United States Treaties and Other International Agreements

VOLUME 17

IN TWO PARTS

Part 1

1966

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

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

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YUGOSLAVIA

Agricultural Commodities: Sales Under Title IV[1]

Agreement amending the agreement of November 22, 1965.
Effected by exchange of notes
Signed at Belgrade January 21, 1966;
Entered into force January 21, 1966.

The American Ambassador to the Yugoslav Counselor of the State Secretary for Foreign Affairs

No. 477 BELGRADE, *January 21, 1966.*

EXCELLENCY:

I have the honor to refer to the Agricultural Commodities Agreement between our two Governments of November 22, 1965[2] and to propose that the commodity table in Article I be amended by increasing wheat for the supply period United States Fiscal Year 1966 to 1,350,000 metric tons and increasing the maximum export market value to $78,393,000, increasing ocean transportation (estimated) to $8,004,000 and increasing the total to $86,397,000.

It is proposed that this Note and your reply concurring therein will constitute an agreement between our two Governments to enter into force on the date of your reply.

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

C. BURKE ELBRICK

His Excellency
SRDJA PRICA,
Counselor of the State Secretary
for Foreign Affairs,
Belgrade.

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[1] See also TIAS 6031; *post*, p. 771.
[2] TIAS 5910; 16 UST 1775.

The Yugoslav Counselor of the State Secretary for Foreign Affairs to the American Ambassador

No. 4287o/66 BELGRADE, *January 21, 1966*

EXCELLENCY:

I have the honor to acknowledge the receipt of your Note No. 477, dated January 21, 1966, which reads as follows:

"I have the honor to refer to the Agricultural Commodities Agreement between our two Governments of November 22, 1965 and to propose that the commodity table in Article I be amended by increasing wheat for the supply period United States Fiscal Year 1966 to 1,350,000 metric tons and increasing the maximum export market value to $78,393,000, increasing ocean transportation (estimated) to $8,004,000 and increasing the total to $86,397,000.

"It is proposed that this Note and your reply concurring therein will constitute an agreement between our two Governments to enter into force on the date of your reply.

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

I have the honor to inform you of the concurrence of my Government in the foregoing.

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

SRDJA PRICA

Srdja Prica

His Excellency
C. BURKE ELBRICK
Ambassador of the United States of America
Beograd

VIET-NAM

Agricultural Commodities[1]

Agreement amending the agreement of May 26, 1965, as amended.
Effected by exchange of notes
Signed at Saigon January 17, 1966;
Entered into force January 17, 1966.

The American Ambassador to the Vietnamese Minister of Foreign Affairs

EMBASSY OF THE
UNITED STATES OF AMERICA
Saigon, January 17, 1966.

No. 169

EXCELLENCY:

I have the honor to refer to the Agricultural Commodities Agreement between our two Governments signed on May 26, 1965 [2] and to propose that:

1. The Agreement be further amended by substituting the following for the commodity table in Paragraph 1 of Article I:

COMMODITY	EXPORT MARKET VALUE (MILLIONS)
SWEETENED CONDENSED MILK	$14.43
WHEAT FLOUR	2.37
RICE	21.94
TOBACCO	.79
ANHYDROUS MILK FAT	.50
NONFAT DRY MILK	.31
TOTAL	$40.34

2. The Notes exchanged on May 26, 1965, relating to the Agreement to be further amended by substituting "$806,800" for "$774,800" and "$431,000" for "$415,000" in numbered Paragraph 1.

If the foregoing is acceptable to Your Excellency's Government, I have the honor to propose that this Note and your reply concurring therein shall constitute an agreement between our two Governments to enter into force on the date of your reply.

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[1] See also TIAS 5968, 5981, 5995, 6062, 6145; *post*, pp. 129, 341, 512, 1042, 2055; *and* TIAS 6177, *post*, pt. 2.

[2] TIAS 5821, 5867, 5876, 5891, 5944; 16 UST 838, 1206, 1260, 1674, 2061.

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

HENRY CABOT LODGE

His Excellency,
TRAN VAN DO,
Minister of Foreign Affairs,
Saigon.

The Vietnamese Minister of Foreign Affairs to the American Ambassador

RÉPUBLIQUE DU VIÊTNAM

MINISTÈRE DES AFFAIRES ÉTRANGÈRES

No. 256-TTK/EF/NC

SAIGON, *January 17, 1966.*

EXCELLENCY,

I have the honour to acknowledge receipt of your Note No. 169 dated January 17, 1966 reading as follows:

"I have the honour to refer to the Agricultural Commodities Agreement between our two Governments signed on May 26, 1965 and to propose that:

1. The Agreement be further amended by substituting the following for the commodity table in Paragraph 1 of Article I:

COMMODITY	EXPORT MARKET VALUE (MILLIONS)
SWEETENED CONDENSED MILK	$14.43
WHEAT FLOUR	2.37
RICE	21.94
TOBACCO	.79
ANHYDROUS MILK FAT	.50
NONFAT DRY MILK	.31
TOTAL	$40.34

2. The Notes exchanged on May 26, 1965, relating to the Agreement to be further amended by substituting "$806,800" for "$774,800" and "$431,000" for "$415,000" in numbered Paragraph 1.

If the foregoing is acceptable to Your Excellency's Government, I have the honour to propose that this Note and your reply concurring therein shall constitute an agreement between our two Governments to enter into force on the date of your reply."

I further have the honour to confirm to Your Excellency that the Government of the Republic of Viet-Nam accepts the above proposed amendments and that your Note and this reply shall constitute an agreement between our two Governments, to enter into force on the date of January 17, 1966.

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

Dr. TRẦN-VĂN-ĐỖ
Minister of Foreign Affairs

His Excellency
Mr. HENRY CABOT LODGE
Ambassador Extraordinary
and Plenipotentiary of the
United States of America
Saigon

UNITED ARAB REPUBLIC

Agricultural Commodities

Agreement signed at Cairo January 3, 1966;
Entered into force January 3, 1966.
With exchange of notes.

AGRICULTURAL COMMODITIES AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF THE UNITED ARAB REPUBLIC 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 United Arab 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 of America in these commodities or unduly disrupt world prices of agricultural commodities or normal patterns of commercial trade with friendly countries;

Considering that the purchase for Egyptian pounds of agricultural commodities produced in the United States of America will assist in achieving such an expansion of trade;

Considering that the Egyptian pounds accruing from such purchase 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 agricultural commodities to the United Arab Republic pursuant to Title I of the Agricultural Trade Development and Assistance Act,[1] as amended (hereinafter referred to as the 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 EGYPTIAN POUNDS

1. Subject to issuance by the Government of the United States of America and acceptance by the Government of the United Arab Re-

[1] 68 Stat. 455; 7 U.S.C. §§ 1701–1709.

public of purchase authorizations and to the availability of the specified commodities under the Act at the time of exportation, the Government of the United States of America undertakes to finance the sales for Egyptian pounds, to purchasers authorized by the Government of the United Arab Republic, of the following agricultural commodities in the amounts indicated:

Commodity	Supply Period	Export Market Value (Millions)
Wheat/Wheat Flour	US Fiscal Year 1966	$29.9
Soybean/cottonseed oil	US Fiscal Year 1966	6.25
Tobacco	US Fiscal Year 1966	4.6
Poultry	US Fiscal Year 1966	.3
		$41.05

2. Applications for purchase authorizations will be made within 90 days after the effective date of this agreement. Purchase authorizations will include provisions relating to the sale and delivery of commodities, the time and circumstances of deposit of Egyptian pounds accruing from such sale, and other relevant matters.

The Government of the United States of America will finance ocean transportation costs incurred pursuant to this agreement only to the extent that such costs are higher than otherwise would be the case by reason of the requirement that approximately 50 percent by tonnage of the commodities be transported in United States flag vessels. The balance of cost for commodities required to be carried in United States flag vessels shall be paid in dollars by the Government of the United Arab Republic. The Government of the United Arab Republic will not be required to deposit Egyptian pounds for ocean transportation financed by the Government of the United States of America.

Promptly after contracting for United States flag shipping space required to be used, and in any event not later than presentation of vessel for loading, the Government of the United Arab Republic will open a letter of credit, in dollars, for the estimated cost of ocean transportation for commodities carried in United States flag vessels.

3. The financing, sale and delivery of commodities under this agreement may be terminated by either Government if that Government determines that because of changed conditions the continuation of such financing, sale or delivery is unnecessary or undesirable.

Article II

USES OF EGYPTIAN POUNDS

The Egyptian pounds accruing to the Government of 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 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. For United States expenditures under subsections (a), (b), (d), (f) and (h) through (t) of Section 104 of the Act, or under any of such subsections, 20 percent of the Egyptian pounds accruing pursuant to this agreement.

B. For loans to be made by the Agency for International Development of Washington (hereinafter referred to as AID) under Section 104(e) of the Act and for administrative expenses of AID in the United Arab Republic incident thereto, 5 percent of the Egyptian pounds accruing pursuant to this agreement. It is understood that:

(1) Such loans under Section 104(e) of the Act will be made to United States business firms and branches, subsidiaries, or affiliates of such firms in the United Arab Republic for business development and trade expansion in the United Arab Republic and to United States firms and United Arab Republic firms for the establishment of facilities for aiding in the utilization, distribution, or otherwise increasing the consumption of and markets for United States agricultural products.

(2) Loans will be mutually agreeable to AID and the Government of the United Arab Republic, acting through the National Bank of Egypt (hereinafter referred to as the Bank). The Governor of the Bank, or his designate, will act for the Government of the United Arab Republic, and the Administrator of AID, or his designate, will act for AID.

(3) Upon receipt of an application which AID is prepared to consider, AID will inform the Bank of the identity of the applicant, the nature of the proposed business, the amount of the proposed loan, and the general purposes for which the loan proceeds would be expended.

(4) When AID is prepared to act favorably upon an application, it will so notify the Bank and will indicate the interest rate and the repayment period which would be used under the proposed loan. The interest rate will be similar to that prevailing in the United Arab Republic on comparable loans, provided such rate is not lower than cost of funds to the United States Treasury on comparable maturities, and the maturities will be consistent with the purposes of the financing.

(5) Within sixty days after the receipt of the notice that AID is prepared to act favorably upon an application, the Bank will indicate to AID whether or not the Bank has any objection to the proposed loan. Unless within the sixty-day period AID

has received such a communication from the Bank, it shall be understood that the Bank has no objection to the proposed loan. When AID approves or declines the proposed loan it will notify the Bank.

(6) In the event the Egyptian pounds set aside for loans under Section 104(e) of the Act are not advanced within three years from the date of this agreement because AID has not approved loans or because proposed loans have not been mutually agreeable to AID and the Bank, the Government of the United States of America may use the Egyptian pounds for any purpose authorized by Section 104 of the Act.

C. For a loan to the Government of the United Arab Republic under Section 104(g) of the Act for financing such projects to promote economic development, including projects not heretofore included in plans of the Government of the United Arab Republic, as may be mutually agreed, 75 percent of the Egyptian pounds accruing pursuant to this agreement. The terms and conditions of the loan and other provisions will be set forth in a separate loan agreement. In the event that agreement is not reached on the use of the Egyptian pounds for loan purposes under Section 104(g) of the Act within three years from the date of this agreement, the Government of the United States of America may use the Egyptian pounds for any purpose authorized by Section 104 of the Act.

ARTICLE III

DEPOSIT OF EGYPTIAN POUNDS

1. The Government of the United Arab Republic will deposit to the account of the Government of the United States of America an amount of Egyptian pounds equivalent to the dollar sales value of the commodities financed by the Government of the United States of America converted into Egyptian pounds at the applicable rate of exchange in effect on the date of dollar disbursement by the Government of the United States of America.

(a) If a unitary exchange rate system is maintained by the Government of the United Arab Republic, the applicable rate will be the rate at which the central monetary authority of the United Arab Republic, or its authorized agent, sells foreign exchange for Egyptian pounds.

(b) If a unitary rate system is not maintained, the applicable rate will be the rate mutually agreed upon by the Government of the United States of America and the Government of the United Arab Republic.

2. The Government of the United States of America shall determine which of its funds shall be used to pay any refunds of Egyptian pounds

which become due under this agreement or which are due or become due under any prior agricultural commodities agreement. A reserve will be maintained under this agreement for two years from the effective date of this agreement which may be used for the payment of such refunds. Any payment out of this reserve shall be treated as a reduction in the total Egyptian pounds accruing to the Government of the United States of America under this agreement.

ARTICLE IV

GENERAL UNDERTAKINGS

1. The Government of the United Arab Republic will take all possible measures to prevent the resale or transshipment to other countries or the use for other than domestic purposes of the agricultural commodities purchased pursuant to this agreement (except where such resale, transshipment or use is specifically approved by the Government of the United States of America); to prevent the export of any commodity of either domestic or foreign origin which is the same as, or like, the commodities purchased pursuant to this agreement during the period beginning on the date of this agreement and ending with the final date on which such commodities are received and utilized, (except where such export is specifically approved by the Government of the United States of America); and to ensure that the purchase of commodities pursuant to this agreement does not result in increased availability of the same or like commodities to nations unfriendly to the United States of America.

2. The two Governments will take reasonable precautions to assure that all sales and purchases of agricultural commodities pursuant to this agreement will not displace usual marketings of the United States of America in these commodities or unduly disrupt world prices of agricultural commodities or normal patterns of commercial trade with friendly countries.

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 United Arab Republic will furnish quarterly information on the progress of the program, particularly with respect to the arrival and condition of commodities; provisions for the maintenance of usual marketings; and information relating to imports and 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 Cairo in duplicate this third day of January, 1966.

LUCIUS D. BATTLE	A. KAISSOUNI
FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA:	FOR THE GOVERNMENT OF THE UNITED ARAB REPUBLIC:

The American Ambassador to the Deputy Prime Minister of the United Arab Republic

JANUARY 3, 1966

EXCELLENCY:

I have the honor to refer to the Title I Agricultural Commodities Agreement between our two Governments signed today and to inform you of my Government's understanding of the following:

1. In agreeing that the delivery of commodities pursuant to the agreement should not unduly disrupt world prices of agricultural commodities or normal patterns of commercial trade with friendly countries, the Government of the United Arab Republic agrees that it will, in addition to the commodities to be programmed under agricultural commodities agreements between our two Governments and the 450,000 metric tons of wheat and/or wheat flour on a grain equivalent basis specified in paragraph 7 of the exchange of notes relating to the Title IV agreement signed today, [1] import with its own resources from Free World sources, including the United States of America, during the United States Fiscal Year 1966:

(a) Edible vegetable oils—17,500 metric tons.

(b) Tobacco—7,000 metric tons of which not less than 1,500 metric tons must come from the United States.

(c) Poultry—2,000 metric tons of which not less than 1,000 metric tons must come from the United States.

[1] TIAS 5951; *post*, p. 17.

2. In view of the world rice situation, no limitation is being placed on total rice exports by the United Arab Republic during the period November 1, 1965 through October 31, 1966, provided that the agreement does not result in increased availability of rice to nations unfriendly to the United States of America.

3. The Government of the United Arab Republic agrees that Egyptian pounds received by the Government of the United States of America under the agreement may be deposited in interest-bearing accounts in banks in the United Arab Republic selected by the Government of the United States of America.

4. With regard to paragraph 4 of Article IV of the agreement the Government of the United Arab Republic agrees to furnish quarterly the following information in connection with each shipment of commodities received under the agreement: the name of each vessel; the date of arrival; the port of arrival; the commodity and quantity received; the condition in which received; the date unloading was completed; and the disposition of the cargo, i.e., stored, distributed locally or if shipped where shipped. In addition, the Government of the United Arab Republic agrees to furnish quarterly: (a) a statement of measures it has taken to prevent the resale or transshipment of commodities furnished, (b) assurances that the program has not resulted in increased availability of the same or like commodities to other nations and (c) a statement by the Government showing progress made toward fulfilling commitments on usual marketings.

The Government of the United Arab Republic further agrees that the above statements will be accompanied by statistical data on imports and exports by country of origin or destination of commodities which are the same as or like those imported under the agreement.

5. The Government of the United Arab Republic will provide, upon request of the Government of the United States of America, facilities for conversion into other non-dollar currencies of the following amounts of Egyptian pounds: (1) for purposes of section 104(a) of the Act, $821,000 worth or two percent of Egyptian pounds accruing from sales under the agreement and payments from 104(g) loans (including principal and interest), whichever is greater, to finance agricultural market development activities in other countries; and (2) for purposes of section 104(h) of the Act and for the purposes of the Mutual Educational and Cultural Exchange Act of 1961, [1] up to $1 million worth of Egyptian pounds to finance educational and cultural exchange programs and activities in other countries.

6. In addition to facilities for conversion provided in paragraph 5, the Government of the United Arab Republic will provide, upon the request of the United States Government, facilities for conversion into U.S. dollars of such Egyptian pounds as the Government of the United Arab Republic and the United States Government may agree upon.

[1] 75 Stat. 527; 22 U.S.C. § 2451 note.

7. The Government of the United States of America may utilize Egyptian pounds in the United Arab Republic to pay for travel which is part of a trip in which the traveler travels from, to or through the United Arab Republic. It is understood that these funds are intended to cover only travel by persons who are traveling on official business for the Government of the United States of America or in connection with activities financed by the Government of the United States of America. It is further understood that the travel for which Egyptian pounds may be utilized shall not be limited to services provided by United Arab Republic transportation facilities.

8. The Government of the United States may utilize Egyptian pounds accumulated under the agreement for partial payment of ocean freight costs of shipping commodities donated and shipped to the United Arab Republic under PL 480 [1] programs, and the Government of the United Arab Republic agrees to accept Egyptian pounds from shipping companies carrying such cargo, such pounds to be used for port charges, stevedoring and other loading and unloading charges, warehousing, bunkerage, victualing and crew's purchase of personal consumables in the United Arab Republic.

9. No purchase authorizations for wheat financed under the agreement will be issued until all the wheat available under the Title IV agreement signed today has been purchased.

10. The Government of the United Arab Republic agrees that the total acreage planted to cotton during the coming year in the United Arab Republic will not increase above the present acreage.

I shall appreciate receiving your Excellency's confirmation of the above understanding.

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

LUCIUS D. BATTLE

Lucius D. Battle
Ambassador

Dr. ABDEL MONEIM EL KAISSOUNI
Deputy Prime Minister
Ministry of Economy
Cairo, U.A.R.

[1] 68 Stat. 454; 7 U.S.C. § 1691 note.

The Deputy Prime Minister of the United Arab Republic to the American Ambassador

CAIRO, *January 3, 1966*

SIR:

I have the honor to acknowledge the receipt of your note of January 3, 1966, which reads as follows:

"I have the honor to refer to the Title I Agricultural Commodities Agreement between our two Governments signed today and to inform you of my Government's understanding of the following:

"1. In agreeing that the delivery of commodities pursuant to the agreement should not unduly disrupt world prices of agricultural commodities or normal patterns of commercial trade with friendly countries, the Government of the United Arab Republic agrees that it will, in addition to the commodities to be programmed under agricultural commodities agreements between our two Governments and the 450,000 metric tons of wheat and/or wheat flour on a grain equivalent basis specified in paragraph 7 of the exchange of notes relating to the Title IV agreement signed today, import with its own resources from Free World sources, including the United States of America, during the United States Fiscal Year 1966:

"(a) Edible vegetable oils—17,500 metric tons.

"(b) Tobacco—7,000 metric tons of which not less than 1,500 metric tons must come from the United States.

"(c) Poultry—2,000 metric tons of which not less than 1,000 metric tons must come from the United States.

"2. In view of the world rice situation, no limitation is being placed on total rice exports by the United Arab Republic during the period November 1, 1965 through October 31, 1966, provided that the agreement does not result in increased availability of rice to nations unfriendly to the United States of America.

"3. The Government of the United Arab Republic agrees that Egyptian pounds received by the Government of the United States of America under the Agreement may be deposited in interest-bearing accounts in banks in the United Arab Republic selected by the Government of the United States of America.

"4. With regard to paragraph 4 of Article IV of the agreement the Government of the United Arab Republic agrees to furnish quarterly the following information in connection with each shipment of commodities received under the agreement: the name of each vessel; the date of arrival; the port of arrival; the commodity and quantity received; the condition in which received; the date unloading was completed; and the disposition of the cargo, i.e., stored, distributed locally or if shipped where shipped. In addition, the Government of

the United Arab Republic agrees to furnish quarterly: (a) a statement of measures it has taken to prevent the resale or transshipment of commodities furnished, (b) assurances that the program has not resulted in increased availability of the same or like commodities to other nations and (c) a statement by the Government showing progress made toward fulfilling commitments on usual marketings.

The Government of the United Arab Republic further agrees that the above statements will be accompanied by statistical data on imports and exports by country of origin or destination of commodities which are the same as or like those imported under the agreement.

"5. The Government of the United Arab Republic will provide, upon request of the Government of the United States of America, facilities for conversion into other non-dollar currencies of the following amounts of Egyptian pounds: (1) for purposes of Section 104(a) of the Act, $821,000 worth or two percent of Egyptian pounds accruing from sales under the agreement and payments from 104(g) loans (including principal and interest), whichever is greater, to finance agricultural market development activities in other countries; and (2) for purposes of Section 104(h) of the Act and for the purposes of the Mutual Educational and Cultural Exchange Act of 1961, up to $1 million worth of Egyptian pounds to finance educational and cultural exchange programs and activities in other countries.

"6. In addition to facilities for conversion provided in paragraph 5, the Government of the United Arab Republic will provide, upon the request of the United States Government, facilities for conversion into U.S. dollars of such Egyptian pounds as the Government of the United Arab Republic and the United States Government may agree upon.

"7. The Government of the United States of America may utilize Egyptian pounds in the United Arab Republic to pay for travel which is part of a trip in which the traveler travels from, to or through the United Arab Republic. It is understood that these funds are intended to cover only travel by persons who are traveling on official business for the Government of the United States of America or in connection with activities financed by the Government of the United States of America. It is further understood that the travel for which Egyptian pounds may be utilized shall not be limited to services provided by United Arab Republic transportation facilities.

"8. The Government of the United States may utilize Egyptian pounds accumulated under the agreement for partial payment of ocean freight costs of shipping commodities donated and shipped to the United Arab Republic under PL 480 programs, and the Government of the United Arab Republic agrees to accept Egyptian pounds from shipping companies carrying such cargo, such pounds to be used for port charges, stevedoring and other loading and unloading charges, warehousing, bunkerage, victualing and crew's purchase of personal consumables in the United Arab Republic.

"9. No purchase authorizations for wheat financed under the agreement will be issued until all the wheat available under the Title IV agreement signed today has been purchased.

"10. The Government of the United Arab Republic agrees that the total acreage planted to cotton during the coming year in the United Arab Republic will not increase above the present acreage.

"I shall appreciate receiving your Excellency's confirmation of the above understanding.

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

I have the honor to inform you, Sir, that the terms of the foregoing note are acceptable to the Government of the United Arab Republic and that the Government of the United Arab Republic considers your note and the present reply as constituting an agreement between our two Governments on this subject, the Agreement to enter into force on today's date.

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

A. KAISSOUNI

Abdel Moneim el Kaissouni
Deputy Prime Minister
Ministry of Economy

LUCIUS D. BATTLE
American Ambassador
American Embassy
Cairo, U.A.R.

UNITED ARAB REPUBLIC

Agricultural Commodities: Sales Under Title IV

Agreement signed at Cairo January 3, 1966;
Entered into force January 3, 1966.
With exchange of notes.

AGRICULTURAL COMMODITIES AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF THE UNITED ARAB REPUBLIC UNDER TITLE IV OF THE AGRICULTURAL TRADE DEVELOPMENT AND ASSISTANCE ACT, AS AMENDED

The Government of the United States of America and the Government of the United Arab Republic:

Recognizing the desirability of expanding trade in agricultural commodities between their two countries in a manner which would utilize agricultural commodities including the products thereof, produced in the United States of America to assist economic development in the United Arab Republic;

Recognizing that such expanded trade should be carried on in a manner which would not displace cash marketings of the United States of America in those commodities or unduly disrupt world prices of agricultural commodities or normal patterns of commercial trade with friendly countries;

Recognizing further that by providing such commodities to the United Arab Republic under long-term supply and credit arrangements, the resources and manpower of the United Arab Republic can be utilized more effectively for economic development without jeopardizing meanwhile adequate supplies of agricultural commodities for domestic use;

Desiring to set forth the understandings which will govern the sales, as specified below, of commodities to the United Arab Republic pursuant to Title IV of the Agricultural Trade Development and Assistance Act, [1] as amended (hereinafter referred to as the "Act");

Have agreed as follows:

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[1] 73 Stat. 610; 7 U.S.C. §§ 1731–1736.

ARTICLE I

COMMODITY SALES PROVISIONS

1. Subject to the issuance by the Government of the United States of America and acceptance by the Government of the United Arab Republic of credit purchase authorizations and to the availability of commodities under the act at the time of exportation, the Government of the United States of America undertakes to finance, during those periods specified in the table of commodities which appears below, or such longer periods as may be authorized by the Government of the United States of America, sales for United States dollars, to purchasers authorized by the Government of the United Arab Republic, of the following commodities:

Commodity	Supply Period	Approximate Maximum Quantity (Metric Tons)	Maximum Export MarketValue to be Financed (1,000)
Wheat	U.S. Fiscal Year 1966	236, 100	$13, 750
Ocean transportation (estimated)			889
Total			$14, 639

The total amount of financing provided in the credit purchase authorizations shall not exceed the above-specified export market value to be financed, except that additional financing for ocean transportation will be provided if the estimated amount for financing shipments required to be made on United States flag vessels proves to be insufficient. It is understood that the Government of the United States of America may limit the amount of financing provided in the credit purchase authorizations, as price declines or other marketing factors require, so that the quantities of commodities financed will not substantially exceed the approximate maximum quantities specified in the agreement.

2. Applications for credit purchase authorizations will be made promptly after the effective date of this Agreement. Purchase authorizations will include provisions relating to the sale and delivery of the commodities and other relevant matters.

3. The financing, sale, and delivery of commodities hereunder may be terminated by either Government if that Government determines that because of changed conditions the continuation of such financing, sale, and delivery is unnecessary or undesirable.

ARTICLE II

CREDIT PROVISIONS

1. The Government of the United Arab Republic will pay, or cause to be paid, in United States dollars to the Government of the United States of America for the commodities specified in Article I and related ocean transportation (except excess ocean transportation costs resulting from the requirement that United States flag vessel be used), the amount financed by the Government of the United States of America together with interest thereon.

2. Payments of amounts financed in connection with shipments made in each calendar year, including the applicable ocean transportation costs related to such deliveries, shall be made in 19 approximately equal annual installments. The first payment shall become due two years from the date of last delivery in any calendar year. Any annual payment may be made prior to the due date thereof.

3. Interest on the unpaid balance of the principal amount due the Government of the United States of America for commodities delivered in each calendar year will begin on the date of the last delivery of commodities in such calendar year and will be paid annually not later than the anniversary date of those deliveries. Interest shall be computed at the rate of 2½ percent per annum.

4. All payments shall be made in United States dollars and the Government of the United Arab Republic shall deposit, or cause to be deposited, such payments in the United States Treasury for credit to the Commodity Credit Corporation unless another depository is agreed upon by the two Governments.

5. The two Governments will each establish appropriate procedures to facilitate the reconciliation of their respective records of the amounts financed with respect to the commodities delivered during each calendar year.

6. For the purpose of determining the date of last delivery of commodities for each calendar year, delivery shall be deemed to have occurred as of the onboard date shown in the ocean bill of lading which has been signed or initialed on behalf of the carrier.

ARTICLE III

GENERAL PROVISIONS

1. The Government of the United Arab Republic will take all possible measures to prevent the resale or transhipment to other countries, or the use for other than domestic consumption of the agricultural commodities purchased pursuant to this agreement (unless such resale, transshipment or use is specifically approved by the Government of the United States of America); to prevent the export of any commodity of either domestic or foreign origin which is the same as or like the commodities purchased pursuant to this agreement during the

period beginning on the date of this agreement and ending on the final date on which said commodities are being received and utilized (except where such export is specifically approved by the Government of the United States of America); and to ensure that the purchase of commodities pursuant to this agreement does not result in increased availability of the same or like commodities to nations unfriendly to the United States of America.

2. The two Governments will take reasonable precautions to assure that sale and purchases of commodities pursuant to the agreement will not displace usual marketings of the United States of America in these commodities or unduly disrupt world prices of agricultural commodities or normal patterns of commercial trade of countries friendly to the United States of America.

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 United Arab Republic will furnish quarterly information on the progress of the programs, particularly with respect to the arrival and conditions of the commodities; provisions for the maintenance of usual marketings; and information relating to imports and exports of the same or like commodities.

Article IV

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 entered into pursuant to this agreement.

Article V

ENTRY INTO FORCE

The 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 Cairo in duplicate this third day of January, 1966.

Lucius D Battle	A Kaissouni
FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA:	FOR THE GOVERNMENT OF THE UNITED ARAB REPUBLIC:

The American Ambassador to the Deputy Prime Minister of the United Arab Republic

JANUARY 3, 1966

EXCELLENCY:

I have the honor to refer to the Title IV Agricultural Commodities Agreement between our two governments signed today and to confirm my Government's understanding of the following:

1. With regard to paragraph 4 of Article III of the agreement, the Government of the United Arab Republic agrees to furnish quarterly the following information in connection with each shipment of commodities received under the agreement: the name of each vessel; the date of arrival; the port of arrival; the commodity and quantity received; the condition in which received; the date unloading was completed; and the disposition of the cargo, i.e., stored, distributed locally, or if shipped, where shipped. In addition, the Government of the United Arab Republic agrees to furnish quarterly: (a) a statement of measures it has taken to prevent the resale or transshipment of commodities furnished, (b) assurances that the program has not resulted in increased availability of the same or like commodities to other nations, and (c) a statement by the Government of the United Arab Republic showing progress made toward fulfilling commitments on usual marketings, accompanied by statistical data on imports and exports by country of origin or destination of commodities which are the same as or like those imported under the agreement.

2. It is also understood that any Egyptian pounds resulting from the sale within the United Arab Republic of the commodities purchased pursuant to the agreement which are loaned by the Government of the United Arab Republic to private or non-governmental organizations shall be loaned at rates of interest approximately equivalent to those charged for comparable loans in the United Arab Republic.

3. In view of the world rice situation, no limitation is being placed on total rice exports by the United Arab Republic during the period November 1, 1965 through October 31, 1966, provided that the agreement does not result in increased availability of rice to nations unfriendly to the United States of America.

4. As agreed in conversations which have taken place between representatives of our two Governments, the Government of the United Arab Republic will use the Egyptian pounds resulting from the sale of commodities financed under the agreement for economic and social development programs as may be mutually agreed upon by our two Governments.

5. The Government of the United Arab Republic further agrees to furnish the Government of the United States of America semi-annual reports showing the total Egyptian pounds available to the Government of the United Arab Republic from the sale of the commodities

and reports listing the projects being undertaken including information on the name and location of the amount invested in each project.

6. The Government of the United Arab Republic agrees that the total acreage planted to cotton during the coming year in the United Arab Republic will not increase above the present acreage.

7. In agreeing that the delivery of commodities pursuant to the agreement should not unduly disrupt world prices of agricultural commodities or normal patterns of commercial trade with friendly countries, the Government of the United Arab Republic agrees that it will, in addition to the commodities to be programmed under agricultural commodities agreements between our two Governments, import with its own resources from free world sources, including the United States of America during the United States Fiscal Year 1966, 450,000 metric tons of wheat and/or wheat flour on a grain equivalent basis.

I shall appreciate receiving your confirmation that the foregoing also represents the understanding of the Government of the United Arab Republic.

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

LUCIUS D. BATTLE
Ambassador

Dr. ABDEL MONEIM EL KAISSOUNI
Deputy Prime Minister
Ministry of Economy
Cairo, U.A.R.

The Deputy Prime Minister of the United Arab Republic to the American Ambassador

CAIRO, *January 3, 1966*

SIR:

I have the honor to acknowledge the receipt of your note of January 3, 1966, which reads as follows:

"I have the honor to refer to the Title IV Agricultural Commodities Agreement between our two governments signed today and to confirm my Government's understanding of the following:

"1. With regard to paragraph 4 of Article III of the agreement, the Government of the United Arab Republic agrees to furnish quarterly the following information in connection with each shipment of commodities received under the agreement: the name of each vessel; the date of arrival; the port of arrival; the commodity and quantity received; the condition in which received; the date unloading was completed; and the disposition of the cargo, i.e. stored,

distributed locally, or if shipped, where shipped. In addition, the Government of the United Arab Republic agrees to furnish quarterly: (a) a statement of measures it has taken to prevent the resale or transshipment of commodities furnished, (b) assurances that the program has not resulted in increased availability of the same or like commodities to other nations, and (c) a statement by the Government of the United Arab Republic showing progress made toward fulfilling commitments on usual marketings, accompanied by statistical data on imports and exports by country of origin or destination of commodities which are the same as or like those imported under the agreement.

"2. It is also understood that any Egyptian pounds resulting from the sale within the United Arab Republic of the commodities purchased pursuant to the agreement which are loaned by the Government of the United Arab Republic to private or nongovernmental organizations shall be loaned at rates of interest approximately equivalent to those charged for comparable loans in the United Arab Republic.

"3. In view of the world rice situation, no limitation is being placed on total rice exports by the United Arab Republic during the period November 1, 1965 through October 31, 1966, provided that the agreement does not result in increased availability of rice to nations unfriendly to the United States of America.

"4. As agreed in conversations which have taken place between representatives of our two Governments, the Government of the United Arab Republic will use the Egyptian pounds resulting from the sale of commodities financed under the agreement for economic and social development programs as may be mutually agreed upon by our two Governments.

"5. The Government of the United Arab Republic further agrees to furnish the Government of the United States of America semiannual reports showing the total Egyptian pounds available to the Government of the United Arab Republic from the sale of the commodities and reports listing the projects being undertaken including information on the name and location of the amount invested in each project.

"6. The Government of the United Arab Republic agrees that the total acreage planted to cotton during the coming year in the United Arab Republic will not increase above the present acreage.

"7. In agreeing that the delivery of commodities pursuant to the agreement should not unduly disrupt world prices of agricultural commodities or normal patterns of commercial trade with friendly countries, the Government of the United Arab Republic agrees that it will, in addition to the commodities to be programmed under agricultural commodities agreements between our two Governments,

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import with its own resources from free world sources, including the United States of America during the United States Fiscal Year 1966, 450,000 metric tons of wheat and/or wheat flour on a grain equivalent basis.

"I shall appreciate receiving your confirmation that the foregoing also represents the understanding of the Government of the United Arab Republic.

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

I have the honor to inform you, Sir, that the terms of the foregoing note are acceptable to the Government of the United Arab Republic and that the Government of the United Arab Republic considers your note and the present reply as constituting an agreement between our two Governments on this subject, the Agreement to enter into force on today's date.

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

A KAISSOUNI

Abdel Moneim el Kaissouni
Deputy Prime Minister
Ministry of Economy

LUCIUS D. BATTLE
American Ambassador
American Embassy
Cairo, U.A.R.

TIAS 5951

MULTILATERAL

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

Agreement signed at Vienna June 15, 1964;
Entered into force January 13, 1966.

AGREEMENT BETWEEN THE INTERNATIONAL ATOMIC ENERGY AGENCY, THE GOVERNMENT OF THE KINGDOM OF GREECE AND THE GOVERNMENT OF THE UNITED STATES OF AMERICA, FOR THE APPLICATION OF SAFEGUARDS

WHEREAS the Government of the United States of America (hereinafter called the "United States") and the Government of the Kingdom of Greece (hereinafter called "Greece") have been co-operating on the civil uses of atomic energy under their Agreement for Cooperation of 4 August 1955, [1] as amended on 11 June 1960, 3 April 1962, 22 June 1962 [2] and 8 June 1964 [3] (hereinafter called the "Agreement for Cooperation"), which requires that equipment, devices and materials made available to Greece by the United States be used solely for peaceful purposes and establishes a system of safeguards to that end; and

WHEREAS the Agreement for Cooperation reflects the mutual recognition of the two Governments of the desirability of arranging for the International Atomic Energy Agency (hereinafter called the "Agency") to administer safeguards as soon as practicable; and

WHEREAS the Agency is, pursuant to its Statute [4] and the action of its Board of Governors, now in a position to apply safeguards to certain materials, equipment and facilities in accordance with the Agency's safeguards procedures set forth in the Safeguards Document and in the Inspectors Document; and

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

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[1] TIAS 3310; 6 UST 2635.
[2] TIAS 4837, 5250, 5251; 12 UST 1207; 13 UST 2874, 2876.
[3] Provisionally in force.
[4] TIAS 3873; 8 UST 1093.

it has appropriate provisions to do so, safeguards to such materials, equipment and facilities as are covered by this Agreement; and

WHEREAS the Board of Governors of the Agency has acted favourably upon that request on 11 June 1964;

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

ARTICLE I

Use of Materials, Devices and Facilities for Peaceful Purposes

Section 1. Greece hereby undertakes that, during the term of this Agreement, it will not use in such a way as to further any military purpose any material, equipment or facility listed in the inventory for Greece provided for in paragraphs 1 and 2 of the Annex.

Section 2. The United States hereby undertakes that, during the term of this Agreement, it will not use in such a way as to further any military purpose any special fissionable material listed in the inventory for the United States provided for in paragraph 3 of the Annex.

Section 3. The Agency hereby agrees to apply safeguards, during the term of and in accordance with the provisions of this Agreement, to materials, equipment and facilities while they are listed in the inventories provided for in the Annex, to ensure that they will not be used in such a way as to further any military purpose, provided that there need be no application of safeguards to:

(a) Nuclear materials, except to the extent that the quantity of PN material of that type in the State, including that listed in the inventory provided for in the Annex, is in excess of:

  (i) In the case of natural uranium or depleted uranium with a uranium-235 content of 0.5 per cent or greater—10 metric tons;

  (ii) In the case of depleted uranium with a uranium-235 content of less than 0.5 per cent—20 metric tons;

  (iii) In the case of thorium—20 metric tons;

  (iv) In the case of special fissionable material: plutonium, uranium-233 or fully enriched uranium or its equivalent in the case of partially enriched uranium—200 grams;

(b) Reactors specified by Greece and determined by the Agency to have a maximum calculated power for continuous operation of less than three thermal megawatts, provided that the total such power of the reactors thus specified by Greece under this and all other agreements providing for safeguards by the Agency in Greece may not exceed 6 thermal megawatts;

(c) Mines, mining equipment or ore-processing plants.

Section 4. Greece and the United States undertake to facilitate the application of such safeguards and to co-operate with the Agency and each other to that end.

Section 5. The United States agrees that its rights under Article VI of the Agreement for Cooperation to apply safeguards to equipment, devices and materials subject to that Agreement will be suspended with respect to materials, equipment and facilities while they are listed in the inventory for Greece provided for in the Annex. It is understood that no other rights and obligations of the United States and Greece between each other under Article VI and under other provisions of the Agreement for Cooperation, including those arising by reason of paragraph B of Article VII will be affected by this Agreement. If the Board determines, pursuant to Section 15(a) or otherwise, that the Agency is unable to apply safeguards to any such material, equipment or facility, it shall thereby be removed from such inventory until the Board determines that the Agency is able to apply safeguards to it.

Article II

Application of Agency Safeguards

Section 6. An initial inventory of all the materials, equipment and facilities which are within the jurisdiction of Greece and subject to the Agreement for Cooperation and which are within the scope of the Agency safeguards system shall be prepared by the two Governments and submitted to the Agency. Upon the entry into force of this Agreement, the Agency will commence applying safeguards to such materials, equipment and facilities. Thereafter Greece and the United States shall jointly notify the Agency of:

(a) Any transfer from the United States to Greece under their Agreement for Cooperation of materials, equipment or facilities which are within the scope of the Agency's safeguards system;

(b) Any transfer from Greece to the United States of any special fissionable material included in the inventory pursuant to Section 8.

Such materials, equipment and facilities shall be listed in the respective inventory provided for in the Annex, within thirty days of receipt of such notification by the Agency and thereupon become subject to safeguards by the Agency, unless the Agency notifies the two Governments that it is unable to apply safeguards thereto.

Section 7. The notification by the two Governments provided for in Section 6 shall normally be sent to the Agency not more than two weeks after the material, equipment or facility arrives in the recipient country, except that shipments of natural uranium, depleted uranium, or thorium in quantities not exceeding one ton shall not be subject to

the two-week notification requirement but shall be reported to the Agency at quarterly intervals. Such notification shall include the type, form and quantity of the material and/or the type and capacity of the equipment or facility involved, the date of shipment, the date of receipt, the identity of the recipient and any other relevant information. The two Governments also undertake to give the Agency as much advance notice as possible of the transfer of large quantities of nuclear materials or major equipment or facilities. Design information pertinent to safeguards and concerning the facilities listed in the inventory provided for in paragraphs 1(a) and 2 of the Annex shall also be provided to the Agency by the Party concerned at the request of the Agency.

Section 8. Greece shall notify the Agency, by means of its routine safeguards reports, of any special fissionable material it has produced, during the period covered by the report, in or by the use of any of the materials, equipment or facilities listed in the principal part of the inventory for Greece provided for in the Annex. Upon receipt by the Agency of the notification, such produced material shall be listed in that inventory, provided that any material so produced shall be deemed to be listed and therefore to be subject to safeguards by the Agency from the time it is produced. The Agency may verify the calculations of the amounts of such materials; appropriate adjustment in the inventory provided for in the Annex will be made by agreement of the Parties to the Agreement concerned. Pending final agreement of the Parties concerned the Agency's calculations will govern.

Section 9. Greece and the United States shall jointly notify the Agency of the return to the United States of any materials, equipment or facilities listed in the inventory for Greece provided for in the Annex. Upon receipt thereof by the United States:

(a) Materials described in Section 6(b) shall be transferred from the inventory for Greece to the inventory for the United States;

(b) Other materials, and equipment or facilities shall be deleted from the inventory provided for in the Annex.

Section 10. Greece and the United States shall jointly notify the Agency of any transfer of materials, equipment or facilities listed in the inventory provided for in the Annex to a recipient which is not under the jurisdiction of either Greece or the United States. Such materials, equipment or facilities shall thereupon be deleted from such inventory, provided that:

(a) Safeguards by the Agency continue to apply to such materials, equipment or facilities; or

(b) Other safeguards, generally consistent with Agency safeguards and acceptable to Greece and the United States, will apply to such materials, equipment or facilities, provided that

in the case of materials included in the inventory pursuant to Section 6(b) or 8 such other safeguards are also acceptable to the Agency.

Section 11. The notifications by the two Governments provided for in Sections 9 and 10 shall be sent to the Agency at least two weeks before the material, equipment or facility is transferred. In other respects these notifications shall conform, as far as appropriate, to the requirements of Section 7.

Section 12. Agency safeguards applied to nuclear material pursuant to this Agreement will be suspended while such material is transferred, to any other State or group of States or to an international organization, solely for the purpose of processing, reprocessing or testing, under an agreement approved by the Agency and within the scope of the Agreement for Cooperation, or is transferred, under an arrangement approved by the Agency, to a facility within Greece or the United States of America to which safeguards are not applied, provided that:

(a) The agreement or the arrangement requires that there be placed under safeguards by the Agency, at a time to be agreed and with due allowance for processing losses, an amount of the same type of nuclear material at least equal to such transferred material and not otherwise subject to safeguards (hereinafter called "substituted material"); or

(b) The quantities of such transferred material are not at any time in excess of:

(i) In the case of natural uranium or depleted uranium with a uranium-235 content of 0.5 per cent or greater—10 metric tons;

(ii) In the case of depleted uranium with a uranium-235 content of less than 0.5 per cent—20 metric tons;

(iii) In the case of thorium—20 metric tons;

(iv) In the case of special fissionable material: plutonium, uranium-233 or fully enriched uranium or its equivalent in the case of partially enriched uranium—1000 grams.

In the case of materials listed in the inventory pursuant to Section 6(b), the Agency undertakes to give any requisite approvals necessary to allow the suspension of safeguards within the United States.

Section 13. In the event material is substituted as provided for in Section 12, that substituted material will be listed in the inventory provided for in the Annex in place of the original produced material as of the date of substitution. Safeguards suspended pursuant to Section 12 will remain suspended for as long as the substituted material remains subject to Agency safeguards or as long as the quantities

of the materials for which no substitution was made do not exceed the limits specified in Section 12(b). When and if the original produced material is returned to the safeguards system provided for by this Agreement, that material will be listed in the inventory provided for in the Annex in place of the substituted material.

Section 14. The safeguards to be applied by the Agency are those procedures specified in Part V of the Safeguards Document, provided that the procedures for notification of transfers shall be as set forth in this Agreement.

Section 15. If the Board determines, in accordance with Article XII.C of the Statute, [1] that there has been any non-compliance with this Agreement, the Board shall call upon the State concerned to remedy forthwith such non-compliance and shall make such reports as may be appropriate. In the event of failure by such State to take fully corrective action within a reasonable time:

(a) The Agency shall be relieved of its responsibility under Section 3 to apply safeguards for such time as the Board determines the Agency cannot effectively apply the safeguards provided for in this Agreement; and

(b) The Board may take any other measures prescribed in Article XII.C of the Statute.

The Agency shall promptly notify the Parties in the event of any determination by the Board pursuant to this Section.

Article III

Agency Inspectors

Section 16. Agency inspectors performing functions pursuant to this Agreement shall be governed by paragraphs 1 through 7 and 9, 10, 12 and 14 of the Inspectors Document and by paragraph 41 of the Safeguards Document. Whenever the United States avails itself of the provisions of Section 12(a) with respect to any material listed in the inventory pursuant to Section 6(b), it is understood that, with respect to the right of access of Agency inspectors within the United States of America, the requirements of paragraph 9 of the Inspectors Document shall be satisfied by affording Agency inspectors access at all times to the substituted materials.

Section 17. Greece shall apply the provisions of the Agreement on the Privileges and Immunities of the Agency [2] to Agency inspectors performing functions consequent upon this Agreement and to any property of the Agency used by them.

[1] TIAS 3873; 8 UST 1107.
[2] 374 UNTS 147.

Section 18. The provisions of the International Organizations Immunities Act [1] of the United States shall apply to Agency inspectors performing functions in the United States of America under this Agreement and to any property of the Agency used by them.

ARTICLE IV

Use of Information by the Agency

Section 19. The Agency shall not publish nor communicate to any State, organization or person not on its staff any information obtained by it under this Agreement, other than summarized information about the inventories provided for in the Annex, except with the consent of the Government of the State to which the information relates. Specific details concerning safeguards aspects of the nuclear energy programmes of either Greece or the United States may be disseminated to the Board and to appropriate Agency staff members as necessary for the Agency to fulfil its safeguards responsibilities under this Agreement.

ARTICLE V

Finance

Section 20. In connection with the implementation of this Agreement all expenses incurred by or at the written request or direction of the Agency, its inspectors or other officials shall be borne by the Agency, and neither Greece nor the United States shall be required to bear any expenses for equipment, accommodation, or transport furnished pursuant to paragraph 6 of the Inspectors Document.

ARTICLE VI

Settlement of Disputes

Section 21. Any dispute arising out of the interpretation or application of this Agreement which is not settled by negotiation or as may otherwise be agreed by the Parties concerned, shall on the request of any Party be submitted to an arbitral tribunal composed as follows:

(a) If the dispute involves only two of the Parties to this Agreement, all three Parties agreeing that the third is not concerned, the two Parties involved shall each designate one arbitrator, and the two arbitrators so designated shall elect a third, who shall be the Chairman. If within thirty days of the request for arbitration either Party has not designated an arbitrator, either Party to the dispute may request the President of the International Court of Justice to appoint an arbitrator. The

[1] 59 Stat. 669; 22 U.S.C. § 288 note.

same procedure shall apply if, within thirty days of the designation or appointment of the second arbitrator, the third arbitrator has not been elected.

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

A majority of the members of the arbitral tribunal shall constitute a quorum, and all decisions shall be made by majority vote. The arbitral procedure shall be fixed by the tribunal. Upon application by any Party, and if necessary to ensure that this Agreement continues to function effectively, the arbitral tribunal shall be empowered to make interim decisions and to issue interim orders pending a final decision on any dispute, except with respect to matters covered by Section 22. The final decision and interim orders and decisions of the tribunal, including all rulings concerning its constitution, procedure, jurisdiction and the division of the expenses of arbitration between the Parties, shall be binding on all Parties and shall be implemented by them. The remuneration of the arbitrators shall be determined on the same basis as that of ad hoc judges of the International Court of Justice under Article 32, paragraph 4, of the Statute of the Court. [1]

Section 22. Decisions of the Board concerning the inability of the Agency to apply safeguards or concerning any non-compliance with this Agreement, taken pursuant to Section 6 or 15, shall, if they so provide, immediately be given effect by the Parties, pending the conclusion of any consultation, negotiation or arbitration that may be or may have been invoked with regard to the dispute.

Article VII

Agency Safeguards System and Definitions

Section 23. The terms "application of safeguards", "Board", "depleted uranium", "Director General", "nuclear material", "PN material", "reactor", "special fissionable material" and "Statute" have the same meaning in this Agreement and the Annex hereto as they do in the Safeguards Document. The term "substituted material" refers to

[1] TS 993; 59 Stat. 1059.

material described in Section 12(a). "Equivalent" amounts of special fissionable materials for purposes of Sections 3(a) (iv) and 12(b) (iv) shall be as defined by the equation in the Appendix to the Safeguards Document; the equivalent amounts of plutonium and U^{233} are the same as for fully enriched uranium. "Party" shall mean the Agency, Greece or the United States.

Section 24. The terms "Agency safeguards system" and "Agency safeguards" refer to the procedures for safeguarding reactors with less than 100 megawatts thermal output, the related nuclear materials and small research and development facilities, as set forth in the Safeguards Document (INFCIRC/26, approved by the Board on 31 January 1961) and, with respect to Agency inspectors, the Inspectors Document (GC(V)/INF/39, Annex, placed in effect by the Board on 29 June 1961). In the event the Agency modifies those documents or the scope of the system, the Parties may agree to apply any or all such modifications for purposes of this Agreement.

ARTICLE VIII

Amendment, Entry into Force and Duration

Section 25. Upon the request of any Party there shall be consultations among them concerning the amendment of this Agreement.

Section 26. This Agreement shall enter into force, after signature by or for the Director General and by the authorized representatives of Greece and of the United States, on the date on which the Agency accepts the initial inventory provided for in Section 6. [1]

Section 27. This Agreement shall remain in force until 27 July 1974 unless sooner terminated by any Party upon six months' notice to the other Parties or as may otherwise be agreed.

DONE in Vienna, this 15th day of June 1964, in triplicate in the English language.

For the INTERNATIONAL ATOMIC ENERGY AGENCY:

SIGVARD EKLUND

For the GOVERNMENT OF THE KINGDOM OF GREECE:

EMMANUEL SPYRIDAKIS

For the GOVERNMENT OF THE UNITED STATES OF AMERICA:

HENRY D. SMYTH

[SEAL]

[1] Jan. 13, 1966.

ANNEX

MATERIALS, EQUIPMENT AND FACILITIES SUBJECT TO AGENCY SAFEGUARDS

Inventories, with respect to Greece and with respect to the United States, of the materials, equipment and facilities subject to safeguards by the Agency pursuant to this Agreement shall be currently maintained by the Agency on the basis of the notifications, agreements and determinations provided for in Article II of this Agreement, and on the basis of the safeguards reports submitted by the Governments pursuant to this Agreement. These inventories will be considered integral parts of this Agreement, and the Agency will communicate them routinely to Greece and to the United States every three months and also within two weeks of the receipt of a special request therefor from one of the Governments.

1. The principal part of the inventory with respect to Greece will consist of at least the following categories:

   (a) Equipment and facilities transferred to Greece;

   (b) Material transferred to Greece, and any substituted material;

   (c) Special fissionable materials produced in Greece, as specified in Section 8 of this Agreement, and any substituted material; and

   (d) Nuclear materials utilized in or recovered from any materials, equipment or facilities listed in the principal part of this inventory, and any substituted material.

2. The subsidiary part of the inventory with respect to Greece will contain any other equipment or facility while it is using, fabricating or processing any material listed in the principal part of this inventory.

3. The inventory with respect to the United States will contain any special fissionable material of whose transfer from Greece the Agency has been notified pursuant to Section 6(b) of this Agreement, and any substituted material.

MULTILATERAL

Whaling [1]

Amendments to the Schedule to the International Whaling Convention signed at Washington December 2, 1946.
Adopted at the Seventeenth Meeting of the International Whaling Commission, London, July 2, 1965;
Entered into force October 6, 1965, and January 4, 1966.

INTERNATIONAL WHALING COMMISSION
EAST BLOCK, WHITEHALL PLACE, LONDON, S.W.1
Telephone: TRAFALGAR 7711 (Extension 383)
Chairman: M. N. SUKHORUCHENKO (U.S.S.R.) *Vice-Chairman:*
Secretary: R. S. WIMPENNY

ASXVII 7TH JULY, 1965

SIR,

Circular letter to all Contracting Governments
International Whaling Convention, 1946 [2]
Amendments to the Schedule

The Seventeenth Annual Meeting of the Commission closed on Friday 2nd July, 1965. You will be notified as soon as possible of the various decisions taken by the Commission. I am, however, advising you forthwith of the agreed amendments to the Schedule.

The Schedule amendments are as follows:-

Paragraph 4(1)	Insert (a) before the existing sentence Add a new sentence:- (b) It is forbidden to kill or attempt to kill blue whales in the North Pacific Ocean and its dependent waters north of the Equator for five years beginning with the 1966 season.
Paragraph 6	Add two new sub-paragraphs. (4) It is forbidden to kill or attempt to kill humpback whales in the North Pacific Ocean and its dependent waters north of the Equator during the 1966 season.

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[1] See also TIAS 6120; *post*, p. 1640.
[2] TIAS 1849; 62 Stat. (pt. 2) 1716, 1723.

(5) It is forbidden to use a whale catcher attached to a factory ship for the purpose of killing or attempting to kill sperm whales in the waters between 40° South Latitude and 40° North Latitude.

Paragraph 8(a) Delete the words "ten thousand blue whale units in 1963/64" in the third and fourth lines and substitute the following:–

"4,500 blue whales units in 1965/66. There shall be further reductions for the years 1966/67 and 1967/68 that will assure that the total catch for 1967/68 will be less than the combined sustainable yields of the fin and sei stocks as determined on the basis of more precise scientific evidence.

Paragraph 8(c) Delete "9,000" in the sixth line and substitute the words "85 per cent of whatever total catch limit is imposed by the Commission".

In accordance with the provisions of Article V of the Convention these amendments will become effective with respect to each Contracting Government ninety days following the date of this letter, unless any Contracting Government lodges an objection in which case the procedure under Article V(3) will be followed.

The ninety-day period is deemed to expire at midnight on 5th October, 1965 and in the absence of objections by that date the amendments will become effective and you will be notified accordingly.

It is requested that you acknowledge the receipt of this letter. A copy is being sent to each Commissioner.

I am, Sir,

Your obedient Servant,

R S Wimpenny

R. S. Wimpenny
Secretary to the Commission

INTERNATIONAL WHALING COMMISSION
EAST BLOCK, WHITEHALL PLACE, LONDON, S.W.1
Telephone: TRAFALGAR 7711 (Extension 383)
Chairman: M. N. SUKHORUCHENKO (U.S.S.R.) *Vice-Chairman:* W. C. TAME (U.K.)
Secretary: R. S. WIMPENNY

A.S. XVII 15TH SEPTEMBER, 1965.

Circular Communication to all Contracting Governments

International Whaling Convention, 1946

Amendments of Schedule

The Secretary refers to his circular communication of 7th July, 1965 about the amendments to the Schedule to the Convention which the Commission agreed upon at the Seventeenth Meeting.

In a letter dated 10th September, 1965 from the Soviet Commissioner, a copy of which is enclosed, [1] the Secretary has been informed that the Soviet Government object to the amendment to paragraph 6(5) of the Schedule.

In accordance with Article V(3) of the Convention the amendment to paragraph 6(5) will now remain inoperative for an additional period of 90 days from 5th October, 1965, that is until midnight on 3rd January, 1966, when in the absence of further objections the amendment to paragraph 6(5) will then become binding on all Contracting Governments except the Soviet Government.

It will be noted from the Soviet Commissioner's letter that the Soviet Government withdraws the objection lodged against the amendment made by the Commission at the Sixteenth Meeting to paragraph 6(3) of the Schedule with the effect of closing the waters between 40° and 55° south latitude and 0° and 80° east longitude to the killing of blue whales.

The Secretary requests an acknowledgement of the receipt of this letter, a copy of which is being sent to all Commissioners.

[1] *Post*, p. 38.

[Enclosure]

COPY

Moscow
September 10th, 1965

DEAR MR. WIMPENNY,

The International Whaling Commission at its Seventeenth Meeting adopted the amendment (Para 6(5)) to the Schedule providing the prohibition to use a whale catcher attached to a factory ship for the purpose of killing or attempting to kill sperm whales in the waters between 40°S and 40°N.

From our specialists' point of view such a prohibition to kill sperm whales in the area in question has no sufficient ground, therefore at the Commission Meeting the Soviet Delegation voted against approval of that amendment to the Schedule.

In accordance with the provisions of Paragraph 3, Article V of the Convention the Soviet Party objects to the amendment (Para 6(5)) to the Schedule and considers it to be invalid for itself.

At the same time the Soviet Party would like to inform the Commission that it withdraws the objection to the amendment to Paragraph 6(3) of the Schedule concerning the closure of the last area remaining open for killing blue whales, i.e. the waters between 40° and 55°S between 0° and 80°E.

Sincerely yours,

M. SUKHORUCHENKO
Commissioner for the USSR

Mr. R. S. WIMPENNY
the Secretary,
International Whaling Commission,
East Block, Whitehall Place,
London, S.W.1

INTERNATIONAL WHALING COMMISSION
EAST BLOCK, WHITEHALL PLACE, LONDON, S.W.1
Telephone: TRAFALGAR 7711 (Extension 383)
Chairman: M. N. SUKHORUCHENKO (U.S.S.R.) *Vice-Chairman:* W. C. TAME (U.K.)
Secretary: R. S. WIMPENNY

AS. XVII 6TH OCTOBER, 1965.

Circular Communication to all Contracting Governments

International Whaling Convention, 1946

Amendments to Schedule

The Secretary refers to his circular communication of 7th July, 1965 about the amendments to the Schedule to the Convention which the Commission agreed upon at the Seventeenth Meeting.

No objections have been received to the amendments proposed to paragraphs 4(1), 6(4), 8(a) and 8(c) of the Schedule, and these amendments, which are repeated overleaf, [1] therefore become binding on all Contracting Governments from 6th October, 1965.

The amendment to paragraph 6(5) has been objected to by the Soviet Government and the Government of Japan and this amendment is now subject to the proceedings as set out in the Secretary's letter of 15th September, 1965 that is, the amendment to paragraph 6(5) will now remain inoperative for an additional period of 90 days from 5th October, 1965, that is until midnight on 3rd January, 1966, when in the absence of further objections the amendment to paragraph 6(5) will then become binding on all Contracting Governments except the Soviet Government and the Government of Japan. A copy of the letter from the Japanese Ambassador is enclosed: [2] it will be noted from this that the Government of Japan now withdraws the objection lodged against the amendment made by the Commission at the Sixteenth Meeting to paragraph 6(3) of the Schedule with the effect of closing the waters between 40° and 55° south latitude and 0° and 80° east longitude to the killing of blue whales.

The Secretary requests an acknowledgement of the receipt of this letter, a copy of which is being sent to all Commissioners.

Schedule amendments made at the Seventeenth Meeting which come into force 6th October, 1965:–

Paragraph 4(1) Insert (a) before existing sentence

Add a new sentence:–

(b) It is forbidden to kill or attempt to kill blue whales in the North Pacific Ocean and its depend-

[1] *Infra.*
[2] *Post*, p. 40.

ent waters north of the Equator for five years beginning with the 1966 season.

Paragraph 6 — Add new sub-paragraph.

(4) It is forbidden to kill or attempt to kill humpback whales in the North Pacific Ocean and its dependent waters north of the Equator during the 1966 season.

Paragraph 8(a) — Delete the words "ten thousand blue whale units in 1963/64" in the third and fourth lines and substitute the following:–

4,500 blue whale units in 1965/66. There shall be further reductions for the years 1966/67 and 1967/68 that will assure that the total catch for 1967/68 will be less than the combined sustainable yields of the fin and sei stocks as determined on the basis of more precise scientific evidence.

Paragraph 8(c) — Delete "9,000" in the sixth line and substitute the words "85 per cent of whatever total catch limit is imposed by the Commission".

[Enclosure]

COPY

EMBASSY OF JAPAN
United Kingdom

The Ambassador of Japan presents his compliments to the Secretary to The International Whaling Commission and has the honour, under instructions from the Government of Japan, to inform the Secretary as follows:–

(A) The Government of Japan presents its objection, in accordance with the provisions of paragraph 3 of Article 5 of the International Convention for the Regulation of Whaling of 1946, to the amendment of paragraph 6(5) of the Schedule to the above mentioned Convention which was decided at the Seventeenth Meeting of the Commission, since the Government of Japan considers that the amendment is not based on sufficient scientific findings.

(B) The Government of Japan withdraws its objection to the amendment of paragraph 6(3) of the schedule to the above mentioned Convention which was decided at the sixteenth Meeting of the Commission.

LONDON: *1st October 1965.*

TIAS 5953

INTERNATIONAL WHALING COMMISSION
EAST BLOCK, WHITEHALL PLACE, LONDON, S.W.1
Telephone: TRAFALGAR 7711 (Extension 383)
Chairman: M. N. SUKHORUCHENKO (U.S.S.R.) *Vice-Chairman:* W. C. TAME (U.K.)
Secretary: R. S. WIMPENNY

A.S. XVII 2ND NOVEMBER, 1965.

Circular Communication to all Contracting Governments

International Whaling Convention, 1946

Amendments to Schedule

The Secretary refers to his circular communication of 7th July, 1965 about the amendments to the Schedule to the Convention which the Commission agreed upon at the Seventeenth Meeting.

In addition to the objections already received from the Soviet Government and the Government of Japan, an objection to the amendment to paragraph 6(5) has now been received from the Norwegian Government and a copy of the letter from the Norwegian Counsellor dated 20th October, 1965 is enclosed. [1] In accordance with Article V(3) of the Convention, the amendment to paragraph 6(5) remains inoperative until midnight on 3rd January, 1966, when, in the absence of further objections, the amendment to paragraph 6(5) will become binding on all Contracting Governments except the Soviet Government, the Government of Japan, and the Norwegian Government.

It will also be noted that the Norwegian Government now withdraws the objection lodged against the amendment to paragraph 6(3) of the Schedule made at the 16th Meeting of the Commission.

A copy of a letter received from the United Kingdom Commissioner is also enclosed [2] from which it will be noted that the United Kingdom Government also withdraws its objection to paragraph 6(3) of the Schedule.

The Secretary requests an acknowledgement of this letter a copy of which is being sent to all Commissioners.

[1] *Post*, p. 42.
[2] *Post*, p. 43.

[Enclosure]

ROYAL NORWEGIAN EMBASSY
25, BELGRAVE SQUARE,
LONDON S. W. 1
TELEPHONE: BELGRAVIA 7151

LONDON, *20th October, 1965.*

SIR,

Upon instructions from the Royal Norwegian Ministry of Foreign Affairs I have the honour to convey the following communication from the Norwegian Government:

(A) The Government of Norway has been informed of the objections made by the U.S.S.R. and Japan to the amendment of paragraph 6 (5) of the Schedule to the International Whaling Convention, which was decided at the Seventeenth Meeting of the Commission.

As a result of the objections having been presented by the two Governments, the Government of Norway formally declares that Norway objects to the amendment of paragraph 6 (5) of the Schedule, which was adopted at the Seventeenth Meeting of the Commission.

(B) The Government of Norway withdraws its objection to the amendment of paragraph 6 (3) of the Schedule to the International Whaling Convention, which was decided at the Sixteenth Meeting of the Commission.

Yours faithfully,

GEORG KNAP THESTRUP
(Georg Knap Thestrup)
Counsellor

R. S. WIMPENNY, Esq.,
Secretary,
International Whaling Commission,
East Block,
Whitehall Place,
London, S.W.1.

[Enclosure]

MINISTRY OF AGRICULTURE, FISHERIES AND FOOD
WHITEHALL PLACE, LONDON S.W.1
TELEPHONE: TRAFALGAR 7711, EXT.

Our ref:
FGB. 23464

29TH OCTOBER, 1965.

DEAR SIR,

I am writing to tell you that the United Kingdom withdraws its objection to the amendment made by the Commission at the Sixteenth Meeting to paragraph 6(3) of the Schedule, which has the effect of closing the waters between 40° and 55° south latitude and 0° and 80° east longitude to the killing of blue whales.

Yours faithfully,

W. C. TAME

(W. C. Tame)
U.K. Commissioner.

R. S. WIMPENNY, Esq., O.B.E.,
Secretary,
International Whaling Commission,
Whitehall Place East, S.W.1.

INTERNATIONAL WHALING COMMISSION
EAST BLOCK, WHITEHALL PLACE, LONDON, S.W.1
Telephone: TRAFALGAR 7711 (Extension 383)

Chairman: M. N. SUKHORUCHENKO (U.S.S.R.) *Vice-Chairman:* W. C. TAME (U.K.)
Secretary: R. S. WIMPENNY

A.S. XVII 4TH JANUARY, 1966

Circular Communication to all Contracting Governments

International Whaling Convention, 1946

Amendments to Schedule

The Secretary refers to his circular communication of 2nd November, 1965, notifying Commissioners that besides objections received from the Soviet Government and the Government of Japan to the amendment to paragraph 6(5) of the Schedule, the Norwegian Government had also registered its objection to this amendment.

No further objections have been received and, in accordance with Article V(3) of the Convention, the amendment to paragraph 6(5) of the Schedule comes into operation with effect from 4th January, 1966, except for the Soviet Government, the Government of Japan and the Norwegian Government.

The Secretary requests an acknowledgement of this letter which is being sent to all Commissioners.

VIET-NAM

Telecommunications: Television Broadcasting in Viet-Nam

Agreement effected by exchange of notes
Signed at Saigon January 3, 1966;
Entered into force January 3, 1966.

The American Embassy to the Vietnamese Ministry of Foreign Affairs

No. 161

The Embassy of the United States of America presents its compliments to the Ministry of Foreign Affairs of the Republic of Vietnam and has 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 Republic of Vietnam concerning the desirability of commencing television broadcasting in the Republic of Vietnam for U.S. Armed Forces and for the people of South Vietnam.

It is understood that the Government of the Republic of Vietnam agrees to and authorizes herewith the installation and operation of telecasting stations by the United States Government within, or in close proximity to, those areas in the Republic of Vietnam where United States military units are located. Specifically, locations within the Republic of Vietnam where telecasting facilities are authorized are: Saigon, Cantho, Danang-Hue, Nhatrang, Qui Nhon, Pleiku, Ban Me Thuot, and Quang Ngai. If it is desired to establish telecasting facilities at other locations at a later date, such locations will be determined by mutual agreement. These stations are intended to promote the information, education and entertainment of members of the United States Armed Forces.

The technical characteristics of the television transmitting and other equipment will be also mutually agreed upon by appropriate representatives of the Governments of the United States and Vietnam. The United States Government will assume complete responsibility for the procurement, installation, operating and maintenance of the telecasting facilities of the Armed Forces Radio and Television service.

The United States Government, subject to the availability of appropriated funds, will assist the Government of Vietnam by providing, to the extent mutually agreed by representatives of our two Govern-

ments, separate channel facilities for telecasting by the Government of Vietnam, by training Vietnamese personnel in programming and operating such facilities, and by providing initial receiving equipment and maintenance services, and programming and other materials to the Government of Vietnam.

The United States Government and the Government of the Republic of Vietnam agree that all use of United States Armed Forces radio and television communications facilities and Government of Vietnam television communications facilities will take into account the rules of the International Telecommunications Convention [1] and the Radio Regulations annexed thereto [2], which bind both the United States and the Republic of Vietnam.

The Government of Vietnam agrees that equipment and other materials for the purposes of this agreement may be imported and exported freely and will be exempt from all Vietnamese duties, taxes and other charges.

It is understood that should the United States Government desire to remove its transmitting facilities before acquisition by the Government of the Republic of Vietnam of adequate transmitting facilities in major population centers, such removal shall take place only after consultation between the two Governments.

It is understood that the present Note, together with the reply of the Government of the Republic of Vietnam concurring therein, will constitute an agreement between the Government of the United States of America and the Government of the Republic of Vietnam, which shall enter into force on the date of the reply.

The Embassy of the United States of America takes this opportunity to extend to the Ministry of Foreign Affairs of the Republic of Vietnam renewed assurances of its highest consideration.

HENRY CABOT LODGE
U.S. Ambassador
Viet Nam

EMBASSY OF THE UNITED STATES OF AMERICA,
Saigon, January 3, 1966.

[1] TIAS 4892; 12 UST 1761.
[2] TIAS 4893, 5603; 12 UST 2377; 15 UST 887.

The Vietnamese Ministry of Foreign Affairs to the American Embassy

RÉPUBLIQUE DU VIÊTNAM

MINISTÈRE DES AFFAIRES ÉTRANGÈRES

Le Ministre

NO 005 TTK

NOTE

The Ministry of Foreign Affairs presents its compliments to the Embassy of the United States of America and would like to refer to conversations between representatives of the Government of the Republic of Vietnam and the Government of the United States of America concerning the desirability of commencing television broadcasting in the Republic of Vietnam for U.S. Armed Forces and for the people of South Viet-Nam.

The Ministry has the honour to acknowledge receipt of the Embassy's Note of the 3rd January 1966 and to inform the Embassy of the United States of America that the Government of the Republic of Vietnam agrees to and authorizes herewith the installation and operation of telecasting stations by the United States Government within, or in close proximity to, those areas in the Republic of Vietnam where United States military units are located, Specifically, locations within the Republic of Viet-Nam where telecasting facilities are authorized are: Saigon, Cantho, Đanang-Hue, Nhatrang, Qui-Nhon, Pleiku, Ban-Me-Thuot, and Quang-Ngai. If it is desired to establish telecasting facilities at other locations at a later date, such locations will be determined by mutual agreement. These stations are intended to promote the information, education and entertainment of members of the United States Armed Forces.

The technical characteristics of the television transmitting and other equipment will be also mutually agreed upon by appropriate representatives of the Governments of the Republic of Vietnam and of the United States of America.

It is further agreed that the United States Government will assume complete responsibility for the procurement, installation, operating and maintenance of the telecasting facilities of the Armed Forces Radio and Television service; that the United States Government, subject to the availability of appropriated funds, will assist the Government of Vietnam by providing, to the extent mutually agreed by representatives of our two Governments, separate channel facilities for telecasting by the Government of Viet-Nam, by training Vietnamese personnel in programming and operating such facilities, and by providing initial receiving equipment and maintenance services, and programming and other materials to the Government of Vietnam.

The Government of the Republic of Vietnam and the Government of the United States of America agree that all use of United

States Armed Forces radio and Television communications facilities and Government of Vietnam television communications facilities will take into account the rules of the International Telecommunications Convention and the Radio Regulations annexed thereto, which bind both the United States and the Republic of Viet-Nam.

The Government of the Republic of Vietnam agrees that equipment and other materials for the purposes of this agreement may be imported and exported freely and will be exempt from all Vietnamese duties, taxes and other charges, being understood that should the United States Government desire to remove its transmitting facilities before acquisition by the Government of the Republic of Vietnam of adequate transmitting facilities in major population centers, such removal shall take place only after consultation between the two Governments.

The present Note, as a reply to and together with the Embassy's Note concurring therein, will constitute an agreement between the Government of the Republic of Vietnam and the Government of the United States of America, which shall enter into force on the date of to-day 3rd of January, 1966.

The Ministry of Foreign Affairs avails itself of this opportunity to renew to the Embassy of the United States of America the assurances of its highest consideration.

SAIGON, *3 January 1966*

TRAN VAN DO
Dr. Tran-Van-Do
Minister of Foreign Affairs

HENRY CABOT LODGE
U.S. Ambassador, Viet Nam

EMBASSY OF THE
UNITED STATES
OF AMERICA
Saigon

ICELAND

Agricultural Commodities: Sales Under Title IV

Agreement amending the agreement of December 30, 1964.
Effected by exchange of notes
Signed at Reykjavik January 25, 1966;
Entered into force January 25, 1966.

The American Ambassador to the Icelandic Minister for Foreign Affairs

No. 93 REYKJAVIK, *January 25, 1966.*

EXCELLENCY:

I have the honor to refer to the Title IV Agricultural Commodities Agreement between the Government of the United States of America and the Government of Iceland signed in Reykjavik December 30, 1964 [1] and to propose that:

1. The Commodity Table in Article I of the Agreement be amended by adding for the supply period of calendar year 1966, 10,280 metric tons of cracked corn and/or cornmeal having the market value of $800,000, 4,957 metric tons of wheat and/or wheatflour having the market value of $600,000, and 227 metric tons of tobacco and/or tobacco products having the market value of $500,000; by increasing the estimated value of the ocean transportation to $458,000; and by increasing the total value to $3,498,000.

2. Paragraph number three of Article II of the Agreement be amended to read as follows: "3. Interest on the unpaid balance of the principal amount due the Government of the United States of America for commodities delivered through December 31, 1965 shall be computed at the rate of four per cent per annum and for commodities delivered after December 31, 1965 shall be computed at the rate of four and one quarter per cent per annum. Interest on each such unpaid balance shall begin on the date of the last delivery of commodities in the calendar year and shall be paid annually not later than the date on which the annual payment of the principal becomes due."

3. The following be added at the end of the sixth paragraph of the

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[1] TIAS 5713; 15 UST 2241; see also TIAS 6043; *post*, p. 839.

United States Note No. 40 of December 30, 1964 relating to the Agreement: "; and import from free world sources, including the United States of America, during calendar year 1966 or any subsequent period during which the commodities purchased under the Agreement are being imported, 5,000 metric tons of wheat and/or wheat flour on a grain equivalent basis, $550,000 worth of tobacco and/or tobacco products from the United States of America, and 15,000 metric tons of feedgrains from the United States of America."

4. This note and your affirmative reply shall constitute an Agreement between our two Governments, which shall enter into force on the date of your reply.

Accept, Excellency, the assurances of my highest consideration.

JAMES K. PENFIELD

His Excellency
EMIL JONSSON,
Minister for Foreign Affairs,
Reykjavik.

The Icelandic Minister for Foreign Affairs to the American Ambassador

UTANRÍKISRÁÐUNEYTIÐ
Reykjavík, January 25, 1966.

EXCELLENCY:

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

"I have the honor to refer to the Title IV Agricultural Commodities Agreement between the Government of the United States of America and the Government of Iceland signed in Reykjavik December 30, 1964 and to propose that:

1. The Commodity Table in Article I of the Agreement be amended by adding for the supply period of calendar year 1966, 10,280 metric tons of cracked corn and/or cornmeal having the market value of $800,000, 4,957 metric tons of wheat and/or wheatflour having the market value of $600,000, and 227 metric tons of tobacco and/or tobacco products having the market value of $500,000; by increasing the estimated value of the ocean transportation to $458,000; and by increasing the total value to $3,498,000.

2. Paragraph number three of Article II of the Agreement be amended to read as follows: "3. Interest on the unpaid balance of the principal amount due the Government of the United States of America for commodities delivered through December 31, 1965 shall

be computed at the rate of four per cent per annum and for commodities delivered after December 31, 1965 shall be computed at the rate of four and one quarter per cent per annum. Interest on each such unpaid balance shall begin on the date of the last delivery of commodities in the calendar year and shall be paid annually not later than the date on which the annual payment of the principal becomes due."

3. The following be added at the end of the sixth paragraph of the United States Note No. 40 of December 30, 1964 relating to the Agreement: "; and import from free world sources, including the United States of America, during calendar year 1966 or any subsequent period during which the commodities purchased under the Agreement are being imported, 5,000 metric tons of wheat and/or wheat flour on a grain equivalent basis, $550,000 worth of tobacco and/or tobacco products from the United States of America, and 15,000 metric tons of feedgrains from the United States of America".

4. This note and your affirmative reply shall constitute an Agreement between our two Governments, which shall enter into force on the date of your reply."

In reply, I have the honour to inform Your Excellency that the proposal set forth in your note is acceptable to the Icelandic Government and this reply and Your Excellency's note will be regarded as constituting an Agreement between the two Governments.

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

EMIL JONSSON

His Excellency,
Mons. JAMES K. PENFIELD,
American Ambassador,
Reykjavík.

TIAS 5955

CE:1966

MALTA

Maritime Matters: Deployment of Vessels to Malta for Repair Services[1]

Agreement effected by exchange of notes
Signed at Valletta January 15, 1966;
Entered into force January 15, 1966.

The Maltese Secretary, Ministry of Commonwealth and Foreign Affairs, to the American Ambassador

MINISTRY OF COMMONWEALTH
AND FOREIGN AFFAIRS
The Old Chancellery,
Palace Square,
Valletta, MALTA.

15 JANUARY, 1966.

SIR,

I have the honour to refer to the proposed deployment of United States Naval vessels to Malta for a period of approximately two months and to propose the following arrangements which will regulate, for the purposes of the said deployment, the entry of United States Naval vessels in Malta and the status of members of the United States Force and of other persons connected therewith:-

(a) United States Naval vessels may enter the Grand Harbour to serve as repair vessels or to make repairs during the period of approximately January 17 to March 15, 1966, and the Maltese authorities will make the necessary arrangements to that end;

(b) members of the United States Force (hereinafter referred to as the "Force") and their dependants and the contractors of that Force will be allowed freedom of entry to, and egress from, Malta for the purposes of the said deployment, and freedom of movement in Malta. Members and their dependants and contractors of the Force will be exempt from passport and visa requirements and immigration and emigration inspection on entering or leaving Malta and from registration and control as aliens, but will not by reason of their entry into Malta under this paragraph be regarded as acquiring any rights to permanent residence in Malta;

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[1] See also TIAS 5980; *post*, p. 338.

(c) members and their dependants and contractors of the Force will be in possession of identity documents issued by the authorities of the United States (specimens of which will be supplied to the authorities of Malta) or a passport showing their status for the purposes of this paragraph, which will be produced when production is requested by a Maltese authority authorised to make the request;

(d) no member or dependant of a member, or contractor of the Force will take any employment or exercise a trade or profession or carry on business in Malta, other than an employment, trade, profession or business for which such member or contractor is engaged or is detailed to perform for the purposes of the said deployment;

(e) the authorities of Malta will accept as valid, and without a driving test or fee, driving licences or service driving permits issued by the authorities of the United States to members of the Force for the purpose of driving vehicles of the Force on duty;

(f) the provisions of the Visiting Forces Act, 1952, an Act of the United Kingdom Parliament, as extended to Malta by the Visiting Forces Act (Application to Colonies) Order, 1954, as amended, will have effect with respect to the Force and to the members thereof;

(g) the authorities of the United States will pay just and reasonable compensation in settlement of civil claims (other than contractual claims) arising out of acts or omissions of members of the Force done in the performance of official duty or out of any other act, omission or occurrence for which the Force is legally responsible. All such claims will be expeditiously processed and settled by the authorities of the United States as enabled by the applicable provisions of the United States law;

(h) subject to procedures to be agreed between the authorities of Malta and the authorities of the United States the Force may import into Malta, without licence or other restriction and free of duty, equipment, provisions, supplies and other goods required by the Force or required for consumption on board any vessel of the Force or for the personal use of the members of the Force; and items imported under this paragraph may be freely exported free of duty;

(i) members and their dependants and contractors of the Force may, in accordance with existing regulations, import temporarily free of duty their private motor vehicle; they may also drive vehicles without a Maltese licence in the circumstances in which tourists and other visitors to Malta are permitted to do so;

(j) members and their dependants and contractors of the Force will respect the laws of Malta and the customs and traditions of the people of Malta and abstain from any activity inconsistent with the spirit of these arrangements. The authorities of the United States will take the necessary measures to that end.

2. If the foregoing is acceptable to the Government of the United States of America, I have the honour to propose that this letter and your letter in reply confirming acceptance will constitute a correct record of the understanding reached between our respective Governments regarding this matter.

Accept, Sir, the assurances of my highest consideration.

F.E. AMATO-GAUCI

(F.E. Amato-Gauci)
Secretary

His Excellency
Mr GEORGE J. FELDMAN,
Ambassador for the United States of America,
Sliema.

The American Ambassador to the Maltese Secretary, Ministry of Commonwealth and Foreign Affairs

P-116

VALLETTA, *January 15, 1966.*

SIR:

I have the honor to acknowledge the receipt of your note of January 15, 1966 reading as follows:

"I have the honour to refer to the proposed deployment of United States Naval vessels to Malta for a period of approximately two months and to propose the following arrangements which will regulate, for the purposes of the said deployment, the entry of United States Naval vessels in Malta and the status of members of the United States Force and of other persons connected therewith:–

(a) United States Naval vessels may enter the Grand Harbour to serve as repair vessels or to make repairs during the period of approximately January 17 to March 15, 1966, and the Maltese authorities will make the necessary arrangements to that end;

(b) members of the United States Force (hereinafter referred to as the 'Force') and their dependants and the contractors of that Force will be allowed freedom of entry to, and egress

from, Malta for the purposes of the said deployment, and freedom of movement in Malta. Members and their dependants and contractors of the Force will be exempt from passport and visa requirements and immigration and emigration inspection on entering or leaving Malta and from registration and control as aliens, but will not by reason of their entry into Malta under this paragraph be regarded as acquiring any rights to permanent residence in Malta;

(c) members and their dependants and contractors of the Force will be in possession of identity documents issued by the authorities of the United States (specimens of which will be supplied to the authorities of Malta) or a passport showing their status for the purposes of this paragraph, which will be produced when production is requested by a Maltese authority authorised to make the request;

(d) no member or dependant of a member, or contractor of the Force will take any employment or exercise a trade or profession or carry on business in Malta, other than an employment, trade, profession or business for which such member or contractor is engaged or is detailed to perform for the purposes of the said deployment;

(e) the authorities of Malta will accept as valid, and without a driving test or fee, driving licenses or service driving permits issued by the authorities of the United States to members of the Force for the purpose of driving vehicles of the Force on duty;

(f) the provisions of the Visiting Forces Act, 1952, an Act of the United Kingdom Parliament, as extended to Malta by the Visiting Forces Act (Application to Colonies) Order, 1954, as amended, will have effect with respect to the Force and to the members thereof;

(g) the authorities of the United States will pay just and reasonable compensation in settlement of civil claims (other than contractual claims) arising out of acts or omissions of members of the Force done in the performance of official duty or out of any other act, omission or occurrence for which the Force is legally responsible. All such claims will be expeditiously processed and settled by the authorities of the United States as enabled by the applicable provisions of the United States law;

(h) subject to procedures to be agreed between the authorities of Malta and the authorities of the United States the Force may import into Malta, without licence or other restriction and free of duty, equipment, provisions, supplies and other goods required by the Force or required for consumption on board any vessel of the Force or for the personal use of the

members of the Force; and items imported under this paragraph may be freely exported free of duty;

(i) members and their dependants and contractors of the Force may, in accordance with existing regulations, import temporarily free of duty their private motor vehicle; they may also drive vehicles without a Maltese licence in the circumstances in which tourists and other visitors to Malta are permitted to do so;

(j) members and their dependants and contractors of the Force will respect the laws of Malta and the customs and traditions of the people of Malta and abstain from any activity inconsistent with the spirit of these arrangements. The authorities of the United States will take the necessary measures to that end.

2. If the foregoing is acceptable to the Government of the United States of America, I have the honour to propose that this letter and your letter in reply confirming acceptance will constitute a correct record of the understanding reached between our respective Governments regarding this matter.

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

I have the honor to inform you that the foregoing is acceptable to the Government of the United States of America and to confirm that your note as quoted above and this note in replying confirming acceptance will constitute a correct record of the understanding reached between our respective governments regarding this matter.

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

GEORGE J. FELDMAN

MR. FREDERICK E. AMATO-GAUCI,
Secretary, Ministry of Commonwealth and Foreign Affairs,
Valletta.

REPUBLIC OF KOREA

Atomic Energy: Cooperation for Civil Uses

Agreement amending the agreement of February 3, 1956, as amended.
Signed at Washington July 30, 1965;
Entered into force January 28, 1966.

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

The Government of the United States of America and the Government of the Republic of Korea,

Desiring to amend the Agreement for Cooperation between the Government of the United States of America and the Government of the Republic of Korea Concerning Civil Uses of Atomic Energy, signed at Washington on February 3, 1956 [1] (hereinafter referred to as the "Agreement for Cooperation"), as amended by the Agreement signed at Washington on March 14, 1958, [2]

Agree as follows:

ARTICLE I

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

a. Substitute the word "transfer" for the word "lease" wherever said word appears in paragraphs A and D.

b. Paragraph C is deleted in its entirety and the following substituted therefor:

"C. It is agreed that when any source or special nuclear material received from the United States of America requires reprocessing, such reprocessing shall be performed at the discretion of the Commission in either Commission facilities or facilities acceptable to the Commission, on terms and conditions to be later agreed; and it is understood, except as may be otherwise agreed, that the form and content of any irradiated fuel shall not be altered after its re-

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[1] TIAS 3490; 7 UST 161.
[2] TIAS 4030; 9 UST 535.

moval from the reactor and prior to delivery to the Commission or the facilities acceptable to the Commission for reprocessing."

c. The following new paragraphs E and F are added to Article II:

"E. Special nuclear material produced in any part of fuel leased hereunder as a result of irradiation processes shall be for the account of the Government of the Republic of Korea and, after reprocessing as provided in paragraph C of this Article, shall be returned to the Government of the Republic of Korea, at which time title to such material shall be transferred to that Government, unless the Government of the United States of America shall exercise the option, which is hereby granted, to retain, with appropriate credit to the Government of the Republic of Korea, any such special nuclear material which is in excess of the needs of Korea for such material in its program for the peaceful uses of atomic energy.

"F. With respect to any special nuclear material not subject to the option referred to in paragraph E of this Article and produced in reactors fueled with materials obtained from the United States of America which is in excess of the needs of Korea for such material in its program for the peaceful uses of atomic energy, the Government of the United States of America shall have and is hereby granted (a) a first option to purchase such material at prices then prevailing in the United States of America for special nuclear material produced in reactors which are fueled pursuant to the terms of an Agreement for Cooperation with the Government of the United States of America, and (b) the right to approve the transfer of such material to any other nation or group of nations in the event the option to purchase is not exercised."

ARTICLE II

Article VI, paragraph C of the Agreement for Cooperation is amended by deleting the word "leased" and substituting in lieu thereof the word "transferred".

ARTICLE III

The following new Article is added directly after Article VII of the Agreement for Cooperation.

"ARTICLE VII (A)

"A. The Government of the United States of America and the Government of the Republic of Korea, recognizing the desirability of making use of the facilities and services of the International Atomic Energy Agency, agree that the Agency will be promptly requested to assume responsibility for applying safeguards to materials and facilities subject to safeguards under this Agreement for Cooperation. It is contemplated that the necessary arrangements

will be effected without modification of this Agreement, through an Agreement to be negotiated between the Parties and the Agency which may include provisions for suspension of the safeguard rights accorded the Commission by Article VI of this Agreement during the time and to the extent that the Agency's safeguards apply to such materials and facilities.

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

ARTICLE IV

The first sentence of Article VIII of the Agreement for Cooperation is amended by deleting the date "February 2, 1966" and substituting in lieu thereof the date "February 2, 1976".

ARTICLE V

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

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

DONE at Washington, in duplicate, this thirtieth day of July, 1965.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA:

SAMUEL D. BERGER
GLENN T. SEABORG

FOR THE GOVERNMENT OF THE REPUBLIC OF KOREA:

HYUN CHUL KIM

REPUBLIC OF CHINA

Agricultural Commodities: Sales Under Title IV

Agreement amending the agreement of December 31, 1964.
Effected by exchange of notes
Signed at Taipei February 11, 1966;
Entered into force February 11, 1966.

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

No. 42 TAIPEI, *February 11, 1966.*

EXCELLENCY:

I have the honor to refer to United States Note No. 17 accompanying the agricultural commodities agreement between the United States of America and the Republic of China under Title IV of the Agricultural Trade Development and Assistance Act, [1] as amended, signed on December 31, 1964, [2] and to propose that the following be added at the end of the seventh paragraph:

> "and it will limit its exports of wheat flour during CY 1966 to a maximum of 14,000 metric tons and that for each metric ton of wheat flour it exports during calendar year 1966 it will purchase from Free World sources including the United States of America, with its own resources, the wheat grain equivalent of such flour exported".

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

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

ARTHUR W. HUMMEL, Jr.
Charge d'Affaires ad interim

His Excellency
SHEN CHANG-HUAN,
Minister of Foreign Affairs,
Taipei.

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[1] 73 Stat. 610; 7 U.S.C. §§ 1731–1736.
[2] TIAS 5718; 15 UST 2295.

