposé par votre note mentionnée ci-dessus et qu'il considère que votre note et la présente réponse constituent entre nos deux gouvernements un accord sur cette matière, qui entrera en vigueur à la date de la réception de la présente réponse.

Je vous prie d'agréer, Monsieur le Chargé d'Affaires, l'assurance de ma considération la plus distinguée.

Le Ministre des Affaires Etrangères,  
BECH

Monsieur WILLIAM CHRISTENSEN

Chargé d'Affaires a. i.  
des Etats-Unis d'Amérique  
à Luxembourg.

*Translation*

MINISTRY OF FOREIGN AFFAIRS

LUXEMBOURG, December 7, 1956

MR. CHARGÉ D'AFFAIRES,

I have the honor to acknowledge the receipt of your note of November 26, 1956, which reads as follows:

[For the English language text of the note, see *ante*, p. 3432.]

I have the honor to inform you that the Government of Luxembourg accepts the agreement as proposed by your above-mentioned note and considers that your note and the present reply constitute an agreement between our two Governments on this subject, to enter into force on the date of receipt of the present reply.

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

BECH  
*Minister of Foreign Affairs*

Mr. WILLIAM CHRISTENSEN,

*Chargé d'Affaires ad interim  
of the United States of America,  
Luxembourg.*

# ICELAND

## Defense of Iceland Pursuant to North Atlantic Treaty

*Agreement effected by exchanges of notes  
Signed at Reykjavik December 6, 1956;  
Entered into force December 6, 1956.*

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*The American Ambassador to the Icelandic Minister for Foreign Affairs*

No. 45

AMERICAN EMBASSY,  
Reykjavik, December 6, 1956.

EXCELLENCY:

I have the honor to confirm that during the discussions which took place in Reykjavik from November 20 to November 24, 1956, between representatives of the Government of Iceland and representatives of the Government of the United States of America, an understanding was reached as follows:

Recognizing the traditional principles expressed by the Government of Iceland upon its adherence to the North Atlantic Treaty Organization relating to the stationing of forces in Iceland and the fact that final decision as to the presence of the defense forces in Iceland rests with the Government of Iceland, the Governments of Iceland and the United States have held discussions concerning the revision of the Defense Agreement and the withdrawal of the defense force and have reached an understanding that the recent development of the world affairs and the continuing threat to the security of Iceland and the North Atlantic community call for the presence of defense forces in Iceland under the Defense Agreement and therefore decided:

TIAS 2286.  
2 UST 1195.

1. That discussions concerning the revision of the Defense Agreement for the purpose of the withdrawal of the Defense Force will be discontinued until notice is given according to paragraph 2 below.
2. That the six-month period of notice provided for in Article VII of the Defense Agreement will start to run when either Government gives notice.

3. That a Standing Group will study defense needs in the light of the development of world conditions and make recommendations to the Governments how to meet these problems.

I have the honor to suggest that the present note and your Excellency's reply in similar terms shall be regarded as constituting an agreement between our two governments to the above effect.

I have the honor to renew to you, Excellency, the assurances of my highest consideration.

JOHN J MUCCIO

His Excellency

GUDMUNDUR I. GUDMUNDSSON,  
*The Minister for Foreign Affairs,*  
*Reykjavik.*

*The Icelandic Minister for Foreign Affairs to the American  
Ambassador*

UTANRÍKISRÁÐUNEYTIÐ<sup>[1]</sup>  
REYKJAVIK

REYKJAVÍK, December 6, 1956.

EXCELLENCY:

I hereby have the honour to confirm that during the discussions which took place in Reykjavík November 20 to 24, 1956, between representatives of the Government of Iceland and the Government of the United States of America, an understanding was reached as follows:

Recognizing the traditional principles expressed by the Government of Iceland upon its adherence to the North Atlantic Treaty Organization relating to the stationing of forces in Iceland and the fact that final decision as to the presence of the defense forces in Iceland rests with the Government of Iceland, the Governments of Iceland and the United States have held discussions concerning the revision of the Defense Agreement and the withdrawal of the Defense Force and have reached an understanding that the recent development of the world affairs and the continuing threat to the security of Iceland and the North Atlantic community call for the presence of defense forces in Iceland under the Defense Agreement and therefore decided:

1. That discussions concerning the revision of the Defense Agreement for the purpose of the withdrawal of the Defense

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<sup>1</sup> Ministry of Foreign Affairs.

- Force will be discontinued until notice is given according to paragraph 2 below.
2. That the six-month period of notice provided for in Article VII of the Defense Agreement will start to run when either Government gives notice.
  3. That a Standing Group will study defense needs in the light of the development of world conditions and make recommendations to the Governments how to meet these problems.

I hereby have the honour to suggest that the present note and Your Excellency's reply in similar terms should be regarded as constituting an agreement between the two Governments to the above effect.

I have the honour to renew to Your Excellency the assurances of my highest consideration.

GUDM. I. GUDMUNDSSON

His Excellency

JOHN J. MUCCIO,

*Ambassador of the United States of America,  
Reykjavik.*

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*The American Ambassador to the Icelandic Minister for Foreign Affairs*

THE FOREIGN SERVICE  
OF THE  
UNITED STATES OF AMERICA

AMERICAN EMBASSY,  
*Reykjavik, December 6, 1956.*

No. 46

EXCELLENCY:

I have the honor to refer to my note of today's date relating to the understanding reached by our two governments as a result of the discussions held between our two governments in Reykjavik from November 20 to November 24, 1956, and to suggest the following:

An Iceland Defense Standing Group consisting of not more than three senior representatives of each Government will be constituted for the following purposes:

I. to consult from time to time as to the defense needs of Iceland and the North Atlantic area, to consider arrangements appropriate to meeting such needs, and, taking into account the general political and military situation, to make recommendations to the two governments;

II. to make preparations consistent with military readiness for a broader participation by Icelandic nationals in the performance of functions connected with defense insofar as qualified personnel are available, and to assure the establishment of training programs appropriate to this purpose;

III. to endeavor to resolve general problems of policy with regard to the relations between the Icelandic people and the Defense Force.

I have the honor further to suggest that the present note and your Excellency's reply in similar terms shall be regarded as constituting an agreement between our two governments to the above effect.

I have the honor to renew to you, Excellency, the assurances of my highest consideration.

JOHN J MUCCIO

His Excellency

GUDMUNDUR I. GUDMUNDSSON,  
*The Minister for Foreign Affairs,*  
*Reykjavik.*

*The Icelandic Minister for Foreign Affairs to the American  
 Ambassador*

UTANRÍKISRÁÐUNEYTIÐ<sup>[1]</sup>  
 REYKJAVIK

REYKJAVÍK, December 6, 1956.

EXCELLENCY:

With reference to Art. 3 of my note of to-day's date relating to the understanding reached as a result of the discussions in Reykjavík November 20 to 24, 1956, I hereby have the honour to suggest as follows:

An Iceland defense standing group consisting of not more than three senior representatives of each Government will be constituted for the following purposes:

I. to consult from time to time as to the defense needs of Iceland and the North Atlantic area, to consider arrangements appropriate to meeting such needs, and, taking into account the general political and military situation, to make recommendations to the two Governments.

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<sup>1</sup> Ministry of Foreign Affairs.

- II. to make preparations consistent with military readiness for a broader participation by Icelandic nationals in the performance of functions connected with defense insofar as qualified personnel are available, and to assure the establishment of training programs appropriate to this purpose.
- III. to endeavour to resolve general problems of policy with regard to the relations between the Icelandic people and the Defense Force.

I further have the honour to suggest that the present note and Your Excellency's reply in similar terms should be regarded as constituting an agreement between the two Governments to the above effect.

I have the honour to renew to Your Excellency the assurances of my highest consideration.

GUDM. I. GUDMUNDSSON

His Excellency

JOHN J. MUCCIO,

*Ambassador of the United States of America,  
Reykjavik.*

# MULTILATERAL

## German External Debts

*Agreement amending the administrative agreement of December 1, 1954.  
Signed at Bonn November 30, 1956;  
Entered into force November 30, 1956.*

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Abkommen zur Änderung des Verwaltungsabkommens vom 1. Dezember 1954 über den Schiedsgerichtshof und die Gemischte Kommission nach dem Abkommen über deutsche Auslandsschulden

Die Regierungen der Bundesrepublik Deutschland, der Vereinigten Staaten von Amerika, des Vereinigten Königreichs von Großbritannien und Nordirland und der Französischen Republik als Vertragsstaaten des am 1. Dezember 1954 in Bonn unterzeichneten Verwaltungsabkommens über den Schiedsgerichtshof und die Gemischte Kommission nach dem Abkommen über deutsche Auslandsschulden (im folgenden als "Abkommen" bezeichnet) sind in der Absicht, den Sitz des Schiedsgerichtshofs und der Gemischten Kommission nach dem Abkommen über deutsche Auslandsschulden von Bremen nach Koblenz zu verlegen, wie folgt übereingekommen:

### *Artikel 1*

Der Artikel 1 des Abkommens erhält mit Wirkung vom 15. September 1956 folgenden Wortlaut:

#### *"Artikel 1*

##### *Sitz*

Der Schiedsgerichtshof und die Gemischte Kommission (im folgenden als "Gericht" und "Kommission" bezeichnet) haben ihren Sitz in Koblenz in der Bundesrepublik Deutschland."

### *Artikel 2*

Dieses Abkommen tritt mit seiner Unterzeichnung in Kraft.

**Agreement amending the Administrative Agreement of December 1, 1954 concerning the Arbitral Tribunal and the Mixed Commission under the Agreement on German External Debts**

The Governments of the United States of America, the United Kingdom of Great Britain and Northern Ireland, the French Republic and the Federal Republic of Germany, Parties to the Administrative Agreement, signed at Bonn on the 1st of December, 1954, (hereinafter referred to as "the Agreement"), concerning the Arbitral Tribunal and the Mixed Commission under the Agreement on German External Debts;

TIAS 3233.  
6 UST 865.

Desiring to transfer the seat of the Arbitral Tribunal and of the Mixed Commission under the Agreement on German External Debts from Bremen to Koblenz;

Have agreed as follows:

*Article 1*

With effect from the 15th of September, 1956, Article 1 of the Agreement shall read as follows:—

*"Article 1*

*Seat*

The seat of the Arbitral Tribunal and of the Mixed Commission (hereinafter referred to as 'The Tribunal' and 'The Commission' respectively) shall be at Koblenz in the Federal Republic of Germany."

*Article 2*

The present Agreement shall enter into force on the date of signature.

**Accord modifiant l'Accord Administratif du 1er décembre 1954 relatif au Tribunal d'Arbitrage et à la Commission Mixte prévus par l'Accord sur les Dettes Extérieures Allemandes**

Les Gouvernements de la République Française, des Etats-Unis d'Amérique, du Royaume-Uni de Grande-Bretagne et d'Irlande du Nord, et de la République Fédérale d'Allemagne, signataires de l'Accord Administratif, signé à Bonn le 1er décembre 1954 (ci-après dénommé "l'Accord") relatif au Tribunal d'Arbitrage et à la Commission Mixte prévus par l'Accord sur les Dettes Extérieures Allemandes, dans le dessein de transférer de Brême à Coblenze le siège du Tribunal d'Arbitrage et de la Commission Mixte prévus par l'Accord sur les Dettes Extérieures Allemandes,

sont convenus de ce qui suit:

*Article 1*

Avec effet du 15 septembre 1956, l'Article 1 de l'Accord est rédigé comme suit:

*"Article 1*

**Siège**

Le Tribunal d'Arbitrage et la Commission Mixte (ci-après dénommés "le Tribunal" et "la Commission") ont leur siège à Coblenze, République Fédérale d'Allemagne."

*Article 2*

Le présent Accord entrera en vigueur à compter de la date de sa signature.

ZU URKUND DESSEN haben die von ihren Regierungen hierzu gehörig bevollmächtigten Unterzeichneten dieses Abkommen unterschrieben.

GESCHEHEN ZU BONN

am 30. November 1956

in deutscher, englischer und französischer Sprache, wobei jeder Wortlaut gleichermaßen verbindlich ist, in einer Urschrift, die im Archiv der Regierung des Vereinigten Königreichs von Großbritannien und Nordirland hinterlegt wird; diese übermittelt jedem Unterzeichnerstaat eine beglaubigte Abschrift.

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

DONE AT BONN

this 30th day of November 1956

in the English, French and German languages, all three texts being equally authoritative, in a single copy which shall be deposited in the archives of the Government of the United Kingdom of Great Britain and Northern Ireland, which Government shall transmit certified copies thereof to all the other signatory Governments.

EN FOI DE QUOI les représentants soussignés, dûment autorisés à cet effet par leurs Gouvernements respectifs, ont signé le présent Accord.

FAIT A BONN

le 30 Novembre 1956

en langues française, anglaise et allemande, les trois versions faisant également foi en un seul exemplaire qui sera déposé dans les archives du Gouvernement du Royaume-Uni de Grande-Bretagne et d'Irlande du Nord, qui en remettra une copie conforme à chacun des autres Etats signataires.

Für die Regierung der Bundesrepublik Deutschland

For the Government of the Federal Republic of Germany

Pour le Gouvernement de la République Fédérale d'Allemagne

v BRENTANO

Für die Regierung der Vereinigten Staaten von Amerika

For the Government of the United States of America

Pour le Gouvernement des Etats-Unis d'Amérique

JAMES B. CONANT

Für die Regierung des Vereinigten Königreichs von Großbritannien und Nordirland

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

Pour le Gouvernement du Royaume-Uni de Grande Bretagne et d'Irlande du Nord

F R HOYER MILLAR

Für die Regierung der Französischen Republik

For the Government of the French Republic

Pour le Gouvernement de la République Française

MAURICE DE MURVILLE

# CHINA

## Surplus Agricultural Commodities

*Agreement amending article I, paragraph 1, of the agreement of August 14, 1956.*

*Effectuated by exchange of notes*

*Signed at Taipei October 5 and 12, 1956;*

*Entered into force October 12, 1956.*

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

THE FOREIGN SERVICE  
OF THE  
UNITED STATES OF AMERICA

AMERICAN EMBASSY,  
*Taipei, October 5, 1956.*

No. 22

EXCELLENCY:

I have the honor to refer to the Agricultural Commodities Agreement entered into by our two governments August 14, 1956, providing for financing certain agricultural commodities.

TIAS 3666.  
*Ante, p. 2843.*

I have the honor to propose that Article 1 of the agreement of August 14, 1956 be amended by changing the August 31, 1956, date in paragraph 1 to read December 31, 1956.

If you concur in the foregoing this note and Your Excellency's reply thereto will constitute an agreement between our two governments effective on the date of your note in reply.

K. L. RANKIN

His Excellency

GEORGE K. C. YEH,

*Minister of Foreign Affairs,  
Republic of China.*

「上述各節如何閣下贊同，則本照會及閣下復照即構成兩國政府間之協定，并自閣下復照之日起生效。」

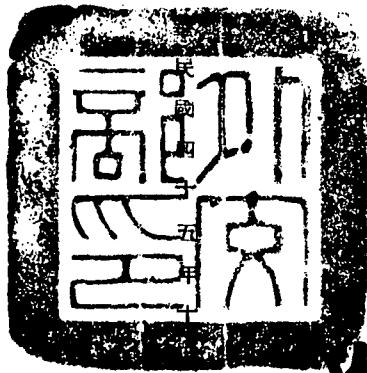
貴大使上開照會所載修正，予以接受。相應覆請

等由；本部長茲代表中華民國政府對於

查照為荷。

葉以超

中



十二日於台北外交部

The Chinese Minister of Foreign Affairs to the American Ambassador

貴大使本年十月五日第廿二號照會內開：

接准

照會

42  
一

011453

「案查中美兩國政府間曾於一九五六年八月十四日簽訂一項農產品協定，規定資助出售若干農產品。」

「本大使茲建議該一九五六年八月十四日之協定第一條第一款所列日期一九五六年八月三十一日，修改為一九五六年十

二月三十一日。」

*Translation*

MINISTRY OF FOREIGN AFFAIRS,

No. Wai (45) Mei-1-011453

*Taipei, October 12, 1956.*

## EXCELLENCY:

I have the honor to acknowledge receipt of your Note No. 22 of October 5, 1956, which reads as follows:

[For the English language text of the note, see *ante*, p. 3447.]

In reply, I have the honor to signify on behalf of the Government of the Republic of China the concurrence to the amendment set forth in the above-quoted Note.

GEORGE K. C. YEH

[SEAL]

His Excellency KARL L. RANKIN,  
*Ambassador of the United States of America,*  
*American Embassy,*  
*Taipei.*

# UNITED KINGDOM

## Air Transport Services

*Agreement amending the agreement of February 11, 1946, as amended.*

*Effectuated by exchange of notes*

*Signed at Washington December 2 and 28, 1956;*

*Entered into force December 28, 1956.*

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*The Acting Secretary of State to the British Ambassador*

DEPARTMENT OF STATE  
WASHINGTON

Dec 2 1956

EXCELLENCY:

I have the honor to refer to the Agreement between the Government of the United States of America and the Government of the United Kingdom of Great Britain and Northern Ireland relating to air services between their respective territories, signed at Bermuda on February 11, 1946, and subsequent amendments, and to inform you that in accordance with Article 8 thereof the Government of the United States proposes that Section III of the Annex to the Agreement be amended by adding "Barbados" to the third column of Route 12, Section III (b) ("Routes to be served by Air Carriers of the United States") and by adding "Barbados" to the first column of Route 4, Section III (a) ("Routes to be served by Air Carriers of the United Kingdom").

TIAS 1507.  
60 Stat. 1499.

If the additions to Section III of the Annex as set forth above are agreeable to the Government of the United Kingdom of Great Britain and Northern Ireland, I suggest that this Note and your reply thereto should constitute an Exchange of Notes, for which Article 8 of the Agreement provides.

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

HERBERT HOOVER, Jr.  
*Acting Secretary of State*

His Excellency

Sir HAROLD ANTHONY CACCIA, K.C.M.G.,  
*British Ambassador.*

*The British Ambassador to the Secretary of State*

BRITISH EMBASSY  
WASHINGTON, D.C.

*December 28th, 1956*

Ref: 1384/183/56  
Note: No. 811

SIR,

I have the honour to refer to Mr. Hoover's Note dated the 2nd of December, 1956, reading as follows:-

"Excellency:

I have the honor to refer to the Agreement between the Government of the United States of America and the Government of the United Kingdom of Great Britain and Northern Ireland relating to air services between their respective territories, signed at Bermuda on February 11, 1946, and subsequent amendments, and to inform you that in accordance with Article 8 thereof the Government of the United States proposes that Section III of the Annex to the Agreement be amended by adding "Barbados" to the third column of Route 12, Section III (b) ("Routes to be served by Air Carriers of the United States") and by adding "Barbados" to the first column of Route 4, Section III (a) ("Routes to be served by Air Carriers of the United Kingdom").

If the additions to Section III of the Annex as set forth above are agreeable to the Government of the United Kingdom of Great Britain and Northern Ireland, I suggest that this Note and your reply thereto should constitute an Exchange of Notes, for which Article 8 of the Agreement provides.

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

Acting Secretary of State"

2. I am pleased to inform you that the terms of Mr. Hoover's Note as stated above are agreeable to the Government of the United Kingdom, which regards Section III of the Annex to the aforementioned bilateral agreement relating to Air Services signed at Bermuda on the 11th of February, 1946, as amended accordingly.

3. I avail myself of this opportunity to renew to you the assurance of my highest consideration.

HAROLD CACCIA  
Harold Caccia

The Honourable JOHN FOSTER DULLES,  
*Secretary of State of the United States,*  
*Department of State,*  
*Washington. D.C.*

# CHINA

## United States Navy Medical Research Center at Taipei, Taiwan

*Agreement amending the agreement of October 14, 1955.*

*Effectuated by exchange of notes*

*Signed at Taipei December 27, 1956;*

*Entered into force December 27, 1956.*

---

*The American Ambassador to the Chinese Acting Foreign Minister*

AMERICAN EMBASSY,  
Taipei, December 27, 1956.

No. 35

EXCELLENCY:

I have the honor to refer to the note of the Embassy of the United States of America, Number 13, of October 14, 1955, and the note Number Wai(44)MEI/I-010064 of the same date from the Acting Minister of Foreign Affairs, in reply, on the subject of establishment in Taipei of a United States Navy Medical Research Unit, to be known as NAMRU-2, and in particular to paragraph 3 of the said notes in which it was agreed that the initial complement of six scientists and six technicians might be expanded upon mutual agreement of the two Governments.

I have the honor to inform you that the Government of the United States, believing that the need now exists for the additional staff contemplated for the operation of the research unit, proposes that the Government of the Republic of China grant its permission for an increase of the staff of NAMRU-2, over the next two years of operation, to a total of up to twenty-five American scientists and forty American technicians.