起生效。相應復請　查照。

本部長順向

貴代辦重表崇高之敬意。

此致

美利堅合衆國駐中華民國大使館臨時代辦恒安石先生

中華民國

十一日於台北

資力，由自由世界包括美利堅合衆國在內之各來源地，購買與所輸出麪粉相當數量之小麥。」

「茲特建議本照會及　閣下表示同意之復照應即構成　貴我兩國政府間之一項協定，自　閣下復照之日起生效。」

本部長茲特證實中華民國政府對於上述　貴代辦來照所建議一節，可予同意，並證實　貴代辦來照及本照會即構成　貴我兩國政府間關於此事之協定，自本日等由。

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

照會

逕復者：接准貴代辦本日第四十二號照會內開：

「關於貴我兩國依照經修正之農產貿易推進協助法案第四章於一九六四年十二月三十一日簽訂之農產品協定所附之第十七號美國照會，本代辦茲建議在其第七段末尾續加下述文字：

「並將限制其在一九六六日曆年度內最高輸出麪粉一四〇〇〇公噸，並為其在該日曆年度內輸出之每一公噸麪粉，以其本國之

外(55)北美二 02078

MINISTRY OF FOREIGN AFFAIRS
REPUBLIC OF CHINA

Translation

WAI(55)PEI-MEI-II-02078 TAIPEI, *February 11, 1966*

SIR:

I have the honor to acknowledge receipt of your note No. 42 of today's date which reads as follows:

[For the English language text see *ante*, p. 59.]

In reply, I have the honor to confirm that the proposal set forth in your note under reference is agreeable to the Government of the Republic of China and that your note and this note shall constitute an agreement between our two Governments on this matter, effective from today's date.

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

SHEN CHANG-HUAN

Mr. ARTHUR W. HUMMEL, Jr.,
Chargé d'Affaires a.i.,
Embassy of the United States of America,
Taipei.

REPUBLIC OF CHINA

Agricultural Commodities

Agreement amending the agreement of December 31, 1964.
Effected by exchange of notes
Signed at Taipei February 11, 1966;
Entered into force February 11, 1966.

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

No. 41 TAIPEI, *February 11, 1966.*

EXCELLENCY:

I have the honor to refer to United States Note No. 16 accompanying 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, [1] as amended, signed on December 31, 1964, [2] and to propose that the following be substituted for the second paragraph of numbered item (1) of the note:

"The Government of the Republic of China agrees that it will limit exports of rice during calendar year 1965 to a maximum of 258,338 metric tons and that it will purchase from the United States of America with its own resources one ton of wheat (a) for each ton of rice exported in January to September 15 between the levels of 110,000 and 133,338 metric tons and (b) for each ton of rice exported from September 16 through December 31 between the levels of 198,338 to 258,338 metric tons. Imports of wheat under the provisions of this paragraph shall be in addition to such imports under the provisions of the preceding paragraph.

"The Government of the Republic of China agrees that it will import with its own resources the wheat equivalent of the wheat flour exported during calendar year 1965. Imports of wheat under the provisions of this paragraph shall be in addition to such imports under the provisions of the two preceding paragraphs. It is understood that the language in paragraph 1 of Article IV includes wheat flour as a commodity which is the same as, or like, the wheat purchased pursuant to this agreement".

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

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

ARTHUR W. HUMMEL, Jr.
Charge d'Affaires ad interim

His Excellency
SHEN CHANG-HUAN,
Minister of Foreign Affairs,
Taipei.

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[1] 68 Stat. 455; 7 U.S.C. §§ 1701–1709.
[2] TIAS 5717; 15 UST 2272.

日起生效。相應復請　查照。

本部長順向

貴代辦重表崇高之敬意。

此致

美利堅合衆國駐中華民國大使館臨時代辦恒安石先生

中華民國

五十一年十一月十一日於台北

四條第一款之文字包括麪粉爲與根據本協定所購買之小麥之相同或類似之產品。」

「茲特建議本照會及　閣下表示同意之復照應即構成　貴我兩國政府間之一項協定，自　閣下復照之日起生效。」

本部長茲特證實中華民國政府對於上述等由。

貴代辦來照所建議各節，可予同意，並證實貴代辦來照及本照會即構成　貴我兩國政府間關於此事之協定，自本

一一〇、〇〇〇至一三三、三三八公噸間之每一噸食米，及(乙)九月十六日至十二月三十一日期間輸出在一九八、三三八至二五八、三三八公噸間之每一噸食米，以其本國之資力，自美利堅合衆國購買小麥一噸。依照本段規定輸入之小麥，應爲在前段規定下所輸入之小麥以外者。

「中華民國政府同意將爲其在一九六五日曆年度內輸出之麥粉，以其本國之資力，輸入相當數量之小麥。依照本段規定輸入之小麥，應爲在前段規定下所輸入之小麥以外者。茲瞭解本協定第

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

照會

外(55)北美二 02077

逕復者：接准

貴代辦本日第四十一號照會內開：

「關於 貴我兩國依照經修正之農產貿易推進協助法案第一章於一九六四年十二月三十一日簽訂之農產品協定所附之第十六號美國照會，本代辦茲建議將該照會第(一)項第二段改以下述文字替代：

「中華民國政府同意將限制其在一九六五日曆年度內最高輸出食米二五八、三三八公噸，並為其於：(甲)一月至九月十五日期間輸出在

MINISTRY OF FOREIGN AFFAIRS
REPUBLIC OF CHINA

Translation

WAI(55)PEI-MEI-II-02077 TAIPEI, *February 11, 1966*

SIR:

I have the honor to acknowledge receipt of your note No. 41 of today's date which reads as follows:

[For the English language text see *ante*, p. 65.]

In reply, I have the honor to confirm that the proposal set forth in your note under reference is agreeable to the Government of the Republic of China and that your note and this note shall constitute an agreement between our two Governments on this matter, effective from today's date.

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

SHEN CHANG-HUAN

Mr. ARTHUR W. HUMMEL, Jr.,
Chargé d'Affaires a.i.,
Embassy of the United States of America,
Taipei.

REPUBLIC OF KOREA

Education: Financing of Exchange Programs

Agreement amending the agreement of June 18, 1963.
Effected by exchange of notes
Dated at Seoul June 10 and November 2, 1965;
Entered into force November 2, 1965.

The American Embassy to the Korean Ministry of Foreign Affairs

No. 1286

The Embassy of the United States of America presents its compliments to the Ministry of Foreign Affairs of the Republic of Korea and has the honor to propose that, in accordance with the provisions of Article 12 of the Educational Exchange Agreement between the United States of America and the Republic of Korea of June 1963, [1] the Agreement be amended as follows:

Article 2: – Paragraph (4) to be amended by deleting the first sentence and substituting the following:

"(4) Authorize the Treasurer of the Commission, or such person as the Commission may designate, to receive funds for deposit in bank accounts in the name of the Commission."

Article 3: – Article 3 to be amended by substituting a comma for the period at the end of the sentence and adding:

"subject to such regulations as he may prescribe".

Article 13: – Article 13 to be renumbered as Article 14 and the following paragraph to be inserted as a new Article 13:

"This Agreement may be terminated at the written request of either Government. If either Government notifies the other in writing of its desire to terminate the present Agreement, the Agreement shall continue in force for at least one full year from the date of receipt of such notice and thereafter until the 31st of December following. Upon termination of this Agreement, all funds and property of the Commission shall become the funds and property of the Government of the United States of America, subject to

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[1] TIAS 5366; 14 UST 855.

such conditions, limitations, and liabilities as may have been imposed thereon prior to termination."

Upon receipt of a note from the Government of the Republic of Korean indicating that the foregoing provisions are acceptable to it, the Government of the United States of America will consider that this note and the reply thereto constitute an agreement between the two Governments on this subject which shall enter into force on the date of the reply of the Government of the Republic of Korea.

The Embassy avails itself of this opportunity to renew to the Ministry of Foreign Affairs the assurances of its highest consideration.

EMBASSY OF THE UNITED STATES OF AMERICA,
Seoul, June 10, 1965.

The Korean Ministry of Foreign Affairs to the American Embassy

REPUBLIC OF KOREA

MINISTRY OF FOREIGN AFFAIRS

OBJ-6511

The Ministry of Foreign Affairs presents its compliments to the Embassy of the United States of America and has the honor to acknowledge receipt of the latter's note No. 1286 of June 10, 1965, which reads as follows:

"The Embassy of the United States of America presents its compliments to the Ministry of Foreign Affairs of the Republic of Korea and has the honor to propose that, in accordance with the provisions of Article 12 of the Educational Exchange Agreement between the United States of America and the Republic of Korea of June 1963, the Agreement be amended as follows:

Article 2: – Paragraph (4) to be amended by deleting the first sentence and substituting the following:

"(4) Authorize the Treasurer of the Commission, or such person as the Commission may designate, to receive funds for deposit in bank accounts in the name of the Commission."

Article 3: – Article 3 to be amended by substituting a comma for the period at the end of the sentence and adding:

"subject to such regulations as he may prescribe".

Article 13: – Article 13 to be renumbered as Article 14 and the following paragraph to be inserted as a new Article 13:

"This Agreement may be terminated at the written request of either Government. If either Government notifies the other in writing of its desire to terminate the present Agreement, the

Agreement shall continue in force for at least one full year from the date of receipt of such notice and thereafter until the 31st of December following. Upon termination of this Agreement, all funds and property of the Commission shall become the funds and property of the Government of the United States of America, subject to such conditions, limitations, and liabilities as may have been imposed thereon prior to termination".

Upon receipt of a note from the Government of the Republic of Korea indicating that the foregoing provisions are acceptable to it, the Government of the United States of America will consider that this note and the reply thereto constitute an agreement between the two Governments on this subject which shall enter into force on the date of the reply of the Government of the Republic of Korea."

The Ministry has the honor to inform the latter that the foregoing provisions are acceptable to the Government of the Republic of Korea and to confirm that the Embassy's note and this reply thereto are considered as constituting an agreement between the two Governments on this subject to enter into force on this date.

The Ministry of Foreign Affairs avails itself of this opportunity to renew to the Embassy of the United States of America the assurances of its highest consideration.

NOVERMBER 2, 1965
Seoul

UNITED NATIONS

Headquarters of the United Nations[1]

Agreement supplementing the agreement of June 26, 1947. Signed at New York February 9, 1966; Entered into force February 9, 1966.

SUPPLEMENTAL AGREEMENT BETWEEN THE UNITED STATES OF AMERICA AND THE UNITED NATIONS REGARDING THE HEADQUARTERS OF THE UNITED NATIONS

The United States of America and the United Nations:

Considering that the office space available within the Headquarters District as defined in Annex 1 to the Agreement Regarding the Headquarters of the United Nations signed at Lake Success on 26 June 1947 [2] is inadequate and it has become necessary for units of the Secretariat of the United Nations to be provided with other premises outside the area so delineated;

Considering that, for this purpose, the United Nations has acquired the building and long-term lease to the land known as 805–7 First Avenue (801 United Nations Plaza) and 343 East 45th Street in the Borough of Manhattan and has also acquired a five-year lease of certain office space in the Alcoa Plaza Associates Building in New York City;

Considering that it is desirable that, with respect to those premises, the United Nations, officials of the United Nations, and Representatives of the Members of the United Nations be accorded the necessary privileges and immunities as envisaged in Article 105 of the Charter of the United Nations [3] and in the Headquarters Agreement; and

Desiring to conclude a supplemental agreement, in accordance with Section 1(a)[1] of the Headquarters Agreement, in order to include those premises within the Headquarters District in addition to the area defined in Annex 1 to the Headquarters Agreement;

Have agreed as follows:

Article I

The Headquarters District, within the meaning of Section 1(a) of the Agreement Between the United States of America and the United

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[1] See also TIAS 6176; *post*, pt. 2.

[2] TIAS 1676; 61 Stat. (pt. 4) 3435, 3416.

[3] TS 993; 59 Stat. 1053.

Nations Regarding the Headquarters of the United Nations, signed at Lake Success on 26 June 1947, shall include, in addition to the area defined in Annex 1 to that Agreement, the following premises:

(1) All of the office building known as 805–7 First Avenue (801 United Nations Plaza) and 343 East 45th Street, located on a parcel of land in the Borough of Manhattan, City, County and State of New York, bounded and described as follows:

"BEGINNING at a point formed by the inter-section of the Westerly side of First Avenue and the Northerly side of 45th Street; running thence Westerly along the Northerly side of 45th Street 100 feet; thence Northerly parallel with First Avenue and part of the way through a party wall 80 feet; thence Easterly parallel with 45th Street 20 feet; thence Southerly parallel with First Avenue 39 feet 7 inches; thence again Easterly parallel with 45th Street and part of the way through another party wall 80 feet to the Westerly side of First Avenue; thence Southerly along the Westerly side of First Avenue 40 feet 5 inches to the point or place of beginning."

Provided, however, that the foregoing shall not include those parts of the building on the street floor and basement which are sublet to the Ninth Federal Savings and Loan Association of New York City and to the Radnor Delicatessen, Inc. (with an assignment to Deli-Napoli, Inc.) until such time as the United Nations shall occupy and use those parts for offices of the Secretariat.

(2) That part of the Alcoa Plaza Associates Building located at 866 United Nations Plaza, New York City, as identified by the cross-hatching on the plan annexed hereto.[1] Said premises shall include all offices, rooms, halls and corridors located on the third floor of said building within the space identified by said cross-hatching. These premises shall further include the remainder of the third floor from the date that the United Nations takes possession thereof. Said premises shall not, however, include any stairways and elevators giving public access to other floors.

ARTICLE II

The Secretary-General of the United Nations shall notify the Permanent Representative of the United States to the United Nations immediately should any of the premises described in Article I, or any part of such premises, cease to be used for offices by the Secretariat of

[1] Not printed. The plan is filed in the archives of the Department of State where it is available for reference.

the United Nations. Such premises, or such part thereof, shall cease to be a part of the Headquarters District from the date of such notification.

ARTICLE III

The Secretary-General of the United Nations shall notify the Permanent Representative of the United States to the United Nations immediately of the termination of any subleases of parts of the premises described in Article I and of the possession of such parts by the United Nations. Such parts of such premises shall become a part of the Headquarters District from the date of such occupation.

ARTICLE IV

This Supplemental Agreement shall enter into force upon its signature.

IN WITNESS WHEREOF the respective representatives have signed this Supplemental Agreement.

DONE in duplicate, in the English language, at New York this ninth day of February, 1966.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA:

ARTHUR J. GOLDBERG

Arthur J. Goldberg
Permanent Representative of the United States of America to the United Nations

FOR THE UNITED NATIONS:

U THANT

U Thant
Secretary-General

[SEAL]

ITALY

Education: Transfer of Treaty Claim Funds Balance to Exchange Program and the International Institute for the Unification of Private Law

Agreement effected by exchange of notes
Signed at Rome April 6, 1965, and January 12, 1966;
Entered into force January 12, 1966.

The American Ambassador to the Italian Minister of Foreign Affairs

No. 925 ROME, *April 6, 1965*

EXCELLENCY:

I have the honor to refer to the Memorandum of Understanding between the Government of the United States of America and the Government of Italy regarding War Damage Claims, signed at Rome by representatives of the two Governments on March 29, 1957,[1] pursuant to which the Government of Italy undertook to pay the sum of nine-hundred and fifty million lire (950,000,000 lire) to the Italian-United States Conciliation Commission for the payment of certain war damage claims. That Memorandum of Understanding provided that "if the total of the awards made to the claimants under the new procedure shall be more than or less than the sum stated in this paragraph an agreement shall be made between the two Governments for the adjustment of the difference". Similarly, the Supplemental Memorandum of Understanding between the two Governments signed at Rome on July 12, 1960,[2] regarding some additional war damage claims to be satisfied from the sum made available by the Italian Government under the 1957 Memorandum of Understanding, also provided that "if the total amount of the awards paid on claims included in the above-mentioned lists is less than or more than the sum still available from the 950 million lire referred to in the Memorandum of Understanding of March 29, 1957, plus the interest already accrued or hereafter accrued thereon, a further agreement shall be made between the two Governments for the adjustment of the difference".

The Italian-United States Conciliation Commission has now made final determination in all the claims included in the lists attached to the above-mentioned Memoranda, and there remains in the fund

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[1] TIAS 3924; 8 UST 1725.
[2] TIAS 4796; 12 UST 904.

a balance of approximately 38 million lire. Therefore, it will be necessary for our two Governments to conclude an agreement with regard to the disposition of this fund.

In a recent exchange of notes between our two Governments,[1] the Government of Italy expressed its willingness to transfer the remaining amount in the treaty claims fund to the Fulbright program for cultural exchange with Italy, to which 30 million lire would be given, and the Rome International Institute for the Unification of Private Law, to which the remaining amount would be given. The Government of the United States of America is gratified by the decision of the Government of Italy to express in this manner its recognition and support of these two programs of interest and benefit to both Italy and the United States. The Fulbright program, especially, has for a number of years proved to be an effective and fruitful means of promoting the bilateral exchange of students and teachers in the field of arts and sciences. The Rome Institute represents a worthy effort shared in by a number of governments to harmonize and coordinate the bases for multilateral cooperation in the field of private law. The Government of the United States of America therefore concurs in this disposition of the remaining treaty claims funds.

I propose that, if the foregoing understandings meet with the approval of the Government of Italy, the present Note and Your Excellency's Note in reply concurring therein, shall constitute the agreement of our two Governments thereto.

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

G. FREDERICK REINHARDT

His Excellency
AMINTORE FANFANI,
Minister of Foreign Affairs,
Rome, Italy.

The Italian Minister of Foreign Affairs to the American Ambassador

IL MINISTRO DEGLI AFFARI ESTERI

26/00137/1

ROMA, *12 gennaio 1966*

ECCELLENZA,

ho l'onore di accusare ricevuta della Sua nota in data 6 aprile 1965, del seguente tenore:

"ho l'onore di riferirmi al Memorandum di intesa tra il Governo degli Stati Uniti d'America e il Governo italiano relativo ai reclami per danni di guerra, firmato a Roma dai rappresentanti dei due

[1] Not printed.

Governi il 29 marzo 1957, con il quale il Governo italiano ha assunto l'impegno di corrispondere la somma di novecento cinquanta milioni di lire (950.000.000) alla Commissione di Conciliazione italo-americana per il pagamento di reclami per danni di guerra. Detto Memorandum d'intesa disponeva che "qualora il totale degli indennizzi assegnati ai reclamanti con la nuova procedura risultasse inferiore o superiore alla somma indicata nel presente paragrafo, saranno presi accordi tra i due Governi per la sistemazione della differenza". Analogamente il Memorandum suppletivo d'intesa fra i due Governi, firmato a Roma il 12 luglio 1960, relativo ad alcuni reclami supplementari per danni di guerra, da soddisfare utilizzando la somma messa a disposizione dal Governo italiano in esecuzione del Memorandum di intesa del 1957, disponeva anche che "qualora il totale degli indennizzi da pagarsi agli aventi diritto, relativi ai reclami compresi nei suddetti elenchi risultasse inferiore o superiore alla somma ancora disponibile sul fondo di 950 milioni di lire di cui al Memorandum d'intesa del 29 marzo 1957, più i relativi interessi bancari già maturati o da maturarsi, saranno presi ulteriori accordi fra i due Governi interessati per la sistemazione della differenza".

La Commissione di Conciliazione italo-americana ha ora determinato in via definitiva tutti i reclami compresi nelle liste allegate ai Memorandum sopracitati, e nel fondo in questione si registra una rimanenza di circa 38 milioni di lire. Perciò i nostri due Governi dovranno ora concludere un accordo per la disposizione di detta somma.

In un recente Scambio di Note tra i due Governi, il Governo italiano ha dichiarato di essere disposto a trasferire la somma residua del fondo previsto dall'accordo sui reclami per danni di guerra al programma Fulbright per gli scambi culturali con l'Italia, al quale sarebbero destinati 30 milioni di lire, e all'Istituto internazionale per l'unificazione del diritto privato di Roma, al quale sarebbe attribuita la somma restante. Il Governo degli Stati Uniti accoglie con piacere la decisione del Governo italiano di esprimere in tal modo il suo riconoscimento ed appoggio per questi due programmi, di interesse e giovamento sia per l'Italia che per gli Stati Uniti. Il programma Fulbright in particolare ha dimostrato per diversi anni di costituire un mezzo efficace e fecondo per la promozione di scambi di studenti e di insegnanti nel campo delle arti e delle scienze. L'Istituto di Roma rappresenta un degno sforzo, cui partecipano diversi Governi, per armonizzare e coordinare le basi per una cooperazione multilaterale nel campo del diritto privato. Il Governo degli Stati Uniti pertanto concorda circa l'uso sopraindicato delle somme residue del fondo previsto dall'Accordo sui reclami per danni di guerra.

Propongo che, qualora le intese sopraindicate riscuotano l'approvazione del Governo italiano, la presente nota e quella di risposta di V.E. costituiscano un accordo tra i nostri due Governi."

Ho l'onore di comunicare a Vostra Eccellenza che il Governo italiano concorda con quanto precede.

TIAS 5962

Voglia gradire, Eccellenza, l'espressione della mia più alta considerazione.

ALDO MORO

S. E. G. FREDERICK REINHARDT
Ambasciatore degli Stati Uniti d'America
Roma

Translation

THE MINISTER OF FOREIGN AFFAIRS

26/00137/1

ROME, *January 12, 1966*

EXCELLENCY:

I have the honor to acknowledge receipt of your note dated April 6, 1965, which reads as follows:

[For the English language text of the note, see *ante*, p. 77.]

I have the honor to inform Your Excellency that the Government of Italy agrees to the foregoing.

Accept, Excellency, the assurance of my highest consideration.

ALDO MORO

His Excellency
G. FREDERICK REINHARDT,
Ambassador of the
United States of America,
Rome.

KENYA

Agricultural Commodities: Sales Under Title IV

Agreement amending the agreement of December 7, 1964, as amended.
Effected by exchange of notes
Signed at Nairobi February 28, 1966;
Entered into force February 28, 1966.

The American Ambassador to the Kenyan Minister for Finance

No. 7 NAIROBI, *February 28, 1966.*

EXCELLENCY:

I have the honor to refer to the Agricultural Commodities Agreement between our two Governments of December 7, 1964, as amended,[1] and to propose, in response to the request of the Government of Kenya and the Ministry of Finance on January 26, 1966, that:

Paragraph 1 of Article 1 be further amended by increasing corn for the Supply Period, U.S. Fiscal Year 1966, to 150,000 metric tons with Maximum Export Value $8,503,000, increasing Ocean Transportation (estimated) to $2,072,000 and increasing the Total to $14,087,000.

It is proposed that this note and your reply concurring therein will constitute the Agreement between the two Governments to enter into force on the date of your note in reply.

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

WILLIAM ATTWOOD

The Honorable
JAMES S. GICHURU,
Minister for Finance,
Nairobi.

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[1] TIAS 5725, 5769, 5870, 5919; 15 UST 2348; 16 UST 122, 1216, 1873.

The Kenyan Permanent Secretary of the Ministry of Finance to the American Ambassador

P.O. Box 30007
Telephone: 24261–72
When replying please quote
Ref. No. CFN 248/04
and date

THE TREASURY
NAIROBI
KENYA

28TH FEBRUARY, 1966

EXCELLENCY:

I refer to your note of 28th February, 1966 addressed to the Minister for Finance and inform you that the Government of Kenya accepts the proposal of the Government of the United States of America that the Agricultural Commodities Agreement between our two Governments of 7th December, 1964, as amended, be further amended on the terms set forth in your note.

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

J. K. MIDHUKI
PERMANENT SECRETARY

The Hon. WILLIAM ATTWOOD
American Ambassador
Nairobi

MULTILATERAL

Articles of Agreement of the International Cotton Institute

Open for signature at Washington.
Signed on behalf of the United States of America January 24, 1966;
Acceptance by the United States of America deposited February 23, 1966;
Entered into force February 23, 1966.

ARTICLES OF AGREEMENT
OF
INTERNATIONAL COTTON INSTITUTE

The Governments parties to this Agreement hereby establish the International Cotton Institute, hereinafter called the Institute, as an association of Governments, which shall operate in accordance with the following provisions:

ARTICLE I

Purposes

The purposes for which the Institute is organized are:

(a) To increase throughout the world the consumption of raw cotton, including extra long staple types, and the products manufactured therefrom.

(b) To investigate the problems and possibilities of cotton market development and disseminate information on such problems and possibilities.

(c) To develop and carry out cotton market development programs through utilization research, market research, sales promotion, education, and public relations in light of the requirements of the market and the existing facilities for these types of work.

(d) To do all acts and things either alone or in conjunction with others as the Institute may consider necessary, incidental, or conducive to the attainment of the above purposes.

The Institute shall carry out its purposes and exercise its powers only in furtherance of the common interests of its members in promoting the general welfare of the cotton and cotton textile

industries of the world. It shall take no steps that will serve to facilitate the transaction of specific business of its members or promote the private interests of any member, or engage in any activity that would constitute a regular business of a kind ordinarily carried on for profit.

ARTICLE II

Liabilities

No member shall be liable, by reason of its membership, for obligations of the Institute.

ARTICLE III

Organization and Management

Section 1. Office.

The principal office of the Institute shall be in Washington, unless a determination is made by the General Assembly of the Institute, hereinafter referred to as the General Assembly, for a permanent site at a different location. The Institute may also establish offices at such other places as the General Assembly may from time to time determine.

Section 2. Fiscal Year.

The fiscal year of the Institute shall end on the 31st day of December of each year.

Section 3. General Assembly.

(a) The affairs and business of the Institute shall be conducted, managed, and controlled by a General Assembly. Each member of the Institute shall designate one person as its delegate to the General Assembly. In addition, each member may designate one or more alternates and one or more advisors to its delegate. Delegates, alternates, and advisors shall be considered representatives of the member that designates them. The

representatives of any member may be government officials or other persons as such member decides. An alternate may vote only in the absence of the delegate for whom he is an alternate.

(b) There shall be a total of 1,000 votes in the General Assembly, of which 300 or the next smaller number evenly divisible by the number of members shall be divided equally among the members thereof. In addition, each member shall be entitled to that proportion of the remaining votes which the financial contribution to the Institute made by that member bears to the total of such contributions made by all member countries, with any fractional votes rounded off in such manner as determined by the General Assembly. The voting strength of the members shall be reviewed and reapportioned by the General Assembly at each annual meeting thereof, by applying this formula to the most recent export period. The voting strength of the members shall also be reapportioned following any change in the membership.

(c) The Executive Secretary of the International Cotton Advisory Committee shall be an ex officio member of the General Assembly with a voice but no vote.

(d) Representatives from cotton exporting countries that are not members of the Institute, and representatives of cotton consuming countries and of appropriate cotton organizations, may be invited by the General Assembly to attend its plenary meetings in the capacity of observers.

(e) The General Assembly shall meet at least once a year at the principal office of the Institute or at such other location as may be designated by the General Assembly.

(f) Special meetings of the General Assembly may, and on written application of a majority of the delegates or of delegates

holding a majority of votes in the General Assembly shall, be called by the President.

(g) Written or printed notice stating the place, day, hour, and in the case of special meetings, the purpose of the meeting, shall be given to each member not less than twenty nor more than fifty days before the date of the meeting. The non-receipt of notice by any representative or other person to whom it should be given shall not invalidate the proceedings at the meeting.

(h) Representatives entitled to cast an aggregate of two-thirds of the total number of votes in the General Assembly shall constitute a quorum at a meeting. Except as otherwise specifically provided in these articles, the affirmative vote of two-thirds of the votes entitled to be cast by the representatives present at a meeting at which a quorum is present shall be necessary for the adoption of any matter voted upon in the General Assembly.

(i) The General Assembly shall adopt such rules and regulations, including rules of procedure, as are necessary to carry out the provisions of the Agreement and are consistent therewith.

(j) The General Assembly may decide specific questions without holding a meeting, under conditions to be specified in the rules of procedure.

Section 4. Officers.

(a) The General Assembly shall elect from the delegates a President, a First Vice-President, a Second Vice-President, and a Third Vice-President. The President shall be elected for a term of two years and may, if re-elected by the General Assembly, succeed himself for two additional terms of two years each. Each of the

Vice-Presidents shall be elected for a term of two years and may, if re-elected by the General Assembly, succeed himself for one additional term of two years. All of the officers so elected shall remain in office until their successors have been elected.

(b) The President shall preside at all meetings of the General Assembly and of the Executive Committee. He shall perform all acts and duties required of him by this Agreement, imposed upon him by resolution of the General Assembly, and as requested by the Executive Committee. In the absence of the President, his duties shall be performed by the First Vice-President.

Section 5. Executive Committee.

(a) The Institute shall have an Executive Committee composed of the President and the three Vice-Presidents. In the absence of an officer in a meeting of the Executive Committee, an alternate appointed by the country which such officer represents shall serve as a member of the Executive Committee. Except as otherwise specifically prohibited by a decision approved by members holding a majority of the votes in the General Assembly, the Executive Committee shall at all times, when the General Assembly is not in session, exercise the powers conferred upon the General Assembly by Article III, Section 3, but not the powers conferred on the General Assembly by other provisions of these articles. The Executive Committee shall keep a written record of all its acts and proceedings and report the same to the General Assembly.

(b) The Executive Director of the Institute shall be an ex officio member of the Executive Committee, with a voice but no vote.

(c) The Executive Secretary of the International Cotton Advisory Committee shall be invited to attend meetings of the Executive Committee, with a voice but no vote.

(d) The affirmative vote of three of the full number of voting members of the Executive Committee shall be required to take any action other than to recess or adjourn a meeting. Each voting member of the Executive Committee shall have equal voting rights.

Section 6. Other Committees.

(a) The Executive Committee may appoint an Advisory Panel composed of representatives from trade and industry in cotton importing or exporting countries. It shall be the duty of the Advisory Panel to advise and make recommendations to the General Assembly and to the Executive Committee with respect to all matters that the Panel believes to be pertinent to effectuate the purposes of the Institute.

(b) The General Assembly or the Executive Committee may by resolution appoint other advisory, investigatory, or research committees.

Section 7. Executive Director.

(a) The General Assembly shall appoint an Executive Director and shall fix his compensation and the terms of his appointment.

(b) The Executive Director shall be the chief administrative officer of the Institute. He shall prepare and submit to the Executive Committee for approval a detailed plan and budget for the expenditure of funds. Upon such approval, the Executive Committee shall submit the detailed plan and budget to the General Assembly for approval. The Executive Director shall also be responsible for developing projects and activities for consideration of the Executive Committee and General Assembly and the disbursements of funds to execute programs and budgets approved by the General Assembly. The Executive Director shall be responsible for maintaining records of all actions and transactions and shall present them on request to the Executive Committee and to the

General Assembly. He shall also prepare and submit an annual report covering all program activities and expenditures.

(c) The Executive Director shall develop an Operations Procedure Manual, which shall be approved by the General Assembly. The approved manual shall establish provisions relating to the negotiation and execution of contracts. It shall also govern such items as per diem rates, travel policy, gratuities, entertainment expenses, reporting procedures, employment policy, salaries and allowances, procurement of goods and services, project initiation, program evaluation procedures, and other operational details.

(d) The Executive Director shall appoint, remove, prescribe the compensation, and assign the duties of all employees in accordance with the Operations Procedure Manual.

Section 8. Secretary and Treasurer.

(a) The Executive Director shall appoint a Secretary subject to the approval of the Executive Committee. The Secretary shall give notice of all meetings of the General Assembly, shall attend such meetings, as well as meetings of the Executive Committee, and shall keep minutes thereof. He shall have charge of the books, records, and other papers of the Institute, and shall perform such other duties as are incident to his office and are imposed upon him by the General Assembly or by the Executive Committee.

(b) The Executive Director shall appoint a Treasurer subject to the approval of the Executive Committee. The Treasurer shall have custody of all money belonging to the Institute, shall keep a full and complete record of all receipts and disbursements, and shall perform such other duties as are incident to his office and are imposed upon him by the General Assembly or by the Executive Committee. He shall be required to execute a bond, to be paid for

by the Institute, to protect the Institute from losses occasioned by default or breach of duty.

Section 9. Records.

A list of the members of the Institute and of the names and addresses of their representatives shall be kept at its principal office. All books and records of the Institute shall be made available at any time to a person or persons designated by members of the Institute. Such records shall be maintained until their destruction is authorized by a unanimous vote of the General Assembly.

ARTICLE IV

Assessments and Finance

Section 1. Basis of Assessments.

(a) The basis of annual assessments of members of the Institute shall be the equivalent of one United States dollar per bale (500 pounds gross) of spinnable cotton exports by each member to Western Europe and Japan. For purposes of this Agreement, Western Europe shall include the following countries: Austria, Belgium, Denmark, Federal Republic of Germany, Finland, France, Ireland, Italy, Luxembourg, Netherlands, Norway, Portugal, Spain, Sweden, Switzerland, and the United Kingdom. The volume of exports upon which the assessments are based shall be determined from the statistics provided by the International Cotton Advisory Committee. Assessments will be based on exports to such countries during the previous cotton season or during the average of the previous three cotton seasons, whichever the member Government may select. The period initially selected by a member Government may not subsequently be changed without the approval of the General Assembly. Except as provided in paragraph (b) below and in

Section 6 of this Article, at least one-half of the annual assessment of any member Government due for any year shall be paid on or before January 31 of the year in which it is due, and any remaining amounts due shall be paid not later than July 31 of that year.

(b) For the year 1966, assessments shall be only one-half of the annual assessments calculated pursuant to paragraph (a) of this section, and shall be due on February 28, 1966; provided, however, that if for budgetary or other reasons a member Government is unable to pay its assessment by February 28, 1966, its assessment shall be paid on or before August 31, 1966.

Section 2. Reduction in Assessments.

If, at the end of any fiscal year, unobligated funds on hand amount to more than one-half of the total annual assessments, the one United States dollar per bale in Section 1 of this Article will be reduced to an amount per bale which will result in total assessments in the following fiscal year equal to the difference between the full amount assessable under Section 1 and the amount on hand in excess of one-half of the full amount assessable under Section 1 unless members of the General Assembly representing two-thirds of the total votes in the General Assembly decide to assess the full amount provided in Section 1.

Section 3. Currencies in which payable.

(a) The assessments shall be expressed in terms of United States dollars.

(b) Payment may be made in United States dollars or in the currency of any of the countries where a promotion program is in effect or is contemplated, provided such currency is freely convertible into the currencies of all other countries in which the Institute operates.

(c) Payment of assessments in currencies other than United States dollars shall be computed on the basis of the par value established by the International Monetary Fund.

(d) To the extent possible, the member Governments shall attempt to make payment in currencies that will match the total required currencies projected by the Executive Director. However, the Executive Director is empowered to convert one currency into another to meet the program requirements approved by the General Assembly.

Section 4. Financial obligations.

The Institute shall not undertake programs or assume financial obligations greater than the total amount of the unobligated funds on hand.

Section 5. Payment of expenses.

The expenses of representatives of members attending meetings of the General Assembly shall not be paid from funds of the Institute. However, the General Assembly may authorize payment of transportation and other expenses incurred in connection with (a) meetings of the Executive Committee, (b) any special committees constituted by the General Assembly or the Executive Committee, and (c) attendance by the Executive Secretary of the International Cotton Advisory Committee at meetings of the General Assembly.

Section 6. Assessments for new members.

(a) Each new member admitted to the Institute during any given fiscal year shall pay the full assessment for that year within 60 days from the date of admission; except that (b) each new member admitted in 1966 shall pay its full assessment within the period provided in Section 1 of this Article or within 60 days from the date of admission, whichever is later.

Section 7. Audits.

As soon as possible after the close of each fiscal year, an independently audited statement of the Institute's receipts and expenditures during the fiscal year just closed, as well as the status and activities of other accounts, shall be presented to the General Assembly for approval.

ARTICLE V

Withdrawal, Suspension of Membership, Suspension of Operations

Section 1. Withdrawal by members.

Any member may withdraw from membership in the Institute by transmitting a notice in writing to the depositary of the Agreement, the Government of the United States of America. Withdrawal by a member that states in its notice that it cannot comply with an amendment adopted under Article VII shall be effective on the date of the entry into force of the amendment, provided the depositary has received the notice not more than 90 days after the entry into force of the amendment. Withdrawal under any other circumstances shall become effective at the end of the fiscal year in which such notice is received.

Section 2. Suspension of members.

(a) Failure of a member to pay its assessment for 1966 by August 31, 1966, or to pay its full assessment for any subsequent year by July 31 of that year, shall automatically result in the loss of the right of the member to vote.

(b) Failure of a member to pay the full assessment by the end of the year in which it is due shall automatically result in the suspension of all rights and privileges of participation in the Institute, unless otherwise decided by the General Assembly.

(c) A member so suspended shall automatically cease to be a member one year from its suspension or at such other time as may be determined by the General Assembly unless it makes payment for all assessments for which it is in arrears.

Section 3. Governments ceasing to be members.

When a Government ceases to be a member, it shall lose all rights to the assets of the Institute and to benefits that may arise from participation in the Institute, unless otherwise provided by the General Assembly, but it shall have no further liability for any unpaid assessments.

Section 4. Termination of operations and settlement of obligations.

The period of duration of the Institute shall be perpetual, except that the Institute may terminate its operations by a vote of two-thirds of the total number of votes in the General Assembly. Thereupon, the Institute shall forthwith cease all activities except those incident to the orderly distribution and preservation of its assets and settlement of its obligations. Until final settlement of such obligations and distribution of such assets, the Institute shall remain in existence, and all mutual rights and obligations of the Institute and its members under this Agreement shall continue unimpaired except that no member shall be suspended or withdraw, and no distribution shall be made to members, except as provided in this Section. The Institute shall distribute its assets to the members on such basis, at such times, and in such currencies as may be determined by a two-thirds vote of the total number of votes in the General Assembly. Any member country in arrears on its assessments shall have deducted from its distributive share the amount by which it is in arrears.

ARTICLE VI

Status, Immunities, and Privileges

Section 1. Purposes of Article.

To enable the Institute to fulfill the functions with which it is entrusted, the status, immunities, and privileges set forth in this Article shall be accorded to the Institute in the territories of each member in which it operates or has assets.

Section 2. Status of the Institute.

The Institute shall possess full juridical personality, including but not limited to the capacity --

(i) to contract;

(ii) to acquire and dispose of real and personal property; and

(iii) to institute legal proceedings.

Section 3. Position of the Institute with regard to judicial process.

The Institute and its property and assets, wherever located and by whomsoever held, shall enjoy the same immunity from suit and every form of judicial process as is enjoyed by foreign governments except that actions may be brought by persons, other than members or persons acting for or deriving claims from members, against the Institute in a court of competent jurisdiction in the territories of a member in which the Institute has an office or in a country in which the Institute has appointed an agent for the purpose of accepting service or notice of process or as may otherwise be authorized by the General Assembly or by the terms of any contract to which the Institute is a party. In any such action, the Institute's property and assets shall be immune from all forms of seizure, attachment, or execution before delivery of final judgment against the Institute unless such immunity is expressly waived.

Section 4. Immunity of assets from seizure.

Property and assets of the Institute, wherever located and by whomsoever held, shall be immune from search, and from confiscation.

Section 5. Immunity of archives.

The archives of the Institute shall be inviolable.

Section 6. Privilege of Communications.

With respect to official communications between the Institute and its members or between the Institute and other governments, the Institute shall be accorded by each member the same privileges, exemptions, and immunities that such member accords under similar circumstances to official communications of foreign governments.

Section 7. Immunities and privileges of member representatives and officers and employees.

(a) Persons designated by members to serve as their representatives in the General Assembly and officers and employees of the Institute shall be immune from legal process relating to acts performed by them in their official capacity and falling within their functions as such representatives, officers, or employees.

(b) Persons who are not local nationals and who are designated by members to serve as their representatives in the General Assembly or are officers or employees of the Institute, or are members of their immediate families residing with such representatives, officers, or employees, shall be accorded by each member the same immunities from immigration restrictions, and alien registration requirements, and the same facilities as regards exchange restrictions, as are accorded under similar circumstances by that member to the officers and employees and members of their families, respectively, of other members.

(c) Persons who are not citizens or permanent residents and who are designated by members to serve as their representatives in the General Assembly or are full time officers or employees of the Institute, or are members of their immediate families residing with such representatives, full time officers, or employees, shall be exempted from national service obligations.

(d) Notwithstanding the other provisions of this Agreement, if a member determines that the entry or continued presence in its territory of any person entitled to the benefits of this Agreement is not desirable, that member shall so inform the Institute. After such notification to the Institute, entry for that person may be denied, or in the case of a person who has already entered the territory of the member concerned, that member's obligations under this Agreement with respect to such person shall cease after such person shall have had a reasonable length of time, to be determined by that member, to depart from its territory.

Section 8. Immunities from taxation.

The Institute shall be accorded by each member the privileges, exemptions, and immunities concerning customs duties and taxes imposed upon or by reason of importation and the procedures in connection therewith as that member accords to foreign governments under similar circumstances. The Institute, its assets, property, and income, and its communications and transportation incident to its operations authorized by this Agreement, shall also be immune from all taxation by the central governments of participating members.

Section 9. Waiver.

The General Assembly may waive any of the privileges and immunities conferred under this Article to such extent and upon such conditions as it may determine.

ARTICLE VII

Amendments

Section 1.

The text of any proposed amendment to this Agreement shall be communicated by the Executive Director to parties to the Agreement at least sixty days in advance of its consideration by the General Assembly.

Section 2.

Amendments to this Agreement shall be adopted by a vote of two-thirds of the total number of votes in the General Assembly. Immediately after the adoption of an amendment, the Executive Director shall transmit a certified copy of it to each party to the Agreement.

Section 3.

An amendment shall enter into force ninety days after its adoption, or at such other time as determined by the General Assembly with respect to all parties to the Agreement.

Section 4.

On the entry into force of each amendment, the Executive Director shall transmit to the depositary of this Agreement the text of the amendment, attested by him to be true and correct.

Section 5.

Any country which becomes a party to this Agreement after it has been amended shall be considered a party to the Agreement as amended.

ARTICLE VIII

Interpretation and Disputes

Section 1.

Any question of interpretation of the provisions of this Agreement arising between any member and the Institute or between

any members of the Institute shall be submitted to the Executive Committee for its decision. If the question particularly affects any member of the Institute that does not have a representative on the Executive Committee, that member shall be entitled to appoint a representative to participate in the determination of the question. In any case, where the Executive Committee has given a decision, any member may require that the question be referred to the General Assembly, whose decision shall be final. Pending the result of the reference to the General Assembly, the Institute may, so far as it deems necessary, act on the basis of the decision of the Executive Committee.

Section 2.

Whenever a dispute arises between the Institute and any suspended member, the dispute shall be submitted to arbitration by a tribunal of three arbitrators, one appointed by the Executive Committee, another by the Government involved, and a third by the two arbitrators so appointed. If the two arbitrators cannot agree on the third arbitrator, he shall be appointed on such basis as may be mutually agreeable to the parties to the dispute. The third arbitrator shall have full power to settle all questions of procedure in any case where the parties are in disagreement with respect thereto.

ARTICLE IX

Final Provisions

Section 1. Signature.

The Agreement shall be open for signature in Washington until and including February 28, 1966, by any Government of a country that produces and exports raw cotton and that is a member of the International Cotton Advisory Committee.

Section 2. Ratification, acceptance, or approval.

The Agreement shall be subject to ratification, acceptance, or approval by the signatory Governments in accordance with their respective constitutional requirements. Instruments of ratification, acceptance, or approval shall be deposited with the Government of the United States of America, hereinafter referred to as the depositary.

Section 3. Accession.

Any Government of a country that produces and exports raw cotton and that is a member of the United Nations or the United Nations Food and Agriculture Organization may accede to this Agreement by depositing an instrument of accession with the depositary after the accession has been approved by members representing at least two-thirds of the total votes of the General Assembly.

Section 4. Declaration of Intent.

If a signatory Government is unable, because of its constitutional requirements, to deposit an instrument of ratification, acceptance, or approval by February 14, 1966, that Government may deposit with the depositary a declaration of intent to seek ratification, acceptance, or approval in accordance with its constitutional requirements and to deposit such an instrument as soon as possible and not later than January 1, 1967. Any Government whose accession to this Agreement has been approved under Section 3 of this Article and is unable because of its constitutional requirements to deposit an instrument of accession may deposit with the depositary a declaration of intent to seek ratification, acceptance, or approval in accordance with its constitutional requirements and to deposit an instrument of accession as soon as possible and not later than six months after

the date of the declaration. Before the expiration of the time period specified in the declaration of intent or such later time as may be decided by the General Assembly and as long as the declaration has not been withdrawn, a Government that has deposited such a declaration shall have all the rights and obligations of a member of the Institute.

Section 5. Reservations.

Reservations may not be made with respect to any of the provisions of the Agreement.

Section 6. Entry into force.

(a) Subject to paragraph (b) of this Section, this Agreement shall enter into force, among those Governments that have deposited the instruments referred to in Section 2 of this Article, on February 14, 1966, or on the earliest date within the following six months that the requirements of paragraph (b) of this Section are satisfied. Thereafter, the Agreement shall enter into force for each country depositing an instrument referred to in Section 2 or 3 of this Article on the date of such deposit.

(b) Except as provided in paragraph (c) of this Section, this Agreement shall enter into force only after the Governments of countries eligible to sign this Agreement and whose combined exports of spinnable cotton to Western Europe and Japan from August 1, 1964, to July 31, 1965, totalled not less than 3.8 million bales (500 pounds gross) have deposited either the instruments referred to in Section 2 of this Article or the declarations of intent referred to in Section 4. [1]

[1] Entered into force Feb. 23, 1966. Acceptance by the United States of America was deposited Feb. 23, 1966; declarations of intent to seek ratification or approval were deposited by the following signatory countries on the dates indicated: India, Jan. 28, 1966; Mexico, Feb. 4, 1966; Spain, Feb. 10, 1966; Sudan, Feb. 23, 1966; United Arab Republic, Feb. 18, 1966.

(c) On February 14, 1966, or on any date prior to January 1, 1967, if the Agreement has not already entered into force under paragraphs (a) and (b) of this Section, the Governments of any of those countries which have deposited the instruments referred to in Section 2 of this Article may decide to put the Agreement into force among themselves in whole or in part and shall notify the depositary accordingly.

Section 7. Inauguration of the Institute.

As soon as this Agreement enters into force under Section 6 of this Article, the Executive Secretary of the International Cotton Advisory Committee shall call a meeting of the General Assembly. The Institute shall begin operations on the date when such meeting is held.

IN WITNESS WHEREOF the undersigned, duly authorized thereto by their respective Governments, have signed this Agreement on the dates appearing opposite their signatures.

DONE at Washington in a single original which shall be deposited in the archives of the Government of the United States of America and a certified copy of which shall be sent by the Government of the United States of America to each signatory or acceding Government.

FOR MEXICO:

Hugo B. Margain — January 17th 1966

FOR THE UNITED STATES OF AMERICA:

Dean Rusk — January 24, 1966

FOR THE UNITED ARAB REPUBLIC:

Ambassador Mostafa Kamel January 28/1966

FOR SPAIN:

28th January 1966.
Ad referendum.

FOR INDIA:

Parmanda Kumar Banerjee, 28th Jan 1966.

FOR THE SUDAN:

Ahmed Mohed. NWV FEB. 18. 1966

[Note by the Department of State]

Signatures Affixed
to the
Articles of Agreement of the International Cotton Institute
open for signature at Washington
from January 17, 1966 until and including February 28, 1966

FOR MEXICO:	
HUGO B. MARGAIN	January 17th 1966
FOR THE UNITED STATES OF AMERICA:	
ORVILLE L. FREEMAN	January 24, 1966
FOR THE UNITED ARAB REPUBLIC:	
Ambassador MOSTAFA KAMEL	january 28/1966
FOR SPAIN:	
MERRY DEL VAL *Ad referendum.*	28th January 1966.
FOR INDIA:	
PURNENDU KUMAR BANERJEE,	28th Jan 1966.
FOR THE SUDAN:	
AHMED MOHED. NUR	Feb. 18. 1966

INDIA

Agricultural Commodities

Agreement amending the agreement of September 30, 1964, as amended.
Effected by exchange of notes
Signed at New Delhi February 5, 1966;
Entered into force February 5, 1966.

The American Ambassador to the Indian Secretary, Department of Economic Affairs

NEW DELHI, *February 5, 1966*

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 India dated September 30, 1964, as amended,[1] and to propose that the Agreement be further amended as follows:

1. In the commodity table in Paragraph 1, Article I, increase the value of the wheat/wheat flour from $474.75 million to $592.85 million, add grain sorghum in the amount of $48.8 million, and increase the total value from $631.92 million to $798.82 million.
2. In Paragraph 3, Article I, substitute "$372.12 million" for "$205.22 million."
3. In Paragraph A, Article II, substitute "14.6 percent" for "13.2 percent" and substitute "$5.0 million" for "$4.4 million."
4. In Paragraph B, Article II, delete "8.4 percent" and insert "7.7 percent."
5. In Paragraph C, Article II, delete "78.4 percent" and insert "77.7 percent."
6. The Government of India agrees that the rupees received by the Government of the United States of America under this amendment may be deposited in interest-bearing accounts in banks in India under arrangements mutually agreeable to the two Governments.
7. Article II, Subparagraph B(4), will not require the Government of the United States of America to make loans with funds

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[1] TIAS 5669, 5729, 5793, 5846, 5875, 5895, 5913; 15 UST 1941, 2393; 16 UST 664, 1064, 1257, 1707, 1833; see also TIAS 6032, 6113, 6146; *post*, pp. 778, 1564, 2057.

accruing under this amendment at interest rates of less than cost of funds to the United States Treasury on comparable maturities.

8. In numbered Paragraph (3) of the United States note of September 30, 1964, delete "$12.638 million" and insert "$15.976 million" and delete "$3.375 million" and insert "$4.175 million."

It is proposed that this note and your reply concurring therein shall constitute an agreement between our two Governments on this matter to enter into force on the date of your note in reply.

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

CHESTER BOWLES

His Excellency
S. BHOOTHALINGAM,
Secretary,
Department of Economic Affairs,
Ministry of Finance,
Government of India,
New Delhi

The Indian Secretary, Department of Economic Affairs, to the American Ambassador

ECONOMIC SECRETARY
MINISTRY OF FINANCE
NEW DELHI

FEBRUARY 5, 1966.

EXCELLENCY:

I have received your note dated 5th February, 1966 reading as follows:

"I have the honor to refer to the Agricultural Commodities Agreement between the Government of the United States of America and the Government of India dated September 30, 1964, as amended, and to propose that the Agreement be further amended as follows:

1. In the commodity table in Paragraph 1, Article I, increase the value of the wheat/wheat flour from $474.75 million to $592.85 million, add grain sorghum in the amount of $48.8 million, and increase the total value from $631.92 million to $798.82 million.

2. In Paragraph 3, Article I, substitute "$372.12 million" for "$205.22 million."

3. In Paragraph A, Article II, substitute "14.6 percent" for "13.2 percent" and substitute "$5.0 million" for "$4.4 million."

4. In Paragraph B, Article II, delete "8.4 percent" and insert "7.7 percent."

5. In Paragraph C, Article II, delete "78.4 percent" and insert "77.7 percent."

6. The Government of India agrees that the rupees received by the Government of the United States of America under this amendment may be deposited in interest-bearing accounts in banks in India under arrangements mutually agreeable to the two Governments.

7. Article II, Subparagraph B(4), will not require the Government of the United States of America to make loans with funds accruing under this amendment at interest rates of less than cost of funds to the United States Treasury on comparable maturities.

8. In numbered Paragraph (3) of the United States note of September 30, 1964, delete "$12.638 million" and insert "$15.976 million" and delete $3.375 million" and insert "$4.175 million."

It is proposed that this note and your reply concurring therein shall constitute an agreement between our two Governments on this matter to enter into force on the date of your note in reply."

I have the honor to inform you that the foregoing amendment is acceptable to the Government of India. I agree that your note together with this reply shall constitute an agreement between our two Governments effective on the date of this reply.

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

S. BHOOTHALINGAM

(S. Bhoothalingam)
Secretary to the Govt. of India

His Excellency CHESTER BOWLES,
Ambassador of the United States of America,
New Delhi.

GUINEA

Agricultural Commodities

Agreement signed at Conakry February 4, 1966;
Entered into force February 4, 1966.
With exchange of notes.

EMBASSY OF THE
UNITED STATES OF AMERICA

AGRICULTURAL COMMODITIES AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF THE REPUBLIC OF GUINEA 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 Guinea:

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 or normal patterns of commercial trade with friendly countries;

Considering that the purchase for Guinean francs of agricultural commodities produced in the United States of America will assist in achieving such an expansion of trade;

Considering that the Guinean 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 agricultural commodities to the Republic of Guinea pursuant to Title I of the Agricultural Trade Development and Assistance Act,[1] as amended, (hereinafter referred to as the 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:

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[1] 68 Stat. 455; 7 U.S.C. §§ 1701-1709.

ARTICLE I

SALES FOR GUINEAN FRANCS

1. Subject to issuance by the Government of the United States of America and acceptance by the Government of the Republic of Guinea of purchase authorizations and to the availability of the specified commodities under the Act at the time of exportation, the Government of the United States of America undertakes to finance the sales for Guinean francs, to purchasers authorized by the Government of the Republic of Guinea, of the following agricultural commodity in the amount indicated:

Commodity	Export Market Value (Millions)
Rice	$2.38

2. Applications for purchase authorizations will be made within 90 days after the effective date of this agreement, except that applications for purchase authorizations for any additional commodities or amounts of commodities provided for in any amendment to this agreement will be made within 90 days after the effective date of such amendment. Purchase authorizations will include provisions relating to the sale and delivery of commodities, the time and circumstances of deposit of Guinean francs accruing from such sale, and other relevant matters.

3. The Government of the United States of America will finance ocean transportation costs incurred pursuant to this agreement only to the extent that such costs are higher than otherwise would be the case by reason of the requirement that approximately 50 percent by tonnage of the commodities be transported in United States flag vessels. The balance of cost for commodities required to be carried in United States flag vessels shall be paid in dollars by the Government of Guinea. The Government of Guinea will not be required to deposit francs for ocean transportation financed by the Government of the United States of America.

Promptly after contracting for United States flag shipping space required to be used, and in any event not later than presentation of vessel for loading, the Government of Guinea will open a letter of credit, in dollars, for the estimated cost of ocean transportation for commodities carried in the United States flag vessels.

4. The financing, sale and delivery of commodities under this agreement may be terminated by either Government if that Government determines that because of changed conditions the continuation of such financing, sale or delivery is unnecessary or undesirable.

ARTICLE II

USES OF GUINEAN FRANCS

The Guinean francs accruing to the Government of 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 of America, in such manner and order or priority as the Government of the United States shall determine, for the following purposes, in the proportions shown.

A. For United States expenditures under subsections (a), (b), (d), (f) and (h) through (t) of Section 104 of the Act, or under any of such subsections, 20 percent of the Guinean francs accruing pursuant to this Agreement.

B. For loans to be made by the Agency for International Development of Washington (hereinafter referred to as AID) under Section 104(e) of the Act and for administrative expenses of AID in Guinea incident thereto, 5 percent of the Guinean francs accruing pursuant to this agreement. It is understood that:

(1) Such loans under Section 104(e) of the Act will be made to United States business firms and branches, subsidiaries, or affiliates of such firms in Guinea for business development and trade expansion in Guinea and to United States firms and Guinean firms for the establishment of facilities for aiding in the utilization, distribution, or otherwise increasing the consumption of and markets for United States agricultural products.

(2) Loans will be mutually agreeable to AID and the Government of the Republic of Guinea acting through the Bank of the Republic of Guinea (hereinafter referred to as the Bank). The Governor of the Bank, or his designate, will act for the Government of the Republic of Guinea, and the Administrator of AID, or his designate, will act for AID.

(3) Upon receipt of an application which AID is prepared to consider, AID will inform the Bank of the identity of the applicant, the nature of the proposed business, the amount of the proposed loan, and the general purposes for which the loan proceeds would be expended.

(4) When AID is prepared to act favorably upon an application, it will so notify the Bank and will indicate the interest rate and the repayment period which would be used under the proposed loan. The interest rate will be similar to that prevailing in the Republic of Guinea on comparable loans, provided such rate is not lower than the cost of funds to the United States Treasury on comparable maturities, and the maturities will be consistent with the purposes of the financing.

(5) Within sixty days after the receipt of the notice that AID is prepared to act favorably upon an application, the Bank will indicate to AID whether or not the Bank has any objection to the proposed loan. Unless within the sixty-day period AID has received such a communication from the Bank, it shall be understood that the Bank has no objection to the proposed loan. When AID approves or declines the proposed loan it will notify the Bank.

(6) In the event the Guinea francs set aside for loans under Section 104(e) of the Act are not advanced within three years from the date of this agreement because AID has not approved loans or because proposed loans have not been mutually agreeable to AID and the Bank, the Government of the United States of America may use the Guinea francs for any purpose authorized by Section 104 of the Act.

C. For a loan to the Government of the Republic of Guinea under Section 104(g) of the Act for financing such projects to promote economic development including projects not heretofore included in plans of the Government of the Republic of Guinea, as may be mutually agreed, 75 percent of the Guinean francs accruing pursuant to this agreement. The terms and conditions of the loan and other provisions will be set forth in a separate loan agreement. In the event that agreement is not reached on the use of the Guinean francs for loan purposes under section 104(g) of the Act within three years from the date of this agreement, the Government of the United States of America may use the Guinean francs for any purpose authorized by Section 104 of the Act.

ARTICLE III

DEPOSIT OF GUINEAN FRANCS

1. The Government of Guinea will deposit to the account of the Government of the United States of America an amount of Guinean francs equivalent to the dollar sales value of the commodities financed by the Government of the United States of America converted into Guinean francs at the applicable rate of exchange in effect on the date of dollar disbursement by the Government of the United States of America.

(a) If a unitary exchange rate system is maintained by the Government of the Republic of Guinea, the applicable rate will be the rate at which the central monetary authority of Guinea, or its authorized agent, sells foreign exchange for Guinean francs.

(b) If a unitary rate system is not maintained, the applicable rate will be the rate mutually agreed upon by the Govern-

ment of the United States of America and the Government of the Republic of Guinea.

2. The Government of the United States shall determine which of its funds shall be used to pay any refunds of Guinean francs which become due under this agreement or which are due or become due under any prior agricultural commodities agreement. A reserve will be maintained under this agreement for two years from the effective date of this agreement which may be used for the payment of such refunds. Any payment out of this reserve shall be treated as a reduction in the total Guinean francs accruing to the Government of the United States of America under this agreement.

ARTICLE IV

GENERAL UNDERTAKINGS

1. The Government of the Republic of Guinea will take all possible measures to prevent the resale or transshipment to other countries or the use for other than domestic purposes of the agricultural commodities purchased pursuant to this agreement (except where such resale, transshipment or use is specifically approved by the Government of the United States of America); to prevent the export of any commodity of either domestic or foreign origin which is the same as, or like, the commodities purchased pursuant to this agreement during the period beginning on the date of this agreement and ending with the final date on which such commodities are received and utilized (except where such export is specifically approved by the Government of the United States of America); and to ensure that the purchase of commodities pursuant to this agreement does not result in increased availability of the same or like commodities to nations unfriendly to the United States of America.

2. The two Governments will take reasonable precautions to assure that all sales and purchases of agricultural commodities pursuant to this agreement will not displace usual marketings of the United States of America in these commodities or unduly disrupt world prices of agricultural commodities or normal patterns of commercial trade with friendly nations.

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 Guinea will furnish quarterly information on the progress of the program, particularly with respect to the arrival and condition of commodities, provisions for the maintenance of usual marketings, and imports and 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 Conakry, Guinea, in duplicate, this 4th day of February, 1966.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA	FOR THE GOVERNMENT OF THE REPUBLIC OF GUINEA
PIERRE R. GRAHAM	CAMARA BALLA

ACCORD

Relatif aux Produits Agricoles, conclu entre le GOUVERNEMENT DES ETATS-UNIS D'AMERIQUE et le GOUVERNEMENT DE LA REPUBLIQUE DE GUINEE en vertu du titre I de la Loi sur le Développement des Echanges Commerciaux et de l'Aide en Produits Agricoles, telle qu'elle a été amendée

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Le Gouvernement des Etats-Unis d'Amérique et le Gouvernement de la République de Guinée:

Reconnaissant qu'il est désirable de développer le commerce des produits agricoles entre leurs deux pays et avec d'autres nations amies d'une manière telle que ce développement ne risque pas de porter préjudices aux marchés habituels des Etats-Unis d'Amérique pour ces produits, ni d'entraîner des modifications excessives des prix mondiaux de ces produits agricoles ou des courants commerciaux normaux avec les pays amis;

Considérant que l'achat en francs guinéens de produits agricoles en provenance des Etats-Unis d'Amérique aidera à la réalisation du développement de ce commerce;

Considérant que les francs guinéens 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 à la République de Guinée conformément au titre I de la Loi des Etats-Unis tendant à developper et à aider le commerce agricole telle qu'elle a été amendée (ci-après dénommée "la Loi", et les mesures que les deux Gouvernements prendront tant individuellement que collectivement pour poursuivre le développement du commerce agricole en ce qui concerne de tels produits:

Sont convenus ce qui suit:

ARTICLE I.–

VENTES PAYABLES EN FRANCS GUINEENS

1.– Sous réserve de l'émission d'autorisation d'achats par le Gouvernement des Etats-Unis d'Amérique et de l'acceptation desdites autorisations par le Gouvernement de la République de Guinée, et à la condition que les produits visés par la Loi seront disponibles à la date prévue pour leur exportation, le Gouvernement

des Etats-Unis d'Amérique s'engage à financer les ventes à des acheteurs autorisés par le Gouvernement de la République de Guinée, avec paiement en francs guinéens, des produits agricoles suivants et pour les montants indiqués ci-dessous:

Produit:	Valeur sur le marché d'exportation (en millions de dollars)
Riz	$ 2.38

2.– Les demandes d'autorisation d'achat seront faites dans un délai de 90 jours après la date d'entrée en vigueur de cet Accord, à l'exception des demandes d'autorisation d'achat pour toutes marchandises supplémentaires ou montants relatifs à des marchandises fournies par cet Accord qui seront faites dans un délai de 90 jours à partir de la date d'entrée en vigeur de cet amendement. Les autorisations d'achat comporteront des dispositions relatives à la vente et la livraison des produits, les dates et les conditions de dépôt des francs guinéens provenant de telles ventes, et autres dispositions s'y rapportant.

3.– Le Gouvernement des Etats-Unis d'Amérique financera les dépenses relatives au transport maritime en rapport avec cet Accord seulement dans la mesure où de telles dépenses seront plus élevées qu'elles n'auraient dû l'être du fait de l'exigence portant à environ cinquante pour cent le tonnage des marchandises devant être transportées par des navires battant pavillon des Etats-Unis. Le solde des dépenses encourues pour les marchandises transportées par des navires battant pavillon des Etats-Unis sera réglé en dollars par le Gouvernement de la République de Guinée. Le Gouvernement de la République de Guinée ne sera pas mis dans l'obligation de déposer des francs pour le transport maritime financé par le Gouvernement des Etats-Unis d'Amérique.

Peu de temps après la signature du contrat pour réserver le cubage nécessaire au transport maritime sous pavillon des Etats-Unis, ou dans tous les cas antérieurement à l'arrivée du navire pour le chargement, le Gouvernement de la République de Guinée ouvrira un accréditif, en dollars, pour le montant estimé du coût de transport maritime des marchandises transportées sous pavillon des Etats-Unis.

4.– L'un ou l'autre Gouvernement pourra mettre fin au financement, à la vente et à la livraison des produits en vertu du présent Accord s'il juge qu'il est inutile ou inopportun, en raison du changement des conditions, de continuer de financer, de vendre ou de livrer lesdits produits.

ARTICLE II.–

UTILISATION DES FRANCS GUINEENS

Les francs guinéens acquis par le Gouvernement des Etats-Unis d'Amérique à la suite des ventes faites conformément au présent

Accord seront utilisés par le Gouvernement des Etats-Unis d'Amérique de la façon et dans l'ordre de la priorité déterminé par ce dernier, pour les objets suivants et dans les proportions indiquées:

A. Pour régler des dépenses effectuées par le Gouvernement des Etats-Unis au titre des sous-sections (a) (b) (d) (f) et (h) jusqu'à la sous-section (b) de la Section 104 de la Loi ou au titre de l'une quelconque de ces sous-sections, vingt pour cent des francs guinéens acquis en vertu du présent Accord.

B. Pour les prêts qui seront faits par l'Agence pour le Développement International de Washington (ci-après dénommée "AID") au titre de la Section 104 (e) de la Loi pour les dépenses administratives de l'AID en Guinée, se rapportant à ces prêts: cinq pour cent des francs guinéens acquis en vertu du présent Accord. Il est entendu que:

(1) De tels prêts au titre de la section 104 (e) de la Loi seront consentis à des Sociétés Américaines et aux succursales, agences ou filiales de ces Sociétés en République de Guinée, afin de développer les affaires et le commerce en Guinée, et à des Sociétés Américaines et des Sociétés guinéennes pour l'établissement des conditions qui aideront à l'utilisation, à l'augmentation d'une manière quelconque de la distribution ou de la consommation et de l'extension du marché pour les produits agricoles en provenance des Etats-Unis d'Amérique.

(2) l'AID et le Gouvernement de la République de Guinée agissant par l'intermédiaire de la Banque Centrale de la République de Guinée (ci-après dénommée "la Banque") donneront leur accord mutuel aux prêts. Le Gouverneur de la Banque ou son délégué, agira au nom du Gouvernement de la République de Guinée, et l'Administrateur de l'AID ou son délégué, agira au nom de l'AID.

(3) Dès réception d'une demande faite et que l'AID est prête à étudier, la Banque sera avisée par l'AID de l'identité du demandeur, de la nature de l'affaire en question, du montant du prêt demandé et des buts généraux pour lesquels le montant du prêt sera utilisé.

(4) Quand l'AID sera prête à prendre une décision favorable au sujet d'une demande, elle en avisera la Banque et elle lui indiquera le taux de l'intérêt et la période de remboursement qui seront appliqués au prêt. Le taux d'intérêt sera similaire à celui qui aura cours dans la République de Guinée pour des prêts comparables, à condition que ce taux ne soit pas inférieur au taux payé par le Trésor des Etats-Unis pour des valeurs similaires, et les échéances seront en rapport avec les objets du financement.

(5) Dans les 60 jours qui suivront la réception d'un avis indiquant que l'AID est prête à prendre une décision favorable relative à une demande, la Banque fera savoir à l'AID si oui ou non la Banque a des objections à formuler au sujet du prêt en question. Si au cours de ce délai de 60 jours l'AID n'a pas reçu une telle communication de la Banque, il sera entendu que la Banque n'a pas d'objection à formuler au sujet du prêt en question. Quand l'AID aura approuvé ou refusé le prêt en question, elle en avertira la Banque.

(6) Si les francs guinéens mis de côté pour des prêts au titre de la Section 104 (e) de la Loi n'étaient pas utilisés dans un délai de trois ans à partir de la date de cet Accord parce que l'AID n'aurait pas approuvé les prêts ou parce que les prêts n'auraient pas été acceptés mutuellement par l'AID et la Banque, le Gouvernement des Etats-Unis d'Amérique pourrait utiliser les francs guinéens pour tout autre objet autorisé par la Section 104 de la Loi.

C.– Pour un prêt au Gouvernement de la République de Guinée au titre de la Section 104 (g) de la Loi, Soixante quinze pour cent des francs guinéens acquis en vertu du présent Accord, afin de financer des projets destinés à stimuler le Développement Economique, y compris des projets non inclus jusqu'ici dans les plans du Gouvernement de la République de Guinée, suivant l'accord à intervenir entre les deux Gouvernements. Les termes, conditions et les autres dispositions du prêt seront énoncés dans un Accord de prêt séparé.

Au cas où, dans un délai de trois ans à partir de l'entrée en vigueur du présent Accord, on ne pouvait obtenir un accord sur l'utilisation des francs guinéens à des fins de prêts, au titre de la Section 104 (g) de la Loi, le Gouvernement des Etats-Unis d'Amérique pourrait utiliser lesdits francs guinéens pour tout autre objet autorisé par la Section 104 de la Loi.

ARTICLE III.–

DEPOT EN FRANCS GUINEENS

1. Le Gouvernement de la République de Guinée déposera au compte du Gouvernement des Etats-Unis d'Amérique un montant en francs guinéens équivalent à la valeur marchande en dollars des produits financés par le Gouvernement des Etats-Unis d'Amérique convertis en francs guinéens selon le taux de change en cours à la date du paiement en dollars par le Gouvernement des Etats-Unis d'Amérique.

(a) Si le Gouvernement de la République de Guinée applique un taux de change unique à toutes les opérations de change, le taux applicable sera celui appliqué par la Banque Centrale de la République de Guinée, ou son agent autorisé pour l'échange de monnaies étrangères en francs guinéens.

(b) Si un taux légal applicable aux opérations de change n'existe pas, le taux de change fera l'objet d'un accord mutuel entre le Gouvernement des Etats-Unis d'Amérique et le Gouvernement de la République de Guinée.

2. Le Gouvernement des Etats-Unis déterminera quels fonds seront disponibles pour tout remboursement de francs guinéens qui pourrait être exigible par cet Accord, ou qui le serait effectivement ou le deviendrait dans le cadre d'un Accord de Produits Agricoles antérieur. Une réserve sera maintenue pour une durée de deux ans

relativement à cet Accord, depuis la date d'entrée en vigueur de celui-ci, afin que de tels remboursements puissent être effectués. Tout paiement provenant de cette réserve sera déduit du montant total de francs guinéens incombant au Gouvernement des Etats-Unis dans le cadre de cet Accord.

ARTICLE IV

DISPOSITIONS GENERALES

1. Le Gouvernement de la République de Guinée prendra toutes les dispositions utiles pour empêcher la revente ou le transbordement vers d'autres pays, ou l'utilisation pour des objets autres que la consommation à l'intérieur du pays, des produits agricoles achetés en vertu des dispositions du présent Accord (sauf le cas où leur revente, leur transbordement ou leur utilisation seraient expressément approuvés par le Gouvernement des Etats-Unis d'Amérique); pour empêcher l'expédition de tous produits d'origine nationale ou étrangère, identiques ou similaires, aux produits achetés en vertu du présent Accord pendant une période commençant à la date du présent Accord et se terminant à la date limite à laquelle de tels produits seront reçus et utilisés (excepté dans le cas où de telles exportations seraient expressément approuvées par le Gouvernement des Etats-Unis d'Amérique); et pour assurer que l'achat desdits produits en vertu du présent Accord n'aura pas pour effet d'augmenter les disponibilités de produits similaires en vue de leur exportation vers des pays non-amis des Etats-Unis d'Amérique.

2. Les deux Gouvernements conviennent qu'ils prendront toutes précautions convenables pour s'assurer que toutes les ventes ou les achats des produits agricoles effectués conformément aux dispositions du présent Accord ne porteront pas préjudices aux marchés habituels des Etats-Unis d'Amérique pour ces produits, ou n'entraîneront pas de modifications excessives des prix mondiaux de ces produits agricoles, ou n'entraveront pas les courants commerciaux normaux avec les pays amis.

3. Aux fins d'applications du présent Accord, les deux Gouvernements chercheront à faire prévaloir une situation commerciale qui permettra aux négociants privés d'exercer leur commerce d'une façon efficace, et ils s'efforceront en outre de créer de nouveaux marchés pour les produits agricoles et de développer constamment ces marchés.

4. Le Gouvernement de la République de Guinée fournira trimestriellement des renseignements sur l'état d'avancement du programme, notamment en ce qui concerne les arrivages et l'état des produits et les dispositions prises pour maintenir les marchés habituels; ainsi que les renseignements relatifs à l'importation et à l'exportation de ces produits ou de produits similaires.

ARTICLE V.–

CONSULTATIONS

A la requête de l'un d'eux, les deux Gouvernements se consulteront en ce qui concerne toute question relative à l'application du présent Accord ou à l'exécution des arrangements prévus en vertu du présent Accord.

ARTICLE VI.–

ENTREE EN VIGUEUR

Le présent Accord entrera en vigueur à la date de signature.

En foi de quoi les Représentants soussignés, dûment autorisés à cet effet, ont signé le présent Accord.

FAIT A CONAKRY en double exemplaire, le 4 Février 1966./–

Pour le Gouvernement des Etats-Unis d'Amérique.	Pour le Gouvernement de la République de Guinée.
PIERRE R. GRAHAM	CAMARA BALLA

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

EMBASSY OF THE
UNITED STATES OF AMERICA
Conakry, February 4, 1966.

No. 39

EXCELLENCY:

I have the honor to refer to the Agricultural Commodities Agreement signed today by representatives of our two Governments and to inform you of my Government's understanding of the following:

(1) For purposes of Section 104(a) of the Act, the Government of Guinea will provide, upon request of the Government of the United States of America, facilities for the conversion into non-dollar currencies of $47,600 worth, or two percent of the Guinean francs accruing from sales and 104(g) loan repayments, whichever is greater, to finance agricultural market development activities in other countries.

(2) The Government of the United States of America may utilize Guinean francs in the Republic of Guinea to pay for travel which is part of a trip in which the traveler travels from, to, or through the Republic of Guinea. It is understood that these funds are intended to cover only travel by persons who are on

official business for the Government of the United States of America or in connection with activities financed by the Government of the United States of America. It is further understood that the travel for which Guinean francs may be utilized shall not be limited to services provided by the Republic of Guinea's transportation facilities.

(3) Until our two governments develop other arrangements for payment of interest on Guinean francs received by the Government of the United States of America, the Government of the Republic of Guinea agrees that these Guinean francs may be deposited with the Government of the Republic of Guinea or with the Central Bank of Guinea and interest thereon shall be payable at 2½ per cent per annum.

(4) With regard to paragraph 4, Article IV of the Agreement, the Government of the Republic of Guinea agrees to furnish quarterly the following information in connection with each shipment of commodities received under the agreement: the name of each vessel, the date of arrival, the port of arrival, the commodity and quantity received, the condition in which received, the date unloading was completed, the disposition of the cargo, i.e., distributed locally, or, if shipped, where shipped. In addition, the Government of the Republic of Guinea agrees to furnish quarterly a statement of measures it has taken to prevent the resale or transshipment of commodities furnished, and assurances that the program has not resulted in increased availability of the same or like commodities to other nations.

The Government of the Republic of Guinea further agrees that the above statements will be accompanied by statistical data on imports and exports by country of origin or destination of commodities which are the same or like those imported under the agreement.

I should appreciate receiving your Excellency's confirmation of the above understanding.

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

PIERRE R. GRAHAM
Chargé d'Affaires a. i.

His Excellency
LANSANA BÉAVOGUI,
Minister of Foreign Affairs,
Conakry.

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

CONAKRY, *le 4 Février 1966*

EXCELLENCE,

J'ai l'honneur d'accuser réception de votre lettre en date de ce jour et ainsi libellée.

"J'ai l'honneur de me référer à l'Accord sur les Produits Agricoles signé ce jour par les Représentants de nos deux Gouvernements et de vous informer de la façon dont mon Gouvernement comprend les points suivants:

(1) Aux fins de la Section 104 (a) de la Loi, le Gouvernement de la République de Guinée fournira sur demande du Gouvernement des Etats-Unis d'Amérique toutes facilités pour convertir en devises autres que des dollars, l'équivalent soit de $.47.600, soit de deux pour cent des francs guinéens provenant des ventes et des remboursements du Prêt (Section 104 (g), en choisissant le montant le plus élevé, pour le financement des activités de développement du marché agricole dans d'autres pays.

(2) Le Gouvernement des Etats-Unis d'Amérique pourra utiliser les francs guinéens dans la République de Guinée pour le paiement de voyages en provenance ou en direction de la République de Guinée ou traversant ce pays. Il est entendu que ces fonds serviront uniquement à couvrir les voyages de personnes en mission officielle pour le compte du Gouvernement des Etats-Unis d'Amérique ou en rapport avec les activités financées par le Gouvernement des Etats-Unis d'Amérique. Il est également entendu que les voyages qui pourront être financés en francs guinéens ne seront pas limités aux services fournis par des organismes de transport de la République de Guinée.

(3) Jusqu'à ce que nos deux Gouvernements préparent d'autres arrangements pour le paiement d'intérêt sur les francs guinéens reçu par le Gouvernement des Etats-Unis d'Amérique, le Gouvernement de la République de Guinée est d'accord pour que ces francs guinéens puissent être déposés auprès du Gouvernement de la République de Guinée ou auprès de la Banque Nationale de Guinée, et que l'intérêt pour ces francs soit payable à 2½ pour cent par an.

(4) En ce qui concerne le paragraphe 4, Article IV de l'Accord, le Gouvernement de la République de Guinée s'engage à fournir tous les trois mois les renseignements suivants au sujet de chaque livraison de produits reçus au titre de cet Accord: le nom de chaque navire, la date d'arrivée, le port d'arrivée, la marchandise et la quantité reçue, l'état dans lequel elle a été reçue, la date à laquelle le déchargement a été terminé, les dispositions prises relatives aux marchandises, c'est-à-dire si elles ont été distribuées localement ou, si expédiées, à quelle destination. De plus, le Gouvernement de la République de

Guinée s'engage à fournir chaque trimestre un rapport sur les mesures qu'il a prises pour empêcher la revente ou le transbordement des produits fournis et pour s'assurer que le programme n'a pas eu pour résultat de provoquer une augmentation de la disponibilité de ces mêmes produits ou d'autres similaires en faveur d'autres nations.

Le Gouvernement de la République de Guinée s'engage de plus à ce que les rapports mentionnés ci-dessus soient accompagnés des données statistiques sur les importations et exportations par pays d'origine ou de destination des marchandises qui sont les mêmes ou similaires à celles importées au titre de cet Accord.

Je serais très obligé à Votre EXCELLENCE de bien vouloir me faire parvenir confirmation de notre identité de vue concernant ce qui précède.

Je vous prie d'agréer, EXCELLENCE, l'assurance renouvelée de ma très haute considération".

J'ai l'honneur de vous donner l'accord total de Mon Gouvernement sur les termes de cette lettre.

Veuillez agréer EXCELLENCE, les assurances renouvelée de ma très haute considération./–

L BEAVOGUI

Dr. Lansana Beavogui
Ministre des Affaires
Etrangeres – Conakry –

S. E. PIERRE R. GRAHAM
Chargé d'Affaires a.i.
– Conakry –

Translation

CONAKRY, *February 4, 1966*

EXCELLENCY:

I have the honor to acknowledge receipt of your note of this date, which reads as follows:

[For the English language text see *ante*, p. 120.]

I have the honor to signify my Government's full agreement to the terms of this note.

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

L BEAVOGUI

Dr. Lansana Beavogui
Minister of Foreign Affairs
Conakry

Mr. PIERRE R. GRAHAM,
Chargé d'Affaires ad interim,
Conakry.

TIAS 5966

JAPAN

Trade in Cotton Textiles

Agreement modifying and extending the arrangement of August 27, 1963, as modified.
Effected by exchange of notes
Signed at Washington January 14, 1966;
Entered into force January 14, 1966;
Applicable January 1, 1966.

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

EMBASSY OF JAPAN
WASHINGTON
January 14, 1966

No. E - 2

EXCELLENCY:

I have the honor to refer to the recent discussions held in Geneva and in Washington between representatives of our two Governments regarding trade in cotton textiles between Japan and the United States and to the Arrangement between the Government of Japan and the Government of the United States of America concerning trade in cotton textiles between Japan and the United States, effected by the Exchange of Notes on August 27, 1963,[1] as modified by the Exchange of Notes on May 19, 1965 [2] (hereinafter referred to as "the 1963 Arrangement").

I have the honor to confirm, on behalf of the Government of Japan, the understandings reached between our two Governments that the 1963 Arrangement shall be extended with the following modifications during the interim period beginning January 1, 1966, until December 31, 1967, or the date of entry into force of a new arrangement which will supersede the 1963 Arrangement, whichever date is the earlier.

1. The following shall be applicable retroactively as from January 1, 1966:

a. The phrase "for the period of three years beginning January 1, 1963" in the preamble and numbered paragraph 1 b of the 1963

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[1] TIAS 5408; 14 UST 1078.
[2] TIAS 5804; 16 UST 747.

Arrangement shall be deleted and replaced by the phrase "for the period beginning January 1, 1963, until December 31, 1967, or the date of entry into force of a new arrangement which will supersede this Arrangement, whichever date is the earlier".

b. In numbered paragraph 3 of the 1963 Arrangement the second and third sentences shall be deleted and replaced by the following:

"The annual aggregate limits for 1965 and each subsequent year shall be increased by 5 percent over the limit for the preceding year. These annual increases shall be applied to each limit for the groups and to each limit or ceiling within the groups. The quantity of 16,155 pounds by which the limit for zipper tapes, n.e.s., could be exceeded during 1965 shall not be included in calculating the limits and ceilings applicable after 1965."

c. Numbered paragraph 10 a of the 1963 Arrangement shall be deleted and replaced by the following:

"This Arrangement shall continue in force through December 31, 1967, or until the date of the entry into force of a new arrangement which will supersede this Arrangement, whichever date is the earlier, provided that either Government may terminate this Arrangement prior thereto effective at the beginning of a calendar year by giving sixty days' written notice to the other Government."

2. If the said new arrangement has not entered into force by March 31, 1966, the following shall be applicable retroactively as from January 1, 1966:

a. In numbered paragraph 2 of the 1963 Arrangement the sentence commencing with "Within the annual aggregate limit," shall be deleted and replaced by the following:

"Within the annual aggregate limit, the limits for Groups I, II and IV may be exceeded by not more than 10 percent, and the limit for Group III may be exceeded by not more than 5 percent."

b. Numbered paragraph 1 b and e in Annex A of the 1963 Arrangement shall be deleted and the following new paragraph 1 b shall be inserted:

"In the event that (1) exports from Japan of "ginghams, combed" should exceed substantially 75 percent of the limit for "ginghams" or exports from Japan of fabrics made from combed warp and filling should exceed substantially the volume equivalent to the limitation that applied to such exports in 1965, respectively, as adjusted in accordance with the provisions of paragraph 3 of the Arrangement, and (2) as a result of this excess, such exports

should cause or threaten to cause disruption of the United States domestic market, the Government of the United States may request, in the manner set forth in paragraph 5 of the Arrangement, consultations with the Japanese Government to determine an appropriate course of action. During the course of such consultations, the Japanese Government will maintain exports in the products in question at the same levels as those mentioned in paragraph 5 b of the Arrangement."

c. Numbered paragraph 5 in Annex A of the 1963 Arrangement shall be deleted and replaced by the following:

"Within the annual aggregate limit and the limitation for each group provided for in paragraph 2 of the Arrangement, the limits and ceilings set for specific products may be exceeded by not more than 5 percent."

I have further the honor to request Your Excellency to be good enough to confirm the foregoing understandings on behalf of the Government of the United States.

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

SUSUMU NAKAGAWA
Chargé d'Affaires ad interim

His Excellency
DEAN RUSK,
Secretary of State
of the United States of America.

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

DEPARTMENT OF STATE
WASHINGTON
January 14, 1966

SIR:

I acknowledge receipt of your note of today's date which reads as follows:

Excellency:

I have the honor to refer to the recent discussions held in Geneva and in Washington between representatives of our two Governments regarding trade in cotton textiles between Japan and the United States and to the Arrangement between the Government of Japan and the Government of the United States of America concerning trade in cotton textiles between Japan and the United States, effected by the Exchange of Notes on August 27, 1963, as

modified by the Exchange of Notes on May 19, 1965 (hereinafter referred to as "the 1963 Arrangement").

I have the honor to confirm, on behalf of the Government of Japan, the understandings reached between our two Governments that the 1963 Arrangement shall be extended with the following modifications during the interim period beginning January 1, 1966, until December 31, 1967, or the date of entry into force of a new arrangement which will supersede the 1963 Arrangement, whichever date is the earlier.

1. The following shall be applicable retroactively as from January 1, 1966:

a. The phrase "for the period of three years beginning January 1, 1963" in the preamble and numbered paragraph 1 b of the 1963 Arrangement shall be deleted and replaced by the phrase "for the period beginning January 1, 1963, until December 31, 1967, or the date of entry into force of a new arrangement which will supersede this Arrangement, whichever date is the earlier".

b. In numbered paragraph 3 of the 1963 Arrangement the second and third sentences shall be deleted and replaced by the following:

"The annual aggregate limits for 1965 and each subsequent year shall be increased by 5 percent over the limit for the preceding year. These annual increases shall be applied to each limit for the groups and to each limit or ceiling within the groups. The quantity of 16,155 pounds by which the limit for zipper tapes, n.e.s., could be exceeded during 1965 shall not be included in calculating the limits and ceilings applicable after 1965."

c. Numbered paragraph 10 a of the 1963 Arrangement shall be deleted and replaced by the following:

"This Arrangement shall continue in force through December 31, 1967, or until the date of the entry into force of a new arrangement which will supersede this Arrangement, whichever date is the earlier, provided that either Government may terminate this Arrangement prior thereto effective at the beginning of a calendar year by giving sixty days' written notice to the other Government."

2. If the said new arrangement has not entered into force by March 31, 1966, the following shall be applicable retroactively as from January 1, 1966:

a. In numbered paragraph 2 of the 1963 Arrangement the sentence commencing with "Within the annual aggregate limit," shall be deleted and replaced by the following:

"Within the annual aggregate limit, the limits for Groups I, II and IV may be exceeded by not more than 10 percent, and the limit for Group III may be exceeded by not more than 5 percent."

b. Numbered paragraph 1 b and e in Annex A of the 1963 Arrangement shall be deleted and the following new paragraph 1 b shall be inserted:

"In the event that (1) exports from Japan of 'ginghams, combed' should exceed substantially 75 percent of the limit for 'ginghams' or exports from Japan of fabrics made from combed warp and filling should exceed substantially the volume equivalent to the limitation that applied to such exports in 1965, respectively, as adjusted in accordance with the provisions of paragraph 3 of the Arrangement, and (2) as a result of this excess, such exports should cause or threaten to cause disruption of the United States domestic market, the Government of the United States may request, in the manner set forth in paragraph 5 of the Arrangement, consultations with the Japanese Government to determine an appropriate course of action. During the course of such consultations, the Japanese Government will maintain exports in the products in question at the same levels as those mentioned in paragraph 5 b of the Arrangement."

c. Numbered paragraph 5 in Annex A of the 1963 Arrangement shall be deleted and replaced by the following:

"Within the annual aggregate limit and the limitation for each group provided for in paragraph 2 of the Arrangement, the limits and ceilings set for specific products may be exceeded by not more than 5 percent."

I have further the honor to request your Excellency to be good enough to confirm the foregoing understandings on behalf of the Government of the United States.

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

I confirm the foregoing understandings on behalf of the Government of the United States of America.

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

For the Secretary of State:

ANTHONY M. SOLOMON

The Honorable
SUSUMU NAKAGAWA,
Charge d'Affaires ad interim
of Japan.

TIAS 5967

VIET-NAM

Agricultural Commodities[1]

Agreement signed at Saigon March 21, 1966;
Entered into force March 21, 1966.
With exchange of notes.

AGRICULTURAL COMMODITIES AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF THE REPUBLIC OF VIET-NAM 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 Viet-Nam:

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 or normal patterns of commercial trade with friendly countries;

Considering that the purchase for Vietnamese piastres of agricultural commodities produced in the United States of America will assist in achieving such an expansion of trade;

Considering that the Vietnamese piastres accruing from such purchase 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 agricultural commodities to Viet-Nam pursuant to Title I of the Agricultural Trade Development and Assistance Act,[2] as amended (hereinafter referred to as the 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:

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[1] See also TIAS 5981, 5995, 6062, 6145; *post*, pp. 341, 512, 1042, 2055; and TIAS 6177, *post*, pt. 2.

[2] 68 Stat. 455; 7 U.S.C. §§ 1701–1709.

ARTICLE I

SALES FOR VIETNAMESE PIASTRES

1. Subject to issuance by the Government of the United States of America and acceptance by the Government of the Republic of Viet-Nam of purchase authorizations and to the availability of the specified commodities under the Act at the time of exportation, the Government of the United States of America undertakes to finance the sales for Vietnamese piastres, to purchasers authorized by the Government of the Republic of Viet-Nam, of the following agricultural commodities in the amounts indicated:

COMMODITY	EXPORT MARKET VALUE (MILLIONS)
RICE	$27.42
WHEAT FLOUR	4.81
TOBACCO	7.87
COTTON	12.21
TOTAL	$52.31

2. Applications for purchase authorizations will be made within 90 days after the effective date of this agreement, except that applications for purchase authorizations for any additional commodities or amounts of commodities provided for in any amendment to this agreement will be made within 90 days after the effective date of such amendment. Purchase authorizations will include provisions relating to the sale and delivery of commodities, the time and circumstances of deposit of Vietnamese piastres accruing from such sale, and other relevant matters.

The Government of the United States of America will finance ocean transportation costs incurred pursuant to this agreement only to the extent that such costs are higher than otherwise would be the case by reason of the requirement that approximately 50 percent by tonnage of the commodities be transported in United States flag vessels. The balance of cost for commodities required to be carried in United States flag vessels shall be paid in dollars by the Government of the Republic of Viet-Nam. The Government of the Republic of Viet-Nam will not be required to deposit Vietnamese piastres for ocean transportation financed by the Government of the United States of America.

Promptly after contracting for United States flag shipping space required to be used, and in any event not later than presentation of vessel for loading, the Government of the Republic of Viet-Nam will open a letter of credit, in dollars, for the estimated cost of ocean transportation for commodities carried in United States flag vessels.

3. The financing, sale and delivery of commodities under this agreement may be terminated by either Government if that Government determines that because of changed conditions the continuation of such financing, sale or delivery is unnecessary or undesirable.

ARTICLE II

USES OF VIETNAMESE PIASTRES

The Vietnamese piastres accruing to the Government of 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 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. For United States expenditures under subsections (a), (b), (d), (f) and (h) through (t) of Section 104 of the Act, or under any of such subsections, 15 percent of the Vietnamese piastres accruing pursuant to this agreement.

B. For grant to the Government of the Republic of Viet-Nam under subsection (c) of Section 104 of the Act, 85 percent of the Vietnamese piastres accruing pursuant to this agreement. In the event that agreement is not reached on the use of the Vietnamese piastres for grant under subsection (c) of Section 104 of the Act within three years from the date of this agreement, the Government of the United States of America may use the Vietnamese piastres for any purpose authorized by Section 104 of the Act.

ARTICLE III

DEPOSIT OF VIETNAMESE PIASTRES

1. The Government of the Republic of Viet-Nam will deposit to the account of the Government of the United States of America an amount of Vietnamese piastres equivalent to the dollar sales value of the commodities financed by the Government of the United States of America converted into Vietnamese piastres at the applicable rate of exchange in effect on the date of dollar disbursement by the Government of the United States of America.

(a) If a unitary exchange rate system is maintained by the Government of the Republic of Viet-Nam, the applicable rate will be the rate at which the central monetary authority of Viet-Nam, or its authorized agent, sells foreign exchange for Vietnamese piastres.

(b) If a unitary rate system is not maintained, the applicable rate will be the rate mutually agreed upon by the Government of the United States of America and the Government of the Republic of Viet-Nam.

2. The Government of the United States of America shall determine which of its funds shall be used to pay any refunds of Vietnamese piastres which become due under this agreement or which are due or

become due under any prior agricultural commodities agreement. A reserve will be maintained under this agreement for two years from the effective date of this agreement which may be used for the payment of such refunds. Any payment out of this reserve shall be treated as a reduction in the total Vietnamese piastres accruing to the Government of the United States of America under this agreement.

ARTICLE IV

GENERAL UNDERTAKINGS

1. The Government of the Republic of Viet-Nam will take all possible measures to prevent the resale or transshipment to other countries or the use for other than domestic purposes of the agricultural commodities purchased pursuant to this agreement (except where such resale, transshipment or use is specifically approved by the Government of the United States of America); to prevent the export of any commodity of either domestic or foreign origin which is the same as, or like, the commodities purchased pursuant to this agreement in calendar year 1966 during which Title I commodities are being imported (except where such export is specifically approved by the Government of the United States); and to ensure that the purchase of commodities pursuant to this agreement does not result in increased availability of the same or like commodities to nations unfriendly to the United States of America.

2. The two Governments will take reasonable precautions to assure that all sales and purchases of agricultural commodities pursuant to this agreement will not displace usual marketings of the United States of America in these commodities or unduly disrupt world prices of agricultural commodities or normal patterns of commercial trade with friendly countries.

3. In carrying out this agreement, the two Governments will week 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 Viet-Nam will furnish quarterly information on the progress of the program, particularly with respect to the arrival and condition of commodities; provisions for the maintenance of usual marketings; and information relating to imports and 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 Saigon in duplicate this 21st day of March, 1966.

FOR THE GOVERNMENT OF THE REPUBLIC OF VIET-NAM	FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA
TRAN VAN DO	HENRY CABOT LODGE

The American Ambassador to the Vietnamese Minister of Foreign Affairs

EMBASSY OF THE
UNITED STATES OF AMERICA
Saigon, March 21, 1966.

No. 215

EXCELLENCY:

I have the honor to refer to the Agricultural Commodities Agreement between the United States of America and the Government of the Republic of Viet-Nam signed today and to confirm the following understanding of my Government:

1. The Government of the Republic of Viet-Nam will provide, upon request of the Government of the United States of America, facilities for conversion into other non-dollar currencies of the following amounts of piastres: for purposes of Section 104(a) of the Act, $1,046,200 or two percent of the piastres accruing under the agreement, whichever is greater, to finance agricultural market development activities in other countries; and for purposes of Section 104(h) of the Act and for the purposes of the mutual educational and cultural exchange Act of 1961,[1] up to $520,000 worth of piastres to finance educational and cultural exchange programs and activities in other countries.

2. The Government of the Republic of Viet-Nam agrees that it will prohibit the export of rice from Viet-Nam during the period of actual import and utilization of U.S. rice or until December 31, 1966, whichever is later.

3. The Government of the United States of America may utilize piastres in Viet-Nam to pay for travel which is part of a trip in which the traveler travels from, to or through Viet-Nam. It is

[1] 75 Stat. 527; 22 U.S.C. § 2451 note.

understood that these funds are intended to cover only travel by persons who are traveling on official business for the Government of the United States of America or in connection with activities financed by the Government of the United States of America. It is further understood that the travel for which piastres may be utilized shall not be limited to services provided by Vietnamese transportation facilities.

4. With respect to Paragraph 1 of Article III, under the current Vietnamese exchange system, the amount of piastres to be deposited against dollar disbursements by the Government of the United States of America shall be computed at the controlled free market selling rate, net of all banking charges, in effect on the dates of dollar disbursements.

The Government of the Republic of Viet-Nam agrees that the Vietnamese piastres received by the Government of the United States of America under the agreement may be deposited in interest-bearing accounts in banks in Viet-Nam selected by the Government of the United States of America.

In the event that the exchange system of Viet-Nam is changed to establish a unitary rate for all foreign exchange transactions, deposits of piastres against dollar disbursements which take place on or after the effective date of such change shall be made at the exchange rate specified in subparagraph 1(a) of Article III of the agreement. It is further understood that if there should be any other change in the exchange system of Viet-Nam, the amount of piastres to be deposited under the agreement shall be mutually agreed as provided in subparagraph 1(b) of Article III of the agreement.

5. With regard to Paragraph 4 of Article IV of the agreement, the Government of the Republic of Viet-Nam agrees to furnish quarterly the following information in connection with each shipment of commodities received under the agreements:[1] the name of each vessel; the date of arrival; the port of arrival; the commodity and quantity received; the date unloading was completed; and the disposition of the cargo, i.e., stored, distributed locally or, if shipped, where shipped. In addition, the Government of the Republic of Viet-Nam agrees to furnish quarterly:

A. A statement of measures it has taken to prevent the resale or transshipment of commodities furnished, and

B. Assurances that the program has not resulted in increased availability of the same or like commodities to other nations.

The Government of the Republic of Viet-Nam further agrees that the above statements will be accompanied by statistical data on im-

[1] Should read "agreement:".

ports and exports by country of origin or destination of commodities which are the same as or like those imported under the agreement.

I shall appreciate receiving Your Excellency's confirmation of the above understanding.

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

HENRY CABOT LODGE

His Excellency
TRAN VAN DO
Minister of Foreign Affairs
Saigon

The Vietnamese Minister of Foreign Affairs to the American Ambassador

RÉPUBLIQUE DU VIÊTNAM

MINISTÈRE DES AFFAIRES ÉTRANGÈRES

SAIGON, *March 21, 1966.*

EXCELLENCY,

I have the honour to acknowledge receipt of your note No. 215 dated March 21, 1966 reading as follows:

"I have the honor to refer to the Agricultural Commodities Agreement between the United States of America and the Government of the Republic of Viet-Nam signed today and to confirm the following understanding of my Government:

1. The Government of the Republic of Viet-Nam will provide, upon request of the Government of the United States of America, facilities for conversion into other non-dollar currencies of the following amounts of piastres: for purposes of Section 104(a) of the Act, $1,046,200 or two percent of the piastres accruing under the agreement, whichever is greater, to finance agricultural market development activities in other countries; and for purposes of Section 104(h) of the Act and for the purposes of the mutual educational and cultural exchange Act of 1961, up to $520,000 worth of piastres to finance educational and cultural exchange programs and activities in other countries.

2. The Government of the Republic of Viet-Nam agrees that it will prohibit the export of rice from Viet-Nam during the period of actual import and utilization of U.S. rice or until December 31, 1966, whichever is later.

3. The Government of the United States of America may utilize piastres in Viet-Nam to pay for travel which is part of a trip in which

the traveler travels from, to or through Viet-Nam. It is understood that these funds are intended to cover only travel by persons who are traveling on official business for the Government of the United States of America or in connection with activities financed by the Government of the United States of America. It is further understood that the travel for which piastres may be utilized shall not be limited to services provided by Vietnamese transportation facilities.

4. With respect to Paragraph 1 of Article III, under the current Vietnamese exchange system, the amount of piastres to be deposited against dollar disbursements by the Government of the United States of America shall be computed at the controlled free market selling rate, net of all banking charges, in effect on the dates of dollar disbursements.

The Government of the Republic of Viet-Nam agrees that the Vietnamese piastres received by the Government of the United States of America under the agreement may be deposited in interest-bearing accounts in banks in Viet-Nam selected by the Government of the United States of America.

In the event that the exchange system of Viet-Nam is changed to establish a unitary rate for all foreign exchange transactions, deposits of piastres against dollar disbursements which take place on or after the effective date of such change shall be made at the exchange rate specified in subparagraph 1(a) of Article III of the agreement. It is further understood that if there should be any other change in the exchange system of Viet-Nam, the amount of piastres to be deposited under the agreement shall be mutually agreed as provided in subparagraph 1(b) of Article III of the agreement.

5. With regard to Paragraph 4 of Article IV of the agreement, the Government of the Republic of Viet-Nam agrees to furnish quarterly the following information in connection with each shipment of commodities received under the agreements: the name of each vessel; the date of arrival; the port of arrival; the commodity and quantity received; the date unloading was completed; and the disposition of the cargo, i.e., stored, distributed locally or, if shipped, where shipped. In addition, the Government of the Republic of Viet-Nam agrees to furnish quarterly:

A. A statement of measures it has taken to prevent the resale or transshipment of commodities furnished, and

B. Assurances that the program has not resulted in increased availability of the same or like commodities to other nations.

The Government of the Republic of Viet Nam further agrees that the above statements will be accompanied by statistical data on imports and exports by country of origin or destination of commodities which are the same as or like those imported under the agreement."

I further has the honour to confirm to your Excellency that the Government of the Republic of Viet-Nam accepts the above proposals and that your note and this reply shall constitute an agreement between our two Governments, to enter into force on the date of March 21, 1966.

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

TRAN VAN DO

His Excellency
Mr. HENRY CABOT LODGE
Ambassador Extraordinary and Plenipotentiary
of the United States of America
Saigon

MULTILATERAL

Law of the Sea: Convention on Fishing and Conservation of the Living Resources of the High Seas

Done at Geneva April 29, 1958;
Ratification advised by the Senate of the United States of America, subject to an understanding, May 26, 1960;
Ratified by the President of the United States of America, subject to the said understanding, March 24, 1961;
Ratification of the United States of America deposited with the Secretary-General of the United Nations, with the said understanding, April 12, 1961;
Proclaimed by the President of the United States of America March 31, 1966;
Entered into force March 20, 1966.

BY THE PRESIDENT OF THE UNITED STATES OF AMERICA

A PROCLAMATION

WHEREAS the Convention on Fishing and Conservation of the Living Resources of the High Seas, adopted by the United Nations Conference on the Law of the Sea, Geneva, February 24 to April 27, 1958, was open for signature from April 29 to October 31, 1958, and during that period was signed in behalf of the United States of America and thirty-six other States;

WHEREAS a certified copy of the text of the said Convention, in the English, Chinese, French, Russian, and Spanish languages, is word for word as follows:

UNITED NATIONS CONFERENCE
ON THE LAW OF THE SEA

CONVENTION

ON FISHING
AND CONSERVATION OF THE LIVING RESOURCES
OF THE HIGH SEAS

UNITED NATIONS
1958

Annex III [1]

CONVENTION ON FISHING AND CONSERVATION OF THE LIVING RESOURCES OF THE HIGH SEAS

The States Parties to this Convention,

Considering that the development of modern techniques for the exploitation of the living resources of the sea, increasing man's ability to meet the need of the world's expanding population for food, has exposed some of these resources to the danger of being overexploited,

Considering also that the nature of the problems involved in the conservation of the living resources of the high seas is such that there is a clear necessity that they be solved, whenever possible, on the basis of international co-operation through the concerted action of all the States concerned,

Have agreed as follows:

Article 1

1. All States have the right for their nationals to engage in fishing on the high seas, subject (*a*) to their treaty obligations, (*b*) to the interests and rights of coastal States as provided for in this Convention, and (*c*) to the provisions contained in the following articles concerning conservation of the living resources of the high seas.

2. All States have the duty to adopt, or to co-operate with other States in adopting, such measures for their respective nationals as may be necessary for the conservation of the living resources of the high seas.

Article 2

As employed in this Convention, the expression "conservation of the living resources of the high seas" means the aggregate of the measures rendering possible the optimum sustainable yield from those resources so as to secure a maximum supply of food and other marine products. Conservation programmes should be formulated with a view to securing in the first place a supply of food for human consumption.

Article 3

A State whose nationals are engaged in fishing any stock or stocks of fish or other living marine resources in any area of the high seas where the nationals of other States are not thus engaged shall adopt, for its own nationals, measures in that area when necessary for the purpose of the conservation of the living resources affected.

Article 4

1. If the nationals of two or more States are engaged in fishing the same stock or stocks of fish or other living marine resources in any area or areas of the high seas, these States shall, at the request of any of them, enter into negotiations with a view to prescribing by agreement for their nationals the necessary measures for the conservation of the living resources affected.

2. If the States concerned do not reach agreement within twelve months, any of the

[1] The text of the convention printed herein constituted Annex III to the Final Act of the United Nations Conference on the Law of the Sea, which was certified by the Legal Counsel, for the Secretary-General of the United Nations. [Footnote added by Department of State.]

parties may initiate the procedure contemplated by article 9.

Article 5

1. If, subsequent to the adoption of the measures referred to in articles 3 and 4, nationals of other States engage in fishing the same stock or stocks of fish or other living marine resources in any area or areas of the high seas, the other States shall apply the measures, which shall not be discriminatory in form or in fact, to their own nationals not later than seven months after the date on which the measures shall have been notified to the Director-General of the Food and Agriculture Organization of the United Nations. The Director-General shall notify such measures to any State which so requests and, in any case, to any State specified by the State initiating the measure.

2. If these other States do not accept the measures so adopted and if no agreement can be reached within twelve months, any of the interested parties may initiate the procedure contemplated by article 9. Subject to paragraph 2 of article 10, the measures adopted shall remain obligatory pending the decision of the special commission.

Article 6

1. A coastal State has a special interest in the maintenance of the productivity of the living resources in any area of the high seas adjacent to its territorial sea.

2. A coastal State is entitled to take part on an equal footing in any system of research and regulation for purposes of conservation of the living resources of the high seas in that area, even though its nationals do not carry on fishing there.

3. A State whose nationals are engaged in fishing in any area of the high seas adjacent to the territorial sea of a coastal State shall, at the request of that coastal State, enter into negotiations with a view to prescribing by agreement the measures necessary for the conservation of the living resources of the high seas in that area.

4. A State whose nationals are engaged in fishing in any area of the high seas adjacent to the territorial sea of a coastal State shall not enforce conservation measures in that area which are opposed to those which have been adopted by the coastal State, but may enter into negotiations with the coastal State with a view to prescribing by agreement the measures necessary for the conservation of the living resources of the high seas in that area.

5. If the States concerned do not reach agreement with respect to conservation measures within twelve months, any of the parties may initiate the procedure contemplated by article 9.

Article 7

1. Having regard to the provisions of paragraph 1 of article 6, any coastal State may, with a view to the maintenance of the productivity of the living resources of the sea, adopt unilateral measures of conservation appropriate to any stock of fish or other marine resources in any area of the high seas adjacent to its territorial sea, provided that negotiations to that effect with the other States concerned have not led to an agreement within six months.

2. The measures which the coastal State adopts under the previous paragraph shall be valid as to other States only if the following requirements are fulfilled:

(*a*) That there is a need for urgent application of conservation measures in the light of the existing knowledge of the fishery;

(*b*) That the measures adopted are based on appropriate scientific findings;

(*c*) That such measures do not discriminate in form or in fact against foreign fishermen.

3. These measures shall remain in force pending the settlement, in accordance with the relevant provisions of this Convention, of any disagreement as to their validity.

4. If the measures are not accepted by the other States concerned, any of the parties may initiate the procedure contemplated by article 9. Subject to paragraph 2 of article 10, the measures adopted shall remain obligatory pending the decision of the special commission.

5. The principles of geographical demarcation as defined in article 12 of the Convention on the Territorial Sea and the Contiguous Zone [1] shall be adopted when coasts of different States are involved.

Article 8

1. Any State which, even if its nationals are not engaged in fishing in an area of the high seas not adjacent to its coast, has a special interest in the conservation of the living resources of the high seas in that area, may request the State or States whose nationals are engaged in fishing there to take the necessary measures of conservation under articles 3 and 4 respectively, at the same time mentioning the scientific reasons which in its opinion make such measures necessary, and indicating its special interest.

2. If no agreement is reached within twelve months, such State may initiate the procedure contemplated by article 9.

Article 9

1. Any dispute which may arise between States under articles 4, 5, 6, 7 and 8 shall, at the request of any of the parties, be submitted for settlement to a special commission of five members, unless the parties agree to seek a solution by another method of peaceful settlement, as provided for in Article 33 of the Charter of the United Nations.[2]

2. The members of the commission, one of whom shall be designated as chairman, shall be named by agreement between the States in dispute within three months of the request for settlement in accordance with the provisions of this article. Failing agreement they shall, upon the request of any State party, be named by the Secretary-General of the United Nations, within a further three-month period, in consultation with the States in dispute and with the President of the International Court of Justice and the Director-General of the Food and Agriculture Organization of the United Nations, from amongst well-qualified persons being nationals of States not involved in the dispute and specializing in legal, administrative or scientific questions relating to fisheries, depending upon the nature of the dispute to be settled. Any vacancy arising after the original appointment shall be filled in the same manner as provided for the initial selection.

3. Any State party to proceedings under these articles shall have the right to name one of its nationals to the special commission, with the right to participate fully in the proceedings on the same footing as a member of the commission but without the right to vote or to take part in the writing of the commission's decision.

4. The commission shall determine its own procedure, assuring each party to the proceedings a full opportunity to be heard and to

[1] TIAS 5639; 15 UST 1610.
[2] TS 993; 59 Stat. 1042.

present its case. It shall also determine how the costs and expenses shall be divided between the parties to the dispute, failing agreement by the parties on this matter.

5. The special commission shall render its decision within a period of five months from the time it is appointed unless it decides, in case of necessity, to extend the time limit for a period not exceeding three months.

6. The special commission shall, in reaching its decisions, adhere to these articles and to any special agreements between the disputing parties regarding settlement of the dispute.

7. Decisions of the commission shall be by majority vote.

Article 10

1. The special commission shall, in disputes arising under article 7, apply the criteria listed in paragraph 2 of that article. In disputes under articles 4, 5, 6 and 8 the commission shall apply the following criteria, according to the issues involved in the dispute:

(*a*) Common to the determination of disputes arising under articles 4, 5 and 6 are the requirements:

(i) That scientific findings demonstrate the necessity of conservation measures;

(ii) That the specific measures are based on scientific findings and are practicable; and

(iii) That the measures do not discriminate, in form or in fact, against fishermen of other States.

(*b*) Applicable to the determination of disputes arising under article 8 is the requirement that scientific findings demonstrate the necessity for conservation measures, or that the conservation programme is adequate, as the case may be.

2. The special commission may decide that pending its award the measures in dispute shall not be applied, provided that, in the case of disputes under article 7, the measures shall only be suspended when it is apparent to the commission on the basis of *prima facie* evidence that the need for the urgent application of such measures does not exist.

Article 11

The decisions of the special commission shall be binding on the States concerned and the provisions of paragraph 2 of Article 94 of the Charter of the United Nations shall be applicable to those decisions. If the decisions are accompanied by any recommendations, they shall receive the greatest possible consideration.

Article 12

1. If the factual basis of the award of the special commission is altered by substantial changes in the conditions of the stock or stocks of fish or other living marine resources or in methods of fishing, any of the States concerned may request the other States to enter into negotiations with a view to prescribing by agreement the necessary modifications in the measures of conservation.

2. If no agreement is reached within a reasonable period of time, any of the States concerned may again resort to the procedure contemplated by article 9 provided that at least two years have elapsed from the original award.

Article 13

1. The regulation of fisheries conducted by means of equipment embedded in the floor of the sea in areas of the high seas adjacent

to the territorial sea of a State may be undertaken by that State where such fisheries have long been maintained and conducted by its nationals, provided that non-nationals are permitted to participate in such activities on an equal footing with nationals except in areas where such fisheries have by long usage been exclusively enjoyed by such nationals. Such regulations will not, however, affect the general status of the areas as high seas.

2. In this article, the expression "fisheries conducted by means of equipment embedded in the floor of the sea" means those fisheries using gear with supporting members embedded in the sea floor, constructed on a site and left there to operate permanently or, if removed, restored each season on the same site.

Article 14

In articles 1, 3, 4, 5, 6 and 8, the term "nationals" means fishing boats or craft of any size having the nationality of the State concerned, according to the law of that State, irrespective of the nationality of the members of their crews.

Article 15

This Convention shall, nntil 31 October 1958, be open for signature by all States Members of the United Nations or of any of the specialized agencies, and by any other State invited by the General Assembly of the United Nations to become a Party to the Convention.

Article 16

This Convention is subject to ratification. The instruments of ratification shall be deposited with the Secretary-General of the United Nations.

Article 17

This Convention shall be open for accession by any States belonging to any of the categories mentioned in article 15. The instruments of accession shall be deposited with the Secretary-General of the United Nations.

Article 18

1. This Convention shall come into force on the thirtieth day following the date of deposit of the twenty-second instrument of ratification or accession with the Secretary-General of the United Nations.

2. For each State ratifying or acceding to the Convention after the deposit of the twenty-second instrument of ratification or accession, the Convention shall enter into force on the thirtieth day after deposit by such State of its instrument of ratification or accession.

Article 19

1. At the time of signature, ratification or accession, any State may make reservations to articles of the Convention other than to articles 6, 7, 9, 10, 11 and 12.

2. Any Contracting State making a reservation in accordance with the preceding paragraph may at any time withdraw the reservation by a communication to that effect addressed to the Secretary-General of the United Nations.

Article 20

1. After the expiration of a period of five years from the date on which this Convention shall enter into force, a request for the revision of this Convention may be made at any time by any Contracting Party by means of a notification in writing addressed to the Secretary-General of the United Nations.

2. The General Assembly of the United Nations shall decide upon the steps, if any, to be taken in respect of such request.

Article 21

The Secretary-General of the United Nations shall inform all States Members of the United Nations and the other States referred to in article 15:

(*a*) Of signatures to this Convention and of the deposit of instruments of ratification or accession, in accordance with articles 15, 16 and 17;

(*b*) Of the date on which this Convention will come into force, in accordance with article 18;

(*c*) Of requests for revision in accordance with article 20;

(*d*) Of reservations to this Convention, in accordance with article 19.

Article 22

The original of this Convention, of which the Chinese, English, French, Russian and Spanish texts are equally authentic, shall be deposited with the Secretary-General of the United Nations, who shall send certified copies thereof to all States referred to in article 15.

IN WITNESS WHEREOF the undersigned Plenipotentiaries, being duly authorized thereto by their respective Governments, have signed this Convention.

DONE at Geneva, this twenty-ninth day of April one thousand nine hundred and fifty-eight.

CONFERENCE DES NATIONS UNIES
SUR LE DROIT DE LA MER

CONVENTION

SUR LA PÊCHE
ET LA CONSERVATION DES RESSOURCES BIOLOGIQUES
DE LA HAUTE MER

NATIONS UNIES
1958

TIAS 5969

Annexe III

CONVENTION SUR LA PÊCHE ET LA CONSERVATION DES RESSOURCES BIOLOGIQUES DE LA HAUTE MER

Les Etats parties à la présente Convention,

Considérant que le développement de la technique moderne en matière d'exploitation des ressources biologiques de la mer, en augmentant les possibilités humaines de satisfaire aux besoins d'une population mondiale croissante, expose certaines de ces ressources au risque d'exploitation excessive,

Considérant aussi que de la nature des problèmes que pose à l'heure actuelle la conservation des ressources biologiques de la haute mer découle la nécessité évidente de résoudre, chaque fois que c'est possible, ces problèmes par voie de coopération internationale, grâce à l'action concertée de tous les Etats intéressés,

Sont convenus des dispositions suivantes:

Article premier

1. Tous les Etats ont droit à ce que leurs nationaux exercent la pêche en haute mer, sous réserve: *a*) de leurs obligations conventionnelles, *b*) des intérêts et des droits des Etats riverains tels qu'ils sont prévus par la présente Convention, et *c*) des dispositions concernant la conservation des ressources biologiques de la haute mer, contenues dans les articles suivants.

2. Tous les Etats sont tenus d'adopter ou de coopérer avec d'autres Etats pour adopter telles mesures applicables à leurs nationaux respectifs qui pourront être nécessaires pour la conservation des ressources biologiques de la haute mer.

Article 2

Aux fins de la présente Convention, l'expression "conservation des ressources biologiques de la haute mer" s'entend de l'ensemble des mesures rendant possible le rendement optimum constant de ces ressources, de façon à porter au maximum les disponibilités en produits marins, alimentaires et autres. Les programmes de conservation doivent être établis en vue d'assurer, en premier lieu, l'approvisionnement en denrées alimentaires pour la consommation humaine.

Article 3

Un Etat dont les nationaux se livrent à la pêche d'un ou plusieurs stocks de poisson ou autres ressources biologiques de la mer dans une région de la haute mer où les nationaux d'autres Etats ne s'y livrent pas, doit, en cas de besoin, adopter à l'égard de ses propres nationaux des mesures en vue de la conservation des ressources biologiques affectées.

Article 4

1. Si les nationaux de deux ou plusieurs Etats se livrent à la pêche du même stock ou des mêmes stocks de poisson ou autres ressources biologiques marines dans une ou plusieurs régions de la haute mer, ces Etats engagent, à la demande de l'un d'eux, des négociations en vue d'imposer d'un commun

accord à leurs nationaux les mesures nécessaires pour la conservation des ressources biologiques affectées.

2. Si les Etats intéressés n'ont pu aboutir à un accord dans un délai de douze mois, chacune des parties peut entamer la procédure prévue à l'article 9.

Article 5

1. Si, après l'adoption des mesures visées aux articles 3 et 4, des nationaux d'autres Etats désirent se livrer, dans une ou plusieurs régions de la haute mer, à la pêche du même stock ou des mêmes stocks de poisson ou autres ressources biologiques marines, les autres Etats appliqueront à leurs ressortissants les mesures en question, qui ne devront établir aucune discrimination, de droit ou de fait, sept mois au plus tard après la date à laquelle ces mesures auront été notifiées au Directeur général de l'Organisation des Nations Unies pour l'alimentation et l'agriculture. Le Directeur général portera ces mesures à la connaissance de tout Etat qui en fera la demande, et en tout cas de tout Etat spécifié par l'Etat qui a adopté la mesure en question.

2. Si les autres Etats n'acceptent pas ces mesures et si un accord ne peut être réalisé dans un délai de douze mois, chaque partie intéressée peut entamer la procédure prévue à l'article 9. Sous réserve des dispositions du paragraphe 2 de l'article 10, les mesures prises restent obligatoires en attendant la décision de la commission spéciale.

Article 6

1. Tout Etat riverain a un intérêt spécial au maintien de la productivité des ressources biologiques dans toute partie de la haute mer adjacente à sa mer territoriale.

2. Tout Etat riverain a le droit de participer, dans des conditions d'égalité, à toute organisation de recherches et à tout système de réglementation aux fins de la conservation des ressources biologiques de la haute mer dans cette région, même si ses nationaux ne s'y livrent pas à la pêche.

3. Tout Etat dont les nationaux se livrent à la pêche dans une région de la haute mer adjacente à la mer territoriale d'un Etat riverain engagera, à la demande de cet Etat riverain, des négociations en vue de prendre, d'un commun accord, les mesures nécessaires pour la conservation des ressources biologiques de la haute mer dans cette région.

4. Tout Etat dont les nationaux se livrent à la pêche dans une région de la haute mer adjacente à la mer territoriale d'un Etat riverain ne peut appliquer dans cette région de la haute mer des mesures de conservation contraires à celles qui ont été adoptées par l'Etat riverain, mais il peut engager des négociations avec l'Etat riverain en vue de prendre d'un commun accord les mesures nécessaires pour la conservation des ressources biologiques de la haute mer dans cette région.

5. Si les Etats intéressés n'ont pu aboutir, dans un délai de douze mois, à un accord relatif aux mesures de conservation, chacune des parties peut entamer la procédure prévue à l'article 9.

Article 7

1. Eu égard aux dispositions du paragraphe 1 de l'article 6, tout Etat riverain peut, en vue du maintien de la productivité des ressources biologiques de la mer, adopter unilatéralement les mesures de conservation appropriées pour tout stock de poisson ou autres ressources marines dans toute partie de la haute mer adjacente à sa mer territoriale, si des négociations à cet effet avec les autres Etats intéressés n'ont pas abouti à un accord dans un délai de six mois.

2. Les mesures que l'Etat riverain aura adoptées en vertu du paragraphe précédent ne peuvent avoir effet à l'égard des autres Etats que:

a) S'il est urgent d'appliquer des mesures de conservation, compte tenu de l'état des connaissances concernant la pêcherie;

b) Si elles sont fondées sur des conclusions scientifiques appropriées;

c) Si elles n'ont pas dans leur forme ou quant au fond d'effet discriminatoire à l'encontre des pêcheurs étrangers.

3. Ces mesures resteront en vigueur en attendant le règlement, conformément aux dispositions pertinentes de la présente Convention, de tout différend concernant leur validité.

4. Si ces mesures ne sont pas acceptées par d'autres Etats intéressés, chacune des parties peut entamer la procédure prévue à l'article 9. Sous réserve des dispositions du paragraphe 2 de l'article 10, les mesures adoptées restent obligatoires en attendant la décision de la commission spéciale.

5. Les principes de délimitation géographique énoncés à l'article 12 de la Convention sur la mer territoriale et la zone contiguë sont applicables toutes les fois qu'il s'agit des côtes d'Etats différents.

Article 8

1. Un Etat qui, même si ses nationaux ne se livrent pas à la pêche dans une région de la haute mer non adjacente à ses côtes, a cependant un intérêt spécial à la conservation des ressources biologiques de la haute mer dans cette région, peut requérir l'Etat ou les Etats dont les nationaux y exercent la pêche de prendre les mesures nécessaires à la conservation, aux termes des articles 3 et 4, respectivement, en indiquant en même temps les raisons scientifiques qui rendent, à son avis, ces mesures nécessaires et l'intérêt spécial qu'il porte à cette question.

2. Si, dans un délai de douze mois, il n'obtient pas satisfaction, cet Etat peut entamer la procédure prévue à l'article 9.

Article 9

1. Tout différend qui pourra surgir entre Etats dans les cas visés aux articles 4, 5, 6, 7 et 8 est, à la demande de l'une des parties, soumis pour règlement à une commission spéciale composée de cinq membres, à moins que les parties ne conviennent d'en rechercher la solution par un autre mode de règlement pacifique, conformément à l'Article 33 de la Charte des Nations Unies.

2. Les membres de la commission, dont l'un est chargé des fonctions de président, sont nommés d'un commun accord par les Etats parties au différend, dans un délai de trois mois à partir de la demande de règlement du différend sur la base des dispositions du présent article. A défaut d'accord, ils sont, à la requête de tout Etat partie au différend, nommés dans un nouveau délai de trois mois par le Secrétaire général de l'Organisation des Nations Unies, en consultation avec les Etats parties au différend ainsi qu'avec le Président de la Cour internationale de Justice et le Directeur général de l'Organisation des Nations Unies pour l'alimentation et l'agriculture, parmi des personnes dûment qualifiées, choisies en dehors des Etats parties au différend, et spécialistes des questions juridiques, administratives ou scientifiques relatives aux pêcheries, selon la nature du différend à régler. Il est pourvu aux vacances de la même manière qu'aux désignations initiales.

3. Tout Etat partie à une procédure prévue dans les présents articles a le droit de désigner l'un de ses ressortissants pour faire partie de

la commission spéciale, avec le droit de participer pleinement aux débats dans les mêmes conditions que les membres de la commission; mais ce ressortissant ne jouit pas du droit de vote et ne peut pas prendre part à la rédaction de la décision de la commission.

4. La commission fixe elle-même sa procédure de manière à assurer à chacune des parties la possibilité de se faire entendre et de défendre son point de vue. Elle statue également sur la répartition des frais et dépens entre les parties, à défaut d'un accord entre celles-ci à ce sujet.

5. La commission spéciale rend sa décision dans les cinq mois qui suivent la désignation de ses membres, à moins qu'elle ne décide, en cas de nécessité, de prolonger ce délai d'une durée qui ne saurait excéder trois mois.

6. En prenant ses décisions, la commission spéciale se conforme aux présents articles ainsi qu'à tous accords spéciaux conclus entre les parties au différend en vue du règlement de ce dernier.

7. Les décisions de la commission sont prises à la majorité.

Article 10

1. Dans les différends naissant de l'application de l'article 7, la commission spéciale applique les critères énoncés au paragraphe 2 dudit article. Dans les conflits ayant trait à l'application des articles 4, 5, 6 et 8, la commission applique les critères suivants, selon les questions qui font l'objet du différend:

a) Dans les différends ayant trait à l'application des articles 4, 5 et 6, la commission doit avoir la preuve:

i) Que les données scientifiques font apparaître la nécessité de mesures de conservation;

ii) Que les mesures particulières prises se fondent sur des données scientifiques et sont pratiquement réalisables; et

iii) Que les mesures en question n'établissent pas de discrimination, de droit ou de fait, à l'encontre des pêcheurs d'autres Etats.

b) Dans tous les conflits ayant trait à l'application de l'article 8, la commission doit établir, soit que des données scientifiques prouvent la nécessité de mesures de conservation, soit que le programme de mesures de conservation répond aux besoins.

2. La commission spéciale peut décider que les mesures qui font l'objet du différend ne seront pas appliquées tant qu'elle n'aura pas rendu sa décision, sous réserve que, lorsqu'il s'agit de différends relatifs à l'article 7, l'application des mesures ne sera suspendue que s'il apparaît à la commission, sur la base de présomptions appuyées par des preuves, que cette application ne s'impose pas d'urgence.

Article 11

Les décisions de la commission spéciale sont obligatoires pour les Etats en cause, et les dispositions du paragraphe 2 de l'Article 94 de la Charte des Nations Unies sont applicables à ces décisions. Au cas où des recommandations y ont été jointes, celles-ci doivent recevoir la plus grande attention.

Article 12

1. Si les données de fait sur lesquelles a été fondée la décision de la commission spéciale se trouvent modifiées à la suite de changements importants intervenus dans l'état du stock ou des stocks de poisson ou autres ressources biologiques marines, ou à la suite de changements dans les méthodes de pêche, chacun des Etats intéressés peut demander aux autres Etats d'engager des négociations afin

que les modifications nécessaires soient apportées d'un commun accord aux mesures de conservation.

2. Si aucun accord ne peut être réalisé dans un délai raisonnable, chacun des Etats intéressés peut recourir de nouveau à la procédure prévue à l'article 9, à condition que deux années au moins se soient écoulées depuis la première décision.

Article 13

1. La réglementation de pêcheries exploitées au moyen d'engins plantés dans le sol dans les régions de la haute mer adjacentes à la mer territoriale d'un Etat peut être entreprise par cet Etat lorsque ses nationaux entretiennent et exploitent ces pêcheries depuis longtemps, à condition que ceux qui ne sont pas ses nationaux soient autorisés à participer à ces activités dans les mêmes conditions que ses nationaux, à l'exception des régions où ces pêcheries ont été, en vertu d'un long usage, exploitées exclusivement par ces nationaux. Cette réglementation ne porte pas atteinte au régime général de ces régions en tant que haute mer.

2. Dans le présent article, on entend par "pêcheries exploitées au moyen d'engins plantés dans le sol" les pêcheries utilisant des engins munis de supports qui sont plantés dans le sol à poste fixe et qui y sont laissés à des fins d'utilisation permanente, ou qui, si on les retire, sont replantés chaque saison sur le même emplacement.

Article 14

Dans les articles 1, 3, 4, 5, 6 et 8, le terme "nationaux" désigne les bateaux ou embarcations de pêche de tout tonnage qui ont la nationalité de l'Etat en cause d'après la législation dudit Etat, quelle que soit la nationalité des membres de leurs équipages.

Article 15

La présente Convention sera, jusqu'au 31 octobre 1958, ouverte à la signature de tous les Etats Membres de l'Organisation des Nations Unies ou d'une institution spécialisée, ainsi que de tout autre Etat invité par l'Assemblée générale des Nations Unies à devenir Partie à la Convention.

Article 16

La présente Convention sera ratifiée. Les instruments de ratification seront déposés auprès du Secrétaire général de l'Organisation des Nations Unies.

Article 17

La présente Convention sera ouverte à l'adhésion de tout Etat appartenant à l'une des catégories mentionnées à l'article 15. Les instruments d'adhésion seront déposés auprès du Secrétaire général de l'Organisation des Nations Unies.

Article 18

1. La présente Convention entrera en vigueur le trentième jour qui suivra la date du dépôt auprès du Secrétaire général de l'Organisation des Nations Unies du vingt-deuxième instrument de ratification ou d'adhésion.

2. Pour chacun des Etats qui ratifieront la Convention ou y adhéreront après le dépôt du vingt-deuxième instrument de ratification ou d'adhésion, la Convention entrera en vigueur le trentième jour après le dépôt par cet Etat de son instrument de ratification ou d'adhésion.

Article 19

1. Au moment de la signature, de la ratification ou de l'adhésion, tout Etat pourra formuler des réserves aux articles de la Con-

vention autres que les articles 6, 7, 9, 10, 11 et 12.

2. Tout Etat contractant ayant formulé des réserves conformément au paragraphe précédent pourra à tout moment les retirer par une communication à cet effet adressée au Secrétaire général de l'Organisation des Nations Unies.

Article 20

1. Après expiration d'une période de cinq ans à partir de la date à laquelle la présente Convention entrera en vigueur, une demande de revision de la présente Convention peut être formulée en tout temps, par toute partie contractante, par voie de notification écrite adressée au Secrétaire général de l'Organisation des Nations Unies.

2. L'Assemblée générale des Nations Unies statue sur les mesures à prendre, le cas échéant, au sujet de cette demande.

Article 21

Le Secrétaire général de l'Organisation des Nations Unies notifie à tous les Etats Membres de l'Organisation des Nations Unies et aux autres Etats visés à l'article 15:

a) Les signatures apposées à la présente Convention et le dépôt des instruments de ratification ou d'adhésion, conformément aux articles 15, 16 et 17;

b) La date à laquelle la présente Convention entrera en vigueur, conformément à l'article 18;

c) Les demandes de revision présentées conformément à l'article 20;

d) Les réserves à la présente Convention présentées conformément à l'article 19.

Article 22

L'original de la présente Convention, dont les textes anglais, chinois, espagnol, français et russe font également foi, sera déposé auprès du Secrétaire général de l'Organisation des Nations Unies, qui en fera tenir copie certifiée conforme à tous les Etats visés à l'article 15.

EN FOI DE QUOI les plénipotentiaires soussignés, dûment autorisés par leurs gouvernements respectifs, ont signé la présente Convention.

FAIT à Genève, le vingt-neuf avril mil neuf cent cinquante-huit.

聯合國海洋法會議

捕魚及養護
公海生物資源公約

聯合國
一九五八

TIAS 5969

附件叁

捕魚及養護公海生物資源公約

本公約當事各國，

鑒於現代開發海洋生物資源技術之發展，使人類益能供應世界繁殖人口之食物需要，但亦使若干資源有過度開發之虞，

並鑒於養護公海生物資源所涉之問題，就其性質而論，顯然必須由各關係國家儘可能在國際合作基礎上協力求得解決，

爰議定條款如下：

第一條

一．各國均有任其國民在公海捕魚之權利，但須（甲）遵守其條約義務，（乙）尊重本公約所規定之沿海國利益與權利，（丙）遵守下列各條關於養護公海生物資源之規定。

二．各國均有義務爲本國國民自行或與他國合作採行養護公海生物資源之必要措施。

第二條

本公約所稱"養護公海生物資源"一語係所有可使此項資源保持最適當而持久產量，俾克取得食物及其他海產最大供應量之措施之總稱。擬訂養護方案應首求取得人類消費食物之供應。

第三條

如一國國民在公海任何區域採捕任何一種或數種魚源或其他海洋生物資源，而該區域內並無他國國民從事此種採捕，該國應於必要時在該區域內爲本國國民採行養護有關生物資源之措施。

第四條

一．如兩國以上國民在公海任何一區或數區內採捕同一種或數種魚源或其他海洋生物資源，此等國家經其中任何一國之請求，應舉行談判，爲各該國國民協議規定養護有關生物資源之必要措施。

二．倘關係國家於十二個月內未獲協議，任何一造得援用第九條規定之程序。

第五條

一．第三條及第四條所稱之措施採行後，如有其他國家國民在公海任何一區或數區內採捕同一種或數種魚源或其他海洋生物資源，各該其他國家應至遲於前述措施通知聯合國糧食農業組織幹事長之日後七個月內，對本國國民亦予適用，但此項措施在形式上或事實上均應無所歧視。幹事長應將此項措施通知請求告知之國家，且在任何情形下均應通知首採此項措施國家所指定之國家。

二．倘此等其他國家不接受所採措施，而於十二個月內未能獲致協議，任何有利害關係之一造得援用第九條規定之程序。除第十條第二項另有規定外，所採措施在特設委員會尚無裁決前，仍有拘束效力。

第六條

一．沿海國對於鄰接其領海之公海任何區域內生物資源生產力之保持，有特別利害關係。

二．沿海國縱令其國民不在該區域捕魚，亦有權以平等地位參與該區域內關於養護公海生物資源之研究及管理制度。

三．一國國民在鄰接一沿海國領海之公海任何區域從事捕魚者，該國經沿海國請求，應舉行談判，協議規定養護該區域內公海生物資源之必要措施。

四．一國國民在鄰接一沿海國領海之公海任何區域從事捕魚者，該國不得在該區域內執行與沿海國所採辦法相牴觸之養護措施，但得與沿海國舉行談判，協議規定養護該區域內公海生物資源之必要措施。

五．倘關係國家於十二個月內對養護措施未獲協議，任何一造得援用第九條規定之程序。

第七條

一．本第六條第一項之規定，任何沿海國爲保持海洋生物資源之生產力起見，得爲鄰接其領海之公海任何區域內任何一種魚源或其他海洋資源，單方採行適當養護措施，但以與其他關係國家就此事舉行談判於六個月內未獲協議之情形爲限。

二．沿海國依前項規定所採措施，須具備下列要件，對其他國家始爲有效：

（甲） 依據所有之漁業知識，有急切施行養護措施之需要；

（乙） 所採措施係以適當科學結論爲根據；

（丙）此項措施在形式上或事實上均不歧視外國漁民。

三．前述措施倘有關於其效力之爭議，在未經依本公約有關規定解決以前，應繼續有效。

四．倘其他關係國家不接受前述措施，任何一造得援用第九條規定之程序。除第十條第二項另有規定外，所採措施在特設委員會尚無裁決前，仍有拘束效力。

五．遇有關涉不同數國海岸之情形，應適用領海及鄰接區公約第十二條所規定之地理劃界原則。

第八條

一．任何國家對於不鄰接其海岸之公海區域內養護公海生物資源有特別利害關係者，縱令其國民不在該區捕魚，亦得請求有國民在該區捕魚之一國或數國分別依據第三條及第四條之規定採取必要養護措施，同時舉述其認爲此項措施所以必要之科學理由，並說明其特別利害關係所在。

二．倘於十二個月內未獲協議，該國得援用第九條規定之程序。

第九條

一．國與國間發生第四條、第五條、第六條、第七條及第八條規定範圍內之爭端時，除各造同意以聯合國憲章第三十三條所規定之其他和平方法求得解決外，經任何一造之請求，應提交五人特設委員會解決之。

二．委員會委員應由爭端當事國在依本條規定提請解決之時起三個月內協議指派，並指定其中一人爲主席。倘無協議，委員人選應由聯合國秘書長依據任何當事國之請求，另於三個月期間內與爭端當事國以及國際法院院長及聯合國糧食農業組織幹事長諮商後，視所需解決之爭端性質，在爲漁業上法律、行政或科學問題專家而

其隸籍國與爭端無涉之合格人士中指派之。最初派定之委員出缺時，依原先選派方式補實之。

三．前列各條所規定程序之當事國均有權指派其國民一人列席特設委員會，所派人員有權與委員會委員以同等地位充分參加議事，但無權表決或參與委員會裁決之製作。

四．委員會應自行規定議事程序，確保當事各造均有陳述及申辯之充分機會。關於費用如何分擔問題爭端各造如無協議，亦應由委員會決定之。

五．特設委員會除於必要時決定展緩期限外，應於派設之時起五個月內作成裁決，但展期以不超過三個月爲限。

六．特設委員會作裁決時，應恪遵本條款及爭端各造關於解決爭端之特別協定。

七．委員會之裁決以過半數可決票爲之。

第十條

一．特設委員會對於第七條規定範圍內所發生之爭端，應適用該條第二項開列之標準。對於第四條、第五條、第六條及第八條規定範圍內之爭端，委員會應參酌爭端所涉問題，適用下列標準：

（甲） 決定第四條、第五條及第六條規定範圍內所發生之爭端時，共通適用之要件：

（子） 科學結論證明養護措施確有必要；

（丑） 特定措施係以科學結論爲根據，且係切實可行；

（寅） 此項措施在形式上或事實上均不歧視他國漁民。

（乙） 決定第八條規定範圍內所發生之爭端時，可適用之要件視情形而定或爲科學結論證明養護措施確有必要，或爲養護方案足敷所需。

二．特設委員會得裁定在其未作裁決前，爭執中之措施不得施行，但遇有第七條規定範圍內之爭端，委員會惟有於根據初步證據顯然可知並無急切施行有關措施之需要時，始得停止其施行。

第十一條

特設委員會之裁決對各關係國家有拘束力；聯合國憲章第九十四條第二項之規定亦可適用於此項裁決。裁決如附有建議，對於此項建議應儘量重視。

第十二條

一．倘特設委員會裁決所根據之事實因有關之一種或數種魚源或其他海洋生物資源之狀況或採捕方法發生重大變遷致有改變，任何關係國家得請求其他國家舉行談判，協議對養護措施作必要之修改。

二．倘於相當期間內未獲協議，任何關係國家得再行援用第九條規定之程序，但自原裁決之時起至少須滿兩年後始得爲之。

第十三條

一．凡在鄰接一國領海之公海區域內利用埋置海底設備經營之漁業，經該國國民維持經營歷時已久者，該國得施以管理，但除此項漁業向例久由該國國民專營之區域外，須准許非國民與國民以平等地位參與此項作業。此項管理不影響前述區域爲公海之一般地位。

二．本條稱“利用埋置海底設備經營之漁業”者，指所用漁具之支撐部份埋置海底，建於一定地點，經常備用，或於拆除後每季重建於同一地點之漁業。

第十四條

第一條、第三條、第四條、第五條、第六條及第八條所稱"國民"指依關係國家法律具有該國國籍之大小捕魚船艇，不問其船員國籍爲何。

第十五條

本公約在一九五八年十月三十一日以前聽由聯合國或任何專門機關之全體會員國及經由聯合國大會邀請參加爲本公約當事一方之任何其他國家簽署。

第十六條

本公約應予批准。批准文件應送交聯合國秘書長存放。

第十七條

本公約應聽由屬於第十五條所稱任何一類之國家加入。加入文件應送交聯合國秘書長存放。

第十八條

一．本公約應於第二十二件批准或加入文件送交聯合國秘書長存放之日後第三十日起發生效力。

二．對於在第二十二件批准或加入文件存放後批准或加入本公約之國家，本公約應於各該國存放批准或加入文件後第三十日起發生效力。

第十九條

一．任何國家得於簽署、批准或加入時對本公約第六條、第七條、第九條、第十條、第十一條及第十二條以外各條提出保留。

二．依前項規定提出保留之任何締約國得隨時通知聯合國秘書長撤回保留。

第二十條

一．締約任何一方得於本公約生效之日起滿五年後隨時書面通知聯合國秘書長請求修改本公約。

二．對於此項請求應採何種步驟，由聯合國大會決定之。

第二十一條

聯合國秘書長應將下列事項通知聯合國各會員國及第十五條所稱之其他國家：

（甲） 依第十五條、第十六條及第十七條對本公約所爲之簽署及送存之批准或加入文件；

（乙） 依第十八條本公約發生效力之日期；

（丙） 依第二十條所提關於修改本公約之請求；

（丁） 依第十九條對本公約提出之保留。

第二十二條

本公約之原本應交聯合國秘書長存放，其中文、英文、法文、俄文及西班牙文各本同一作準；秘書長應將各文正式副本分送第十五條所稱各國。

爲此，下列全權代表各秉本國政府正式授予簽字之權，謹簽字於本公約，以昭信守。

公曆一千九百五十八年四月二十九日訂於日內瓦。

КОНФЕРЕНЦИЯ ОБЪЕДИНЕННЫХ НАЦИЙ
ПО ВОПРОСАМ МОРСКОГО ПРАВА

КОНВЕНЦИЯ

О РЫБОЛОВСТВЕ И ОХРАНЕ ЖИВЫХ РЕСУРСОВ ОТКРЫТОГО МОРЯ

ОРГАНИЗАЦИЯ ОБЪЕДИНЕННЫХ НАЦИЙ
1958

Приложение III

КОНВЕНЦИЯ О РЫБОЛОВСТВЕ И ОХРАНЕ ЖИВЫХ РЕСУРСОВ ОТКРЫТОГО МОРЯ

Государства-Стороны настоящей Конвенции,

считая, что развитие современных методов эксплуатации морских живых ресурсов, повысив способность человека удовлетворять нужды в продуктах питания возрастающего мирового населения, поставило некоторые из этих ресурсов под угрозу чрезмерной эксплуатации,

считая также, что проблемы, сопряженные с охраной живых ресурсов открытого моря, по природе своей таковы, что ясна необходимость разрешения их во всех случаях, когда это возможно, на основе международного сотрудничества посредством согласованных мероприятий всех заинтересованных государств,

согласились о нижеследующем:

Статья 1

1. Каждое государство имеет право на то, чтобы его граждане занимались рыболовством в открытом море, с учетом a) его договорных обязательств, b) интересов и прав прибрежных государств, как это предусмотрено в настоящей Конвенции, и c) постановлений, содержащихся в нижеследующих статьях относительно охраны живых ресурсов открытого моря.

2. Все государства обязаны, каждое по отношению к своим гражданам, принимать меры, или же участвовать совместно с другими государствами в принятии мер, какие окажутся необходимыми для охраны живых ресурсов открытого моря.

Статья 2

В настоящей Конвенции под словами «охрана живых ресурсов открытого моря» понимается совокупность мер к обеспечению оптимума устойчивой добычи из этих ресурсов, необходимых для достижения максимума снабжения продуктами питания и другими морскими продуктами. Программы охранительных мер должны составляться таким образом, чтобы в первую очередь обеспечивать снабжение пищей человека.

Статья 3

Государство, граждане которого занимаются ловом из фонда или фондов рыбы или иных живых морских ресурсов в районе открытого моря, где граждане других государств рыболовством не занимаются, обязано принимать, по мере надобности, в отношении своих граждан, в данном районе меры для охраны соответствующих живых ресурсов.

Статья 4

1. Если граждане двух или более государств занимаются ловом из того же фонда или тех же фондов рыбы или других живых морских ресурсов в любом районе или районах открытого моря, эти государства обязаны по требованию любого из них вступать в переговоры с целью установления по взаимному соглашению для своих граждан мер, необходимых для охраны соответствующих живых ресурсов.

2. Если заинтересованные государства не приходят к соглашению в течение двенадцати месяцев, любая из сторон может прибегнуть к порядку, предусмотренному статьей 9.

Статья 5

1. Если, после введения мер, упомянутых в статьях 3 и 4, граждане других государств станут заниматься ловом из того же фонда или тех же фондов рыбы или иных живых морских ресурсов в любом районе или районах открытого моря, эти другие государства обязаны применять меры, которые не должны быть дискриминационными ни по форме, ни по существу, по отношению к своим гражданам не позднее, чем через семь месяцев, считая со дня, когда о мерах сообщено Генеральному директору Продовольственной и сельскохозяйственной организации Объединенных Наций. Генеральный директор уведомляет о таких мерах каждое государство, которое о том просит, и, во всяком случае, каждое из государств по указанию введшего меры государства.

2. Если эти другие государства не соглашаются на принятые таким образом меры и если соглашение не может быть достигнуто в течение двенадцати месяцев, любая из заинтересованных сторон может прибегнуть к порядку, предусмотренному статьей 9. Кроме случая, к которому относится пункт 2 статьи 10, введенные меры сохраняют силу до вынесения решения специальной комиссией.

Статья 6

1. Любое прибрежное государство специально заинтересовано в поддержании производительности живых ресурсов в любом районе открытого моря, примыкающем к его территориальному морю.

2. Любое прибрежное государство имеет право участвовать на условиях равенства в любой организации изысканий и в любой системе регулирования в целях охраны живых ресурсов открытого моря в таком районе, даже если его граждане и не занимаются там рыболовством.

3. Государство, граждане которого занимаются рыболовством в каком-либо районе открытого моря, примыкающем к территориальному морю прибрежного государства, обязано, по требованию прибрежного государства, вступить в переговоры с целью принятия с общего согласия мер, необходимых для охраны живых ресурсов открытого моря в данном районе.

4. Государство, граждане которого занимаются рыболовством в каком-либо районе открытого моря, примыкающем к территориальному морю прибрежного государства, не применяет в принудительном порядке в этом районе охранительных мер, противоречащих мерам, введенным прибрежным государством, но оно может вступить в переговоры с прибрежным государством с целью принятия с общего согласия мер, необходимых для охраны живых ресурсов открытого моря в данном районе.

5. Если заинтересованные государства не приходят к соглашению об охранительных мерах в течение двенадцати месяцев, любая из сторон может прибегнуть к порядку, предусмотренному статьей 9.

Статья 7

1. С учетом постановлений пункта 1 статьи 6, любое прибрежное государство может, с целью поддержания производительности живых ресурсов моря, вводить односторонние охранительные меры, подходящие для каждого данного рыбного фонда или фонда других морских ресурсов в любом районе открытого моря, примыкающем к его территориальному морю, если переговоры о том с другими заинтересованными государствами не приводят к соглашению в течение шестимесячного срока.

2. Меры, которые прибрежное государство вводит на основании предшествующего пункта, действительны в отношении других государств только, если:

a) существует необходимость срочного применения охранительных мер в свете имеющихся о рыболовном промысле сведений,

b) введенные меры основаны на надлежащих научных заключениях,

c) меры не являются дискриминационными ни по форме, ни по существу по отношению к иностранным рыбакам.

3. Упомянутые меры остаются в силе до разрешения, согласно соответствующим постановлениям настоящей Конвенции, спора об их действительности.

4. Если на эти меры не соглашаются другие заинтересованные государства, любая из сторон может прибегнуть к порядку, предусмотренному в статье 9. С соблюдением положений пункта 2 статьи 10, принятые меры остаются в силе до решения специальной комиссией.

5. Если берега принадлежат разным государствам, применяются принципы географического разграничения, установленные в статье 12 Конвенции о территориальном море и прилежащей зоне.

Статья 8

1. Любое государство, которое, даже если его граждане не занимаются рыболовством в каком-либо районе открытого моря, не примыкающем к его берегам, специально заинтересовано в охране живых ресурсов открытого моря в этом районе, может потребовать от государства или государств, граждане которого или которых занимаются там рыболовством, принятия необходимых охранительных мер, предусмотренных статьями 3 и 4, ссылаясь на научные основания, требующие, по его мнению, введения этих мер, и указывая также свои специальные интересы.

2. Если соглашение не достигается в течение двенадцати месяцев, это государство может прибегнуть к порядку, предусмотренному статьей 9.

Статья 9

1. Споры, возникающие между государствами в случаях, предусмотренных статьями 4, 5, 6, 7 и 8, передаются, по требованию любой из сторон, на разрешение специальной комиссии в составе пяти членов, если стороны не согласятся искать решения другими способами мирного урегулирования в соответствии со статьей 33 Устава Организации Объединенных Наций.

2. Члены комиссии, один из которых назначается в качестве председателя, назначаются по взаимному соглашению государствами, участвующими в споре, в течение трех месяцев, считая со дня поступления требования о разрешении спора на основании положений настоящей статьи. При отсутствии соглашения, они назначаются, по требованию любого участвующего в споре государства, в течение дополнительного трехмесячного срока, Генеральным Секретарем Организации Объединенных Наций по консультации с государствами, участвующими в

споре, а также с Председателем Международного Суда и Генеральным директором Продовольственной и сельскохозяйственной организации Объединенных Наций, из числа должным образом квалифицированных лиц — граждан стран, не участвующих в споре и являющихся специалистами в правовых, административных или научных вопросах, относящихся к рыболовству, в зависимости от характера подлежащего разрешению спора. Открывающиеся после первоначального назначения вакансии заполняются порядком, предусмотренным для состоявшихся назначений.

3. Государство, являющееся стороной в процессе, предусмотренном настоящими статьями, имеет право назначить одного из своих граждан в состав специальной комиссии с правом полного его участия в процессе наравне с членами комиссии, но без права голоса и без участия в составлении решения комиссии.

4. Комиссия сама устанавливает порядок своего производства таким образом, чтобы обеспечить каждой из сторон полную возможность высказать и защитить свою точку зрения. Она также выносит определение относительно распределения издержек и расходов между сторонами, если стороны не достигнут соглашения по этим вопросам.

5. Специальная комиссия выносит свое решение в течение пяти месяцев с момента ее назначения, если только она не решит, в случае необходимости, продлить этот срок, но не более, чем на три месяца.

6. Принимая свои решения, специальная комиссия придерживается настоящих статей, а также специальных соглашений между спорящими сторонами о порядке разрешения споров.

7. Решения комиссии принимаются большинством голосов.

Статья 10

1. К спорам, возникающим в связи со статьей 7, специальная комиссия применяет критерии, перечисленные в пункте 2 упомянутой статьи. К спорам в связи со статьями 4, 5, 6 и 8 комиссия применяет следующие критерии, с учетом обстоятельств спора:

a) применительно к разрешению споров, возникающих в связи со статьями 4, 5 и 6, требуется установление того,

I) что научные данные показывают необходимость охранительных мер,

II) что введенные данные меры основываются на научных заключениях и что они практически осуществимы, и

III) что меры не являются дискриминационными ни по форме, ни по существу по отношению к рыбакам других государств;

b) применительно к разрешению споров, возникающих в связи со статьей 8, требуется установление либо того, что научными данными доказана необходимость охранительных мер, либо того, что программа охранительных мер является удовлетворительной.

2. Специальная комиссия может постановить, что, до вынесения ею решения, являющиеся предметом спора меры не подлежат применению, с тем, однако, что в спорах в связи со статьей 7 меры могут быть приостановлены лишь в том случае, если комиссия при первом ознакомлении с представленными доказательствами придет к заключению, что в срочном применении указанных мер нет надобности.

Статья 11

Решения специальной комиссии обязательны для соответствующих государств, причем к этим решениям применимы положения пункта 2 статьи 94 Устава Организации Объединенных Наций. Если решения сопровождаются рекомендациями, к таким рекомендациям должно проявляться самое серьезное внимание.

Статья 12

1. Если фактические данные, на которых основывается решение специальной комиссии, изменяются вследствие существенных изменений в состоянии фонда или фондов рыбы или других морских живых ресурсов или в методах лова, любое из заинтересованных государств может предъявить к другим государствам требование о вступлении в переговоры с целью внесения по взаимному соглашению необходимых изменений в охранительные меры.

2. Если соглашение не достигается в разумный срок, любое из заинтересованных государств может вновь прибегнуть к порядку, предусмотренному статьей 9, при условии, что со времени первоначального решения прошло не менее двух лет.

Статья 13

1. Регулирование рыболовных промыслов с употреблением снастей, укрепляемых на дне моря в районах открытого моря, примыкающих к территориальному морю какого-либо государства, может производиться этим государством, если такие рыболовные промыслы в течение продолжительного времени имели и вели его граждане, при условии, что лицам, не являющимся гражданами этого государства, разрешается участвовать в такой деятельности на равных основаниях с гражданами, за исключением районов, где эти рыболовные промыслы вели, в силу давности, исключительно его граждане. Такое регулирование не изменяет, однако, общего статуса района как открытого моря.

2. В настоящей статье под рыболовными промыслами, которые ведутся при помощи снастей, укрепляемых на дне моря, понимаются рыболовные промыслы с использованием снастей, снабженных упорами, прочно укрепленными на дне моря на определенном месте и оставляемых там для постоянного использования или же, в случае их удаления, помещаемых вновь в каждом сезоне на том же самом месте.

Статья 14

В статьях 1, 3, 4, 5, 6 и 8 под словом «граждане» понимаются рыболовные суда и шлюпки любого размера, имеющие национальность соответствующего государства, согласно закону этого государства, независимо от национальной принадлежности членов их экипажей.

Статья 15

Настоящая Конвенция открыта до 31 октября 1958 года для подписания ее всеми государствами-членами Организации Объединенных Наций или любого из специализированных учреждений и любым другим государством, которое будет приглашено Генеральной Ассамблеей стать стороной Конвенции.

Статья 16

Настоящая Конвенция подлежит ратификации. Акты ратификации депонируются у Генерального Секретаря Организации Объединенных Наций.

Статья 17

Настоящая Конвенция остается открытой для присоединения к ней государств, принадлежащих к любой из категорий, упомянутых в статье 15. Акты присоединения депонируются у Генерального Секретаря Организации Объединенных Наций.

Статья 18

1. Настоящая Конвенция вступает в силу на тридцатый день, считая со дня, следующего за датой депонирования у Генерального Секретаря Организации Объединенных Наций двадцать второго акта ратификации или присоединения.

2. В отношении каждого государства, ратифицировавшего Конвенцию или присоединившегося к ней после депонирования двадцать второго акта ратификации или присоединения, Конвенция вступает в силу на тридцатый день после депонирования этим государством своего акта ратификации или присоединения.

Статья 19

1. При подписании, ратификации или присоединении любое государство может сделать оговорки в отношении статей Конвенции, кроме статей 6, 7, 9, 10, 11 и 12.

2. Договаривающееся государство, сделавшее оговорки в соответствии с предшествующим пунктом, может в любое время взять таковые обратно, путем извещения об этом Генерального Секретаря Организации Объединенных Наций.

Статья 20

1. По истечении пяти лет со дня вступления настоящей Конвенции в силу каждая из Договаривающихся Сторон может в любое время посредством письменного заявления на имя Генерального Секретаря Организации Объединенных Наций просить о пересмотре настоящей Конвенции.

2. Генеральная Ассамблея Организации Объединенных Наций постановляет, в соответствующих случаях, о подлежащих принятию в связи с этим заявлением мерах.

Статья 21

Генеральный Секретарь Организации Объединенных Наций сообщает всем государствам-членам Организации Объединенных Наций и другим государствам, упомянутым в статье 15:

a) о каждом подписании настоящей Конвенции и о депонировании актов ратификации или присоединения, согласно статьям 15, 16 и 17;

b) о дате вступления настоящей Конвенции в силу, согласно статье 18;

c) о просьбах о пересмотре, согласно статье 20;

d) об оговорках к настоящей Конвенции, согласно статье 19.

Статья 22

Подлинник настоящей Конвенции, русский, английский, испанский, китайский и французский тексты которого являются равно аутентичными, депонируется у Генерального Секретаря Организации Объединенных Наций, который рассылает заверенные копии всем государствам, упомянутым в статье 15.

В УДОСТОВЕРЕНИЕ ЧЕГО нижеподписавшиеся представители, должным образом на то уполномоченные своими правительствами, подписали настоящую Конвенцию.

СОВЕРШЕНО в Женеве двадцать девятого апреля тысяча девятьсот пятьдесят восьмого года.

CONFERENCIA DE LAS NACIONES UNIDAS
SOBRE EL DERECHO DEL MAR

CONVENCION

SOBRE PESCA
Y CONSERVACION DE LOS RECURSOS VIVOS
DE LA ALTA MAR

NACIONES UNIDAS
1958

Anexo III

CONVENCION SOBRE PESCA Y CONSERVACION DE LOS RECURSOS VIVOS DE LA ALTA MAR

Los Estados Partes en esta Convención,

Considerando que el desarrollo de la técnica moderna en cuanto a los medios de explotación de los recursos vivos del mar, al aumentar la capacidad del hombre para atender las necesidades alimenticias de la creciente población mundial, ha expuesto algunos de estos recursos al peligro de ser explotados en exceso,

Considerando también que la naturaleza de los problemas que suscita en la actualidad la conservación de los recursos vivos de la alta mar sugiere la clara necesidad de que se resuelvan, cuando ello sea posible, sobre bases de cooperación internacional, mediante la acción concertada de todos los Estados interesados,

Han convenido en lo siguiente:

Artículo 1

1. Todos los Estados tienen el derecho de que sus nacionales se dediquen a la pesca en alta mar, a reserva de: *a*) sus obligaciones convencionales, *b*) los intereses y derechos del Estado ribereño que se estipulan en la presente Convención, y *c*) las disposiciones sobre la conservación de los recursos vivos de la alta mar que figuran en los artículos siguientes.

2. Los Estados tendrán la obligación de adoptar o de colaborar con otros Estados en la adopción de las medidas que, en relación con sus respectivos nacionales, puedan ser necesarias para la conservación de los recursos vivos de la alta mar.

Artículo 2

A los efectos de esta Convención, se entenderá por "conservación de los recursos vivos de la alta mar" el conjunto de medidas que permitan obtener un rendimiento óptimo constante de estos recursos, de manera que aumente hasta el máximo el abastecimiento de alimentos y de otros productos marinos. Al formular los programas de conservación se tendrá en cuenta la necesidad de asegurar en primer lugar el abastecimiento de alimentos para el consumo humano.

Artículo 3

El Estado cuyos nacionales se dedican a la pesca de cualquier reserva o reservas de peces u otros recursos vivos del mar en una zona cualquiera de la alta mar donde no pesquen los nacionales de otros Estados deberá adoptar medidas en esa zona respecto de sus propios nacionales, cuando sea necesario para la conservación de los recursos vivos afectados.

Artículo 4

1. Si los nacionales de dos o más Estados se dedican a pescar de la misma o de las mismas reservas de peces u otros recursos vivos marinos en cualquier zona o zonas de la alta mar, dichos Estados, a petición de cualquiera de ellos, entablarán negociaciones con objeto de adoptar de común acuerdo para sus nacionales

las medidas necesarias para la conservación de los recursos vivos afectados.

2. Si los Estados interesados no pudiesen llegar a un acuerdo dentro de un plazo de doce meses, cualquiera de las partes podrá entablar el procedimiento previsto en el artículo 9.

Artículo 5

1. Si, una vez adoptadas las medidas a que se refieren los artículos 3 y 4, los nacionales de otros Estados quieren dedicarse a pescar en cualquier zona o zonas de la alta mar de la misma o de las mismas reservas de peces u otros recursos marinos vivos, los otros Estados aplicarán a sus propios nacionales dichas medidas, que no deberán ser discriminatorias, de hecho ni de derecho, a más tardar siete meses después de la fecha en que dichas medidas hayan sido notificadas al Director General de la Organización de las Naciones Unidas para la Agricultura y la Alimentación. El Director General notificará dichas medidas a todos los gobiernos que se lo pidan y, en todo caso, a todos los Estados indicados por el que tome dicha medida.

2. Si los otros Estados no aceptan esas medidas y no puede llegarse a un acuerdo dentro de un plazo de doce meses, cualquiera de las partes interesadas podrá entablar el procedimiento previsto en el artículo 9. Sin perjuicio de lo dispuesto en el párrafo 2 del artículo 10. las medidas adoptadas continuarán en vigor hasta que se dicte la decisión de la comisión especial.

Artículo 6

1. El Estado ribereño tiene un interés especial en el mantenimiento de la productividad de los recursos vivos en cualquier parte de la alta mar adyacente a su mar territorial.

2. El Estado ribereño tiene el derecho de participar, en condiciones de igualdad, en toda organización de estudios y en todo sistema de investigación o de reglamentación relativo a la conservación de los recursos vivos de la alta mar en dicha zona, aunque sus nacionales no se dediquen a la pesca en ella.

3. El Estado cuyos nacionales se dedican a la pesca en una zona cualquiera de la alta mar adyacente al mar territorial de un Estado ribereño deberá, a petición del Estado ribereño, entablar negociaciones con objeto de adoptar de común acuerdo las medidas necesarias para la conservación de los recursos vivos de la alta mar en esa zona.

4. El Estado cuyos nacionales se dediquen a la pesca en cualquier zona de la alta mar adyacente al mar territorial de un Estado ribereño no pondrá en vigor ninguna medida de conservación en dicha zona que se oponga a aquellas que haya adoptado el Estado ribereño, pero podrá entablar negociaciones con el Estado ribereño para adoptar, de común acuerdo, las medidas necesarias para la conservación de los recursos vivos de la alta mar en dicha zona.

5. Si los Estados interesados no llegan a un acuerdo respecto a las medidas de conservación dentro de un plazo de doce meses, cualquiera de las partes podrá entablar el procedimiento previsto en el artículo 9.

Artículo 7

1. Teniendo en cuenta lo dispuesto en el párrafo 1 del artículo 6, y con el fin de mantener la productividad de los recursos vivos del mar, el Estado ribereño podrá adoptar unilateralmente las medidas de couservación que procedan para toda reserva de peces u otros recursos marinos en cualquier parte de la alta mar adyacente a su mar territorial, si las negociaciones con los demás Estados interesados no hubiesen dado lugar a un acuerdo dentro de un plazo de seis meses.

2. Para que las medidas que adopte el Estado ribereño en virtud del párrafo precedente puedan surtir efecto respecto de otros Estados, deberán reunir las condiciones siguientes:

a) Que las medidas de conservación respondan a una necesidad urgente, a la luz de los conocimientos que se tengan sobre la pesquería;

b) Que las medidas adoptadas se funden en dictámenes científicos pertinentes;

c) Que dichas medidas no discriminen de hecho ni de derecho contra los pescadores extranjeros.

3. Estas medidas permanecerán en vigor hasta que se solucione, de conformidad con las disposiciones pertinentes de esta Convención, cualquier litigio que pueda surgir sobre su validez.

4. Si estas medidas no son aceptadas por los demás Estados interesados, cualquiera de las partes podrá entablar el procedimiento establecido en el artículo 9. Sin perjuicio de lo dispuesto en el párrafo 2 del artículo 10, las medidas adoptadas continuarán en vigor hasta que se dicte la decisión de la comisión especial.

5. Cuando la costa pertenezca a varios Estados, se seguirán los principios de delimitación geográfica que se fijan en el artículo 12 de la Convención sobre el Mar Territorial y la Zona Contigua.

Artículo 8

1. Cualquier Estado, aunque sus nacionales no se dediquen a la pesca en una zona de la alta mar no adyacente a sus costas, si tiene un interés especial en la conservación de los recursos vivos de alta mar de dicha zona, podrá pedir al Estado o a los Estados cuyos nacionales se dediquen a las pesca en ella que tomen las medidas de conservación necesarias, con arreglo a lo dispuesto en los artículos 3 y 4, respectivamente, indicando al mismo tiempo las conclusiones científicas que, a su juicio, hagan necesarias esas medidas y señalando su interés especial.

2. Si no se llega a un acuerdo dentro de un plazo de doce meses, dicho Estado podrá entablar el procedimiento previsto en el artículo 9.

Artículo 9

1. Las diferencias que puedan surgir entre Estados en los casos a que se refieren los artículos 4, 5, 6, 7 y 8 serán resueltas, a petición de cualquiera de las partes, por una comisión especial compuesta de cinco miembros, salvo que las partes convengan en resolverlas mediante otro procedimiento pacífico, de acuerdo con lo previsto en el Artículo 33 de la Carta de las Naciones Unidas.

2. Los miembros de la comisión, uno de los cuales será nombrado presidente, serán designados de común acuerdo por los Estados partes en el litigio, dentro de los tres meses siguientes a la demanda de arbitraje, conforme a las disposiciones de este artículo. Si no se llega a un acuerdo, serán nombrados, a petición de cualquiera de las partes y dentro de los tres meses siguientes, por el Secretario General de las Naciones Unidas, previa consulta con los Estados partes en la controversia y con el Presidente de la Corte Internacional de Justicia y el Director General de la Organización de las Naciones Unidas para la Agricultura y la Alimentación, de entre personas competentes, nacionales de terceros Estados y especialistas en las cuestiones jurídicas, administrativas y científicas de las pesquerías, según sea la naturaleza del conflicto que haya de resolverse. Las vacantes se cubrirán por el procedimiento seguido para los primeros nombramientos.

3. Todo Estado parte en cualquier litigio entablado en virtud de estos artículos podrá designar a uno de sus nacionales para que forme parte de la comisión especial, con derecho a participar plenamente en sus actuaciones en igualdad de condiciones con los miembros de la comisión, pero sin derecho a votar ni a participar en la redacción de la decisión de la comisión.

4. La comisión fijará su propio procedimiento, garantizando a cada una de las partes la posibilidad completa de ser oída y de exponer su caso. También decidirá cómo habrán de ser distribuídas las costas y demás gastos del litigio entre las partes, si éstas no pudieran llegar a un acuerdo a este respecto.

5. La comisión deberá fallar dentro de los cinco meses siguientes a la fecha de su designación, a menos que, en caso necesario, decida ampliar este término tres meses como máximo.

6. Al dictar su fallo, la comisión especial deberá observar lo dispuesto en estos artículos y en todo acuerdo especial que exista entre las partes acerca de la solución de la controversia.

7. La comisión adoptará sus decisiones por mayoría.

Artículo 10

1. En los litigios a que dé lugar la aplicación del artículo 7, la comisión especial aplicará los criterios enunciados en el párrafo 2 de dicho artículo. En los litigios a que dé lugar la aplicación de los artículos 4, 5, 6 y 8, la comisión aplicará los siguientes criterios, según los problemas planteados en el litigio:

a) En los litigios a que dé lugar la aplicación de los artículos 4, 5 y 6 se habrá de determinar:

i) Si las conclusiones científicas demuestran la necesidad de adoptar medidas de conservación;

ii) Si las medidas concretas se basan en conclusiones científicas y son factibles; y

iii) Si las medidas no tienen carácter discriminatorio, de hecho ni de derecho, contra pescadores de otros Estados.

b) En los litigios a que dé lugar la aplicación del artículo 8, se habrá de determinar que las conclusiones científicas demuestren que es indispensable adoptar medidas de conservación o que el programa de conservación responda a las necesidades.

2. La comisión especial podrá decidir que las medidas que sean objeto de discusión no se apliquen hasta que dicte su fallo; pero en el caso de litigios a que dé lugar la aplicación del artículo 7, dichas medidas sólo se suspenderán cuando la comisión, basándose en pruebas *prima facie,* llegue al convencimiento de que no es necesario aplicar urgentemente tales medidas.

Artículo 11

Las decisiones de la comisión especial serán obligatorias para los Estados partes en el litigio de que se trate y será aplicable a las mismas lo que dispone el párrafo 2 del Artículo 94 de la Carta de las Naciones Unidas. Si las decisiones fueran acompañadas de recomendaciones, éstas deberán ser objeto de la mayor atención.

Artículo 12

1. Si se modifican los hechos en que se basa la decisión de la comisión especial debido a cambios importantes en las condiciones de la reserva o las reservas de peces o de otros recursos marinos vivos, o en los métodos de pesca, cualquiera de los Estados en causa podrá pedir a los demás Estados que se inicien negociaciones para introducir de común acuerdo las modificaciones necesarias en las medidas de conservación.

2. Si no se llega a un acuerdo en un plazo prudencial, cualquiera de los Estados de que se trate podrá recurrir de nuevo al procedimiento de arbitraje previsto en el artículo 9, siempre que hayan transcurrido al menos dos años desde que se dictó el fallo anterior.

Artículo 13

1. Un Estado podrá emprender la reglamentación de las pesquerías explotadas mediante dispositivos fijados en el lecho del mar en zonas de la alta mar adyacentes a su mar territorial, cuando sus nacionales hayan mantenido y explotado esas pesquerías durante largo tiempo, a condición de que los no nacionales estén autorizados a participar en esas actividades en las mismas condiciones que sus nacionales, salvo en aquellas zonas donde sus nacionales hayan disfrutado exclusivamente, durante un período de tiempo prolongado, del uso de dichas pesquerías. Esta reglamentación no podrá menoscabar el régimen general de alta mar correspondiente a esa zona.

2. Las pesquerías explotadas mediante dispositivos fijados en el lecho del mar a que se refiere este artículo son aquellas que utilizan aparejos cuyos elementos de sustentación estén fijados en el lecho del mar, construídos en lugar donde se les deja para que funcionen de un modo permanente, o que, si se quitan, se les coloca otra vez, al volver la estación, en el mismo lugar.

Artículo 14

En los artículos 1, 3, 4, 5, 6 y 8, por "nacionales" se entienden los buques o embarcaciones de pesca de todas las dimensiones que tengan la nacionalidad del Estado interesado, según la ley de dicho Estado, independientemente de la nacionalidad de sus tripulantes.

Artículo 15

Esta Convención quedará abierta hasta el 31 de octubre de 1958 a la firma de todos los Estados Miembros de las Naciones Unidas o de cualquiera de los organismos especializados y de cualquier otro Estado invitado por la Asamblea General de las Naciones Unidas a suscribir la Convención.

Artículo 16

Esta Convención está sujeta a ratificación. Los instrumentos de ratificación se depositarán en poder del Secretario General de las Naciones Unidas.

Artículo 17

Esta Convención estará abierta a la adhesión de los Estados incluídos en cualquier categoría mencionada en el artículo 15. Los instrumentos de adhesión se depositarán en poder del Secretario General de las Naciones Unidas.

Artículo 18

1. Esta Convención entrará en vigor el trigésimo día que siga a la fecha en que se haya depositado en poder del Secretario General de las Naciones Unidas el vigésimo segundo instrumento de ratificación o de adhesión.

2. Para cada uno de los Estados que ratifiquen la Convención o se adhieran a ella después de haberse depositado el vigésimo segundo instrumento de ratificación o de adhesión, la Convención entrará en vigor el trigésimo día después de que dicho Estado haya depositado su instrumento de ratificación o de adhesión.

Artículo 19

1. En el momento de la firma, de la ratificación o de la adhesión, un Estado podrá

formular reservas respecto de los artículos de la Convención, con excepción de los artículos 6, 7, 9, 10, 11 y 12.

2. Un Estado Contratante que haya formulado reservas de acuerdo con lo dispuesto en el párrafo anterior, podrá anularlas en cualquier momento mediante una comunicación a tal efecto dirigida al Secretario General de las Naciones Unidas.

Artículo 20

1. Una vez expirado el plazo de cinco años a partir de la fecha de entrada en vigor de esta Convención, las Partes Contratantes podrán pedir en todo momento, mediante una comunicación escrita dirigida al Secretario General de las Naciones Unidas, que se revise esta Convención.

2. La Asamblea General de las Naciones Unidas decidirá las medidas que corresponde tomar acerca de esa petición.

Artículo 21

El Secretario General de las Naciones Unidas comunicará a todos los Estados Miembros de las Naciones Unidas y a todos los demás Estados mencionados en el artículo 15:

a) Cuáles son los países que han firmado esta Convención y los que han depositado los instrumentos de ratificación o de adhesión, de conformidad con lo dispuesto en los artículos 15, 16 y 17;

b) En qué fecha entrará en vigor esta Convención, de conformidad con lo dispuesto en el artículo 18;

c) Las peticiones de revisión hechas de conformidad con el artículo 20;

d) Las reservas formuladas respecto de esta Convención de conformidad con el artículo 19.

Artículo 22

El original de esta Convención, cuyos textos chino, español, francés, inglés y ruso son igualmente auténticos, será depositado en poder del Secretario General de las Naciones Unidas, quien remitirá copias certificadas a todos los Estados mencionados en el artículo 15.

EN TESTIMONIO DE LO CUAL los Plenipotenciarios infrascritos, debidamente autorizados por sus respectivos Gobiernos, han firmado esta Convención.

HECHO en Ginebra, a los veintinueve días del mes de abril de mil novecientos cincuenta y ocho.

FOR AFGHANISTAN:
POUR L'AFGHANISTAN:
阿富汗
За Афганистан
POR EL AFGANISTÁN:

A. R. PAZHWAK
Oct. 30, 1958

FOR ALBANIA:
POUR L'ALBANIE:
阿爾巴尼亞
За Албанию
POR ALBANIA:

FOR ARGENTINA:
POUR L'ARGENTINE:
阿根廷
За Аргентину
POR LA ARGENTINA:

A. LESCURE

FOR AUSTRALIA:
POUR L'AUSTRALIE:
澳大利亞
За Австралию
POR AUSTRALIA:

E. Ronald WALKER
30th October 1958

FOR AUSTRIA:
POUR L'AUTRICHE:
奧地利
За Австрию
POR AUSTRIA:

FOR THE KINGDOM OF BELGIUM:
POUR LE ROYAUME DE BELGIQUE:
比利時王國
За Королевство Бельгии
POR EL REINO DE BÉLGICA:

FOR BOLIVIA:
POUR LA BOLIVIE:
玻利維亞
За Боливию
POR BOLIVIA:

M. TAMAYO
17th October, 1958

FOR BRAZIL:
POUR LE BRÉSIL:
巴西
За Бразилию
POR EL BRASIL:

FOR BULGARIA:
POUR LA BULGARIE:
保加利亞
За Болгарию
POR BULGARIA:

FOR THE UNION OF BURMA:
POUR L'UNION BIRMANE:
緬甸聯邦
За Бирманский Союз
POR LA UNIÓN BIRMANA:

FOR THE BYELORUSSIAN SOVIET SOCIALIST REPUBLIC:
POUR LA RÉPUBLIQUE SOCIALISTE SOVIÉTIQUE DE BIÉLORUSSIE:
白俄羅斯蘇維埃社會主義共和國
За Белорусскую Советскую Социалистическую Республику
POR LA REPÚBLICA SOCIALISTA SOVIÉTICA DE BIELORRUSIA:

FOR CAMBODIA:
POUR LE CAMBODGE:
高棉
За Камбоджу
POR CAMBOJA:

FOR CANADA:
POUR LE CANADA:
加拿大
За Канаду
POR EL CANADÁ:

George A. DREW

FOR CEYLON:
POUR CEYLAN:
錫蘭
За Цейлон
POR CEILÁN:

C. COREA
30/X/58

FOR CHILE:
POUR LE CHILI:
智利
За Чили
POR CHILE:

FOR CHINA:
POUR LA CHINE:
中國
За Китай
POR LA CHINA:

LIU Chieh

Yu-chi HSUEH

FOR COLOMBIA:
POUR LA COLOMBIE:
哥倫比亞
За Колумбию
POR COLOMBIA:

Juan URIBE HOLGUÍN

José Joaquíu CAICEDO CASTILLA

FOR COSTA RICA:
POUR LE COSTA-RICA:
哥斯大黎加
За Коста-Рику
POR COSTA RICA:

Raúl TREJOS FLORES

FOR CUBA:
POUR CUBA:
古巴
За Кубу
POR CUBA:

F. V. GARCÍA AMADOR

FOR CZECHOSLOVAKIA:
POUR LA TCHÉCOSLOVAQUIE:
捷克斯拉夫
За Чехословакию
POR CHECOESLOVAQUIA:

FOR DENMARK:
POUR LE DANEMARK:
丹麥
За Данию
POR DINAMARCA:

Max SORENSEN

T. OLDENBURG

FOR THE DOMINICAN REPUBLIC:
POUR LA RÉPUBLIQUE DOMINICAINE:
多明尼加共和國
За Доминиканскую Республику
POR LA REPÚBLICA DOMINICANA:

A. ALVAREZ AYBAR

FOR ECUADOR:
POUR L'EQUATEUR:
厄瓜多
За Эквадор
POR EL ECUADOR:

FOR EL SALVADOR:
POUR LE SALVADOR:
薩爾瓦多
За Сальвадор
POR EL SALVADOR:

FOR ETHIOPIA:
POUR L'ETHIOPIE:
阿比西尼亞
За Эфиопию
POR ETIOPÍA:

FOR THE FEDERATION OF MALAYA:
POUR LA FÉDÉRATION DE MALAISIE:
馬來亞聯邦
За Малайскую Федерацию
POR LA FEDERACIÓN MALAYA:

FOR FINLAND:
POUR LA FINLANDE:
芬蘭
За Финляндию
POR FINLANDIA:

G. A. GRIPENBERG
27 octobre 1958

FOR FRANCE:
POUR LA FRANCE:
法蘭西
За Францию
POR FRANCIA:

G. GEORGES-PICOT
30 octobre 1958

FOR THE FEDERAL REPUBLIC OF GERMANY:
POUR LA RÉPUBLIQUE FÉDÉRALE D'ALLEMAGNE:
德意志聯邦共和國
За Федеративную Республику Германии
POR LA REPÚBLICA FEDERAL ALEMANA:

TIAS 5969

FOR GHANA:
POUR LE GHANA:
迦納
За Гану
POR GHANA:

Richard QUARSHIE

K. B. ASANTE

FOR GREECE:
POUR LA GRÈCE:
希臘
За Грецию
POR GRECIA:

FOR GUATEMALA:
POUR LE GUATEMALA:
瓜地馬拉
За Гватемалу
POR GUATEMALA:

FOR HAITI:
POUR HAÏTI:
海地
За Гаити
POR HAITÍ:

RIGAL

FOR THE HOLY SEE:
POUR LE SAINT-SIÈGE:
教廷
За Святейший Престол
POR LA SANTA SEDE:

FOR HONDURAS:
POUR LE HONDURAS:
洪都拉斯
За Гондурас
POR HONDURAS:

FOR HUNGARY:
POUR LA HONGRIE:
匈牙利
За Венгрию
POR HUNGRÍA:

FOR ICELAND:
POUR L'ISLANDE:
冰島
За Исландию
POR ISLANDIA:

H. G. ANDERSEN

FOR INDIA:
POUR L'INDE:
印度
За Индию
POR LA INDIA:

FOR INDONESIA:
POUR L'INDONÉSIE:
印度尼西亞
За Индонезию
POR INDONESIA:

Ahmad SOEBARDJO
8th May 1958

FOR IRAN:
POUR L'IRAN:
伊朗
За Иран
POR IRÁN:

Dr. A. MATINE-DAFTARY
May 28, 1958

FOR IRAQ:
POUR L'IRAK:
伊拉克
За Ирак
POR IRAK:

TIAS 5969

FOR IRELAND:
POUR L'IRLANDE:
愛爾蘭
За Ирландию
POR IRLANDA:

Frank AIKEN
2-10-1958

FOR ISRAEL:
POUR ISRAËL:
以色列
За Израиль
POR ISRAEL:

Shabtai ROSENNE

FOR ITALY:
POUR L'ITALIE:
義大利
За Италию
POR ITALIA:

FOR JAPAN:
POUR LE JAPON:
日本
За Японию
POR EL JAPÓN:

FOR THE HASHEMITE KINGDOM OF JORDAN:
POUR LE ROYAUME HACHÉMITE DE JORDANIE:
約但哈希米德王國
За Хашемитское Королевство Иордании
POR EL REINO HACHEMITA DE JORDANIA:

FOR THE REPUBLIC OF KOREA:
POUR LA RÉPUBLIQUE DE CORÉE:
大韓民國
За Корейскую Республику
POR LA REPÚBLICA DE COREA:

FOR LAOS:
POUR LE LAOS:
寮國
За Лаос
POR LAOS:

FOR LEBANON:
POUR LE LIBAN:
黎巴嫩
За Ливан
POR EL LÍBANO:

N. SADAKA
29 mai 1958

FOR LIBERIA:
POUR LE LIBÉRIA:
賴比瑞亞
За Либерию
POR LIBERIA:

Rocheforte L. WEEKS
27/5/58

FOR LIBYA:
POUR LA LIBYE:
利比亞
За Ливию
POR LIBIA:

FOR THE GRAND DUCHY OF LUXEMBOURG:
POUR LE GRAND-DUCHÉ DE LUXEMBOURG:
盧森堡大公國
За Великое Герцогство Люксембург
POR EL GRAN DUCADO DE LUXEMBURGO:

FOR MEXICO:
POUR LE MEXIQUE:
墨西哥
За Мексику
POR MÉXICO:

TIAS 5969

FOR MONACO:
POUR MONACO:
摩納哥
За Монако
POR MÓNACO:

FOR MOROCCO:
POUR LE MAROC:
摩洛哥
За Марокко
POR MARRUECOS:

FOR NEPAL:
POUR LE NÉPAL:
尼泊爾
За Непал
POR NEPAL:

Rishikesh SHAHA

FOR THE KINGDOM OF THE NETHERLANDS:
POUR LE ROYAUME DES PAYS-BAS:
荷蘭王國
За Королевство Нидерландов
POR EL REINO DE LOS PAÍSES BAJOS:

C. SCHURMANN
31 October 1958

FOR NEW ZEALAND:
POUR LA NOUVELLE-ZÉLANDE:
紐西蘭
За Новую Зеландию
POR NUEVA ZELANDIA:

FOSS SHANAHAN
29 October 1958

FOR NICARAGUA:
POUR LE NICARAGUA:
尼加拉瓜
За Никарагуа
POR NICARAGUA:

FOR THE KINGDOM OF NORWAY:
POUR LE ROYAUME DE NORVÈGE:
挪威王國
За Королевство Норвегия
POR EL REINO DE NORUEGA:

FOR PAKISTAN:
POUR LE PAKISTAN:
巴基斯坦
За Пакистан
POR EL PAKISTÁN:

Aly KHAN
31st October 1958

FOR PANAMA:
POUR LE PANAMA:
巴拿馬
За Панаму
POR PANAMÁ:

Carlos SUCRE C
2.5.1958

FOR PARAGUAY:
POUR LE PARAGUAY:
巴拉圭
За Парагвай
POR EL PARAGUAY:

FOR PERU:
POUR LE PÉROU:
祕魯
За Перу
POR EL PERÚ:

FOR THE PHILIPPINE REPUBLIC:
POUR LA RÉPUBLIQUE DES PHILIPPINES:
菲律賓共和國
За Филиппинскую Республику
POR LA REPÚBLICA DE FILIPINAS:

TIAS 5969

FOR POLAND:
POUR LA POLOGNE:
波蘭
За Польшу
POR POLONIA:

FOR PORTUGAL:
POUR LE PORTUGAL:
葡萄牙
За Португалию
POR PORTUGAL:

Sous réserve de ratification
Vasco Vieira GARIN
28 octobre 1958

FOR ROMANIA:
POUR LA ROUMANIE:
羅馬尼亞
За Румынию
POR RUMANIA:

FOR SAN MARINO:
POUR SAINT-MARIN:
聖馬利諾
За Сан-Марино
POR SAN MARINO:

FOR SAUDI ARABIA:
POUR L'ARABIE SAOUDITE:
沙烏地阿拉伯
За Саудовскую Аравию
POR ARABIA SAUDITA:

FOR SPAIN:
POUR L'ESPAGNE:
西班牙
За Испанию
POR ESPAÑA:

FOR THE SUDAN:
POUR LE SOUDAN:
蘇丹
За Судан
POR EL SUDÁN:

FOR SWEDEN:
POUR LA SUÈDE:
瑞典
За Швецию
POR SUECIA:

FOR SWITZERLAND:
POUR LA SUISSE:
瑞士
За Швейцарию
POR SUIZA:

F. SCHNYDER
22 octobre 1958

FOR THAILAND:
POUR LA THAÏLANDE:
泰國
За Таиланд
POR TAILANDIA:

LUANG CHAKRAPANI SRISILVISUDDRI
Boon INDRAMBARYA

FOR TUNISIA:
POUR LA TUNISIE:
突尼西亞
За Тунис
POR TÚNEZ:

Mongi SLIM
Le 30 octobre 1958

FOR TURKEY:
POUR LA TURQUIE:
土耳其
За Турцию
POR TURQUÍA:

TIAS 5969

FOR THE UKRAINIAN SOVIET SOCIALIST REPUBLIC:
POUR LA RÉPUBLIQUE SOCIALISTE SOVIÉTIQUE D'UKRAINE:
烏克蘭蘇維埃社會主義共和國
За Украинскую Советскую Социалистическую Республику
POR LA REPÚBLICA SOCIALISTA SOVIÉTICA DE UCRANIA:

FOR THE UNION OF SOUTH AFRICA:
POUR L'UNION SUD-AFRICAINE:
南非聯邦
За Южно-Африканский Союз
POR LA UNIÓN SUDAFRICANA:

FOR THE UNION OF SOVIET SOCIALIST REPUBLICS:
POUR L'UNION DES RÉPUBLIQUES SOCIALISTES SOVIÉTIQUES:
蘇維埃社會主義共和國聯邦
За Союз Советских Социалистических Республик
POR LA UNIÓN DE REPÚBLICAS SOCIALISTAS SOVIÉTICAS:

FOR THE UNITED ARAB REPUBLIC:
POUR LA RÉPUBLIQUE ARABE UNIE:
聯合阿拉伯共和國
За Объединенную Арабскую Республику
POR LA REPÚBLICA ARABE UNIDA:

FOR THE UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND:
POUR LE ROYAUME-UNI DE GRANDE-BRETAGNE ET D'IRLANDE DU NORD:
大不列顛及北愛爾蘭聯合王國
За Соединенное Королевство Великобритании и Северной Ирландии
POR EL REINO UNIDO DE LA GRAN BRETAÑA E IRLANDA DEL NORTE:

Pierson DIXON
9 Sept. 1958

FOR THE UNITED STATES OF AMERICA:
POUR LES ETATS-UNIS D'AMÉRIQUE:
美利堅合衆國
За Соединенные Штаты Америки
POR LOS ESTADOS UNIDOS DE AMÉRICA:

Arthur H. DEAN
15 Sept. 1958

FOR URUGUAY:
POUR L'URUGUAY:
烏拉圭
За Уругвай
POR EL URUGUAY:

Alvaro ALVAREZ

FOR VENEZUELA:
POUR LE VENEZUELA:
委內瑞拉
За Венесуэлу
POR VENEZUELA:

Ad referendum
Carlos SOSA RODRÍGUEZ
October 30th 1958

FOR VIET-NAM:
POUR LE VIETNAM:
越南
За Вьетнам
POR VIET-NAM:

FOR YEMEN:
POUR LE YÉMEN:
葉門
За Йемен
POR EL YEMEN:

FOR YUGOSLAVIA:
POUR LA YOUGOSLAVIE:
南斯拉夫
За Югославию
POR YUGOESLAVIA:

Avec la réserve de ratification
Milan BARTOS
V. POPOVIC

TIAS 5969

WHEREAS the Senate of the United States of America by their resolution of May 26, 1960, two-thirds of the Senators present concurring therein, did advise and consent to the ratification of the said Convention subject to the understanding "that such ratification shall not be construed to impair the applicability of the principle of 'abstention', as defined in paragraph A.1 of the documents of record in the proceedings of the Conference above referred to, identified as A/CONF.13/C.3/L69, 8 April 1958";

WHEREAS paragraph A.1 of document A/CONF.13/C.3/L69, 8 April 1958, of the United Nations Conference on the Law of the Sea reads as follows:

"Where the nationals of a coastal State, alone or with the nationals of one or more other States, are (a) fishing a stock of fish in an area of the high seas adjacent to the territorial sea of the coastal State with such intensity that an increase in fishing effort will not result in a substantial increase in the yield which can be maintained year after year, and (b) where the maintenance of the current yield, or when possible, the further development of it is dependent upon a conservation programme carried out by those States, involving research and limitations upon the size or quantity of the fish which may be caught, then (c) States whose nationals are not fishing the stock regularly or which have not theretofore done so within a reasonable period of time, shall abstain from fishing such stock, provided however that this shall not apply to any coastal State with respect to fishing any stock in waters adjacent to its territorial sea."