If this proposal is agreeable to the Government of the Republic of China, I shall be pleased to consider this note and Your Excellency's note in reply as constituting an agreement between the two Governments amending the agreement embodied in the exchange of notes of October 14, 1955, referred to above.

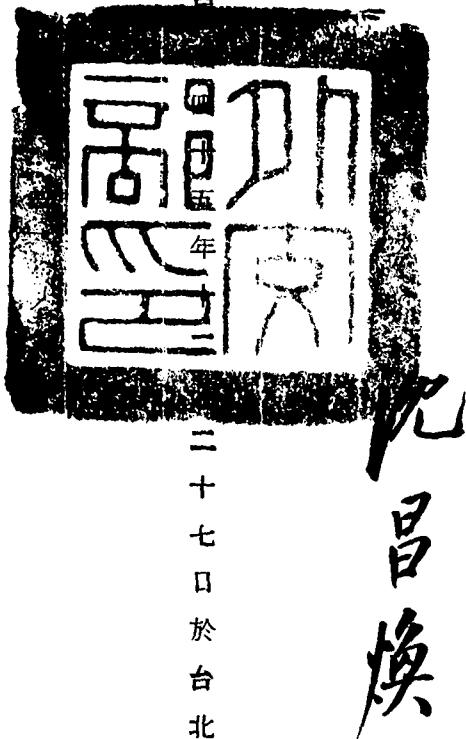
TIAS 3493.  
*Ante*, p. 178.

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

K. L. RANKIN

Dr. SHEN CH'ANG-HUAN,  
*Acting Foreign Minister,*  
*Ministry of Foreign Affairs,*  
*Government of the Republic of China,*  
*Taipei.*

中  
華  
民  
國



二十七日於台北外交部

美利堅合衆國駐中華民國特命全權大使藍欽閣下

此  
致

年十月十四日換文所包含之協定。」

等由。

本代部長茲特證實中華民國政府對於上述

閣下來照建議一節可予同意；並認上述

閣下來照及本復照即構成兩國政府間之協定，用以修正上述一九五  
五年十月十四日換文所包含之協定。

本代部長順向

貴大使表示崇高之敬意。

「本大使茲奉告

閣下：美國政府認為此項原為該研究所推進業務所預籌之增擴員額現已確有需要，特提請中華民國政府准許該第二海醫所之員額在今後推進業務兩年內，增至美籍研究人員二十五名，美藉技術人員四十名。

及

「此項提議如荷中華民國政府同意，則本大使當認本照會

閣下之復照即構成兩國政府間之協定，用以修正上述一九五五

*The Chinese Acting Foreign Minister to the American Ambassador*

接准

照會

外(45)美一

014613

貴大使本年十二月二十七日第三十五號照會內開：

「查在台北設立美國海軍醫學研究所卽第二海醫所一事，

前經美國大使館一九五五年十月十四日第十三號照會及外交部代部長同日外傳美一字第〇一〇〇六四號復照協定在案；至關於其初期研究人員六名及技術人員六名之員額得經雙方政府同意予以增加一節，並經於該兩照會第三節內協議在案。

*Translation*

No. Wai(45)MEI/I-014613

TAIPEI, December 27, 1956

EXCELLENCY.

I have the honor to acknowledge receipt of Your Excellency's note No. 35, of today's date reading as follows:

[For the English language text of the note, see *ante*, p. 3453.]

In reply, I have the honor to confirm that the proposal set forth in Your Excellency's note under reference is agreeable to the Government of the Republic of China and that Your Excellency's note under reference and this note in reply shall be considered as constituting an agreement between the two Governments, amending the agreement embodied in the exchange of notes of October 14, 1955, referred to above.

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

SHEN CHANG-HUAN

[SEAL]

His Excellency

KARL L. RANKIN

*Ambassador of the United States of America  
Taipei*

# SPAIN

## Defense: Offshore Procurement Program

*Agreement amending the agreement of July 30, 1954, as amended.*

*Effectuated by exchange of notes*

*Signed at Madrid December 21 and 27, 1956;*

*Entered into force December 27, 1956.*

---

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

AMERICAN EMBASSY,

No. 700

Madrid, Spain, December 21, 1956

**EXCELLENCY:**

I have the honor to refer to the Memorandum of Understanding between the Government of Spain and the Government of the United States relating to Offshore Procurement dated July 30, 1954.

TIAS 3094.  
5 UST, pt. 3, p. 2328.

Article 17 of this Memorandum of Understanding provides that refund adjustments under the no-profits provisions "must be effected on or before 31 December 1956 or such later dates as may be mutually agreed upon by the two Governments." Inasmuch as only a few of the Offshore Procurement contracts will have been completed by 31 December 1956, it is suggested by the United States Government that the date of 31 December 1957 should be substituted in lieu thereof in Article 17.

I hereby propose that this present note and the affirmative reply of Your Excellency shall constitute an agreement amending the above mentioned date.

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

HOMER M. BYINGTON, Jr.

His Excellency

ALBERTO MARTIN ARTAJO,  
Minister of Foreign Affairs,  
Ministry of Foreign Affairs,  
Madrid.

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

MINISTERIO DE ASUNTOS EXTERIORES

Nº. 1.126

MADRID, 27 de Diciembre de 1956.

EXCMO. SEÑOR:

Tengo la honra de acusar recibo a V. I. de la Nota número 700, de fecha 21 de Diciembre, cuyo texto traducido al español dice lo siguiente:

"Tengo la honra de referirme al Memorandum de Acuerdo entre los Gobiernos de España y de los Estados Unidos, relativo a suministros "offshore", de fecha 30 de Julio de 1954.—El Artículo 17 de dicho Memorandum de Acuerdo establece que el reajuste de reembolso relativo a lo estipulado sobre eliminación de beneficios, "debe ser realizado lo más tarde el 31 de Diciembre de 1956 o en fechas posteriores que puedan ser convenientes entre los dos Gobiernos".—En vista de que solamente un reducido número de contratos de suministros "offshore" habrá sido terminado en 31 de Diciembre de 1956, el Gobierno de los Estados Unidos sugiere que la fecha de 31 de Diciembre de 1957 sustituirá a la consignada en el Artículo 17.—Consecuentemente propongo que la presente Nota y la respuesta afirmativa de V. E. sean consideradas como constitutivas de un acuerdo de enmienda de la fecha precitada".

Al comunicar a V.I. la conformidad del Gobierno español sobre lo que precede, aprovecho esta oportunidad para reiterarle las seguridades de mi más distinguida consideración.

ALBERTO MARTÍN ARTAJO

Ilmo. Señor HOMER M. BYINGTON Jr.

*Encargado de Negocios de los  
Estados Unidos de América  
Madrid.—*

*Translation*

MINISTRY OF FOREIGN AFFAIRS

No. 1.126

MADRID, December 27, 1956

SIR:

I have the honor to acknowledge receipt of note No. 700, dated December 21, the text of which, translated into Spanish, reads as follows:

[For the English language text of the note, see *ante*, p. 3460.]

In communicating to you the agreement of the Spanish Government to the foregoing, I avail myself of this opportunity to renew to you the assurances of my most distinguished consideration.

ALBERTO MARTÍN ARTAJO

Mr. HOMER M. BYINGTON, Jr.,  
*Charge d'Affaires*  
*of the United States of America,*  
*Madrid.*

# THAILAND

## Surplus Agricultural Commodities

*Agreement amending the agreement of June 21, 1955.*

*Effectuated by exchange of notes*

*Signed at Bangkok December 14, 1956;*

*Entered into force December 14, 1956.*

---

*The American Ambassador to the Thai Acting Minister of Foreign Affairs*

THE FOREIGN SERVICE  
OF THE  
UNITED STATES OF AMERICA

AMERICAN EMBASSY,  
Bangkok, December 14, 1956

No. 2069

YOUR EXCELLENCY:

I have the honor to refer to the Agricultural Commodities Agreement entered into by our two governments June 21, 1955 providing for financing certain agricultural commodities.

TIAS 3260.  
6 UST 1169.

I have the honor to propose that Article I of the agreement of June 21, 1955 be amended by changing the June 30, 1955 date in paragraph 1 to read June 30, 1957, and by adding the following paragraph after paragraph 3: "The U.S. Government also agrees to finance the sale to Thailand of non-fat dry milk solids and anhydrous butter fat, in export market value of \$500,000 including the cost of ocean transportation to be financed on approximately 50 percent of the tonnage."

I also have the honour to propose that Article II of the agreement be amended by changing the \$1.2 million in paragraph 1 (I) to read \$1.5 million; and the \$0.8 million in paragraph 1 (II) to be changed to read \$1.0 million.

If you concur in the foregoing, this note and your Excellency's reply thereto will constitute an agreement between our two governments effective on the date of your note in reply.

Please accept, your Excellency, the renewed assurances of my most distinguished consideration.

MAX W. BISHOP

His Excellency

Colonel Nai WORAKAN BANCHА,  
*Acting Minister of Foreign Affairs,*  
*Bangkok.*

*The Thai Acting Minister of Foreign Affairs to the American Ambassador*

MINISTRY OF FOREIGN AFFAIRS,  
 SARANROM PALACE,

No. 88586/2499

14th December B. E. 2499. [<sup>1</sup>]

MONSIEUR L'AMBASSADEUR,

I have the honour to acknowledge the receipt of Your Excellency's Note No. 2069 dated December 14, 1956, reading as follows:

"I have the honour to refer to the Agricultural Commodities Agreement entered into by our two governments June 21, 1955 providing for financing certain agricultural commodities.

I have the honour to propose, that article I of the agreement of June 21, 1955 be amended by changing the June 30, 1955 in paragraph 1 to read June 30, 1957, and by adding the following paragraph after paragraph 3: "The U.S. Government also agrees to finance the sale to Thailand of non-fat dry milk solids and anhydrous butter fat, in export market value of \$500,000 including the cost of ocean transportation to be financed on approximately 50 percent of the tonnage."

I am also instructed to propose that article II of the agreement be amended by changing the \$1.2 million in paragraph 1 (I) to read \$1.5 million; and the \$0.8 million in paragraph 1 (II) to be changed to read \$1.0 million.

If you concur in the foregoing, this note and your Excellency's reply thereto will constitute an agreement between our two governments effective on the date of your note in reply."

In reply, I have the honour to inform Your Excellency that the proposed amendments are acceptable to His Majesty's

<sup>1</sup> December 14, 1956.

Government and that the Agreement so amended will be regarded as entering into force on the date of my present Note.

I avail myself of this opportunity, Monsieur l'Ambassadeur, to renew to Your Excellency the assurance of my highest consideration.