WHEREAS the said Convention was duly ratified by the President of the United States of America on March 24, 1961, in pursuance of the advice and consent of the Senate, subject to the understanding as aforesaid;

WHEREAS it is provided in Article 18 of the Convention that the Convention shall come into force on the thirtieth day following the date of deposit of the twenty-second instrument of ratification or accession with the Secretary General of the United Nations;

WHEREAS instruments of ratification were deposited with the Secretary General of the United Nations by the following Governments on the dates indicated: the United Kingdom of Great Britain and Northern Ireland, with a declaration, on March 14, 1960; Haiti on March 29, 1960; the United States of America on April 12, 1961, with the aforesaid understanding; Colombia on January 3, 1963; Portugal on January 8, 1963; Australia on May 14, 1963; Venezuela on July 10, 1963; the Dominican Republic on August 11, 1964; Finland on February 16, 1965; Yugoslavia on January 28, 1966; and the Netherlands on February 18, 1966; instruments of accession were deposited with the Secretary General of the United Nations by the following Governments on the dates indicated: Cambodia on March 18, 1960, Malaysia on December 21, 1960, Senegal on April 25, 1961,

Madagascar on July 31, 1962, South Africa on April 9, 1963, Uganda on September 14, 1964, Upper Volta on October 4, 1965, and Malawi on November 3, 1965; and the Secretary General of the United Nations was informed by the following Governments, in communications received by the Secretary General on the dates indicated, that those Governments consider themselves bound by the Convention: Nigeria on June 26, 1961, Sierra Leone on March 13, 1962, and Jamaica on April 16, 1964;

AND WHEREAS, pursuant to the provisions of Article 18, the Convention entered into force on March 20, 1966;

Now, THEREFORE, be it known that I, Lyndon B. Johnson, President of the United States of America, do hereby proclaim and make public the said Convention to the end that the same and every article and clause thereof shall be observed and fulfilled with good faith, on and after March 20, 1966, 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 thirty-first day of March in the year of our Lord one thousand nine hundred sixty-six [SEAL] and of the Independence of the United States of America the one hundred ninetieth.

LYNDON B. JOHNSON

By the President:
DEAN RUSK
Secretary of State

SIERRA LEONE

Agricultural Commodities: Sales Under Title IV

Agreement amending the agreement of January 29, 1965, as amended.
Effected by exchange of notes
Signed at Freetown March 10, 1966;
Entered into force March 10, 1966.

The American Ambassador to the Prime Minister of Sierra Leone

FREETOWN, *March 10, 1966.*

EXCELLENCY:

I have the honor to refer to the Agricultural Commodities Agreement between our two Governments of January 29, 1965, as amended, [1] and to propose that:

1. Paragraph 1 of Article I of the Agreement be further amended by adding in appropriate columns for the supply period U.S. fiscal year 1966:

Wheat flour	2,000 metric tons,	$236 thousand,
Tobacco and/or tobacco products	44 metric tons,	68 thousand
Corn	250 metric tons,	13 thousand

and by increasing ocean transportation (estimated) to $164 thousand and raising the total to $2,148 thousand.

2. Paragraph 3 of Article II of Agreement be amended by deleting the period at the end of the first sentence and adding "except that with respect to commodities supplied under any amendment to this Agreement after November 30, 1965, initial payment of interest shall be made one year after date of last delivery of such commodities in any calendar year."

3. Unnumbered Paragraph 6 of my Note of January 29, 1965, be amended by deleting the period and adding the following:

"and during Fiscal Year 1966 not less than 17,000 metric tons of wheat and/or wheat flour on a grain equivalent basis; 1,100

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[1] TIAS 5762, 5831; 16 UST 71, 908; see also TIAS 6041; *post*, p. 833.

metric tons of corn; and 935 metric tons of tobacco and/or tobacco products of which at least 75 metric tons will be from the United States of America."

It is understood that no purchase authorizations for commodities provided under this amendment will be issued until satisfactory arrangements have been made for the importation of the balance required to fulfill the foregoing commitment of the Government of Sierra Leone.

It is proposed that this note and your reply concurring therein shall constitute agreement between our two Governments to enter into force on the date of your reply.

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

ANDREW V. CORRY

His Excellency
Sir ALBERT M. MARGAI,
Prime Minister of Sierra Leone.

The Prime Minister of Sierra Leone to the American Ambassador

UNITY FREEDOM JUSTICE

SIERRA LEONE

PRIME MINISTER'S OFFICE
FREETOWN
10th March, 1966.

YOUR EXCELLENCY,

I wish to refer to your note of 10th March which reads as follows:–

"I have the honour to refer to the Agricultural Commodities Agreement between our two Governments of January 29, 1965, as amended, and to propose that:

1. Paragraph 1 of Article I of the Agreement be further amended by adding in appropriate columns for the supply period U.S. fiscal year 1966:

Wheat flour	2,000 metric tons $236 thousand
Tobacco and/or tobacco products	44 metric tons 68 thousand
Corn	250 metric tons 13 thousand

and by increasing ocean transportation (estimated) to $164 thousand and raising the total to $2,148 thousand.

2. Paragraph 3 of Article II of the Agreement be amended by deleting the period at the end of the first sentence and adding "except that with respect to commodities supplied under any amendment to this Agreement after November 30, 1965, initial payment of interest shall be made one year after date of last delivery of such commodities in any calendar year."

3. Unnumbered paragraph 6 of my note of January 29, 1965, be amended by deleting the period and adding the following:

"and during Fiscal Year 1966 not less than 17,000 metric tons of wheat and/or wheat flour on a grain equivalent basis:– 1,100 metric tons of corn; and 935 metric tons of tobacco and/or tobacco products of which at least 75 metric tons will be from the United States of America".

It is understood that no purchase authorizations for commodities provided under this amendment will be issued until satisfactory arrangements have been made for the importation of the balance required to fulfil the foregoing commitment of the Government of Sierra Leone.

It is proposed that this note and your reply concurring therein shall constitute agreement between our two Governments to enter into force on the date of your reply".

2. I have pleasure in informing you that the proposed amendments to the Agreement as signed on the 29th of January, 1965, are acceptable to my Government.

3. Accept, Your Excellency, the assurances of my highest consideration.

A. MARGAI

(A. M. Margai)
Prime Minister.

His Excellency ANDREW V. CORRY,
American Ambassador to Sierra Leone.

CEYLON

Agricultural Commodities[1]

Agreement signed at Colombo March 12, 1966;
Entered into force March 12, 1966.
With exchange of notes.

AGRICULTURAL COMMODITIES AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF CEYLON 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 Ceylon:

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 or normal patterns of commercial trade with friendly countries;

Considering that the purchase for Ceylon rupees of agricultural commodities produced in the United States of America will assist in achieving such an expansion of trade;

Considering that the Ceylon rupees accruing from such purchase 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 agricultural commodities to Ceylon pursuant to Title I of the Agricultural Trade Development and Assistance Act,[2] as amended (hereinafter referred to as the 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 CEYLON RUPEES

1. Subject to issuance by the Government of the United States of America and acceptance by the Government of Ceylon of purchase

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[1] See also TIAS 6079; *post*, p. 1192.

[2] 68 Stat. 455; 7 U.S.C. §§ 1701–1709.

authorizations and to the availability of the specified commodities under the Act at the time of exportation, the Government of the United States of America undertakes to finance the sales for Ceylon rupees, to purchasers authorized by the Government of Ceylon, of the following agricultural commodities in the amounts indicated:

Commodity	Approx. Quantity (Metric Tons)	Export Market Value (Millions)
Wheat flour/Wheat	50,000	$3.8
Corn/Grain sorghum	5,000	0.3
TOTAL:		$4.1

2. Applications for purchase authorizations will be made within 90 days after the effective date of this agreement, except that applications for purchase authorizations for any additional commodities or amounts of commodities provided for in any amendment to this agreement will be made within 90 days after the effective date of such amendment. Purchase authorizations will include provisions relating to the sale and delivery of commodities, the time and circumstances of deposit of Ceylon rupees accruing from such sale, and other relevant matters.

The Government of the United States of America will finance ocean transportation costs incurred pursuant to this agreement only to the extent that such costs are higher than otherwise would be the case by reason of the requirement that approximately 50 percent by tonnage of the commodities be transported in United States flag vessels. The balance of cost for commodities required to be carried in United States flag vessels shall be paid in dollars by the Government of Ceylon. The Government of Ceylon will not be required to deposit rupees for ocean transportation financed by the Government of the United States of America.

Promptly after contracting for United States flag shipping space required to be used, and in any event not later than presentation of vessel for loading, the Government of Ceylon will open a letter of credit, in dollars, for the estimated cost of ocean transportation for commodities carried in United States flag vessels.

3. The financing, sale and delivery of commodities under this agreement may be terminated by either Government if that Government determines that because of changed conditions the continuation of such financing, sale or delivery is unnecessary or undesirable.

ARTICLE II

USES OF CEYLON RUPEES

The Ceylon rupees accruing to the Government of 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 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. For United States expenditures under subsections (a), (b), (d), (f) and (h) through (t) of Section 104 of the Act, or under any of such subsections, 20 percent of the Ceylon rupees accruing pursuant to this agreement.

B. For loans to be made by the Agency for International Development of Washington (hereinafter referred to as AID) under Section 104(e) of the Act and for administrative expenses of AID in Ceylon incident thereto, 10 percent of the Ceylon rupees accruing pursuant to this agreement. It is understood that:

(1) Such loans under Section 104(e) of the Act will be made to United States business firms and branches, subsidiaries, or affiliates of such firms in Ceylon for business development and trade expansion in Ceylon and to United States firms and Ceylon firms for the establishment of facilities for aiding in the utilization, distribution, or otherwise increasing the consumption of and markets for United States agricultural products.

(2) Loans will be mutually agreeable to AID and the Government of Ceylon, acting through the Central Bank of Ceylon. The Governor of the Central Bank of Ceylon, or his designate, will act for the Government of Ceylon, and the Administrator of AID, or his designate, will act for AID.

(3) Upon receipt of an application which AID is prepared to consider, AID will inform the Central Bank of Ceylon of the identity of the applicant, the nature of the proposed business, the amount of the proposed loan, and the general purposes for which the loan proceeds would be expended.

(4) When AID is prepared to act favorably upon an application, it will so notify the Central Bank of Ceylon and will indicate the interest rate and the repayment period which would be used under the proposed loan. The interest rate will be similar to that prevailing in Ceylon on comparable loans, provided such rate is not lower than cost of funds to the United States Treasury on comparable maturities, and the maturities will be consistent with the purposes of the financing.

(5) Within sixty days after the receipt of the notice that AID is prepared to act favorably upon an application, the Central Bank of Ceylon will indicate to AID whether or not the Central Bank of Ceylon has any objection to the proposed loan. Unless within the sixty-day period AID has received such a communication from the Central Bank of Ceylon, it shall be understood that the Central Bank of Ceylon has no objection to the proposed loan. When AID

approves or declines the proposed loan it will notify the Central Bank of Ceylon.

(6) In the event the Ceylon rupees set aside for loans under Section 104(e) of the Act are not advanced within three years from the date of this agreement or such extended period as may be agreed between the Government of Ceylon and the Government of the United States of America because AID has not approved loans or because proposed loans have not been mutually agreeable to AID of Washington, and the Central Bank of Ceylon, the Government of the United States of America may use the Ceylon rupees for any purpose authorized by Section 104 of the Act.

C. For a loan to the Government of Ceylon under Section 104(g) of the Act for financing such projects to promote economic development, including projects not heretofore included in plans of the Government of Ceylon, as may be mutually agreed, 70 percent of the Ceylon rupees accruing pursuant to this agreement. The terms and conditions of the loan and other provisions will be set forth in a separate loan agreement. In the event that agreement is not reached on the use of the Ceylon rupees for loan purposes under Section 104(g) of the Act within three years from the date of this agreement or such extended period as may be agreed between the Government of Ceylon and the Government of the United States of America, the Government of the United States of America may use the Ceylon rupees for any purpose authorized by Section 104 of the Act.

ARTICLE III

DEPOSIT OF CEYLON RUPEES

1. The Government of Ceylon will deposit to the account of the Government of the United States of America an amount of Ceylon rupees equivalent to the dollar sales value of the commodities financed by the Government of the United States of America converted into Ceylon rupees at the applicable rate of exchange in effect on the date of dollar disbursement by the Government of the United States of America.

(a) If a unitary exchange rate system is maintained by the Government of Ceylon, the applicable rate will be the rate at which the central monetary authority of Ceylon, or its authorized agent, sells foreign exchange for Ceylon rupees.

(b) If a unitary rate system is not maintained, the applicable rate will be the rate mutually agreed upon by the Government of the United States of America and the Government of Ceylon.

2. The Government of the United States of America shall determine which of its funds shall be used to pay any refunds of Ceylon rupees which become due under this agreement or which are due or

become due under any prior agricultural commodities agreement. A reserve will be maintained under this agreement for two years from the effective date of this agreement which may be used for the payment of such refunds. Any payment out of this reserve shall be treated as a reduction in the total rupees accruing to the Government of the United States of America under this agreement.

ARTICLE IV

GENERAL UNDERTAKINGS

1. The Government of Ceylon will take all possible measures to prevent the resale or transshipment to other countries or the use for other than domestic purposes of the agricultural commodities purchased pursuant to this agreement (except where such resale, transshipment or use is specifically approved by the Government of the United States of America); to prevent the export of any commodity of either domestic or foreign origin which is the same as, or like, the commodities purchased pursuant to this agreement during the period beginning on the date of this agreement and ending with the final date on which such commodities are received and utilized (except where such export is specifically approved by the Government of the United States of America); and to ensure that the purchase of commodities pursuant to this agreement does not result in increased availability of the same or like commodities to nations unfriendly to the United States of America.

2. The two Governments will take reasonable precautions to assure that all sales and purchases of agricultural commodities pursuant to this agreement will not displace usual marketings of the United States of America in these commodities or unduly disrupt world prices of agricultural commodities or normal patterns of commercial trade with friendly countries.

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 Ceylon will furnish quarterly information on the progress of the program, particularly with respect to the arrival and condition of commodities; provisions for the maintenance of usual marketings; and information relating to imports and 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 Colombo, in duplicate, this twelfth day of March, 1966.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA	FOR THE GOVERNMENT OF CEYLON
CECIL B. LYON	GAMANI COREA.

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

COLOMBO, *March 12, 1966*

EXCELLENCY:

I have the honor to refer to the Agricultural Commodities Agreement between our two Governments signed today, under which the United States of America undertakes to finance the delivery to Ceylon of $4.1 million worth of agricultural commodities, and to inform you of my Government's understanding of the following:

1. With regard to paragraph 1 of Article IV of the Agreement, if the same or like commodities are exported during the period in which commodities financed under the Agreement are being imported and utilized, the Government of Ceylon will be required to reimburse the Government of the United States of America in dollars for the equivalent value of such exports or make an offset purchase from the United States for dollars of an equivalent quantity of the commodities exported. Such reimbursement or offset purchase will be made not later than 60 days from the date that such exports take place and will not be in excess of the total value of the commodities shipped under the Agreement.

If any product is exported that is processed from the same or like commodities as those being imported under the Agreement, reimbursement or offset purchases will be required, on the foregoing terms, for an equivalent quantity of the commodity used to produce the processed product.

2. With regard to paragraph 2 of Article IV of the Agreement, in expressing its agreement with the Government of the United States of America that the above-mentioned deliveries should not unduly disrupt world prices of agricultural commodities or impair trade relations among friendly nations, the Government of Ceylon agrees that it will procure and import with its own resources the following agricultural

commodities in addition to those to be purchased under the terms of the Agreement:

a. From the United States of America and countries friendly to it at least 155,000 metric tons of wheat flour or wheat equivalent during the United States calendar year 1966.

b. From the United States of America and countries friendly to it at least 4,000 metric tons of corn/grain sorghum during the United States calendar year 1966.

If deliveries extend into a subsequent period, the level of usual marketing requirements for such period will be determined at the time the request for extension of deliveries is made.

3. With regard to paragraph 4 of Article IV of the Agreement, the Government of Ceylon agrees to furnish quarterly the following information in connection with each shipment of commodities received under the Agreement:

The name of each vessel; the date of arrival; the port of arrival; the commodity and quantity received; the condition in which received; the date unloading was completed; and the disposition of the cargo, i.e., stored, distributed locally or, if shipped, where shipped. In addition, the Government of Ceylon agrees to furnish quarterly: (a) a statement of measures it has taken to prevent the resale or transshipment of commodities furnished, (b) assurances that the program has not resulted in increased availability of the same or like commodities to other nations and (c) a statement by the Government showing progress made toward fulfilling commitments on usual marketings.

The Government of Ceylon further agrees that the above statements will be accompanied by statistical data on imports and exports by country of origin or destination of commodities which are the same as or like those imported under the Agreement.

4. The Government of Ceylon agrees that rupees received by the Government of the United States of America under the Agreement may be deposited in interest-bearing accounts in banks in Ceylon selected by the Government of the United States of America, unless other arrangements are mutually agreed upon by the Government of the United States of America and the Government of Ceylon.

5. For purposes of Section 104(a) of the Act, to finance agricultural market development activities in other countries, the Government of Ceylon will provide, upon request of the Government of the United States of America, facilities for conversion into other non-dollar currencies of $82,000 worth or two percent of the rupees accruing under the Agreement from proceeds from sales and payments on Section 104(g) loans (including principal and interest), whichever is greater. For purposes of Section 104(h) of the Act, to finance the travel of exchanges between the United States of America and Ceylon, the Government of Ceylon will provide, upon request of the Government of the

United States of America, facilities for conversion of up to $70,000 worth of rupees into a single currency acceptable to the United States international carriers without discount. For purposes of Sections 104(s) and (t) of the Act, the Government of the United States of America will limit its sales to American tourists and United States citizens to $82,000 worth or two percent of the rupees accruing under the Agreement from proceeds accruing from sales and payments on Section 104(g) loans (including principal and interest), whichever is greater.

6. The Government of the United States of America may utilize rupees in Ceylon to pay for travel which is part of a trip in which the traveler travels from, to or through Ceylon. It is understood that these funds are intended to cover only travel by persons who are traveling on official business for the Government of the United States of America or in connection with activities financed by the Government of the United States of America. It is further understood that the travel for which rupees may be utilized shall not be limited to services provided by Ceylon transportation facilities.

I shall appreciate receiving your Excellency's confirmation of the above understanding.

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

CECIL B. LYON

His Excellency
Dr. GAMANI COREA,
Permanent Secretary,
Ministry of Planning and Economic Affairs,
Colombo.

62-803 O-67—14

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

දුරකථන Telephones 7138 4286 2926
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MINISTRY OF PLANNING & ECONOMIC AFFAIRS
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(8 වෙනි මහල)
Central Bank Building
(8th Floor)
කොළඹ 1 Colombo 1 March 12, 1966

YOUR EXCELLENCY,

AGRICULTURAL COMMODITIES AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF CEYLON

I have the honour to acknowledge receipt of your Note dated March 12, 1966, which reads as follows:–

"I have the honor to refer to the Agricultural Commodities Agreement between our two Governments signed today, under which the United States of America undertakes to finance the delivery to Ceylon of $4.1 million worth of agricultural commodities, and to inform you of my Government's understanding of the following:

1. With regard to paragraph 1 of Article IV of the Agreement, if the same or like commodities are exported during the period in which commodities financed under the Agreement are being imported and utilized, the Government of Ceylon will be required to reimburse the Government of the United States of America in dollars for the equivalent value of such exports or make an offset purchase from the United States for dollars of an equivalent quantity of the commodities exported. Such reimbursement or offset purchase will be made not later than 60 days from the date that such exports take place and will not be in excess of the total value of the commodities shipped under the Agreement.

If any product is exported that is processed from the same or like commodities as those being imported under the Agreement, reimbursement or offset purchases will be required, on the foregoing terms, for an equivalent quantity of the commodity used to produce the processed product.

2. With regard to paragraph 2 of Article IV of the Agreement, in expressing its agreement with the Government of the United States of America that the above-mentioned deliveries should not unduly disrupt world prices of agricultural commodities or impair trade

relations among friendly nations, the Government of Ceylon agrees that it will procure and import with its own resources the following agricultural commodities in addition to those to be purchased under the terms of the Agreement:

a. From the United States of America and countries friendly to it at least 155,000 metric tons of wheat flour or wheat equivalent during the United States calendar year 1966.

b. From the United States of America and countries friendly to it at least 4,000 metric tons of corn/grain sorghum during the United States calendar year 1966.

If deliveries extend into a subsequent period, the level of usual marketing requirements for such period will be determined at the time the request for extension of deliveries is made.

3. With regard to paragraph 4 of Article IV of the Agreement, the Government of Ceylon agrees to furnish quarterly the following information in connection with each shipment of commodities received under the Agreement:

The name of each vessel; the date of arrival; the port of arrival; the commodity and quantity received; the condition in which received; the date unloading was completed; and the disposition of the cargo, i.e., stored, distributed locally or, if shipped, where shipped. In addition, the Government of Ceylon agrees to furnish quarterly: (a) a statement of measures it has taken to prevent the resale or transshipment of commodities furnished, (b) assurances that the program has not resulted in increased availability of the same or like commodities to other nations and (c) a statement by the Government showing progress made toward fulfilling commitments on usual marketings.

The Government of Ceylon further agrees that the above statements will be accompanied by statistical data on imports and exports by country of origin or destination of commodities which are the same as or like those imported under the Agreement.

4. The Government of Ceylon agrees that rupees received by the Government of the United States of America under the Agreement may be deposited in interest-bearing accounts in banks in Ceylon selected by the Government of the United States of America, unless other arrangements are mutually agreed upon by the Government of the United States of America and the Government of Ceylon.

5. For purposes of Section 104(a) of the Act, to finance agricultural market development activities in other countries, the Government of Ceylon will provide, upon request of the Government of the United States of America, facilities for conversion into other non-dollar currencies of $82,000 worth or two percent of the rupees accruing under the Agreement from proceeds from sales and payments on Section 104(g) loans (including principal and interest), which-

ever is greater. For purposes of Section 104(h) of the Act, to finance the travel of exchanges between the United States of America and Ceylon, the Government of Ceylon will provide, upon request of the Government of the United States of America, facilities for conversion of up to $70,000 worth of rupees into a single currency acceptable to the United States international carriers without discount. For purposes of Sections 104(s) and (t) of the Act, the Government of the United States of America will limit its sales to American tourists and United States citizens to $82,000 worth or two percent of the rupees accruing under the Agreement from proceeds accruing from sales and payments on Section 104(g) loans (including principal and interest), whichever is greater.

6. The Government of the United States of America may utilize rupees in Ceylon to pay for travel which is part of a trip in which the traveler travels from, to or through Ceylon. It is understood that these funds are intended to cover only travel by persons who are traveling on official business for the Government of the United States of America or in connection with activities financed by the Government of the United States of America. It is further understood that the travel for which rupees may be utilized shall not be limited to services provided by Ceylon transportation facilities.

I shall appreciate receiving your Excellency's confirmation of the above understanding.

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

I confirm that your Note correctly sets out the understanding reached between the representatives of our two Governments.

Accept, Excellency, the assurances of my highest consideration.

GAMANI COREA.

(Gamani Corea)
Permanent Secretary to the Ministry of Planning and Economic Affairs.

His Excellency
CECIL B. LYON,
Ambassador for the United States of America,
The American Embassy,
Colombo.

CANADA

Air Transport Services

Agreement signed at Ottawa January 17, 1966;
Entered into force January 17, 1966.
With exchanges of notes.

AIR TRANSPORT AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF CANADA

PREAMBLE

The Government of the United States of America and the Government of Canada (hereinafter called the Contracting Parties):

Being Parties to the Convention on International Civil Aviation signed at Chicago on December 7, 1944;[1]

Desiring to conclude an agreement for the purpose of promoting to the fullest possible extent commercial air services;

Recognizing that the geographic situation of the two countries, including the location of their main centers of population, and the close relationship between their two peoples create a situation unique in international civil aviation;

Believing that a route pattern established primarily on the basis of actual and potential traffic between the two countries will best serve the needs of the travelling and shipping public;

Desiring to ensure the continued development of a system of air transport free from discriminatory practices, based on an equitable exchange of economic benefits to the two countries, and able to accommodate the needs of the people of the two countries with a minimum of artificial restraint arising from the existence of their common border;

Desiring to ensure equitable opportunity for the airlines of the two countries to participate in the development of this system and to make optimum use of modern equipment; and

Determined that this Agreement shall reflect the special relationship between the two countries, consistent with general international obligations;

Have agreed as follows:

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[1] TIAS 1591; 61 Stat. 1180.

ARTICLE I

(a) In establishing routes pursuant to this Agreement and consistent with the principles set forth in the Preamble, the principal objective shall be to provide for direct service between points in the two countries where the existing or potential traffic indicates a need for such service, considering primarily:

1. the points of true origin of traffic in the territory of one Contracting Party and the points of true destination of such traffic in the territory of the other Contracting Party; and
2. the flow of traffic between points in the two countries.

(b) The allocation of routes between the two Contracting Parties is designed to establish an equitable overall exchange of economic benefits derived from the establishment of air services between the two countries, including equitable opportunity for the airlines of the two countries to serve the needs of the travelling and shipping public.

(c) Either Contracting Party may request review of the pattern of routes set forth in the Schedules annexed to this Agreement with a view to determining whether such pattern is meeting the needs of the travelling and shipping public. Any amendments to the Schedules resulting from such review shall be consistent with the principles set forth in the Preamble and the objectives set forth in paragraphs (a) and (b) of this Article.

ARTICLE II

In accordance with the objectives set forth in Article I of this Agreement, each Contracting Party grants to the other Contracting Party rights necessary for the conduct of air services by the designated airlines, as follows: the rights of transit, of stops for non-traffic purposes, and of taking on and discharging international traffic in passengers, cargo, and mail, separately or in combination, at the points in its territory named on each of the routes specified in the Schedules annexed to this Agreement.

ARTICLE III

Except as otherwise specified in the Schedules annexed to this Agreement,

(a) additional traffic stops on any route specified in the Schedules annexed to this Agreement may be made in the territory of a Contracting Party by the airline or airlines designated by such Contracting Party, provided

1. such stops are between the named terminals and in reasonable proximity to the direct route connecting them;
2. such stops may not result in service by such airline or airlines over any other route specified in the Schedules annexed to this

Agreement for which such airline or airlines have not been designated in accordance with Article V; and

3. flights on any specified route may not be originated or terminated at such additional traffic stops;

(b) named points other than terminals on any of the routes specified in the Schedules annexed to this Agreement may at the option of the designated airline or airlines be omitted on any or all flights;

(c) any route specified in the Schedules annexed to this Agreement having two or more terminal points may be operated to one or all of such terminal points on any or all flights at the option of the designated airline or airlines;

(d) the routes specified in the Schedules annexed to this Agreement shall be operated and promoted as routes between the United States and Canada. Should a designated airline of either country provide a service to points beyond its home country in connection with such routes, public advertising or other forms of promotion by such airline in the territory of the other country or in third countries may not employ the terms "single carrier" or "through service" or terms of similar import, and shall state that such service is by connecting flights, even when for operational reasons a single aircraft is used. The flight number assigned to services between the United States and Canada may not be the same as that assigned to flights beyond the home country of the airline performing the service.

ARTICLE IV

An airline designated by one Contracting Party may not take on at one point in the territory of the other Contracting Party traffic destined for another point in the territory of such other Contracting Party. However, an airline designated by one Contracting Party to provide service over a route containing more than one point in the territory of the other Contracting Party may provide a stopover at any of such points to traffic moving on a ticket or waybill providing for transportation on the same airline on a through journey to or from a point outside the territory of such other Contracting Party.

ARTICLE V

(a) Each Contracting Party shall have the right to designate, by diplomatic note to the other Contracting Party, an airline or airlines to operate on any route specified in the Schedules annexed to this Agreement.[1]

(b) Each Contracting Party shall have the right to withdraw, by diplomatic note to the other Contracting Party, the designation of an airline to operate over any route specified in the Schedules annexed to this Agreement and to substitute therefor the designation of another airline.

[1] *Post*, p. 224.

ARTICLE VI

(a) Upon receipt of a designation made by one Contracting Party, and upon receipt from a designated airline of an application in the form and manner prescribed for such applications, the aeronautical authorities of the other Contracting Party shall grant to the designated airline, subject to the provisions of Article VII and with a minimum of procedural delay, appropriate authorization to operate the services for which it has been designated in accordance with this Agreement.

(b) The aeronautical authorities of one Contracting Party may require an airline designated by the other Contracting Party to satisfy them that it is qualified to fulfill the conditions prescribed under the laws and regulations normally and reasonably applied by them to the operation of international commercial air services.

ARTICLE VII

(a) Each Contracting Party reserves the right to withhold, revoke, or impose conditions on the authorization granted to an airline designated by the other Contracting Party in accordance with Article V:

1. in the event of failure by such airline to qualify before the aeronautical authorities of that Contracting Party under the laws and regulations normally applied by those authorities;
2. in the event of failure by such airline to comply with the laws and regulations referred to in Article VIII; or
3. in any case where it is not satisfied that substantial ownership and effective control of that airline are vested in the Contracting Party designating the airline or in nationals of that Contracting Party.

(b) Unless immediate action to withhold or revoke the authorization granted to an airline designated by the other Contracting Party is essential to prevent further infringement of the laws and regulations referred to in Article VIII, the right to withhold or revoke such authorization shall be exercised only after consultation with the other Contracting Party.

ARTICLE VIII

(a) The laws and regulations of one Contracting Party relating to the admission to or departure from its territory of aircraft engaged in international air navigation, or to the operation and navigation of such aircraft while within its territory, shall be applied to the aircraft of the airline or airlines designated by the other Contracting Party, and shall be complied with by such aircraft upon entrance into, departure from, and while within the territory of the first Contracting Party.

(b) The laws and regulations of one Contracting Party relating to the admission to or departure from its territory of passengers, crew, or cargo of aircraft, including regulations relating to entry, clearance, immigration, passports, customs, and quarantine shall be complied with by or on behalf of such passengers, crew, or cargo of the other Contracting Party upon entrance into, departure from, and while within the territory of the first Contracting Party.

ARTICLE IX

(a) Certificates of airworthiness, certificates of competency, and licenses, issued or rendered valid by one Contracting Party and still in force, shall be recognized as valid by the other Contracting Party for the purpose of operating the routes and services provided for in this Agreement, provided that the requirements under which such certificates or licenses were issued or rendered valid are equal to or above the minimum standards which may be established pursuant to the Convention on International Civil Aviation. Each Contracting Party reserves the right, however, to refuse to recognize certificates of competency or licenses granted to its own nationals by the other Contracting Party.

(b) A technical authorization issued by the competent authorities of one Contracting Party to a designated airline to conduct scheduled commercial air services provided for in this Agreement will be accepted by the other Contracting Party as evidence that such airline is adequately equipped and able to conduct such services safely. Notwithstanding the foregoing, a designated airline of one Contracting Party may be required to apply for and obtain from the competent authorities of the other Contracting Party, before commencing service, an appropriate technical authorization for its operations within the territory of such other Contracting Party.

ARTICLE X

(a) Each Contracting Party may impose or permit to be imposed just and reasonable charges for the use of public airports and other facilities under its control, provided that such charges shall not be higher than the charges imposed for use by its national aircraft engaged in similar international services.

(b) Neither of the Contracting Parties shall give a preference to its own airlines over the airlines of the other Contracting Party in the application of its customs, immigration, quarantine and similar regulations or in the use of airports, airways and other facilities under its control.

ARTICLE XI

(a) Each Contracting Party shall exempt the designated airlines of the other Contracting Party to the fullest extent possible under its national law from import restrictions, customs duties, excise

taxes, inspection fees and other national duties and charges on fuel, lubricating oils, consumable technical supplies, spare parts including engines, regular equipment, ground equipment, stores and other items intended for use solely in connection with the operation or servicing of aircraft of the airlines of such other Contracting Party in international air service.

(b) The immunities granted by this Article shall apply to the items referred to in paragraph (a) of this Article

1. introduced into the territory of one Contracting Party by the other Contracting Party or its nationals;
2. retained on board aircraft of the airlines of one Contracting Party upon arriving in or leaving the territory of the other Contracting Party;
3. taken on board aircraft of the airlines of one Contracting Party in the territory of the other and intended for use in international air service;

whether or not such items are used or consumed wholly within the territory of the Contracting Party granting the immunity.

ARTICLE XII

(a) The airline or airlines of each Contracting Party shall have fair and equal opportunity to operate air services over any route covered by this Agreement.

(b) Air services provided by the airlines of each Contracting Party under this Agreement shall be operated so as not to affect unduly the services provided by the airline or airlines of the other Contracting Party on all or part of the same routes.

(c) The air services made available to the public by the airlines operating over any route covered by this Agreement shall bear a close relationship to the requirements of the public for such services.

(d) It is the understanding of both Contracting Parties that air services provided by a designated airline under this Agreement shall retain as their primary objective the provision of capacity adequate to the traffic demands between the country of which such airline is a national and the countries of ultimate destination of the traffic. The right to embark or disembark on such services international traffic destined for and coming from third countries at a point or points on the routes specified in this Agreement shall be exercised in accordance with the general principles of orderly development to which both Contracting Parties subscribe and shall be subject to the general principle that capacity should be related:

1. to traffic requirements between the country of origin and the countries of ultimate destination of the traffic;
2. to the requirements of through airline operation; and

3. to the traffic requirements of the area through which the airline passes, after taking account of local and regional services.

(e) Neither Contracting Party may unilaterally impose any restrictions on an airline or airlines of the other Contracting Party with respect to capacity, frequency or type of aircraft employed in connection with services over any of the routes specified in the Schedules annexed to this Agreement. In the event that one of the Contracting Parties believes that the operations conducted by an airline of the other Contracting Party have been inconsistent with the standards and principles set forth in paragraphs (a), (b), (c), or (d) of this Article, it may request consultations pursuant to Article XIV of the Agreement for the purpose of reviewing the operations in question to determine whether they are in conformity with said standards and principles.

Article XIII

(a) The rates to be charged by the designated airlines of either Contracting Party for carriage to or from the territory of the other Contracting Party shall be reasonable, due regard being paid to all relevant factors, such as cost of operation, reasonable profit, and the rates charged by any other airlines, as well as the characteristics of each service.

(b) The rates referred to in this Article shall be subject to the approval of the aeronautical authorities of the Contracting Parties, who shall act in accordance with their obligations under this Agreement, within the limits of their legal powers.

(c) Any rates proposed by an airline of either Contracting Party shall be filed with the aeronautical authorities of both Contracting Parties at least thirty days before the proposed date of introduction, provided that this period of thirty days may be reduced in particular cases by agreement of the said aeronautical authorities.

(d) In the event that power is conferred by law upon the aeronautical authorities of the United States to fix fair and economic rates for the transport of persons and property by air on international services and to suspend proposed rates in a manner comparable to that in which the Civil Aeronautics Board at present is empowered to act with respect to such rates for the transport of persons and property by air within the United States, each of the Contracting Parties shall thereafter exercise its authority in such manner as to prevent any rate or rates proposed by one of its airlines for services from the territory of one Contracting Party to a point or points in the territory of the other Contracting Party from becoming effective or remaining in effect, if in the judgment of the aeronautical authorities of the Contracting Party whose airline or airlines is or are proposing such rate, that rate is unfair or uneconomic. If one of the Contracting Parties on receipt of the notification referred to in paragraph (c) above

is dissatisfied with the rate proposed by the airline or airlines of the other Contracting Party, it shall so notify the other Contracting Party prior to the expiry of the first fifteen days of the thirty day period referred to, and the Contracting Parties shall endeavor to reach agreement on the appropriate rate.

In the event that such agreement is reached, each Contracting Party will use its best efforts to cause such agreed rate to be put into effect by its airline or airlines.

If agreement has not been reached by the end of the thirty day period referred to in paragraph (c) above, the proposed rate may, unless the aeronautical authorities of the country of the airline concerned see fit to suspend its application, go into effect or remain in effect provisionally pending the settlement of any dispute in accordance with the procedure outlined in paragraph (f) below.

(e) Prior to the time when such power may be conferred upon the aeronautical authorities of the United States, if one of the Contracting Parties is dissatisfied with any rate proposed by the airline or airlines of either Contracting Party for services from the territory of one Contracting Party to a point or points in the territory of the other Contracting Party, it shall so notify the other Contracting Party prior to the expiry of the first fifteen days of the thirty day period referred to in paragraph (c) above, and the Contracting Parties shall endeavor to reach agreement on the appropriate rate.

In the event that such agreement is reached, each Contracting Party will use its best efforts to cause such agreed rate to be put into effect by its airline or airlines.

If agreement has not been reached by the end of the thirty day period referred to in paragraph (c) above, the Contracting Party raising the objection to the rate may, in the case of a rate different from that then in effect, take such steps as it considers necessary to prevent the inauguration of the service in question at the proposed new rate, provided however, that the Contracting Party raising the objection shall not require the charging of a rate higher than the lowest rate charged by its own airline or airlines for comparable services between the same points. Until such time as a new rate has been established by agreement of the Contracting Parties, the rate previously approved shall remain in effect.

(f) When in any case under paragraphs (d) or (e) of this Article the aeronautical authorities of the two Contracting Parties cannot agree within a reasonable time upon the appropriate rate after consultation initiated by the complaint of one Contracting Party concerning the proposed rate or an existing rate of the airline or airlines of the other Contracting Party, upon the request of either, the terms of Article XV of this Agreement shall apply.

(g) The aeronautical authorities of each Contracting Party shall use their best efforts to insure that the rates charged and collected conform to the rates filed with either Contracting Party, and that

no airline rebates any portion of such rates by any means, directly or indirectly, including the payment of excessive sales commissions to agents or the use of unrealistic currency conversion rates.

(h) Unless otherwise agreed between the Contracting Parties, each Contracting Party shall use its best efforts to insure that any rate specified in terms of the national currency of one of the Contracting Parties will be established in an amount which reflects the official exchange rate (including all exchange fees or other charges) at which the airlines of both Contracting Parties can convert and remit the revenues from their transport operations into the national currency of the other Contracting Party.

(i) It is recognized by both Contracting Parties that during any period for which either Contracting Party has approved the traffic conference procedures of the International Air Transport Association, or of any other association of airlines, any rate agreements concluded through these procedures and involving airlines of that Contracting Party will be subject to the approval of the aeronautical authorities of that Contracting Party.

ARTICLE XIV

(a) Either Contracting Party may at any time request consultation on questions concerning the interpretation, implementation, application, or amendment of this Agreement. Such consultation should commence as soon as practicable but in any event not later than sixty days from the date of receipt of the request for consultation, unless otherwise agreed by the Contracting Parties.

(b) The aeronautical authorities of both Contracting Parties shall continue the program which has been inaugurated of joint preparation of agreed true origin and destination statistics for air passenger traffic over the routes operated pursuant to this Agreement.

ARTICLE XV

(a) Any dispute with respect to matters covered by this Agreement or any amendment thereto not satisfactorily adjusted through consultation shall, upon request of either Contracting Party, be submitted to arbitration in accordance with the procedure set forth herein.

(b) Arbitration shall be by a tribunal of three arbitrators constituted as follows:

1. One arbitrator shall be named by each Contracting Party within two months of the date of delivery by either Contracting Party to the other of a request for arbitration. Within one month after such period of two months, the two arbitrators so designated shall by agreement designate a third arbitrator, provided that such third arbitrator shall not be a national of either Contracting Party.

2. If either Contracting Party fails to designate an arbitrator, or if the third arbitrator is not agreed upon in accordance with paragraph 1, either Contracting Party may request the President of the Council of the International Civil Aviation Organization to designate the necessary arbitrator or arbitrators.

(c) The Contracting Parties shall use their best efforts consistent with national law to put into effect any decision or award of the arbitral tribunal.

(d) The expenses of the arbitral tribunal, including the fees and expenses of the arbitrators, shall be shared equally by the Contracting Parties.

ARTICLE XVI

Either of the Contracting Parties may at any time notify the other by diplomatic note of its intention to terminate this Agreement. Such notice shall be sent simultaneously to the International Civil Aviation Organization. The Agreement shall terminate one year after the date of receipt of the notice of intention to terminate, unless by agreement between the Contracting Parties such notice is withdrawn before the expiration of that time.

ARTICLE XVII

This Agreement supersedes the Air Transport Agreement between the Government of the United States of America and the Government of Canada of June 4, 1949,[1] as amended by an Exchange of Notes of November 22 and December 20, 1955,[2] and as further amended by an Exchange of Notes of April 9, 1959.[3] In any case in which an air service authorized under the former Agreement or any amendment thereto is also provided for in this Agreement, an airline duly authorized by both parties to operate the said service shall be deemed to have been duly authorized to operate the said service under this Agreement and in accordance therewith.

ARTICLE XVIII

This Agreement and all amendments thereto shall be registered with the International Civil Aviation Organization.

[1] TIAS 1934; 63 Stat. (pt. 3) 2489.
[2] TIAS 3456; 6 UST 6065.
[3] TIAS 4213; 10 UST 773.

ARTICLE XIX

For purposes of this Agreement:

(a) "Agreement" shall mean this Agreement and the annexed Schedules, and any amendments thereto.

(b) "Aeronautical authorities" shall mean, in the case of the United States of America, the Civil Aeronautics Board or any person or agency that may be authorized to perform the functions exercised by the Civil Aeronautics Board at the time of signature of this Agreement, and, in the case of Canada, the Minister of Transport and the Air Transport Board or any person or agency that may be authorized to perform the functions exercised by the said Minister and the said Board at the time of signature of this Agreement.

(c) "Designated airline" shall mean an airline of a Contracting Party designated in accordance with Article V of this Agreement.

(d) "Territory", in relation to a Contracting Party, shall mean the land areas under the sovereignty, suzerainty, protection, jurisdiction or trusteeship of that Contracting Party, and the territorial waters adjacent thereto.

(e) "Air Service" shall mean any scheduled service performed by aircraft for the public transport of passengers, mail or cargo, separately or in combination.

(f) "International air service" shall mean an air service which passes through the air space over the territory of more than one State.

(g) "Stop for non-traffic purposes" shall mean a landing for any purpose other than taking on or discharging passengers, cargo or mail.

(h) "Rates" shall be deemed to include all tariffs, tolls, fares, and charges for transportation, and the conditions of carriage, classifications, rules, regulations, practices, and services related thereto.

ARTICLE XX

This Agreement shall come into force on the day it is signed, and shall remain in effect unless terminated in accordance with Article XVI.

ACCORD RELATIF AUX TRANSPORTS AERIENS ENTRE LE GOUVERNEMENT DES ETATS-UNIS D'AMERIQUE ET LE GOUVERNEMENT CANADIEN

Preambule

Le Gouvernement des Etats-Unis d'Amérique et le Gouvernement canadien (appelés ci-après les Parties contractantes):

Ayant ratifié la Convention relative à l'aviation civile internationale signée à Chicago le 7 décembre 1944;

Désirant conclure un accord afin d'encourager dans toute la mesure du possible les services aériens commerciaux;

Reconnaissant que la situation géographique des deux pays, la répartition de leurs principaux centres urbains et les relations étroites qui existent entre les deux peuples créent une situation unique dans le domaine de l'aviation civile internationale;

Estimant qu'un système de routes établi essentiellement d'après le trafic actuel et futur entre les deux pays répondra le mieux aux besoins du public, qu'il s'agisse de trafic-passagers ou de trafic-marchandises;

Désirant assurer le développement continu d'un système de services aériens exempt de toute pratique discriminatoire, fondé sur un échange équitable d'avantages économiques entre les deux pays, et capable de répondre aux besoins de la population des deux pays en ne comportant qu'un minimum d'entraves artificielles créées par l'existence de leur frontière commune;

Désirant permettre aux entreprises de transport aérien des deux pays de participer équitablement au développement de ce système et de faire un usage optimum du matériel moderne; et

Résolus à ce que le présent Accord reflète les relations spéciales qui existent entre les deux pays, en harmonie avec leurs obligations générales sur le plan international;

Sont convenus de ce qui suit:

Article Premier

a) Pour l'établissement des routes aux termes du présent Accord et conformément aux principes énoncés dans le Préambule, le principal objectif sera d'assurer un service direct entre les points des deux pays où le trafic existant ou éventuel démontre le besoin d'un tel service, en tenant compte essentiellement:

1. des points d'origine réelle du trafic sur le territoire d'une des Parties contractantes, et des points de destination réelle de ce trafic sur le territoire de l'autre Partie contractante; et
2. de l'intensité du trafic entre des points des deux pays.

b) La répartition des routes entre les deux Parties contractantes vise à créer un échange équitable des avantages économiques résultant de l'établissement de services aériens entre les deux pays de même qu'à accorder aux entreprises de transport aérien des deux pays des possibilités équitables de répondre aux besoins du public (trafic-passagers et trafic-marchandises).

c) L'une ou l'autre des Parties contractantes peut demander une révision du système de routes mentionné dans les Annexes au présent Accord, afin de déterminer si ce système répond aux besoins du public (trafic-passagers et trafic-marchandises). Toute modification apportée aux Annexes et résultant de cette révision devra respecter les principes énoncés au Préambule et les objectifs mentionnés aux alinéas a) et b) du présent Article.

Article II

Conformément aux objectifs énoncés à l'Article premier du présent Accord, chaque Partie contractante accorde à l'autre Partie contractante les droits nécessaires pour l'exploitation des services aériens par les entreprises désignées, à savoir: le droit de transit, le droit d'escale pour raisons non commerciales et le droit de débarquer et d'embarquer en trafic international des passagers, du courrier et des marchandises, séparément ou ensemble, aux points de son territoire qui sont désignés pour chacune des routes spécifiées dans les Annexes au présent Accord.

Article III

Sauf stipulation contraire dans les Annexes au présent Accord,

a) des escales supplémentaires sur toute route spécifiée dans les Annexes au présent Accord peuvent être effectuées dans le territoire d'une Partie contractante par l'entreprise (ou les entreprises) désignée(s) par cette Partie contractante, à condition que

1. ces escales soient situées entre les têtes de ligne désignées et à proximité raisonnable de la route directe qui les relie;
2. ces escales n'entraînent pas l'exploitation d'un service par cette entreprise (ou ces entreprises) sur une autre route spécifiée dans les Annexes au présent Accord pour laquelle l'entreprise (ou les entreprises) n'a (n'ont) pas été désignée(s) conformément à l'Article V; et que
3. les vols sur une route spécifiée n'aient pas ces escales supplémentaires comme point d'origine ou point de destination finale.

b) des points désignés, autres que des têtes de ligne, situés sur toute route spécifiée dans les Annexes au présent Accord peuvent être omis du parcours, au choix de l'entreprise désignée (ou des entreprises) pour l'un des vols ou pour tous les vols qu'elle assure.

c) toute route spécifiée dans les Annexes au présent Accord et qui comporte deux têtes de ligne ou davantage peut être exploitée jusqu'à

l'un de ces points ou à tous, pour l'un quelconque des vols ou pour tous les vols, au choix de l'entreprise désignée (ou des entreprises).

d) les routes spécifiées dans les Annexes au présent Accord seront exploitées et développées en tant que routes reliant les Etats-Unis et le Canada. Si une entreprise désignée de l'un ou l'autre des deux pays assure un service à destination de points situés au-delà de son pays à l'occasion de l'exploitation de ces routes, la publicité ou tout autre moyen de développement utilisé par cette entreprise sur le territoire de l'autre pays ou dans des pays tiers ne pourra employer les termes "transporteur unique", ni "service direct", ni d'autres termes ayant une signification semblable, et devra indiquer que ce service est assuré au moyen de correspondances, même si pour des raisons d'exploitation un seul aéronef est utilisé. Le numéro de vol attribué aux services entre les Etats-Unis et le Canada ne devra pas être le même que celui qui sera attribué aux vols à destination de points situés au-delà du pays d'origine de l'entreprise qui assure le service.

Article IV

Une entreprise désignée par l'une des Parties contractantes ne peut pas prendre à un point du territoire de l'autre Partie contractante du trafic à destination d'un autre point du territoire de cette autre Partie contractante. Toutefois, une entreprise qui a été désignée par une Partie contractante pour assurer un service sur une route comportant plus d'un point sur le territoire de l'autre Partie contractante peut permettre un arrêt en cours de route à l'un de ces points pour les passagers ou les marchandises dont le billet ou le bulletin de chargement prévoit le transport aux soins de la même entreprise pour un voyage direct à destination ou à partir d'un point situé en dehors du territoire de cette autre Partie contractante.

Article V

a) Chaque Partie contractante aura le droit de désigner, par une note diplomatique adressée à l'autre Partie contractante, une ou plusieurs entreprises pour l'exploitation sur toute route spécifiée dans les Annexes au présent Accord.

b) Chaque Partie contractante aura le droit d'annuler, par une note diplomatique adressée à l'autre Partie contractante, la désignation d'une entreprise chargée de l'exploitation sur toute route spécifiée dans les Annexes au présent Accord, et de désigner une autre entreprise à cette fin.

Article VI

a) Dès qu'elles auront reçu la désignation émanant de l'une des Parties contractantes, et une demande par l'entreprise désignée, formulée et présentée de la manière prescrite, les autorités aéronautiques de l'autre Partie contractante accorderont à cette entre-

prise, sous réserve des dispositions de l'Article VII et avec le moins de retard possible, l'autorisation d'exploiter les services pour lesquels elle a été désignée conformément au présent Accord.

b) Les autorités aéronautiques de l'une des Parties contractantes pourront demander à une entreprise désignée de l'autre Partie contractante de justifier qu'elle est en mesure de remplir les conditions prescrites par les lois et règlements appliqués normalement et raisonnablement par ces autorités à l'exploitation des services aériens commerciaux sur les routes internationales.

ARTICLE VII

a) Chaque Partie contractante se réserve le droit de refuser, d'annuler ou d'assortir de conditions l'autorisation accordée à une entreprise désignée par l'autre Partie contractante conformément à l'Article V:

1. si cette entreprise ne peut justifier devant les autorités aéronautiques de ladite Partie contractante qu'elle satisfait aux exigences des lois et règlements appliqués normalement par ces autorités;
2. si cette entreprise ne se conforme pas aux lois et règlements mentionnés à l'Article VIII; ou
3. dans les cas où elle n'a pas obtenu la preuve qu'une part importante de la propriété et le contrôle effectif de l'entreprise sont entre les mains de la Partie contractante désignant l'entreprise ou de nationaux de cette Partie contractante.

b) A moins qu'il ne soit nécessaire, pour empêcher de nouvelles infractions aux lois et règlements visés à l'Article VIII, d'intervenir immédiatement pour refuser ou annuler l'autorisation accordée à une entreprise désignée par l'autre Partie contractante, le droit de refuser ou d'annuler cette autorisation ne sera exercé qu'après consultation avec l'autre Partie contractante.

ARTICLE VIII

a) Les lois et règlements d'une Partie contractante relatifs à l'admission sur son territoire et au départ des aéronefs affectés à la navigation aérienne internationale, ou à l'exploitation et à la conduite de ces appareils à l'intérieur des frontières de ladite Partie contractante, s'appliquent aux aéronefs de l'entreprise ou des entreprises désignées de l'autre Partie contractante et doivent être observés par ces aéronefs lorsqu'ils entrent dans le territoire de la première Partie contractante, lorsqu'ils quittent ce territoire et pendant qu'ils se trouvent à l'intérieur de ses frontières.

b) Les lois et règlements d'une Partie contractante relatifs à l'admission sur son territoire et au départ des passagers, des équipages

et des cargaisons des aéronefs, y compris les règlements relatifs à l'admission, aux formalités de congé, à l'immigration, aux passeports, aux douanes et à la quarantaine devront être observés par les passagers, équipages et cargaisons de l'autre Partie contractante ou à leur égard, lors de l'entrée dans le territoire de la première Partie contractante, lors du départ et durant le séjour à l'intérieur des frontières de ce territoire.

ARTICLE IX

a) Les certificats de navigabilité, les brevets d'aptitude et les licences qui ont été délivrés ou validés par l'une des Parties contractantes et qui sont encore en vigueur seront reconnus comme valables par l'autre Partie contractante pour l'exploitation des routes et des services prévus dans le présent Accord, à condition que les exigences d'après lesquelles ces certificats ou licences ont été délivrés ou rendus valides soient égales ou supérieures aux normes minimum qui peuvent être fixées en vertu de la Convention sur l'Aviation civile internationale. Toutefois, chaque Partie contractante se réserve le droit de refuser de reconnaître les brevets d'aptitude ou les licences qui sont octroyés à ses propres nationaux par l'autre Partie contractante.

b) L'autorisation technique accordée par les autorités compétentes de l'une des Parties contractantes à une entreprise désignée pour l'exploitation de services aériens commerciaux réguliers prévus par le présent Accord sera acceptée par l'autre Partie contractante comme faisant foi de ce que ladite entreprise dispose de l'équipement voulu et peut assurer lesdits services dans des conditions de sécurité. Nonobstant ce qui précède, une entreprise désignée de l'une des Parties contractantes peut être soumise à l'obligation d'obtenir des autorités compétentes de l'autre Partie contractante, avant de commencer à assurer lesdits services, une autorisation technique appropriée pour les opérations qu'elle doit effectuer dans les limites du territoire de ladite autre Partie contractante.

ARTICLE X

a) Chaque Partie contractante peut imposer ou permettre que l'on impose des taxes justes et raisonnables pour l'utilisation des aéroports publics et autres facilités qui se trouvent sous son contrôle, à condition que ces droits ne soient pas supérieurs à celles que doivent acquitter ses aéronefs nationaux qui assurent des services aériens internationaux semblables.

b) Aucune des Parties contractantes n'accordera de préférence à ses entreprises sur celles de l'autre Partie contractante dans l'application de ses règlements de douane, d'immigration, de quarantaine ou autres règlements semblables ou dans l'utilisation des aéroports, voies aériennes et autres facilités qui se trouvent sous son contrôle.

ARTICLE XI

a) Chaque Partie contractante, dans toute la mesure où sa législation nationale le permet, exemptera les entreprises désignées de l'autre Partie contractante des restrictions à l'importation, des droits de douane, des droits d'accise, des frais de visite et des autres droits et taxes nationaux sur les carburants, les huiles lubrifiantes, les fournitures techniques consommables, les pièces de rechange y compris les moteurs, l'équipement normal, l'équipement terrestre, les provisions et autres articles qui doivent être utilisés uniquement pour l'exploitation, l'entretien ou la réparation des aéronefs des entreprises de l'autre Partie contractante qui sont affectés au service aérien international.

b) Les exemptions accordées en vertu du présent Article s'appliqueront aux objets visés à l'alinéa a) dudit Article, lorsqu'ils seront

1. introduits dans le territoire d'une Partie contractante par l'autre Partie contractante ou par ses nationaux;
2. conservés à bord des aéronefs des entreprises d'une Partie contractante au moment de l'arrivée dans le territoire de l'autre Partie contractante ou au départ dudit territoire;
3. pris à bord d'aéronefs des entreprises d'une Partie contractante dans le territoire de l'autre Partie contractante, et destinés à être utilisés en service aérien international;

que ces articles soient ou non utilisés ou consommés entièrement à l'intérieur du territoire de la Partie contractante qui accorde l'exemption.

ARTICLE XII

a) Les entreprises des deux Parties contractantes jouiront du même traitement équitable quant à l'exploitation des services aériens sur toute route visée par le présent Accord.

b) Les services aériens assurés aux termes du présent Accord par les entreprises de chaque Partie contractante seront exploités de manière à ne pas affecter indûment les services qu'assurent l'entreprise ou les entreprises de l'autre Partie contractante sur une partie ou sur l'ensemble des mêmes routes.

c) Les services aériens offerts au public par des entreprises exploitant une route visée par le présent Accord seront fidèlement adaptés aux besoins du public sur cette route.

d) Les deux Parties contractantes conviennent que les services aériens assurés par une entreprise désignée en vertu du présent Accord garderont comme objectif primordial la mise en oeuvre d'une capacité adaptée aux exigences du trafic entre le pays dont cette entreprise a la nationalité et les pays de destination finale du trafic. Le droit d'embarquer ou de débarquer sur ces routes du trafic international à destination ou en provenance de pays tiers à un point ou à des points situés sur les routes spécifiées dans le présent Accord sera exercé con-

formément aux principes généraux de développement ordonné auxquels souscrivent les deux Parties contractantes, et en harmonie avec le principe général selon lequel la capacité de transport doit être adaptée:

1. aux exigences du trafic entre le pays d'origine et les pays de destination finale du trafic;
2. aux exigences de l'exploitation de services aériens directs; et
3. aux exigences du trafic dans la région desservie par l'entreprise, compte tenu des services locaux et régionaux.

e) Aucune des deux Parties contractantes ne peut imposer unilatéralement, à une ou plusieurs entreprises de l'autre Partie contractante, des limitations concernant la capacité, la fréquence ou le type des aéronefs qui sont utilisés sur toute route spécifiée dans les Annexes au présent Accord. Si l'une des Parties contractantes estime que l'exploitation effectuée par une entreprise de l'autre Partie contractante n'a pas été compatible avec les normes et principes énoncés aux alinéas a), b), c) ou d) du présent Article, elle peut demander, en vertu de l'Article XIV de l'Accord, des consultations qui permettront de déterminer si l'exploitation en question s'est faite en harmonie avec ces normes et principes.

Article XIII

a) Les tarifs qu'appliqueront les entreprises désignées de chaque Partie contractante pour le service à destination ou en provenance du territoire de l'autre Partie contractante seront fixés à des taux raisonnables, compte tenu de tous les éléments d'appréciation, notamment du coût de l'exploitation, d'un bénéfice normal, des tarifs appliqués par les autres entreprises, ainsi que des caractéristiques de chaque service.

b) Les tarifs visés par le présent Article seront soumis à l'approbation des autorités aéronautiques des Parties contractantes, qui agiront conformément aux obligations imposées par le présent Accord, dans les limites de leurs pouvoirs juridiques.

c) Les tarifs proposés par une entreprise de l'une des Parties contractantes seront soumis aux autorités aéronautiques des deux Parties contractantes au moins trente jours avant la date où ils devront entrer en vigueur. Ce délai pourra être réduit dans certains cas particuliers, si les autorités aéronautiques y consentent.

d) Si les autorités aéronautiques des Etats-Unis reçoivent le pouvoir légal de fixer des tarifs justes et économiques pour le transport aérien international des personnes et des biens et de suspendre des tarifs proposés, comme le Civil Aeronautics Board est actuellement habilité à le faire en ce qui concerne de tels tarifs à l'intérieur des Etats-Unis, chacune des deux Parties contractantes exercera ultérieurement son autorité de manière à empêcher d'entrer en application ou de rester en vigueur tout tarif proposé par l'une de ses entreprises pour les services

reliant le territoire de l'une des Parties contractantes à celui de l'autre, si, de l'avis des autorités aéronautiques de la Partie contractante dont l'entreprise propose un tel tarif, ledit tarif n'est pas juste ou économique. La Partie contractante qui, sur réception de l'avis mentionné à l'alinéa c) ci-dessus, ne sera pas satisfaite du tarif proposé par l'entreprise ou les entreprises de l'autre Partie contractante, le signifiera à cette dernière avant l'expiration des premiers quinze jours des trente jours mentionnés, et les Parties contractantes s'efforceront de se mettre d'accord sur le tarif qui conviendra.

En cas d'accord, chaque Partie contractante s'efforcera de faire mettre en vigueur ce tarif convenu par son entreprise ou ses entreprises.

Faute d'accord au bout de la période de trente jours mentionnée à l'alinéa c) ci-dessus, le tarif proposé, à moins que les autorités aéronautiques du pays de l'entreprise intéressée ne jugent à propos d'en suspendre l'application, pourra entrer provisoirement en vigueur, en attendant le règlement du différend conformément à la procédure exposée à l'alinéa f) ci-dessous.

e) Jusqu'à ce que les autorités aéronautiques des Etats-Unis aient ce pouvoir, la Partie contractante qui ne sera pas satisfaite d'un tarif proposé par l'entreprise ou les entreprises de l'une ou l'autre Partie contractante pour des services entre le territoire d'une des Parties contractantes et un ou plusieurs points du territoire de l'autre Partie contractante en avisera l'autre avant l'expiration des premiers quinze jours de la période de trente jours mentionnée à l'alinéa c) ci-dessus, et les Parties contractantes s'efforceront de se mettre d'accord sur le tarif qui convient.

En cas d'accord, chaque Partie contractante s'efforcera de faire appliquer le tarif convenu par son entreprise ou ses entreprises.

Faute d'accord au bout de la période de trente jours prévue à l'alinéa c) ci-dessus, la Partie contractante qui se sera opposée au tarif pourra, dans le cas d'un tarif différent de celui qui sera alors en vigueur, prendre les dispositions qu'elle jugera nécessaires pour empêcher l'inauguration du service en question au nouveau tarif proposé, à condition toutefois qu'elle n'exige pas l'imposition d'un tarif supérieur au tarif le plus bas imposé par son entreprise ou ses entreprises pour des services comparables entre les mêmes points. Les tarifs approuvés antérieurement resteront en vigueur jusqu'à ce qu'un nouveau tarif soit établi d'un commun accord entre les Parties contractantes.

f) Si, dans les cas visés par les alinéas d) ou e) du présent Article, les autorités aéronautiques des deux Parties contractantes ne peuvent se mettre d'accord dans un délai raisonnable sur le tarif qui convient, après s'être consultées à la plainte de l'une des Parties contractantes relativement au tarif proposé ou au tarif actuel de l'entreprise ou des entreprises de l'autre Partie contractante, les dispositions de l'Article XV du présent Accord s'appliqueront, à la demande de l'une ou l'autre des Parties.

g) Les autorités aéronautiques de chaque Partie contractante veilleront à ce que les tarifs imposés et perçus soient conformes aux tarifs soumis à l'approbation de l'une ou de l'autre des Parties contractantes, et à ce qu'aucune entreprise de transport aérien n'effectue une réduction de ces tarifs d'une manière quelconque, directement ou indirectement, notamment en versant une commission de vente excessive à ses agents ou en employant des taux de change qui ne correspondent pas à la réalité.

h) Sauf entente contraire entre les Parties contractantes, chaque Partie contractante veillera de son mieux à ce que tout tarif spécifié en fonction de la monnaie nationale de l'une des Parties contractantes soit établi d'une manière qui reflète le cours officiel du change (y compris tous les droits de change ou autres frais) auquel les entreprises des deux Parties contractantes peuvent convertir et remettre les recettes de leur exploitation dans la monnaie nationale de l'autre Partie contractante.

i) Les deux Parties contractantes conviennent qu'au cours de toute période pour laquelle l'une ou l'autre des Parties contractantes aura approuvé les procédures de la conférence du trafic de l'Association du transport aérien international, ou de toute autre association d'entreprises de transport aérien, les accords de tarifs conclus suivant ces procédures et visant les entreprises de cette Partie contractante ne le seront que sous réserve de l'approbation des autorités aéronautiques de celle-ci.

Article XIV

a) L'une ou l'autre des Parties contractantes peut réclamer n'importe quand des consultations sur des questions qui se rattachent à l'interprétation, à la mise en oeuvre, à l'application ou à la modification du présent Accord. Ces consultations doivent commencer dès que possible, et au plus tard dans les soixante jours de la date de réception de la demande de consultation, sauf entente contraire entre les Parties contractantes.

b) Les autorités aéronautiques des deux Parties contractantes poursuivront le programme de préparation conjointe de statistiques concernant l'origine et la destination réelles convenues du trafic-passagers sur les routes exploitées conformément au présent Accord.

Article XV

a) Tout différend, relatif à des questions visées par le présent Accord ou ses modifications, qui n'aura pas été réglé de manière satisfaisante par voie de consultations sera, à la demande d'une des Parties contractantes, soumis à un arbitrage conformément à la procédure exposée dans le présent Article.

b) L'arbitrage sera confié à un tribunal de trois arbitres, constitué comme il suit:

1. Chaque Partie contractante désignera un arbitre dans les deux mois de la date à laquelle une des Parties contractantes aura présenté à l'autre une demande d'arbitrage. Dans un délai d'un mois après cette période de deux mois, les deux arbitres choisis désigneront d'un commun accord un troisième arbitre, qui ne devra être ressortissant ni de l'un ni de l'autre Etat contractant.

2. Si l'une ou l'autre des Parties contractantes ne désigne pas d'arbitre, ou faute d'entente sur le choix du troisième arbitre en conformité du paragraphe 1, l'une ou l'autre des Parties contractantes pourra demander au président du Conseil de l'Organisation de l'aviation civile internationale de désigner un ou des arbitres, selon le cas.

c) Les Parties contractantes s'efforceront, dans toute la mesure où le permettra leur législation nationale, de mettre à exécution les décisions du tribunal d'arbitrage.

d) Les frais du tribunal d'arbitrage, y compris la rémunération et les frais des arbitres, seront partagés également entre les Parties contractantes.

Article XVI

L'une ou l'autre des Parties contractantes pourra à tout moment notifier à l'autre, par note diplomatique son intention de mettre fin à l'Accord. Cette notification sera communiquée simultanément à l'Organisation de l'aviation civile internationale. L'Accord prendra fin un an après la date de réception de la notification par l'autre Partie contractante, sauf si la notification est annulée d'un commun accord avant l'expiration de ce délai.

Article XVII

Le présent Accord remplace l'Accord relatif au transport aérien du 4 juin 1949 entre le Gouvernement des Etats-Unis d'Amérique et le Gouvernement canadien, modifié par un Echange de notes en date des 22 novembre et 20 décembre 1955 et modifié de nouveau par un Echange de notes en date du 9 avril 1959. Dans tous les cas où un service aérien autorisé par l'ancien accord ou par une modification dudit accord est aussi prévu dans le présent Accord, l'entreprise dûment autorisée par les deux Parties à l'exploiter est censée avoir été dûment autorisée à exploiter ledit service en vertu et conformité du présent Accord.

Article XVIII

Le présent Accord et toutes ses modifications seront enregistrés auprès de l'Organisation de l'aviation civile internationale.

Article XIX

Aux fins du présent Accord:

a) Le terme "Accord" signifie le présent Accord ainsi que les itinéraires annexés et toutes les modifications qui y seront apportées.

b) L'expression "autorités aéronautiques" signifie, dans le cas des Etats-Unis d'Amérique, le Civil Aeronautics Board ou toute personne ou tout organisme autorisé à remplir les fonctions exercées par le Civil Aeronautics Board au moment de la signature du présent Accord et, dans le cas du Canada, le Ministre des Transports et la Commission des transports aériens ou toute personne ou tout organisme autorisé à remplir les fonctions exercées par ledit Ministre et ladite Commission au moment de la signature du présent Accord.

c) L'expression "entreprise désignée" s'applique à l'entreprise de transport aérien d'une Partie contractante qui a été désignée conformément à l'Article V du présent Accord.

d) Le terme "territoire", en ce qui concerne une Partie contractante, désigne les étendues terrestres placées sous la souveraineté, la suzeraineté, la protection, la juridiction ou la tutelle de cette Partie contractante, ainsi que les eaux territoriales y adjacentes.

e) L'expression "service aérien" désigne tout service assuré régulièrement par des aéronefs affectés au transport public de voyageurs, de courrier ou de marchandises, séparément ou ensemble.

f) L'expression "service aérien international" désigne un service aérien qui survole le territoire de plus d'un Etat.

g) "Escale non commerciale" signifie une escale n'ayant pour objet ni l'embarquement ni le débarquement de passagers, de marchandises ou de courrier.

h) Le terme "tarifs" sera censé comprendre tous les droits, taxes, et frais de transport, ainsi que les conditions de transport, les classifications, les règles, les règlements, les pratiques, et les services qui s'y rattachent.

Article XX

Le présent Accord entrera en vigueur à la date de sa signature, et il restera en vigueur jusqu'à ce qu'il soit dénoncé conformément à l'Article XVI.

IN WITNESS WHEREOF the undersigned, being duly authorized by their respective Governments, have signed this Agreement.

DONE in duplicate at Ottawa this seventeenth day of January, 1966, in the English and French languages, each of which shall be of equal authenticity.

EN FOI DE QUOI, les soussignés, dûment autorisés à cet effet par leurs Gouvernements respectifs, ont signé le présent Accord.

FAIT en double exemplaire à Ottawa le dix-sept janvier 1966, en langues anglaise et française, l'un et l'autre texte faisant également foi.

W. WALTON BUTTERWORTH

For the Government of the United States of America
Pour le Gouvernement des Etats-Unis d'Amérique

PAUL MARTIN

J. W. PICKERSGILL

For the Government of Canada
Pour le Gouvernement du Canada

SCHEDULE I

An airline or airlines designated by the Government of the United States of America shall have the right to operate air services on each of the air routes specified in this paragraph, in both directions, and to make scheduled landings in Canada at the points specified.

1. Seattle–Vancouver
2. Los Angeles/San Francisco–Vancouver
3. Denver/Great Falls–Calgary
4. Chicago–Toronto
5. Detroit–Toronto (local service airline only)
6. Tampa/Miami–Toronto
7. Tampa/Miami–Montreal
8. Los Angeles–Toronto
9. New York–Montreal/Ottawa
10. New York–Toronto
11. Boston–Montreal
12. Washington–Ottawa/Montreal
13. Buffalo–Toronto
14. Minneapolis–Winnipeg
15. United States–Gander–Europe and beyond
16. a. Spokane–Calgary
    b. Duluth/Superior–Ft. William/Port Arthur
    c. Ketchikan–Prince Rupert
    d. Fairbanks–Whitehorse
    e. Juneau–Whitehorse
    f. Erie–Toronto

Notwithstanding the provisions of Article III, no intermediate points between the named terminals may be served on routes numbered 6, 7, and 8. All flights to and from Miami over Routes 6 and 7 shall be via Tampa until November 1, 1967 or such earlier date as may be agreed by the Contracting Parties. If the same United States airline is designated to operate both Route 6 and Route 7, such airline may serve Toronto and Montreal on the same flights, and shall be entitled to stopover privileges in accordance with Article IV of this Agreement, as though Toronto and Montreal were named as co-terminals on each route. Washington may be served on any flight through any one of the following airports at the option of the airline: National, Friendship, Dulles. The Government of the United States may designate two airlines to serve Route 4 (Chicago–Toronto) and two airlines to serve Route 13 (Buffalo–Toronto). For three years from the time of signature of this Agreement the

Government of the United States shall not designate more than one airline for any other route specified in this Schedule. Thereafter the Government of the United States may designate additional airlines for any route specified in this Schedule, subject to the prior agreement of the Government of Canada.

SCHEDULE II

An airline or airlines designated by the Government of Canada shall have the right to operate air services on each of the air routes specified in this paragraph, in both directions, and to make scheduled landings in the United States of America at the points specified.

1. Victoria–Seattle
2. Vancouver–San Francisco
3. Halifax–Boston/New York
4. Montreal/Toronto–Chicago
5. Toronto–Cleveland
6. Toronto–Los Angeles
7. Toronto–Tampa/Miami
8. Montreal–Tampa/Miami
9. Montreal–New York
10. Toronto–New York
11. Canada–Honolulu–Australasia and beyond
12. a. Prince Rupert–Ketchikan
    b. Whitehorse–Fairbanks
    c. Whitehorse–Juneau

Notwithstanding the provisions of Article III, no intermediate points between the named terminals may be served on routes numbered 6, 7 and 8. All flights to and from Miami over Route 7 and Route 8 shall be operated via Tampa until November 1, 1967 or such earlier date as may be agreed by the Contracting Parties. The Government of Canada may designate two airlines to serve the Toronto–Chicago segment of Route 4. For three years from the time of signature of this Agreement the Government of Canada shall not designate more than one airline for any other route specified in this Schedule. Thereafter, the Government of Canada may designate additional airlines for any route specified in this Schedule, subject to the prior approval of the Government of the United States.

LISTE I

L'entreprise ou les entreprises désignées par le Gouvernement des Etats-Unis d'Amérique auront le droit d'exploiter des services aériens dans les deux sens sur chacune des routes mentionnées dans le présent paragraphe et d'effectuer des escales régulières au Canada aux points spécifiés.

1. Seattle–Vancouver
2. Los Angeles/San Francisco–Vancouver
3. Denver/Great Falls–Calgary
4. Chicago–Toronto
5. Détroit–Toronto (entreprise assurant seulement un service local)
6. Tampa/Miami–Toronto
7. Tampa/Miami–Montréal
8. Los Angeles–Toronto
9. New York–Montréal/Ottawa
10. New York–Toronto
11. Boston–Montréal
12. Washington–Ottawa/Montréal
13. Buffalo–Toronto
14. Minneapolis–Winnipeg
15. Etats-Unis–Gander–Europe et au-delà
16. a. Spokane–Calgary
    b. Duluth/Superior–Fort William/Port Arthur
    c. Ketchikan–Prince Rupert
    d. Fairbanks–Whitehorse
    e. Juneau–Whitehorse
    f. Erié–Toronto

Nonobstant les dispositions de l'Article III, aucun point intermédiaire ne sera desservi, entre les têtes de ligne désignées, sur les routes 6, 7 et 8. Tous les vols à destination ou en provenance de Miami sur les routes 6 et 7 seront effectués via Tampa jusqu'au 1er novembre 1967 ou jusqu'à une date antérieure dont conviendraient les Parties contractantes. Si une entreprise des Etats-Unis est désignée pour assurer des services à la fois sur la route 6 et sur la route 7, cette entreprise pourra desservir Toronto et Montréal par le même vol, et aura le droit d'instituer des arrêts en cours de route conformément à l'Article IV du présent Accord comme si Toronto et Montréal avaient été désignés comme têtes de ligne sur chaque route. La ville de Washington pourra à l'occasion de tout vol, au choix de l'entreprise, être desservie par l'un des aéroports suivants: National, Friendship, Dulles. Le Gouvernement des Etats-Unis pourra désigner deux entreprises pour desservir la route 4 (Chicago–Toronto), et

deux entreprises pour desservir la route 13 (Buffalo–Toronto). Le Gouvernement des Etats-Unis ne désignera pas plus d'une entreprise pour toute autre route mentionnée sur la présente Liste, pendant une période de trois ans à compter de la date de la signature du présent Accord. Après cette période, il pourra désigner des entreprises supplémentaires pour toute route mentionnée sur la présente liste, avec le consentement préalable du Gouvernement Canadien.

LISTE II

L'entreprise ou les entreprises désignées par le Gouvernement canadien auront le droit d'exploiter des services aériens dans les deux sens sur chacune des routes mentionnées dans le présent paragraphe et d'effectuer des escales régulières aux Etats-Unis d'Amérique aux points spécifiés.

1. Victoria–Seattle
2. Vancouver–San Francisco
3. Halifax–Boston/New York
4. Montréal/Toronto–Chicago
5. Toronto–Cleveland
6. Toronto–Los Angeles
7. Toronto–Tampa/Miami
8. Montréal–Tampa/Miami
9. Montréal–New York
10. Toronto–New York
11. Canada–Honolulu–Australasie et au-delà
12. a. Prince Rupert–Ketchikan
    b. Whitehorse–Fairbanks
    c. Whitehorse–Juneau

Nonobstant les dispositions de l'Article III, aucun point intermédiaire ne sera desservi, entre les têtes de ligne désignées, sur les routes 6, 7 et 8. Tous les vols à destination ou en provenance de Miami sur la route 7 et la route 8 seront effectués via Tampa jusqu'au 1er novembre 1967 ou jusqu'à une date antérieure dont conviendraient les Parties contractantes. Le Gouvernement canadien pourra désigner deux entreprises pour desservir la partie Toronto – Chicago de la route 4. Il ne désignera pas plus d'une entreprise pour toute autre route mentionnée sur la présente Liste, pendant une période de trois ans à compter de la date de la signature du présent Accord. Aprés cette période, le Gouvernement canadien pourra désigner des entreprises supplémentaires pour toute route mentionnée dans la présente Liste, avec le consentement préalable du Gouvernement des Etats-Unis.

Exchanges of Notes

EMBASSY OF THE
UNITED STATES OF AMERICA
Ottawa, January 17, 1966.

No. 272

SIR:

I have the honor to refer to the Air Transport Agreement concluded today between our two Governments.

With reference to Route 5 in Schedule I, which provides for service by a local service airline between Detroit and Toronto, it was understood that, in keeping with the principles established in Article III(a) of the Agreement, no United States airline designated for the Chicago–Toronto route would be permitted to serve Detroit as an intermediate point. However, it was also understood that, notwithstanding the provisions of Article III(a) of the Agreement, if a United States airline designated for the Detroit–Toronto route should temporarily suspend or should discontinue operations over that route, Detroit could be served as an intermediate point on the Chicago–Toronto route during the interim period pending resumption of service by a local service airline on Route 5. The use of Detroit as an intermediate point on the Chicago–Toronto route would not begin until the Canadian Government had been officially informed by diplomatic note, and until there had been compliance with the provisions of Article VI.

I should be grateful if you would confirm that your Government concurs in the foregoing.

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

W. WALTON BUTTERWORTH

The Honorable
PAUL MARTIN, P.C., Q.C.,
Secretary of State
for External Affairs,
Ottawa.

DEPARTMENT OF EXTERNAL AFFAIRS MINISTÈRE DES AFFAIRES EXTÉRIEURES
CANADA

No. L-11

OTTAWA, *January 17, 1966*

EXCELLENCY:

I have the honour to reply to your Note No. 272 of January 17, 1966 referring to Route 5 in Schedule I of the Air Transport Agreement concluded today between our two Governments.

In your Note you stated the following:

"With reference to Route 5 in Schedule I, which provides for service by a local service airline between Detroit and Toronto, it

was understood that, in keeping with the principles established in Article III(a) of the Agreement, no United States airline designated for the Chicago–Toronto route would be permitted to serve Detroit as an intermediate point. However, it was also understood that, notwithstanding the provisions of Article III(a) of the Agreement, if a United States airline designated for the Detroit–Toronto route should temporarily suspend or should discontinue operations over that route, Detroit could be served as an intermediate point on the Chicago–Toronto route during the interim period pending resumption of service by a local service airline on Route 5. The use of Detroit as an intermediate point on the Chicago–Toronto route would not begin until the Canadian Government had been officially informed by diplomatic note, and until there had been compliance with the provisions of Article VI."

I have the honour to confirm by this Note, the English and French versions of which are of equal authenticity, that the Government of Canada concurs in the foregoing understandings.

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

PAUL MARTIN

His Excellency W. WALTON BUTTERWORTH
Ambassador of the United States of America
Ottawa

DEPARTMENT OF EXTERNAL AFFAIRS MINISTÈRE DES AFFAIRES EXTÉRIEURES
CANADA

No. L-11

OTTAWA, *le 17 janvier 1966*

MONSIEUR L'AMBASSADEUR,

J'ai l'honneur de répondre à votre Note No 272 du 17 janvier 1966, concernant la Route 5 de la Liste I de l'Accord relatif aux services aériens qui a été conclu aujourd'hui entre nos deux Gouvernements.

Dans votre Note, vous dites ce qui suit:

"En ce qui concerne la route 5 de la Liste I (Detroit–Toronto), qui est attribuée à une entreprise assurant des services locaux, il a été convenu que conformément aux principes énoncés dans l'Article III(a) de l'Accord, aucune entreprise des Etats-Unis désignée pour la route Chicago–Toronto ne serait autorisée à desservir Détroit en tant que point intermédiaire. Toutefois, il a également été convenu que, nonobstant les dispositions de l'Article III(a) de l'Accord, si une entreprise des Etats-Unis désignée pour la route Détroit–Toronto suspendait temporairement ou discontinuait ses services sur cette route, Détroit pourrait être desservi comme point intermédiaire sur la route Chicago–Toronto pendant une certaine période, en attendant la reprise des services sur la route 5 par une entreprise

de service local. L'utilisation de Détroit comme point intermédiaire sur la route Chicago–Toronto ne commencerait pas avant que le Gouvernement canadien ait reçu un avis officiel à cet effet sous la forme d'une note diplomatique, ni avant que les dispositions de l'Article VI n'aient été observées."

J'ai l'honneur de vous confirmer que le Gouvernement canadien par cette Note, dont les versions anglaise et française font également foi, est d'accord avec ce qui précède.

Veuillez agréer, Monsieur l'Ambassadeur, les assurances de ma très haute considération.

PAUL MARTIN

Son Excellence Monsieur W. WALTON BUTTERWORTH
Ambassadeur des Etats-Unis d'Amérique
Ottawa

EMBASSY OF THE
UNITED STATES OF AMERICA
Ottawa, January 17, 1966.

No. 273

SIR:

I have the honor to refer to the Air Transport Agreement concluded today between our two Governments.

I wish to inform you that it is the understanding of the Government of the United States of America that, during the discussions leading to the Agreement, both Contracting Parties recognized that, in addition to the services provided for in the Agreement, the establishment of services for the purpose of carrying cargo only (or cargo and mail only) between points in the two countries may be desirable. Accordingly, I have the honor to propose that the Contracting Parties be guided by the following:

In the event that the aeronautical authorities of one of the Contracting Parties authorize an airline or airlines to operate all-cargo services between points in the United States and points in Canada, whether or not the points so authorized comprise a route granted to either country in the Schedules annexed to the Agreement, such airline or airlines may apply to the aeronautical authorities of the other Contracting Party for authority to operate such services. Those authorities shall act expeditiously upon any application and, as appropriate, give favorable consideration thereto. Upon approval by the aeronautical authorities of both countries, such services may be put into operation.

It is understood that in the event of inauguration of operations under the foregoing paragraphs the operating airline or airlines will be subject to the obligations and entitled to the privileges of Article VIII, IX, X and XI of the Agreement.

I should be grateful to receive confirmation from you that the Government of Canada agrees that the foregoing should guide the aeronautical authorities of our countries when considering the matter of all-cargo operations.

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

W. WALTON BUTTERWORTH

The Honorable
PAUL MARTIN, P.C., Q.C.,
Secretary of State
for External Affairs,
Ottawa.