WORAKAN BANCHA  
*Acting for Minister of Foreign Affairs.*

His Excellency

Monsieur MAX W. BISHOP,  
*Ambassador Extraordinary and  
Plenipotentiary of the United  
States of America,  
Bangkok.*



# JORDAN

## Special Economic Assistance

*Agreement signed at Amman June 17, 1954;  
Entered into force June 17, 1954.*

*Post, p. 3473.*

JUNE 17, 1954

His Excellency KHOLOUSI KHEIRY,  
*Minister of Economy,*  
*The Hashemite Kingdom of Jordan,*  
*Amman, Jordan.*

EXCELLENCY:

I have the honor to refer you to the General Agreement for Technical Cooperation between the Government of The Hashemite Kingdom of Jordan and the Government of the United States of America, and to the notes exchanged between the two Governments dated May 4 and May 13, 1954, establishing a program of technical and economic assistance for Jordan, the provisions of which shall be applicable to this agreement and the conduct of the program described herein.

TIAS 2233.  
2 UST 812.

In addition to sums heretofore provided for the program of technical cooperation, the Government of the United States of America is prepared to establish with your Government a cooperative special economic assistance program and to contribute therefor equipment, supplies, contractual services, goods to be imported and sold, and other costs. This contribution is in accordance with the following procedures:

TIAS 3051.  
5 UST, pt. 2, p. 1772.

### I

There is hereby established the Jordan-United States Joint Fund for Special Economic Assistance (hereinafter referred to as the "Joint Fund"). The Joint Fund shall administer the cooperative program of special economic assistance in accordance with the terms of this agreement. The Minister of Economy of The Hashemite Kingdom of Jordan and the Director of the United States of America Operations Mission to Jordan shall serve as Co-Directors of the Joint Fund. The monies of the Joint Fund

shall be maintained in such bank or banks as the Co-Directors shall select and shall be available only for the purposes of this agreement.

## II

(a) The Government of the United States of America will contribute to the Joint Fund, from funds appropriated for the fiscal year ending June 30, 1954, the sum of Eight million United States dollars (\$8,000,000) in the manner provided above.

(b) The parties agree that these funds shall be withheld in the United States of America to meet payments to be made outside Jordan pursuant to obligations undertaken by the Government of the United States or the Co-Directors to any person, firm, corporation or other legal entity to supply goods, services, materials or equipment to or for the benefit of the cooperative program of special economic assistance. The amounts used to meet payments outside Jordan shall be considered as if deposited to the credit of the Joint Fund, and shall be shown in the records of the Joint Fund as contributions by the Government of the United States of America against its undertaking to contribute eight million dollars to the Joint Fund.

## III

The Government of The Hashemite Kingdom of Jordan shall deposit to the credit of the Joint Fund not less than Nine thousand Jordan Dinars (JD 9,000).

## IV

(a) The Co-Directors by agreement may arrange for the purchase and transport to Jordan of essential goods for sale within Jordan through normal commercial channels by providing for the utilization for this purpose of a portion of the contribution of the Government of the United States of America to finance the foreign exchange costs of such goods. The local currency received from importers in payment for such goods and transport shall be deposited in the banking account or accounts to the credit of the Joint Fund as a portion of the contribution of the United States of America. The dollar costs of such goods and transport shall be shown in the records of the Joint Fund as contributions by the Government of the United States of America against its undertaking to contribute eight million dollars to the Joint Fund.

(b) The Ministry of Economy will request the Co-Directors to issue purchase authorities for the procurement of goods and services to be paid for from United States economic assistance funds attributed to the Joint Fund account. Each such purchase

authority will describe in adequate detail the items or services to be procured, the sources of procurement, the maximum value authorized, the contracting and delivery periods permitted, and such other relevant procurement instructions as may be necessary. To the extent procurement is to be effected by a United States Government agency, the purchase authorities, after signature by the Co-Directors, will be transmitted to Foreign Operations Administration Washington for appropriate action. To the extent procurement is to be effected by a non-United States Government agency, the purchase authority will indicate both the authorized agency to which issued for procurement and the Approved Applicant through which United States bank financing will be arranged. To the extent commodity imports are for the purpose of local currency generation, The Hashemite Kingdom of Jordan will make arrangements to assure that at least 25% of the dinar equivalent of the dollar value of each letter of credit opened under such purchase authorities is deposited in the Joint Fund account on the establishment of the letter of credit and that 75% dinar balance is so deposited prior to the entry into Jordan of commodities so procured. In respect of procurement through United States Government agency channels, The Hashemite Kingdom of Jordan will assure that 100% of the dinar equivalent of the dollar value of such procurement will be deposited prior to the entry of the commodity into Jordan or upon notification by the United States Co-Director of the Foreign Operations Administration dollar disbursements, whichever is earlier. The Hashemite Kingdom of Jordan will also assure that the sales proceeds of commodities imported into Jordan through United States Government agency procurement shall promptly be deposited in the Joint Fund account. The exchange rate to be used in calculating such Jordanian equivalents will be the highest rate of exchange for dinars in terms of dollars effective on the date of any such transaction.

(c) The Approved Applicant will promptly deposit to the banking account or accounts of the Joint Fund an amount equal to 90% of all dinars received from importers at the time the letters of credit are established, and the remainder of the dinar equivalent of the foreign exchange utilized in settlements under the letters of credit will be deposited by the bank to the credit of such account or accounts simultaneously with the release of title documents for the imports in question.

(d) All dinars generated or otherwise derived from the use of dollar funds will be deposited to the credit of the banking account or accounts of the Joint Fund. Such account or accounts shall

be maintained in collaboration with the Comptroller of the United States of America Operations Mission to Jordan in sufficient detail so that prompt and accurate reportings may be transmitted by him to the Government of the United States of America.

(e) The Government of Jordan further agrees to reimburse the United States Operations Mission to Jordan upon demand, for dollar credits sold to importers of goods whenever full documentation is not furnished within the specified time, or whenever it appears to this Mission that the documentation submitted does not support the expenditure of dollar credits made available hereby, or whenever this Mission determines that the expenditure of dollar credits was improper as being in violation of the Mutual Security Act of 1953 and related United States laws, such as Section 112 (L) of the Economic Cooperation Act of 1948, as amended.

<sup>67 Stat. 152.</sup>  
<sup>22 U. S. C. § 1675(l)</sup>  
note.

<sup>63 Stat. 53.</sup>  
<sup>22 U. S. C. § 1510(l).</sup>

## V

None of the dollar funds heretofore or herein provided, nor any of the dinar funds generated or otherwise derived from the sale of commodities shall be used to make payments on account of the principal or interest of any debt of the Government of The Hashemite Kingdom of Jordan or on any loan made to the Government of The Hashemite Kingdom of Jordan by any other foreign government; nor shall any of these funds be expended for any purpose for which funds have been withdrawn by the Government of The Hashemite Kingdom of Jordan to make payment on such debts.

## VI

Local currency deposited to the credit of the Joint Fund shall be used for the following purposes and under the following conditions:

(a) Expenditures in such amounts and under such conditions and limitations as may be determined by the Co-Directors in and pursuant to project agreements and other written memoranda executed by the Co-Directors. The projects to be undertaken under this agreement may include cooperation with national and local governmental agencies in The Hashemite Kingdom of Jordan, as well as with organizations of a public or private character, and international organizations of which the United States of America and The Hashemite Kingdom of Jordan are members. By agreement between the Co-Directors contributions of funds, property, services or facilities by either or both parties, or by any of such third parties, may be accepted and deposited to the

credit of the Joint Fund for use in effectuating the cooperative program.

(b) Payment of local currency administrative expenses of the Joint Fund as the Co-Directors may determine.

(c) No funds shall be withdrawn from the monies of the Joint Fund for any purpose except by issuance of a check or other suitable withdrawal document signed by the Co-Directors.

(d) The Co-Directors shall determine the general policies and administrative procedures that are to govern the operations of the Joint Fund, such as disbursement of and accounting for funds; incurrence of obligations; purchase and use, inventory, control and disposition of property; and the appointment and discharge of officers and other personnel of the Joint Fund.

(e) All project agreements, contracts and other instruments and documents shall be executed in the name of the Joint Fund and shall be signed by the Co-Directors. The books and records of the Joint Fund shall be open at all times for examination and audit by authorized representatives of both or either of the two Governments. The Co-Directors shall render an annual report of their activities to the two Governments and such other reports as may be appropriate.

(f) All materials, equipment and supplies acquired pursuant to this agreement shall become the property of the Joint Fund. Subject to limitations imposed by Article V above, the Co-Directors may transfer goods, materials, supplies and equipment acquired by the Joint Fund in such manner as to contribute to the economic development of Jordan. Any such goods, materials, supplies and equipment remaining at the termination of this agreement shall be at the disposal of the Government of The Hashemite Kingdom of Jordan.

(g) Any unobligated balance of local currency left to the account of the Joint Fund at the termination of this agreement shall be disposed of as mutually agreed upon by the Government of The Hashemite Kingdom of Jordan and the Government of the United States of America.

## VII

Any right, privilege, power or duty conferred by this agreement either upon an official of the Government of The Hashemite Kingdom of Jordan or upon an American officer of the United States of America Operations Mission to Jordan may be delegated by them to any of their assistants provided that each such delegation shall be satisfactory to the other.

## VIII

The parties hereto recognize the Joint Fund as an integral part of the cooperative program of technical assistance established pursuant to the General Agreement referred to in the first paragraph hereof and declare that the Joint Fund will be accorded all the rights, privileges and immunities accruing to the United States of America Operations Mission to Jordan. The parties hereto further recognize that the effectiveness and value of the program effectuated through and under this agreement depends upon the continuation, progression, maintenance and administration of the projects executed hereunder; therefore, it is agreed by The Hashemite Kingdom of Jordan that it will continue, operate, and manage such projects in accordance with the objectives contained in such project agreements.

## IX

This agreement may be referred to as the "Jordan-United States Economic Assistance Joint Fund Agreement." It shall enter in force on the date of acceptance by the Government of The Hashemite Kingdom of Jordan and shall remain in force through June 30, 1956, 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. It is complementary to and does not supersede existing agreements between the Governments.

If this proposal meets with the approval of your Government, it is requested that your signature be inscribed below in attestation of its acceptance.

CLARK S. GREGORY  
*Director, United States of America  
Operations Mission to Jordan*

Accepted this 17<sup>th</sup> day of Juno 1954:

  
Minister of Economy of The Hashemite  
Kingdom of Jordan

<sup>1</sup>Khiousi Kheiry.

# JORDAN

## Special Economic Assistance

*Agreement amending the agreement of June 17, 1954.*

*Signed at Amman March 17, 1956;*

*Entered into force March 17, 1956.*

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### AMENDMENT NO. 1 TO THE JORDAN-UNITED STATES ECONOMIC ASSISTANCE JOINT FUND AGREEMENT

THIS AGREEMENT, entered into this 17th day of March, 1956, between the Government of the United States of America, represented by the International Cooperation Administration (hereinafter called "ICA") and the Government of the Hashemite Kingdom of Jordan, represented by the Ministry of Economy;

WITNESSETH:

WHEREAS, the parties hereto entered into a certain agreement entitled Jordan-United States Economic Assistance Joint Fund Agreement, dated June 17, 1954; and

WHEREAS, the parties now desire to amend said Agreement to extend the term thereof;

NOW THEREFORE, the parties mutually agree that said Agreement shall be and it hereby is amended as follows:

ARTICLE IX is hereby amended by deleting the date "June 30, 1956" appearing therein and substituting in lieu thereof the date "June 30, 1958."

Except as expressly hereby amended, said Agreement is in all respects ratified, confirmed and continued in full force and effect in accordance with its terms.

TIAS 3723.  
*Ante*, p. 3467.

IN WITNESS WHEREOF the parties hereto have, by their representatives or officers thereunto duly authorized, executed this Agreement [<sup>1</sup>] as of the day and year first above written.

FOR THE GOVERNMENT OF THE  
UNITED STATES OF AMERICA

  
Harold S. Nelson,  
United States of America  
Operations Mission to Jordan

FOR THE GOVERNMENT OF THE  
HASHEMITE KINGDOM OF JORDAN

  
Khulousi Kheiry,  
Minister of Economy of the  
Hashemite Kingdom of Jordan

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<sup>1</sup> Signed at Amman.

# BRAZIL

## Surplus Agricultural Commodities

*Agreement, with memorandum of understanding, and exchanges of notes signed at Washington December 31, 1956; Entered into force December 31, 1956.*

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### AGRICULTURAL COMMODITIES AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF THE UNITED STATES OF BRAZIL UNDER TITLE I OF THE AGRICULTURAL TRADE DEVELOPMENT AND ASSISTANCE ACT

The Government of the United States of America, and the Government of the United States of Brazil, hereinafter called the Government of Brazil:

Recognizing the desirability of expanding trade in agricultural commodities between their two countries and with other friendly nations in a manner which would not displace the usual marketings of the United States of America in these commodities or unduly disrupt world prices of agricultural commodities and the desirability of accelerating economic development leading to increased consumption;

Considering that the purchase in cruzeiros of surplus agricultural commodities produced in the United States of America will assist in achieving such expansion of trade, accelerated development and increased consumption;

Considering that the cruzeiros accruing from such purchases will be utilized in a manner beneficial to both countries;

Desiring to set forth the understandings which will govern the sales of surplus agricultural commodities over a three-year period to the Government of Brazil pursuant to Title I of the Agricultural Trade Development and Assistance Act of 1954, as amended, Public Law 480, 83rd Congress of the United States, and the measures which the two Governments will take individually and collectively in furthering the expansion of trade in such commodities;

68 Stat. 455.  
7 U. S. C. §§ 1701-1709.

Have agreed as follows:

### ARTICLE I

#### *SALES FOR CRUZEIROS*

1. Subject to the provisions of Paragraph 2 of this Article and subject to the issuance by the Government of the United States of America and acceptance by the Government of Brazil during the period ending June 30, 1959, of purchase authorizations, the Government of the United States of America undertakes to finance the sale to purchasers authorized by the Government of Brazil, for cruzeiros, of the following agricultural commodities determined to be surplus pursuant to Title I of the Agricultural Trade Development and Assistance Act in the amount indicated:

<u>COMMODITY</u>	<u>AMOUNT</u> (million)
Wheat, including flour	\$111.0
Lard	5.0
Dairy products	2.2
Vegetable oils	1.5
Ocean transportation (estimated for 50 per cent of the commodities)	19.0
	\$138.7

Purchase authorizations issued pursuant to the above will include provisions relating to the sale and delivery of commodities, the time and circumstances of deposit of the cruzeiros accruing from such sales and other relevant matters.

2. Subject to the qualifications in Paragraph 1, the purchase authorizations for products other than wheat will be issued on or before June 30, 1957, and will provide for purchases by September 30, 1957. The Government of the United States of America shall have the right to terminate the financing of further sales of wheat under this Agreement if it is determined at any time after June 30, 1957, that such action is necessitated by the existence of an international emergency.

### ARTICLE II

#### *USES OF CRUZEIROS*

1. The two Governments agree that the cruzeiros accruing to the Government of the United States of America as a consequence of the sales made pursuant to this Agreement will be used by the Government of the United States of America, in such manner and order of priority as the Government of the United States of

America shall determine, for the following purposes in the proportions shown:

(a) to help develop new markets for United States agricultural commodities on a mutually benefiting basis, to finance international educational exchange activities, for financing the translation, publication and distribution of books and periodicals, and for other expenditures by the Government of the United States of America, the cruzeiro deposit equivalent (as defined in Article III) of fourteen and thirty-five-one-hundredths (14.35) percent of the total.

(b) for assistance to activities and projects authorized by Section 203 of the United States Information and Educational Exchange Act of 1948, as amended, the cruzeiro deposit equivalent of an amount not to exceed sixty-five-one-hundredths (0.65) percent of the total.

(c) for loan to the Banco Nacional do Desenvolvimento Economico (hereinafter referred to as the Development Bank) an agency of the Government of Brazil (acting under the provisions of Article 1st of Law No. 1,518 of December 24th, 1951,) to promote the economic development of Brazil, the cruzeiro deposit equivalent of eighty-five (85) percent of the total subject to supplemental agreement between the two Governments. It is understood that the loan will be denominated in dollars, with payment of principal and interest to be made in United States dollars or, at the option of the Government of Brazil, in cruzeiros, such payments in cruzeiros to be made at the exchange rate agreed upon by the two Governments in effect on the date of each payment. These and other provisions will be set forth in the loan agreement and any agreement supplemental thereto. Such loan funds shall be made available annually, during the three years of the sales program, for governmental, mixed and private enterprises provided they are within the scope of the development program of Brazil and meet the requirements of the Development Bank, to promote the economic development of Brazil, including such specific projects as the following:

(1) expansion of hydroelectric energy production by the construction of the Furnas dam, and complementary projects in the Rio Grande river basin;

(2) expansion of power production in the Paulo Afonso and other sites on the Sao Francisco river basin and the Tres Marias project;

62 Stat. 7.  
22 U. S. C. § 1448.

- (3) construction of a new railway line between Passo Fundo and General Luz, linking agricultural production centers to the consuming and trade centers in Rio Grande do Sul;
- (4) expansion of iron and steel production.
2. In the event the cruzeiros set aside for loan to the Government of Brazil, as specified in Article II, paragraph 1 (c), are not disbursed from the Special Account of the Government of the United States of America to the Development Bank for loan purposes within five years from the date of this Agreement, the Government of the United States of America may use the cruzeiros in question for any other purpose authorized by Section 104 of the Act. For any such funds as may not be utilized in accordance with the above, the Government of Brazil will make available the cruzeiro equivalent in United States dollars for transfer to the Government of the United States of America.

### ARTICLE III

#### *DEPOSITS OF CRUZEIROS AND RATE OF EXCHANGE*

1. The deposit of cruzeiros in payment for the commodities (and for ocean freight costs financed by the Government of the United States of America (except excess costs resulting from the requirement that United States flag vessels be used) shall be made at the rate of exchange for United States dollars agreed upon by the two Governments in effect on the dates of dollar disbursement by United States banks or by the Government of the United States of America, as provided in the purchase authorizations.
2. The two Governments agree that upon receipt by the Government of Brazil of notice of dollar disbursements to United States exporters by the Government of the United States of America or in such other manner as may be mutually agreed, the Government of Brazil shall provide for the deposit of the cruzeiro equivalent of the dollar disbursements by the Government of the United States of America, for payment of the transactions concerned, in a "Special Account" of the Government of the United States of America in the Development Bank acting as an agent of the Government of Brazil. The cruzeiros constituting the fifteen (15) percent specified in Article II, Paragraph (a) and (b) may, at the option of the Government of the United States of America, be withdrawn at any time from the Special Account in the Development Bank. The remainder of the cruzeiros deposited will be disbursed to the Development Bank for loan purposes in accordance with the provisions of Article II, Paragraph 1 (c) and Paragraph 2.

ARTICLE IV*GENERAL UNDERTAKINGS*

1. The Government of Brazil agrees that it will take all possible measures to prevent the resale or transshipment to other countries, or the use for other than domestic purposes (except where such resale, transshipment or use is specifically approved by the Government of the United States of America), of the surplus agricultural commodities purchased pursuant to the provisions of this Agreement, and to assure that the purchase of such commodities does not result in increased availability of these or like commodities to nations unfriendly to the United States of America.
2. The two Governments agree that they will take reasonable precautions to assure that sales or purchases of surplus agricultural commodities pursuant to this Agreement will not unduly disrupt world prices of agricultural commodities, displace usual marketings of the United States of America in these commodities or materially impair trade relations among the countries of the free world.
3. In carrying out this Agreement the two Governments will seek to assure conditions of commerce permitting private traders to function effectively and will use their best endeavors to develop and expand continuous market demand for agricultural commodities.
4. The Government of Brazil agrees to furnish, upon request of the Government of the United States of America, information on the progress of the program, particularly with respect to arrivals and the condition of commodities and the provisions for the maintenance of usual marketings and information relating to exports of the same or like commodities.

ARTICLE V*CONSULTATION*

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

ARTICLE VI*ENTRY INTO FORCE*

This Agreement shall enter into force upon signature.

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

Done at Washington, in duplicate, in the English and Portuguese languages, this 31st day of December, 1956.