DEPARTMENT OF EXTERNAL AFFAIRS MINISTÈRE DES AFFAIRES EXTÉRIEURES
CANADA

No. L-12

OTTAWA, *January 17, 1966*

EXCELLENCY:

I have the honour to refer to your Note No. 273 of January 17, 1966 concerning certain proposals regarding all-cargo services.

I wish to confirm by this Note, the English and French versions of which are of equal authenticity, that the Government of Canada accepts these proposals and agrees that they should guide the aeronautical authorities of our two countries when considering the matter of all-cargo operations.

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

PAUL MARTIN

His Excellency W. WALTON BUTTERWORTH
Ambassador of the United States of America
Ottawa

DEPARTMENT OF EXTERNAL AFFAIRS MINISTÈRE DES AFFAIRES EXTÉRIEURES
CANADA

No. L-12

OTTAWA, *le 17 janvier 1966*

MONSIEUR L'AMBASSADEUR,

J'ai l'honneur de me référer à votre Note No. 273 du 17 janvier 1966, concernant certaines propositions relatives aux services aériens ne transportant que des marchandises.

Je vous confirme par cette Note, dont les versions anglaise et française font également foi, que le Gouvernement canadien accepte ces propositions, qui guideront les autorités aéronautiques de nos deux pays lorsqu'il sera question de transport aérien de marchandises seulement.

Veuillez agréer, Monsieur l'Ambassadeur, les assurances de ma très haute considération.

PAUL MARTIN

Son Excellence Monsieur W. WALTON BUTTERWORTH
Ambassadeur des Etats-Unis d'Amérique
Ottawa

DEPARTMENT OF EXTERNAL AFFAIRS MINISTÈRE DES AFFAIRES EXTÉRIEURES
CANADA

No. L-9

OTTAWA, *January 17, 1966*

EXCELLENCY:

I have the honour to refer to the Air Transport Agreement concluded today between our two Governments.

I wish to inform you that it is the understanding of the Government of Canada that, during discussions leading to the Agreement, both Contracting Parties recognized the need to introduce greater flexibility in the handling of regional and local service routes. For this purpose I have the honour to propose that the Contracting Parties be guided by the following:

In addition to the services provided for in the Agreement, the needs of commerce may require other air services of a regional and local nature between the territories of the two countries for the carriage of passengers, cargo and mail, separately or in combination. Accordingly, when the aeronautical authorities of either Contracting Party authorize an airline or airlines to operate such additional services, such airline or airlines may apply to the aeronautical authorities of the other Contracting Party for authority to operate such services. Those authorities shall act expeditiously upon any application and, as appropriate, give favourable consideration thereto. Upon approval by the aeronautical authorities of both countries, such services may be put into operation.

It is understood that in the event of inauguration of operations under the foregoing paragraphs the operating airline or airlines will be subject to the obligations and entitled to the privileges of Articles VIII, IX, X and XI of the Agreement.

I should be grateful to receive confirmation from you that the Government of the United States of America agrees that this Note, the English and French versions of which are of equal authenticity, should guide the aeronautical authorities of our countries when considering the establishment of regional and local service routes other than those specified in the Schedules annexed to the Agreement.

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

PAUL MARTIN

His Excellency W. WALTON BUTTERWORTH,
Ambassador of the United States of America,
Ottawa.

DEPARTMENT OF EXTERNAL AFFAIRS MINISTÈRE DES AFFAIRES EXTÉRIEURES
CANADA

No. L-9

OTTAWA, *le 17 janvier 1966*

MONSIEUR L'AMBASSADEUR,

J'ai l'honneur de me référer à l'Accord relatif aux transports aériens qui a été conclu aujourd'hui entre nos deux Gouvernements.

J'ai l'honneur de vous faire connaître que le Gouvernement canadien estime qu'au cours des discussions ayant précédé la conclusion du présent Accord les deux Parties contractantes ont reconnu la nécessité d'introduire une plus grande flexibilité dans l'exploitation des routes régionales et locales. Je propose à cette fin que les Parties contractantes soient guidées par les dispositions suivantes.

En plus des services prévus aux termes du présent Accord, les besoins du commerce pourront nécessiter l'établissement d'autres services aériens de nature régionale et locale entre les territoires des deux pays pour le transport des passagers, des marchandises et du courrier, séparément ou ensemble. Par conséquent, lorsque les autorités aéronautiques de l'une ou l'autre des Parties contractantes autoriseront une entreprise ou des entreprises à exploiter de tels services supplémentaires, lesdites entreprises pourront adresser aux autorités aéronautiques de l'autre Partie contractante une demande d'autorisation en vue d'exploiter ces services. Les autorités en question examineront ces demandes avec diligence et accorderont s'il convient le permis d'exploitation. Les services supplémentaires pourront être inaugurés dès que les autorités aéronautiques des deux pays auront donné leur consentement à cet égard.

Il est convenu que, si des services sont inaugurés aux termes des paragraphes qui précèdent, l'entreprise ou les entreprises qui les assureront seront assujetties aux obligations prévues aux Articles VIII, IX, X et XI de l'Accord et auront droit aux privilèges octroyés en vertu de ces articles.

Je vous saurais gré de bien vouloir me faire savoir si le Gouvernement des Etats-Unis d'Amérique accepte que cette Note, dont les versions anglaise et française font également foi, guident les autorités aéronautiques de nos deux pays lorsqu'elles considéreront l'établissement de routes régionales et locales autres que celles qui sont mentionnées dans les Annexes à l'Accord.

Veuillez agréer, Monsieur l'Ambassadeur, les assurances de ma très haute considération.

PAUL MARTIN

Son Excellence Monsieur W. WALTON BUTTERWORTH
Ambassadeur des Etats-Unis d'Amérique
Ottawa

EMBASSY OF THE
UNITED STATES OF AMERICA
Ottawa, January 17, 1966.

No. 278

SIR:

I have the honor to refer to your Note No. L-9, dated January 17, 1966, which reads as follows:

"I have the honour to refer to the Air Transport Agreement concluded today between our two Governments.

"I wish to inform you that it is the understanding of the Government of Canada that, during discussions leading to the Agreement, both Contracting Parties recognized the need to introduce greater flexibility in the handling of regional and local service routes. For this purpose I have the honour to propose that the Contracting Parties be guided by the following:

"In addition to the services provided for in the Agreement, the needs of commerce may require other air services of a regional and local nature between the territories of the two countries for the carriage of passengers, cargo and mail, separately or in combination. Accordingly, when the aeronautical authorities of either Contracting Party authorize an airline or airlines to operate such additional services, such airline or airlines may apply to the aeronautical authorities of the other Contracting Party for authority to operate such services. Those authorities shall act expeditiously upon any application and, as appropriate, give favourable consideration thereto. Upon approval by the aeronautical authorities of both countries, such services may be put into operation.

"It is understood that in the event of inauguration of operations under the foregoing paragraphs the operating airline or airlines will be subject to the obligations and entitled to the privileges of Articles VIII, IX, X and XI of the Agreement.

"I should be grateful to receive confirmation from you that the Government of the United States of America agrees that this Note, the English and French versions of which are of equal authenticity, should guide the aeronautical authorities of our countries when considering the establishment of regional and local service routes other than those specified in the Schedules annexed to the Agreement."

I am glad to confirm that the Government of the United States of America agrees that the proposals set forth in your Note, above-quoted, the English and French versions of which are of equal authenticity, should guide the aeronautical authorities of our two countries when considering the establishment of regional and local service routes other than those specified in the Schedules annexed to the Agreement.

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

W. WALTON BUTTERWORTH

The Honorable
PAUL MARTIN, P.C., Q.C.,
Secretary of State
for External Affairs,
Ottawa.

DEPARTMENT OF EXTERNAL AFFAIRS MINISTÈRE DES AFFAIRES EXTÉRIEURES
CANADA

No. L-10

OTTAWA, *January 17, 1966*

EXCELLENCY:

I have the honour to refer to the Air Transport Agreement concluded today between our two Governments.

This Agreement provides for a substantial expansion of air services by airlines of both countries and will be of major importance for the airlines and their users. The rapid continuing growth of air traffic between Canada and the United States however will require that the two Governments consider again within a reasonable period of time what additional changes may be necessary to ensure that air services between our two countries satisfy the needs of the travelling public and the airlines of both countries, consonant with the principles set forth in the Preamble of the Agreement and the objectives set forth in paragraphs (a) and (b) of Article I.

It is also recognized on both sides that certain proposals which were made regarding additional routes or services have not been included in the Agreement. It is understood that the United States is interested in direct access for its airlines to the City of Montreal from the City of Chicago. Similarly, Canada is interested in access for its airlines to the City of Los Angeles from the City of Vancouver and in providing service from the City of Winnipeg to the City of Chicago.

During the discussions it became apparent that, for various reasons relating to the present volume of traffic and other factors, the time had not yet come to deal with these particular matters. On the other hand, continuing growth of air traffic may well before many

years have passed change the situation with regard to the matters mentioned in the preceding paragraph of this Note and may create new situations in which consideration should be given to other and new direct through services between the two countries. Recognizing the importance of the principles which underlie the new Agreement and the progress which it represents, as well as the need to ensure that the Agreement is reviewed from time to time so that it may reflect traffic growth, it is proposed that the situation with regard to air routes should be re-examined early in 1969. The specific issues mentioned above which have been left outstanding, as well as new route interests which may arise in the intervening period should then be discussed to determine whether a further improvement and extension of routes in the interests of the users and the airlines of both countries would be desirable.

I should be grateful if you would confirm that the Government of the United States of America concurs in the statements set forth in this Note, the English and French versions of which are of equal authenticity.

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

PAUL MARTIN

His Excellency W. WALTON BUTTERWORTH,
Ambassador of the United States of America,
Ottawa.

DEPARTMENT OF EXTERNAL AFFAIRS MINISTÈRE DES AFFAIRES EXTÉRIEURES
CANADA

No. L-10

OTTAWA, *le 17 janvier 1966*

MONSIEUR L'AMBASSADEUR,

J'ai l'honneur de me référer à l'Accord relatif aux transports aériens qui a été conclu aujourd'hui entre nos deux Gouvernements.

Cet Accord, qui prévoit une expansion importante des services aériens assurés par des entreprises des deux pays, sera d'une grande importance pour les entreprises de transports aériens et leurs usagers. Le développement rapide et incessant du trafic aérien entre le Canada et les Etats-Unis nécessitera cependant que les deux Gouvernements examinent de nouveau dans un délai raisonnable la question des changements supplémentaires à effectuer pour que les services aériens entre nos deux pays puissent répondre aux besoins des voyageurs et des entreprises des deux pays, conformément aux principes énoncés dans le Préambule de l'Accord, et suivant les objectifs mentionnés aux alinéas (a) et (b) de l'Article premier.

Il a été en outre reconnu des deux côtés que certaines propositions qui avaient été faites au sujet de routes ou de services supplémentaires ont été omises du cadre de l'Accord. Nous croyons comprendre que les Etats-Unis souhaitent, pour leurs entreprises aériennes un accès

direct de Chicago à Montréal. De même la Canada souhaite pour ses entreprises aériennes l'accès à Los Angeles en provenance de Vancouver, ainsi que de pouvoir assurer des services de Winnipeg à Chicago.

Au cours des discussions, il a semblé évident que, pour diverses raisons touchant au volume actuel du trafic et à d'autres éléments, le moment n'était pas encore venu de s'occuper de ces questions. D'autre part, le développement continu du trafic aérien peut modifier d'ici un certain nombre d'années la situation au point de vue des questions mentionnées au paragraphe précédent et créer de nouvelles situations dans lesquelles il conviendrait d'envisager l'établissement de services directs autres ou nouveaux entre les deux pays. Vu l'importance des principes qui sont à la base du nouvel Accord, vu le progrès qu'il représente et étant donné que l'Accord doit être revisé de temps à autre pour tenir compte du développement du trafic, il est proposé que la situation en ce qui concerne les routes aériennes fasse l'objet de nouvel examen au début de 1969. Les problèmes susmentionnés qui n'ont pas été résolus, de même que la question des nouvelles routes dont la nécessité pourrait se révéler dans l'intervalle feront alors l'objet d'une étude qui permettra de déterminer s'il est souhaitable d'améliorer et d'étendre le réseau aérien dans l'intérêt des usagers et des entreprises des deux pays.

Je vous saurais gré de bien vouloir me faire savoir si le Gouvernement des Etats-Unis est d'accord avec les déclarations contenues dans cette Note, dont les versions anglaise et française font également foi.

Veuillez agréer, Monsieur l'Ambassadeur, les assurances de ma très haute considération.

PAUL MARTIN

Son Excellence Monsieur W. WALTON BUTTERWORTH
Ambassadeur des Etats-Unis d'Amérique
Ottawa

EMBASSY OF THE
UNITED STATES OF AMERICA
Ottawa, January 17, 1966.

No. 279

SIR:

I have the honor to refer to your Note No. L-10, dated January 17, 1966, which reads as follows:

"I have the honour to refer to the Air Transport Agreement concluded today between our two Governments.

"This Agreement provides for a substantial expansion of air services by airlines of both countries and will be of major importance for the airlines and their users. The rapid continuing growth of air traffic between Canada and the United States however will require that the two Governments consider again within a reasonable period of

time what additional changes may be necessary to ensure that air services between our two countries satisfy the needs of the travelling public and the airlines of both countries, consonant with the principles set forth in the Preamble of the Agreement and the objectives set forth in paragraphs (a) and (b) of Article I.

"It is also recognized on both sides that certain proposals which were made regarding additional routes or services have not been included in the Agreement. It is understood that the United States is interested in direct access for its airlines to the City of Montreal from the City of Chicago. Similarly, Canada is interested in access for its airlines to the City of Los Angeles from the City of Vancouver and in providing service from the City of Winnipeg to the City of Chicago.

"During the discussions it became apparent that, for various reasons relating to the present volume of traffic and other factors, the time had not yet come to deal with these particular matters. On the other hand, continuing growth of air traffic may well before many years have passed change the situation with regard to the matters mentioned in the preceding paragraph of this Note and may create new situations in which consideration should be given to other and new direct through services between the two countries. Recognizing the importance of the principles which underlie the new Agreement and the progress which it represents, as well as the need to ensure that the Agreement is reviewed from time to time so that it may reflect traffic growth, it is proposed that the situation with regard to air routes should be re-examined early in 1969. The specific issues mentioned above which have been left outstanding, as well as new route interests which may arise in the intervening period should then be discussed to determine whether a further improvement and extension of routes in the interests of the users and the airlines of both countries would be desirable.

"I should be grateful if you would confirm that the Government of the United States of America concurs in the statements set forth in this Note, the English and French versions of which are of equal authenticity."

I am glad to confirm that the Government of the United States of America concurs in the statements set forth in your Note, the English and French versions of which are of equal authenticity.

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

W. WALTON BUTTERWORTH

The Honorable
PAUL MARTIN, P.C., Q.C.,
Secretary of State
for External Affairs,
Ottawa.

TIAS 5972

REPUBLIC OF KOREA

Agricultural Commodities

Agreement signed at Seoul March 7, 1966;
Entered into force March 7, 1966.
With exchange of notes.

AGRICULTURAL COMMODITIES AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF THE REPUBLIC OF KOREA 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 Korea:

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 or normal patterns of commercial trade with friendly countries;

Considering that the purchase for Korean won of agricultural commodities produced in the United States of America will assist in achieving such an expansion of trade;

Considering that the Korean won accruing from such purchase 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 agricultural commodities to Korea pursuant to Title I of the Agricultural Trade Development and Assistance Act,[1] as amended (hereinafter referred to as the 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:

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[1] 68 Stat. 455; 7 U.S.C. §§ 1701–1709.

ARTICLE I

SALES FOR KOREAN WON

1. Subject to issuance by the Government of the United States of America and acceptance by the Government of the Republic of Korea of purchase authorizations and to the availability of the specified commodities under the Act at the time of exportation, the Government of the United States of America undertakes to finance the sales for Korean won, to purchasers authorized by the Government of the Republic of Korea, of the following agricultural commodities in the amounts indicated:

Commodity	Export Market Value (millions)
Wheat/wheat flour	$11.67
Cotton	40.14
Total	$51.81

2. Applications for purchase authorizations will be made within 90 days after the effective date of this agreement, except that applications for purchase authorizations for any additional commodities or amounts of commodities provided for in any amendment to this agreement will be made within 90 days after the effective date of such amendment. Purchase authorizations will include provisions relating to the sale and delivery of commodities, the time and circumstances of deposit of Korean won accruing from such sale, and other relevant matters.

The Government of the United States of America will finance ocean transportation costs incurred pursuant to this agreement only to the extent that such costs are higher than otherwise would be the case by reason of the requirement that approximately 50 percent by tonnage of the commodities be transported in United States flag vessels. The balance of cost for commodities required to be carried in United States flag vessels shall be paid in dollars by the Government of the Republic of Korea. The Government of the Republic of Korea will not be required to deposit Korean won for ocean transportation financed by the Government of the United States of America.

Promptly after contracting for United States flag shipping space required to be used, and in any event not later than presentation of vessel for loading, the Government of the Republic of Korea will open a letter of credit, in dollars, for the estimated cost of ocean transportation for commodities carried in United States flag vessels.

3. The financing, sale and delivery of commodities under this agreement may be terminated by either Government, if that Government determines that because of changed conditions the continuation of such financing, sale or delivery is unnecessary or undesirable.

ARTICLE II

USES OF KOREAN WON

The Korean won accruing to the Government of 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 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. For United States expenditures under subsections (a), (b), (d), (f) and (h) through (t) of Section 104 of the Act, or under any of such subsections, 20 percent of the Korean won accruing pursuant to this agreement.

B. For grant to the Government of Korea under subsection (c) of Section 104 of the Act, 79 percent of the Korean won accruing pursuant to this agreement. In the event that agreement is not reached on the use of the Korean won for grant under subsection (c) of Section 104 of the Act within three years from the date of this agreement, the Government of the United States of America may use the Korean won for any purpose authorized by Section 104 of the Act.

C. For loans to be made by the Agency for International Development of Washington (hereinafter referred to as AID) under Section 104(e) of the Act and for administrative expenses of AID in Korea incident thereto, 1 percent of the Korean won accruing pursuant to this agreement. It is understood that:

(1) Such loans under Section 104(e) of the Act will be made to United States business firms and branches, subsidiaries, or affiliates of such firms in Korea for business development and trade expansion in Korea and to United States firms and Korean firms for the establishment of facilities for aiding in the utilization, distribution, or otherwise increasing the consumption of and markets for United States agricultural products.

(2) Loans will be mutually agreeable to AID and the Government of the Republic of Korea, acting through the Economic Planning Board. The Minister of the Economic Planning Board, or his designate, will act for the Government of the Republic of Korea, and the Administrator of AID, or his designate, will act for AID.

(3) Upon receipt of an application which AID is prepared to consider, AID will inform the Economic Planning Board of the identity of the applicant, the nature of the proposed business, the amount of the proposed loan, and the general purposes for which the loan proceeds could be expended.

(4) When AID is prepared to act favorably upon an application, it will so notify the Economic Planning Board and will indicate the interest rate and repayment period which would be used under the proposed loan. The interest rate will be similar to that prevailing in Korea on comparable loans, provided such rate is not lower than cost of funds to the United States Treasury on comparable maturities, and the maturities will be consistent with the purposes of the financing.

(5) Within sixty days after the receipt of the notice that AID is prepared to act favorably upon an application, the Economic Planning Board will indicate to AID whether or not the Economic Planning Board has any objection to the proposed loan. Unless within the sixty-day period AID has received such a communication from Economic Planning Board, it shall be understood that the Economic Planning Board has no objection to the proposed loan. When AID approves or declines the proposed loan it will notify the Economic Planning Board.

(6) In the event the Korean won set aside for loans under Section 104(e) of the Act are not advanced within three years from the date of this agreement because AID has not approved loans or because proposed loans have not been mutually agreeable to AID and the Economic Planning Board, the Government of the United States of America may use the Korean won for any purpose authorized by Section 104 of the Act.

Article III

DEPOSIT OF KOREAN WON

1. The Government of the Republic of Korea will deposit to the account of the Government of the United States of America an amount of Korean won equivalent to the dollar sales value of the commodities financed by the Government of the United States of America converted into Korean won at the applicable rate of exchange in effect on the date of dollar disbursement by the Government of the United States of America.

(a) If a unitary exchange rate system is maintained by the Government of the Republic of Korea, the applicable rate will be the rate at which the central monetary authority of the Government of the Republic of Korea, or its authorized agent, sells foreign exchange for Korean won.

(b) If a unitary rate system is not maintained, the applicable rate will be the rate mutually agreed upon by the Government of the United States of America and the Government of the Republic of Korea.

2. The Government of the United States of America shall determine which of its funds shall be used to pay any refunds of Korean won which become due under this agreement or which are due or become due under any prior agricultural commodities agreement. A reserve will be maintained under this agreement for two years from the effective date of this agreement which may be used for the payment of such refunds. Any payment out of this reserve shall be treated as a reduction in the total Korean won accruing to the Government of the United States of America under this agreement.

ARTICLE IV

GENERAL UNDERTAKINGS

1. The Government of the Republic of Korea will take all possible measures to prevent the resale or transshipment to other countries or the use for other than domestic purposes of the agricultural commodities purchased pursuant to this agreement (except where such resale, transshipment or use is specifically approved by the Government of the United States of America); to prevent the export of any commodity of either domestic or foreign origin which is the same as, or like, the commodities purchased pursuant to this agreement in calendar year 1966 and any subsequent period during which Title I commodities are being imported or utilized (except where such export is specifically approved by the Government of the United States); and to ensure that the purchase of commodities pursuant to this agreement does not result in increased availability of the same or like commodities to nations unfriendly to the United States of America.

2. The two Governments will take reasonable precautions to assure that all sales and purchases of agricultural commodities pursuant to this agreement will not displace usual marketings of the United States of America in these commodities or unduly disrupt world prices of agricultural commodities or normal patterns of commercial trade with friendly countries.

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 Korea will furnish quarterly information on the progress of the program, particularly with respect to the arrival and condition of commodities; provisions for the maintenance of usual marketings; and information relating to imports and 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 Seoul, Korea, in duplicate this 7th day of March 1966.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA	FOR THE GOVERNMENT OF THE REPUBLIC OF KOREA
WINTHROP G. BROWN	K Y CHANG
Winthrop G. Brown *American Ambassador*	Chang, Key Young *Deputy Premier and Minister, Economic Planning Board*

The American Ambassador to the Korean Deputy Premier and Minister, Economic Planning Board

No. 956

SEOUL, *March 7, 1966*

EXCELLENCY:

I have the honor to refer to the Agricultural Commodities Agreement between our two Governments signed today and to inform you of my Government's understanding of the following:

(1) In expressing its agreement with the Government of the United States of America that deliveries under the agreement should not unduly disrupt world prices of agricultural commodities or impair trade relationships among friendly nations and to take all possible measures to prevent the resale or transshipment to other countries or the use for other than domestic purposes of the agricultural commodities purchased pursuant to this agreement, the Government of the Republic of Korea agrees that (a) it will import with its own resources from the United States of America one ton of wheat and/or barley for

each ton of rice exported in calendar year 1966 (except rice exports in January 1966 under the provisions of the Tenth PL 480, Title I Agreement [1] to the extent offset by imports of wheat and/or barley already completed during calendar year 1965) and any subsequent period during which wheat financed under the agreement is being imported or utilized, and such imports will be completed within 120 days following each such export of rice during calendar year 1966, and (b) it will import with its own resources from the United States of America and other free world sources a minimum of 51,000 bales of cotton, of which at least 49,000 bales shall be from the United States of America, such raw cotton imports to be in addition to any raw cotton imported in calendar year 1966 to meet shortfalls under the requirements provided for in the exchange of notes December 31, 1964.[1] In implementing this understanding the Government of the Republic of Korea agrees that it will import during calendar year 1966 a minimum of 12,000 bales during the period January 1–March 31, 1966; a minimum of 13,000 bales during the period April 1–June 30, 1966; a minimum of 13,000 bales during the period July 1–September 30, 1966; and a minimum of 13,000 bales during the period October 1–December 31, 1966. The Government of the Republic of Korea further agrees that it will import from the United States of America by March 31, 1967 the equivalent quantity, if any, as determined by final review, of cotton by which the cotton content of textiles exported during calendar year 1966 exceeds 51,000 bales.

(2) It is understood that should the Government of the Republic of Korea fail to comply with the requirements of Article IV of the agreement, except as provided in paragraph (1) above, the Government of the Republic of Korea will be required to reimburse the Government of the United States of America in dollars for the average value, to be determined by the Government of the United States of America, of a quantity of the same or like commodities financed by the Government of the United States of America equivalent to the commodities exported by the Republic of Korea or make an offset purchase from the United States of America for dollars with its own resources a quantity of the same or like commodities equivalent to the commodities exported. Such reimbursement or offset purchase will be made not later than 60 days after the infraction is called to the attention of the Government of the Republic of Korea or such other period as may be agreed to by the Government of the United States of America. Reimbursement will not be in excess of the total value of commodities shipped under the agreement.

The Government of the United States of America will return to the Government of the Republic of Korea the equivalent Korean won deposited for commodities for which United States dollars are reimbursed under this paragraph.

[1] Signed at Seoul Dec. 31, 1964; TIAS 5730; 15 UST 2396.

The same provisions will apply should any product be exported that is processed from the same or like commodities as those being imported under the agreement. Reimbursement or offset purchases will be required for an equivalent quantity of the commodity used to produce the processed product.

(3) The Government of the Republic of Korea agrees that the Korean won received by the Government of the United States of America under the agreement may be deposited in interest-bearing accounts in banks in Korea selected by the Government of the United States of America.

(4) With regard to paragraph 4 of Article IV of the agreement, the Government of the Republic of Korea agrees to furnish quarterly the following information in connection with each shipment of commodities received under the agreement: the name of each vessel, the date of arrival, the port of arrival, the commodity and quantity received, the condition in which received, the date unloading was completed, and the disposition of the cargo, i.e., stored, distributed locally, or if shipped, where shipped. In addition, the Government of the Republic of Korea agrees to furnish quarterly: (a) a statement of measures it has taken to prevent the resale or transshipment of commodities furnished, (b) assurances that the program has not resulted in increased availability of the same or like commodities to other nations and (c) a statement by the Government showing progress made toward fulfilling commitments on usual marketings. The Government of the Republic of Korea further agrees that the above statements will be accompanied by statistical data on imports and exports by country of origin or destination of commodities which are the same as or like those imported under the agreement.

(5) The Government of the Republic of Korea will provide, upon request of the Government of the United States of America, facilities for conversion into other non-dollar currencies of the following amounts of Korean won: (a) for purposes of Section 104(a) of the Act, $1,036,200 worth or two percent of the won accruing under the agreement to the Government of the United States of America as proceeds from sales whichever is greater, to finance agricultural market development activities in other countries and (b) for purposes of Section 104(h) of the Mutual Educational and Cultural Exchange Act of 1961,[1] up to $500,000 worth of won to finance educational and cultural exchange programs and activities in other countries.

(6) The Government of the United States of America may utilize Korean won in Korea to pay for travel which is part of a trip in which the traveler travels from, to or through Korea. It is understood that these funds are intended to cover only travel by persons who are traveling on official business for the Government of the United States of America or in connection with activities financed

[1] 75 Stat. 527; 22 U.S.C. § 2451 note.

by the Government of the United States of America. It is further understood that the travel for which won may be utilized shall not be limited to services provided by Korean transportation facilities.

(7) The Government of the Republic of Korea agrees to designate an individual or agency in Korea with whom representatives of the United States of America may consult with regard to implementing all the provisions of the agreement.

(8) The Government of the Republic of Korea agrees to designate one or more persons in the United States of America to consult with representatives of the United States of America for purposes of orientation in connection with the implementation of the agreement.

I shall appreciate receiving your Excellency's confirmation of the above understanding.

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

WINTHROP G. BROWN

His Excellency
CHANG, KEY YOUNG,
Deputy Premier and
Minister, Economic Planning Board,
Seoul

The Korean Deputy Premier and Minister, Economic Planning Board, to the American Ambassador

ECONOMIC PLANNING BOARD
REPUBLIC OF KOREA
Seoul, Korea

SEOUL, *March 7, 1966*

EXCELLENCY:

I have the honor to refer to your Excellency's Note No. 956 of today's date which reads as follows:

"I have the honor to refer to the Agricultural Commodities Agreement between our two Governments signed today and to inform you of my Government's understanding of the following:

(1) In expressing its agreement with the Government of the United States of America that deliveries under the agreement should not unduly disrupt world prices of agricultural commodities or impair trade relationships among friendly nations and to take all possible measures to prevent the resale or transshipment to other countries or the use for other than domestic purposes of the agricultural commodities purchased pursuant to this agreement, the Government of the

Republic of Korea agrees that (a) it will import with its own resources from the United States of America one ton of wheat and/or barley for each ton of rice exported in calendar year 1966 (except rice exports in January 1966 under the provisions of the Tenth PL 480, Title I Agreement to the extent offset by imports of wheat and/or barley already completed during calendar year 1965) and any subsequent period during which wheat financed under the agreement is being imported or utilized, and such imports will be completed within 120 days following each such export of rice during calendar year 1966, and (b) it will import with its own resources from the United States of America and other free world sources a minimum of 51,000 bales of cotton, of which at least 49,000 bales shall be from the United States of America, such raw cotton imports to be in addition to any raw cotton imported in calendar year 1966 to meet shortfalls under the requirements provided for in the exchange of notes December 31, 1964. In implementing this understanding the Government of the Republic of Korea agrees that it will import during calendar year 1966 a minimum of 12,000 bales during the period January 1–March 31, 1966; a minimum of 13,000 bales during the period April 1–June 30, 1966; a minimum of 13,000 bales during the period July 1–September 30, 1966; and a minimum of 13,000 bales during the period October 1–December 31, 1966. The Government of the Republic of Korea further agrees that it will import from the United States of America by March 31, 1967 the equivalent quantity, if any, as determined by final review, of cotton by which the cotton content of textiles exported during calendar year 1966 exceeds 51,000 bales.

(2) It is understood that should the Government of the Republic of Korea fail to comply with the requirements of Article IV of the agreement, except as provided in paragraph (1) above, the Government of the Republic of Korea will be required to reimburse the Government of the United States of America in dollars for the average value, to be determined by the Government of the United States of America, of a quantity of the same or like commodities financed by the Government of the United States of America equivalent to the commodities exported by the Republic of Korea or make an offset purchase from the United States of America for dollars with its own resources a quantity of the same or like commodities equivalent to the commodities exported. Such reimbursement or offset purchase will be made not later than 60 days after the infraction is called to the attention of the Government of the Republic of Korea or such other period as may be agreed to by the Government of the United States of America. Reimbursement will not be in excess of the total value of commodities shipped under the agreement.

The Government of the United States of America will return to the Government of the Republic of Korea the equivalent Korean won deposited for commodities for which United States dollars are reimbursed under this paragraph.

The same provisions will apply should any product be exported that is processed from the same or like commodities as those being imported under the agreement. Reimbursement or offset purchases will be required for an equivalent quantity of the commodity used to produce the processed product.

(3) The Government of the Republic of Korea agrees that the Korean won received by the Government of the United States of America under the agreement may be deposited in interest-bearing accounts in banks in Korea selected by the Government of the United States of America.

(4) With regard to paragraph 4 of Article IV of the agreement, the Government of the Republic of Korea agrees to furnish quarterly the following information in connection with each shipment of commodities received under the agreement: the name of each vessel, the date of arrival, the port of arrival, the commodity and quantity received, the condition in which received, the date unloading was completed, and the disposition of the cargo, i.e., stored, distributed locally, or if shipped, where shipped. In addition, the Government of the Republic of Korea agrees to furnish quarterly: (a) a statement of measures it has taken to prevent the resale or transshipment of commodities furnished, (b) assurances that the program has not resulted in increased availability of the same or like commodities to other nations and (c) a statement by the Government showing progress made toward fulfilling commitments on usual marketings. The Government of the Republic of Korea further agrees that the above statements will be accompanied by statistical data on imports and exports by country of origin or destination of commodities which are the same as or like those imported under the agreement.

(5) The Government of the Republic of Korea will provide, upon request of the Government of the United States of America, facilities for conversion into other non-dollar currencies of the following amounts of Korean won: (a) for purposes of Section 104(a) of the Act, $1,036,200 worth or two percent of the won accruing under the agreement to the Government of the United States of America as proceeds from sales whichever is greater, to finance agricultural market development activities in other countries and (b) for purposes of Section 104(h) of the Mutual Educational and Cultural Exchange Act of 1961, up to $500,000 worth of won to finance educational and cultural exchange programs and activities in other countries.

(6) The Government of the United States of America may utilize Korean won in Korea to pay for travel which is part of a trip in which the traveler travels from, to or through Korea. It is understood that these funds are intended to cover only travel by persons who are traveling on official business for the Government of the United States of America or in connection with activities financed by the Government of the United States of America. It is further understood that the

travel for which won may be utilized shall not be limited to services provided by Korean transportation facilities.

(7) The Government of the Republic of Korea agrees to designate an individual or agency in Korea with whom representatives of the United States of America may consult with regard to implementing all the provisions of the agreement.

(8) The Government of the Republic of Korea agrees to designate one or more persons in the United States of America to consult with representatives of the United States of America for purposes of orientation in connection with the implementation of the agreement.

I shall appreciate receiving your Excellency's confirmation of the above understanding.

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

I have the honor to inform you that my Government concurs in the foregoing.

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

K Y CHANG

Chang Key Young
Deputy Premier
and
Minister, Economic Planning Board

His Excellency,
WINTHROP G. BROWN,
Ambassador of the United States,
Seoul.

CHILE

Agricultural Commodities

Agreement amending the agreement of July 27, 1965.
Effected by exchange of notes
Signed at Santiago February 8, 1966;
Entered into force February 8, 1966.

The American Ambassador to the Chilean Minister of Foreign Affairs

No. 694 SANTIAGO, *February 8, 1966.*

EXCELLENCY:

I have the honor to refer to the Agricultural Commodities Agreement of July 27, 1965 [1] between the Government of the United States of America and the Government of Chile and to the request of your Government for an extension of shipments of the commodities during calendar year 1966.

I have the honor to inform you that the Government of the United States of America is agreeable to the extension of shipment of wheat, corn and tobacco, provided that the Government of Chile agrees that it will procure and import with its own resources during calendar year 1966 from the United States of America and countries friendly to it the following agricultural commodities in addition to those to be purchased under the terms of the agreement during calendar year 1966: (a) at least 105,000 metric tons of wheat and/or wheat flour in grain equivalent, (b) at least 400 metric tons of leaf tobacco of which at least 295 metric tons shall be from the United States of America.

I shall appreciate receiving your Excellency's confirmation of the above understandings.

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

RALPH A. DUNGAN

His Excellency
GABRIEL VALDÉS SUBERCASEAUX,
Minister of Foreign Affairs,
Santiago.

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[1] TIAS 5898; 16 UST 1725.

The Chilean Minister of Foreign Affairs to the American Ambassador

REPÚBLICA DE CHILE
MINISTERIO DE RELACIONES EXTERIORES

Nº 02885 SANTIAGO, *8 de febrero de 1966.*

SEÑOR EMBAJADOR:

Tengo el honor de dirigirme a Vuestra Excelencia para acusar recibo de su Nota Nº 694 de fecha de hoy, por la cual tiene a bien referirse al Convenio de Productos Agrícolas de 27 de julio de 1965, suscrito entre el Gobierno de Chile y el Gobierno de los Estados Unidos de América e informar que su Gobierno se ha propuesto prolongar los embarques de productos agrícolas durante el año calendario 1966.

Al agradecer a Vuestra Excelencia esta información tengo el honor de comunicarle que el Gobierno de Chile se propone adquirir e importar mediante sus propios recursos durante el año calendario 1966 de los Estados Unidos de América y de sus países amigos, los siguientes productos agrícolas, además de aquellos por adquirirse en conformidad a los términos del convenio durante el año calendario 1966: (a) un mínimo de 105,000 toneladas métricas de trigo y/o harina de trigo por equivalente de grano, (b) un mínimo de 400 toneladas métricas de tabaco en hojas, de cuya cantidad 295 toneladas métricas se importarán de los Estados Unidos de América.

Aprovecho esta oportunidad para reiterar a Vuestra Excelencia las seguridades de mi más alta consideración.

GABRIEL VALDES SUBERCASEAUX

Al Excelentisimo señor don RALPH A. DUNGAN
Embajador Extraordinario y Plenipotenciario
de los Estados Unidos de America
Santiago.

Translation

REPUBLIC OF CHILE
MINISTRY OF FOREIGN AFFAIRS

No. 02885 SANTIAGO, *February 8, 1966.*

MR. AMBASSADOR:

I have the honor to acknowledge receipt of Your Excellency's note No. 694 of this date with reference to the Agricultural Commodities Agreement of July 27, 1965, signed by the Government of Chile and the Government of the United States of America, and to state that your Government has proposed an extension of shipments of agricultural commodities during calendar year 1966.

Thanking Your Excellency for this information, I have the honor to inform you that the Government of Chile proposes to procure and import with its own resources during calendar year 1966 from the United States of America and countries friendly to it the following agricultural commodities in addition to those to be purchased under the terms of the agreement during calendar year 1966: (a) at least 105,000 metric tons of wheat and/or wheat flour in grain equivalent, (b) at least 400 metric tons of leaf tobacco of which 295 metric tons shall be imported from the United States of America.

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

GABRIEL VALDES SUBERCASEAUX

His Excellency
RALPH A. DUNGAN,
Ambassador Extraordinary and Plenipotentiary
of the United States of America,
Santiago.

UNITED KINGDOM

Trade: Renegotiation of Schedule XX (United States) to the General Agreement on Tariffs and Trade

Interim agreement signed at Washington April 5, 1966; Entered into force April 5, 1966.

INTERIM 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 THE RENEGOTIATION OF SCHEDULE XX (UNITED STATES) TO THE GENERAL AGREEMENT ON TARIFFS AND TRADE

The Government of the United States of America and the Government of the United Kingdom of Great Britain and Northern Ireland,

Having conducted negotiations under Article XXVIII [1] of the General Agreement on Tariffs and Trade [2] (hereinafter referred to as "the General Agreement") concerning the effect of the establishment of the revised Tariff Schedules of the United States on the concessions to which the United Kingdom has rights under the General Agreement, including rights to which it is entitled on behalf of Hong Kong,

Having completed such negotiations looking toward the establishment of a consolidated Schedule XX (United States) in terms of the revised Tariff Schedules of the United States, and

Desiring to have the results of such negotiations enter into force promptly pending the formal effectiveness of such consolidated Schedule XX,

Agree as follows:

ARTICLE I

The general level of concessions in Schedule XX initially negotiated by the United States with the United Kingdom [3] will be maintained by the inclusion in consolidated Schedule XX of (a) concessions on the products identified in the list in Annex I to this interim agreement

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[1] TIAS 3930; 8 UST 1790.

[2] TIAS 1700; 61 Stat. (pts. 5 and 6).

[3] TIAS 5026, 5032, 5268; 13 UST 787, 955, 3912.

at the rates therein specified, which products are therein identified in terms of the Tariff Schedules of the United States, as amended by legislation enacted prior to the date of this agreement, and (b) the concessions provided for in the schedule in Annex II.

ARTICLE II

The provisions of the schedule in Annex II shall be applied by the United States, as if they were included in a Schedule XX to the General Agreement,[1] on and after a date to be specified in a proclamation by the President of the United States, which date shall be no later than May 1, 1966.[2]

ARTICLE III

This agreement shall terminate at such time as the consolidated Schedule XX to the General Agreement embodying the concessions described in Article I hereof shall have become formally effective.

IN WITNESS WHEREOF the undersigned, being duly authorized thereto by their respective Governments, have signed this interim agreement.

DONE at Washington this fifth day of April, 1966.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA:
BERNARD NORWOOD

FOR THE GOVERNMENT OF THE UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND:
J. E. CHADWICK

[1] TIAS 1700; 61 Stat. (pt. 5) A1157.

[2] Effective May 1, 1966. See Proclamation 3712 of Apr. 5, 1966; 31 Fed. Reg. 5543.

ANNEX I

GENERAL AGREEMENT ON TARIFFS AND TRADE
Article XXVIII Renegotiation of Schedule XX

UNITED STATES CONCESSIONS TO THE UNITED KINGDOM

Concessions on the items listed herein are given in substitution for concessions in the existing Schedule XX. The product description of each of the concessions shall be that of the same numbered item in the Tariff Schedules of the United States, as amended and modified on the date of signature of this agreement, or the indicated statistical subdivisions of such numbered items in the Tariff Schedules of the United States Annotated (1965), TC Publication 163,[1] dated October 22, 1965, as modified by Supplement 1, subject to the General, Schedule, Part, and Subpart Headnotes and the provisions of the Appendix of the Tariff Schedules, and to all collateral provisions of the customs laws of the United States. For the purposes of this note, no item in the Tariff Schedules of the United States providing for a duty modification proclaimed under the Automotive Products Trade Act of 1965 [2] shall be considered as affecting the scope of any other item in such Schedules listed in this Annex.

A copy of the pertinent Tariff Schedules of the United States Annotated (1965) and Supplement 1 are deposited with the Director General of the GATT and are delivered to the Government of the United Kingdom with this agreement.

B N

J. E. C.

[1] Published by the United States Tariff Commission.

[2] P.L. 89-283, Oct. 21, 1965; 79 Stat. 1016.

TSUS ITEM	RATE OF DUTY
Part I. Concessions at TSUS Column 1 Rates	
ex 100.01	
10)	
20)	Free
80)	
100.90	Free
105.30	2.5¢ per lb.
ex 106.20	
40	2.5¢ per lb.
106.50	1.5¢ per lb.
106.70	3¢ per lb.
106.75	10% ad valorem
106.80	1¢ per lb.
106.85	5% ad valorem
107.70	3¢ per lb.
107.75	10% ad valorem
110.50	1.875¢ per lb.
110.55	2.5¢ per lb.
112.08	8% ad valorem
120.11	2% ad valorem
ex 120.20	
80	Free
120.50	Free
121.10	12% ad valorem
121.20	7.5% ad valorem
121.25	12.5% ad valorem
121.30	12.5% ad valorem
121.35	8.5% ad valorem
121.40	10% ad valorem
121.45	12.5% ad valorem
121.50	12.5% ad valorem
ex 121.57	
05)	
10)	
20)	
35)	
40)	10% ad valorem
45)	
50)	
55)	
121.60	10% ad valorem
121.65	12.5% ad valorem
123.00	Free

ex 124.10	
10)	
20)	
45)	Free
50)	
55)	
124.20	17.5% ad val.
124.40	10% ad val.
124.80	12% ad val.
125.70	5.5% ad val.
126.33	2¢ per lb.
131.12	2¢ per lb.
131.50	15¢ per 100 lbs.
132.35	Free
135.60	0.5¢ per lb.
135.61	1¢ per lb.
141.75	12% ad val.
141.80	17.5% ad val.
145.04	0.125¢ each
145.42	1.125¢ per lb.
145.44	0.7¢ per lb.
145.46	8¢ per lb.
145.50	10¢ per lb.
145.52	1.3¢ per lb.
145.53	1.25¢ per lb.
145.54	7.5¢ per lb.
145.55	15¢ per lb.
145.60	28% ad val.
146.30	7.5¢ per lb.
146.52	0.375¢ per lb.
146.80	15% ad val.
147.00	Free
147.80	15% ad val.
149.40	Free
152.10	Free
152.62	17.5% ad val.
153.04	6.5% ad val.
153.08	10% ad val.
153.16	11% ad val.
153.32	14% ad val.
154.40	13.5% ad val.
154.50	14% ad val.
155.35	2.9¢ per gal.
156.25	0.8¢ per lb.
156.47	5% ad val.
157.10	14% ad val.

161.15	3¢ per lb.
161.17	Free
161.19	3¢ per lb.
161.21	Free
161.23	3¢ per lb.
161.35	Free
161.37	2¢ per lb.
161.45	15¢ per lb.
161.49	4¢ per lb.
161.59	3.4¢ per lb.
161.65	3¢ per lb.
161.79	3¢ per lb.
161.86	Free
161.88	2¢ per lb.
161.96	3¢ per lb.
165.25	20¢ per gal.
165.30	20¢ per gal.
165.35	35¢ per gal.
165.44	20¢ per gal.
165.46	5¢ per gal.
165.50	5¢ per gal.
167.05	12.5¢ per gal.
168.15	$1.88 per gal.
168.17	$1 per gal.
168.35	$1 per gal.
168.45	$1.02 per gal.
168.50	$1.25 per gal.
168.55	$2.50 per gal.
170.50	Free
170.65	$1.06 per lb. + 5% ad val.
170.80	17.5¢ per lb.
175.09	1.87¢ per lb.
175.10	3.12¢ per lb.
175.30	0.35¢ per lb.
176.04	4¢ per lb.
176.07	6¢ per lb.
176.11	4¢ per lb.
176.24	2.25¢ per lb. + 10% ad val.
176.32	3¢ per lb.
176.33	3.5¢ per lb.
177.22	0.92¢ per lb.
177.24	3-1/3¢ per lb.
177.34	0.47¢ per lb.
177.58	5¢ per lb.
177.62	2.65¢ per lb.
178.05	1.9¢ per lb.

TIAS 5975

178.30		20% ad val., but not less than the rate applicable to component material subject to the highest rate of duty
182.15		28% ad val.
182.20		6.5% ad val.
182.40		10% ad val.
182.46		15% ad val.
ex 188.38		
	20) 65) 70)	Free
190.55		Free
190.60		Free
190.80		Free
190.85		7.5 % ad val.
190.87		12% ad val.
190.90		4% ad val.
190.93		7.5% ad val.
191.15		5% ad val.
192.15		1.25¢ per lb.
192.80		Free
193.25		Free
200.10		Free
ex 200.35		
	47	Free
ex 202.43		$1.50 per 1,000 ft., board measure
	50) 60)	
202.53		5% ad val.
ex 202.63		
	60	1.5% ad val.
204.30		16 2/3% ad val.
204.40		16 2/3% ad val.
204.50		2¢ per lb. + 5% ad val.
206.30		15% ad val.
206.97		16 2/3% ad val.
207.00		16 2/3% ad val.
222.10		8.5% ad val.
240.01		10% ad val.
240.06		10% ad val.
ex 250.02		
	95	Free
250.04		Free
251.05		5% ad val.

251.15	15% ad val.
252.13	3¢ per lb. + 10% ad val.
252.15	2.5¢ per lb. + 7.5% ad val.
252.17	7.5% ad val.
252.25	2¢ per lb. + 7% ad val.
252.27	1.6¢ per lb. + 5.5% ad val.
252.40	3¢ per lb. + 10% ad val.
252.42	2.5¢ per lb. + 7.5% ad val.
252.50	12% ad val.
252.57	12% ad val.
252.59	3¢ per lb. + 10% ad val.
252.61	2.5¢ per lb. + 7.5% ad val.
252.75	1.5¢ per lb. + 7.5% ad val.
252.77	1.25¢ per lb. + 6.5% ad val.
252.79	1¢ per lb. + 4% ad val.
253.05	1¢ per lb. + 5% ad val.
253.10	1.25¢ per lb. + 10.5% ad val.
253.15	2¢ per lb. + 5% ad val.
253.40	4¢ per lb. + 8% ad val.
254.15	2¢ per lb. + 7% ad val.
254.18	1.6¢ per lb. + 5.5% ad val.
254.30	1¢ per lb. + 4% ad val.
254.32	Free
254.40	3¢ per lb. + 10% ad val.
254.42	2.5¢ per lb. + 7.5% ad val.
254.46	2¢ per lb. + 4.5% ad val.
254.48	2¢ per lb. + 8% ad val.
254.56	1.5¢ per lb. + 12.5% ad val.
254.63	1.25¢ per lb. + 6.5% ad val.
254.65	1¢ per lb. + 4% ad val.
254.70	3¢ per lb. + 8% ad val.
254.80	2¢ per lb. + 4.5% ad val.
254.85	2¢ per lb. + 8% ad val.
254.95	5¢ per lb.
256.15	10% ad val.
256.20	1.5¢ per lb. + 10% ad val.
256.25	1.5¢ per lb. + 15% ad val.
256.30	15% ad val.
256.42	15% ad val.
256.44	20% ad val.
270.05	Free
270.10	Free
270.20	Free
270.30	Free
270.35	2% ad val.
270.40	7.5% ad val.

270.45	3% ad val.
270.50	7% ad val.
270.55	Free
270.65	Free
270.70	Free
273.05	Free
273.15	3% ad val.
273.20	10% ad val.
273.25	Free
273.35	Free
273.45	Free
273.55	8.5% ad val.
273.60	Free
273.75	20¢ per lb.
273.80	32.5¢ per lb.
273.95	8% ad val.
274.15	5¢ per lb.
274.20	15% ad val.
274.40	Free
274.50	Free
274.65	5¢ per lb.
274.80	5¢ per lb.
274.85	4% ad val.
300.50	5¢ per lb. + 5% ad val.
300.60	20% ad val.
301.01 through 301.59	4.5% ad val. + 0.225% ad val. for each number *
301.60) 301.70) 301.80) 301.82) 301.84) 301.86) 301.88) 301.92) 301.94) 301.96) 301.98)	5¢ per lb. + 18% ad val.
302.--	Base rate + 4.5% ad val.
303.20	5¢ per lb. + 10% ad val.
304.02	Free
304.12	0.1¢ per lb.
304.20	0.4¢ per lb.
304.32	Free
304.38	Free

* This simplified version of rates used for convenience in this document; in new consolidated Schedule XX, the rate will appear exactly as stated in the TSUS. [Footnote in original.]

304.42	Free
304.46	Free
304.50	Free
304.56	Free
305.04	8% ad val.
305.06	20% ad val.
305.08	12% ad val.
305.09	13.5% ad val.
305.10	24% ad val.
305.40	20% ad val.
305.50	20% ad val.
307.04	14.5¢ per lb.
307.06	12¢ per lb.
307.10	28¢ per lb.
307.12	13¢ per lb.
307.30	3.5¢ per lb.
307.64	30¢ per lb. + 15% ad val. 1/
309.29	30% ad val.
309.99	30% ad val.
312.10	10% ad val.
315.15	20% ad val.
315.35	2¢ per lb. + 10% ad val.
315.50	2¢ per lb.
315.55	1¢ per lb.
315.75	20% ad val.
316.05	24% ad val.
316.20	24% ad val.
316.40	32% ad val.
320.01 through 320.59	7.5% ad val. + 0.25% ad val. for each number*
320.60 through 320.79	7.5% ad val. + 0.25% ad val. for each number + 5¢ per lb.*
320.80) 320.82) 320.84) 320.86) 320.88) 320.92) 320.94) 320.96) 320.98)	5¢ per lb. + 27.5% ad val.

* This simplified version of rates used for convenience in this document; in new consolidated Schedule XX, the rate will appear exactly as stated in the TSUS. [Footnote in original.]

321.--	Base rate + 2.5% ad val.
322.--	Base rate + 4.5% ad val.
323.--	Base rate + 2.5% ad val.
324.--	Base rate + 5% ad val.
325.--	Base rate + 7% ad val.
326.--	Base rate + 2.5% ad val.
327.--	Base rate + 5% ad val.
328.--	Base rate + 7% ad val.
329.--	Base rate + 5% ad val.
330.--	Base rate + 7.5% ad val.
331.--	Base rate + 9.5% ad val.
332.10	30% ad val.
335.60	25¢ per lb. + 22.5% ad val.
335.80	6.5% ad val.
335.90	10% ad val.
336.10	30¢ per lb. + 25% ad val.
336.15	37.5¢ per lb. + 25% ad val. 1/
336.20	30¢ per lb. + 25% ad val. 1/
336.25	37.5¢ per lb. + 25% ad val. 1/
336.30	30¢ per lb. + 60% ad val. 1/
336.35	$1.06 per lb. 1/
336.40	30¢ per lb. + 38% ad val. 1/
336.50	37.5¢ per lb. + 60% ad val. 1/
336.55	$1.135 per lb. 1/
336.60	37.5¢ per lb. + 38% ad val. 1/
338.27	30% ad val.
345.10	30% ad val.
345.50	25¢ per lb. + 20% ad val.
346.05	30% ad val.
346.20	30% ad val.
346.22	25¢ per sq. yard
346.40	25% ad val.
346.52	33¢ per lb. + 25% ad val. 1/
346.70	25% ad val.
346.80	12% ad val.
346.82	33¢ per lb. + 25% ad val. 1/
347.15	25% ad val.
347.20	14% ad val.
347.25	15% ad val.
347.35	14% ad val.
347.40	37.5¢ per lb. + 20% ad val. 1/
347.60	25¢ per lb. + 20% ad val.

347.69	30% ad val.
347.70	25¢ per lb. + 19% ad val.
348.00	30% ad val.
349.10	30% ad val.
351.60	32% ad val.
352.40	30% ad val.
352.50	40% ad val.
352.80	24% ad val.
355.05	20% ad val.
355.15	22.5¢ per lb. + 20% ad val. 1/
355.16	30¢ per lb. + 20% ad val. 1/
355.18	32% ad val.
355.40	Free
355.65	11% ad val.
355.70	32% ad val.
356.10	10% ad val.
356.15	18% ad val.
356.20	10% ad val.
356.25	10% ad val.
356.30	32% ad val.
356.50	Free
356.51	0.3¢ per sq. yd.
356.70	40% ad val.
356.80	10% ad val.
357.10	37.5¢ per lb. + 18% ad val. 1/
357.15	37.5¢ per lb. + 14% ad val. 1/
357.95	25¢ per lb. + 22.5% ad val.
358.02	12% ad val.
358.05	12% ad val.
358.08	37.5¢ per lb. + 15% ad val. 1/
358.09	32% ad val.
358.24	16% ad val.
358.26	20% ad val.
358.30	37.5¢ per lb. + 15% ad val. 1/
358.35	32% ad val.
359.20	13.5% ad val.
359.30	32% ad val.
359.60	17.5% ad val.
360.40	20% ad val.
361.46	15% ad val.
361.48	30% ad val.
361.80	32% ad val.
363.10	30¢ per lb. + 30% ad val. 1/
363.15	37.5¢ per lb. + 25% ad val. 1/

363.35		8.5% **ad val.**
363.55		20% ad val.
363.60		20% ad val.
363.65		30¢ per lb. + 30% ad val. 1/
363.70		37.5¢ per lb. + 25% ad val. 1/
363.75		32% ad val.
363.80		27.5% ad val.
ex 363.85		
	40	25¢ per lb. + 30% ad val.
364.15		20% ad val.
364.20		37.5¢ per lb. + 18% ad val. 1/
364.22		37.5¢ per lb. + 14% ad val. 1/
365.40		32% ad val.
366.03		40% ad val.
366.09		25% ad val.
366.21		18¢ per lb.
366.30		40% ad val.
366.36		8% ad val.
366.39		13.5% ad val.
366.42		17.5% ad val.
366.48		10% ad val.
366.51		13.5% ad val.
366.54		10% ad val.
366.60		40% ad val.
366.69		25% ad val.
366.75		17.5% ad val.
366.81		10% ad val.
366.84		13.5% ad val.
367.05		37.5¢ per lb. + 30% ad val. 1/
367.10		37.5¢ per lb. + 20% ad val. 1/
367.20		22.5¢ per lb. + 20% ad val. 1/
367.25		30¢ per lb. + 20% ad val. 1/
367.30		32% ad val.
367.59		27.5% ad val.
367.60		25¢ per lb. + 30% ad val.
370.24		20% ad val.
370.28		5¢ per lb. + 25% ad val.
370.32		5¢ per lb. + 30% ad val.
370.36		23% ad val.
370.40		5¢ per lb. + 28% ad val.
370.44		5¢ per lb. + 33% ad val.
370.48		30% ad val.
370.52		5¢ per lb. + 35% ad val.
370.56		5¢ per lb. + 40% ad val.

370.60	33% ad val.
370.64	5¢ per lb. + 38% ad val.
370.68	5¢ per lb. + 43% ad val.
370.72	6.5% ad val.
370.76	1¢ each + 24% ad val.
370.80	18% ad val.
372.15	20% ad val.
372.20	15% ad val.
372.25	37.5¢ per lb. + 32% ad val. 1/
372.30	37.5¢ per lb. + 30% ad val. 1/
372.35	37.5¢ per lb. + 20% ad val. 1/
372.40	25¢ per lb. + 21% ad val. 1/
372.45	37.5¢ per lb. + 21% ad val. 1/
372.60	25% ad val.
373.10	20% ad val.
373.15	37.5¢ per lb. + 21% ad val. 1/
374.20	50% ad val.
374.25	34% ad val.
374.40	43% ad val.
374.50	37.5¢ per lb. + 20% ad val. 1/
376.08	37.5¢ per lb. + 20% ad val. 1/
376.16	25¢ per lb. + 19% ad val.
376.54	15% ad val.
376.56	30% ad val.
378.15	17.5% ad val.
378.20	20% ad val.
378.25	10% ad val.
378.30	15% ad val.
378.35	37.5¢ per lb. + 13.5% ad val. 1/
378.40	25¢ per lb. + 21% ad val. 1/
378.45	37.5¢ per lb. + 21% ad val. 1/
378.50	24% ad val.
380.09	20% ad val.
380.12	10% ad val.
380.15	20% ad val.
380.18	10% ad val.
380.21	20% ad val.
380.24	10% ad val.
380.27	25% ad val.
380.30	9.5% ad val.

380.33		20% ad val.
380.36		10% ad val.
380.39		20% ad val.
380.48		5% ad val.
380.51		15% ad val.
380.57		37.5¢ per lb. + 30% ad val. 1/
380.60		37.5¢ per lb. + 20% ad val. 1/
380.63		25¢ per lb. + 21% ad val. 1/
380.66		37.5¢ per lb. + 21% ad val. 1/
382.09		20% ad val.
382.12		10% ad val.
382.15		20% ad val.
382.18		10% ad val.
382.21		20% ad val.
382.24		10% ad val.
382.27		20% ad val.
382.30		10% ad val.
382.33		20% ad val.
382.42		15% ad val.
382.48		37.5¢ per lb. + 32% ad val. 1/
382.54		37.5¢ per lb. + 30% ad val. 1/
382.57		37.5¢ per lb. + 20% ad val. 1/
382.60		25¢ per lb. + 21% ad val. 1/
382.63		37.5¢ per lb. + 21% ad val. 1/
385.15		16% ad val.
385.20		12.5% ad val.
385.25		25% ad val.
385.45		0.5¢ per lb. + 3% ad val.
385.50		0.5¢ per lb. + 5.5% ad val.
385.55		20% ad val.
385.61		25¢ per lb. + 19% ad val.
385.70		30% ad val.
ex 386.05		
	30	50% ad val.
386.30		40% ad val.
386.40		25% ad val.
386.50		20% ad val.
387.30		13.5% ad val.
388.10		37.5¢ per lb. + 30% ad val. 1/
388.20		37.5¢ per lb. + 20% ad val. 1/

388.40	32% ad val.
390.10	Free
390.20	Free
390.40	9¢ per lb.
390.60	Free
401.02	Free
401.06	Free
401.08	Free
401.10	Free
401.14	Free
401.18	Free
401.22	Free
401.24	Free
401.26	Free
401.30	Free
401.38	Free
401.50	Free
401.52	Free
401.54	Free
401.60	Free
401.68	Free
403.44	1.75¢ per lb. + 10% ad val.
403.46	3.5¢ per lb. + 20% ad val.
403.48	3¢ per lb. + 20% ad val.
403.50	2.8¢ per lb. + 20% ad val.
403.70	3 ¢ per lb. + 20% ad val.
403.75	3¢ per lb. + 20% ad val.
403.78	3¢ per lb. + 20% ad val.
405.20	6¢ per lb. + 38% ad val.
406.10	32% ad val.
407.40	2.4¢ per lb. + 17% ad val.
407.72	2.8¢ per lb. + 20% ad val.
415.10	17% ad val.
415.45	Free
416.40	42¢ per lb. on tungsten content + 20% ad val.
417.10	0.3¢ per lb.
417.14	0.6¢ per lb.
417.24	0.5¢ per lb.
417.26	0.53¢ per lb.
417.40	42¢ per lb. on tungsten content + 20% ad val.
417.50	0.6¢ per lb.

417.52	0.5¢ per lb. + 12.5% ad val.
417.80	10% ad val.
418.00	28% ad val.
418.24	0.25¢ per lb.
418.30	42¢ per lb. on tungsten content + 20% ad val.
418.68	12% ad val.
418.90	Free
419.22	0.35¢ per lb.
419.32	2¢ per lb.
419.40	10% ad val.
419.42	10% ad val.
419.44	14% ad val.
420.32	42¢ per lb. on tungsten content + 20% ad val.
420.70	0.8¢ per lb.
420.84	0.25¢ per lb.
420.94	1.7¢ per 100 lb.
420.98	1.75¢ per lb.
421.06	35% ad val.
421.14	3.6¢ per lb.
421.22	10.5% ad val.
421.56	42¢ per lb. on tungsten content + 20% ad val.
421.62	10.5% ad val.
421.70	Free
421.82	Free
422.40	42¢ per lb. on tungsten content + 25% ad val.
422.42	42¢ per lb. on tungsten content + 20% ad val.
422.74	35% ad val.
423.00	10.5% ad val.
423.80	28% ad val.
423.84	35% ad val.
423.92	42¢ per lb. on tungsten content + 20% ad val.
425.52	3¢ per lb. + 15% ad val.

426.12	3.5¢ per lb.
426.24	12% ad val.
426.26	12% ad val.
426.52	10% ad val.
426.54	14% ad val.
426.86	10.5% ad val.
426.88	10% ad val.
426.92	10.5% ad val.
426.96	35% ad val.
427.04	10.5% ad val.
427.24	35% ad val.
427.28	10.5% ad val.
427.72	3¢ per lb.
427.92	3¢ per lb.
427.94	3¢ per lb.
428.06	3¢ per lb.
428.40	10.5% ad val.
428.46	3¢ per lb. + 15% ad val.
428.54	10.5% ad val.
428.62	10.5% ad val.
428.64	10.5% ad val.
428.66	10.5% ad val.
428.72	10.5% ad val.
428.92	10.5% ad val.
428.96	3¢ per lb. + 15% ad val.
429.34	6% ad val.
429.48	10.5% ad val.
429.90	10.5% ad val.
430.00	10.5% ad val., but not less than the highest rate applicable to any component compound
432.00	10.5% ad val., but not less than the highest rate applicable to any component compound
437.12	10% ad val.
437.44	14% ad val.
437.48	Free
437.49	10.5% ad val.
437.52	10% ad val.
437.56	10.5% ad val.
445.05	2.75¢ per lb. + 20% ad val.
445.45	2.5¢ per lb. + 12.5% ad val.
445.75	The highest rate applicable to any component material

ex 446.05		
	20)	
	30)	Free
	40)	
	50)	
446.20		Free
452.16		Free
452.28		12.5% ad val.
452.38		Free
452.46		Free
455.06		17% ad val.
455.10		Free
455.38		4¢ per lb. + 12.5% ad val.
455.42		4¢ per lb. + 12.5% ad val.
455.46		4¢ per lb. + 12.5% ad val.
461.05		15% ad val.
461.10		20% ad val.
465.25		3¢ per lb. + 10% ad val.
465.30		1.5¢ per lb. + 10% ad val.
465.75		2¢ per lb. + 14% ad val.
466.05		8.5% ad val.
466.10		1¢ per lb. + 10% ad val.
466.15		1¢ per lb. + 6.5% ad val.
466.25		1¢ per lb. + 8.5% ad val.
470.05		Free
470.10		Free
ex 470.50		
	70	Free
470.55		5.5% ad val
470.57		7.5% ad val
472.02		Free
472.04		12.5% ad val.
472.20		Free
472.24		6.5% ad val.
472.46		0.0625¢ per lb.
472.48		0.1875¢ per lb.
473.28		3.4¢ per lb.
473.38		0.1875¢ per lb.
473.44		20% ad val.
473.46		0.6¢ per lb.

473.48	1¢ per lb.
473.50	20% ad val.
473.58	15% ad val.
473.62	20% ad val.
473.76	0.6¢ per lb.
473.78	1¢ per lb.
473.84	2.125¢ per lb.
473.88	8.5% ad val.
473.90	20% ad val.
474.04	1.4¢ per piece + 8.5% ad val.
474.06	1.25¢ per piece + 12.5% ad val.
474.08	24% ad val. on the entire set
474.42	10% ad val.
474.46	10% ad val.
ex 475.25 20) 60)	1.25¢ per gal. 2/
475.45	2¢ per gal. 2/
480.10	Free
ex 480.65 10) 20)	Free
480.80	Free
490.12	3¢ per lb. + 12.5% ad val.
490.30	15¢ per lb. + 10% ad val.
490.32	1.5¢ per lb. + 10% ad val.
490.44	2.25¢ per lb. + 10% ad val.
490.46	2.25¢ per lb. + 10% ad val.
490.48	3¢ per lb. + 10% val.
490.50	10% ad val.
490.90	0.75¢ per lb + 10.5% ad val.
490.92	1.5¢ per lb. + 10.5% ad val.
490.94	10.5% ad val.
493.02	Free
493.10	6% ad val.
493.46	16% ad val.
493.65	20% ad val.
493.67	17.5% ad val.
493.75	Free

494.06	2.5¢ per lb.
494.18	Free
495.05	8% ad val.
495.20	20% ad val.
511.25	15% ad val.
511.61	15% ad val.
513.41	5.5% ad val.
513.81	15% ad val.
514.41	15% ad val.
515.31	15% ad val.
515.61	15% ad val.
516.73	25% ad val.
516.76	25% ad val.
516.91	17% ad val.
516.94	25% ad val.
517.51	15% ad val.
517.91	15% ad val.
ex 518.11 30) 40) 50)	Free
518.21	8% ad val.
518.51	9% ad val.
519.37	0.5¢ per lb.
519.51	6.5% ad val.
519.61	Free
519.81	Free
519.83	15% ad val.
519.86	10% ad val.
519.91	10% ad val.
519.95	5% ad val.
519.97	15% ad val.
520.21	15% ad val.
520.31	15% ad val.
520.51	15% ad val.
521.11	Free 2/
521.17	55¢ per ton
521.41	67¢ per ton
521.51	50¢ per ton
521.54	$1 per ton
521.71	62¢ per ton
521.74	$1.21 per ton

522.35	Free
522.45	15% ad val.
522.81	15% ad val.
523.37	24% ad val.
523.91	15% ad val.
531.11	15% ad val.
531.27	3% ad val.
531.31	Free
531.33	15% ad val.
531.35	10% ad val.
531.39	15% ad val.
532.24	22.5% ad val.
532.27	24% ad val.
532.61	15% ad val.
533.23	10¢ per doz. pcs. + 28% ad val.
533.25	10¢ per doz. pcs. + 37% ad val.
533.27	10¢ per doz. pcs. + 21% ad val.
533.37	10¢ per doz. pcs. + 22% ad val,
533.41	35% ad val.
534.91	25% ad val.
535.11	15% ad val.
535.12	15% ad val.
535.14	30% ad val.
535.27	20% ad val.
535.41	14% ad val.
540.11	15% ad val.
540.15	15% ad val.
540.21	12.5% ad val.
540.33	35% ad val.
540.37	25% ad val.
540.47	24% ad val.
540.55	30% ad val.
540.71	22% ad val.
543.11	6¢ per sq. ft.
543.63	5¢ per sq. ft. + 2.5% ad val.
543.67	5.6¢ per sq. ft. + 2.5% ad val.
543.69	23.5% ad val.
544.11	22% ad val.
544.14	23.5% ad val.
544.17	15% ad val.
544.31	22% ad val.
544.41	18% ad val.
544.61	22% ad val.
544.64	30% ad val.
545.61	26.5% ad val.
545.67	24% ad val.
546.11	40% ad val.
546.35	25.5% ad val.
546.53	35% ad val.

546.57	30% ad val.
547.15	25% ad val.
547.21	20.5% ad val.
547.37	25% ad val.
547.41	15% ad val.
548.05	25% ad val.
601.15	Free
601.21	Free
ex 601.27 40) 60)	0.25¢ per lb. on manganese content
601.39	Free
601.48	Free
603.20	Free
603.45	42¢ per lb. on tungsten content + 20% ad val.
603.50 603.55	1.7¢ per lb. on copper content + 0.75¢ per lb. on lead content + 0.67¢ per lb. on zinc content
603.62	Free
603.70	15% ad val.
605.02	Free
605.03	40% ad val.
605.05	50% ad val.
605.07	Free
605.08	40% ad val.
605.20	Free

605.47	50% ad val.
605.66	40% ad val.
605.70	Free
607.01	Additional duty of 1.5¢ per lb. on chromium in excess of 0.2%
607.03	Additional duty of 50¢ per lb. on tungsten content in excess of 0.3%
607.10	Free
607.60	10% ad val.
607.65	42¢ per lb. on tungsten content + 12.5% ad val.
608.18	14.5% ad val. + additional duties
608.27	14.5% ad val. + additional duties
608.32	0.5¢ per lb. + 4% ad val. + additional duties
608.42	16.5% ad val. + additional duties
608.52	14.5% ad val. + additional duties
608.60	0.375¢ per lb. + 10% ad val.
608.61	10.7% ad val.
608.62	14.7% ad val. + additional duties
608.76	0.25¢ per lb. + 4% ad val. + additional duties
608.78	0.375¢ per lb. + 4% ad val. + additional duties
608.85	12% ad val. + additional duties
608.87	0.1¢ per lb. + 8% ad val.
608.88	0.1¢ per lb. + 12% ad val. + additional duties
608.93	1¢ per lb.
608.96	0.1¢ per lb. + 12% ad val. + additional duties
609.06	10% ad val. + additional duties
609.07	12.5% ad val. + additional duties
609.08	13.5% ad val. + additional duties
609.15	13% ad val. + additional duties
609.30	10% ad val. + additional duties
609.31	12.5% ad val. + additional duties
609.32	14% ad val. + additional duties
609.35	0.1¢ per lb. + 10% ad val. + additional duties

609.36	0.1¢ per lb. + 12.5% ad val. + additional duties
609.37	0.1¢ per lb. + 14% ad val. + additional duties
609.40	8.5% ad val.
609.41	0.3¢ per lb.
609.45	12.5% ad val. + additional duties
609.72	0.1¢ per lb. + 12.5% ad val.
609.75	16.5% ad val. + additional duties
609.76	0.1¢ per lb. + 16.5% ad val. + additional duties
609.80	0.1¢ per lb.
609.82	0.1¢ per lb. + 4% ad val. + additional duties
609.86	11.5% ad val. + additional duties
609.90	12.5% ad val. + additional duties
609.98	0.1¢ per lb. + 4% ad val. + additional duties
610.21	0.05¢ per lb. + 4% ad val. + additional duties
610.26	0.125¢ per lb. + 4% ad val. + additional duties
610.35	0.875¢ per lb. + 4% ad val. + additional duties
610.36	0.625¢ per lb. + 4% ad val. + additional duties
610.37	0.3¢ per lb. + 4% ad val. + additional duties
610.40	0.1¢ per lb. + 4% ad val. + additional duties
610.43	11.5% ad val. + additional duties
610.46	16% ad val. + additional duties
610.48	11% ad val.

610.49		10.5% ad val.
610.51		15.5% ad val. + additional duties
610.52		14.5% ad val. + additional duties
610.58		14% ad val. + additional duties
610.63		14% ad val. + additional duties
610.66		7% ad val. + additional duties
610.71		12% ad val. + additional duties
610.74		22.5% ad val.
612.31		(2.95¢ per lb.
612.32	**	(1.275¢ per lb. + 22.5% ad val.
612.36		(1.275¢ per lb. + 22.5% ad val.
612.39		(1.7¢ per lb. on copper content + 2¢ per lb.
612.41		(1.275¢ per lb. + 22.5% ad val.
612.44		(1.7¢ per lb. on copper content + 2¢ per lb.
612.45		(1.275¢ per lb. + 15% ad val.
612.50	**	(1.275¢ per lb. + 22.5% ad val.
612.52		(1.275¢ per lb. + 15% ad val.
612.56		(1.275¢ per lb. + 17.5% ad val.
612.60		(2.95¢ per lb.
612.62		(1.7¢ per lb. on copper content + 2¢ per lb.
612.63		(1.275¢ per lb. + 22.5% ad val.
612.64		(1.7¢ per lb. on copper content + 2¢ per lb.
612.80	**	(1.275¢ per lb. + 22.5% ad val.
612.81		(1.7¢ per lb. on copper content + 6¢ per lb.
612.82		(1.275¢ per lb. + 15% ad val.
613.02		(5.2¢ per lb.
613.04		(1.275¢ per lb. + 22.5% ad val.
613.06		(1.275¢ per lb. + 22.5% ad val.
613.08		(1.275¢ per lb. + 15% ad val.
613.10		(1.7¢ per lb. on copper content + 2¢ per lb.
613.11		(1.7¢ per lb. on copper content + 6¢ per lb.
613.12		(1.275¢ per lb. + 15% ad val.
613.15	**	(1.275¢ per lb. + 22.5% ad val.
613.18		(1.275¢ per lb. + 15% ad val.

** These rates, which appear in column 1(a) of the TSUS, apply when the market price of copper is 24¢ or more per pound. The higher rates in column 1(b) of the TSUS apply when such market price is under 24¢ per pound. [Footnote in original.]

618.29	24% ad val.
622.02	Free
622.06	Free
622.10	Free
622.22	0.1¢ per lb. + 12.5% ad val.
624.12	1.5¢ per lb.
624.18	1.5¢ per lb.
624.22	1.5¢ per lb.
624.32	1.5¢ per lb.
624.40	1.5¢ per lb.
624.52	1.5¢ per lb.
626.02	0.7¢ per lb.
626.04	19% ad val.
626.15	19% ad val.
626.20	19% ad val.
626.22	19% ad val.
626.31	0.1¢ per lb.+ 12.5% ad val.
626.35	19% ad val.
626.42	19% ad val.
626.45	19% ad val.
628.05	17% ad val.
628.57	16¢ per lb. on magnesium content + 8% ad val.
629.25	42¢ per lb. on tungsten content + 12.5% ad val.
629.26	21% ad val.
629.28	42¢ per lb. on tungsten content + 25% ad val.
629.29	21% ad val.
629.32	42¢ per lb. on tungsten content + 12.5% ad val.
629.33	25.5% ad val.
629.50	25% ad val.
632.18	10.5% ad val.
632.78	$1 per lb.
632.79	$1 per lb. + 12.5% ad val.
640.05	15% ad val.
640.20	15% ad val.
640.35	13.5% ad val.
642.06	14% ad val.
642.08	20% ad val.
642.10	15% ad val.
642.12	1.1¢ per lb.
642.14	13.5% ad val.
642.16	8.5% ad val.
642.20	19% ad val.

642.50	0.75¢ per sq. ft. + 5% ad val.
642.52	15% ad val.
642.62	2.125¢ per sq. ft. + 5% ad val.
642.64	15% ad val.
642.74	30% ad val.
642.85	1.275¢ per lb. + 13.5% ad val.
642.93	0.05¢ per lb.
644.02	3¢ per lb.
644.17	1.5¢ per lb.
644.20	19% ad val.
644.24	1.275¢ per lb. + 20% ad val.
644.30	19% ad val.
644.36	5.25¢ per lb. + 8% ad val.
644.38	4¢ per lb. + 8% ad val.
644.40	3.25¢ per lb. + 8% ad val.
644.42	2¢ per lb. + 8% ad val.
644.60	40% ad val.
644.95	0.3¢ per 100 sq. in.
646.04	16% ad val.
646.34	16% ad val.
646.41	14% ad val.
646.51	23.5% ad val.
646.53	18% ad val.
646.56	0.3¢ per lb.
646.60	22.5% ad val.
646.74	3¢ per lb.
646.75	23.5% ad val.
646.76	18% ad val.
646.78	19% ad val.
646.82	37.5¢ per doz. + 10% ad val.
646.83	50¢ per doz. + 10% ad val.
646.90	22.5% ad val.
646.97	12.5% ad val.
646.98	15% ad val.
647.01	8.5% ad val.
ex 647.03 40) 60)	19% ad val.
647.05	16% ad val.
647.10	40% ad val.

648.51		7.5% ad val.
648.55		7.5% ad val.
648.57		15% ad val.
648.61		7.5% ad val.
648.63		15% ad val.
648.65		Free
648.75		4¢ each + 8% ad val.
648.93		30% ad val.
649.07		17.5¢ per doz.
649.17		8% ad val.
649.23		30% ad val.
649.26		15% ad val.
649.31		10% ad val.
649.41		6% ad val.
649.43		30% ad val.
649.47		22.5% ad val.
649.48		15% ad val.
649.49		10% ad val.
649.53		30% ad val.
649.83		17.5¢ each + 27.5% ad val.
649.87		17.5¢ each + 27.5% ad val.
649.89		5.5¢ each + 27.5% ad val.
ex 649.91		
	40	37% ad val.
650.01		0.92¢ each + 10% ad val.
650.03		4¢ each + 17.5% ad val.
650.07		2¢ each + 15% ad val.
650.13		4¢ each + 12.5% ad val.
650.15		2¢ each + 12.5% ad val.
650.31		0.92¢ each + 10% ad val.
650.37		1¢ each + 12.5% ad val.
650.43		4¢ each + 12.5% ad val.
650.45		2¢ each + 12.5% ad val.
650.53		21% ad val.
650.56		17% ad val.
650.57		22.5% ad val.
650.61		2¢ each + 12.5% ad val.
650.65		4¢ each + 12.5% ad val.
650.71		2¢ each + 5% ad val.
650.73		8.5% ad val.
650.77		9% ad val.

651.05	Free
651.07	$1 per 1,000 + 34% ad val.
651.13	38% ad val.
651.15	25% ad val.
651.29	30% ad val.
651.33	17% ad val.
651.60	25% ad val.
651.62	40% ad val.
651.64	19% ad val.
651.75	The rate of duty applicable to that article in the set subject to the highest rate of duty
652.03	12% ad val.
652.06	5% ad val.
652.09	20% ad val.
652.12	25% ad val.
652.15	12.5% ad val.
652.21	1¢ per lb.
652.30	0.5¢ per lb.
652.35	19% ad val.
652.36	16% ad val.
652.42	19% ad val.
652.70	17% ad val.
652.72	40% ad val.
652.84	8.5% ad val.
652.86	10% ad val.
652.90	15% ad val.
652.92	10% ad val.
652.95	12.5% ad val.
652.96	11.5% ad val.
653.03	11.5% ad val.
653.05	5.25¢ per lb.
653.07	7.25¢ per lb.
653.25	19% ad val.
653.30	10% ad val.
653.35	10.5% ad val.
653.40	19% ad val.
653.50	12.5% ad val.
653.62	21% ad val.
653.65	40% ad val.
653.80	17% ad val.
653.85	8% ad val.

654.10	3.5¢ per lb. + 17% ad val.
656.05	40% ad val.
656.25	50% ad val.
656.30	20% ad val.
657.20	19% ad val.
657.30	1.275¢ per lb. + 22.5% ad val.
657.35	1.275¢ per lb. + 15% ad val.
657.70	1.5¢ per lb.
657.80	19% ad val.
660.25	8% ad val.
660.30	15% ad val.
660.40	Free
660.42	10% ad val.
660.44	8.5% ad val.
660.46	10% ad val.
660.52	8.5% ad val.
660.54	10% ad val.
660.70	15% ad val.
660.80	20% ad val.
660.92	6% ad val.
660.94	10% ad val.
661.10	14% ad val.
661.12	9.5% ad val.
661.15	10.5% ad val.
661.65	19% ad val.
661.70	12.5% ad val.
662.10	8% ad val.
662.15	15% ad val.
662.25	Free
662.30	18% ad val.
662.35	19% ad val.
664.10	10.5% ad val.
666.10	20% ad val.
666.20	Free
666.25	11.5% ad val.
668.20	12.5% ad val.
668.25	Free
668.34	40% ad val.
668.38	10.5% ad val.
668.50	The rate for the articles of which they are parts
670.02	8% ad val.
670.04	14.5% ad val.
670.06	12% ad val.
670.14	14% ad val.
670.16	13% ad val.
670.17	12% ad val.
670.22	12% ad val.
670.23	10% ad val.
670.29	13% ad val.
670.35	13% ad val.

670.50	13% ad val.
670.52	10% ad val.
670.54	25% ad val.
670.64	75¢ per 1,000 + 20% ad val.
670.70	20% ad val.
670.74	The rate for the machines of which they are parts
670.90	12% ad val.
672.15	10% ad val.
672.20	75¢ per 1,000 + 20% ad val.
672.25	10% ad val
674.10	9% ad val.
674.20	15% ad val.
674.30	20% ad val.
674.35	15% ad val.
674.50	15% ad val.
674.52	20% ad val.
674.53	14% ad val.
674.60	15% ad val.
676.10	12.5% ad val.
676.20	10.5% ad val.
676.50	19% ad val.
676.52	11% ad val.
678.45	12.5% ad val.
678.50	10% ad val.
680.20	1.275¢ per lb. + 18% ad val.
680.33	12% ad val.
680.70	10% ad val.
682.20	50% ad val.
682.25	12.5% ad val.
682.30	12.5% ad val.
682.40	8.5% ad val.
682.50	12.5% ad val.
682.52	10% ad val.
682.55	50% ad val.
682.60	15% ad val.
682.70	16% ad val.
682.80	15% ad val.
682.90	11.5% ad val.
683.20	11.75% ad val.
683.32	12% ad val.
683.60	8.5% ad val.
683.65	8.5% ad val.
683.80	13.75% ad val.
684.20	17% ad val.
684.62	17.5% ad val.
684.70	15% ad val.
685.40	11.5% ad val.
685.50	15% ad val.
685.60	15% ad val.
685.80	12.5% ad val.
685.90	17.5% ad val.
686.10	12.5% ad val.

686.22	8.5% ad val.
686.24	15% ad val.
687.50	30% ad val.
687.60	12.5% ad val.
688.10	20% ad val.
688.12	10% ad val.
688.15	17% ad val.
688.40	11.5% ad val.
692.27	8.5% ad val.
692.30	Free
692.50	10% ad val.
692.55	12% ad val.
694.40	10% ad val.
696.15	12% ad val.
700.10	20% ad val.
700.25	17% ad val.
700.26	34¢ per pair
700.27	5% ad val.
700.53	37.5% ad val.
700.85	25% ad val.
702.10	20% ad val.
702.20	10% ad val.
702.32	$1.20 per doz. + 20% ad val.
702.54	33¢ per lb. + 18% ad val. 1/
702.56	37.5¢ per lb. + 25% ad val. 1/
702.75	25¢ per lb. + 21% ad val. 1/
702.80	37.5¢ per lb. + 21% ad val. 1/
702.85	80¢ ea. + 16% ad val.
703.10	25¢ per lb. + 24% ad val.
703.15	25¢ per lb. + 27.5% ad val.
703.20	55% ad val.
703.25	47.5% ad val.
703.30	40% ad val.
703.40	55% ad val.
703.45	65% ad val.
703.50	40% ad val.
703.60	25% ad val.
703.72	12.5% ad val.
ex 704.10 20	30.5% ad val.
ex 704.45 15	30.5% ad val.
704.50	40% ad val.

704.60	37.5¢ per lb. + 50% ad val. 1/
704.65	37.5¢ per lb. + 25% ad val. 1/
704.70	37.5¢ per lb. + 30% ad val. 1/
704.75	24% ad val.
705.35	15% ad val.
705.40	$5 per doz. pairs
705.42	25% ad val.
705.44	$6 per doz. pairs
705.46	25% ad val.
705.48	$5 per doz. pairs
705.50	25% ad val.
705.52	$7.50 per doz. pairs
705.54	25% ad val.
705.56	$6.50 per doz. pairs
705.58	25% ad val.
705.60	$7 per doz. pairs
705.62	35% ad val.
705.64	30% ad val.
705.66	$6 per doz. pairs
705.68	40% ad val.
705.70	35% ad val.
705.72	$9 per doz. pairs
705.74	25% ad val.
705.76	$8 per doz pairs
705.78	25% ad val.
705.84	10.5% ad val.
705.85	15% ad val.
705.86	35% ad val.
705.90	10.5% ad val.
706.04	14% ad val.
706.05	16% ad val.
ex 706.08 20) 60)	20% ad val.
706.22	20% ad val.
706.23	13.5% ad val.
706.24	40% ad val.
706.30	19¢ per lb. + 15.5% ad val.
706.40	20% ad val.
706.60	20% ad val.
708.01	19% ad val.
708.03	28% ad val.

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708.05	40% ad val.
708.09	42.5% ad val.
708.23	25% ad val.
708.25	40% ad val.
708.29	42.5% ad val.
708.87	20% ad val.
709.09	12.5% ad val.
709.54	10% ad val.
709.57	20% ad val.
710.20	92¢ each + 14% ad val.
710.21	50% ad val.
710.46	10% ad val.
710.60	13.5% ad val.
710.63	22% ad val.
710.72	17.5% ad val.
710.80	15% ad val.
711.37	14% ad val.
711.67	14% ad val.
711.84	14% ad val.
711.98	10% ad val.
712.10	92¢ each + 14% ad val.
712.12	50% ad val.
712.20	15.5% ad val.
712.50	12% ad val.
715.20	$1.15 each + 17.5% ad val. + 7¢ for each jewel, if any
720.21	37.5¢ each + 30% ad val.
720.22	40% ad val.
720.25	20¢ each + 30% ad val.
720.26	30% ad val.
720.28	10¢ each + 20% ad val.
720.29	5¢ each + 20% ad val.
720.33	20% ad val.
720.44	50% ad val.
720.80	The column 1 rate specified in item 720.67 for the plate or plates + 25¢ for each jewel (if any) + 5¢ for each other part or piece (if any), but the total duty on the assembly or sub-assembly shall not exceed the column 1 duty for the complete movement.

720.92	50% ad val.
721.10	12.5% ad val.
722.10	25% ad val.
722.30	25% ad val.
722.52	35% ad val.
722.64	20% ad val.
722.82	19% ad val.
722.83	8.5% ad val.
723.35	7.5% ad val.
724.10	0.96¢ per lin. ft.
724.12	0.8¢ per lin. ft.
724.25	10% ad val.
724.35	0.8¢ per lin. ft.
724.40	2¢ per sq. ft. of recording surface
724.45	12% ad val.
725.02	17% ad val.
725.32	17% ad val.
725.40	17% ad val.
726.52	16% ad val.
726.80	17% ad val.
727.04	17% ad val.
727.06	8.5% ad val.
727.10	18% ad val.
727.30	17% ad val.
727.35	10.5% ad val.
727.45	35% ad val.
727.48	12.5% ad val.
727.55	20% ad val.
ex 727.80 20, 60, 80	20% ad val.
728.05	21% ad val.
728.25	17% ad val.
730.23	75¢ each + 22.5% ad val.
730.25	$2 each + 22.5% ad val.
730.27	$2.40 each + 18% ad val.
730.29	$5 each + 22.5% ad val.
730.31	14% ad val.
730.77	27.5% ad val.
730.80	42% ad val.
730.90	25% ad val.

730.93	18% ad val.
731.15	33% ad val.
731.24	15% ad val.
731.30	35% ad val.
731.42	13.5% ad val.
731.50	25% ad val.
731.60	25% ad val.
732.02	30% ad val.
732.04	$1.875 each
732.06	22.5% ad val.
732.08	30% ad val.
732.10	$3 each
732.12	22.5% ad val.
732.14	22.5% ad val.
732.16	$1.875 each
732.18	11.25% ad val.
732.20	30% ad val.
732.22	$3.75 each
732.24	22.5% ad val.
732.30	30% ad val.
732.32	$1.25 each
732.34	15% ad val.
732.36	30% ad val.
732.52	18% ad val.
732.60	15% ad val.
732.62	12% ad val.
734.15	20% ad val.
734.30	8% ad val.
734.32	16% ad val.
734.34	8% ad val.
ex 734.55	
20)	
60)	15% ad val.
734.60	8% ad val.
734.65	Free
734.70	10% ad val.
734.71	8% ad val.
734.72	15% ad val.
734.75	12.5% ad val.
734.77	15% ad val.
734.80	9% ad val.
734.85	10% ad val.
734.86	11.5% ad val.
734.88	8% ad val.
735.05	15% ad val.
735.09	12% ad val.
735.10	35% ad val.
735.12	15% ad val.
735.20	20% ad val.