For the Government of the United States of America

T. V. KALIJARVI

For the Government of the United States of Brazil

ERNANI DO AMARAL PEIXOTO

**Memorandum of Understanding Between the Government of the United States of America and the Government of Brazil Relative to Surplus Agricultural Commodities Under Title I of United States Public Law 480, Eighty-Third Congress, as Amended.**

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

Recognizing that sales of surplus agricultural commodities under Title I of the United States Public Law 480, Eighty-Third Congress, as amended, shall be in excess of the usual marketings of such commodities;

Recognizing that consideration should be given to providing such commodities for increased consumption in Brazil;

Recognizing that consideration should be given to the scheduling of the shipments to be made over the three-year period;

Have agreed as follows:

**SECTION I**

***USUAL MARKETINGS***

The two Governments agree that imports of surplus agricultural commodities under Title I of United States Public Law 480, and of the Surplus Agricultural Commodities Agreement, to which this Memorandum relates, shall be over and above usual commercial imports from all sources for the period covered by this Agreement. For wheat, in addition to imports from Argentina and Uruguay under the terms of its bilateral agreement with those countries, Brazil agrees to purchase from its own resources during each of the United States fiscal years 1957, 1958 and 1959, a minimum of 130,000 metric tons, of which at least 80,000 metric tons will be purchased from the United States. In the event of shortfalls in deliveries from Argentina and/or Uruguay, it is understood that Brazil would purchase in the world market the maximum amount of that deficit that its economic resources would permit. During the life of this Agreement, the two Governments will hold annual discussions on the import requirements of Brazil.

**SECTION II**

***SCHEDULE OF SHIPMENTS***

1. Subject to the provisions of the Agricultural Commodities Agreement between the two Governments dated December 31, 1956, it is understood that on or before June 30 of each of the

years 1957, 1958 and 1959, respectively, the Government of the United States of America will issue purchase authorizations, and that on or before September 30, of each of such years, respectively, the Government of Brazil will undertake to utilize these authorizations and purchase and ship a minimum of (a) for 1957, \$24.7 million worth of wheat and all of the other commodities included in the Agreement; (b) for 1958, a minimum of \$43.1 million worth of wheat; and (c) for 1959, the remainder of wheat provided for in the Agreement.

2. The Government of the United States of America reserves the right, in the event of substantial failure to carry out the foregoing schedule, to cancel the remainder of the program.

## ACÔRDO SÔBRE PRODUTOS AGRÍCOLAS ENTRE O GOVÉRNO DOS ESTADOS UNIDOS DA AMÉRICA E O GOVÉRNO DOS ESTADOS UNIDOS DO BRASIL

O Govêrno dos Estados Unidos da América e o Govêrno dos Estados Unidos do Brasil, doravante mencionado como Govêrno do Brasil,

Reconhecendo a conveniência de expandir o comércio de produtos agrícolas entre os dois países e com outras nações amigas, sem deslocar os mercados normais dos Estados Unidos da América para êsses produtos ou perturbar indevidamente os preços internacionais dos produtos agrícolas, e com o objetivo de acelerar o desenvolvimento econômico que dê lugar a um aumento de consumo;

Considerando que a compra em cruzeiros de excedentes agrícolas dos Estados Unidos da América contribuirá para a referida expansão do comércio, desenvolvimento acelerado e incremento do consumo;

Considerando que os cruzeiros provenientes das aquisições acima serão utilizados de forma a beneficiar ambos os países;

Desejando estabelecer as normas que regularão a venda de produtos agrícolas ao Brasil, durante um prazo de três anos, nos termos do Título I da Lei de Assistência e Desenvolvimento do Comércio Agrícola, de 1954, e suas emendas (Lei 480, do 83º Congresso dos Estados Unidos da América), assim como as medidas que os dois Govêrnos adotarão individual e conjuntamente para promover a expansão do comércio dos referidos produtos;

Acordaram o seguinte:

### ARTIGO I

#### *VENDAS EM CRUZEIROS*

1. De acordo com as estipulações do parágrafo 2 dêste Artigo e uma vez emitidas as autorizações de compra pelo Govêrno dos Estados Unidos da América e aceitas pelo Govêrno do Brasil, dentro do prazo que termina a 30 de junho de 1959, o Govêrno dos Estados Unidos da América se compromete a financiar a venda em cruzeiros, a compradores autorizados pelo Govêrno do Brasil, dos seguintes produtos agrícolas, definidos como excedentes, nos termos

do Título I da Lei de Assistência e Desenvolvimento do Comércio Agrícola, nos valores indicados:

<u>Produto</u>	<u>Valor</u> (milhões de dólares)
Trigo (incluindo farinha de trigo) . . . . .	111, 0
Banha . . . . .	5, 0
Laticínios . . . . .	2, 2
Óleos Vegetais . . . . .	1, 5
Transporte marítimo (est.) . . . . .	19, 0
<b>TOTAL . . . . .</b>	<b>138, 7</b>

As autorizações de compra emitidas de acordo com as estipulações acima deverão incluir cláusulas sobre a venda e entrega dos produtos, as datas e condições dos depósitos em cruzeiros provenientes daquelas vendas e outras disposições pertinentes.

2. Atendidas as especificações do parágrafo I, as autorizações de compra para produtos outros que não o trigo serão emitidas até 30 de junho de 1957 e serão válidas para compras até 30 de setembro de 1957. O Governo dos Estados Unidos da América se reserva o direito de encerrar o financiamento de vendas adicionais de trigo dentro do presente Acordo, se verificar, em qualquer data posterior a 30 de junho de 1957, que tal medida fêz-se necessária em razão de uma emergência internacional.

## ARTIGO II

### *UTILIZAÇÃO DOS CRUZEIROS*

1. Os dois Governos concordam em que os cruzeiros que couberem ao Governo dos Estados Unidos da América pelas vendas feitas nos termos deste Acordo serão utilizados pelo Governo dos Estados Unidos da América, na forma e na ordem de prioridade que determinar o Governo dos Estados Unidos da América, para as seguintes finalidades e nas proporções indicadas:

(a) o depósito em cruzeiros (tal como definido no Artigo III) equivalente a quatorze e trinta e cinco centésimos (14,35) por cento do total para propiciar o desenvolvimento de novos mercados para produtos agrícolas dos Estados Unidos da América em base mutuamente benéfica; financear atividades de intercâmbio educativo internacional; financear a tradução, publicação e distribuição de livros e periódicos e outras despesas do Governo dos Estados Unidos da América;

(b) o equivalente em cruzeiros a um montante não superior a sessenta e cinco centésimos (0,65) por cento do total, para assistir às atividades e projetos autorizados pela Secção 203 da Lei dos

Estados Unidos da América de Intercâmbio Educativo e de Informações, de 1948, e emendas;

(c) o depósito em cruzeiros equivalente a oitenta e cinco (85) por cento do total, em forma a ser estabelecida em Acôrdo suplementar entre os dois Governos, para empréstimo ao Banco Nacional do Desenvolvimento Econômico, (doravante designado Banco do Desenvolvimento), entidade do Governo brasileiro, (de acordo com as estipulações do Artigo I, da Lei 1518, de 24 de dezembro de 1951) destinado a fomentar o desenvolvimento econômico do Brasil. Fica entendido que o empréstimo será contabilizado em dólares, devendo o pagamento do principal e dos juros ser feito em dólares dos Estados Unidos da América ou em cruzeiros, a critério do Governo do Brasil; tais pagamentos em cruzeiros serão feitos à taxa de conversão em vigor na data de cada pagamento, acordada entre os dois Governos. Estas e outras disposições farão objeto do Acôrdo de Empréstimo e de outros acordos que lhe sejam suplementares. Dos fundos decorrentes do empréstimo, constituídos anualmente durante os três anos do programa de vendas, poderão participar empresas governamentais, mistas e privadas, desde que se enquadrem no programa de desenvolvimento do Brasil e satisfaçam as exigências do Banco de Desenvolvimento, com o objetivo de fomentar o desenvolvimento econômico do país, atendendo, entre outros, aos seguintes projetos específicos:

1—expansão da produção de energia hidroelétrica com a construção da represa de Furnas e instalações complementares na bacia do Rio Grande;

2—expansão da produção de energia de Paulo Afonso, outras instalações na bacia do São Francisco e execução do projeto de Três Marias;

3—construção de uma nova ferrovia entre Passo Fundo e General Luz, ligando os centros de produção agrícola aos centros comerciais e de consumo no Rio Grande do Sul;

4—expansão da produção de ferro e aço.

2. Caso os cruzeiros reservados para empréstimo ao Governo do Brasil, tal como o especifica o Artigo 2, no seu parágrafo 1 (c), não forem transferidos da “Conta Especial” do Governo dos Estados Unidos da América para o Banco do Desenvolvimento, para fins de empréstimo, nos cinco anos a contar da data do presente Acôrdo, o Governo dos Estados Unidos da América poderá empregar os cruzeiros em questão em quaisquer dos outros objetivos previstos na Secção 104 da Lei. O Governo do Brasil garantirá ao Governo dos Estados Unidos da América disponibilidades em

dólares equivalentes ao montante em cruzeiros para a transferência dos fundos eventualmente não empregados, na forma acima estabelecida.

### ARTIGO III

#### *DEPÓSITOS EM CRUZEIROS E TAXA DE CÂMBIO*

1. O depósito em cruzeiros na conta do Governo dos Estados Unidos da América, feito em pagamento dos produtos e das despesas de fretes marítimos financiados pelo Governo dos Estados Unidos da América (excluído qualquer custo extraordinário decorrente do requisito legal de que sejam utilizados barcos de bandeira dos Estados Unidos da América), será efetuado à taxa de conversão do dólar dos Estados Unidos da América ajustada entre os dois Governos, em vigor nas datas dos desembolsos feitos em dólares pelos bancos dos Estados Unidos da América ou pelo Governo dos Estados Unidos da América, tal como previsto nas autorizações de compra.

2. Os dois Governos concordam em que, ao receber o Governo do Brasil notificação de desembolsos em dólares efetuados pelo Governo dos Estados Unidos da América a exportadores desse país, ou noutra forma que possa ser mútuamente ajustada, o Governo do Brasil providenciará o depósito de cruzeiros equivalentes aos dólares desembolsados pelo Governo dos Estados Unidos da América, em pagamento da transação correspondente, em uma "Conta Especial" do Governo dos Estados Unidos da América no Banco Nacional do Desenvolvimento Econômico, que atuará como agente do Governo do Brasil. Os cruzeiros que constituem os quinze por cento (15%) especificados no Artigo II, Parágrafo 1 (a e b), poderão ser retirados da "Conta Especial" do Governo dos Estados Unidos da América no Banco do Desenvolvimento a qualquer momento, a critério do Governo dos Estados Unidos da América; o restante dos cruzeiros depositados será transferido ao Banco do Desenvolvimento para fins de empréstimo, de acordo com as disposições do Artigo II, Parágrafo 1 (c) e Parágrafo 2 do presente Acôrdo.

### ARTIGO IV

#### *OBRIGAÇÕES GERAIS*

1. O Governo do Brasil concorda em tomar todas as medidas ao seu alcance para impedir a revenda ou reembarque para outros países, ou utilização para fins que não sejam de consumo interno, dos excedentes agrícolas adquiridos nos termos deste Acôrdo (exceto nos casos em que haja concordância específica do Governo

dos Estados Unidos da América para a revenda, reembarque ou utilização em aprêço); e em assegurar que a compra dos referidos produtos não redunde em maiores disponibilidades dos mesmos, ou de outros produtos semelhantes, para países cujas relações com os Estados Unidos da América não sejam amistosas.

2. Os dois Governos concordam em tomar precauções razoáveis para assegurar que as vendas ou compras de excedentes agrícolas, nos termos dêste Acôrdo, não perturbem indevidamente os preços internacionais dos produtos agrícolas, não desloquem os mercados normais dos Estados Unidos da América para êsses produtos, nem prejudiquem as relações comerciais entre os países do mundo livre.

3. Na execução dêste Acôrdo os dois Governos procurarão assegurar a existência de condições de comércio que tornem possível aos comerciantes privados realizarem suas atividades efetivamente e esforçar-se-ão por promover e estimular a procura de produtos agrícolas.

4. O Govêrno do Brasil concorda em fornecer, a pedido do Govêrno dos Estados Unidos da América, informações sobre a execução do programa, particularmente as referentes às chegadas e condições de recebimento dos referidos produtos; sobre as medidas adotadas com o fim de manter o comércio normal dêsses produtos e sobre as exportações dos mesmos e outros semelhantes.

#### ARTIGO V

##### *CONSULTA*

Os dois Governos, a pedido de uma das partes contratantes, consultar-se-ão sobre qualquer assunto referente à execução do presente Acôrdo ou a implementação dos dispositivos nele contidos.

#### ARTIGO VI

##### *VIGÊNCIA*

O presente Acôrdo entrará em vigor na data de sua assinatura.

EM FÉ DO QUE, os representantes devidamente autorizados assinam o presente Acôrdo.

Feito na cidade de Washington, em duplicata, nas línguas inglesa e portuguesa, aos 31 dias de dezembro de 1956.

Pelo Govêrno dos Estados Unidos da América:

THORSTEN V. KALIJARVI

Pelo Govêrno dos Estados Unidos do Brasil:

ERNANI DO AMARAL PEIXOTO

**MEMORANDUM DE ENTENDIMENTO ENTRE OS GOVERNOS DOS ESTADOS UNIDOS DA AMÉRICA E DOS ESTADOS UNIDOS DO BRASIL RELATIVO AOS PRODUTOS AGRÍCOLAS EXCEDENTES DE ACÔRDO COM O TÍTULO I DA LEI 480 DOS ESTADOS UNIDOS DA AMÉRICA (83º CONGRESSO) E EMENDAS.**

O Governo dos Estados Unidos da América e o Governo dos Estados Unidos do Brasil:

Reconhecendo que as vendas de produtos agrícolas excedentes segundo o disposto no Título I da Lei 480 dos Estados Unidos da América, 83º Congresso, e emendas, excederão as vendas usuais de tais produtos;

Reconhecendo que devem ser levadas em conta medidas tendentes a aumentar o consumo de tais produtos no Brasil;

Reconhecendo que deve ser levada em conta a escala de embarques a serem feitos durante o período de três anos;

Concordam no seguinte:

**SECÇÃO I**

***VENDAS HABITUAIAS***

Os dois Governos concordam em que as importações de produtos agrícolas excedentes, segundo o disposto no Título I, da Lei 480 dos Estados Unidos da América e o disposto no Acôrdo de Produtos Agrícolas Excedentes, ao qual se refere este Memorandum, excederão as importações normais de tôdas as fontes durante o período coberto por este Acôrdo. Para o trigo, além das importações da Argentina e Uruguai, nos têrmos de seus acordos bilaterais com êsses países, o Brasil concorda em comprar, com seus próprios recursos, durante cada um dos anos fiscais dos Estados Unidos da América de 1957, 1958 e 1959, um mínimo de 130.000 toneladas métricas, das quais pelo menos 80.000 toneladas métricas serão compradas nos Estados Unidos da América. No caso de deficit nas entregas da Argentina e/ou Uruguai, fica entendido que o Brasil comprará no mercado mundial a maior quantidade dentro do deficit que seus recursos econômicos permitirem. Durante a vigência d'este Acôrdo os dois Governos manterão entendimentos anuais relativos às necessidades brasileiras de importação.

**SECÇÃO II**

***PROGRAMA DE EMBARQUES***

1. Em obediência às disposições do Acôrdo sobre Produtos Agrícolas entre os dois Governos datado de 31 de dezembro, de

1956, fica entendido que até 30 de junho de cada um dos anos de 1957, 1958 e 1959, respectivamente, o Governo dos Estados Unidos da América emitirá autorizações de compra e que até 30 de setembro de cada um dos anos citados, respectivamente, o Governo do Brasil se comprometerá a utilizar tais autorizações e comprar e embarcar um mínimo de (a) para 1957, ----- US\$ milhões de trigo e todos os outros produtos incluídos no Acôrdo; (b) para 1958, um mínimo de US\$ milhões de trigo; (c) para 1959, o restante do trigo previsto no Acôrdo.

2. O Governo dos Estados Unidos da América se reserva o direito de, no caso de falta substancial de execução da escala acima, cancelar o restante do programa.

Assinado na cidade de Washington, em duplicata, nas línguas inglesa e portuguesa, aos 31 de dezembro de 1956.

*The Secretary of State to the Brazilian Ambassador*

DEPARTMENT OF STATE

WASHINGTON

December 31, 1956

**EXCELLENCY:**

I have the honor to refer to the Agricultural Commodities Agreement between the Government of the United States of America and the Government of Brazil signed today and in particular to Article II, Paragraph 1 (a), concerning the development of new markets for U.S. agricultural commodities on a mutually benefiting basis.

I wish to confirm my Government's understanding of the agreement reached in conversations which have taken place between the Department of State and the Brazilian Embassy in Washington with reference to the conversion of an amount not to exceed the cruzeiro equivalent of \$500,000 into other currencies upon request by the Government of the United States of America. This facility is requested for the purpose of having funds to pay for international transportation of United States and other personnel engaged in agricultural marketing development activities and supplies and equipment for such purposes. Such conversion as would be made for these purposes would be at the free rate of exchange.

I shall appreciate receiving Your Excellency's confirmation of the above understanding.

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

For the Secretary of State:

T. V. KALIJARVI

His Excellency

ERNANI DO AMARAL PEIXOTO,  
*Brazilian Ambassador.*

*The Brazilian Ambassador to the Secretary of State*

EMBAIXADA DOS ESTADOS UNIDOS DO BRASIL

347/842.11 (42) (22)

Washington, em 31 de dezembro de 1956.

SENHOR SECRETÁRIO DE ESTADO,

Tenho a honra de acusar recebimento da nota datada de hoje, de Vossa Exceléncia, que abaixo transcrevo na sua tradução portuguêsa:

“Tenho a honra de referir-me ao Acôrdo sobre Produtos Agrícolas hoje concluído entre o Governo dos Estados Unidos da América e o Govêrno do Brasil e, em particular, ao Artigo II, Parágrafo 1 (a), relativo ao desenvolvimento de novos mercados para os produtos agrícolas dos Estados Unidos, numa base mútuamente vantajosa.

“Apraz-me confirmar a interpretação que meu Govêrno dá ao Acôrdo alcançado nas conversações realizadas entre o Departamento de Estado e a Embaixada do Brasil em Washington com referência à conversão a outras moedas de uma importância não superior ao equivalente, em cruzeiros, a 500.000 dólares dos Estados Unidos, a pedido do Govêrno dos Estados Unidos da América. Solicita-se essa disposição com o objetivo de custear-se transporte internacional de funcionários dos Estados Unidos, e outros, dedicados a atividades de desenvolvimento de mercados agrícolas bem como equipamentos e materiais para tais fins. As conversões que se tornassem necessárias com aquelas finalidades, seriam feitas à taxa de câmbio livre.

“Muito agradeceria a Vossa Excelênci a gentileza de confirmar esta interpretação”.

2. O Govêrno dos Estados Unidos do Brasil concorda com que a nota de Vossa Excelênci, acima transcrita na sua tradução portuguêsa, e esta resposta, constituam um acôrdo entre os dois Governos sobre este assunto.

Aproveito a oportunidade para renovar a Vossa Excelênci os protestos da minha mais alta consideração.

ERNANI DO AMARAL PEIXOTO.

A Sua Excelênci o Senhor JOHN FOSTER DULLES,  
*Secretário de Estado dos Estados Unidos da América.*

*Translation*

EMBASSY OF THE UNITED STATES OF BRAZIL

Washington, December 31, 1956

347/842.11(42) (22)  
MR. SECRETARY OF STATE:

I have the honor to acknowledge receipt of Your Excellency's note, dated today, a Portuguese translation of which I transcribe below:

[For the English language text of the note, see *ante*, p. 3490.]

2. The Government of the United States of Brazil agrees that Your Excellency's note, a Portuguese translation of which is

transcribed above, and this reply should constitute an agreement between the two Governments in this matter.

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

ERNANI DO AMARAL PEIXOTO.

His Excellency

JOHN FOSTER DULLES,

*Secretary of State of the*

*United States of America.*

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*The Secretary of State to the Brazilian Ambassador*

DEPARTMENT OF STATE

WASHINGTON

*December 31, 1956*

EXCELLENCY:

I have the honor to refer to the Agricultural Commodities Agreement between the Government of the United States of America and the Government of Brazil signed today and in particular to Article III, Paragraph 1, concerning the rate of exchange for the deposit of cruzeiros by the Government of Brazil in payment for surplus agricultural commodities.

I wish to confirm my Government's understanding of the agreement reached in conversations which have taken place between the Department of State and the Brazilian Embassy in Washington with reference to the applicable rate of exchange for the deposit of cruzeiros equivalent to the dollar sales value of commodities to be purchased under the Agricultural Commodities Agreement. Under the exchange system in effect in Brazil on August 1, 1956, deposits will be made at the fourth or highest category export rate of 67.5 cruzeiros per dollar. If, before completion of shipment of the commodities purchased, the exchange system of Brazil is changed to establish a unitary rate or a rate generally applicable for import transactions (except imports granted a preferential rate), deposits against subsequent dollar disbursements will be made at such rate. If the exchange rate system of Brazil is changed in some other way, a new deposit rate to cover subsequent dollar disbursements shall be determined by mutual agreement upon the request of either party. Until such agreement is reached, deposits shall be made at the rate which was applicable at the time of such change, and any necessary adjustment in such deposits will be effected when such agreement is reached.