737.07	16% ad val.
737.09	19% ad val.
737.15	35% ad val.
737.55	21% ad val.
737.65	20% ad val.
737.90	35% ad val.
740.10	24% ad val.
740.55	35% ad val.
740.60	20% ad val.
741.20	20% ad val.
745.08	10% ad val.
745.30	17% ad val.
745.34	19% ad val.
745.45	19% ad val.
745.50	50% ad val.
745.52	20% ad val.
745.54	16% ad val.
745.60	3.75¢ per lb. (including weight of cards, cartons, and immediate wrappings and labels) + 21% ad val.
745.68	17.5% ad val.
750.05	0.4¢ each + 10% ad val.
750.15	0.8¢ each + 16% ad val.
750.20	17% ad val.
750.40	0.8¢ each + 17% ad val.
750.45	0.8¢ each + 35% ad val.
750.47	0.8¢ each + 10% ad val.
750.75	28% ad val.
750.80	32% ad val.
751.10	25% ad val.
751.11	20% ad val.
751.20	30% ad val.
755.20	32% ad val.
755.30	27% ad val.
755.35	$1 per lb. + 12.5% ad val.
755.40	0.18¢ each
756.15	50% ad val.
756.20	2.5¢ each + 40% ad val.
756.25	2.5¢ each + 20% ad val.
756.55	1¢ each + 15% ad val.
760.32	10¢ per gross
760.42	19% ad val.
765.05	Free
765.10	Free
765.15	Free
765.20	Free

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765.25	Free
766.25	Free
770.30	17% ad val.
770.80	25% ad val.
771.10	Free
771.20	7.5¢ per lb.
771.30	22.5% ad val.
771.42	12.5% ad val.
771.45	17¢ per lb.
771.50	10.5¢ per lb.
772.03	17% ad val.
772.06	21¢ per lb. + 17% ad val.
772.09	17% ad val.
772.15	17% ad val.
772.20	15% ad val.
772.25	17% ad val.
772.30	12.5% ad val.
772.35	12.5% ad val.
772.40	8% ad val.
772.42	12.5% ad val.
772.45	10% ad val.
772.50	Free
772.51	8.5% ad val.
772.54	10% ad val.
772.57	30% ad val.
772.59	Free
772.60	10% ad val.
772.65	8.5% ad val.
772.70	12.5% ad val.
772.80	21¢ per lb. + 17% ad val.
772.85	17% ad val.
772.97	17% ad val.
773.05	17% ad val.
773.10	17% ad val.
773.25	10% ad val.
774.25	12.5% ad val.
774.35	17¢ per lb. + 21% ad val.
774.60	17% ad val.
790.00	32.5% ad val.
790.07	17% ad val.
790.10	12% ad val.
790.25	17% ad val.
790.30	12.5% ad val.
790.47	12.5% ad val.
790.55	20% ad val.
791.19	17% ad val.
791.20	7.5% ad val.
791.25	10% ad val.
791.30	10% ad val.
791.35	10% ad val.
791.50	7.5% ad val.
791.54	14% ad val.

791.60	17.5% ad val.
791.65	20% ad val.
792.20	Free
830.00	Free
840.00	Free
850.10	Free
850.30	Free
851.10	Free
862.10	Free, under bond, (headnote 2)
862.20	Free, under bond, (headnote 2)

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Part II Concessions at Higher Than TSUS Column 1 Rate

111.22	0.25¢ per lb.
111.32	0.5¢ per lb.
121.15	12.5% ad val.
121.56	10% ad val.
ex 121.57 15) 25)	12.5% ad val.
124.25	7.5% ad val.
124.60	22.5% ad val.
124.65	10% ad val.
126.77	1.5¢ per lb.
146.68	10% ad val.
146.70	10% ad val.
155.40	0.03¢ per lb. of total sugars
156.55	7.5% ad val.
161.29	2¢ per lb.
161.61	1.25¢ per lb.
161.84	6¢ per lb.
165.55	20¢ per gal.
166.20	5¢ per gal.
166.30	5¢ per gal.
166.40	5¢ per gal.
168.40	$2.25 per gal.
168.46	$1.50 per gal.
182.55	2¢ per proof gal.
202.54	10% ad val.
203.20	35¢ per lb. + 30% ad val.
203.30	35¢ per lb. + 30% ad val.
204.05	42.5% ad val.
204.25	12.5% ad val.
206.60	16-2/3% ad val.
222.42	42.5% ad val.
222.44	25% ad val.
245.30	30% ad val.
252.30	6¢ per lb. + 7.5% ad val.
252.45	1¢ per lb. + 5% ad val.
252.63	2¢ per lb. + 5% ad val.
252.70	3¢ per lb. + 10% ad val.
252.73	2.5¢ per lb. + 7.5% ad val.
253.20	1.5¢ per lb. + 3.75% ad val.
253.45	4.5¢ per lb. + 10% ad val.
254.20	6¢ per lb. + 7.5% ad val.
254.35	1¢ per lb. + 10% ad val.
254.44	2¢ per lb. + 5% ad val.
254.50	15¢ per lb.

254.58	15¢ per lb.
254.90	15¢ per lb.
256.05	1¢ per lb. + 10% ad val.
256.54	17.5% ad val.
256.58	12.5% ad val.
256.60	20% ad val.
256.70	12.5% ad val.
256.75	42.5% ad val.
256.80	6¢ per lb. + 7.5% ad val.
270.85	5% ad val.
273.40	12.5% ad val.
274.00	15% ad val.
274.05	22.5% ad val.
274.10	15¢ per lb.
274.45	12.5% ad val.
274.60	15¢ per lb.
274.70	12.5% ad val.
274.75	15¢ per lb.
274.90	19% ad val.
305.12	25% ad val.
305.14	25% ad val.
305.16	15% ad val.
305.18	20% ad val.
307.02	10.5¢ per lb.
307.08	17¢ per lb.
307.16	11.5¢ per lb.
307.18	10.5¢ per lb.
307.50	27.75¢ per lb. + 12.5% ad val. 1/
307.52	27.75¢ per lb. + 12.5% ad val. 1/
307.60	34% ad val.
309.43	20% ad val.
309.65	25¢ per lb.
309.75	20% ad val.
346.24	25% ad val.
352.10	50% ad val.
355.35	30% ad val.
355.42	25% ad val.
355.50	12.5% ad val.
358.06	20% ad val.
358.16	30% ad val.
358.60	30% ad val.
360.25	9% ad val.
360.45	25% ad val.
363.02	45% ad val.
ex 363.05 40) 45) 50) 55)	50% ad val.
363.51	17% ad val.
365.80	45% ad val.

365.82	50% ad val.
366.15	35% ad val.
366.24	20% ad val.
366.33	30% ad val.
367.15	33¢ per lb. + 25% ad val. 1/
367.35	25.5% ad val.
372.10	50% ad val.
372.50	25.5% ad val.
373.05	50% ad val.
373.20	25.5% ad val.
374.15	50% ad val.
374.30	50% ad val.
374.35	50% ad val.
378.05	50% ad val.
380.03	50% ad val.
380.06	35% ad val.
380.45	35% ad val.
380.72	25.5% ad val.
382.03	50% ad val.
382.06	35% ad val.
382.39	35% ad val.
382.69	25.5% ad val.
386.10	35% ad val.
388.30	33¢ per lb. + 25% ad val. 1/
389.10	25.5% ad val.
390.12	7.5% ad val.
390.50	7.5% ad val.
417.18	10.5% ad val.
419.20	10.5% ad val.
419.38	10.5% ad val.
420.30	12.5% ad val.
420.36	12.5% ad val.
426.08	10.5% ad val.
426.84	12.5% ad val.
445.20	25¢ per lb.
445.25	30¢ per lb.
452.52	12.5% ad val.
460.10	10% ad val.
461.15	20¢ per lb. + 30% ad val.
465.87	30¢ per lb.
470.15	7.5% ad val.
470.85	7.5% ad val.
473.24	1.275¢ per lb. + 17.5% ad val.
473.30	15% ad val.
473.52	2.25¢ per lb.
473.60	2.1¢ per lb.
474.30	12.5% ad val.

474.40	10% ad val.
474.50	12.5% ad val.
493.18	30¢ per lb.
495.10	22.5% ad val.
512.24	$1.40 per ton
513.34	20¢ per short ton
514.34	12.5% ad val.
517.81	12.5% ad val.
519.84	35¢ per lb. + 30% ad val.
521.81	$1 per ton
521.84	$2 per ton
531.04	15% ad val.
533.14	20¢ per doz. pieces, but not more than 25% ad val.
533.16	20¢ per doz. pieces, but not less than 7.5% ad val.
534.74	20¢ per doz. pieces, but not more than 25% ad val.
534.76	20¢ per doz. pieces, but not less than 7.5% ad val.
535.31	35% ad val.
540.14	7.5% ad val.
540.41	20% ad val.
540.51	30% ad val.
546.13	30% ad val.
546.17	30% ad val.
546.21	30% ad val.
546.25	30% ad val.
546.41	30% ad val.
546.55	30% ad val.
547.53	25% ad val.
548.01	20% ad val.
602.20	0.75¢ per lb. on zinc content
603.60	15% ad val.
603.65	7.5% ad val.
605.06	35% ad val.
605.27	35% ad val.
605.48	32.5% ad val.
605.65	32.5% ad val.
607.02	Additional duty of 65¢ per lb. on molybdenum content in excess of 0.2%
607.04	Additional duty of 50¢ per lb. on vanadium content in excess of 0.1%
608.05	0.625¢ per lb.
608.06	0.625¢ per lb.
608.08	22.5% ad val.
608.10	0.625¢ per lb.
608.16	15% ad val.

608.25	15% ad val.
608.41	15% ad val.
608.45	15% ad val.
608.46	15% ad val.
608.48	0.1¢ per lb. + 15% ad val.
608.50	0.125¢ per lb. + 15% ad val.
608.84	15% ad val.
608.92	1¢ per lb.
609.02	15% ad val.
609.03	15% ad val.
609.04	15% ad val.
609.13	15% ad val.
609.17	22.5% ad val.
609.20	15% ad val.
609.21	15% ad val.
609.22	15% ad val.
609.84	15% ad val.
609.88	15% ad val.
610.65	10% ad val.
610.70	10% ad val.
610.80	22.5% ad val.
612.72	2¢ per lb. on copper content + 15% ad val.
612.73	2¢ per lb. on copper content + 0.1¢ per lb. + 15% ad val.
613.03	7.5¢ per lb.
618.01	3¢ per lb.
618.15	3¢ per lb.
618.17	22.5% ad val.
618.25	3¢ per lb.
618.27	3¢ per lb.
618.42	22.5% ad val.
618.47	22.5% ad val.
620.10	12.5% ad val.
620.12	17.5% ad val.
620.16	22.5% ad val.
620.20	12.5% ad val.
620.22	17.5% ad val.
620.26	22.5% ad val.
620.40	12.5% ad val.
620.42	17.5% ad val.
620.46	22.5% ad val.
620.50	12.5% ad val.
622.15	22.5% ad val.
622.25	22.5% ad val.
622.35	22.5% ad val.
622.40	22.5% ad val.

624.14	15% ad val.
624.20	15% ad val.
624.24	15% ad val.
624.34	15% ad val.
624.42	15% ad val.
624.54	15% ad val.
628.10	22.5% ad val.
628.20	22.5% ad val.
628.30	22.5% ad val.
628.40	22.5% ad val.
628.50	22.5% ad val.
628.95	22.5% ad val.
629.10	22.5% ad val.
629.20	22.5% ad val.
629.65	22.5% ad val.
632.62	22.5% ad val.
632.66	22.5% ad val.
632.84	22.5% ad val.
633.00	22.5% ad val.
640.25	22.5% ad val.
640.30	20% ad val.
640.40	15% ad val.
642.18	17.5% ad val.
642.80	22.5% ad val.
642.82	19% ad val.
642.87	15% ad val.
642.91	22.5% ad val.
642.97	17.5% ad val.
644.18	15% ad val.
644.22	22.5% ad val.
644.26	22.5% ad val.
644.28	2¢ per lb., but not less than 15% nor more than 45%
644.32	22.5% ad val.
646.17	22.5% ad val.
646.22	22.5% ad val.
646.36	22.5% ad val.
646.42	22.5% ad val.
646.47	22.5% ad val.
646.57	22.5% ad val.
646.63	22.5% ad val.
646.72	22.5% ad val.
646.77	19% ad val.
646.80	17.5¢ per doz. + 10% ad val.
646.81	25¢ per doz. + 10% ad val.
646.84	75¢ per doz. + 10% ad val.

646.85		$1.00 per doz. + 10% ad val.
646.86		35¢ per doz. + 10% ad val.
646.87		50¢ per doz. + 10% ad val.
646.88		75¢ per doz. + 10% ad val.
646.89		$1.00 per doz. + 10% ad val.
646.92		19% ad val.
646.95		15% ad val.
ex 647.03		
	20	22.5% ad val.
648.53		22.5% ad val.
648.71		4¢ each + 25% ad val.
648.89		22.5% ad val.
649.14		22.5% ad val.
649.24		15% ad val.

649.27	22.5% ad val.
649.29	15% ad val.
649.32	22.5% ad val.
649.37	15% ad val.
649.39	15% ad val.
649.57	20% ad val.
649.67	20% ad val.
650.05	16¢ each + 35% ad val.
650.09	2¢ each + 25% ad val.
650.11	2¢ each + 17.5% ad val.
650.17	8¢ each + 35% ad val.
650.19	2¢ each + 25% ad val.
650.21	2¢ each + 17.5% ad val.
650.35	16¢ each + 35% ad val.
650.39	2¢ each + 25% ad val.
650.41	2¢ each + 17.5% ad val.
650.47	4¢ each + 25% ad val.
650.49	2¢ each + 17.5% ad val.
650.51	32.5% ad val.
650.55	20% ad val.
650.63	8¢ each + 35% ad val.
650.75	0.25¢ each + 7.5% ad val.
651.03	30% ad val.
651.04	22.5% ad val.
651.09	30% ad val.
651.11	25% ad val.
651.45	10% ad val.
ex 651.47 40	22.5% ad val.
651.49	12.5% ad val.
651.51	20% ad val.
651.53	4.25¢ per lb. + 20% ad val.
651.55	22.5% ad val.
652.18	15% ad val.
652.24	2¢ per lb.
652.33	0.5¢ per lb.
652.38	22.5% ad val.
652.65	15% ad val.
652.75	22.5% ad val.
652.80	22.5% ad val.
652.88	22.5% ad val.
652.93	10% ad val.
652.94	15% ad val.

652.98	22.5% ad val.
653.15	15% ad val.
653.20	22.5% ad val.
653.60	32.5% ad val.
653.90	22.5% ad val.
653.95	22.5% ad val.
654.00	12.5% ad val.
654.05	20% ad val.
654.15	25% ad val.
654.20	22.5% ad val.
656.15	32.5% ad val.
656.35	35% ad val.
657.09	10% ad val.
657.10	10% ad val.
657.15	22.5% ad val.
657.40	22.5% ad val.
657.50	22.5% ad val.
657.60	22.5% ad val.
657.75	15% ad val.
658.00	22.5% ad val.
660.10	15% ad val.
660.15	15% ad val.
660.20	15% ad val.
660.22	15% ad val.
660.35	15% ad val.
660.50	10% ad val.
660.85	15% ad val.
661.20	15% ad val.
661.25	15% ad val.
661.30	22.5% ad val.
661.35	15% ad val.
661.50	20% ad val.
661.55	15% ad val.
661.92	10% ad val.
661.95	15% ad val.
662.20	15% ad val.
662.26	15% ad val.
662.45	15% ad val.
662.50	15% ad val.
664.05	15% ad val.
668.00	15% ad val.
668.02	15% ad val.
668.06	15% ad val.
668.07	15% ad val.
668.15	20% ad val.
670.12	20% ad val.
670.33	20% ad val.
670.40	15% ad val.
670.41	15% ad val.
670.42	15% ad val.

670.43	20% ad val.
672.10	10% ad val.
674.32	15% ad val.
674.40	15% ad val.
674.42	15% ad val.
674.51	10% ad val.
674.55	15% ad val.
674.56	22.5% ad val.
674.70	15% ad val.
674.75	15% ad val.
674.80	22.5% ad val.
674.90	15% ad val.
676.07	15% ad val.
676.15	12.5% ad val.
676.22	15% ad val.
676.23	15% ad val.
676.25	15% ad val.
676.30	15% ad val.
678.20	15% ad val.
678.30	15% ad val.
678.32	15% ad val.
678.35	15% ad val.
678.40	15% ad val.
680.05	22.5% ad val.
680.12	15% ad val.
680.15	15% ad val.
680.22	22.5% ad val.
680.25	15% ad val.
680.27	15% ad val.
680.30	4¢ per lb. + 25% ad val.
680.45	15% ad val.
680.50	22.5% ad val.
680.52	15% ad val.
680.54	22.5% ad val.
680.57	22.5% ad val.
680.60	10% ad val.
680.90	22.5% ad val.
682.10	15% ad val.
683.30	15% ad val.
683.40	35¢ per lb. + 30% ad val.
683.50	15% ad val.
683.90	15% ad val.
683.95	15% ad val.
684.10	15% ad val.
684.40	15% ad val.
684.50	15% ad val.
684.64	17.5% ad val.
685.10	15% ad val.
685.20	10.5% ad val.
685.22	15% ad val.
685.30	15% ad val.
685.32	15% ad val.
685.42	15% ad val.

685.70	15% ad val.
686.50	15% ad val.
687.20	15% ad val.
688.04	17.5% ad val.
688.06	17.5% ad val.
688.25	17.5% ad val.
688.35	22.5% ad val.
690.05	15% ad val.
690.10	15% ad val.
690.15	22.5% ad val.
690.20	15% ad val.
690.35	22.5% ad val.
690.40	15% ad val.
692.10	8.5% ad val.
692.15	15% ad val.
692.22	8.5% ad val.
692.24	10% ad val.
692.35	15% ad val.
692.40	10% ad val.
692.45	15% ad val.
692.60	16% ad val.
694.15	15% ad val.
694.20	15% ad val.
694.50	15% ad val.
696.40	22.5% ad val.
696.50	15% ad val.
696.60	22.5% ad val.
700.20	17% ad val.
ex 700.55 23, 75	35¢ per lb. + 30% ad val.
702.05	35% ad val.
702.90	25.5% ad val.
702.95	50% ad val.
703.05	50% ad val.
703.35	$8.00 per dozen + 12.5% ad val.
703.55	$8.00 per dozen + 12.5% ad val.
703.65	15% ad val.
703.70	35¢ per lb. + 30% ad val.
703.75	22.5% ad val.

704.15	50% ad val.
704.35	50% ad val.
ex 706.08	
40	25% ad val.
706.12	42.5% ad val.
706.14	25% ad val.
708.55	15% ad val.
709.06	22.5% ad val.
709.10	22.5% ad val.
709.11	15% ad val.
709.17	17.5% ad val.
709.21	30% ad val.
709.23	40% ad val.
709.25	30% ad val.
709.40	17.5% ad val.
709.45	15% ad val.
709.50	17.5% ad val.
709.66	17.5% ad val.
710.14	15% ad val.
710.16	22.5% ad val.
710.30	15% ad val.
710.34	15% ad val.
710.50	22.5% ad val.
710.78	22.5% ad val.
711.04	22.5% ad val.
711.25	17% ad val.
711.42	20% ad val.
711.47	12.5% ad val.
711.49	22.5% ad val.
711.55	20% ad val.
711.60	15% ad val.
711.90	45% ad val.
712.15	15% ad val.
720.30	22.5% ad val.
722.42	15% ad val.
722.56	15% ad val.
722.60	22.5% ad val.
722.70	22.5% ad val.
722.72	15% ad val.
722.75	15% ad val.
722.80	22.5% ad val.
722.86	15% ad val.
722.88	35¢ per lb. + 30% ad val.
722.90	22.5% ad val.
722.92	22.5% ad val.
722.94	15% ad val.

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722.96	15% ad val.
724.50	7.5% ad val.
725.34	15% ad val.
725.36	20% ad val.
725.38	10% ad val.
726.25	22.5% ad val.
727.02	15% ad val.
727.40	20% ad val.
727.47	35¢ per lb. + 30% ad val.
728.10	15% ad val.
728.15	12.5% ad val.
730.05	22.5% ad val.
730.63	$2.50 each + 25% ad val.
730.65	$2.00 each + 25% ad val.
730.67	27.5% ad val.
730.81	15% ad val.
730.86	15% ad val.
730.88	22.5% ad val.
731.05	45% ad val.
731.20	55% ad val.
731.22	$1.50 each but not more than 55% ad val.
731.26	40% ad val.
732.50	15% ad val.
734.20	12.5% ad val.
734.25	5¢ per pack + 5% ad val.
734.42	22.5% ad val.
734.45	35¢ per lb. + 30% ad val.
ex 734.50	
90	17% ad val.
734.90	15% ad val.
734.95	22.5% ad val.
734.97	22.5% ad val.
735.15	15% ad val.
737.30	25% ad val.
737.35	25% ad val.
737.45	35% ad val.
737.70	22.5% ad val.
745.04	22.5% ad val.
745.58	22.5% ad val.
748.40	17% ad val.
750.25	22.5% ad val.
750.35	17% ad val.
750.50	40% ad val.
750.55	2¢ each
750.60	10% ad val.

756.10	30% ad val.
756.30	22.5% ad val.
756.45	5¢ each + 15% ad val.
756.52	1¢ each + 15% ad val.
760.12	22.5% ad val.
760.15	22.5% ad val.
760.38	22.5% ad val.
760.65	12.5% ad val.
765.07	10% ad val.
770.10	35¢ per lb. + 30% ad val.
771.05	25¢ per lb.
771.15	7.5% ad val.
771.31	25¢ per lb.
771.35	25¢ per lb.
773.30	12.5% ad val.
790.03	22.5% ad val.
790.50	35¢ per lb. + 30% ad val.
791.45	7.5% ad val.
791.75	15% ad val.
791.90	17.5% ad val.
792.10	15% ad val.
792.40	12.5% ad val.
793.00	7.5% ad val.

1/ Subject to the substance of the special note appended to the concession on former tariff paragraph 1102 (b) (raw wool) in the existing Schedule XX, 1947. See line reference 8, page 15, U.S.-RTS Document 3, Consolidated Existing Schedule XX.

2/ Crude petroleum and certain products thereof are subject to import quotas proclaimed pursuant to section 2 of P.L. 464, 83rd Congress as amended (19USC 1352 a).

N.B. The foregoing concessions are subject to the pertinent general notes appearing at the end of the existing Schedules XX annexed to the General Agreement on Tariffs and Trade.

[Footnotes in original.]

ANNEX II

GENERAL AGREEMENT ON TARIFFS AND TRADE
Article XXVIII Renegotiations of Schedule XX

UNITED STATES COMPENSATORY CONCESSIONS TO THE UNITED KINGDOM

GENERAL NOTES

1. The provisions of this Schedule are subject to the pertinent notes appearing at the end of Schedule XX (Geneva-1947) [1] annexed to the General Agreement on Tariffs and Trade, as authenticated at Geneva on October 30, 1947.

2. The bracketed language in the description column of this Schedule has been inserted only in order to clarify the scope of the numbered concession items, and such language is not itself intended to describe articles on which concessions have been granted.

3. For the purpose of applying the one-year intervals provided for in the rate columns in this Schedule:

(a) The rate of duty specified in any rate column relating to an item shall be considered as being in effect even though there is being applied to an article provided for under such item either no duty or a lower rate of duty; and

(b) There shall be excluded any time during which a rate of duty higher than that specified in a rate column relating to an item is being applied to an article provided for under such item.

4. In the event that the staging of a concession is interrupted pursuant to paragraph 3(b), the United States shall afford the United Kingdom, and any other contracting party which has a substantial interest as an exporter of the product concerned, an opportunity for consultations or negotiations with a view to reaching agreement on a mutually satisfactory adjustment of the balance of concessions under the General Agreement. If agreement is not reached in such consultations or negotiations, the United Kingdom or any other substantially interested contracting party shall be free to suspend, modify, or withdraw substantially equivalent concessions initially negotiated with the United States.

B N

J. E. C.

[1] TIAS 1700; 61 Stat. (pt. 5) A1361–A1362.

ANNEX II—COMPENSATORY CONCESSIONS

Part A

TSUS item	Description	Rates of duty, effective January 1, --				
		1966	1967 [1]	1968 [1]	1969 [1]	1970 [1]
	Aircraft and spacecraft, and parts thereof:					
	[Balloons and airships]					
	[Gliders]					
	[Kites, and parts thereof]					
	[Airplanes]					
	[Spacecraft]					
694. 60	Other parts	9% ad val.	9% ad val.	8% ad val.	8% ad val.	7. 5% ad val.

Part B

TSUS item	Description	Rates of duty, effective May 1, --				
		1966	1967 [1]	1968 [1]	1969 [1]	1970 [1]
	Articles not specially provided for, of unspun fibrous vegetable materials:					
222. 60	Of one or more of the materials bamboo, rattan, willow, or chip	24% ad val.	23% ad val.	22% ad val.	21% ad val.	20% ad val.
	Shaped refractory and heat-insulating articles not specially provided for, and structures of refractory or heat-insulating articles:					
531. 37	Porcelain and subporcelain refractory articles	40% ad val.	36% ad val.	31% ad val.	27% ad val.	22. 5% ad val.
	Articles not specially provided for:					
792. 60	Of ivory	11% ad val.	11% ad val.	10% ad val.	9% ad val.	8% ad val.

[1] Subject to General Note 3(b) to this Schedule. [Footnote in original.]

SUDAN

Agricultural Commodities[1]

Agreement amending the agreements of November 14, 1961, and January 31, 1963.
Effected by exchange of notes
Signed at Khartoum January 12 and 18, 1966;
Entered into force January 18, 1966.

The American Ambassador to the Sudanese Minister of Foreign Affairs

EMBASSY OF THE
UNITED STATES OF AMERICA
Khartoum, January 12, 1966

EXCELLENCY:

I have the honor to refer to the Agricultural Commodities Agreements between the Government of the Republic of the Sudan and the Government of the United States of America signed on November 14, 1961, and January 31, 1963,[2] and propose that Article II of each agreement be amended by deleting in paragraph B "15 percent" and inserting "5 percent" and by deleting in paragraph C "35 percent" and inserting "45 percent."

It is proposed that this Note and your reply concurring therein shall constitute an agreement between the two governments to enter into force on the date of your reply.

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

W. H. WEATHERSBY

His Excellency
Sayed MOHAMMED IBRAHIM KHALIL,
Minister of Foreign Affairs,
Khartoum.

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[1] See also TIAS 5994; *post*, p. 502.
[2] TIAS 4910, 5495; 12 UST 3107; 14 UST 1831.

The Sudanese Minister of Foreign Affairs to the American Ambassador

THE REPUBLIC OF THE SUDAN

Teleg. Address:
(KHARIJIA) KHARTOUM

Ministry of Foreign Affairs
P.O. Box 873,
Khartoum,
Sudan.

Ref. No./MFA Eco/64.A.3.A

JANUARY 18, 1966.

EXCELLENCY,

I have the honour to refer to Your Excellency's Note of January 12, 1966 regarding the Agricultural Commodities Agreements between the Government of the United States of America and the Government of the Republic of the Sudan signed on November 14, 1961 and January 31, 1963.

It gives me great pleasure to intimate the concurrence of the Government of the Republic of the Sudan to the amendment of Article 11 of each agreement by deleting in paragraph b "15 per cent" and inserting "5 per cent" and by deleting in paragraph C "35 per cent" and inserting "45 per cent" I also confirm that Your Excellency's note and this letter shall constitute an agrement between our two Governments to enter into force on this day the Eighteenth of January 1966.

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

M. I. KHALIL

Mohammad Ibrahim Khalil
Minister of Foreign Affairs of the Republic of the Sudan.

His Excellency Mr. WILLIAM H. WEATHERSBY,
Ambassador of the United States of America,
Khartoum.

MEXICO

Weather Stations: Continuation of Cooperative Meteorological Program

Agreement effected by exchange of notes
Signed at México February 4, 1966;
Entered into force February 4, 1966;
Operative January 1, 1966.
With memorandum of understanding.

The American Ambassador to the Mexican Secretary of Foreign Relations

No. 1153

EXCELLENCY:

I have the honor to refer to the Cooperative Meteorological Program between the Government of the United States of America and the Government of the United Mexican States for the establishment and operation of surface and upper air observation stations in Mexico and to the various Agreements between our two Governments regarding the Program, the most recent of which was effected by exchange of notes on February 14, 1964.[1]

Considering the mutual benefits derived from the Cooperative Meteorological Program, I have the honor to propose its continuation beyond December 31, 1965, upon the following terms:

1. Name of the Program. The program to be carried out under the present Agreement shall be known as "The Mexican-United States Cooperative Meteorological Program."

2. Cooperating Agencies. The Cooperating Agencies shall be (1) for the Government of the United States of America, the Environmental Science Services Administration, Department of Commerce, hereinafter referred to as the "United States Cooperating Agency," and (2) for the Government of the United Mexican States, the Directorate General of Geography and Meteorology, Department of Agriculture and Animal Husbandry, hereinafter referred to as the "Mexican Cooperating Agency."

3. General Purposes. The general purposes of the present Agreement shall be as follows:

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[1] TIAS 5540; 15 UST 204.

(A) To provide for the establishment, operation, and maintenance of meteorological stations at locations in Mexican territory that are suitable from the technical standpoint and selected by mutual arrangement between the Cooperating Agencies, in accordance with paragraph 8 of this Agreement, for the purpose of securing data by systematic observations of meteorological conditions at the earth's surface and in the upper air, and such special meteorological observations as may be needed for research or in potential or actual emergency situations resulting from meteorological phenomena.

(B) To provide for the daily exchange of surface and upper-air observations between the two Cooperating Agencies for use in their respective countries in the preparation of weather forecasts, including hurricane warnings, and in meeting the needs of international aviation.

4. Title to Property. Title to all personal property purchased with funds supplied by the United States Cooperating Agency shall remain vested in the United States Cooperating Agency, and title to all personal property acquired by the Mexican Cooperating Agency shall remain vested in the Mexican Cooperating Agency.

5. Payments. All expenses incident to the obligations assumed by the United States Cooperating Agency shall be paid directly by the Government of the United States of America, and all expenses incident to the obligations assumed by the Mexican Cooperating Agency shall be paid directly by the Government of the United Mexican States.

6. Exemption from Duties and Taxes.

(A) All supplies and equipment brought into Mexico by the Government of the United States of America for the purposes of this Agreement shall be free of taxes and customs duties.

(B) The Government of the United Mexican States will grant the functionaries of the Government of the United States of America who are citizens of that country and commissioned by its government for work related to the present Agreement the same treatment regarding taxes as is established in Article III of the existing Consular Convention between the United States of America and Mexico, signed on August 12, 1942.[1] The Government of the United Mexican States will also grant such functionaries and the members of their families who are nationals of the United States of America the same treatment with regard to customs duties as is established in Article IV of said Consular Convention.

7. Liabilities. Functionaries and employees of the Cooperative Meteorological Program whose salaries are paid by the United States Cooperating Agency shall be considered as being solely functionaries and employees of the United States Cooperating Agency. The Mexican Cooperating Agency and its functionaries and employees

[1] TS 985; 57 Stat. 804.

shall be held harmless from any liability whatsoever resulting from the use of station equipment, including vehicles, by the functionaries and employees of the United States Cooperating Agency. Functionaries and employees whose salaries are paid by the Mexican Cooperating Agency shall be considered as being solely functionaries and employees of the Mexican Cooperating Agency. The United States Cooperating Agency and its functionaries and employees shall be held harmless from any liability whatsoever resulting from the use of station equipment, including vehicles, by the functionaries and employees of the Mexican Cooperating Agency.

8. Technical Specifications Concerning Operation. The technical details necessary for carrying out the program are set forth in the attached Memorandum of Understanding between the Cooperating Agencies, which has been approved by our two Governments and shall, therefore, become operative on the same date the present Agreement becomes operative.

Any additions to or changes in the attached Memorandum of Understanding, which may be mutually agreed upon by the Cooperating Agencies, shall enter into force when approved through diplomatic channels by the Government of the United States of America and the Government of the United Mexican States.

Meteorological stations established in the territory of the United Mexican States and meteorological work carried out in that territory shall always be under the direction and authority of the Mexican functionaries.

9. Term. The present Agreement shall remain in force until December 31, 1968. It shall be subject to termination by either Government by giving to the other Government notice in writing sixty days in advance.

I have the honor to propose that this note and Your Excellency's reply concurring in the proposals contained herein shall constitute an Agreement between our two Governments, which shall enter into force on the date of your reply, and shall be considered as having been operative as of January 1, 1966.

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

FULTON FREEMAN

Enclosure:
Memorandum of Understanding

EMBASSY OF THE UNITED STATES OF AMERICA,
Mexico, D. F., February 4, 1966.

MEMORANDUM OF UNDERSTANDING

The Directorate General of Geography and Meteorology, of the Department of Agriculture and Animal Husbandry, hereinafter referred to as the Mexican Cooperating Agency, and the Environmental Science Services Administration, Department of Commerce, hereinafter referred to as the United States Cooperating Agency, agree to the following in accordance with paragraph 8 of the Agreement relating to the Mexican-United States Cooperative Meteorological Program to which the present Memorandum of Understanding is an annex:

1. Conduct of Work:

The meteorological observations provided for by this Memorandum of Understanding, and those which the two Cooperating Agencies may subsequently agree upon, shall be carried out by the Mexican Cooperating Agency with such advice and assistance from the United States Cooperating Agency as is described herein and as may subsequently be agreed between the two Agencies.

2. Specific Undertakings on the Part of the Mexican Cooperating Agency:

The Mexican Cooperating Agency agrees:

A) To provide the personnel (other than those indicated in 3 F) of this Memorandum) and the office quarters and services, including water supply, electric light and power, and telephone, for the maintenance and operation of the meteorological stations listed in 2 B) of this Memorandum.

B) To make and report in accordance, as appropriate, with the recommendations of the World Meteorological Organization and the provisions of the technical manuals of the United States Cooperating Agency, the routine observations required by the meteorological program set forth below and, in addition, such special meteorological observations as may be needed for research or in potential or actual emergency situations resulting from meteorological phenomena:

Program of Observations

	Station	0000GMT	0600 GMT	1200GMT	1800 GMT
1)	Chihuahua	RWS	P	RWS	P
2)	Empalme (Guaymas)	RWS	P	RWS	P
3)	Guadalajara	P*/(P)	(P)	P*/(P)	(P)
4)	Guadalupe	RWS*/P	P	RWS*/P	P
5)	La Paz	P	P	P	P
6)	Merida	RWS	(P)	RWS	(P)
7)	Monclova	P	P	P	P
8)	Monterrey	RWS	(P)	RWS	(P)
9)	Mazatlan	RWS	(P)	RWS*	(P)
10)	Soto la Marina	P	P	P	P
11)	Tacubaya (Mexico City)	RWS	(P)	RWS*	(P)
12)	Torreon	P	P	P	P
13)	Veracruz	RWS	(P)	RWS*	(P)

Notes: (a) RWS denotes a rawinsonde observation to be made at the time indicated.

(b) P denotes a pilot balloon observation to be made at the time indicated.

(c) The observations shown with brackets are being made at present by another agency of the Mexican Government under arrangements which are outside the purview of this Memorandum. RWS*/P indicates that pilot balloon observations are to be made until rawinsonde observations are introduced.

(d) The observations marked with an asterisk (*) are not being undertaken at the date of signing of this Memorandum, but will be introduced, when additional supplies and personnel become available in accordance with a schedule to be agreed between the two Cooperating Agencies. P*/(P) indicates that pilot balloon observations presently being taken by another agency of the Mexican Government will eventually be taken by the Mexican Cooperating Agency.

C) To provide necessary maintenance for the inflation buildings at the stations at Merida, Mazatlan, Tacubaya, and Veracruz.

D) To provide at each of the stations at Chihuahua, Empalme (Guaymas), and Monterrey working space for the United States electronics technician and space for the storage of meteorological equipment and supplies.

E) To provide an office for the United States technical representative, and space for the storage of meteorological equipment and supplies, at the headquarters of the Mexican Cooperating Agency.

F) To service and operate any telecommunications equipment which may be provided by the United States Cooperating Agency for the expeditious and reliable collection and transmission of reports of observations from the stations listed in paragraph 2 B) of this Memorandum and to provide, maintain, and operate any additional telecommunications facilities required for the same purpose.

G) To transmit, by telecommunications facilities, the reports of all the observations specified in paragraph 2 B) of this Memorandum, as soon as practicable, to such United States Meteorological Telecommunications Centers as may be agreed by the two Cooperating Agencies, for further international distribution.

H) To provide the United States Cooperating Agency with copies of the rawinsonde and pilot balloon records, on such forms as may be agreed by the two Cooperating Agencies, and to make available to the United States Cooperating Agency, for reference purposes, the rawinsonde graphs.

I) To provide the United States Cooperating Agency with copies of any tables of data, papers, or studies published by the Mexican Cooperating Agency in which appear data derived from the observations of the stations listed in paragraph 2 B) of this Memorandum.

J) To assign a Mexican meteorological technician to supervise and coordinate the program in close cooperation with the United States technical representative assigned in accordance with paragraph 3 E) of this Memorandum and to provide the administrative and financial support for the necessary periodical visits (which should not be less than two per annum to each station) by this technician to the stations listed in paragraph 2 B) of this Memorandum.

3. Specific Undertakings on the Part of the United States Cooperating Agency:

The United States Cooperating Agency agrees:

A) To provide, install, and maintain the meteorological equipment and supplies, including radio tracking and recording equipment, radomes, generators and chemicals for producing hydrogen gas, standby electric power generators, radiosondes, balloons, parachutes, and forms, necessary for the maintenance and operation of the meteorological stations listed in paragraph 2 B) of this Memorandum.

B) To provide, install, and maintain at each of the stations at Chihuahua, Empalme (Guaymas), and Monterrey a prefabricated temporary and removable structure for housing the inflation and tracking facilities, to which structures the United States Cooperating Agency shall retain title as personal property.

C) To provide and install at Mexico City a 2½ KW single side band radio transmitter for the purpose of transmitting reports of the observations specified in paragraph 2 B) of this memorandum to a United States meteorological telecommunications center and to

provide all spare parts and replacement parts required for the maintenance of this equipment.

D) To pay for the transportation from the United States to the Mexican meteorological stations listed under paragraph 2 B) of this Memorandum, of the equipment and supplies included in paragraphs 3 A), 3 B), and 3 C) above.

E) To assign a United States technical representative to the headquarters of the Mexican Cooperating Agency to assist in the carrying out of the Cooperative Program and to provide the administrative and financial support for the necessary periodical visits (which should not be less than two per annum to each station) by this technical representative to the stations listed in paragraph 2 B) of this Memorandum.

F) To assign a United States electronics technician to each of the cooperative stations in Chihuahua, Empalme (Guaymas), and Monterrey for the maintenance of the equipment and the training of personnel under the general direction of the United States technical representative.

4. Participation on the part of either Cooperating Agency in the program provided for under this Memorandum shall be subject to the availability of funds appropriated by the legislative body of the Government concerned.

5. This Memorandum of Understanding shall be considered in force from January 1, 1966.

MEXICO, D.F., *February 4, 1966*

FULTON FREEMAN

For the Environmental Science Services Administration, Department of Commerce of the United States of America.

J MAS

For the Directorate General of Geography and Meteorology, Department of Agriculture and Animal Husbandry of the United Mexican States.

The Mexican Secretary of Foreign Relations to the American Ambassador

SECRETARIA DE RELACIONES EXTERIORES
ESTADOS UNIDOS MEXICANOS
MEXICO

500666 MÉXICO, D.F., *a 4 de febrero de 1966.*

SEÑOR EMBAJADOR:

Tengo el honor de acusar a Vuestra Excelencia recibo de su atenta nota número 1153 fechada el día de hoy, que en su traducción al español dice lo siguiente:

"Tengo el honor de hacer referencia al Programa de Cooperación Meteorológica entre el Gobierno de los Estados Unidos de América y el Gobierno de los Estados Unidos Mexicanos para el establecimiento y operación de estaciones de observación de superficie y de la alta atmósfera en México, y a los diversos Acuerdos entre nuestros dos Gobiernos relativos al Programa, el último de los cuales fué celebrado mediante canje de notas el 14 de febrero de 1964.

Tomando en cuenta los beneficios mutuos que se han derivado del Programa de Cooperación Meteorológica, tengo el honor de proponer su continuación después del 31 de diciembre de 1965, con base en los siguientes términos:

1. Nombre del Programa. El Programa que se llevará a cabo conforme al presente Acuerdo, será conocido como Programa de Cooperación Meteorológica México-Estados Unidos.

2. Dependencias de Cooperación. Las Dependencias de Cooperación serán 1) por el Gobierno de los Estados Unidos de América, la Administración de Servicios de Ciencia Ambiental, Departamento de Comercio, que de aquí en adelante se denominará "Dependencia de Cooperación de los Estados Unidos", y 2) por el Gobierno de los Estados Unidos Mexicanos, la Dirección General de Geografía y Meteorología de la Secretaría de Agricultura y Ganadería, que de aquí en adelante se denominará "Dependencia de Cooperación de México".

3. Propósitos Generales. Los propósitos generales del presente Acuerdo son los siguientes:

(A) Proveer el establecimiento, operación y mantenimiento de estaciones meteorológicas en sitios adecuados, desde el punto de vista técnico, del territorio mexicano, designados por mutuo entendimiento entre las Dependencias de Cooperación, conforme a lo establecido en el párrafo 8 del presente Acuerdo, con el propósito de obtener datos mediante observaciones sistemáticas de las condiciones meteorológicas en la superficie terrestre y en la alta atmósfera, y aquellas observaciones meteorológicas especiales que puedan necesitarse para investigaciones y también en casos de emergencia potencial o actual, que resulten de fenómenos meteorológicos.

(B) Proveer el intercambio diario de las observaciones en la superficie y en la alta atmósfera entre las dos Dependencias de Cooperación para uso de sus respectivos países en la preparación de pronósticos del tiempo, incluyendo avisos de huracanes, y para satisfacer las necesidades de la aviación internacional.

4. Títulos de Propiedad. El título de propiedad de toda pertenencia mueble adquirida con fondos suministrados por la Dependencia de Cooperación de los Estados Unidos continuará correspondiendo a la Dependencia de Cooperación de los Estados Unidos, y el título de propiedad de toda pertenencia mueble adquirida por la Dependencia de Cooperación de México continuará correspondiendo a la Dependencia de Cooperación de México

5. Pagos. Todas las erogaciones que se deriven de las obligaciones asumidas por la Dependencia de Cooperación de los Estados Unidos serán pagadas directamente por el Gobierno de los Estados Unidos de América, y todas las erogaciones que se deriven de las obligaciones asumidas por la Dependencia de Cooperación de México serán pagadas directamente por el Gobierno de los Estados Unidos Mexicanos.

6. Franquicias de Derechos e Impuestos.

(A) Los materiales y equipos introducidos a México por el Gobierno de los Estados Unidos de América para los fines de este Acuerdo, estarán libres de impuestos y derechos aduanales.

(B) El Gobierno de los Estados Unidos Mexicanos concederá a los funcionarios del Gobierno de los Estados Unidos de América, que sean ciudadanos de ese país y comisionados por su Gobierno para trabajos relacionados con el presente Acuerdo, el mismo tratamiento con respecto a impuestos que el establecido en el Artículo III de la Convención Consular vigente firmada el 12 de agosto de 1942 entre México y los Estados Unidos de América. Además, el Gobierno de los Estados Unidos Mexicanos concederá a tales funcionarios y a los miembros de sus familias que sean nacionales de los Estados Unidos de América, el mismo tratamiento con respecto a derechos aduanales que el establecido en el Artículo IV de dicha Convención Consular.

7. Responsabilidades. Los funcionarios y emleados del Programa de Cooperación Meteorológica cuyos sueldos sean cubiertos por la Dependencia de Cooperación de los Estados Unidos, serán considerados como funcionarios y empleados exclusivos de la Dependencia de Cooperación de los Estados Unidos. La Dependencia de Cooperación de México y sus funcionarios y empleados serán exonerados de cualquier responsabilidad que se derive por el uso del equipo de las estaciones, incluyendo los vehículos, por los funcionarios y empleados de la Dependencia de Cooperación de los Estados Unidos. Los funcionarios y empleados cuyos sueldos sean cubiertos por la Dependencia de Cooperación de México serán considerados como

funcionarios y empleados exclusivos de la Dependencia de Cooperación de México. La Dependencia de Cooperación de los Estados Unidos y sus funcionarios y empleados serán exonerados de cualquier responsabilidad que se derive por el uso del equipo de las estaciones, incluyendo los vehículos, por los funcionarios y empleados de la Dependencia de Cooperación de México.

8. Especificaciones Técnicas de Operación. Los detalles técnicos necesarios para llevar a cabo el Programa, están especificados en el anexo Memorándum de Entendimiento entre las Dependencias de Cooperación, el cual ha sido aprobado por nuestros dos Gobiernos y por consiguiente entrará en vigor en la misma fecha del presente Acuerdo.

Cualesquier adición o reforma al anexo Memorándum de Entendimiento, que lleguen a ser acordadas por las Dependencias de Cooperación entrarán en vigor cuando sean aprobadas, a través de los conductos diplomáticos, por los Gobiernos de los Estados Unidos Mexicanos y de los Estados Unidos de América.

Las estaciones meteorológicas que se establezcan en el territorio de los Estados Unidos Mexicanos y los trabajos meteorológicos que se realicen en el mismo territorio estarán siempre bajo la dirección y autoridad de los funcionarios mexicanos.

9. Vigencia. El Presente Acuerdo permanecerá vigente hasta el 31 de diciembre de 1968. Cualquiera de los dos Gobiernos puede darlo por terminado mediante notificación por escrito al otro Gobierno, con 60 días de anticipación.

Tengo el honor de proponer que esta nota y la nota de respuesta de Vuestra Excelencia indicando conformidad con las propuestas que aquí se exponen, constituirán un Acuerdo entre nuestros dos Gobiernos, que entrará en vigor en la fecha de la nota de respuesta a Vuestra Excelencia; y se considerará que ha surtido efectos desde el 1o. de enero de 1966".

En respuesta a la atenta nota de Vuestra Excelencia arriba transcrita, tengo el agrado de comunicarle que el Gobierno de México acepta los términos de la misma y por lo tanto, la nota número 1153 de Vuestra Excelencia y la presente, constituyen un Acuerdo entre ambos Gobiernos para la continuación del Programa de Cooperación Meteorológica México-Estados Unidos, que substituye al de 14 de febrero de 1964.

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

ANTONIO CARRILLO FLORES

Excelentísimo señor FULTON FREEMAN,
Embajador Extraordinario y Plenipotenciario
de los Estados Unidos de América,
Ciudad.

MEMORANDUM DE ENTENDIMIENTO [1]

La Dirección General de Geografía y Meteorología de la Secretaría de Agricultura y Ganadería, que en lo sucesivo se denominará Dependencia de Cooperación de México, y la Administración de Servicios de Ciencia Ambiental, Departamento de Comercio, a la que en lo sucesivo se denominará Dependencia de Cooperación de los Estados Unidos, convienen en lo siguiente, de conformidad con el inciso 8 del Acuerdo relativo al Programa de Cooperación Meteorológica México-Estados Unidos del que es Anexo el presente Memorándum de Entendimiento.

1. Realización del trabajo: Las observaciones meteorológicas estipuladas en el presente Memorándum de Entendimiento y aquéllas que posteriormente convengan las dos Dependencias de Cooperación serán realizadas por la Dependencia de Cooperación de México con la asesoría y ayuda de la Dependencia de Cooperación de los Estados Unidos previstas en el presente Memorándum, y tal como posteriormente convengan las dos Dependencias.

2. Compromisos específicos por parte de la Dependencia de Cooperación de México:

La Dependencia de Cooperación de México conviene en:

A) Suministrar el personal (fuera de las personas estipuladas en el párrafo 3 F de este Memorándum), y las oficinas y los servicios necesarios, incluyendo agua, luz y energía electrica, y teléfono, para el mantenimiento y operación de las estaciones meteorológicas enumeradas en el párrafo 2 B) de este Memorándum.

B) Llevar a cabo y transmitir, siguiendo en lo apropiado las recomendaciones de la Organización Meteorológica Mundial y las disposiciones de los Manuales Técnicos de la Dependencia de Cooperación de los Estados Unidos, las observaciones rutinarias requeridas por el programa meteorológico enseguida especificado y, adicionalmente, aquellas observaciones meteorológicas especiales que puedan necesitarse para investigaciones y también en casos de emergencia, potencial o actual, a causa de fenómenos meteorológicos:

[1] For the English language text, see *ante*, p. 316.

Programa de Observaciones.

Estación	0000GMT	0600 GMT	1200GMT	1800 GMT
1) Chihuahua	RWS	P	RWS	P
2) Empalme (Guaymas)	RWS	P	RWS	P
3) Guadalajara	P*/(P)	(P)	P*/(P)	(P)
4) Guadalupe	RWS*/P	P	RWS*/P	P
5) La Paz	P	P	P	P
6) Mérida	RWS	(P)	RWS	(P)
7) Monclova	P	P	P	P
8) Monterrey	RWS	(P)	RWS	(P)
9) Mazatlán	RWS	(P)	RWS*	(P)
10) Soto la Marina	P	P	P	P
11) Tacubaya (Ciudad de México)	RWS	(P)	RWS*	(P)
12) Torreón	P	P	P	P
13) Veracruz	RWS	(P)	RWS*	(P)

NOTAS: (a) RWS significa una observación de radiosondeo-viento que se hará a la hora indicada.

(b) P significa una observación con globo piloto que se hará a la hora indicada.

(c) Las observaciones indicadas entre paréntesis se realizan actualmente por otra Dependencia del Gobierno mexicano bajo arreglos que quedan fuera del alcance del presente Memorándum. P*/(P) significa que las observaciones de globo piloto que actualmente son llevadas a cabo por otra agencia del Gobierno Mexicano serán eventualmente llevadas a cabo por la Dependencia de Cooperación de México.

(d) Las observaciones marcadas con un asterisco (*) no se están llevando a cabo en la fecha de la firma del presente Memorándum, pero serán introducidas a medida que se disponga de suministros y personal adicionales, de acuerdo con un horario que será acordado entre las dos Dependencias de Cooperación. RWS*/P significa que se harán observaciones de globo piloto hasta cuando sean introducidas observaciones con radiosondeo-viento.

C) Proveer el mantenimiento necesario para los edificios de inflación en las estaciones en Mérida, Mazatlán, Tacubaya y Veracruz.

D) Proporcionar en cada una de las estaciones de Chihuahua, Empalme (Guaymas) y Monterrey oficina para el trabajo del técnico en electrónica de los Estados Unidos y local para el almacenamiento del equipo y suministros meteorológicos.

E) Proporcionar oficina para el representante técnico de los Estados Unidos y local para el almacenamiento del equipo y suministros meteorológicos en la oficina central de la Dependencia de Cooperación de México.

F) Mantener y operar cualquier equipo de telecomunicaciones que sea proporcionado por la Dependencia de Cooperación de los Estados Unidos para el cómputo y la transmisión, rápidos y eficaces de los informes de observaciones de las estaciones especificadas en el párrafo 2 B) de este Memorándum, y de proporcionar, mantener y operar cualesquiera facilidades adicionales de telecomunicaciones que se requieran para el mismo fin.

G) Transmitir, mediante facilidades de telecomunicaciones, los informes de todas las observaciones estipuladas en el párrafo 2 B) de este Memorándum, tan pronto como sea factible, a aquellos Centros de Telecomunicaciones Meteorológicas de los Estados Unidos, según convengan las dos Dependencias de Cooperación, para ulterior distribución internacional.

H) Suministrar a la Dependencia de Cooperación de los Estados Unidos, en las formas que sean convenidas entre las dos Dependencias de Cooperación, copias de los registros de radiosondeo-viento, así como de las de globo piloto, y poner a disposición de la Dependencia de Cooperación de los Estados Unidos las gráficas de radiosondeo-viento para su consulta.

I) Proporcionar a la Dependencia de Cooperación de los Estados Unidos copia de todo cuadro de datos, escrito, o estudio que publique la Dependencia de Cooperación de México, en que aparezcan datos derivados de las observaciones hechas en las estaciones especificadas en el párrafo 2 B) de este Memorándum.

J) Adscribir un técnico mexicano en meteorología para supervisar y coordinar el programa en estrecha cooperación con el representante técnico de los Estados Unidos nombrado de acuerdo con el párrafo 3 E) de este Memorándum, y proporcionar el apoyo administrativo y financiero para las visitas periódicas (que deberán ser a lo menos dos por año a cada estación) por este técnico a las estaciones enumeradas en el párrafo 2 B) de este Memorándum.

3. Compromisos específicos por parte de la Dependencia de Cooperación de los Estados Unidos:

La Dependencia de Cooperación de los Estados Unidos conviene en:

A) Proporcionar, instalar y mantener el equipo y suministros meteorológicos, incluyendo equipo rastreador y de grabación, cúpulas, generadores y artículos químicos para la producción de gas de hidrógeno, generadores eléctricos de emergencia, radiosondas, globos, paracaídas y formas, necesarios para el mantenimiento y la operación de las estaciones meteorológicas enumeradas en el párrafo 2 B) de este Memorándum.

B) Proporcionar, instalar, y mantener en cada una de las estaciones en Chihuahua, Empalme (Guaymas), y Monterrey una estructura prefabricada, interina y removible, para albergar los equipos de inflación y rastreo, estructuras de las cuales la Dependencia de Cooperación de los Estados Unidos retendrá título como pertenencia mueble.

C) Proporcionar e instalar en la Ciudad de México una transmisora de radio de banda unilateral de 2½ Kw. para el propósito de transmitir informes de las observaciones enumeradas en el párrafo 2 B) de este Memorándum a un centro de telecomunicaciones meteorológicas de los Estados Unidos, y proporcionar todas las refacciones y piezas de reemplazo requeridas para el mantenimiento de este equipo.

D) Pagar el transporte del equipo y los suministros incluídos en los párrafos 3 A), 3 B) y 3 C) anteriores, desde los Estados Unidos a las estaciones meteorológicas mexicanas enumeradas en el párrafo 2 B) del presente Memorándum.

E) Asignar un representante técnico de los Estados Unidos para las Oficina Centrales de la Dependencia de Cooperación de México a efecto de que ayude a la realización del programa de cooperación, y proporcionar el apoyo administrativo y financiero para las visitas periódicas (que deberán ser a lo menos dos por año a cada estación) por este representante técnico a las estaciones enumeradas en el párrafo 2 B) de este Memorándum.

F) Asignar a un técnico en electrónica de los Estados Unidos para cada una de las estaciones de cooperación en Chihuahua, Empalme (Guaymas) y Monterrey para el mantenimiento del equipo y el adiestramiento del personal, bajo la dirección general del representante técnico de los Estados Unidos en la ciudad de México.

4. La participación de cualquiera de las Dependencias de Cooperación en el programa previsto en el presente Memorándum estará sujeta a la disponibilidad de fondos que asigne el Poder Legislativo del respectivo Gobierno.

5. Se considerará que el presente Memorándum de Entendimiento surte efectos desde el 1o. de enero de 1966.

MÉXICO, D.F., *a 4 de febrero de 1966.*

Por la Dirección General de Geografía y Meteorología de la Secretaría de Agricultura y Ganadería de los Estados Unidos Mexicanos.

J MAS

Ing. Juan Mas Sinta.

Por la Administración de Servicios de Ciencia Ambiental, Departamento de Comercio, de los Estados Unidos de América.

FULTON FREEMAN

Embajador Fulton Freeman.

Translation

DEPARTMENT OF FOREIGN RELATIONS
UNITED MEXICAN STATES
MEXICO

500666 MEXICO, D.F., *February 4, 1966*

MR. AMBASSADOR:

I have the honor to acknowledge receipt of your Excellency's note No. 1153 of this date, which reads as follows in Spanish translation:

[For the English language text see *ante*, p. 313.]

In reply to Your Excellency's note transcribed above, I am happy to inform you that the Government of Mexico accepts the terms thereof; accordingly, Your Excellency's note No. 1153 and this note shall constitute an agreement between the two Governments for the continuation of the Mexican-United States Cooperative Meteorological Program, which will supersede the Agreement of February 14, 1964.

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

ANTONIO CARRILLO FLORES

His Excellency
FULTON FREEMAN,
Ambassador Extraordinary and Plenipotentiary
of the United States of America,
City.

PARAGUAY

Alien Amateur Radio Operators

Agreement effected by exchange of notes
Signed at Asunción March 18, 1966;
Entered into force March 18, 1966.

The American Ambassador to the Paraguayan Minister of Foreign Relations

No. 353 ASUNCIÓN, *March 18, 1966.*

EXCELLENCY:

I have the honor to refer to conversations between representatives of the Government of the United States of America and representatives of the Government of the Republic of Paraguay relating to the possibility of concluding an agreement between the two Governments with a view to the reciprocal granting of authorizations to permit licensed amateur radio operators of either country to operate their stations in the other country, in accordance with the provisions of Article 41 of the international Radio Regulations, Geneva, 1959.[1] It is proposed that an agreement with respect to this matter be concluded as follows:

1. An individual who is licensed by his Government as an amateur radio operator and who operates an amateur radio station licensed by such Government shall be permitted by the other Government, on a reciprocal basis and subject to the conditions stated below, to operate such station in the territory of such other Government.
2. The individual who is licensed by his Government as an amateur radio operator shall, before being permitted to operate his station as provided for in paragraph 1, obtain from the appropriate administrative agency of the other Government an authorization for that purpose.
3. The appropriate administrative agency of each Government may issue an authorization, as prescribed in paragraph 2, under such conditions and terms as it may prescribe, including the right of cancellation at the convenience of the issuing Government at any time.

Upon receipt of a reply note from Your Excellency indicating the concurrence of the Government of the Republic of Paraguay, it will

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[1] TIAS 4893; 12 UST 2633.

be considered that this note and the reply note constitute an agreement between the two Governments, such agreement to be in force as of the date of the reply note and to be subject to termination by either Government giving six months' notice, in writing, of its intention to terminate.

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

WILLIAM P. SNOW

His Excellency
Dr. RAÚL SAPENA PASTOR,
Minister of Foreign Relations,
Asunción.

The Paraguayan Minister of Foreign Relations to the American Ambassador

MINISTERIO DE RELACIONES EXTERIORES

ASUNCIÓN, *18 de marzo de 1966*

SEÑOR EMBAJADOR:

Tengo a honra dirigirme a Vuestra Excelencia con el objeto de acusar recibo a su nota de esta misma fecha, N° 353, cuyo texto es el siguiente:

"Excelencia: Tengo el honor de hacer referencia a las conversaciones mantenidas entre representantes del Gobierno de la República del Paraguay y del Gobierno de los Estados Unidos de América referentes a la posibilidad de concluir un convenio entre los dos gobiernos con miras a la concesión recíproca de autorizaciones para permitir a los radio operadores aficionados licenciados, de ambos países, operar sus estaciones en el otro país, de acuerdo con las disposiciones del Artículo 41 de los Reglamentos Internacionales de Radio, Ginebra 1959. Se propone concluir el siguiente convenio sobre este asunto:

1. Un individuo que tenga licencia de radio operador aficionado concedida por su Gobierno y que opere una estación de radio aficionado bajo licencia de dicho Gobierno será autorizado por el otro Gobierno en una base recíproca y estará sujeto a las condiciones que se establecen más abajo a los efectos de operar dicha estación en el territorio del otro Gobierno.

2. El individuo que cuente con una licencia de radio operador otorgada por su Gobierno obtendrá, antes de que se le permita operar su estación según se establece en el Párrafo 1, una autorización a tal fin de la agencia administrativa correspondiente.

3. La agencia administrativa correspondiente de cada Gobierno puede extender una autorización, según lo prescrito en el Párrafo 2, bajo los términos y condiciones que pueda prescribir, inclusive el derecho de cancelación en cualquier momento, a conveniencia del Gobierno otorgante.

Al recibo de una respuesta de Su Excelencia indicando la concurrencia del Gobierno de la República del Paraguay, se considerará que ésta y la nota de respuesta constituyen un convenio entre los dos gobiernos el cual entrará en vigor en la fecha de la nota de respuesta y estará sujeto a ser terminado por cualquiera de los dos gobiernos mediante una notificación por escrito de su intención de terminarlo, pasada con seis meses de anticipación.

Acepte, Excelencia, las renovadas seguridades de mi más alta consideración".

En respuesta, me es grato expresar a Vuestra Excelencia que el Gobierno de mi país concuerda con el contenido de vuestra nota precedentemente transcripta, y por consiguiente, la misma y la presente nota constituyen un Acuerdo entre nuestros Gobiernos sobre la materia.

Hago propicia la oportunidad para reiterar a Vuestra Excelencia las seguridades de mi distinguida consideración.

[SEAL] RAÚL SAPENA PASTOR

A Su Excelencia
Don WILLIAM P. SNOW
Embajador Extraordinario y Plenipotenciario de los Estados Unidos de América en el Paraguay
Ciudad

Translation

MINISTRY OF FOREIGN RELATIONS

ASUNCIÓN, *March 18, 1966*

MR. AMBASSADOR:

I have the honor to acknowledge the receipt of Your Excellency's note No. 353 of this date, the text of which reads as follows:

[For the English language text see *ante*, p. 328.]

In reply, I take pleasure in informing Your Excellency that the Government of my country agrees to the contents of your note transcribed above, and, consequently, your note and this one in reply constitute an agreement between our Governments on this matter.

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

[SEAL] RAÚL SAPENA PASTOR

His Excellency
WILLIAM P. SNOW,
Ambassador Extraordinary and Plenipotentiary of the United States of America in Paraguay,
Asunción.

CEYLON

Investment Guaranties

Agreement effected by exchange of notes
Signed at Colombo February 23, 1966;
Entered into force February 23, 1966.

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

COLOMBO, *February 23, 1966*

EXCELLENCY:

I have the honor to refer to conversations which have recently taken place between representatives of our two governments relating to investments in Ceylon which further the development of the economic resources and productive capacities of Ceylon and to guaranties of such investments by the Government of the United States of America. I also have the honor to confirm the following understandings reached as a result of those conversations:

1. When nationals of the Government of the United States of America (the Guaranteeing Government) propose to invest with the assistance of guaranties issued pursuant to this Agreement in a project or activity within the territorial jurisdiction of the Government of Ceylon, the two Governments shall, upon the request of either, consult respecting the nature of the project or activity and its contribution to economic and social development in Ceylon.

2. The procedures set forth in this Agreement shall apply only with respect to guaranteed investments in projects or activities approved by the Host Government.

3. If the Guaranteeing Government makes payment to any investor under a guaranty issued pursuant to the present Agreement, the Host Government shall, subject to the provisions of the following paragraph, recognize the transfer to the Guaranteeing Government of any currency, credits, assets, or investment on account of which payment under such guaranty is made as well as the succession of the Guaranteeing Government to any right, title, claim, privilege, or cause of action existing, or which may arise, in connection therewith.

4. To the extent that the laws of the Host Government partially or wholly invalidate the acquisition of any interests in any property within its national territory by the Guaranteeing Government, the

Host Government shall permit such investor and the Guaranteeing Government to make appropriate arrangements pursuant to which such interests are transferred to an entity permitted to own such interests under the laws of the Host Government. The Guaranteeing Government shall assert no greater rights than those of the transferring investor under the laws of the Host Government with respect to any interests transferred or succeeded to as contemplated in paragraph 3. The Guaranteeing Government does, however, reserve its rights to assert a claim in its sovereign capacity in the eventuality of a denial of justice or other question of state responsibility as defined in international law.

5. Amounts in the lawful currency of the Host Government and credits thereof acquired by the Guaranteeing Government under such guaranties shall be accorded treatment neither less nor more favorable than that accorded to funds of nationals of the Guaranteeing Government deriving from investment activities like those in which the investor has been engaged, and such amounts and credits shall be freely available to the Guaranteeing Government to meet its expenditures in the national territory of the Host Government.

6. (a) Differences between the two Governments concerning the interpretation of the provisions of this Agreement shall be settled, insofar as possible, through negotiations between the two Governments. If such a difference cannot be resolved within a period of three months following the request for such negotiations, it shall be submitted, at the request of either Government, to an ad hoc arbitral tribunal for settlement in accordance with the applicable principles and rules of public international law. The arbitral tribunal shall be established as follows: Each Government shall appoint one arbitrator; these two arbitrators shall designate a President by common agreement who shall be a citizen of a third State and be appointed by the two Governments. The arbitrators shall be appointed within two months and the President within three months of the date of receipt of either Government's request for arbitration. If the foregoing time limits are not met, either Government may, in the absence of any other agreement, request the President of the International Court of Justice to make the necessary appointment or appointments, and both Governments agree to accept such appointment or appointments. The arbitral tribunal shall decide by majority vote. Its decision shall be binding. Each of the Governments shall pay the expense of its member and its representation in the proceedings before the arbitral tribunal; the expenses of the President and the other costs shall be paid in equal parts by the two Governments. The arbitral tribunal may adopt other regulations concerning the costs. In all other matters, the arbitral tribunal shall regulate its own procedures.

(b) Any claim, arising out of investments guaranteed in accordance with this Agreement, against either of the two Governments, which, in the opinion of the other, presents a question of public inter-

national law shall, at the request of the Government presenting the claim, be submitted to negotiations. If at the end of three months following the request for negotiations the two Governments have not resolved the claim by mutual agreement, the claim, including the question of whether it presents a question of public international law, shall be submitted for settlement to an arbitral tribunal selected in accordance with paragraph (a) above. The arbitral tribunal shall base its decision exclusively on the applicable principles and rules of public international law. Only the respective Governments may request the arbitral procedure and participate in it.

7. This agreement shall continue in force until six months from the date of receipt of a note by which one Government informs the other of an intent no longer to be a party to the Agreement. In such event, the provisions of the Agreement with respect to guaranties issued while the Agreement was in force shall remain in force for the duration of those guaranties, in no case longer than twenty years, after the denunciation of the agreement.

8. This Agreement shall enter into force on the date of the note by which the Host Government communicates to the Guaranteeing Government that the Agreement has been approved in conformity with the Host Government's constitutional procedures.

Upon receipt of a note from Your Excellency indicating that the foregoing provisions are acceptable to the Government of Ceylon, the Government of the United States of America will consider that this note and your reply thereto constitute an Agreement between our two Governments on this subject, the Agreement to enter into force in accordance with paragraph 8 above.

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

CECIL B. LYON.

Cecil B. Lyon

His Excellency
Dr. GAMANI COREA
Permanent Secretary
Ministry of Planning and Economic Affairs
Colombo

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

Telephone 7138 4216 2926
Telegrams SECMINPLAN
My No. CA/US/24.
Your No.
MINISTRY OF PLANNING & ECONOMIC AFFAIRS
P. O. Box 598
Central Bank Building
(9th Floor)
Colombo 1
23rd February, 1966.

YOUR EXCELLENCY,

INVESTMENT GUARANTEE AGREEMENT

I have the honour to acknowledge receipt of your letter dated 23rd February, 1966, which reads as follows:–

"I have the honor to refer to conversations which have recently taken place between representatives of our two governments relating to investments in Ceylon which further the development of the economic resources and productive capacities of Ceylon and to guaranties of such investments by the Government of the United States of America. I also have the honor to confirm the following understandings reached as a result of those conversations:

1. When nationals of the Government of the United States of America (the Guaranteeing Government) proposed to invest with the assistance of guaranties issued pursuant to this Agreement in a project or activity within the territorial jurisdiction of the Government of Ceylon, the two Governments shall, upon the request of either, consult respecting the nature of the project or activity and its contribution to economic and social development in Ceylon.

2. The procedures set forth in this Agreement shall apply only with respect to guaranteed investments in projects or activities approved by the Host Government.

3. If the Guaranteeing Government makes payment to any investor under a guaranty issued pursuant to the present Agreement, the Host Government shall, subject to the provisions of the following paragraph, recognize the transfer to the Guaranteeing Government of any currency, credits, assets, or investment on account of which payment under such guaranty is made as well as the succession of the Guaranteeing Government to any right, title, claim, privilege, or cause of action existing, or which may arise, in connection therewith.

4. To the extent that the laws of the Host Government partially or wholly invalidate the acquisition of any interests in any property

within its national territory by the Guaranteeing Government, the Host Government shall permit such investor and the Guaranteeing Government to make appropriate arrangements pursuant to which such interests are transferred to an entity permitted to own such interests under the laws of the Host Government. The Guaranteeing Government shall assert no greater rights than those of the transferring investor under the laws of the Host Government with respect to any interests transferred or succeeded to as contemplated in paragraph 3. The Guaranteeing Government does, however, reserve its rights to assert a claim in its sovereign capacity in the eventuality of a denial of justice or other question of state responsibility as defined in international law.

5. Amounts in the lawful currency of the Host Government and credits thereof acquired by the Guaranteeing Government under such guaranties shall be accorded treatment neither less nor more favorable than that accorded to funds of nationals of the Guaranteeing Government deriving from investment activities like those in which the investor has been engaged, and such amounts and credits shall be freely available to the Guaranteeing Government to meet its expenditures in the national territory of the Host Government.

6. (a) Differences between the two Governments concerning the interpretation of the provisions of this Agreement shall be settled, insofar as possible, through negotiations between the two Governments. If such a difference cannot be resolved within a period of three months following the request for such negotiations, it shall be submitted, at the request of either Government, to an ad hoc arbitral tribunal for settlement in accordance with the applicable principles and rules of public international law. The arbitral tribunal shall be established as follows: Each Government shall appoint one arbitrator; these two arbitrators shall designate a President by common agreement who shall be a citizen of a third State and be appointed by the two Governments. The arbitrators shall be appointed within two months and the President within three months of the date of receipt of either Government's request for arbitration. If the foregoing time limits are not met, either Government may, in the absence of any other agreement, request the President of the International Court of Justice to make the necessary appointment or appointments, and both Governments agree to accept such appointment or appointments. The arbitral tribunal shall decide by majority vote. Its decision shall be binding. Each of the Governments shall pay the expense of its member and its representation in the proceedings before the arbitral tribunal; the expenses of the President and the other costs shall be paid in equal parts by the two Governments. The arbitral tri-

bunal may adopt other regulations concerning the costs. In all other matters, the arbitral tribunal shall regulate its own procedures.

(b) Any claim, arising out of investments guaranteed in accordance with this Agreement, against either of the two Governments, which, in the opinion of the other, presents a question of public international law shall, at the request of the Government presenting the claim, be submitted to negotiations. If at the end of three months following the request for negotiations the two Governments have not resolved the claim by mutual agreement, the claim, including the question of whether it presents a question of public international law, shall be submitted for settlement to an arbitral tribunal selected in accordance with paragraph (a) above. The arbitral tribunal shall base its decision exclusively on the applicable principles and rules of public international law. Only the respective Governments may request the arbitral procedure and participate in it.

7. This Agreement shall continue in force until six months from the date of receipt of a note by which one Government informs the other of an intent no longer to be a party to the Agreement. In such event, the provisions of the Agreement with respect to guaranties issued while the Agreement was in force shall remain in force for the duration of those guaranties, in no case longer than twenty years after the denunciation of the agreement.

8. This Agreement shall enter into force on the date of the note by which the Host Government communicates to the Guaranteeing Government that the Agreement has been approved in conformity with the Host Government's constitutional procedures.

Upon receipt of a note from Your Excellency indicating that the foregoing provisions are acceptable to the Government of Ceylon, the Government of the United States of America will consider that this note and your reply thereto constitute an Agreement between our two Governments on this subject, the Agreement to enter into force in accordance with paragraph 8 above.

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

2. I confirm that the foregoing provisions are acceptable to the Government of Ceylon and that your letter of 23rd February, 1966, and this reply thereto constitute an Agreement between our two Governments on this subject. I further confirm that this Agreement has been approved in conformity with the Ceylon Government's constitutional procedure.

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

GAMANI COREA.

(Gamani Corea)
Permanent Secretary to the Ministry of Planning and Economic Affairs.

His Excellency CECIL B. LYON,
Ambassador for the United States of America,
The American Embassy,
Colombo.

MALTA

Maritime Matters: Extension of Visit of Vessels for Repair Services

Agreement amending the agreement of January 15, 1966.
Effected by exchange of notes
Signed at Valletta February 25 and March 4, 1966;
Entered into force March 4, 1966.

The American Ambassador to the Maltese Secretary, Ministry of Commonwealth and Foreign Affairs

P-132 VALLETTA, *February 25, 1966.*

SIR:

I have the honor to refer to the exchange of notes dated January 15, 1966[1] between the Embassy of the United States of America and the Ministry of Commonwealth and Foreign Affairs concerning the deployment of United States naval vessels to Malta for the purpose of making repairs and serving as repair vessels.

In that exchange of notes the Government of Malta authorized the entry of United States naval vessels to Grand Harbor for the purposes and under the conditions stated in the exchange of notes during the period of approximately January 17 to March 15, 1966.

My Government has notified me that it would be desirable to extend the visit of the repair ship CADMUS and other naval vessels from March 15 until April 1, 1966. Accordingly I have the honor to request that your Government agree to such an extension.

I also recall that in paragraph (f) of the previous exchange of notes, and in particular in the Ministry's note of January 15, 1966, it was agreed that the provisions of the Visiting Forces Act, 1952, An Act of the United Kingdom Parliament, as extended to Malta by the Visiting Forces Act (Application to Colonies) Order, 1954, as amended, will have effect with respect to the Force and to the members thereof. Since the Visiting Forces Act, 1952, has now been superseded by the Visiting Forces Act, 1966, (Act No. XVIII of 1966), I have the honor further to propose that paragraph (f) of the exchange of notes of January 15, 1966 be considered amended to substitute the "Visiting Forces Act, 1966" for the "Visiting Forces Act, 1952".

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[1] TIAS 5956; *ante*, p. 51.

If the foregoing is acceptable to the Government of Malta, I have the honor to propose that this note and your note in reply confirming acceptance will constitute a correct record of the understanding reached between our two governments regarding this matter.

Accept, Sir, the assurances of my highest consideration.

GEORGE J. FELDMAN

Mr. FREDERICK E. AMATO-GAUCI,
Secretary,
Ministry of Commonwealth and Foreign Affairs,
Valletta.

The Maltese Secretary, Ministry of Commonwealth and Foreign Affairs to the American Ambassador

VIRTUTE ET CONSTANTIA

MINISTRY OF COMMONWEALTH
AND FOREIGN AFFAIRS
The Old Chancellery,
Palace Square,
Valletta, MALTA

4 MARCH, 1966.

YOUR EXCELLENCY,

I have the honour to acknowledge the receipt of your note No. P-132 of the 25th of February, 1966 which reads as follows:

"I have the honour to refer to the exchange of notes dated January 15, 1966 between the Embassy of the United States of America and the Ministry of Commonwealth and Foreign Affairs concerning the deployment of United States naval vessels to Malta for the purpose of making repairs and serving as repair vessels.

"In that exchange of notes the Government of Malta authorized the entry of United States naval vessels to Grand Harbour for the purposes and under the conditions stated in the exchange of notes during the period of approximately January 17 to March 15, 1966.

"My Government has notified me that it would be desirable to extend the visit of the repair ship CADMUS and other naval vessels from March 15 until April 1, 1966. Accordingly I have the honour to request that your Government agree to such an extension.

"I also recall that in paragraph (f) of the previous exchange of notes, and in particular in the Ministry's note of January 15, 1966, it was agreed that the provisions of the Visiting Forces Act, 1952, an Act of the United Kingdom Parliament, as extended to Malta by the Visiting Forces Act (Application to Colonies) Order, 1954, as amended, will have effect with respect to the Force and to the members thereof. Since the Visiting Forces Act, 1952, has now been superseded by the Visiting Forces Act, 1966, (Act No. XVIII of

1966), I have the honour further to propose that paragraph (f) of the exchange of notes of January 15, 1966 be considered amended to substitute the "Visiting Forces Act, 1966" for the "Visiting Forces Act, 1952".

"If the foregoing is acceptable to the Government of Malta, I have the honour to propose that this note and your note in reply confirming acceptance will constitute a correct record of the understanding reached between our two governments regarding this matter.

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

I have the honour to inform you that the foregoing is acceptable to the Government of Malta and I accordingly confirm that my Government agrees to the extension of the visit of the repair ship CADMUS and other U.S. naval vessels from March 15th until April the 1st, 1966. I also confirm that paragraph (f) of this Ministry's note dated January 15th, 1966, should be considered amended by the substitution of the expression "Visiting Forces Act 1966" for the expression "Visiting Forces Act 1952, an Act of the United Kingdom Parliament, as extended to Malta by the Visiting Forces Act (Application to Colonies) Order, 1954, as amended". I finally confirm that your note as quoted above and this note in reply will constitute a correct record of the understanding reached between our respective Governments regarding this matter.

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

F E. AMATO-GAUCI

(F. E. Amato-Gauci)
Secretary

His Excellency
Mr GEORGE J. FELDMAN,
Ambassador of the United States of America.

TIAS 5980

VIET-NAM

Agricultural Commodities

Agreement amending the agreement of March 21, 1966.
Effected by exchange of notes
Signed at Saigon April 2, 1966;
Entered into force April 2, 1966.

The American Deputy Ambassador to the Vietnamese Minister of Foreign Affairs

EMBASSY OF THE
UNITED STATES OF AMERICA
Saigon, April 2, 1966.

No. 226

EXCELLENCY:

I have the honor to refer to the Agricultural Commodities Agreement between our two Governments signed on March 21, 1966[1] and to propose that:

1. The Agreement be further amended[2] by substituting the following for the commodity table in Paragraph 1 of Article I:

COMMODITY	EXPORT MARKET VALUE (MILLIONS)
RICE	$27.42
WHEAT FLOUR	4.81
TOBACCO	7.87
SWEETENED CONDENSED MILK	15.40
EVAPORATED MILK	.10
DRY WHOLE MILK	.23
NONFAT DRY MILK	.46
COTTON	12.21
TOTAL	$68.50

2. The Notes exchanged on March 21, 1966, relating to the Agreement to be further amended by substituting "$1,370,000" for "$1,046,200" and "$650,000" for "$520,000" in numbered Paragraph 1.

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[1] TIAS 5968; *ante*, p. 129; *and* TIAS 5995, 6062, 6145; *post*, pp. 512, 1042, 2055; also see TIAS 6177; *post*, pt. 2.

[2] Should read "1. The Agreement be amended".

62-803 O-67—23

If the foregoing is acceptable to Your Excellency's Government, I have the honor to propose that this Note and your reply concurring therein shall constitute an agreement between our two Governments to enter into force on the date of your reply.

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

WILLIAM G. PORTER

His Excellency
TRAN VAN DO
Minister of Foreign Affairs
Saigon

The Vietnamese Minister of Foreign Affairs to the American Ambassador

RÉPUBLIQUE DU VIÊTNAM

MINISTÈRE DES AFFAIRES ÉTRANGÈRES

No. 1563-TTK/EF/NC

SAIGON, *April 2, 1966.*

EXCELLENCY,

I have the honour to acknowledge receipt of your Note No. 226 dated April 2, 1966 reading as follows:

"I have the honor to refer to the Agricultural Commodities Agreement between our two Governments signed on March 21, 1966 and to propose that:

1. The Agreement be further amended by substituting the following for the commodity table in Paragraph 1 of Article I:

COMMODITY	EXPORT MARKET VALUE (MILLIONS)
RICE	$27.42
WHEAT FLOUR	4.81
TOBACCO	7.87
SWEETENED CONDENSED MILK	15.40
EVAPORATED MILK	.10
DRY WHOLE MILK	.23
NONFAT DRY MILK	.46
COTTON	12.21
TOTAL	$68.50

2. The Notes exchanged on March 21, 1966, relating to the Agreement to be further amended by substituting "$1,370,000" for "$1,046,200" and "$650,000" for "$520,000" in numbered Paragraph 1.

If the foregoing is acceptable to Your Excellency's Government, I have the honor to propose that this Note and your reply concurring therein shall constitute an agreement between our two Governments to enter into force on the date of your reply."

I further have the honour to confirm to Your Excellency that the Government of the Republic of Viet-Nam accepts the above proposed amendments and that your Note and this reply shall constitute an agreement between our two Governments, to enter into force on the date of April 2, 1966.

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

Dr. TRẦN VĂN ĐỖ
Minister of Foreign Affairs

His Excellency
Mr. HENRY CABOT LODGE
Ambassador Extraordinary
and Plenipotentiary of the
United States of America
Saigon

GREECE

Air Transport Services

Agreement amending the agreement of March 27, 1946.
Effected by exchange of notes
Signed at Athens February 7, 1966;
Entered into force February 7, 1966.

The American Ambassador to the Greek Under Secretary of Foreign Affairs

No. 7 ATHENS, *February 7, 1966.*

EXCELLENCY:

I have the honor to refer to the consultations held between our two Delegations in Athens, from November 16 to November 20, 1965, and to confirm our agreement that paragraph B of the Annex to the Air Transport Agreement between our two Governments signed on March 27, 1946,[1] be modified, in accordance with Article IX of the Agreement, as follows:

> B. Airlines of Greece authorized under the present Agreement are accorded rights of transit and non-traffic stop in United States territory, as well as the right to pick up and discharge international traffic in passengers, cargo and mail at New York on the following route or routes:
>
> Greece, via intermediate points, to New York, in both directions.
>
> It is understood that points on any of the specified routes of Greece or of the United States may be omitted on any or all of the flights by the designated airlines of Greece and the United States at their option.

I have the honor to inform you that the Government of the United States of America has taken note of the declaration of intention on the part of the Government of Greece to apply for the rights of Greek airlines to operate at a later date to points beyond New York. The Government of the United States of America reserves its position on the possible future granting of such rights, which would have to be justified in terms of the potential traffic between Greece and the point

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[1] TIAS 1626; 61 Stat. (pt. 3) 2941.

or points concerned and the balance of economic opportunities accruing to the two parties as a result of the Air Transport Agreement. However, in accordance with the terms of Article IX of the Agreement, the Government of the United States of America stands ready to consult at any time should the Government of Greece call for consultations to seek a modification of the routes set forth in the Annex to the Agreement.

I have the honor to propose that this note and Your Excellency's reply confirming the foregoing on behalf of the Government of Greece shall constitute an agreement between our two Governments which shall enter into force on the date of your reply.

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

PHILLIPS TALBOT

His Excellency
THEOCHARIS RENDIS,
Under Secretary of Foreign Affairs,
Ministry of Foreign Affairs,
Athens.

The Greek Under Secretary of Foreign Affairs to the American Ambassador

MINISTÈRE ROYAL
DES AFFAIRES ÉTRANGÈRES

ATHENS *February 7, 1966*

EXCELLENCY:

I have the honour to refer to your Excellency's note of February 7, 1966, which reads as follows:

"I have the honour to refer to the consultations held between our two Delegations in Athens, from November 16 to November 20, 1965, and to confirm our agreement that paragraph B of the Annex to the Air Transport Agreement between our two Governments signed on March 27, 1946, be modified, in accordance with Article IX of the Agreement, as follows:

"B. Airlines of Greece authorized under the present Agreement are accorded rights of transit and non-traffic stop in United States territory, as well as the right to pick up and discharge international traffic in passengers, cargo and mail at New York on the following route or routes:

"Greece, via intermediate points, to New York in both directions.

"It is understood that points on any of the specified routes of Greece or the United States may be omitted on any or all of the flights by the designated airlines of Greece and the United States at their option.

"I have the honour to inform you that the Government of the United States of America has taken note of the declaration of intention on the part of the Government of Greece to apply for the rights of Greek airlines to operate at a later date to points beyond New York. The Government of the United States of America reserves its position on the possible future granting of such rights, which would have to be justified in terms of the potential traffic between Greece and the point or points concerned and the balance of economic opportunities accruing to the two parties as a result of the Air Transport Agreement. However, in accordance with the terms of Article IX of the Agreement, the Government of the United States of America stands ready to consult at any time should the Government of Greece call for consultations to seek a modification of the routes set forth in the Annex to the Agreement."

I have the honour to confirm the Foregoing on behalf of the Government of Greece and to inform you that my Government considers that your note and this reply constitute an agreement between our two Governments which enters into force on the date of this note.

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

T K Rendis

Theocharis K, Rendis
Under Secretary of State

BRITISH HONDURAS

Investment Guaranties

Agreement signed at Belize February 8, 1966;
Entered into force February 8, 1966.

TEXT OF THE AGREEMENT BETWEEN THE GOVERNMENTS OF THE UNITED STATES OF AMERICA AND BRITISH HONDURAS OR BELIZE RELATING TO UNITED STATES GOVERNMENT INVESTMENT GUARANTIES.

Agreement signed at Belize City, February 8, 1966
Entered into force February 8, 1966

INVESTMENT GUARANTEE AGREEMENT

The Government of the United States of America (the "Guaranteeing Government") and the Government of British Honduras or Belize (the "Host Government"), with the consent of Her Majesty's Government in the United Kindgom;

Seeking to encourage private investments in projects which will contribute to the development of the Host Country's economic resources and productive capacities through investment guaranties issued by the Guaranteeing Government,

Have agreed as follows:

1. When nationals of the Guaranteeing Government propose to invest with the assistance of guaranties issued pursuant to this Agreement in a project or activity within the territorial jurisdiction of the Host Government, the two Governments shall, upon the request of either, consult respecting the nature of the project or activity and its contribution to economic and social development of the Host Country.

2. The procedures set forth in this Agreement shall apply only with respect to guaranteed investments in projects or activities approved by the Host Government.

3. If the Guaranteeing Government makes payment to any investor under a guaranty issued pursuant to the present Agreement, the Host Government shall, subject to the provisions of the following paragraph, recognize the transfer to the Guaranteeing Government of any

currency, credits, assets, or investment on account of which payment under such guaranty is made as well as the succession of the Guaranteeing Government to any right, title, claim, privilege, or cause of action existing, or which may arise, in connection therewith.

4. To the extent that the laws of the Host Government partially or wholly invalidate the acquisition of any interests in any property within its national territory by the Guaranteeing Government, the Host Government shall permit such investor and the Guaranteeing Government to make appropriate arrangements pursuant to which such interests are transferred to an entity permitted to own such interests under the laws of the Host Government. The Guaranteeing Government shall assert no greater rights than those of the transferring investor under the laws of the Host Government with respect to any interests transferred or succeeded to as contemplated in paragraph 3. The Guaranteeing Government does, however, reserve its rights to assert a claim in its sovereign capacity in the eventuality of a denial of justice or other question of state responsibility as defined in international law.

5. Amounts in the lawful currency of the Host Government and credits thereof acquired by the Guaranteeing Government under such guaranties shall be accorded treatment neither less nor more favorable than that accorded to funds of nationals of the Guaranteeing Government deriving from investment activities like those in which the investor has been engaged, and such amounts and credits shall be freely available to the Guaranteeing Government to meet its expenditures in the national territory of the Host Government.

6. (a) Differences between the two Governments concerning the interpretation of the provisions of this Agreement shall be settled, insofar as possible, through negotiations between the two Governments. If such a difference cannot be resolved within a period of three months following the request for such negotiations, it shall be submitted, at the request of either Government, to an ad hoc arbitral tribunal for settlement in accordance with the applicable principles and rules of public international law. The arbitral tribunal shall be established as follows: Each Government shall appoint one arbitrator; these two arbitrators shall designate a President by common agreement who shall be a citizen of a third State and be appointed by the two Governments. The arbitrators shall be appointed within two months and the President within three months of the date of receipt of either Government's request for arbitration. If the foregoing time limits are not met, either Government may, in the absence of any other agreement, request the President of the International Court of Justice to make the necessary appointment or appointments, and both Governments agree to accept such appointment or appointments. The arbitral tribunal shall decide by majority vote. Its decision shall be binding. Each of the Governments shall pay the expense of its member and its

representation in the proceedings before the arbitral tribunal; the expenses of the President and the other costs shall be paid in equal parts by the two Governments. The arbitral tribunal may adopt other regulations concerning the costs. In all other matters, the arbitral tribunal shall regulate its own precedures.

(b) Any claim, arising out of investments guaranteed in accordance with this Agreement, against either of the two Governments, which, in the opinion of the other, presents a question of public international law shall, at the request of the Government presenting the claim, be submitted to negotiation. If at the end of three months following the request for negotiations the two Governments have not resolved the claim by mutual agreement, the claim, including the question of whether it presents a question of public international law, shall be submitted for settlement to an arbitral tribunal selected in accordance with paragraph (a) above. The arbitral tribunal shall base its decision exclusively on the applicable principles and rules of public international law. Only the respective Governments may request the arbitral procedure and participate in it.

7. This Agreement shall continue in force until six months from the date of receipt of a Note by which one Government informs the other of an intent no longer to be a party to the Agreement. In such event, the provisions of the Agreement with respect to guaranties issued while the Agreement was in force shall remain in force for the duration of those guaranties, in no case longer than twenty years, after the denunciation of the agreement.

8. This Agreement shall enter into force on the date of the Note by which the Host Government communicates to the Guaranteeing Government that the Agreement has been approved in conformity with the Host Government's constitutional procedures.[1]

DONE, in duplicate, at Belize City this 8th day of February, 1966 in the English language.

For the Government of the United States of America

ROBERT TEPPER

Robert J. Tepper, *Consul of the United States of America*

For the Government of British Honduras or Belize

GEORGE PRICE

The Honorable George Price
Premier and Minister of Finance and Economic Development

[1] Feb. 8, 1966.

MULTILATERAL

Re-entry Experiments in Australia (Project Sparta)

Arrangement signed at Canberra March 30, 1966;
Entered into force March 30, 1966.
With exchanges of notes between the United States of America and Australia, and United States aide memoire.

MEMORANDUM OF ARRANGEMENT TO COVER RE-ENTRY EXPERIMENTS IN AUSTRALIA PROJECT SPARTA

This Memorandum records the understandings reached between the Government of the Commonwealth of Australia (in this Memorandum called the "Australian Government"), the Government of the United States of America (in this Memorandum called the "United States Government") and the Government of the United Kingdom of Great Britain and Northern Ireland (in this Memorandum called the "United Kingdom Government") in connection with the project known as SPARTA (in this Memorandum called "The Project"), for the firing of certain re-entry vehicles from the Australian test range at Woomera and the use of special instrumentation to observe re-entry phenomena. The Project will be conducted in accordance with the following principles and procedures.