It is agreed that payment of principal and interest on the dollar denominated loan described in Article II, if made in cruzeiros, shall be made at the exchange rate on the date each payment becomes due that would be applicable to deposits for shipments under the provisions of the preceding paragraph.

I shall appreciate receiving Your Excellency's confirmation of the above understanding.

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

For the Secretary of State:

T. V. KALIJARVI

His Excellency

ERNANI DO AMARAL PEIXOTO,  
*Brazilian Ambassador.*

*The Brazilian Ambassador to the Secretary of State*

EMBAIXADA DOS ESTADOS UNIDOS DO BRASIL

346/842.11(42)(22) Washington, em 31 de dezembro de 1956.

SENHOR SECRETÁRIO DE ESTADO,

Tenho a honra de acusar recebimento da nota datada de hoje, de Vossa Excelência, que abaixo transcrevo na sua tradução portuguêsa:

"Tenho a honra de referir-me ao Acôrdo sóbre Produtos Agrícolas hoje concluído entre o Govêrno dos Estados Unidos da América e o Govêrno do Brasil, e em particular ao Artigo III, Parágrafo 1, relativo à taxa de câmbio para depósito de cruzeiros pelo Govêrno do Brasil, em pagamento dos produtos agrícolas excedentes.

"Apraz-me confirmar a interpretação que meu Govêrno dá ao Acôrdo alcançado nas conversações realizadas entre o Departamento de Estado e a Embaixada do Brasil em Washington no tocante à taxa de conversão aplicável ao depósito em cruzeiros equivalente ao valor em dólares das vendas de produtos a serem adquiridos nos termos do Acôrdo sóbre Produtos Agrícolas. De conformidade com o sistema cambial vigente no Brasil, em 1º de agosto de 1956, os depósitos serão efetuados à taxa da 4a. ou seja a mais elevada categoria de exportação, de cruzeiros 67.5 por dólar. Caso durante o período de embarque das mercadorias compradas, o sistema cambial brasileiro seja alterado, com o objetivo de estabelecer uma taxa única ou uma taxa aplicável de um modo geral às transações

de importação (excetuadas as importações que gozem de câmbio preferencial) os depósitos feitos contra subsequentes desembolsos em dólares o serão a essa taxa. Caso o sistema cambial brasileiro seja alterado de qualquer outro modo, uma nova taxa para os depósitos, destinada a cobrir os subsequentes desembolsos em dólares, será fixada por acôrdo mútuo a pedido de uma das partes. Até ser alcançado êsse acôrdo, os depósitos serão feitos à taxa aplicável no momento em que aquela mudança ocorrer e qualquer reajustamento de tais depósitos que se torne necessário será efetuado na ocasião em que fôr obtido o referido acôrdo.

"Fica acordado que o pagamento do principal e dos juros do empréstimo designado em dólares definido no Artigo 2º, se feito em cruzeiros, o será à taxa de conversão vigente na data de vencimento de cada pagamento, ou seja àquela que seria aplicável aos depósitos relativos a embarques feitos de acôrdo com o estipulado no parágrafo precedente.

"Muito agradeceria a Vossa Excelênciia a gentileza de confirmar a interpretação acima".

2. O Governo dos Estados Unidos do Brasil concorda com que a nota de Vossa Excelênciia, acima transcrita na sua tradução portuguêsa, e esta resposta, constituam um acôrdo entre os dois Governos sobre êste assunto.

Aproveito a oportunidade para renovar a Vossa Excelênciia os protestos da minha mais alta consideração.

ERNANI DO AMARAL PEIXOTO.

A Sua Excelênciia o Senhor JOHN FOSTER DULLES,  
*Secretário de Estado dos Estados Unidos da América.*

*Translation*

EMBASSY OF THE UNITED STATES OF BRAZIL

346/842.11(42)(22)

Washington, December 31, 1956

MR. SECRETARY OF STATE:

I have the honor to acknowledge receipt of Your Excellency's note dated today, a Portuguese translation of which I transcribe below:

[For the English language text of the note, see *ante*, p. 3492.]

2. The Government of the United States of Brazil agrees that Your Excellency's note, a translation of which into Portuguese is transcribed above, and this reply, should constitute an agreement between the two Governments on this matter.

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

ERNANI DO AMARAL PEIXOTO.

His Excellency

JOHN FOSTER DULLES,

*Secretary of State of the  
United States of America.*



# JORDAN

## Technical Cooperation: Jordan Program

*Agreement amending the agreement of February 12, 1952, as amended.  
Signed at Amman December 7, 1954;  
Entered into force December 7, 1954.*

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### **AMENDMENT NO. 4 TO THE JORDAN PROGRAM AGREEMENT**

The Government of the United States of America and the Government of the Hashemite Kingdom of Jordan mutually agree that the Jordan Program Agreement entered into between the two Governments on February 12, 1952, and amended by them on September 10, 1952, April 7, 1953, and December 31, 1953, is hereby further amended as follows:

TIAS 2505,  
3 UST, pt. 3, p. 3747.

TIAS 2698, 2819,  
2665,  
3 UST, pt. 4, p. 5084;  
4 UST 1661; 5 UST,  
pt. 1, p. 634.

1. The Foreign Operations Administration of the Government of the United States of America has succeeded to all of the rights and obligations of the Technical Cooperation Administration of the Department of State, and the United States of America Operations Mission to Jordan has succeeded to all of the rights and obligations of the Technical Cooperation Service for Jordan. Accordingly, wherever in the Jordan Program Agreement, as heretofore amended, the words "Technical Cooperation Administration," or "Technical Cooperation Service for Jordan" appear, the same are deleted and the words "Foreign Operations Administration" or "United States of America Operations Mission to Jordan" are substituted therefor.
2. The Cooperative Department for Water Resources Development and the Cooperative Department for Range Resources Development, established pursuant to paragraphs 1 and 5 of Article IV of the Jordan Program Agreement, as heretofore amended, are hereby abolished.
3. Paragraph 1 of Article IV is deleted and the following is substituted therefor: "1. The Government of the Hashemite Kingdom of Jordan shall establish as soon as practicable within the Ministry of Finance a Jordan-U. S. Technical Service for

Range and Water Resources Development to carry out the program of technical cooperation in the field of range resources development and water resources development and shall designate the Chief of the United States of America Operations Mission to Jordan Range and Water Resources Technicians as the Chief of the said Service.

4. Paragraph 5 of Article IV is deleted and paragraphs 6, 7, 8, 9, and 10 of Article IV are renumbered, respectively, 5, 6, 7, 8, and 9.

5. The Jordan-U. S. Technical Service for Range and Water Resources Development shall succeed to all of the rights and obligations of the former Cooperative Department for Range Resources Development and the former Cooperative Department for Water Resources Development.

6. The Cooperative Departments established pursuant to paragraphs 2, 3, 4, and 5 of Article IV are hereby redesignated Jordan-U. S. Technical Services. Accordingly, wherever in the Jordan Program Agreement, as heretofore amended, the words "Cooperative Department," "Cooperative Departments" or "Department" appear, the same are deleted and the words "Jordan-U. S. Technical Service," "Technical Services" or "Service" are substituted therefor.

7. The Cooperative Department for Communications, established in accordance with paragraph 6 of Article IV of the Jordan Program Agreement, as heretofore amended, shall be transferred to the Ministry of Public Works and shall henceforth be called the "Jordan-United States Technical Service for Public Works."

Done in duplicate in Arabic [<sup>1</sup>] and English, both texts being equally authentic, at Amman, Jordan, this 7 day of December, 1954.

FOR THE GOVERNMENT OF FOR THE GOVERNMENT OF  
THE UNITED STATES OF THE HASHEMITE KINGDOM  
AMERICA OF JORDAN

CARL A. OLSON

H. MAJALI

Carl A. Olson, *Acting Director*  
*United States of America*  
*Operations Mission to Jordan*      *Acting Minister of Economy of*  
*the Hashemite Kingdom of Jordan*

<sup>1</sup> Arabic text not available.

# NORWAY

## Mutual Defense Assistance

*Agreement amending annex C of the agreement of January 27, 1950,  
as amended.*

*Effectuated by exchange of notes*

*Dated at Oslo November 15 and 23, 1955;*

*Entered into force November 23, 1955.*

---

*The American Embassy to the Norwegian Ministry of Foreign Affairs*

No. 190

The Embassy of the United States of America presents its compliments to the Royal Norwegian Ministry for Foreign Affairs and, with reference to paragraph (1) of Article IV of the Mutual Defense Assistance Agreement between the United States and Norway, signed at Washington on January 27, 1950,[<sup>1</sup>] has the honor, upon instruction from its Government, to advise the Ministry that the minimum amount of Norwegian kroner necessary during the fiscal year 1956 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 \$477,991. In this connection it is understood that the balance of the kroner advances made during the fiscal year 1955 which was unobligated on June 30, 1955 will operate to reduce the total amount required for deposit during the fiscal year 1956.

TIAS 2016.  
1 UST 108.

The Embassy proposes that, in accordance with previous practice, Annex C of the Bilateral Agreement be amended to read as follows:

“In implementation of paragraph (1) of Article IV of the Mutual Defense Assistance Agreement between the Governments of the United States of America and Norway, the

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<sup>1</sup> See also TIAS 2418, 2437, 3648; 3 UST, pt. 1, p. 581, pt. 2, p. 2705, *Ante*, p. 2551.

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 3,403,295.92 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, 1956."

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 15, 1955

J. S. W.

**THE ROYAL NORWEGIAN MINISTRY  
FOR FOREIGN AFFAIRS,  
Oslo.**

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*The Norwegian Ministry of Foreign Affairs to the American Embassy*

**MINISTÈRE ROYAL  
DES  
AFFAIRES ETRANGÈRES**

The Royal Ministry of Foreign Affairs has the honour to acknowledge the receipt of the note of the 15th November, 1955, from the Embassy of the United States of America, regarding the payment of administrative expenditures of the United States Embassy at Oslo in connection with the carrying out of the Mutual Defense 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 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 3,403,295.92 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, 1956."

It is understood that the balance of the kroner advances made during the fiscal year 1955, which was unobligated on the 30th June, 1955, will operate to reduce the total amount required for deposit during the fiscal year 1956.

The Norwegian Government agrees that the Embassy's note of the 15th November, 1955, together with this reply constitutes an amendment to Annex C of the Mutual Defense Assistance Agreement between Norway and the United States of America, signed at Washington on the 27th January, 1950.

*OSLO, the 23rd November, 1955.*

K.

[SEAL]

O.J.

THE EMBASSY OF THE UNITED  
STATES OF AMERICA,  
*Oslo.*



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