ARTICLE I

1. The Project will be conducted by three co-operating agencies on behalf of the three Governments. These agencies will be the Advanced Research Projects Agency of the United States Department of Defense, the United Kingdom Ministry of Aviation and the Australian Department of Supply.

2. The co-operating agencies will negotiate with a view to reaching agreement upon the programme for the Project, arrangements with respect to the use of the test range, the financing of the Project and other matters relating to the Project.

ARTICLE II

As between the United Kingdom Government and the Australian Government, subsisting arrangements relating to the conduct of the Joint United Kingdom/Australian Long Range Weapons Project shall apply with respect to the Project insofar as they are not modified by the terms of this Memorandum or the agency agreement to be concluded in accordance with the preceding article.

ARTICLE III

1. The Australian Government will take the necessary steps to facilitate the admission into its territory of such United States personnel (military and civilian employees of the United States Government and contractors and sub-contractors and their employees) as may be assigned to visit or participate in the Project.

2. The Australian Government will arrange for the implementation by appropriate means of the principle that goods, including private motor vehicles, that are owned by United States personnel when they enter Australia for the purpose of participating in the Project and are brought by them into Australia for their personal and household use and that will be removed by them from Australia upon their ceasing to participate in the Project will, subject to compliance with procedures and to the provision of recognisances prescribed by or under Australian law, be permitted entry and removal free from payment of Australian customs duty and sales tax.

3. United States personnel sent to Australia to participate in the Project will be free from Australian taxes on income in respect of:–

(A) Remuneration for services rendered in Australia or by virtue of the presence of such personnel in Australia in connection with the Project and

(B) Income derived from sources outside Australia.

4. United States personnel, while engaged in Australia under the Project, will, unless they acquire an Australian domicile, also be free from Australian death and gift duties which, because of their presence in Australia, might become payable in respect of property situated outside Australia.

5. The provisions of this article do not exempt any persons from payment of Australian taxes on income derived from Australian sources, nor do they exempt United States citizens, who for United States income tax purposes, claim Australian residence, from payment of Australian taxes on income.

6. The provisions of this article do not apply to any persons for whom status in Australia is provided under the Agreement Concerning the Status of United States Forces in Australia of May 9, 1963.[1]

ARTICLE IV

1. The Australian Government will take the necessary steps to facilitate the admission into Australia of all property provided by or on behalf of the United States Government in connection with the Project. No duties, taxes, or other like charges will be imposed on such property by the Australian Government or any of its instrumentalities.

2. The United States Government and its contractors and subcontractors will retain title to all property imported, brought into or acquired in Australia for the Project.

3. The United States Government and its contractors and subcontractors may remove such property from Australia at their own expense and free from export duties or related charges, upon the completion of the Project or sooner. However, such property will not be disposed of in Australia except under conditions acceptable to the Australian Government.

ARTICLE V

1. Data acquired through the programme, including the results of the analysis of such data, will be freely available to each of the participating Governments. This arrangement does not place the participating Governments under obligations to exchange information on application of data, acquired through the programme, to particular weapon systems.

[1] TIAS 5349; 14 UST 506.

2. Should any information involving any proprietary rights be exchanged under the Project, such rights will be respected by the Government receiving it, but each of the participating Governments may use for its own purposes all other information.

3. Should inventions be made during the course of the joint work of the Project, each of the participating Governments will, so far as is within its power, grant to the other two Governments a royalty-free license to use those inventions for their defense purposes.

ARTICLE VI

This Memorandum of Arrangement will take effect from the date of signature and will have effect in respect of operations for three years from that date and thereafter until terminated by any one of the Governments upon three months' written notice to the other two Governments.

SIGNED at Canberra this thirtieth day of March One thousand nine hundred and sixty-six.

For the Government of the Commonwealth of Australia:	J. G. GORTON
For the Government of the United Kingdom of Great Britain and Northern Ireland:	J. CONWY MORGAN
For the Government of the United States of America:	EDWIN M CRONK

Certified True Copy

[SEAL] JOHN PIPER

(J. A. Piper)
for the Secretary.

[Exchanges of Notes]

U.S. Note

No. 189

The Embassy of the United States of America presents its compliments to the Department of External Affairs and has the honor to ask the Department to confirm the following understanding concerning the carrying out in Australia of Project Sparta:

"In connection with the memorandum of arrangement concerning Project Sparta, concluded this day, it is the understanding of the Government of the United States that claims (other than contractual claims) resulting from this Project will be handled as follows:

"A. (1) Each Government waives all its claims against the other Government for any damage to any property owned by it and used for the purposes of the Project, provided that the damage:

"(a) Was caused by Project personnel of the other Government in the performance of official duties in relation to the Project; or

"(b) Arose from the use in relation to the Project of any vehicle or aircraft owned by the other Government or its contractors or subcontractors provided either that the vehicle or aircraft causing the damage was being used for official purposes in relation to the Project or the damage was caused to any property being so used.

"(2) Each Government waives all its claims against the other Government for injury or death suffered by any of its Project personnel while such personnel was engaged in the performance of official duties in relation to the Project.

"(3) If a dispute arises as to whether an act or omission was done in the performance of official duties in relation to the Project, or whether a vehicle or aircraft was being used for official purposes in relation to the Project, the question shall be submitted to the arbitrator provided for under subparagraph 2 (B) of Article 12 of the Agreement concerning the Status of United States Forces in Australia of May 9, 1963,[1] whose decision on this point shall be final and conclusive.

"B. Other claims of the Governments and the claims of their contractors and subcontractors will, subject to any payment provided under the insurance referred to in C below, be (I) settled under the agreement concerning the Status of United States Forces in Australia of May 9, 1963, if the circumstances giving rise to a claim bring it within the purview of Article 12 thereof; (II) presented to the

[1] TIAS 5349; 14 UST 516.

Australian or United States contractors and subcontractors as appropriate, who will have effected public risk insurance; or (III) communicated to the Government concerned for appropriate disposition in accordance with its domestic law.

"C. Except in the case of claims arising out of the use of motor vehicles, third party claims against Governments, contractors and subcontractors shall be handled through the procurement in Australia of comprehensive third party risk insurance which shall also extend to claims referred to in the last preceding paragraph. The cost of this coverage for all firings is to be shared as follows: one-half by the Australian Government, and, on behalf of the United States, one-half by its contractors. The United States Government and all contractors and subcontractors shall provide appropriate insurance coverage against third party risks resulting from the operation of their respective motor vehicles. The Australian Government will handle motor vehicle claims against it as a self-insurer.

"D. Any claims (including those of third parties) against a Government, contractor or subcontractor that are not disposed of or settled by virtue of the operation of the preceding provisions of this understanding may be presented by either Government to the other to be dealt with through diplomatic channels.

"E. (1) For the purposes of this understanding

"(a) Property procured with funds allocated to the joint United Kingdom/Australian long range weapons project or used in connection with that project shall be regarded as being property owned or used by the Australian Government; and

"(b) Persons, whether Australian or United Kingdom personnel, engaged upon the Project shall be deemed to be employees or contractors of the Australian Government, and the Australian Government shall accordingly have the rights and obligations provided by this understanding with respect to that property and those persons.

"(2) As between the Australian Government and the United Kingdom Government, damage to property referred to in the last preceding paragraph and amounts for which the Australian Government is liable in relation to persons referred to in that paragraph shall be dealt with and shared by and between the two Governments in the same manner as such damage and liabilities are to be dealt with and shared under the subsisting agreements relating to the conduct of the joint Project.

"F. Nothing in this understanding shall affect the jurisdiction of the courts of Australia or the sovereign immunity of the United States from suit in those courts.

"If the foregoing understanding is shared by the Australian Government, the Embassy of the United States proposes that the present

note and the Australian Government's confirmatory reply thereto be deemed to constitute and evidence an understanding between the Australian and United States Governments in the matter."

EMBASSY OF THE UNITED STATES OF AMERICA,
Canberra, March 30, 1966.

AUSTRALIA

The Department of External Affairs presents its compliments to the Embassy of the United States of America and has the honour to refer to the Embassy's Note No. 189 of 30th March, 1966, reading as follows:-

"The Embassy of the United States of America presents its compliments to the Department of External Affairs and has the honour to ask the Department to confirm the following understanding concerning the carrying out in Australia of Project Sparta:

'In connection with the memorandum of arrangement concerning Project Sparta, concluded this day, it is the understanding of the Government of the United States that claims (other than contractual claims) resulting from this Project will be handled as follows:

'A. (1) Each Government waives all its claims against the other Government for any damage to any property owned by it and used for the purposes of the Project, provided that the damage:

'(a) Was caused by Project personnel of the other Government in the performance of official duties in relation to the Project; or

'(b) Arose from the use in relation to the Project of any vehicle or aircraft owned by the other Government or its contractors or subcontractors provided either that the vehicle or aircraft causing the damage was being used for official purposes in relation to the Project or the damage was caused to any property being so used.

'(2) Each Government waives all its claims against the other Government for injury or death suffered by any of its Project personnel while such personnel was engaged in the performance of official duties in relation to the Project.

'(3) If a dispute arises as to whether an act or omission was done in the performance of official duties in relation to the Project, or whether a vehicle or aircraft was being used for official purposes in relation to the Project, the question shall be submitted to the arbitrator provided for under subparagraph 2 (B) of Article 12 of the Agreement concerning the Status of United States Forces in Australia of May 9, 1963, whose decision on this point shall be final and conclusive.

'B. Other claims of the Governments and the claims of their contractors and subcontractors will, subject to any payment provided under the insurance referred to in C below, be (I) settled under the agreement concerning the Status of United States Forces in Australia of May 9, 1963, if the circumstances giving rise to a claim bring it within the purview of Article 12 thereof; (II) presented to the Australian or United States contractors and subcontractors as appropriate, who will have effected public risk insurance or (III) communicated to the Government concerned for appropriate disposition in accordance with its domestic law.

'C. Except in the case of claims arising out of the use of motor vehicles, third party claims against Governments, contractors and subcontractors shall be handled through the procurement in Australia of comprehensive third party risk insurance which shall also extend to claims referred to in the last preceding paragraph. The cost of this coverage for all firings is to be shared as follows: one-half by the Australian Government, and, on behalf of the United States, one-half by its contractors. The United States Government and all contractors and subcontractors shall provide appropriate insurance coverage against third party risks resulting from the operation of their respective motor vehicles. The Australian Government will handle motor vehicle claims against it as a self-insurer.

'D. Any claims (including those of third parties) against a Government, contractor or subcontractor that are not disposed of or settled by virtue of the operation of the preceding provisions of this understanding may be presented by either Government to the other to be dealt with through diplomatic channels.

'E. (1) For the purposes of this understanding

'(a) Property procured with funds allocated to the joint United Kingdom/Australian long range weapons project or used in connection with that project shall be regarded as being property owned or used by the Australian Government; and

'(b) Persons, whether Australian or United Kingdom personnel, engaged upon the Project shall be deemed to be employees or contractors of the Australian Government, and the Australian Government shall accordingly have the rights and obligations provided by this understanding with respect to that property and those persons.

'(2) As between the Australian Government and the United Kingdom Government, damage to property referred to in the last preceding paragraph and amounts for which the Australian Government is liable in relation to persons referred to in that paragraph shall be dealt with and shared by and between the two Governments in the same manner as such damage and liabilities are to be dealt with and shared under the subsisting agreements relating to the conduct of the joint Project.

'F. Nothing in this understanding shall affect the jurisdiction of the Courts of Australia or the sovereign immunity of the United States from suit in those courts.

'If the foregoing understanding is shared by the Australian Government, the Embassy of the United States proposes that the present note and the Australian Government's confirmatory reply thereto be deemed to constitute and evidence an understanding between the Australian and United States Governments in the matter.' "

The Department of External Affairs has the honour to confirm that the understanding contained in the Embassy's Note is shared by the Australian Government, and accepts the proposal that the Embassy's Note and this confirmatory reply shall be deemed to constitute and evidence the understanding between the United States and Australian Governments in the matter.

[SEAL] J P

THE DEPARTMENT OF EXTERNAL AFFAIRS,
CANBERRA. A.C.T.
30th March, 1966.

AUSTRALIA

File 694/7/42

The Department of External Affairs presents its compliments to the Embassy of the United States of America and has the honour to request the Embassy to confirm the following understanding concerning the Memorandum of Arrangement concerning Project Sparta concluded this day.

"It is expected that paragraphs 3 and 5 of Article III will be given effect to by applying to the various categories of United States personnel set out in paragraph 1 of that Article, in relation to the project, the provisions and conditions that apply to employees of the United States Forces and to contractors and their employees, respectively, for the purpose of giving effect to the Agreement concerning the status of United States Forces in Australia and to the Agreement relating to the Establishment of a United States Naval Communication Station in Australia.[1]

It is understood on the part of the Australian Government that this course of action would be accepted by the United States Government as compliance with the requirements of those paragraphs and your confirmation of this on behalf of the United States Government would be appreciated."

[1] TIAS 5377; 14 UST 908.

If the foregoing understanding is shared by the United States Government, the Department of External Affairs proposes that the present Note and the United States Government's confirmatory reply thereto be deemed to constitute and evidence an understanding between the Australian and the United States Governments in the matter.

The Department avails itself of this opportunity to renew to the Embassy of the United States of America the assurances of its highest consideration.

[SEAL] J P

CANBERRA. A.C.T.
30th March, 1966.

U.S. Note

No. 193

The Embassy of the United States of America presents its compliments to the Department of External Affairs and has the honor to refer to the Department's note of today's date which reads as follows:

"The Department of External Affairs presents its compliments to the Embassy of the United States of America and has the honour to request the Embassy to confirm the following understanding concerning the Memorandum of Arrangement of Project Sparta concluded this day.

'It is expected that paragraphs 3 and 5 of Article III will be given effect to by applying to the various categories of United States personnel set out in paragraph 1 of that Article, in relation to the project, the provisions and conditions that apply to employees of the United States Forces and to contractors and their employees, respectively, for the purpose of giving effect to the Agreement concerning the status of United States Forces in Australia and to the Agreement relating to the Establishment of a United States Naval Communication Station in Australia.

'It is understood on the part of the Australian Government that this course of action would be accepted by the United States Government as compliance with the requirements of those paragraphs and your confirmation of this on behalf of the United States Government would be appreciated.'

"If the foregoing understanding is shared by the United States Government, the Department of External Affairs proposes that the present Note and the United States Government's confirmatory reply thereto be deemed to constitute and evidence an understanding between the Australian and the United States Governments in the matter.

"The Department avails itself of this opportunity to renew to the Embassy of the United States of America the assurances of its highest consideration."

The Embassy has the honor to confirm that the foregoing understanding concerning the Memorandum of Arrangement of Project Sparta concluded this day is shared by the United States Government which concurs in the suggestion that the Department's note and this reply shall constitute an understanding between the Australian and United States Governments in the matter.

EMBASSY OF THE UNITED STATES OF AMERICA,
Canberra, March 30, 1966.

AIDE-MEMOIRE

In connection with the Memorandum of Arrangement signed March 30, 1966 for the carrying out of "Project Sparta" in Australia, it will be recalled that the following understandings were reached:

1. The expression "brought by them into Australia" does not mean physically accompanying on actual arrival but will permit effects already owned at the time of entry to be introduced within a reasonable period thereafter, normally six months.
2. It is the understanding of the United States Government that left-hand drive vehicles may be registered in South Australia and the Australian Capital Territory.

EMBASSY OF THE UNITED STATES OF AMERICA,
Canberra, March 30, 1966.

JORDAN

Agricultural Commodities

Agreement signed at Amman April 5, 1966;
Entered into force April 5, 1966.
With exchange of notes.
And amending agreement
Effected by exchange of notes
Signed at Amman August 25, 1966;
Entered into force August 25, 1966.

AGRICULTURAL COMMODITIES AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF THE HASHEMITE KINGDOM OF JORDAN 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 Hashemite Kingdom of Jordan:

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 or normal patterns of commercial trade with friendly countries;

Considering that the purchase for Jordanian dinars of agricultural commodities produced in the United States of America will assist in achieving such an expansion of trade;

Considering that the Jordanian dinars accruing from such purchase 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 agricultural commodities to Jordan pursuant to Title I of the Agricultural Trade Development and Assistance Act, [1] as amended, (hereinafter referred to as the 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:

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[1] 68 Stat. 455; 7 U.S.C. §§ 1701-1709.

ARTICLE I

SALES FOR JORDANIAN DINARS

1. Subject to issuance by the Government of the United States of America and acceptance by the Government of the Hashemite Kingdom of Jordan of purchase authorizations and to the availability of the specified commodities under the Act at the time of exportation, the Government of the United States of America undertakes to finance the sales for Jordanian dinars, to purchasers authorized by the Government of the Hashemite Kingdom of Jordan, of the following agricultural commodities in the amounts indicated:

Commodity	Supply Period	Export Market Value (millions)
Wheat/wheat flour	United States Fiscal Year 1966	$1.5
Total		$1.5

2. Applications for purchase authorizations will be made within 90 days after the effective date of this agreement, except that applications for purchase authorizations for any additional commodities or amounts of commodities provided for in any amendment to this agreement will be made within 90 days after the effective date of such amendment. Purchase authorizations will include provisions relating to the sale and delivery of commodities, the time and circumstances of deposit of Jordanian dinars accruing from such sale, and other relevant matters.

The Government of the United States of America will finance ocean transportation costs incurred pursuant to this agreement only to the extent that such costs are higher than otherwise would be the case by reason of the requirement that approximately 50 percent by tonnage of the commodities be transported in United States flag vessels. The balance of ocean freight charges for transportation of commodities required to be carried in United States flag vessels shall be paid in dollars by the Government of the Hashemite Kingdom of Jordan. The Government of the Hashemite Kingdom of Jordan will not be required to deposit Jordanian dinars for ocean transportation financed by the Government of the United States of America.

Promptly after contracting for United States flag shipping space required to be used, and in any event not later than presentation of vessel for loading, the Government of the Hashemite Kingdom of Jordan will open a letter of credit, in dollars, for the estimated cost of ocean transportation for commodities carried in United States flag vessels.

3. The financing, sale and delivery of commodities under this agreement may be terminated by either Government if that Government determines that because of changed conditions the continuation of such financing, sale or delivery is unnecessary or undesirable.

ARTICLE II

USES OF JORDANIAN DINARS

The Jordanian dinars accruing to the Government of 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 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. For United States expenditures under subsections (a), (b), (c), (d), (f) and (h) through (t) of Section 104 of the Act, or under any of such subsections, sixty percent of the Jordanian dinars accruing pursuant to this agreement.

B. For a loan to the Government of the Hashemite Kingdom of Jordan under Section 104(g) of the Act for financing such projects to promote economic development, including projects not theretofore included in plans of the Government of the Hashemite Kingdom of Jordan, as may be mutually agreed, forty percent of the Jordanian dinars accruing pursuant to this agreement. The terms and conditions of the loan and other provisions will be set forth in a separate loan agreement. In the event that agreement is not reached on the use of the Jordanian dinars for loan purposes under Section 104(g) of the Act within three years from the date of this agreement, the Government of the United States of America may use the Jordanian dinars for any purpose authorized by Section 104 of the Act.

ARTICLE III

DEPOSIT OF JORDANIAN DINARS

1. The Government of the Hashemite Kingdom of Jordan will deposit to the account of the Government of the United States of America an amount of Jordanian dinars equivalent to the dollar sales value of the commodities financed by the Government of the United States of America converted into Jordanian dinars at the applicable rate of exchange in effect on the date of dollar disbursement by the Government of the United States of America.

(a) If a unitary exchange rate system is maintained by the Government of the Hashemite Kingdom of Jordan, the applicable rate will be the rate at which the central monetary authority of Jordan, or its authorized agent, sells foreign exchange for Jordanian dinars.

(b) If a unitary rate system is not maintained, the applicable rate will be the rate mutually agreed upon by the Government of the United States of America and the Government of the Hashemite Kingdom of Jordan.

2. The Government of the United States of America shall determine which of its funds shall be used to pay any refunds of Jordanian dinars which become due under this agreement or which are due or become due under any prior agricultural commodities agreement. A reserve will be maintained under this agreement for two years from the effective date of this agreement which may be used for the payment of such refunds. Any payment out of this reserve shall be treated as a reduction in the total Jordanian dinars accruing to the Government of the United States of America under this agreement.

ARTICLE IV

GENERAL UNDERTAKINGS

1. The Government of the Hashemite Kingdom of Jordan will take all possible measures to prevent the resale or transshipment to other countries or the use for other than domestic purposes of the agricultural commodities purchased pursuant to this agreement (except where such resale, transshipment or use is specifically approved by the Government of the United States of America); to prevent the export of any commodity of either domestic or foreign origin which is the same as, or like, the commodities purchased pursuant to this agreement from the effective date of this agreement and during the remainder of United States Fiscal Year 1966 or in any subsequent United States Fiscal Year during which Title I commodities are being imported (except where such export is specifically approved by the Government of the United States of America); and to ensure that the purchase of commodities pursuant to this agreement does not result in increased availability of the same or like commodities to nations unfriendly to the United States of America.

2. The two Governments will take reasonable precautions to assure that all sales and purchases of agricultural commodities pursuant to this agreement will not displace usual marketings of the United States of America in these commodities or unduly disrupt world prices of agricultural commodities or normal patterns of commercial trade with friendly countries.

3. In carrying out this agreement, the two Governments will seek to assure conditions of commerce permitting private tenders to function effectively and will use their best endeavors to develop and expand continuous market demand for agricultural commodities.

4. The Government of the Hashemite Kingdom of Jordan will furnish quarterly information on the progress of the program, particularly with respect to the arrival and condition of commodities; provisions for the maintenance of usual marketings; and information relating to imports and 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 Amman in duplicate this fifth day of April, 1966.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA:

Robert G. Barnes
Ambassador

FOR THE GOVERNMENT OF THE HASHEMITE KINGDOM OF JORDAN:

Hatem Zu'bi
Minister of National Economy

The American Ambassador to the Jordan Minister of National Economy

EMBASSY OF THE
UNITED STATES OF AMERICA
Amman, April 5, 1966.

EXCELLENCY:

I have the honor to refer to the Agricultural Commodities Agreement between our two Governments signed today and to inform you of my Government's understanding of the following:

1. The Government of the Hashemite Kingdom of Jordan agrees to limit exports of wheat, including durum wheat, or wheat products including semolina or pasta products beginning with the effective date of this agreement and during the remainder of United States fiscal year 1966 or in any subsequent United States fiscal year during which wheat/wheat flour under the agreement is being imported, to the following destinations and amounts: (a) amounts traditionally supplied to northern portions of Saudi Arabia, and (b) insignificant amounts to other countries of the Jordan region.

2. With regard to paragraph 4 of Article IV of the agreement the Government of the Hashemite Kingdom of Jordan agrees to furnish quarterly the following information in connection with each shipment of commodities received under the agreement: the name of each vessel, the date of arrival, the port of arrival, the commodity and quantity received, the condition in which received, the date unloading was completed, and the disposition of the cargo, i.e., stored, distributed locally, or, if shipped, where shipped. In addition, the Government of the Hashemite Kingdom of Jordan agrees to furnish quarterly: (a) a statement of measures it has taken to prevent the resale or transshipment of commodities furnished, (b) assurances that the program has not resulted in increased availability of the same or like commodities to other nations and (c) a statement by the Government showing progress made toward fulfilling commitments on usual marketings.

The Government of the Hashemite Kingdom of Jordan further agrees that the above statements will be accompanied by statistical data on imports and exports by country of origin or destination of commodities which are the same as or like those imported under this agreement.

3. The Government of the Hashemite Kingdom of Jordan agrees that Jordanian dinars received by the Government of the United States of America under this agreement may be deposited in accounts in banks in Jordan selected by the Government of the United States of America, subject to the payment of interest thereon.

4. The Government of Jordan will provide, upon request of the Government of the United States of America, facilities for conversion into other non-dollar currencies of the following amounts of Jordanian dinars: (1) for the purposes of section 104(a) of the Act, $30,000 worth or two percent of Jordanian dinars accruing under the Agreement, as proceeds from this sale and payments from 104(g) loans (including principal and interest) whichever is greater, to finance agricultural market development activities in other countries; and (2) for purposes of section 104(h) of the Act and for the purposes of the Mutual Educational and Cultural Exchange Act of 1961,[1] up to $25,000 worth of Jordanian dinars to finance international travel of Jordanian and United States grantees under international educational and cultural exchange programs.

I shall appreciate receiving your Excellency's confirmation of the above understanding.

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

ROBERT G. BARNES

His Excellency
HATEM ZU'BI,
Minister of National Economy,
Hashemite Kingdom of Jordan,
Amman.

The Jordan Minister of National Economy to the American Ambassador

MINISTRY OF NATIONAL ECONOMY
Supply Import & Export Dept.
AMMAN

Ref. No. 2399
Date April 5th, 1966

وزارة الاقتصاد الوطني
دائرة التموين والاستيراد والتصدير
عمان

الرقم
التاريخ

EXCELLENCY:

I have the honor to acknowledge receipt of your excellency's note which reads as follows:–

"I have the honor to refer to the Agricultural Commodities Agreement between our two Governments signed today and to inform you of my Government's understanding of the following:–

[1] 75 Stat. 527; 22 U.S.C. § 2451 note.

1. The Government of the Hashemite Kingdom of Jordan agrees to limit exports of wheat, including durum wheat, or wheat products including semolina or pasta products beginning with the effective date of this agreement and during the remainder of United States fiscal year 1966 or in any subsequent United States fiscal year during which wheat/wheat flour under the agreement is being imported, to the following destinations amounts:[1] (a) amounts traditionally supplied to northern portions of Saudi Arabia, and (b) insignificant amounts to other countries of the Jordan region.

2. With regard to paragraph 4 of Article IV of the agreement the Government of the Hashemite Kingdom of Jordan agrees to furnish quarterly the following information in connection with each shipment of commodities received under the agreement:

   The name of each vessel, the date of arrival, the port of arrival, the commodity and quantity received, the condition in which received, the date unloading was completed, and the disposition of the cargo, i.e. stored, distributed locally, or, if shipped, where shipped. In addition, the Government of the Hashemite Kingdom of Jordan agrees to furnish quarterly: (a) a statement of measures it has taken to prevent the resale or transshipment of commodities furnished, (b) assurances that the program has not resulted in increased availability of the same or like commodities to other nations and (c) a statement by the Government showing progress made toward fulfilling commitments on usual marketings.

The Government of the Hashemite Kingdom of Jordan further agrees that the above statements will be accompanied by statistical data on imports and exports by country of origin or destination of commodities which are the same as or like those imported under this agreement.

3. The Government of the Hashemite Kingdom of Jordan agrees that Jordanian dinars received by the Government of the United States of America under this agreement may be deposited in accounts in banks in Jordan selected by the Government of the United States of America, subject to the payment of interest thereon.

4. The Government of Jordan will provide, upon request of the Government of the United States of America, facilities for conversion into other non-dollar currencies of the following amounts of Jordanian dinars: (1) for the purposes of section 104 (a) of the Act, $30,000 worth or two percent of Jordanian dinars accruing under the Agreement, as proceeds from this

[1] Should read "and amounts:".

sale and payments from 104 (g) loans (including principal and interest) whichever is greater, to finance agricultural market development activities in other countries; and (2) for purposes of section 104 (h) of the Act and for the purposes of the Mutual Educational and Cultural Exchange Act of 1961, up to $25,000 worth of Jordanian dinars to finance international travel of Jordanian and United States grantees under international educational and cultural exchange programs.

I shall appreciate receiving your Excellency's confirmation of the above understanding.

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

I wish to confirm the concurrence of my Government with the contents thereof.

Accept Excellency the renewed assurances of my highest consideration.

MINISTER OF NATIONAL ECONOMY

SUPPLY, IMPORT & EXPORT DEPT.

His Excellency
ROBERT G. BARNES
Ambassador
United States of America

[Amending Agreement]

The American Ambassador to the Jordan Minister of National Economy

EMBASSY OF THE
UNITED STATES OF AMERICA
Amman, August 25, 1966.

EXCELLENCY:

I have the honor to refer to recent discussions between representatives of our two governments regarding the desirability of amending the Agricultural Commodities Agreement concluded April 5, 1966 by adding commodities in the amount of $4.4 million and adjusting percentages specified in Article II of the Agreement for uses of Jordanian Dinars so that seventy percent Jordanian Dinars accruing to the Government of the United States of America as a result of this amendment will be used for the purpose of loans to the Government of Jordan under Section 104(g) of the Act and thirty percent will be

used for other purposes specified in Article II. In order to effect the foregoing, I propose that the Agreement be amended as follows:

1. In Article I, paragraph 1, add under appropriate columns "wheat/wheat flour, United States Fiscal Year 1967 $2.5 million," "Feedgrains, United States Fiscal Year 1967 $1.9 million" and increase total value of Agreement to "$5.9 million".

2. In Article II, paragraph A, delete "sixty" and insert "37.6". In paragraph B delete "forty" and insert "62.4".

3. In Article IV, paragraph 3, change "tenders" to "traders".

4. In notes exchanged April 5, 1966:

(A) Insert the following as new numbered paragraph 2 and renumber subsequent paragraphs accordingly: "With regard to paragraphs 1 and 2 of Article IV of the Agreement the Government of the Hashemite Kingdom of Jordan will not, without specific approval of the Government of the United States of America, export any feedgrains, including barley, corn, grain sorghums, oats and rye, or products processed therefrom, during any United States Fiscal Year in which feedgrains provided under this Agreement are being imported."
(B) Substitute $118,000 for $30,000 and $50,000 for $25,000 in renumbered paragraph 5 (1).
(C) Insert the following as new numbered paragraph 6:

"The Government of the United States of America may utilize Jordanian Dinars in Jordan to pay for travel which is part of trip in which a traveler travels from, to or through Jordan. It is understood that these funds are intended to cover only travel by persons who are travelling on official business for the Government of the United States of America. It is further understood that travel for which Jordanian dinars may be utilized shall not be limited to services provided by Jordanian transportation facilities."

I have the honor to propose that this Note and your reply shall constitute an agreement between our two governments which shall enter into force on the date of your reply.

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

FINDLEY BURNS, Jr.

His Excellency
HATEM ZU'BI,
Minister of National Economy,
Hashemite Kingdom of Jordan,
Amman.

The Jordan Minister of National Economy to the American Ambassador

MINISTRY OF NATIONAL ECONOMY
Supply Import & Export Dept.
AMMAN

وزارة الاقتصاد الوطني
دائرة التموين والاستيراد والتصدير
عمان

Ref. No. _____ الرقم _____
Date 25, August 1966. التاريخ _____

EXCELLENCY:

I have the honor to acknowledge receipt of your excellency's note which reads as follows:–

I have the honor to refer to recent discussions between representatives of our two governments regarding the desirability of amending the Agricultural commodities Agreement concluded April 5, 1966 by adding commodities in the amount of $4.4 million and adjusting percentages specified in Article II of the Agreement for uses of Jordanian Dinars so that seventy percent Jordanian Dinars accruing to the Government of the United States of America as a result of this amendment will be used for the purpose of loans to the Government of Jordan under Section 104 (g) of the Act and thirty percent will be used for other purposes specified in Article II. In order to effect the foregoing, I propose that the Agreement be amended as follows:–

1. In Article I, paragraph 1, add under appropriate columns wheat/wheat flour, United States Fiscal Year 1967 $2.5 million, "Feedgrains, United States Fiscal Year 1967 $1.9 million and increase total value of Agreement to $5.9 million".
2. In Article II, paragraph A, delete "sixty" and insert "37.6". In paragraph B delete "forty" and insert "62.4".
3. In Article IV, paragraph 3, change "tenders" to "traders".
4. In notes exchanged April 5, 1966

   (A) Insert the following as new numbered paragraph 2 and renumber subsequent paragraphs accordingly: "With regard to paragraphs 1 and 2 of Article IV of the Agreement the Government of the Hashemite Kingdom of Jordan will not, without specific approval of the Government of the United States of America, export any feedgrains, including barley, corn, grain sorghums, oats and rye, or products processed therefrom, during any United States Fiscal Year in which feedgrains provided under this Agreement are being imported.

(B) Substitute $118,000 for $30,000 and $50,000 for $25,000 in renumbered paragraph 5 (1).

(C) Insert the following as new numbered paragraph 6:

"The Government of the United States of America may utilize Jordanian dinars in Jordan to pay for travel which is part of trip in which a traveler travels from, to or through Jordan. It is understood that these funds are intended to cover only travel by persons who are travelling on official business for the Government of the United States of America. It is further understood that travel for which Jordanian dinars may be utilized shall not be limited to services provided by Jordanian transportation facilities.

I have the honor to propose that this note and your reply shall constitute an agreement between our two governments which shall enter into force on the date of your reply.

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

I am pleased to confirm my Government's Agreement to the contents of the above note.

Accept, Excellency renewed assurances of my highest esteem.

Hatem S. Zu'bi
Minister of National Economy.

His Excellency
FINDLEY BURNS, Jr.
Embassador
United States of America.

REPUBLIC OF CHINA

Defense: Status of United States Armed Forces in the Republic of China

Agreement, incorporating agreed minutes, signed at Taipei August 31, 1965;
Entered into force April 12, 1966.
With exchanges of notes.

AGREEMENT BETWEEN THE UNITED STATES OF AMERICA AND THE REPUBLIC OF CHINA ON THE STATUS OF UNITED STATES ARMED FORCES IN THE REPUBLIC OF CHINA

Whereas the United States of America and the Republic of China on December 2, 1954, signed a Mutual Defense Treaty [1] which contains in Article VII [1] provisions for the disposition of United States land, air and sea forces in and about Taiwan and Penghu (the Pescadores); and

Whereas, in implementing the aforementioned treaty provisions the United States of America and the Republic of China are desirous of defining the status of such United States armed forces as are now or may be, by mutual agreement, in and about Taiwan and Penghu (the Pescadores) except for the United States Military Assistance Advisory Group, for which status has otherwise been provided;

Therefore the United States of America and the Republic of China have entered into this Agreement in the terms set forth below:

ARTICLE I

1. In this Agreement, the expression

   (a) "Agreement Area" means the area in and about Taiwan and Penghu (the Pescadores);

   (b) "members of the United States armed forces" means the military personnel on active duty belonging to the land, sea or air armed services of the United States of America when in the Agreement Area, except members of the United States Military Assistance Advisory Group;

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[1] TIAS 3178; 6 UST 433, 437.

(c) "members of the civilian component" means the civilian personnel who are in the employ of, serving with or accompanying the United States armed forces in the Agreement Area, except members of the United States Military Assistance Advisory Group and persons who are nationals of China or who are ordinarily resident in the Agreement Area or who are mentioned in paragraph 1 of Article XII of this Agreement;

(d) "dependents" means (i) spouse, and children under 21, and (ii) children over 21 and close relatives, if dependent for over half of their support upon a member of the armed forces or civilian component.

2. For the purpose of this Agreement, persons with dual United States-Chinese nationality or dual United States and third country nationality, who are brought into the Agreement Area by the United States Government shall be considered as United States nationals. The foregoing shall apply also to dependent children who are dual nationals and who are born in the Agreement Area of parents at least one of whom was brought into the Agreement Area by the United States Government.

Article II

1. The United States armed forces may conduct all activities and operations necessary for the accomplishment of their mission under the Mutual Defense Treaty of 1954 and shall act in the closest collaboration with the appropriate Chinese authorities through channels mutually agreed upon.

2. The appropriate Chinese authorities shall cooperate fully with the United States armed forces to facilitate the accomplishment of such mission.

Article III

1. The Government of the Republic of China undertakes, without prejudice to the minimum requirement of its own military activities and operations, to furnish to the United States, free of charge and without present or future liability, including claims incident to the use thereof, such areas and existing facilities, including utility connections, access roads, water rights, and, subject to mutual agreement, such other rights of use as are required by the United States armed forces for their mission under the Mutual Defense Treaty of 1954. To the extent not already accomplished, the exact location of such areas and facilities shall be determined by the appropriate United States and Chinese authorities through mutual consultation.

2. Expenses involved in the development of such areas and facilities for the exclusive use of the United States armed forces shall be borne

by the United States. Where such areas or facilities are, by agreement, to be developed for joint use, the cost of such development shall be shared by the two Governments on the basis of proportionate usage, unless agreed otherwise by the appropriate authorities of the two Governments.

3. The United States armed forces may carry out, through such means as they may adopt, including the use of United States contractors and military construction units, such construction, development, maintenance and improvement as may be required within the areas and facilities made available for their use by the Government of the Republic of China. The Chinese military authorities will be consulted prior to any major alterations in existing buildings, and prior to any new construction or development which may affect military security, public safety or public health in the Agreement Area. It is further agreed that Chinese contractors shall be used to the maximum practicable extent for such purposes; the decision as to their use is left to the discretion of the United States military authorities.

4. The cost of maintaining the areas and facilities jointly used by the United States and the Republic of China under this Agreement shall be shared by the two Governments on the basis of proportionate usage, unless otherwise agreed by the appropriate authorities of the two Governments.

5. Military agreements for the implementation of this Article shall be negotiated and signed by the military authorities of the two Governments.

6. The Government of the United States and the Government of the Republic of China will cooperate in taking such steps as may from time to time be necessary to ensure: (a) the security of the United States armed forces, the members thereof and of the civilian component, their dependents, and their property; (b) the security of installations, equipment, property, records, and official information of the United States; and (c) the punishment of offenders under the applicable laws of the Republic of China.

Agreed Minutes to Article III

1. Within the areas and facilities made available under this Agreement the United States military authorities may designate areas into which only personnel authorized by the local United States Commander may enter. The United States military authorities will be responsible for the internal security of these areas.

2. Members of the United States armed forces and civilian component may carry arms while entering, leaving or within the Agreement Area when their official duties require them to do so. However, they shall observe the pertinent regulations on civil aviation of the Government of the Republic of China.

3. The Chinese military authorities shall be informed prior to any major alteration in existing buildings, and prior to any new construction or development. Major alterations to buildings furnished by the Government of the Republic of China shall be accomplished with the consent of Chinese military authorities.

Article IV

1. The areas and facilities made available by the Government of the Republic of China for the use of the United States armed forces shall be returned to the Government of the Republic of China whenever they are no longer needed for the purposes of this Agreement, and the United States Government agrees to keep its needs under continual observation with a view toward such return.

2. The United States Government is not obliged, when it returns such areas and facilities to the Republic of China, to restore them to the condition in which they were at the time they were made available to the United States armed forces or to compensate the Republic of China in lieu of such restoration.

3. At the termination of any activities or operations under this Agreement, the United States will be compensated by the Government of the Republic of China for the residual value (including scrap value), if any, of any installations or improvements used in such activities or operations and developed by the United States armed forces at their expense, if such installations or improvements have been or are to be sold, or if their use is desired, by the Republic of China. The residual value, if any, shall be determined by mutual agreement between the United States armed forces and the appropriate Chinese authorities.

Article V

1. Title to removable equipment, materials and supplies brought into or acquired in the Agreement Area by or on behalf of the United States armed forces shall remain with the United States unless otherwise agreed upon between the two Governments.

2. Such equipment, materials and supplies may be removed from the Agreement Area at any time. They may also be disposed of in the Agreement Area in accordance with arrangements between the appropriate authorities of the United States and the Republic of China relating to the disposal by the United States armed forces of their excess property.

Article VI

1. (a) The United States armed forces, in their activities and operations, shall endeavor not to interfere unnecessarily with navigation, aviation, communication or land travel to or from or within the Agreement Area. All questions relating

to frequencies, power and like matters, used by active electronic devices employed by the United States armed forces shall be settled by mutual agreement between appropriate authorities of the two Governments.

(b) As a temporary measure, the United States armed forces shall be entitled to use, without radiation interference from Chinese sources, electronic devices of such power, type of emission, and frequencies as are reserved for such forces at the time this Agreement becomes effective.

2. Activities and operations in the areas and facilities in use by the United States armed forces shall be carried on with due regard for public safety.

Article VII

1. The United States shall have the right to bring into the Agreement Area for purposes of this Agreement persons who are members of the United States armed forces or the civilian component, and their dependents.

2. If the Chinese Government has requested the removal from the Agreement Area of a member of the United States armed forces or the civilian component, or a dependent, the United States Government shall be responsible for transportation and other arrangements of departure.

3. Members of the United States armed forces shall be exempt from Chinese passport and visa laws and regulations in entering or leaving the Agreement Area. Members of the United States armed forces or the civilian component, and their dependents, shall be exempt from Chinese laws and regulations on the registration and control of aliens, but shall not be considered as acquiring any right to domicile or permanent residence in the Agreement Area.

4. Upon entry into or departure from the Agreement Area, members of the United States armed forces shall be in possession of, and present for examination by the Chinese authorities, the following documents:

(a) personal identity card showing name, date of birth, rank and number, service and photograph, and

(b) individual or collective travel order certifying to the status of the individual or group as a member or members of the United States armed forces and to the travel ordered.

For the purpose of their identification while in the Agreement Area, members of the United States armed forces shall be in possession of the above-mentioned personal identity card.

5. Members of the civilian component, their dependents, and dependents of the members of the United States armed forces shall be in possession of, and present for examination by the Chinese authori-

ties, valid passports when entering or leaving the Agreement Area. Such persons shall be in possession of appropriate documents issued by the United States authorities so that their status may be verified by the Chinese authorities while in the Agreement Area.

6. The United States military authorities shall furnish to the Chinese military authorities samples of the personal identity card and name lists of those in the Agreement Area who have been issued such a card, and statistics regarding the number of military and civilian personnel and dependents in the Agreement Area.

7. If the status of a member of the United States armed forces or the civilian component, or of a dependent, is altered so that his or her presence in the Agreement Area is no longer connected with the United States armed forces, the United States authorities shall immediately inform the Chinese authorities and shall, if such person be required by the Chinese authorities to leave the Agreement Area, assure that transportation from the Agreement Area will be provided within a reasonable time at no cost to the Government of the Republic of China.

Article VIII

1. All equipment, materials, and supplies, imported by or on behalf of the United States armed forces for the official use of the United States armed forces, or for the personal use of the members of the United States armed forces or the civilian component, and their dependents, shall be permitted entry into the Agreement Area free from customs duties and other related charges.

2. Save as provided expressly to the contrary in this Agreement:

(a) members of the United States armed forces or the civilian component, and their dependents, shall be subject to the laws and regulations administered by the customs authorities of the Republic of China;

(b) the customs authorities of the Republic of China shall have the right, under the general conditions laid down by the laws and regulations of the Government of the Republic of China, to search members of the United States armed forces and the civilian component, and their dependents, and to examine their luggage and vehicles, and to seize articles pursuant to such laws and regulations.

3. Property consigned to and for the personal use of members of the United States armed forces or the civilian component, and their dependents, shall be subject to customs duties and other related charges, except that duties or charges shall not be paid with respect to:

(a) furniture, household goods, and personal effects for their private use imported by the members of the United States armed forces or the civilian component, and their dependents,

when they first arrive in the Agreement Area or within six months after their first arrival;

(b) vehicles imported by members of the United States armed forces or civilian component for the private use of themselves or their dependents, and parts as may be required for the proper maintenance of such vehicles;

(c) reasonable quantities of furniture, household goods, and personal effects for the private use of members of the United States armed forces or the civilian component, and their dependents, which are: (i) mailed into the Agreement Area through United States military post offices; or (ii) brought into the Agreement Area subsequent to the six months period after their first arrival by such persons under special conditions and upon request made on their behalf by their commanding officers to the appropriate Chinese authorities.

4. Appropriate certification by the United States military authorities is required for granting exemption under paragraph 1 of this Article where property does not accompany the importer. Appropriate control measures shall be effected by the United States military authorities to carry out the intent of paragraph 3 of this Article and the Government of the Republic of China shall be informed of such measures.

5. The exemptions granted in paragraphs 1 and 3 of this Article shall not be interpreted as refunding customs duties and other related charges already collected by the Chinese customs authorities on imported goods when purchased in the local market in the Agreement Area.

6. Customs examinations shall not be made in the following cases:

(a) units and members of the United States armed forces under orders, other than leave orders, entering or leaving the Agreement Area;

(b) official documents and courier and communications documents under official seal;

(c) mail in United States military postal channels; and

(d) equipment, materials, and supplies shipped by, to, or on behalf of the United States armed forces and certified by them to be for their official use.

7. Goods imported into the Agreement Area free of duty shall not be disposed of in the Agreement Area to persons not entitled to import such goods duty free, unless in accordance with measures agreed upon between the appropriate authorities of the two Governments.

8. Goods imported into the Agreement Area free from customs duties and other related charges pursuant to paragraphs 1 and 3, or acquired

in the Agreement Area, may be exported free from duties and other related charges.

9. The United States armed forces, in cooperation with the appropriate Chinese authorities, shall take such steps as are necessary to prevent abuses of privileges granted to the United States armed forces, members of such forces and the civilian component, and their dependents, in accordance with this Article.

10. (a) In order to prevent offenses against laws and regulations administered by the Chinese customs authorities, the United States armed forces and the appropriate Chinese authorities shall assist each other in the conduct of inquiries and the collection of evidence.

(b) The United States armed forces shall render all assistance within their power to ensure that articles liable to seizure by, or on behalf of, the customs authorities of the Government of the Republic of China are handed to those authorities.

(c) The United States armed forces shall render all assistance within their power to ensure that members of such forces and the civilian component, and their dependents, will pay duties, taxes, and penalties payable by such persons.

(d) Vehicles and articles belonging to the United States armed forces seized by the customs authorities of the Government of the Republic of China in connection with an offense against its customs or fiscal laws or regulations shall be handed over to the appropriate United States military authorities.

Agreed Minute to Article VIII, Paragraph 3(b)

1. Not more than one motor vehicle per family may be imported duty free by members of the United States armed forces or the civilian component for the private use of themselves or their dependents, except for a replacement vehicle if certified to be necessary by the appropriate military authorities of the United States.

2. A replacement vehicle will not be certified as necessary unless the first vehicle is unusable and not economically repairable. Such a vehicle may be sold only for scrap. A replacement vehicle shall not be disposed of in the Agreement Area to persons not entitled to import a vehicle duty free, unless in accordance with measures agreed upon between the appropriate authorities of the two Governments.

Article IX

The United States armed forces may, subject to control measures which are or may hereafter be enforced by the Government of the Republic of China to ensure economic stability, obtain facilities, commodities

and services from local sources in the Agreement Area. The appropriate Chinese authorities will assist and use their good offices insofar as practicable to see that such procurement is carried out on terms generally not less favorable than those accorded to agencies of the Government of the Republic of China under similar circumstances.

Agreed Minute to Article IX

The procurement of "services" as used in Article IX also refers to the local employment by the United States forces of citizens or residents of the Agreement Area.

ARTICLE X

1. Equipment, materials, supplies and services procured by or on behalf of the United States armed forces in the Agreement Area shall, upon appropriate certification, be exempt from Commodity Tax, Salt Tax, Fuel Tax, and other taxes which may be found to constitute a significant and readily identifiable part of the gross purchase price of equipment, materials, supplies, and services thus procured. In the event of a disagreement as to whether there should be an exemption from a certain tax, the United States Government and the Government of the Republic of China will agree upon a procedure for granting such exemption or relief as is consistent with the purposes of this Article.

2. Members of the United States armed forces, or the civilian component, and their dependents, shall be exempt from any direct tax imposed on income, except income derived from sources in the Agreement Area other than that resulting from service with or employment by the United States armed forces or by the corporations provided for in Article XII of this Agreement or by other United States governmental establishments in the Agreement Area.

3. Members of the United States armed forces, or the civilian component, and their dependents, shall not be exempt from taxes relating to personal purchases of goods, services or real property except as provided in Article XIII of this Agreement. Members of the United States armed forces or the civilian component, and their dependents, shall be exempt from taxation in the Agreement Area on the holding, use, transfer "inter se" or transfer by death, of movable property, tangible or intangible, the presence of which in the Agreement Area is due solely to the temporary presence of those persons therein. Such exemption shall not apply to property held for the purpose of investment in, or conduct of, business in the Agreement Area, or to any intangible property registered with the Government of the Republic of China.

4. Unless in accordance with procedures mutually agreed upon by the appropriate authorities of the two Governments, goods purchased

tax-free in the Agreement Area by or on behalf of the United States armed forces shall not be disposed of in the Agreement Area to persons not entitled to such tax exemptions.

5. Official vehicles of the United States armed forces and the civilian component shall carry distinctive numbered plates issued by the United States military authorities or individual markings which will readily identify them. Such vehicles shall be exempt from all taxes, including the Operation-License Tax. They shall also be exempt from taxes or tolls payable in respect of the use of roads, except that they shall pay the same rates as comparable vehicles of the armed forces of the Republic of China for the use of roads which have been constructed or improved by private persons.

6. Privately owned vehicles shall carry license plates to be acquired from the appropriate Chinese authorities, but shall be exempt from the Operation-License Tax. Such vehicles shall not be exempt from license fees or from tolls imposed for the use of roads and bridges by such vehicles. Such fees or tolls shall not be greater than those paid by nationals of the Republic of China on comparable vehicles.

Article XI

1. Members of the United States armed forces or the civilian component, and their dependents, shall be subject to the foreign exchange controls of the Government of the Republic of China.

2. The United States armed forces, members of such forces or the civilian component, and their dependents, may use Chinese currency available in any United States accounts or acquired in accordance with foreign exchange control laws and regulations of the Republic of China.

3. (a) The United States armed forces may import, possess, or re-export for official purposes non-Chinese currencies and instruments. The members of the United States armed forces or the civilian component, and their dependents, may import, possess, or re-export non-Chinese currencies and instruments obtained as a result of service with or employment by the United States armed forces in connection with this Agreement or derived from transactions authorized by this Agreement or realized from sources outside the Agreement Area.

(b) The United States armed forces, members of such forces or the civilian component, and their dependents, shall not use non-Chinese currencies or instruments in payment for purchases of goods or services in the Agreement Area nor enter into any contract calling for payment in non-Chinese currencies or instruments in violation of foreign exchange controls of the Government of the Republic of China with any unauthorized persons, firms, or organizations, or with any

persons, firms, or organizations ordinarily resident in the Agreement Area.

(c) The foregoing shall not preclude the use of non-Chinese currencies or instruments by the United States armed forces, members of such forces or the civilian component, and their dependents, for transactions involving only authorized United States organizations, activities, or personnel, or use in the purchase of goods or services from sources outside the Agreement Area.

4. The United States authorities shall, in cooperation with the Government of the Republic of China, take suitable measures to preclude the abuse of the privileges stipulated in the preceding paragraph or circumvention of the Chinese foreign exchange controls.

5. The United States may enter into contracts with American financial institutions to maintain and operate, under applicable United States banking regulations, military banking facilities for the use of the United States armed forces, members of such forces or the civilian component, and their dependents, and other persons authorized by the appropriate authorities of the Republic of China. Such facilities shall be permitted to maintain accounts in non-Chinese currencies and instruments and to perform all financial transactions in connection therewith including receipt and remission of funds to the extent provided in this Article.

Article XII

1. Persons, including corporations organized under the laws of the United States, and their employees, and their dependents, who are United States nationals, or third country nationals with permanent residence in the United States and acceptable to the Government of the Republic of China, and whose presence in the Agreement Area is solely for the purpose of executing contracts with the United States for the benefit of the United States armed forces shall, except as provided in this Article, be subject to the laws and regulations of the Republic of China.

2. The appropriate United States authorities shall inform the appropriate Chinese authorities as to the identity of such persons and their employees, and their dependents, before they are brought into the Agreement Area. Upon receipt of such information by the appropriate Chinese authorities, such persons and their employees and their dependents, shall be accorded the following treatment:

(a) In entering or leaving the Agreement Area they shall be in possession of valid passports which shall be presented for examination by the Chinese authorities upon demand. They shall be exempt from Chinese laws and regulations on the registration and control of aliens, but shall not be considered

as acquiring any right to domicile or permanent residence in the Agreement Area. They shall be in possession of appropriate documentation issued by the United States authorities and certified by appropriate Chinese authorities so that their status may be verified by Chinese authorities while in the Agreement Area.

(b) They shall be accorded exemption from customs duties and related charges as provided for members of the civilian component under Article VIII of this Agreement.

(c) They shall be exempt from income or corporation taxes on any income derived from a contract with the United States Government in connection with the construction, maintenance or operation of any of the areas or facilities covered by this Agreement. Other income derived from sources within the Agreement Area shall not by virtue of this provision be exempt from Chinese income or corporation taxes.

(d) They shall not be exempt from taxes relating to personal purchases of goods, services or real property except as provided in Article XIII of this Agreement. They shall be exempt from taxation in the Agreement Area on the holding, use, transfer "inter se" or transfer by death, of movable property, tangible or intangible, the presence of which in the Agreement Area is due solely to the temporary presence of those persons therein. Such exemption shall not apply to property held for the purpose of investment in, or conduct of, business in the Agreement Area, or to any intangible property registered with the Government of the Republic of China.

(e) They may import, possess, or re-export non-Chinese currencies and instruments obtained as a result of service with or employment by the United States armed forces in connection with this Agreement or derived from transactions authorized by this Agreement or realized from sources outside the Agreement Area. They shall not use non-Chinese currencies or instruments in payment for purchases of goods or services in the Agreement Area nor enter into any contract calling for payment in non-Chinese currencies or instruments in violation of foreign exchange controls of the Government of the Republic of China with any unauthorized persons, firms, or organizations, or with any persons, firms, or organizations ordinarily resident in the Agreement Area, except for transactions involving only authorized United States organizations, activities, or personnel or use in the purchase of goods or services from sources outside the Agreement Area. But in re-exporting non-Chinese currencies and instruments a certification by the appropriate United States authorities

shall be required. They may use, under applicable United States regulations, the banking facilities provided in Article XI, paragraph 5, for the use of the United States armed forces, and members of such forces or the civilian component.

(f) They shall be exempt from the laws and regulations of the Republic of China in regard to terms and conditions of their employment (i) in connection with the execution of contracts with the United States for the benefit of the United States armed forces or (ii) with the United States armed forces.

(g) If authorized by the United States Government, they may use the services of the activities mentioned in paragraph 1, Article XIII, of this Agreement, and the United States military postal facilities for official mail only.

Agreed Minute to Article XII, Paragraph 2(b)

1. Such property, materials, equipment, supplies, and motor vehicles, imported free of duty into the Agreement Area for the execution of contracts with the United States for the benefit of the United States armed forces, as do not become a part of the completed works, shall remain the property of their importers, and may be removed from the Agreement Area at any time or disposed of in the Agreement Area in accordance with measures similar to those used for the disposal of surplus property of the United States armed forces and subject to claims resulting from contractual obligations assumed in dealings with persons residing in the Agreement Area or the Government of the Republic of China.

2. Not more than one motor vehicle per family may be imported duty free by such persons and their employees for the private use of themselves or their dependents, with the understanding that such vehicles may be disposed of in the Agreement Area only for scrap, or must otherwise be exported upon the owner's departure.

Article XIII

1. Commissaries, post exchanges, navy exchanges, messes, social clubs, theaters and other non-appropriated fund activities authorized and regulated by the United States military authorities may be established in the areas and facilities in use by the United States armed forces for the use of members of such forces or the civilian component, and their dependents, and such other persons as may be approved for this purpose by arrangement between the appropriate United States and Chinese authorities. Such activities shall not be subject to Chinese laws and regulations in respect to licensing, fees, taxes, charges, registration and inspection, or similar controls.

2. (a) No Chinese tax shall be imposed on sales of merchandise or services by such activities.

(b) Purchases within the Agreement Area of merchandise and supplies by such activities shall be subject to normal Chinese taxes.

3. Except as such disposal may be authorized by the appropriate authorities of the two Governments in accordance with mutually agreed conditions, goods which are sold by such activities shall not be disposed of in the Agreement Area to persons not authorized to make purchases from such activities.

Article XIV

1. Subject to the provisions of this Article,

(a) the military authorities of the United States shall have the right to exercise with respect to offenses committed within the Agreement Area all criminal and disciplinary jurisdiction conferred on them by the law of the United States over all persons subject to the military law of the United States;

(b) the authorities of the Republic of China shall have jurisdiction over the members of the United States armed forces or civilian component, and their dependents, with respect to offenses committed within the Agreement Area and punishable by the law of the Republic of China.

2. (a) The military authorities of the United States shall have the right to exercise exclusive jurisdiction over persons subject to the military law of the United States with respect to offenses, including offenses relating to its security, punishable by the law of the United States, but not by the law of the Republic of China.

(b) The authorities of the Republic of China shall have the right to exercise exclusive jurisdiction over members of the United States armed forces or civilian component, and their dependents, with respect to offenses, including offenses relating to the security of the Republic of China, punishable by its law but not by the law of the United States.

(c) For the purposes of this paragraph and of paragraph 3 of this Article a security offense against a State shall include:

(i) treason against the State;

(ii) sabotage, espionage or violation of any law relating to official secrets of that State, or secrets relating to the national defense of that State.

3. In the cases where the right to exercise jurisdiction is concurrent the following rules shall apply:

(a) The military authorities of the United States shall have the primary right to exercise jurisdiction over all persons subject to the military law of the United States, in relation to:

(i) offenses solely against the property or security of the United States, or offenses solely against the person or property of a member of the United States armed forces or civilian component, or a dependent;

(ii) offenses arising out of any act or omission done in the performance of official duty.

(b) In the case of any other offense, the authorities of the Republic of China shall have the primary right to exercise jurisdiction.

(c) If the State having the primary right decides not to exercise jurisdiction, it shall notify the authorities of the other State as soon as practicable. The authorities of the State having the primary right shall give sympathetic consideration to a request from the authorities of the other State for a waiver of its right in cases where that other State considers such waiver to be of particular importance.

4. The foregoing provisions of this Article shall not imply any right for the military authorities of the United States to exercise jurisdiction over persons who are nationals of or ordinarily resident in the Republic of China, unless they are members of the United States armed forces.

5. (a) The appropriate authorities of the United States and the authorities of the Republic of China will undertake, within the limits of their authority, to assist each other in the arrest of members of the United States armed forces or civilian component, and their dependents, in the Agreement Area and in handing them over to the authority which is to have custody in accordance with the provisions of this Article.

(b) The authorities of the Republic of China shall notify promptly the appropriate authorities of the United States of the arrest of any member of the United States armed forces or civilian component, or a dependent.

(c) The custody of an accused member of the United States armed forces or civilian component, or a dependent, shall be promptly entrusted to the military authorities of the United States pending conclusion of all judicial proceedings. The United States military authorities will make any member of the United States armed forces or civilian component, and their dependents, over whom the Republic of China is to

exercise jurisdiction immediately available to the authorities of the Republic of China upon their request for purpose of investigation and trial.

(d) The United States military authorities shall notify promptly the authorities of the Republic of China of the arrest of any person subject to the military law of the United States in cases in which the Republic of China has the primary right to exercise jurisdiction.

6. (a) The appropriate authorities of the United States and the authorities of the Republic of China shall assist each other in the carrying out of all necessary investigations into offenses, and in the collection and production of evidence, including the seizure and, in proper cases, the handing over of objects connected with an offense. The handing over of such objects may, however, be made subject to their return within the time specified by the authority delivering them.

(b) The military authorities of the United States and the authorities of the Republic of China shall notify one another of the disposition of all cases in which there are concurrent rights to exercise jurisdiction.

7. (a) A death sentence shall not be carried out in the Agreement Area by the military authorities of the United States if the legislation of the Republic of China does not provide for such punishment in a similar case.

(b). The authorities of the Republic of China shall give sympathetic consideration to a request from the military authorities of the United States for assistance in carrying out a sentence of imprisonment pronounced by the military authorities of the United States under the provisions of this Article within the Agreement Area.

8. Where an accused person has been tried in accordance with the provisions of this Article either by the military authorities of the United States or by the authorities of the Republic of China and has been acquitted, or has been convicted and is serving, or has served, his sentence, or has had his sentence suspended, or has been pardoned, he may not be tried again for the same offense within the Agreement Area by the authorities of the other State. However, nothing in this paragraph shall prevent the military authorities of the United States from trying a member of its armed forces for any violation of rules of discipline arising from an act or omission which constituted an offense for which he was tried by the authorities of the Republic of China.

9. Whenever a member of the United States armed forces or civilian component, or a dependent, is prosecuted under the jurisdiction of the Republic of China, he shall be entitled:

(a) to a prompt and speedy trial;

(b) to be informed, in advance of trial, of the specific charge or charges made against him;

(c) to be confronted with the witnesses against him;

(d) to have compulsory process for obtaining witnesses in his favor, if they are within the jurisdiction of the Republic of China;

(e) to have legal representation of his own choice for his defense or to have free or assisted legal representation under the conditions prevailing for the time being in the Republic of China;

(f) if he considers it necessary, to have the service of a competent interpreter; and

(g) to communicate with a representative of the United States Government, and to have such a representative present at his trial.

10. (a) Regularly constituted military units or formations of the United States armed forces shall have the right to police any areas or facilities which they use under Article III of this Agreement. The military police of such forces may take all appropriate measures to ensure the maintenance of order and security within such areas and facilities.

(b) Outside these areas and facilities, such military police shall be employed only subject to arrangements with the authorities of the Republic of China and in liaison with those authorities, and insofar as such employment is necessary to maintain discipline and order among the members of the United States armed forces, or ensure their security.

11. In the event of hostilities the provisions of this Article shall be suspended immediately upon notice given by either Party. In such a case the two Governments shall immediately consult with a view to agreeing on suitable provisions to replace the provisions suspended. Pending such agreement the United States military authorities shall have the primary right to exercise jurisdiction over all offenses which may be committed by persons subject to the military law of the United States in the Agreement Area.

Agreed Minutes to Article XIV

Re paragraph 1(a)

The term "all persons subject to the military law of the United States" as referred to in this Article and in these Agreed Minutes is understood to include members of the United States armed forces and, unless the law of the United States provides otherwise, members of the civilian component, and dependents.

Re paragraph 1(b)

1. The term "authorities of the Republic of China" is understood to have reference only to the District Courts, High Courts and Supreme Court of the Republic of China.

2. It is understood that the jurisdiction of the authorities of the Republic of China over members of the United States armed forces or the civilian component, and dependents, shall not extend to any offenses committed outside the Agreement Area.

Re paragraph 3(a)(ii)

1. Whenever, in the course of criminal proceedings against a member of the United States armed forces or the civilian component, it becomes necessary to determine whether an offense has arisen out of any act or omission done in the performance of official duty, such determination shall be made in accordance with the law of the United States. The highest appropriate military authority of the United States may submit to the Chinese court or authority dealing with the case a certificate thereon.

2. The Chinese court or authority shall make its decision in conformity with the certificate. In exceptional cases, however, such certificate may, at the request of the Chinese court or authority, be made the subject of review through discussions between the United States Government and the Government of the Republic of China. Nothing in this minute shall prejudice the operation of Article 269 of the Code of Criminal Procedure of the Republic of China in cases properly before a Chinese court under paragraph 3 of this Article.

Re paragraph 3(c)

1. The Government of the Republic of China waives in favor of the United States the primary right granted to the Chinese authorities under subparagraph (b) of paragraph 3 of this Article in cases of concurrent jurisdiction, in accordance with paragraphs 2, 3, 4, 5, 6 and 7 of this minute.

2. Subject to any particular arrangements which may be made under paragraph 7 of this minute, the military authorities of the United States shall notify the competent Chinese authorities of individual cases falling under the waiver provided in paragraph 1 of this minute.

3. Where the competent Chinese authorities hold the view that, by reason of special circumstances in a specific case, major interests of Chinese administration of justice make imperative the exercise of Chinese jurisdiction, they may recall the waiver granted under paragraph 1 of this minute by a statement to the competent military authorities of the United States within a period of twenty-one days after receipt of the notification envisaged in paragraph 2 of this minute or any shorter period which may be provided in arrangements

made under paragraph 7 of this minute. The Chinese authorities may also submit the statement prior to receipt of such notification.

(a) Subject to a careful examination by the Chinese authorities of each specific case and to the results of such examination, major interests of Chinese administration of justice within the meaning of paragraph 3 above may make imperative the exercise of Chinese jurisdiction, in particular, in the following cases:

(i) security offenses against the Republic of China;

(ii) offenses causing the death of a human being, robbery, and rape, except where the offenses are directed against a member of the United States armed forces or the civilian component, or a dependent; and

(iii) attempts to commit such offenses or participation therein.

(b) In respect of the offenses referred to in subparagraph (a) of this paragraph, the authorities concerned shall proceed in particularly close cooperation from the beginning of the preliminary investigation in order to provide the mutual assistance envisaged in paragraph 6 of this Article.

4. In cases where the Government of the Republic of China has recalled its waiver of jurisdiction pursuant to paragraph 3 of this minute, and where a disagreement exists between the authorities concerned, the Government of the United States may make representations through diplomatic channels. The Government of the Republic of China shall resolve the disagreement having given due consideration to the interests of Chinese administration of justice, and to the interests of the United States Government.

5. (a) With the consent of the competent Chinese authorities, the military authorities of the United States may transfer to the Chinese courts or authorities for investigation, and if warranted, trial and decision, particular criminal cases in which jurisdiction rests with the United States.

(b) With the consent of the military authorities of the United States, the competent Chinese authorities may transfer to the military authorities of the United States for investigation, and if warranted, trial and decision, particular criminal cases in which jurisdiction rests with the Republic of China.

6. (a) Where a member of the United States armed forces or the civilian component, or a dependent, is arraigned before a court of the United States for an offense committed in the Agreement Area against Chinese interests, the trial shall be held within the Agreement Area

(i) except where the law of the United States requires otherwise, or

(ii) except where, in cases of military exigency or in the interests of justice, the military authorities of the United States intend to hold the trial outside the Agreement Area. In this event they shall afford the Chinese authorities timely opportunity to comment on such intention and shall give due consideration to any comments the latter may make.

(b) Where the trial is held outside of the Agreement Area, the military authorities of the United States shall inform the Chinese authorities of the place and date of the trial. A Chinese representative shall be entitled to be present at the trial, except where his presence is incompatible with the rules of the court of the United States or with the security requirements of the United States, which are not at the same time the security requirements of the Republic of China. The military authorities of the United States shall inform the Chinese authorities of the judgment and the final outcome of the proceedings.

7. In the implementation of the provisions of this Article and this agreed minute, and to facilitate the expeditious disposal of offenses of minor importance, arrangements may be made between the military authorities of the United States and the competent Chinese authorities. These arrangements may also extend to dispensing with notification and to the period of time referred to in paragraph 3 of this minute within which the waiver may be recalled.

Re paragraph 5(c)

1. (a) Where jurisdiction is exercised by the military authorities of the United States, custody of members of the armed forces or the civilian component, or dependents, shall rest with the military authorities of the United States.

(b) Where jurisdiction is exercised by the Chinese authorities, custody of members of the armed forces or the civilian component, or dependents, shall rest with the military authorities of the United States in accordance with paragraphs 2 and 3 of this agreed minute.

2. (a) Where the arrest has been made by the Chinese authorities, the arrested person shall be handed over to the military authorities of the United States if such authorities so request.

(b) Where the arrest has been made by the military authorities of the United States, or where the arrested person has been handed over to them under subparagraph (a) of this paragraph, they:

(i) may transfer custody to the Chinese authorities at any time; and

(ii) shall give sympathetic consideration to any request for the transfer of custody which may be made by the Chinese authorities in specific cases.

(c) In respect of offenses directed solely against the security of the Republic of China, custody shall rest with the Chinese authorities in accordance with such arrangements as may be made to that effect with the military authorities of the United States.

3. Where custody rests with the military authorities of the United States in accordance with paragraph 2 of this agreed minute, it shall remain with such authorities until the conclusion of all judicial proceedings held in accordance with this Article. The military authorities of the United States shall make the arrested person available to the Chinese authorities for investigation and criminal proceedings and shall take all appropriate measures to that end and to prevent any prejudice to the course of justice. They shall take full account of any special request regarding custody made by the competent Chinese authorities.

4. The United States shall retain the right to keep in custody the arrested person either in a detention institution of its own or with its armed forces. In order to ensure smooth implementation of the obligations imposed by the second sentence of paragraph 3 of this agreed minute, the military authorities of the United States shall keep the arrested person, where possible, in the vicinity of the seat of the Chinese authority dealing with the case; this, however, shall not constitute an obligation on their part to keep the arrested person outside the area in use by the United States armed forces.

Re paragraph 6

United States military authorities desiring the presence of Chinese witnesses or evidence before courts, boards, or for the purpose of official investigations, convened or conducted within the Agreement Area, should submit a written request to the nearest procurator's office or Judge, and a summons shall thereupon be issued. Such request for personal appearance of a Chinese witness will be made only after due consideration has been given to the utilization of a deposition. The rates and pay scales for witnesses set out in directives of the United States armed forces, or the pay scales used by Chinese courts for witnesses, will be utilized.

Re paragraph 9(a)

The right to a prompt and speedy trial shall include public trial by a duly constituted court. Provided that all the rights granted by this Article are accorded an accused, he may be tried *in camera* if the

court determines that a public hearing would be detrimental to public order or good morals.

Re paragraph 9(b)

The right of the accused to be informed, in advance of trial, of specific charges against him shall mean that:

(1) he shall not be arrested or detained without being at once informed of the charges against him;

(2) he shall not be detained without adequate cause; and upon demand of the accused or any other person such cause must be immediately shown in open court in his presence and the presence of his counsel.

Re paragraph 9(c)

The right to be confronted with the witnesses against him shall include a full opportunity to examine all witnesses whose testimony is presented at the trial.

Re paragraph 9(e)

The right to have legal representation includes the right to have and consult with legal counsel present at any preliminary investigations, examinations or hearings, at which the accused is present, as well as throughout all stages of trial and appeal.

Re paragraph 9(f)

The right to have the services of a competent interpreter shall exist from the moment of arrest or detention of the accused.

Re paragraph 9(g)

The United States Government shall have the right to have a representative present, with whom the accused may communicate, at any preliminary investigations, examination, or hearings at which the accused is present, as well as at all stages of trial and appeal.

Re paragraph 9

(1) In addition to the above guarantees, the accused shall not be compelled to incriminate himself.

(2) No appeal will be taken by the prosecution from a judgment of acquittal nor may an appeal be taken by the prosecution from any judgment which the accused does not appeal except upon grounds of errors of law.

Additional Agreed Minutes

1. It is understood that only facilities agreed on by the Joint Committee will be utilized for the confinement or detention of members of the United States armed forces or the civilian component, or depend-

ents. The appropriate authorities of the United States will be authorized to visit these persons periodically at the place of confinement in Chinese facilities and will be authorized to provide in appropriate cases supplementary care and provisions for such persons, such as clothing, food, bedding, and medical and dental treatment.

2. Nothing in this Article shall be construed to restrict the right of an accused to request a trial *de novo* by an appellate court. The appellate court shall grant such a request properly made in accordance with its rules and procedures.

Article XV

1. Each Government waives all its claims against the other Government for damage to any property owned by it and used by its land, sea or air armed forces, if such damage:

(a) was caused by a member or an employee of the armed forces of the other Government in the execution of his official duties; or

(b) arose from the use of any vehicle, vessel or aircraft owned by the other Government and used by its armed forces provided either that the vehicle, vessel or aircraft causing the damage was being used for official purposes, or that the damage was caused to property being so used.

Claims by one Government against the other Government for maritime salvage shall be waived provided that the vessel or cargo was owned by one of the Governments and being used by its armed forces for official purposes.

2. In the case of damage caused or arising as stated in paragraph 1 to other property owned by either Government and located in the Agreement Area:

(a) each Government waives its claim up to the amount of US$1,400 or its equivalent in Chinese currency according to the prevailing official rate of exchange of the Government of the Republic of China;

(b) claims in excess of the amount stated in subparagraph (a) shall be settled by the Government against which the claim is made in accordance with its domestic law.

3. For the purposes of paragraphs 1 and 2 of this Article the expression "owned by a Government" in the case of a vessel includes a vessel on bare-boat charter to that Government or requisitioned by it on bare-boat terms or seized by it in prize (except to the extent that the risk of loss or liability is borne by some other person than such Government).

4. Each Government waives all its claims against the other Government for injury or death suffered by any member of its armed forces

while such member was engaged in the performance of his official duties.

5. (a) A member of the United States armed forces or the civilian component, or a dependent, shall not be afforded immunity from the jurisdiction of the civil courts of China except: (1) in a matter arising from his performance of official duty; or (2) in respect of any claim where there has been payment in full satisfaction of the claim.

(b) In case any private movable property, excluding that in use by the United States armed forces, which is subject to compulsory execution under Chinese law, is within the areas and facilities in use by the United States armed forces, the United States authorities shall, upon the request of Chinese courts, render all assistance within their power to see that such property is turned over to the Chinese authorities.

6. Claims (other than contractual claims) arising out of acts or omissions of members or employees of the United States armed forces done in the performance of official duty, or out of any other act, omission or occurrence for which the United States armed forces are legally responsible, and causing damage in the Agreement Area to third parties other than the two Governments shall be processed and settled in accordance with the applicable provisions of United States law. The United States Government shall entertain other non-contractual claims against members or employees of the United States armed forces, and may offer an *ex gratia* payment in such cases and in such amounts as is determined by the appropriate United States authorities.

7. The authorities of the United States and the Republic of China shall cooperate in the procurement of evidence for the fair disposition of claims under this Article.

8. Paragraphs 2 and 6 of this Article shall not apply to claims arising incident to combat activities.

9. Disputes arising out of contracts concerning the procurement of materials, supplies, equipment, services, and labor by or for the United States armed forces, which are not resolved by the parties to the contract concerned, may be submitted to the Joint Committee referred to in Article XVIII of this Agreement for conciliation provided that the provisions of this paragraph shall not prejudice any right which the parties to the contract may have to file a civil suit.

Agreed Minutes to Article XV

Agreed Minute No. 1 – Re subparagraph 5(a) of Article XV

If a claim arises out of an act or omission of a member or an employee of the United States armed forces, whether such act or omission occurred in the performance of official duty shall be determined in

accordance with the laws of the United States. The highest appropriate authority of the United States may submit to the Chinese authority dealing with the case a certificate thereon. In exceptional cases, however, such certificate may, at the request of the Chinese authority, be made the subject of review through discussions between the United States Government and the Government of the Republic of China.

Agreed Minute No. 2

Should the procedures provided for under this Article prove to be unsatisfactory, upon the request of the Government of the Republic of China the following claims article will be substituted *in toto:*

ARTICLE XV

1. Each Government waives all its claims against the other Government for damage to any property owned by it and used by its land, sea or air armed forces, if such damage:

(a) was caused by a member or an employee of the armed services of the other Government in the execution of his official duties; or

(b) arose from the use of any vehicle, vessel or aircraft owned by the other Government and used by its armed forces provided either that the vehicle, vessel or aircraft causing the damage was being used for official purposes, or that the damage was caused to property being so used.

Claims for maritime salvage by one Government against the other Government shall be waived, provided that the vessel or cargo salved was owned by one of the Governments and being used by its armed forces for official purposes.

2. (a) In the case of damage caused or arising as stated in paragraph 1 to other property owned by either Government and located in the Agreement Area the issue of the liability of the other Government shall be determined and the amount of damage shall be assessed, unless the two Governments agree otherwise, by a sole arbitrator selected in accordance with subparagraph (b) of this paragraph. The arbitrator shall also decide any counter-claims arising out of the same incident.

(b) The arbitrator referred to in subparagraph (a) above shall be selected by agreement between the two Governments from amongst the nationals of China who hold or have held high judicial office.

(c) Any decision taken by the arbitrator shall be binding and conclusive upon the two Governments.

(d) The amount of any compensation awarded by the arbitrator shall be distributed in accordance with the provisions of paragraph 5(e) (i), (ii) and (iii) of this Article.

(e) The compensation of the arbitrator shall be fixed by agreement between the two Governments and shall, together with the necessary expenses incidental to the performance of his duties, be defrayed in equal proportion by them.

(f) Nevertheless, each Government waives its claim in any such case up to the amount of US$1,400 or NT$56,000 in Chinese currency. In the case of considerable variation in the rate of exchange between these currencies the two Governments shall agree on the appropriate adjustments of these amounts.

3. For the purposes of paragraphs 1 and 2 of this Article the expression "owned by a Government" in the case of a vessel includes a vessel on bare-boat charter to that Government or requisitioned by it on bare-boat terms or seized by it in prize (except to the extent that the risk of loss or liability is borne by some other person than such government).

4. Each Government waives all its claims against the other Government for injury or death suffered by any member of its armed forces while such member was engaged in the performance of his official duties.

5. Claims (other than contractual claims and those to which paragraphs 6 or 7 of this Article apply) arising out of acts or omissions of members or employees of the United States armed services done in the performance of official duty, or out of any other act, omission or occurrence for which the United States armed forces are legally responsible, and causing damage in the Agreement Area to third parties, other than the Government of China, shall be dealt with by China in accordance with the following provisions:

(a) Claims shall be filed, considered and settled or adjudicated in accordance with the laws and regulations of China with respect to claims arising from the activities of its own armed forces.

(b) China may settle any such claims, and payment of the amount agreed upon or determined by adjudication shall be made by China in Chinese currency.

(c) Such payment, whether made pursuant to a settlement or to adjudication of the case by a competent tribunal of China, or the final adjudication by such a tribunal denying payment, shall be binding and conclusive upon the two Governments.

(d) Every claim paid by China shall be communicated to the appropriate United States authorities together with full particulars and a proposed distribution in conformity with

subparagraphs (e), (i) and (ii) below. In default of a reply within two months, the proposed distribution shall be regarded as accepted.

(e) The cost incurred in satisfying claims pursuant to the preceding subparagraphs and paragraph 2 of this Article shall be distributed between the two Governments as follows:

(i) Where the United States alone is responsible, the amount awarded or adjudged shall be distributed in the proportion of 25 per cent chargeable to the Republic of China and 75 per cent chargeable to the United States.

(ii) Where the United States and China are responsible for the damage, the amount awarded or adjudged shall be distributed equally between them. Where the damage was caused by the armed forces of the United States or China and it is not possible to attribute it specifically to one or both of those armed forces, the amount awarded or adjudged shall be distributed equally between the United States and China.

(iii) Every half-year, a statement of the sums paid by China in the course of the half-yearly period in respect of every case regarding which the proposed distribution on a percentage basis has been accepted, shall be sent to the appropriate United States authorities, together with a request for reimbursement. Such reimbursement shall be made in Chinese currency within the shortest possible time.

(f) Members and employees of the United States armed services (except employees who are nationals of China) shall not be subject to any proceedings for the enforcement of any judgment given against them in the Agreement Area in a matter arising from the performance of their official duties.

(g) Except insofar as subparagraph (e) of this paragraph applies to claims covered by paragraph 2 of this Article, the provisions of this paragraph shall not apply to any claim arising out of or in connection with the navigation or operation of a ship or the loading, carriage, or discharge of a cargo, other than small maritime claims and claims for death or personal injury to which paragraph 4 of this Article does not apply.

6. Claims against members or employees of the United States armed services (except employees who are nationals of China or ordinarily resident in the Agreement Area) arising out of tortious acts or omissions in the Agreement Area not done in the performance of official duty shall be dealt with in the following manner:

(a) The appropriate authorities of the Republic of China shall consider the claim and assess compensation to the claimant in a fair and just manner, taking into account all circumstances of the case, including the conduct of the injured person, and shall prepare a report on the matter.

(b) The report shall be delivered to the appropriate United States authorities, who shall then decide without delay whether they will offer an *ex gratia* payment, and if so, of what amount.

(c) If an offer of *ex gratia* payment is made, and accepted by the claimant in full satisfaction of his claim, the United States authorities shall make the payment themselves and inform the appropriate authorities of the Republic of China of their decision and of the sum paid.

(d) Nothing in this paragraph shall affect the jurisdiction of the courts of China to entertain an action against a member or employee of the United States armed forces unless and until there has been payment in full satisfaction of the claim.

7. Claims arising out of the unauthorized use of any vehicle of the United States armed forces shall be dealt with in accordance with paragraph 6 of this Article, except insofar as the United States armed forces are legally responsible.

8. If a dispute arises as to whether an act or omission of a member or an employee of the United States armed forces occurred in the performance of official duty, a certificate issued by the highest appropriate United States military authority shall be regarded as conclusive.

9. (a) The United States shall not claim immunity from the jurisdiction of the courts of China for members or employees of the United States armed forces in respect of the civil jurisdiction of the courts of China except to the extent provided in paragraph 5(f) of this Article.

(b) In case any private movable property, excluding that in use by the United States armed forces, which is subject to compulsory execution under Chinese law, is within the areas and facilities in use by the United States armed forces, the United States authorities shall upon the request of the courts of the Republic of China, render all assistance within their power to see that such property is turned over to the Chinese authorities.

(c) The authorities of the United States and the Republic of China shall cooperate in the procurement of evidence for a fair hearing and disposal of claims under this Article.

10. Disputes arising out of contracts concerning the procurement of materials, supplies, equipment, services, and labor by or for the United

States armed forces, which are not resolved by the parties to the contract concerned, may be submitted to the Joint Committee provided for in Article XVIII for conciliation, provided that the provisions of this paragraph shall not prejudice any right which the parties to the contract may have to file a civil suit.

11. Paragraphs 2 and 5 of this Article shall not apply to war damage.

Agreed Minute to Article XV, Paragraph 5(g)

With respect to Article XV, subparagraph 5(g), "small maritime claims" is defined as claims for the following types of damage:

(1) damage to cultivation of marine animals and plants in coastal waters;

(2) damage to fishnets;

(3) damage to boats of less than twenty tons, involving individual claims for two thousand five hundred United States dollars or less;

(4) damage of similar nature as may be mutually agreed through the Joint Committee.

Article XVI

The Republic of China grants permission to the United States armed forces, subject to the pertinent provisions of Articles VIII and XI of this Agreement, to establish, maintain, and operate, within the areas and facilities in use by the United States armed forces, United States military post offices for the use of members of the United States armed forces or the civilian component, and their dependents, and such other persons as may be proposed by the appropriate United States authorities through diplomatic channels and approved by the appropriate Chinese authorities, for the transmission of mail between United States military post offices in the Agreement Area and between such military post offices and other United States post offices. Procedures for cooperation between United States military post offices and Chinese post offices shall be jointly determined by the appropriate United States and Chinese authorities.

Article XVII

1. Searches, seizures, or other inspections shall not be made of United States Government property at the disposal of the United States armed forces (including their authorized contractors) when entering, located in, or leaving the Agreement Area, including, but not limited to, mail in United States military channels, equipment, materials, and supplies, shipped by, to, or on behalf of the United States armed forces and certified by the appropriate authorities of the United States armed forces to be for their official use, official documents and courier and communications documents under seal.

2. (a) The persons or property of members of the United States armed forces or the civilian component, and their dependents, if within the areas and facilities in use by the United States armed forces, shall be exempt from searches, seizures, or other inspections except as may be agreed by the appropriate authorities of the two Governments.

(b) At the request of the appropriate authorities of the Republic of China, the authorities of the United States armed forces shall, within the limits of their authority, make such searches, seizures, or other inspections within the areas and facilities in use by the United States armed forces and fully inform the Chinese authorities as to the results thereof.

3. (a) The persons and property of members of the United States armed forces or the civilian component, and their dependents, if outside the areas and facilities in use by the United States armed forces and outside the private residences of such persons, shall be subject to searches, seizures, or other inspections by appropriate Chinese authorities in accordance with Chapter XI, Part I of the Code of Criminal Procedure of the Republic of China. The authorities of the United States armed forces shall, whenever practicable, be afforded the opportunity to be present and to provide assistance.

(b) The persons of members of the United States armed forces or the civilian component, and their dependents, within the private residences of such persons, shall be subject to searches by appropriate Chinese authorities in accordance with Chapter XI, Part I of the Code of Criminal Procedure of the Republic of China in connection with their arrest. Searches may also be made of such persons in such residences in accordance with Chapter XI, Part I of the Code of Criminal Procedure of the Republic of China not in connection with their arrest provided that the authorities of the United States armed forces have been afforded the opportunity to be present and to provide assistance. Property discovered in searches under this paragraph shall be subject to seizure in accordance with Chapter XI, Part I of the Code of Criminal Procedure of the Republic of China.

4. The private residences, and property therein, of members of the United States armed forces or the civilian component, and their dependents, located outside the areas and facilities in use by the United States armed forces shall be subject to searches, seizures, or other inspections in accordance with Chapter XI, Part I of the Code of Criminal Procedure of the Republic of China provided that the authorities of the United States armed forces have been afforded the opportunity to be present and to provide assistance.

ARTICLE XVIII

1. Upon the entry into force of this Agreement, a Joint Committee shall be established as the means for mutual consultation between the United States and the Republic of China on all matters regarding the implementation of this Agreement.

2. The Joint Committee shall be composed of one representative each of the United States and of the Republic of China, each of whom shall have one or more deputies. The Joint Committee shall determine its own rules of procedure and appoint such subcommittees as may be required. The Joint Committee shall be so organized that it may meet immediately at any time at the request of the representative of either the United States or the Republic of China.

3. If the Joint Committee is unable to resolve a particular matter, it shall refer that matter to the respective Governments for further consideration through appropriate channels.

ARTICLE XIX

1. This Agreement shall be approved by the United States and the Republic of China in accordance with their respective constitutional procedures; notes indicating such approval shall be exchanged and this Agreement shall enter into force from the date of the exchange of notes.[1]

2. The two Governments undertake to seek from their respective legislatures necessary legislative action with respect to any provision of the Agreement which requires such action for its execution.

3. Either Party may at any time request the revision of any Article of this Agreement, in which case the two Governments shall enter into negotiations through normal diplomatic channels.

ARTICLE XX

This Agreement, and agreed revisions thereof, shall remain in force while the Mutual Defense Treaty between the United States of America and the Republic of China, signed on December 2, 1954, remains in force, unless terminated earlier by agreement between the two Governments.

[1] Apr. 12, 1966.

IN WITNESS WHEREOF, the undersigned representatives of the two Governments, duly authorized for the purpose, have signed this Agreement.

Done in duplicate, in the English and Chinese languages, both texts authentic, at Taipei, on this 31st day of August of the Year One Thousand Nine Hundred and Sixty-five, corresponding to the 31st day of the eighth month of the Fifty-fourth Year of the Republic of China.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA

Ralph N. Clough [1]

[SEAL]

FOR THE GOVERNMENT OF THE REPUBLIC OF CHINA

沈昌煥 [2]

[SEAL]

[1] Ralph N. Clough.
[2] Shen Chang-huan.

公曆一九六五年即中華民國五十四年八月三十一日訂於台北

美利堅合衆國政府代表：

Ralph N. Clough

中華民國政府代表：

沈昌煥

要求開會時，隨時開會。

三、聯合委員會對某一特定事件不能解決時，應即將該項事件分別轉請兩國政府經由適當途徑續予考慮。

第十九條

一、本協定應由美利堅合衆國及中華民國各依其憲法程序予以核准；並應以換文表示此項核准，本協定應自上述換文之日起生效。

二、雙方政府對於本協定中任何必需採取立法行動始能實施之規定，應分別提請其立法機關採取此項行動。

三、雙方政府之任何一方均得隨時要求修改本協定任何條文，並應由雙方政府循正常外交途徑進行談判。

第二十條

本協定及其經協議修正之規定除經雙方同意提早終止外，應在中華民國四十三年十二月二日簽訂之美中共同防禦條約有效期間繼續生效。

爲此，兩國政府下開合法授權代表爰於本協定簽字，以昭信守。

本協定用英中文各繕兩份。英文本及中文本同一作準。

他檢查。美軍當局，在實際可能範圍內，應有到場協助之機會。

乙、美軍人員或文職單位人員，及其家屬，在前述人員之私人住宅內，應受中國主管當局依中華民國刑事訴訟法第一編第十一章之規定而爲有關逃捕彼等之搜索。如美軍當局已獲有到場協助之機會，前述人員在彼等之住宅內，亦得受依中華民國刑事訴訟法第一編第十一章之規定而爲無關逃捕彼等之搜索，由於本項規定之搜索所發現之財產，應依中華民國刑事訴訟法第一編第十一章之規定予以扣押。

四、美軍人員或文職單位人員，及其家屬之私人住宅及住宅內之財產，在美軍所使用之地面及設備以外者，得依中華民國刑事訴訟法第一編第十一章之規定予以搜索、扣押或其他檢查，惟美軍當局須有到場協助之機會。

第十八條

一、本協定生效時，應成立一聯合委員會，俾美中雙方得藉以互相磋商因實施本協定而引起之各項問題。

二、聯合委員會由美中兩國代表各一人組成之，各該代表應有一人或一人以上之副代表。聯合委員會議事程序應由其自行決定，並於必要時應由其自行指定小組委員會。聯合委員會組織辦法應使美中兩國代表任何一方

決定之。

第十七條

一、美軍（包括其授權之特約承辦人）所使用之美國政府財產輸入或輸出或存放於協定地區內時，應不受搜索、扣押或其他檢查；此項財產包括但不限於：美國軍郵郵件，由美軍自行輸入或代為美軍輸入及運交美軍而經美軍書面證明係供公用之裝備、物資與供應，密封官方文書，以及專差遞送或電訊方面之文書。

二、甲、美軍人員或文職單位人員，及其家屬之身體及財產，在美軍所使用之地面及設備內，除經雙方政府主管當局同意者外，應不受搜索、扣押或其他檢查。

乙、美軍當局循中國主管當局之要求，應在其職權範圍內，自行在美軍使用之地面及設備內辦理此項搜索、扣押或其他檢查，並將其結果全部通知中國當局。

三、甲、美軍人員或文職單位人員，及其家屬之身體及財產，在美軍所使用之地面及設備以外，及在前述人員之私人住宅以外，應受中國主管當局依中華民國刑事訴訟法第一編第十一章之規定予以搜索、扣押或其

之聯合委員會予以調解，但本項之規定，不得妨礙契約雙方提起民事訴訟之權。

十、本條第二項及第五項不適用於戰爭損害。

關於第十五條第五項庚款之同意記錄：

關於第十五條第五項庚款「輕微海上請求權」，其意義爲左列各種損害之請求權：

一、對沿海培養水產動植物之損害。

二、對漁網之損害。

三、對不滿二十噸船隻之損害，而其個人請求不超出美幣二千五百元者。

四、其他性質相同並經聯合委員會協議之損害。

第十六條

中華民國准許美軍在本協定第八條及第十一條有關規定之範圍內，於美軍所使用之地面及設備內設立、維持並經營美國軍郵局，以供美軍人員，文職單位人員，及其家屬與其他經由外交途徑，由美國主管當局建議，並經中國主管機關核可之人員，在協定地區各美軍郵局間，及此項軍郵局與其他美國郵局間送遞郵件之用。美國軍郵局與中國郵局間之合作程序，應由美中主管當局共同

諾，美國主管當局應即自爲給付，并將其決定及所付金額通知中華民國主管當局。

丁、除賠償要求業經給付而獲全部解決者外，本項規定各節應不影響中國法院受理對美軍人員或雇員所提訴訟之權。

七、凡因擅自使用美軍任何陸上交通工具而引起之請求，除依法應由美軍負責者外，應依本條第六項處理之。

八、關於美軍人員或雇員，其行爲或不行爲之是否因執行公務而引起，美國最高軍事主管當局所出具之證明應視爲最後確定。

九、甲、關於中國法院之民事管轄權，除本條第五項已款規定者外，美國政府不得爲美軍人員或雇員請求豁免。

乙、在美軍使用之地面及設備內之任何私人動產，除正爲美軍使用者外，如依中國法律爲強制執行者，美國當局經中國法院之要求，應儘量協助以使此項動產移交中國當局。

丙、美國當局與中華民國當局應共同合作提供證據，以便公平處理本條所規定之各項請求。

十、凡由美軍或爲美軍購取物資、供應品、裝備、勞務及勞役等契約所引起之爭端，其不能由契約雙方自行解決者，得送請本協定第十八條所規定

得協議并經給付各案之款項，書面通知美國主管當局，並要求美國主管當局歸墊其應負擔部份。此項歸墊應以中國貨幣在最短可能期內爲之。

己、美軍人員及雇員（中國國籍雇員除外）在協定地區內，如因執行公務引起事件時，應不受執行任何有關該事件裁判之處分。

庚、除本項(戊)款之規定適用於本條第二項所指之請求外，本項之規定應不適用於任何由於或關於船舶之航行或駕駛或載貨、運貨或卸貨所引起之請求權，惟輕微海上請求權則不在此限，但因死傷提出之請求權，不得適用本條第四項之規定，亦不適用本項之規定。

六、對於美軍人員及雇員（中國國籍雇員或通常以協定地區爲居所之雇員除外）在協定地區內，非因執行公務而發生之侵權行爲或不行爲所引起之請求，應依左列辦法處理之：

甲、中華民國主管當局應以公正合理態度並根據包括請求權人行爲在內之全部案情，考量其請求，核定賠償金額，並提出報告。

乙、此項報告應送交美國主管當局，美國主管當局應即決定是否可爲自願之給付；如可給付，並定其金額。

丙、如此項自願給付之要約經請求權人認爲足以全部解決其請求而予承

判決定者，均由中國政府以中國貨幣支付之。

丙、上項金額之支付，不論基於和解或基於中國主管法院之裁判，對雙方政府均具確定拘束力，此項法院最後裁判，如係駁回請求，亦對雙方政府均具確定拘束力。

丁、中國政府應將業經給付之各項請求，連同其詳細資料，及擬議之款項分擔辦法，通知美國主管當局，該項款項之分擔應依本項戊款(子)、(丑)兩目規定辦理之。該項通知於送達二月內未獲答復，則上述所擬款項分擔辦法即視爲已被接受。

戊、根據本項前述各款及本條第二項之規定而解決之請求，其所需之款項，應由雙方政府依下列辦法分擔之：

(子)凡應由美國單方負責者，其經判定之金額分配，應由中華民國政府負擔百分之二十五，美國負擔百分之七十五。

(丑)凡由美國與中華民國共同負責之財產損失，其給付或裁決之金額，應由雙方政府平均負擔之。如財產之損失係由美國或中國軍事人員所引起而其一方或雙方之責任不能明白確定時，其給付或裁決之金額亦應由雙方政府平均負擔之。

(寅)中國政府應於每半年將該半年內按照款項百分比例負擔辦法業經獲

之必需費用，應由雙方政府平均支付之。

己、但關於賠償金額不足美幣一千四百元，或中國貨幣新台幣五萬六千元之案件，雙方政府捨棄請求權。倘此兩貨幣間之匯率有相當之變更，雙方政府應就其數額協議作適當之調整。

三、本條第一、二兩項所謂「政府所有」一詞，就船舶而言，包括空船出租予政府之船舶，或經政府以空船條件徵用之船舶，或捕獲之船舶（凡不由政府而由其他方面擔負損失或風險責任部份除外）。

四、本協定任何一方政府之軍事人員如因執行公務而遭受傷害或死亡時，雙方政府捨棄一切請求權。

五、凡請求（基於契約之請求及適用本條第六、七兩項規定之請求除外）之係由美軍人員或雇員因執行公務所為之行為或不行為而引起者，或依法應由美軍負責之任何其他行為、不行為或事故而引起者，如此項行為或不行為引起在協定地區內之財產損害，其受害人非中國政府而為第三者時，應由中國政府依照下列規定處理之：

甲、各項請求應依照中國關於其本國軍事人員之作為而發生請求之法令予以提出、考量並予和解或裁判。

乙、中國政府得以和解方式解決任何此類請求，其金額由協議成立或裁

甲、該項損害係因他方政府軍事人員或雇員因執行公務所造成者；

乙、該項損害係由他方政府所有并由其武裝部隊使用之車輛、船舶、飛機所引起者。但造成損害之車輛、船舶或飛機或遭受損害之財產均須正爲公務目的而使用。

關於本協定一方政府向他方政府之海上撈救請求權，如該項經予撈救之船舶或載貨係屬他方政府所有並正由其武裝部隊爲公務目的而使用者，則此項請求權應予捨棄。

二、甲、關於本條第一項所指，由一方政府對他方政府所有在協定地區內之其他財產造成或引起之損害案件，除雙方政府另有協議外，應由依照本項(乙)款選定之一位仲裁人裁定該一方政府之責任，並由其衡定賠償金額。仲裁人並應裁定由該案件引起之任何相對請求。

乙、本項(甲)款所指之仲裁人，應依雙方政府協議，就曾任或現任高級司法職務之中國國民遴選之。

丙、仲裁人之任何裁定，對於雙方政府應具確定拘束力。

丁、仲裁人裁定之任何賠償金額，應依本條第五項戊款(子)、(丑)、(寅)各目之規定分擔之。

戊、仲裁人之酬報應由雙方政府協議決定之，該項酬報及其執行公務時

七、美國當局與中華民國當局應共同合作，提供證據，以便公平處理本條所規定之各項請求。

八、本條第二項及第六項不適用於由作戰行爲而引起之請求。

九、凡由美軍或爲美軍購取物資、供應品、裝備、勞務及勞役等契約所引起之爭端，其未由契約雙方自行解決者，得送請本協定第十八條規定之聯合委員會予以調解，但本項之規定不得妨礙契約雙方提起民事訴訟之權。

關於第十五條第五項甲款之同意記錄：

倘美軍人員或雇員之行爲或不行爲引起請求時此項行爲或不行爲是否由於執行公務應依美國法律予以認定。美國最高軍事主管當局得向主管本案之中國當局出具與本案有關之證書。惟於特殊案件，此項證書得經中國當局之要求爲美中兩國政府間討論之課題。

關於第十五條之同意記錄：

本條所規定之程序，如經實施其結果未盡滿意，經中華民國政府之要求，將以下列請求權全部條文予以替代：

第十五條

一、本協定任何一方政府所有并由其陸、海、空軍使用之任何財產，如遭受損害有左列情形之一時，雙方政府捨棄一切請求權：

政府之船舶，或經政府以空船條件徵用之船舶，或捕獲之船舶（凡不由政府而由其他方面擔負損失或風險責任部份除外）。

四、本協定任何一方政府之軍事人員如因執行公務而遭受傷害或死亡時，雙方政府捨棄一切請求權。

五、甲、美軍人員、文職單位人員或其家屬除(子)因執行公務所引起之事件或(丑)任何已得全部解決之請求案件外，不享受中國法院民事管轄權之豁免。

乙、在美軍使用之地面及設備內之任何私人動產，除正為美軍使用者外，如依中國法律為強制執行之標的，美國當局經中國法院之請求，應儘量協助以使此項動產移交中國當局。

六、凡請求（基於契約之請求除外）之係由美軍人員或雇員因執行公務所為之行為或不行為而引起者，或依法應由美軍負責之任何其他行為、不行為或事故而引起者，如此項行為或不行為引起在協定地區內之財產損害，其受害人非兩國政府而為第三者時，應依美國法律可適用之規定處理解決之。美國政府應受理對於美軍人員或雇員之其他不基於契約之請求，並得對是類案件提出自願給付；何者應予償付及數額若干，由美國主管當局決定。

第十五條

一、本協定任何一方政府所有並由其陸、海、空軍使用之任何財產，如遭受損害有左列情形之一時，雙方政府捨棄一切請求權：

甲、該項損害係因他方政府軍事人員或雇員因執行公務所造成者；

乙、該項損害係由他方政府所有並由其武裝部隊使用之車輛、船舶、飛機所引起者。但造成損害之車輛、船舶或飛機，或遭受損害之財產均須正爲公務目的而使用。

關於本協定一方政府向他方政府之海上撈救請求權，如該項經予撈救之船舶或載貨係屬他方政府所有並正由其武裝部隊爲公務目的而使用者，則此項請求權應予捨棄。

二、關於本條第一項所指，由一方政府對他方政府所有在協定地區內之其他財產造成或引起之損害案件：

甲、凡賠償金額不超出美幣一千四百元，或依照中華民國政府當時官定匯率與該數等值之中國貨幣之案件，雙方政府捨棄請求權。

乙、超出本條第二項甲款所規定數額之請求權，應由被請求政府依其國內法之規定解決之。

三、本條第一、二兩項所謂「政府所有」一詞，就船舶而言，包括空船出租予

關於第九項己款：

享有勝任之通譯人員協助權，應自被告受逮捕或羈押之時起即已存在。

關於第九項庚款：

美國政府應有權派代表列席任何被告出席之初步偵查，訊問或聽訟以及審判與上訴之各階段，被告並得與其連絡。

關於第九項：

一、除上述各項保障外，被告不得被迫對其本身作不利之供證。

二、如被告被判無罪，他造當事人不得提出上訴；被告對任何判決不提出上訴時，他造當事人亦不得提出上訴。但關於誤用法律者除外。

附增同意記錄：

一、茲了解，僅經聯合委員會同意之設備方得用以監禁或羈押美軍人員、文職單位人員或家屬。美國主管當局得經常至中國監禁場所探視被監禁之人員；對於必要案件，並得對該等人員給予補充照料及給養，例如衣著、食品、寢具及醫藥與牙科治療。

二、本條之各項規定不應視爲對被告向上訴法院提出重新審理請求之權利有所限制。依上訴法院之規定及程序所提出之是項請求，上訴法院應予受理。

關於第九項甲款：

所謂及早並迅速審理之權利，應包括由依法設立之法庭所予公開之審理。法院如認公開審理有礙公共秩序或善良風俗，得作秘密審理，但被告仍享有本條所賦予之一切權益。

關於第九項乙款：

被告於受審理前有應獲通知其所被控特定罪名之權利，其意義爲：

(一)被告未經立獲通知其所被控之罪名，不受逮捕或羈押。

(二)如無充分之法定原因，對於被告，不得加以羈押；該項法定原因，一經被告或任何其他人要求，應立即在公開法庭中於被告及其辯護人前出示之。

關於第九項丙款：

與不利證人對質權，應包括對於在審理中提供證辭之一切證人有詳細詰問之機會。

關於第九項戊款：

選任法律輔助人之權包括選任法律輔助人及與法律輔助人會晤之權。此項權利應自受逮捕或羈押之時即已存在；並應包括在被告出席之初步偵查，訊問或聽訟及審理與上訴各階段中選任法律輔助人出席辯護之權。

事當局爲此目的所作安排予以看管。

三、根據本同意記錄第二節規定屬於美國軍事當局看管者，在依照本條所舉行司法程序結束之前應繼續由前述當局看管。美國軍事當局應將所述捕之人員隨時提供中國當局偵查及進行刑事程序，並應採取一切爲達到上述目的之適當步驟，與防止任何有礙程序公正進行之情事。美國軍事當局對於中國主管當局之任何其他有關看管之特定要求，應予以充分注意。

四、美國應有權將被逮捕之人員看管於自設之拘留所或交由其軍隊看管。爲保證本同意記錄第三節第二句所賦予義務之順利執行起見，美國軍事當局應將逮捕之人員儘可能保留於處理本案之中國當局所在地之附近；惟此點不應構成美國軍事當局將被逮捕人員保留於美軍使用地面以外之義務。

關於第六項：

美國軍事當局在協定地區所召集或設立之法庭、委員會或官方偵查，如欲中國證人出庭作證或須提出中國方面之證據時，應以書面請求鄰近之檢察官或推事發發傳票。但在未請求中國證人親自出庭以前，應先儘量考慮採用書面供證之方式。至證人應領之酬金數額，則援用美軍命令或中國法院所定給付數額發給之。

則不合，或與美國安全要求不符同時並非中華民國之安全所要求者則不在此限。美國軍事當局應將判決及最後結果通知中國當局。

七、為執行本條及本同意記錄之規定，並為迅速處置次要之犯罪案件，美國軍事當局與中國主管當局得另作安排。此種安排亦可伸展至通知書之免用以及本同意記錄第三節所規定之撤回捨棄管轄權之時間限制。

關於第五項丙款：

一、甲、美軍人員或文職單位人員或其家屬之管轄權應由美國軍事當局行使者，應由美軍當局予以看管。

乙、美軍人員或文職單位人員或其家屬之管轄權應由中國當局行使者，應根據本同意記錄第二、三節之規定，由美國軍事當局予以看管。

二、甲、倘中國當局已執行逮捕遇有美國軍事當局提出請求時，應將被捕人員交予美國軍事當局。

乙、已由美國軍事當局逮捕之人員或業經根據本節甲項規定交予美國軍事當局之已逮捕人員，美國軍事當局：(子)得在任何時間轉交中國當局予以看管；(丑)應對中國當局於特定案件可能提出之任何移轉看管之請求予以同情考慮。

丙、關於僅涉及中華民國安全之犯罪案件，應由中國當局根據與美國軍

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當局發生異議時，美國政府得經由外交途徑提出意見。中華民國政府應在對中國司法之利益及美國政府利益予以適當考慮後，解決意見之分歧。

五、甲、美國軍事當局於徵獲中國主管當局之同意後，得將應由美國行使管轄權之特定刑事案件移交中國法院或當局調查，並於需要時，審理及判決。

乙、中國主管當局於徵獲美國軍事當局之同意後，得將應由中華民國行使管轄權之特定刑事案件移交美國軍事當局調查，並於需要時，審理及判決。

六、甲、美軍人員、文職單位人員或其家屬，在協定地區內所犯非行涉及中國利益者，經受美國法院起訴時，其審理應在協定地區內為之，但左列情形不在此限：

(子) 美國法律另有規定者；

(丑) 因軍事緊急需要或為謀求公平起見，美國軍事當局擬在協定地區以外審理者。在此情形下，美軍當局應給予中國當局對此項意願表示意見之適當機會，並應對中國當局之任何意見給予適當之考慮。

乙、凡審理在協定地區以外舉行者，美國軍事當局應將審理之地點與時間通知中國當局。審理時中國代表應有權列席，惟如與美國法院之規

二、美國軍事當局應將本同意紀錄第一節所規定捨棄之個別案件通知中國主管當局，惟在本同意紀錄第七節規定之任何特殊安排則不在此限。

三、由於特殊情形，中國主管當局對於一項特殊案件認爲涉及中國司法之重要利益必須由中華民國行使管轄權時，得於接獲美軍當局依本同意紀錄第二節所爲通知後，在二十一日內或在依本同意紀錄第七節規定而安排之更短期限內，以書面通知美國軍事主管當局，撤回依本同意記錄第一節所規定之捨棄。中國當局亦得於接獲上述美方通知之前提出書面通知。

甲、基於中國當局對各項特殊案件之愼密研究及其結果，前述第三節所指中國司法之重要利益將使中國政府行使管轄權成爲絕對必要，尤以左列各項案件爲然：

(子) 危害中華民國安全；

(丑) 致人死亡、搶刼、及强姦；惟上述案件之被害人爲美軍人員、文職單位人員或家屬時則不在此限；

(寅) 前述案件之未遂犯或共犯。

乙、關於本節甲款所列舉之案件，雙方有關當局應由初步調查開始時密切合作進行，以達到本條第六項所規定相互協助之目的。

四、如中華民國政府依本同意紀錄第三節撤回其管轄權之捨棄後，雙方有關

一、「中華民國當局」一詞，茲了解專指中華民國之地方法院，高等法院及最高法院。

二、茲了解中華民國當局對美軍人員或文職單位人員及其家屬管轄之權，不應擴展及於協定地區外之犯罪行爲。

關於第三項甲款第二目：

一、在任何美軍人員或文職單位人員爲被告之刑事訴訟程序中倘需決定所控犯罪行爲是否係因執行公務時之行爲或不行爲而引起者，此項決定應依美國法律爲之。美國最高軍事主管當局得向處理該案之中國法院或當局出具有關之證書。

二、中國法院或當局應依照此項證書而爲決定。惟於特殊案件此項證書得經中國法院或當局之要求成爲美國政府與中華民國政府間討論之課題。對於根據本條第三項規定由中國法院正式受理之案件，本同意記錄之內容應不妨礙中華民國刑事訴訟法第二六九條之適用。

關於第三項丙款：

一、中華民國政府根據本段同意紀錄第二、三、四、五、六、七、各節之規定，對依本條第三項乙款爲兩國均有管轄權之案件而應由中華民國當局行使管轄基本權者，予以捨棄由美國行使。

己、在其認爲必要時，應有勝任之通譯人員協助；

庚、得與美國政府代表聯絡並在審理時由美國政府代表到庭旁聽。

十、甲、美軍正規部隊或單位應有權警衛其依本協定第三條使用之任何地面及設備。此項美軍之憲兵得採取一切必要措施，以確保此項地面及設備內部之秩序及安全。

乙、在此項地面及設備以外，此項憲兵必須依照與中華民國當局商定之辦法並與中華民國當局聯繫下，始得行使職權，且僅以維持美軍人員間紀律及秩序或保證彼等安全所必要時爲限。

十一、戰事發生時，本條各項規定，由任何一方通知，應立即停止適用。遇有此項情形，雙方政府應即會商，協議適當規定，以替代停用之規定。在獲致此項協議前，美國軍事當局對於受美國軍法管轄之人員，在協定地區內所犯之一切罪行，應行使基本管轄權。

關於第十四條之同意紀錄：

關於第一項甲款：

本條及本同意記錄中所稱「受美國軍法管轄之人員」一詞，茲了解包括美軍人員。除美國法律另有規定外，亦包括文職單位人員及家屬。

關於第一項乙款：

地區內執行死刑。

乙、美國軍事當局如就其在協定地區內依本條規定宣告徒刑之執行要求協助時，中華民國當局應予同情之考慮。

八、被告經依本條規定由美國軍事當局或中華民國當局一方審理而宣告無罪者，或判決有罪而刑期已滿或正在服刑者，或經核定緩刑者，或業已赦免者，不得由他方當局在協定地區內就同一罪行重予審判。但美軍人員行爲或不行爲，因構成罪行而經中華民國當局審理後，美國軍事當局對於美軍人員此項行爲或不行爲所引起之觸犯紀律行動並不因本項規定而不得予以審理。

九、美軍人員、文職單位人員或其家屬如在中華民國管轄權下被追訴時，應享有左列各項權利：

甲、及早並迅速審理；

乙、被控之特定罪名應於審理前予以通知；

丙、與對其不利之證人對質；

丁、應強制在中國法權下對其有利之證人，出庭作證；

戊、得自行選任法律輔助人爲其辯護，或依中國現行辦法規定獲得免費或協助之辯護人；

在協定地區內逮捕美軍人員或文職單位人員及其家屬，並解交依本條規定負責看管之一方。

乙、中華民國當局於逮捕美軍人員或文職單位人員或其家屬後應儘速通知美國主管當局。

丙、美軍人員、文職單位人員或其家屬爲被告時，其看管應即由美國軍事當局任之，至一切司法程序結束時爲止。美國軍事當局循中華民國當局之請，將應由中華民國行使管轄之任何美軍人員或文職單位人員及其家屬立即交付中華民國當局以供偵查及審理。

丁、美國軍事當局對受美國軍法管轄之任何人員所爲之逮捕，遇有應由中華民國行使管轄基本權之案件時，應立即通知中華民國當局。

六、甲、美國主管當局與中華民國當局應相互協助，進行一切必需之非行偵查工作，暨搜集並提供證據，包括扣押並於適當情形下交出有關犯非之物件。但此項交出之物件得因交出一方當局要求，於規定期間內退還之。

乙、美國軍事當局與中華民國當局對於雙方同有管轄權案件之處理情形，應相互通知。

七、甲、如遇按中國法律規定不判處死刑之案件，美國軍事當局應不在協定

丙、就本項及本條第三項而言，對一國安全所犯罪行應包括：

(子)叛國行爲；

(丑)破壞行爲、間諜行爲、或觸犯有關一國公務機密或國防機密之法律之行爲。

三、如遇兩國均有行使管轄權之案件，應依左列辦法辦理：

甲、美國軍事當局對受美國軍法管轄之一切人員犯下列罪行者，應有行使管轄之基本權。

(子)犯罪行爲之對象純爲美國國家之財產及安全，或純爲美軍人員、文職單位人員或其家屬之身體或財產者；

(丑)犯罪行爲係因執行公務時所爲之行爲或不行爲而引起者。

乙、關於其他任何犯罪行爲，中華民國當局應有行使管轄之基本權。

丙、有管轄基本權之一方如決定不行使其管轄權時，應儘速通知他方。有管轄基本權之一方，如遇他方就某項案件要求其捨棄管轄權並認該項捨棄爲特殊重要時，應予同情之考慮。

四、本條前述各項規定，不應含有美國軍事當局對於中華民國人民或經常以中華民國爲居所者有行使管轄權之意，但彼等爲美軍人員者不在此限。

五、甲、美國主管當局與中華民國當局，在其權力範圍之內，承諾相互協助

二、甲、此項設施之銷售貨品或勞務，應免繳中國捐稅。

乙、此項設施在協定地區採購貨品及供應品，仍應繳納通常中國捐稅。

三、除雙方政府主管當局依共同協議條件核准處置者外，此項設施經售之貨品，不應在協定地區內轉讓於無權購買之人。

第十四條

一、在本條各項規定範圍內

甲、美國軍事當局對凡屬美國軍法管轄之一切人員在協定地區內之犯罪行為，有權行使美國法律所賦與之刑事及紀律管轄權；

乙、中華民國當局對美軍人員或文職單位人員及其家屬在協定地區內犯罪而其犯罪行為依中華民國法律應受處罰者，有權管轄。

二、甲、受美國軍法管轄之人員所犯罪行，包括涉及美國安全之犯罪行為在內，如依美國法律應予處罰而依中國法律不予處罰者，美國軍事當局有權行使專屬管轄權；

乙、美軍人員或文職單位人員及其家屬所犯罪行，包括涉及中華民國安全之犯罪行為在內，如依中國法律應予處罰而依美國法律不予處罰者，中華民國當局有權行使專屬管轄權。

施之服務，並得使用美軍軍郵設施，惟僅以公務郵件爲限。

關於第十二條第二項乙款之同意記錄：

一、爲履行與美國政府所訂爲美軍工作之契約而免繳關稅輸入協定地區之財產、物資、裝備、供應品及汽車，如不構成完成工作之一部份，應仍爲原輸入者之財產，並得於任何時間運離協定地區，或根據與處理美軍剩餘財產相同之辦法在協定地區內予以處置，惟須受其與協定地區之居民或中華民國政府發生契約責任所引起請求權之限制。

二、前述特約承辦人及其僱用人員爲自用或其家屬使用得免稅進口汽車，每戶以一輛爲限，並了解此類車輛在協定地區內僅可做廢料處理或售予其他享有免稅進口待遇之人員，否則必須於所有人離境時輸出。

第十三條

一、合作社、軍營商店、海軍商店、軍營食堂、軍中俱樂部、軍中戲院及其他非政府撥款經營而爲美國軍事當局核准並管理之設施，得在美軍使用之地面及設備內設立，專供美軍人員、文職單位人員及其家屬暨美中主管當局協議核准之其他人員之用。關於執照、稅捐、費用、登記、檢驗及其他類似管制事項，此項設施不受中國法令之管理。

持有、使用、「彼此間」轉讓及死亡轉讓所課之稅捐，但以此項動產之在協定地區，係完全由於各該人員暫在協定地區者為限。此項免稅並不適用於為在協定地區內投資或從事商業行為而持有之財產，或經在中國政府登記之任何無形財產。

戊、彼等得輸入，持有或再輸出因與本協定有關之服務或受僱於美軍所得，或由本協定核准各項交易下所得，或由協定地區外來源取得之非中國貨幣及證券。彼等不得使用非中國貨幣或證券，以償付其在協定地區內所購取之貨物或勞務，亦不得在協定地區內違反中國政府外匯管制法令而與未經特許之個人、商號或團體、或與通常以協定地區為居所之個人、商號或團體，訂立以非中國貨幣或證券給付之契約，惟僅涉及特許之美國團體、設施或個人之交易或自協定地區外來源購取物品或勞務時使用則不在此限。非中國貨幣及證券在再輸出時應備有美國主管當局之證明。根據美國有關法令，彼等得使用第十一條第五項供美軍、美軍人員及文職單位人員使用之銀行設施。

己、彼等(子)因執行契約為美國政府僱用為美軍工作，或(丑)為美軍僱用，應免受中國有關僱用條件及狀況之法令管理。

庚、倘經美國政府特許，彼等得使用本協定第十三條第一項所述各項設

專爲履行與美國政府所訂有關美軍之契約而進入協定地區者，除本條規定外，應受中華民國法令之管轄。

三、美國主管當局應於上述特約承辦人，其僱用人員及家屬進入協定地區之前，將其身分通知中國主管當局。中國主管當局接獲上述資料後，應以左列待遇畀予此類特約承辦人，其僱用人員及彼等之家屬：

甲、彼等於進入或離開協定地區時應持有有效之護照，於中國當局要求時提出交驗。彼等應免受中國外人登記及管理法令之管理，但並不因此視爲在協定地區取得住所或永久居留之權。彼等應持有美國當局所發並經中國主管當局簽證之有關證明文件，以便中國當局鑑別彼等在協定地區時之身分。

乙、彼等應根據本協定第八條有關文職單位人員之規定，免繳關稅及有關稅費。

丙、彼等自與美國政府所訂契約從事本協定所包括之地區或設施之建築維護或經營之所得，應免繳所得稅或公司稅。其他自協定地區來源之所得，不應因本款之規定而免繳中國之所得稅或公司稅。

丁、除本協定第十三條所規定者外，彼等不應免繳其私人購取貨品、勞務或房地產有關之稅捐。彼等應免繳協定地區內對有形或無形動產之

內違反中華民國政府外匯管制法令而與未經特許之個人、商號或團體，或與通常以協定地區爲居所之個人、商號或團體，訂立以非中國貨幣或證券給付之契約。

丙、前述規定不應排除美軍、美軍人員、文職單位人員及其家屬在僅涉及特許之美國團體、設施或個人之交易時，或在協定地區外來源購取物品或勞務時，使用非中國貨幣及證券。

四、美國當局應與中華民國政府合作，採取適當措施，以防止前項規定特權之濫用，及中國外匯管制之規避。

五、美國政府得與美國金融機關訂定契約，根據美國有關銀行法令，維持並經營軍中銀行設施，以供美軍、美軍人員、文職單位人員及其家屬，以及其他經中華民國當局特許之人員使用。此項設施應可維持非中國貨幣及證券之帳戶，並可從事一切與此有關之金融交易，包括依據本條所規定款項之收受及匯兌。

第十二條

一、特約承辦人，包括依美國法律所組織之法人，及其僱用之美籍人員或在美國有永久住所而爲中華民國政府所願接受之第三國籍人員及其家屬，

或可立即辨認之個別標幟。此類車輛應免除一切稅捐，包括使用牌照稅。此類車輛亦應免除使用道路之有關稅費或通行費，惟於使用由私人建造或改進之道路時應付中華民國軍隊所有類似車輛支付之相同費用。

六、私有之車輛應向中國主管當局領用牌照，但應免除使用牌照稅，此類車輛不應免除牌照工本費或使用道路及橋樑之通行費。上述工本費或通行費不應高于中華民國國民使用同類車輛所繳付者。

第十一條

一、美軍人員、文職單位人員及其家屬應受中華民國政府外匯管制之管理。

二、美軍、美軍人員、文職單位人員及其家屬得使用任何美國政府帳戶所有或依中華民國外匯管制法令所取得之中國貨幣。

三、甲、美軍爲公務目的得輸入、持有或再輸出非中國貨幣及證券。美軍人員、文職單位人員及其家屬得輸入、持有或再輸出因與本協定有關之服務或受僱於美軍所得，或由本協定核准各項交易下所得，或由協定地區外來源取得之非中國貨幣及證券。

乙、美軍、美軍人員、文職單位人員及其家屬不得使用非中國貨幣或證券，以償付其在協定地區內所購取之貨品或勞務，亦不得在協定地區

捐。如對某種稅捐應否免繳發生異議時，美中兩國政府將商訂程序，在符合本條宗旨下，准予免繳或採補救措施。

二、美軍人員、文職單位人員及其家屬應免繳任何課征於所得之直接稅，但獲自協定地區來源之所得，不能免繳所得稅，惟其因服役或受僱於美軍，或受僱於本協定第十二條所規定之法人，或受僱於協定地區內其他美國政府機構之所得，仍在免除之列。

三、除本協定第十三條規定者外，美軍人員、文職單位人員及其家屬不得免繳與其私人購取貨品、勞務或房地產有關之稅捐。美軍人員、文職單位人員及其家屬應免繳協定地區內對有形或無形動產之持有、使用、「彼此間」轉讓及死亡轉讓所課之稅捐，但以此項動產之在協定地區，純因各該人員暫在協定地區者為限。此項免稅並不適用於為在協定地區內投資或從事商業行為而持有之財產，或經在中華民國政府登記之任何無形財產。

四、除依雙方政府主管當局共同協議之程序外，由美軍自行或代美軍在協定地區內免稅購買之貨品不得在協定地區內轉讓於無權享受此項免稅權利之人。

五、美軍及其文職單位之公務車輛應領用美軍當局所發具有明顯號碼之牌照

二、除最初進口車輛已不能使用或不值修復外，不予核發有置換需要之證明。最初進口車輛僅可做廢料出售。置換之車輛，除依據兩國政府主管當局協議之程序外，不得在協定地區內轉讓於無權免稅進口車輛之人。

第九條

在中華民國政府為確保經濟安定，於現在或將來所實施之管制辦法範圍內，美軍得在協定地區內取得各項便利、貨品及勞務。中國主管當局將在實際可行範圍內協助斡旋使其購取之條件不劣於中國政府機構在相同情形下所獲之條件。

關於第九條之同意紀錄：

第九條所指「勞務」之取得，亦包括美軍在本地僱用協定地區之公民或居民。

第十條

E、美軍自行或代美軍在協定地區內購取之裝備、物資、供應品及勞務，於提出適當證明時，應免繳貨物稅、鹽稅、燃料稅以及在所購取該項裝備、物資、供應品及勞務總值中可認為佔重大部份而易於辨認之其他稅

，不得轉讓於無權免稅輸入此項物品之人。

八、依本條第一項及第三項免除關稅及其他有關稅費輸入協定地區之物品，或於協定地區內所取得之物品，於輸出時得免關稅及其他有關稅費。

九、美軍應與中國主管當局合作採取必要步驟，以防止濫用依照本條規定給與美軍、美軍人員、文職單位人員及其家屬之特權。

十、甲、為防止對於中國海關法令之違反，美軍及中國主管當局應於進行調查及搜集證據時相互協助。

乙、美軍應於其權力範圍內提供一切協助，務使應由中國海關當局扣押或代中國海關當局扣押之物品，交給中國海關當局。

丙、美軍應於其權力範圍內提供一切協助，務使美軍人員、文職人員或其家屬繳付之關稅、稅費及罰款等。

丁、美軍所有之車輛及其他物品因涉及違反海關及財政法令之案件而遭中國海關當局扣押者，應交還美國軍事主管當局。

關於第八條第三項乙款之同意紀錄：

一、美軍人員或文職單位人員，為自用或供其家屬使用之免稅進口汽車，每戶以一輛為限，惟如經美國軍事主管當局證明有需要予以置換時則不在此限。

丙、美軍人員或文職單位人員，及其家屬於初次到達協定地區六個月期限後，在特殊情況下，並經其所屬長官代向中國主管當局請求，(子)、由美國軍郵局寄入協定地區，或(丑)、携入協定地區，供其自用合理數量之傢俱、家庭日用品及隨身行李。

四、依本條第一項免稅之物品非由輸入人隨身携帶者，應有美國軍事當局發之適當證明文件。美軍當局應採取適當管制措施，以貫徹本條第三項之本旨，並將此項措施通知中國政府。

五、本條第一項及第三項免稅之規定不得據以解釋爲，對於在協定地區內本地市場所購取之進口物品，請求退還中國海關當局業已課徵之關稅及其他有關稅費。

六、應免海關檢查者如左：

甲、美軍部隊及人員根據休假命令以外之其他命令出入協定地區者；

乙、密封之官方文書，以及專差遞送及電訊方面之文書；

丙、美國軍郵寄遞之郵件；

丁、由美軍自行輸入或代爲美軍輸入或運交美軍之裝備、物資與供應品，經美軍當局證明係供公用者。

七、凡免稅輸入協定地區之物品，除依雙方政府主管當局協議辦法處理者外

第八條

一、凡由美軍輸入或爲美軍輸入供美軍公用，或供美軍人員、文職單位人員及其家屬自用之一切裝備、物資及供應品，應准免繳關稅及其他有關稅費，進入協定地區。

二、除在本協定另有其他明文規定者外：

甲、美軍人員或文職單位人員，及其家屬應遵守中華民國海關當局所執行之法令；

乙、中華民國海關當局依照中國政府法令所訂之一般規定，對於美軍人員、文職單位人員及其家屬，應有權搜索，檢查行李及車輛，並依照此項法令扣押物品。

三、凡以美軍人員或文職單位人員，及其家屬爲受貨人，並供應此項人員及家屬自用之貨品，均應繳納關稅及其他有關稅費；但左列各項物品則免繳關稅及其他有關稅費：

甲、自用之傢俱、家庭日用品及隨身行李，凡由美軍人員、文職單位人員或其家屬初次到達協定地區時，或初次到達後六個月內輸入者；

乙、美軍人員或文職單位人員爲自用或爲其家屬使用而輸入之車輛，以及爲適當保養是項車輛所需之零件；

甲、個人身分卡：敍明姓名、出生日期、軍階、編號及兵種，並附貼相片。

乙、個人或集體旅行命令：證明該員或團體係美軍人員，並證明係奉命旅行。

五、文職單位人員及其家屬及美軍人員之家屬於進入或離開協定地區時，應持有並向中國當局交驗有效之護照。前述人員在協定地區內應持有美國當局所發之有關證明文件，俾中國當局得鑑別彼等之身分。

六、美軍當局應將個人身分卡之樣本及在協定地區內已發給此項身分卡之人員名册及在協定地區內軍事人員、文職人員及家屬之統計數字送交中國軍事當局。

七、美軍人員、文職單位人員或其家屬中之一員如因身分變更致其留居協定地區不復與美軍有關時，美國主管當局應立即通知中國主管當局；如中國主管當局認爲此項人員或家屬須撤離協定地區時，美國主管當局應於合理期間內供應撤離協定地區之交通工具，中國政府不負擔此項交通費用。

區內之海航、空航、電訊或陸上交通，不作不必要之干擾。關於美軍爲運用活動電子設施所使用之頻率、電力及類似事項之各種問題，均應由兩國政府主管當局共同協議解決之。

乙、凡使用某種電力、放射方式及頻率之電子設施，而在本協定生效時原已爲美軍保留者，應准美軍在不受中國方面之放射干擾下，暫行繼續使用之。

二、美軍在此項地面及設備內從事所有活動及作業，均應顧及公共安全。

第七條

一、美國爲執行本協定，應有派遣美軍人員、文職單位人員及其家屬至協定地區之權。

二、中國政府倘要求任何美軍人員、文職單位人員或其家屬自協定地區撤離，美國政府應負責交通工具及其他離境之安排。

三、美軍人員於進入或離開協定地區時，應免受中國護照簽證法令之管理。美軍人員、文職單位人員及其家屬應免受關於外人登記及管理之中國法令管理，但並不因此視爲在協定地區取得住所或永久居留之權。

四、美軍人員於進入或離開協定地區時，應持有並向中國當局交驗左列文件：

義務。

三、本協定下之任何活動或作業終了時，凡爲是項活動或作業而使用之設備或改善，係美軍自費裝置而尚有殘餘價值（包括廢料價值）者，中華民國政府如對是項設備或改善業已或擬予出售或擬加以使用時，則應就是項殘餘價值補償美國。此項殘餘價值，應由美軍與中國主管當局協商決定之。

第五條

一、所有可移動之裝備、物資及供應品，凡由美軍或爲美軍輸入協定地區或在協定地區內購得者，除雙方政府另有協議者外，其產權由美國繼續保留。

二、此項裝備、物資及供應品，得隨時運離協定地區，亦得由美國政府主管當局與中國政府主管當局依有關美軍剩餘物資器材處理辦法在協定地區內予以處置。

第六條

一、甲、美軍於活動及作業時，應致力對進入或離開協定地區，或在協定地

中華民國可適用之法律予以懲罰。

關於第三條之同意紀錄：

一、美國軍事當局得在依本協定供應之地面及設備內指定若干地區值容許當地美國司令官授權之人員進入。前述地區之內部安全由美國軍事當局負責。

二、美軍人員及文職單位人員於進入、離開或居留協定地區時，得因公務之需要，携帶武器。惟前述人員應遵守中華民國政府有關民航之法令。

三、任何在現有建築物內之重大修改，及任何新建築或發展工程，均應事先通知中國軍事當局。對中華民國政府提供之建築物所作之重大修改，均應於徵得中國軍事當局之同意後爲之。

第四條

一、中華民國政府供應美軍使用之地面及設備，如不復爲執行本協定所需要時，應即交還中華民國政府。爲便利前述交還起見，美國政府同意對於該項需要，不斷予以檢討。

二、美國政府於交還中華民國此項地面及設備時，並無恢復該地面及設備當初交給美軍時原狀之義務，亦無對中華民國提出補償以替代恢復原狀之

因使用此項設備而引起之請求在內。此項地面及設備之確實所在地點，其未經解決者，應由美中主管當局共同協議決定之。

二、因興建美軍專用之地面及設備所引起之費用，應由美國負擔。此項地面及設備，如經同意作爲共同使用者，其興建費用，除經雙方政府主管機關另有協議者外，應由雙方政府依使用多少之比例分擔之。

三、美軍得依其所採擇之方法，包括美國營造商及軍事建築部隊之調用在內，在中國政府所供應之地面及設備內從事建築、發展、維持及改善工作。任何在現有建築物內之重大修改，及任何新建築或發展工程可能影響協定地區之軍事安全，公共安寧或公共衛生時，均應事先與中國軍事當局洽商。雙方並同意在實際可行範圍內，此項工程應儘量利用中國營造商，關於利用中國營造商之決定由美軍當局爲之。

四、依本協定由美中雙方共同使用之地面及設備，其維持費用除雙方主管當局另有協議者外，應由雙方政府依照使用多少之比例分擔之。

五、雙方政府之軍事當局應另行商議並簽訂爲實施本條規定之軍事協定。

六、美中兩國政府，隨時視需要，合作採取各項步驟以確保：(一)美軍、美軍人員、文職單位人員、其家屬及彼等財產之安全；(二)美國所有之裝置、設備、財產、紀錄及官方資料之安全；及(三)對違犯前述案件之罪犯，依

之子女及近親須依賴美軍人員或文職單位人員供給一半以上之生活費用者。

二、就本協定言，具有美中雙重國籍或美國與第三國雙重國籍之人員由美國政府派遣來協定地區者，應視爲美國國民。以上規定對於具有雙重國籍在協定地區出生之依親生活子女其父母之一係由美國政府派遣來協定地區者，亦應一體適用。

第二條

一、美軍爲達成一九五四年共同防禦條約規定之使命得進行一切必須之活動及作業，並應經由雙方同意之途徑與中國主管當局密切合作。

二、中國主管當局應與美軍充份合作，以便利此項使命之達成。

第三條

一、中華民國政府，在不影響其本身軍事活動及作業之最低需要範圍內，同意免費供應美軍爲完成其在一九五四年共同防禦條約下所負使命而需要之地面及現存設備，包括公用設施之通接，出入通路，用水權及經雙方同意之其他使用權；并免除美國負擔任何現在或將來之債務責任，包括

茲以美利堅合衆國與中華民國於一九五四年十二月二日簽訂之共同防禦條約第七條曾規定美國陸海空軍得在台灣澎湖及其附近地區部署；

並以美利堅合衆國與中華民國爲實施上述條約規定起見，除美國軍事援助顧問團其地位已另有規定外，願就現在或將來台灣澎湖及其附近地區美軍部隊之地位，由雙方協議予以確定：

美利堅合衆國及中華民國政府爰照下列條款締訂本協定：

第一條

一、本協定內所用

甲、「協定地區」一詞，指台灣、澎湖及其附近地區而言；

乙、「美軍人員」一詞，指隸屬於美利堅合衆國陸海空軍之現役軍事人員而駐在協定地區者，但美國軍事援助顧問團之人員不在此列；

丙、「文職單位人員」一詞，指在協定地區內受美軍僱用或服務美軍或隨屬美軍之文職人員而言，但美國軍事援助顧問團之人員及中國國籍之人員或通常以協定地區爲居所之人員或本協定第十二條第一項所稱人員不在此列；

丁、「家屬」一詞，指(子)配偶，及廿一歲以下之子女，及(丑)廿一歲以上

美利堅合衆國
中華民國

關於在中華民國之美軍地位協定

TIAS 5986

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

No. 16

TAIPEI, *August 31, 1965.*

EXCELLENCY:

With regard to Article XIV [1] of the Agreement on the Status of United States Armed Forces in the Republic of China signed on this day, I have the honor to state the understanding of the Government of the United States of America that the cases enumerated in subparagraphs 3(a) (i) (ii) and (iii) of the agreed minute re paragraph 3(c) [2] of that Article together with the offense of arson and offenses involving illegal possession of or trade in narcotics, and attempts to commit such offenses or participation therein, except when these offenses are directed against a member of the United States armed forces or the civilian component, or dependents, or the property of such member or dependent, comprise the cases with regard to which the competent Chinese authorities may hold by reason of special circumstances in a specific case that major interests of Chinese administration of justice within the meaning of paragraph 3 of the agreed minute make imperative the exercise of Chinese jurisdiction. The foregoing does not preclude agreement by the two Governments to recall of the waiver granted under paragraph 1 of the minute above referred to in an exceptional case involving a serious offense not enumerated herein or in subparagraph 3(a) (i) (ii) or (iii), and the major interests of Chinese administration of justice.

I would greatly appreciate being informed by letter of the concurrence of Your Excellency's Government in this understanding.

Accept, Excellency, the assurances of my highest consideration.

RALPH N. CLOUGH
Charge d'Affaires ad interim

His Excellency
SHEN CHANG-HUAN,
Minister of Foreign Affairs,
Taipei, Taiwan.

[1] *Ante*, pp. 386–395.
[2] *Ante*, p. 391.

等由。

本部長茲代表中華民國政府證實上開了解。

本部長順向

貴代辦表示敬意。此致

美利堅合衆國駐中華民國代辦高立夫先生

中華民國

四十年八月三十一日

於台北

TIAS 5986

財產以外，構成該同意記錄第三節所指，由於特殊情況中國主管當局對於一項特殊案件認爲涉及中國司法之重要利益而使中國行使管轄權成爲絕對必要之一切案件。前述規定並不排除兩國政府對於未於此處列舉或於第三節甲款(子)、(丑)、(寅)目所列舉屬於嚴重犯罪行爲並與中國司法之重大利益有關之特殊案件所達成之協議，就前述同意記錄第一節所作之捨棄予以撤回。

本代辦敬盼

貴國政府復照對上開了解予以證實。」

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

照會

外(54)北美二 13896

逕復者：接准

貴代辦本日第〇一六號照會內開：

「關於本日簽訂之在中華民國之美軍地位協定第十四條，本代辦茲申述美利堅合衆國政府之了解：該條第三項丙款之同意記錄第三節甲款(子)、(丑)、(寅)目所列舉之案件以及縱火與非法持有暨販運毒品之犯罪行爲，及對前述犯罪行爲之未遂及共犯，除此項犯罪行爲之對象爲美軍人員、文職單位人員或家屬，或爲此類人員或家屬之

Translation

WAI-(54)-PEI-MEI(2)-13896

TAIPEI, *August 31, 1965*

MR. CHARGÉ D'AFFAIRES:

I have the honor to acknowledge receipt of your note No. 016 of today's date reading as follows:

[For the English language text see *ante*, p. 448.]

In reply, I have the honor to confirm, on behalf of the Government of the Republic of China, the above understanding.

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

[SEAL] SHEN CHANG-HUAN

The Honorable Mr. RALPH N. CLOUGH,
Chargé d'Affaires ad interim,
Embassy of the United States of America,
Taipei, Taiwan, China.

貴代辦復照對上開了解予以證實。

本部長順向

貴代辦表示敬意。

此致

美利堅合衆國駐中華民國代辦高立夫先生

中華民國

十四年八

三十一日於台北

The Chinese Minister of Foreign Affairs to the American Chargé d'Affaires ad interim [1]

照會

外(54)北美二 13895

逕啓者：查貴我兩國於談判在中華民國之美軍地位協定期間，曾協議於協定締訂後，倘任何一方希望，兩國政府代表應會商中華民國及美利堅合衆國於一九五一年一月三十日及二月九日換文成立之軍事援助協定，以及一九五二年十月二十三日及十一月一日換文成立之美軍援顧問團應享待遇協定；前述有關美軍援顧問團之二項協定，並應依照雙方之協議予以修改。

本部長尙盼

[1] For the English language text see *post*, p. 455.

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

No. 17 TAIPEI, *August 31, 1965.*

EXCELLENCY:

I have the honor to acknowledge Your Excellency's note No. Y-(54)-Pei-Mei-(2)-13895 dated August 31, 1965 reading as follows:

"During the negotiations of the Agreement on the Status of United States Armed Forces in the Republic of China between our two countries, it has been agreed that after the conclusion of the Agreement, if either Party so desires, representatives of our two Governments shall meet and discuss the Military Assistance Agreement between the Republic of China and the United States of America, concluded by exchange of notes of January 30, 1951 and February 9, 1951 [1] as clarified and confirmed by the MAAG Agreement, concluded by exchange of notes of October 23, 1952 and November 1, 1952,[2] and that these Agreements concerning MAAG are subject to modification in such manner as both Parties may agree."

I have the honor to confirm the above understanding and to advise that the foregoing arrangement is acceptable to my Government.

Accept, Excellency, the assurances of my highest consideration.

RALPH N. CLOUGH
Charge d'Affaires ad interim

His Excellency
SHEN CHANG-HUAN,
Minister of Foreign Affairs,
Taipei, Taiwan.

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

No. 18 TAIPEI, *August 31, 1965.*

EXCELLENCY:

I have the honor, on behalf of my Government, to forward the following statement of United States jurisdiction and administrative

[1] TIAS 2293; 2 UST 1499.
[2] TIAS 2712; 3 UST (pt. 4) 5166.

sanctions over members of the civilian component, their dependents, and the dependents of members of the United States Armed Forces:

As a result of decisions of the United States Supreme Court in 1960, civilians are no longer subject to trial by courts-martial in time of peace. Accordingly, members of the civilian component, their dependents, and the dependents of members of the United States Armed Forces are not persons subject to the military law of the United States as the term is used in Article XIV of the Status of Forces Agreement.[1] The jurisdiction under the mentioned Article of the authorities of the Republic of China over such personnel is, at the present time, exclusive.

Notwithstanding the foregoing, United States military authorities have certain administrative and disciplinary sanctions which are effective in maintaining control over members of the civilian component and dependents. The United States hopes that the Republic of China will, in appropriate cases, take advantage of the availability of these sanctions as an alternative to criminal prosecution. In the view of the United States, it is mutually advantageous to have the United States Armed Forces deal, to the extent possible, with minor offenses by use of internal control measures.

Accept, Excellency, the assurances of my highest consideration.

RALPH N. CLOUGH
Charge d'Affaires ad interim

His Excellency
SHEN CHANG-HUAN,
Minister of Foreign Affairs,
Taipei, Taiwan.

[1] *Ante*, pp. 386–395.

MULTILATERAL

Amendments to the Constitution of the United Nations Food and Agriculture Organization, as Amended

Adopted at the Thirteenth Session of the Food and Agriculture Organization, Rome, November 20–December 9, 1965.

AMENDMENTS TO BASIC TEXTS OF THE ORGANIZATION VOLUME I (Issued March 1966)

As the result of the amendments to the Constitution,[1] General Rules of the Organization and Rules of Procedure for the Council adopted by the Thirteenth Session of the Conference (20 November–9 December 1965) and by the Forty-Sixth Session of the Council (9–10 December 1965), the texts given below are to be substituted for the texts appearing in the 1964 Edition of Volume I of the Basic Texts of the Organization.[2] A new Edition of that Volume will be issued shortly, incorporating all these amendments.

CONSTITUTION

Preamble (page 7)[2]

The Nations accepting this Constitution, being determined to promote the common welfare by furthering separate and collective action on their part for the purpose of:

raising levels of nutrition and standards of living of the peoples under their respective jurisdictions;

securing improvements in the efficiency of the production and distribution of all food and agricultural products;

bettering the condition of rural populations;

and thus contributing toward an expanding world economy and ensuring humanity's freedom from hunger;

hereby established the Food and Agriculture Organization of the United Nations, hereinafter referred to as the "Organization," through which the Members will report to one another on the measures taken and the progress achieved in the field of action set forth above.

[1] TIAS 4803; 12 UST 980. For amendments adopted at the 1961 and 1963 Conferences, see TIAS 5229; 13 UST 2616 and TIAS 5506; 14 UST 2203.

[2] FAO publication; page numbers therein.

[Footnotes added by the Department of State.]

Article V.I (page 11) [1]

1. A Council of the Organization consisting of thirty-one Member Nations shall be elected by the Conference. Each Member Nation on the Council shall have one representative and shall have only one vote. Each Member of the Council may appoint alternates, associates and advisers to its representative. The Council may determine the conditions for the participation of alternates, associates and advisers in its proceedings, but any such participation shall be without the right to vote, except in the case of an alternate, associate or adviser participating in the place of a representative. No representative may represent more than one Member of the Council. The tenure and other conditions of office of the Members of the Council shall be subject to rules made by the Conference.

Article V.6 (page 12) [1]

6. To assist the Council in performing its functions, the Council shall appoint a Program Committee, a Finance Committee, a Committee on Commodity Problems, a Committee on Fisheries and a Committee on Constitutional and Legal Matters. These Committees shall report to the Council and their composition and terms of reference shall be governed by rules adopted by the Conference.

AMENDEMENTS AUX TEXTES FONDAMENTAUX DE L'ORGANISATION VOLUME I
(Publiés en mars 1966)

A la suite de l'adoption par la treizième session de la Conférence (20 novembre–9 décembre 1965) et par la quarante-sixième session du Conseil (9–10 décembre 1965) d'amendements à l'Acte constitutif, au Règlement général de l'Organisation et au Règlement intérieur du Conseil, les textes indiqués ci-dessous remplacent les textes correspondants qui figurent dans l'édition 1964 du Volume I des Textes fondamentaux de l'Organisation. Une nouvelle édition dudit Volume, reflétant ces amendements sera publiée prochainement.

ACTE CONSTITUTIF

Préambule (page 7)

Les Etats qui adhèrent au présent Acte, résolus à développer le bien-être général par une action particulière et collective, afin:

d'élever le niveau de nutrition et les conditions de vie des populations placées sous leur juridiction respective;

[1] FAO publication; page numbers therein. [Footnote added by the Department of State.]

d'améliorer le rendement de la production et l'efficacité de la répartition de tous les produits alimentaires et agricoles;

d'améliorer la condition des populations rurales;

et ainsi de contribuer à l'expansion de l'économie mondiale et de libérer l'humanité de la faim;

constituent par les présentes l'Organisation des Nations Unies pour l'alimentation et l'agriculture, ci-après désignée sous le nom "l'Organisation", par l'intermédiaire de laquelle les Membres se tiendront mutuellement informés des mesures prises et des progrès accomplis dans les champs d'activité énoncés ci-dessus.

Article V.I (page 11)

1. La Conférence élit le Conseil de l'Organisation. Le Conseil se compose de trente et un Etats Membres qui y délèguent chacun un représentant et ne disposent chacun que d'une voix. Chaque Membre du Conseil peut en outre faire accompagner son représentant d'un suppléant, d'adjoints et de conseillers. Le Conseil fixe les conditions dans lesquelles les suppléants, adjoints et conseillers participent aux débats; toutefois cette participation ne comporte pas le droit de vote, sauf dans le cas où un suppléant, un adjoint ou un conseiller remplace le représentant. Aucun représentant ne peut représenter plus d'un Membre du Conseil. Les règles relatives à la durée et aux autres conditions d'exercice du mandat des Membres du Conseil sont fixées par la Conférence.

Article V.6 (page 12)

6. Le Conseil crée un Comité du programme, un Comité financier, un Comité des produits, un Comité des pêches et un Comité des questions constitutionnelles et juridiques qui l'aident à s'acquitter de ses fonctions. Ces comités rendent compte au Conseil. Leur composition et leur mandat sont déterminés par des règles adoptées par la Conférence.

ENMIENDAS A LOS TEXTOS FUNDAMENTALES DE LA ORGANIZACION, VOLUMEN I
(Publicadas en marzo de 1966)

Como consecuencia de las enmiendas a la Constitución, el Reglamento General de la Organización y el Reglamento del Consejo, aprobadas por la Conferencia en su 13° período de sesiones (20 noviembre–9 diciembre 1965) y por el Consejo en su 46° período de sesiones (9–10 diciembre 1965), los textos mencionados a continuación sustituyen a los que figuran en el Volumen I, edición 1964, de los Textos Fundamentales de la Organización. En breve se publicará una nueva edición de este Volumen en la que se habrán incorporado estas enmiendas.

CONSTITUCION

Preámbulo (página 7)

Los Estados que aceptan esta Constitución, decididos a fomentar el bienestar general, intensificando, por su parte, la acción individual y colectiva a los fines de:

elevar los niveles de nutrición y vida de los pueblos bajo su respectiva jurisdicción;

mejorar el rendimiento de la producción y la eficacia de la distribución de todos los alimentos y productos alimenticios y agrícolas;

mejorar las condiciones de la población rural;

y contribuir así a la expansión de la economía mundial y a liberar del hambre a la humanidad;

constituyen por la presente la Organización de las Naciones Unidas para la Agricultura y la Alimentación, que en adelante se llamará la "Organización", por cuyo conducto los miembros se informarán recíprocamente sobre las disposiciones que adopten y el progreso logrado en los campos de actividades enunciados anteriormente.

Artículo V.I (página 11).

1. La Conferencia elige el Consejo de la Organización, integrado por treinta y un Estados Miembros. Cada Estado Miembro que forme parte del Consejo tendrá un representante y un solo voto, pudiendo nombrar un suplente y adjuntos y asesores de aquél. El Consejo podrá determinar las condiciones en que habrán de participar los suplentes, adjuntos y asesores en sus debates, pero tal participación no supondrá el derecho a voto, salvo cuando el suplente, adjunto o asesor participen en lugar del representante. Ninguno de éstos podrá representar a más de un Miembro del Consejo. La duración y otras condiciones del mandato de dichos Miembros estarán sujetas a las normas que establezca la Conferencia.

Artículo V.6 (página 12)

6. Para que le auxilien en el desempeño de sus funciones, el Consejo creará un Comité del Programa, un Comité de Finanzas, un Comité de Problemas de Productos Básicos, un Comité de Pesca y un Comité de Asuntos Constitucionales y Jurídicos. Todos estos comités deberán informar de sus actuaciones al Consejo y su composición y atribuciones se regirán por las normas aprobadas por la Conferencia.

Certified true copy
12 April 1966
for G. Saint-Pol, Legal Counsel

A ROCHE

A. Roche
Legal Officer

[SEAL]

TIAS 5987

PANAMA

Sea Level Canal Site: Joint Explorations and Surveys

Agreement effected by exchange of notes
Signed at Panamá February 15, 1966;
Entered into force February 15, 1966.

The American Ambassador to the Panamanian Minister of Foreign Relations

THE FOREIGN SERVICE
OF THE
UNITED STATES OF AMERICA

No. 316 PANAMA, *February 15, 1966.*

EXCELLENCY:

I have the honor to refer to notes Nos. 581 of March 4, 1963; 802 of June 18, 1963, and 21 of July 10, 1963 [1] addressed to the then Foreign Minister, His Excellency Galileo Solis, by my distinguished predecessor, The Honorable Joseph S. Farland. I refer also to notes Nos. PREU-330/971 of May 3, 1963 and PREU-436/971 of June 19, 1963 [1] addressed, in the first instance, to Mr. Wallace W. Stuart, then Chargé d'Affaires a.i. and, in the second instance, to Ambassador Farland by His Excellency Galileo Solis. Together, these notes constitute an understanding between our two Governments to the effect that the Government of the United States might engage in exploration and on-site surveys as part of a series of studies to determine the future adequacy of the present Panama Canal and the desirability and feasibility of constructing a new canal at some other location within the territory of the Republic of Panama, on the condition that Panamanian officials participate in the exploration and survey parties and that all information collected by these parties and the conclusions derived therefrom shall be furnished to the Government of Panama as soon as available.

As Your Excellency is aware, reconnaissance parties have from time to time over the past year made visits to the Darien region in accordance with the terms of the understanding reached in the 1963 exchange of notes cited above. My Government is now, however, desirous of intensifying and expanding the explorations and site survey work in Darien.

Your Excellency is informed, in this connection, that it will be necessary for the United States Government to bring into territory

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[1] Not printed.

subject to the jurisdiction of the Republic of Panama personnel which, in cooperation with such appropriate personnel as may be designated by your Government, may intensify and expand the aforesaid exploration, on-site surveys and studies.

Your Government's consent will be necessary to ensure that the foregoing personnel, as well as data and samples obtained in the study, supplies, equipment, vehicles, aircraft, vessels and other property necessary to carry on the aforesaid exploration, on-site surveys and studies, in the manner herein provided, be permitted freely to enter, move within and leave the Republic of Panama as necessary. The Joint Commission hereinafter mentioned will agree on the procedures to be followed with respect to notifications to be made to the Government of Panama regarding the movement of the aforementioned personnel, supplies, equipment, etc. entering or departing the Republic.

The cooperation of the Government of Panama will also be necessary in connection with securing the use of public and/or private real property for the study. I would propose to Your Excellency, therefore, that once the personnel of my government, with the cooperation of your government's personnel, have made a determination as to what public and/or private real property may be necessary for the conduct of the surveys, the Government of Panama permit the use of such lands for the purpose of the exploration, on-site surveys and studies aforementioned, on the understanding that no cost or charge will be made for such use, except with regard to private land secured by the Government of Panama as above indicated, regarding which the United States Government will reimburse the Government of Panama of the cost paid for securing such use. It will be understood that, prior to the securing of such use of private land the cost thereof shall be approved through the Joint Commission hereinafter referred to.

On its part, the United States Government will bear the cost of the explorations, site surveys, other studies, and the facilities necessary therefor.

Any building or other permanent structures left at the survey or supporting sites at the conclusion of the proposed activities shall become the sole property of the Republic of Panama, which shall hold my Government harmless with respect to any claims which in this connection may arise from third parties. With reference to movable property, same may be disposed of within the Republic of Panama only under conditions agreeable to Your Excellency's Government, which shall have a preferential right to acquire said property under such terms as may have been determined for the disposition thereof.

I do not believe, Excellency, that there is contained in this note any provision which Your Excellency would find objectionable or unacceptable under the existing understanding. On the contrary, I believe the proposals reflect the earnest intent of my Government

to carry out this important work in a spirit of close and friendly cooperation.

The understanding referred to in this note shall terminate no later than June 30, 1969, and may be extended by mutual consent.

If Your Excellency finds the foregoing method of implementing the existing understanding to be satisfactory, I would appreciate an early response to this effect in order to take advantage of the current dry season and would suggest that your Government designate a representative who, with the representative to be appointed by my Government, will constitute a Joint Commission responsible for the activities to be conducted under this understanding, the handling of other matters related to the proper accomplishment of its purposes, and the adoption of such safety measures as may be necessary.

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

C W ADAIR Jr.

His Excellency
Ing. FERNANDO ELETA,
Minister of Foreign Relations,
Panama.

The Panamanian Minister of Foreign Relations to the American Ambassador

REPUBLICA DE PANAMA
MINISTERIO DE RELACIONES EXTERIORES
PANAMA 4, PANAMA

N° DREU-169/971 PANAMÁ, *Febrero 15 de 1966.*

SEÑOR EMBAJADOR:

Tengo el honor de avisar recibo de la nota de Vuestra Excelencia N° 316 fechada el día 15 de Febrero de 1966 referente al entendimiento existente entre nuestros dos gobiernos, acordado mediante canje de las notas números 581 de 4 de Marzo de 1963, 802 del 18 de Junio y 21 del 10 de Julio del mismo año, dirigidas a mi antecesor, Su Excelencia el Dr. Galileo Solís, por su Excelencia Joseph S. Farland, a la sazón Embajador de los Estados Unidos de América; y números PREU-330/971 de 3 de Mayo de 1963 y PREU-436/971 de 19 de Junio siguiente, remitidas por el Ministro Solís, la primera a su Señoría Wallace W. Stuart, entonces Encargado de Negocios a.i. de los Estados Unidos de América, y la segunda al entonces Embajador, señor Farland. Dicho entendimiento concierne a las exploraciones y estudios sobre el terreno que deben efectuarse con el fin de determinar la futura capacidad del actual canal y la conveniencia y factibilidad de la construcción de un nuevo canal en otro sitio del territorio nacional, propósito a que mi Gobierno está anuente bajo la condición de que funcionarios y técnicos panameños participen

de dichas exploraciones y estudios y de que la información acopiada y las conclusiones que de ellas se derivan sean facilitadas al Gobierno panameño tan pronto como se encuentren disponibles.

Mi Gobierno está de acuerdo con el plan que, en la nota de Vuecencia a que doy respuesta, se esboza para dar cumplimiento al entendimiento mencionado y tomará todas las medidas necesarias a este respecto; además, procederá dentro de breves días a designar el representante panameño que, en unión de un representante nombrado por el Gobierno de Estados Unidos de América, constituirá la Comisión a que se hace referencia en dicha nota. Estima mi Gobierno que, por intermedio de tal Comisión, se pueden perfeccionar los detalles relativos al uso de tierras, así como acordar el procedimiento que habrá de seguirse para efectuar las notificaciones del caso con respecto al personal, abastos, equipo y bienes que deban entrar al territorio nacional para los fines de las exploraciones y estudios antes mencionados.

En relación con lo anterior, considera mi Gobierno que deben tomarse las medidas que fueren pertinentes para tramitar los reclamos que puedan presentarse, por parte de ciudadanos panameños, como resultado de las actividades del personal de los Estados Unidos de América que se ocupe en los trabajos referidos. Tiene entendido mi Gobierno que tales reclamos se manejarán ya mediante la negociación directa entre nuestros dos países o por el procedimiento que puedan convenir los representantes de nuestros dos gobiernos que formarán la Comisión antes mencionada. Además, tiene entendido mi Gobierno que, cuando ello fuere necesario, se contratará el seguro adecuado para cubrir los reclamos que puedan presentarse.

Agradecería una respuesta del Gobierno de Vuestra Excelencia que confirme si los entendimientos anteriormente expresados en relación a la cuestión de reclamos son correctos.

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

FERNANDO ELETA A.

Fernando Eleta A.,
Ministro de Relaciones Exteriores.

Su Excelencia
CHARLES W. ADAIR Jr.,
Embajador de Estados Unidos de América,
E. S. M.

Translation

REPUBLIC OF PANAMA
MINISTRY OF FOREIGN RELATIONS
PANAMA 4, PANAMA

No. DREU-169/971

PANAMÁ, *February 15, 1966*

MR. AMBASSADOR:

I have the honor to acknowledge receipt of Your Excellency's note No. 316 dated February 15, 1966 concerning the understanding between our two Governments reached by an exchange of notes Nos. 581 of March 4, 1963, 802 of June 18, 1963, and 21 of July 10, 1963, addressed to my predecessor, His Excellency Galileo Solís, by His Excellency Joseph S. Farland, at that time Ambassador of the United States of America; and notes Nos. PREU-330/971 of May 3, 1963 and PREU-436/971 of June 19, 1963, the former sent by Minister Solís, to Mr. Wallace W. Stuart, then Chargé d'Affaires ad interim of the United States of America, and the latter sent by Minister Solís to Mr. Farland, then Ambassador. The aforesaid understanding concerns the explorations and on-site surveys that are to be made to determine the future adequacy of the present canal and the desirability and feasibility of constructing a new canal at some other location within the national territory, a proposal that my Government accepts on the condition that Panamanian officials and technicians participate in the aforesaid explorations and surveys, and that the information collected and the conclusions derived therefrom are given to the Government of Panama as soon as available.

My Government accepts the plan that is outlined in Your Excellency's note to which I am replying and whose purpose is to implement the above-mentioned understanding, and it will take such measures as may be necessary in this connection. Furthermore, in a few days, it will designate the Panamanian representative who, with a representative appointed by the Government of the United States of America, will constitute the Commission referred to in the aforesaid note. My Government thinks that, through this Commission, the details concerning the use of land can be worked out, and agreement can be reached on the procedure to be followed in order to make the necessary notifications regarding the personnel, supplies, equipment, and goods that are to enter the national territory for purposes of the above-mentioned explorations and surveys.

In connection with the foregoing, my Government thinks that such measures as are appropriate must be taken in order to handle any claims that may be submitted by Panamanian citizens as a result of the activities of the personnel of the United States of America who engage in the aforesaid work. My Government understands that such claims will be handled either by direct negotiation between our two countries or by the procedure that may be agreed to by the representatives of our two Governments who will comprise the above-mentioned Commission. Furthermore, my Government understands

that, when necessary, adequate insurance to cover the claims that may arise will be written.

I would appreciate a reply from Your Excellency's Government stating whether the foregoing understandings concerning the question of claims are correct.

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

FERNANDO ELETA A.

Fernando Eleta A.
Minister of Foreign Relations

His Excellency
CHARLES W. ADAIR, Jr.,
Ambassador of the
United States of America,
City.

The American Ambassador to the Panamanian Minister of Foreign Relations

THE FOREIGN SERVICE
OF THE
UNITED STATES OF AMERICA

No. 317

PANAMA, *February 15, 1966.*

EXCELLENCY:

I have the honor to refer to my Note No. 316 of February 15, 1966, and to Your Excellency's Note No. DREU-169/971 of the same date, concerning the intensification and expansion of explorations and site survey work in Darien in connection with studies to determine the future adequacy of the present Panama Canal and the desirability and feasibility of constructing a new canal at some other location within the territory of the Republic of Panama.

In this connection, I wish to inform Your Excellency that the procedures to be followed in the settlement of claims which might arise under the understandings, as outlined in Your Excellency's Note, are acceptable to the Government of the United States of America.

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

C W ADAIR Jr.

His Excellency
Ing. FERNANDO ELETA,
Minister of Foreign Relations,
Panama.

TURKEY

Extension of Loan of Vessels

Agreement effected by exchange of notes
Signed at Ankara October 14, 1965, and February 28, 1966;
Entered into force February 28, 1966.

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

No. 660 ANKARA, *October 14, 1965*

EXCELLENCY:

I have the honor to refer to the Agreement effected by an exchange of notes signed at Ankara on February 16 and July 1, 1954,[1] as amended by the Agreement effected by an exchange of notes signed at Ankara on August 28, 1959,[2] and to the Agreement effected by an exchange of notes signed at Ankara on October 14, 1958,[3] all relating to loan of certain naval vessels, and to propose the extension of the loans of the following vessels for the periods indicated:

(a) USS "Guitarro" (SS 363) and USS "Hammerhead" (SS 364), both for a period of not to exceed fifteen years from the date of original delivery; and

(b) USS "Bergall" (SS 320), USS "Mapiro" (SS 376), and USS "Mero" (SS 378), all for a period of not to exceed ten years from the date of original delivery.

If this proposal is acceptable to your Government, I further have the honor to propose that this note and Your Excellency's note in reply concurring therein shall constitute an agreement for the extension of the period of the loan of each of these five vessels as indicated, in accordance with the terms and conditions of the respective above-mentioned Agreements pursuant to which each vessel was originally loaned, which shall enter into force on the date of your reply.

Finally, I have the honor to inform Your Excellency that, should your Government desire in the future to request a further extension of the loans of the above-mentioned vessels, the Government of the

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[1] TIAS 3042; 5 UST 1663.
[2] TIAS 4309; 10 UST 1628.
[3] TIAS 4117; 9 UST 1294.

United States of course will be pleased to consider such a request at the appropriate time.

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

EDWIN W. MARTIN

His Excellency
HASAN IŞIK,
Minister of Foreign Affairs,
Ankara.

The Turkish Minister of Foreign Affairs to the American Ambassador

T. C.
DIŞİŞLERİ BAKANLIĞI [1]

1251 FEBRUARY 28, 1966

EXCELLENCY,

I have the honour to acknowledge the receipt of your Note addressed to my predecessor Mr. Hasan Esat Işık, dated October 14th, 1965, as follows:

"Excellency,

I have the honour to refer to the Agreement effected by an exchange of notes signed at Ankara on February 16 and July 1, 1954, as amended by the Agreement effected by an exchange of notes signed at Ankara on August 28, 1959, and to the Agreement effected by an exchange of notes signed at Ankara on October 14, 1958, all relating to loan of certain naval vessels, and to propose the extension of the loans of the following vessels for the periods indicated:

(a) USS "Guitarro" (SS 363) and USS "Hammerhead" (SS 364), both for a period of not to exceed fifteen years from the date of original delivery; and

(b) USS "Bergall" (SS 320), USS "Mapiro" (SS 376), and USS "Mero" (SS 378), all for a period of not to exceed ten years from the date of original delivery.

If this proposal is acceptable to your Government, I further have the honour to propose that this note and Your Excellency's note in reply concurring therein shall constitute an agreement for the extension of the period of the loan of each of these five vessels as indicated, in accordance with the terms and conditions of the respective abovementioned Agreements pursuant to which each vessel was originally loaned, which shall enter into force on the date of your reply.

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[1] Turkish Republic
Ministry of Foreign Affairs

Finally, I have the honour to inform Your Excellency that, should your Government desire in the future to request a further extension of the loans of the above-mentioned vessels, the Government of the United States of course will be pleased to consider such a request at the appropriate time.

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

I have the honour to inform you that my Government is in agreement with the foregoing.

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

IHSAN SABRI CAGLAYANGIL

His Excellency
PARKER THOMPSON HART
Ambassador of the
United States of America
Ankara

SPAIN

Atomic Energy: Cooperation for Civil Uses

Agreement amending the agreement of August 16, 1957.
Signed at Washington November 29, 1965;
Entered into force April 1, 1966.

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

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

Desiring to amend the Agreement for Cooperation Between the Government of the United States of America and the Government of Spain Concerning Civil Uses of Atomic Energy, signed at Washington on August 16, 1957 [1] (hereinafter referred to as the "Agreement for Cooperation");

Agree as follows:

ARTICLE I

Article II, paragraph B, of the Agreement for Cooperation is hereby amended by deleting the words "ten years" and substituting in lieu thereof the words "thirty years".

ARTICLE II

Article VI, paragraph A, of the Agreement for Cooperation is hereby amended to read as follows:

"Materials of interest in connection with defined research applications, including special nuclear materials (other than special nuclear materials to be used in the fueling of reactors and reactor experiments), source materials, by-product materials, other radio-

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[1] TIAS 3988; 9 UST 167.

isotopes and stable isotopes may be sold or otherwise transferred in such quantities and under such terms and conditions as may be agreed when such materials are not available commercially."

ARTICLE III

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

"A. During the period of this Agreement, the United States Commission will transfer to the Government of Spain, under such terms and conditions as the Parties may agree, uranium enriched in the isotope U-235 for use in the fueling of defined research applications, including research reactors, materials testing reactors, reactor experiments and reactor prototypes as the Commission may agree to upon request of the Government of Spain, it being understood that the material will be delivered in accordance with contracts which set forth the agreed delivery schedules and other terms and conditions of supply.

"B. In addition, the Commission will sell to the Government of Spain all of Spain's requirements for enriched uranium for the power reactor program described in Appendix A, [1] it being understood that the material will be delivered in accordance with contracts which set forth the agreed delivery schedules and other terms and conditions of supply.

"C. The Commission is also prepared, to such extent and under such conditions as may be established by the Commission, to enter into contracts to provide after December 31, 1968, for the production and enrichment in facilities owned by the Commission of special nuclear material for the account of the Government of Spain for the uses specified in paragraphs A and B above.

"D. The net amount of enriched uranium transferred from the United States to the Government of Spain under paragraphs A, B, and C of this Article during the period of this Agreement for Cooperation shall not exceed 8500 kilograms of U-235.

This net amount shall be the difference between:

(1) The quantity of U-235 contained in enriched uranium transferred to the Government of Spain pursuant to said paragraphs A, B, and C, and

(2) The quantity of U-235 contained in an equal quantity of uranium of normal isotopic assay,

less the difference between:

(3) The aggregate of the quantities of U-235 contained in recoverable uranium of U.S. origin either transferred to the United States of America or to any other nation or

[1] *Post*, p. 483.

group of nations with the approval of the Government of the United States of America pursuant to this Agreement, and

(4) The quantity of U–235 contained in an equal quantity of uranium of normal isotopic assay,

except that if the difference between (3) and (4) is negative, it will not be considered.

"E. It is agreed that, should the total quantity of enriched uranium which the Commission has agreed to provide under this and other Agreements for Cooperation reach the maximum quantity of enriched uranium which the Commission has available for such purposes, and should the Government of Spain not have executed contracts for the net amount of enriched uranium specified in paragraph D of this Article, the Commission may request, upon appropriate notice, that the Government of Spain execute contracts for all or any part of such enriched uranium as is not then under contract. It is understood that, should the Government of Spain not execute contracts in accordance with a request by the Commission hereunder, the Commission shall be relieved of all obligations to the Government of Spain with respect to the enriched uranium for which contracts have been so requested.

"F. The enriched uranium supplied hereunder may contain up to twenty per cent (20%) in the isotope U–235. The United States Commission, however, may make available a portion of the enriched uranium supplied hereunder as material containing more than 20% in the isotope U–235 when there is a technical or economic justification for such a transfer.

"G. It is understood, unless otherwise agreed, that in order to assure the availability of the entire quantity of enriched uranium allocated hereunder for a particular reactor project described in Appendix A, it will be necessary for the construction of the project to be initiated in accordance with the schedule set forth in Appendix A and for the Government of Spain to execute a contract for that quantity in time to allow for the Commission to provide the material for the first fuel loading. It is also understood that if the Government of Spain desires to contract for less than the entire quantity of enriched uranium allocated for a particular project or terminates the supply contract after execution, the remaining quantity allocated for that project shall cease to be available and the maximum quantity of enriched uranium provided for in paragraph D of this Article shall be reduced accordingly, unless otherwise agreed.

"H. Within the limitations contained in paragraph D of this Article, 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 Spain for the fueling of reactors or reactor experiments shall not at any time be in excess of the quantity thereof necessary for the loading of such reactors or reactor experiments, plus such additional quantity as, in the opinion of the Parties, is necessary for the efficient and continuous operation of such reactors or reactor experiments.

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

"J. With respect to any special nuclear material not owned by the Government of the United States of America produced in reactors fueled with materials obtained from the United States of America which is in excess of the need of the Government of Spain for such materials in its program for the peaceful uses of atomic energy, the Government of the United States of America shall have and is hereby granted (a) a first option to purchase such material at prices then prevailing in the United States of America for special nuclear material produced in reactors which are fueled pursuant to the terms of an agreement for cooperation with the Government of the United States of America, and (b) the right to approve the transfer of such material to any other nation or a group of nations in the event the option to purchase is not exercised.

"K. Special nuclear material produced, as a result of irradiation processes, in any part of fuel leased hereunder shall be for the account of the Government of Spain and after reprocessing as provided in paragraph I of this Article shall be returned to the Government of Spain at which time title to such material shall be transferred to that Government, unless the Government of the United States of America shall exercise the option, which is hereby granted, to retain, with appropriate credit to the Government of Spain, any such special nuclear material which is in excess of the needs of Spain for such material in its program for the peaceful uses of atomic energy.

"L. Some atomic energy materials which the Government of Spain may request the Commission to provide in accordance with this Agreement are harmful to persons and property unless handled and used carefully. After delivery of such materials to the Gov-

ernment of Spain, the Government of Spain shall bear all responsibility, insofar as the Government of the United States of America is concerned, for the safe handling and use of such materials. With respect to any special nuclear materials or fuel elements which the Commission may, pursuant to this Agreement, lease to the Government of Spain or to any private individual or private organization under its jurisdiction, the Government of Spain shall indemnify and save harmless the Government of the United States of America against any and all liability (including third party liability) for any cause whatsoever arising out of the production or fabrication, the ownership, the lease, and the possession and use of such special nuclear materials or fuel elements after delivery by the Commission to the Government of Spain or to any authorized private individual or private organization under its jurisdiction."

ARTICLE IV

Article IX of the Agreement for Cooperation is hereby amended by deleting the words "lease, or sale and purchase," and substituting in lieu thereof the words "sale, lease, or, subject to required governmental authorizations, loan,".

ARTICLE V

Article X, paragraph B.3., of the Agreement for Cooperation is hereby amended by deleting the phrase "paragraph F (b)" and substituting in lieu thereof the phrase "paragraph J (b)".

ARTICLE VI

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

"A. The Government of the United States of America and the Government of Spain, recognizing the desirability of making use of the facilities and services of the International Atomic Energy Agency as soon as practicable, agree that the Agency will be requested to assume responsibility for applying safeguards to materials and facilities subject to safeguards under this Agreement for Cooperation so that this responsibility will be assumed by the Agency at least six months prior to the start-up of the Zorita nuclear power station described in Appendix A or by December 31, 1966, whichever date is earlier. It is contemplated that the necessary arrangements will be effected without modification of this Agreement, through an Agreement to be negotiated between the Parties and the Agency which may include provisions for suspension of the safeguard rights accorded the Commission by Article X, paragraph B, of this Agreement during the time and to the extent that the Agency's safeguards apply to such materials and facilities.

"B. In the event the Parties do not reach a mutually satisfactory agreement on the terms of the trilateral arrangement envisaged in Paragraph A of this Article, either Party may, by notification, terminate this Agreement. Before either Party takes steps to terminate, the Parties will carefully consider the economic effect of any such termination. Neither Party will invoke its termination rights until the other Party has been given sufficient advance notice to permit arrangements by the Government of Spain, if it is the other Party, for an alternative source of power and to permit adjustment by the Government of the United States of America, if it is the other Party, of production schedules. In the event of termination by either Party, the Government of Spain shall, at the request of the Government of the United States of America, return to the Government of the United States of America all special nuclear materials received pursuant to this Agreement and in its possession or in the possession of persons under its jurisdiction. The Government of the United States of America will compensate the Government of Spain for such returned material at the current Commission's schedule of prices then in effect domestically."

ARTICLE VII

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

[1] Apr. 1, 1966.

ENMIENDA AL CONVENIO DE COOPERACION ENTRE EL GOBIERNO DE LOS ESTADOS UNIDOS DE AMERICA Y EL GOBIERNO DE ESPAÑA RELATIVO A LOS USOS CIVILES DE LA ENERGIA ATOMICA

El Gobierno de los Estados Unidos de América y el Gobierno de España,

Deseando modificar el Convenio de Cooperación entre el Gobierno de los Estados Unidos de América y el Gobierno de España relativo a los usos civiles de la energía atómica, firmado en Washington el 16 de agosto de 1957 (en lo sucesivo denominado "Convenio de Cooperación");

Convienen en lo siguiente:

Articulo I

El Artículo II, párrafo B, del Convenio de Cooperación se modifica suprimiendo las palabras "diez años" y sustituyéndolas por las palabras "treinta años".

Articulo II

El Artículo VI, párrafo A, del Convenio de Cooperación se modifica y quedará redactado como sigue:

"Los materiales de interés en conexión con aplicaciones definidas de investigación, comprendidos los materiales nucleares especiales (distintos de los materiales nucleares especiales que se empleen como combustibles de reactores y experimentos de reactores), materiales originarios, subproductos, otros radioisótopos e isótopos estables, se pueden vender o bien transferir en las cantidades y con las claúsulas y condiciones que se estipulen cuando tales materiales no puedan adquirirse en el comercio."

Articulo III

El Artículo VIII del Convenio de Cooperación se modifica y quedará redactado como sigue:

"A. Durante el período de vigencia de este Convenio, la Comisión de los Estados Unidos transferirá al Gobierno Español, con las cláusulas y condiciones que las Partes estipulen, uranio

enriquecido en el isótopo U-235 para su empleo como combustible en aplicaciones definidas de investigación, comprendidos los reactores de investigación, reactores de ensayo de materiales, experimentos de reactores y prototipos de reactores, según lo acuerde la Comisión, a petición del Gobierno de España; entendiéndose que el material será entregado de acuerdo con los contratos que establezcan los programas de entrega convenidos y otras cláusulas y condiciones del suministro.

"B. Además, la Comisión venderá al Gobierno Español todo el uranio enriquecido necesario para el programa de reactores de potencia descrito en el Apéndice A, entendiéndose que el material será entregado de acuerdo con los contratos que establezcan los programas de entrega convenidos y otras claúsulas y condiciones del suministro.

"C. La Comisión está dispuesta también, en la extensión y condiciones que puedan ser establecidas por la Comisión, a celebrar contratos, con el fin de proveer lo necesario para, después del 31 de diciembre de 1968, la producción y enriquecimiento en instalaciones propiedad de la Comisión, de material nuclear especial por cuenta del Gobierno Español para los usos especificados en los párrafos A y B anteriores.

"D. La cantidad neta de uranio enriquecido transferido por los Estados Unidos al Gobierno Español en virtud de lo dispuesto en los párrafos A, B y C de este Artículo durante el período de este Convenio de Cooperación, no excederá de 8500 kilogramos de U-235.

Esta cantidad neta será la diferencia entre:

1) La cantidad de U-235 contenido en el uranio enriquecido transferido al Gobierno de España de acuerdo con lo dispuesto en los párrafos A, B y C, y

2) La cantidad de U-235 contenido en una cantidad igual de uranio de composición isotópica normal,

menos la diferencia entre:

3) La suma de las cantidades de U-235 contenido en el uranio recuperable de origen de Estados Unidos transferido a los Estados Unidos de América o a cualquier otra nación o grupo de naciones con la aprobación del Gobierno de los Estados Unidos de América de acuerdo con este Convenio, y

4) La cantidad de U-235 contenida en una cantidad igual de uranio de composición isotópica normal,

excepto que si la diferencia entre (3) y (4) es negativa, no se tomará en consideración.

"E. Se conviene en que, si la cantidad total de uranio enriquecido que la Comisión ha acordado proporcionar en virtud de este y otros Convenios de Cooperación alcanza la cantidad máxima de uranio enriquecido que la Comisión tiene disponible para tales fines, y si el Gobierno de España no ha formalizado contratos por la cantidad neta de uranio enriquecido especificada en el párrafo D de este Artículo, la Comisión puede solicitar, previa notificación, que el Gobierno de España formalice contratos por toda o parte de la cantidad de uranio enriquecido que no esté entonces bajo contrato. Se entiende que si el Gobierno Español no formaliza los contratos de acuerdo con la solicitud de la Comisión, la Comisión será liberada de todas las obligaciones para con el Gobierno Español en relación con el uranio enriquecido para el que de esta forma se han solicitado los contratos.

"F. El uranio enriquecido suministrado en virtud del presente puede contener hasta un veinte por ciento (20%) del isótopo U–235. Sin embargo, la Comisión de los Estados Unidos puede facilitar una parte del uranio enriquecido suministrado en virtud del presente como material que contenga más del 20% en el isótopo U–235 cuando haya una justificación técnica o económica para tal cesión.

"G. Se entiende, a menos que se acuerde otra cosa, que para asegurar la disponibilidad de la cantidad total de uranio enriquecido asignada en virtud del presente para un proyecto particular de reactor descrito en el Apéndice A, será necesario que la construcción del proyecto se inicie de acuerdo con el programa establecido en el Apéndice A y que por el Gobierno Español se formalice un contrato por aquella cantidad, con tiempo para permitir que la Comisión proporcione el material para la primera carga de combustible. También se entiende que si el Gobierno Español desea contratar por una cantidad menor que la total de uranio enriquecido asignada para un proyecto particular o denuncia el contrato de suministro después de su formalización, el resto de la cantidad asignada para aquel proyecto dejará de estar disponible y la cantidad máxima de uranio enriquecido estipulada en el párrafo D de este Artículo se reducirá en dicha cantidad, a menos que se acuerde de otro modo.

"H. Dentro de las limitaciones establecidas en el párrafo D de este Artículo, la cantidad de uranio enriquecido en el isótopo U–235 transferido por la Comisión en virtud de este Artículo y que se halle bajo la custodia del Gobierno de España para la alimentacion de reactores o experimentos de reactores, no excederá en ningun momento de la cantidad necesaria para la carga de tales reactores o experimentos de reactores más la cantidad suplementaria que, a juicio de las Partes, sea necesaria para el funcionamiento eficiente y continuo de tales reactores o experimentos de reactores.

"I. Se conviene en que, cuando cualquier material nuclear especial recibido de los Estados Unidos de América requiera ser objeto de un nuevo tratamiento, éste se efectuará, a discreción de la Comisión, bien en instalaciones de la misma, bien en instalaciones que sean aceptables a juicio de ella y con las cláusulas y condiciones que más adelante se estipulen; en la inteligencia de que, si no se conviniere lo contrario, la forma y contenido de cualquier clase de elementos combustibles irradiados no deberá alterarse una vez sacados del reactor con anterioridad a su entrega a la Comisión o a las instalaciones que ésta juzgue aceptables, para su nuevo tratamiento.

"J. Por lo que respecta a cualquier material nuclear especial no perteneciente al Gobierno de los Estados Unidos de América, producido en reactores alimentados con materiales procedentes de los Estados Unidos de América, y que exceda de las necesidades del Gobierno de España de tales materiales para su programa de usos pacíficos de la energía atómica, el Gobierno de los Estados Unidos de América tendrá, como así se le concede por el presente: a) una primera opción para la adquisición de tal material a los precios que rijan a la sazón en los Estados Unidos de América para el material nuclear especial producido en reactores que sean alimentados en virtud de lo dispuesto en Convenios de cooperación con el Gobierno de los Estados Unidos de América; y b) el derecho de aprobar la transferencia de tal material a cualquier otra nación o grupo de naciones, en el caso de que no se ejercite el derecho de opción de compra.

"K. El material nuclear especial producido como resultado del proceso de irradiación, en cualquier parte del combustible arrendado en virtud del presente, lo será por cuenta del Gobierno de España y una vez sometido a nuevo tratamiento, de acuerdo con lo establecido en el párrafo I de este Artículo, será devuelto a dicho Gobierno, y en este momento el título relativo al susodicho material se transferirá a aquel Gobierno, a no ser que el Gobierno de los Estados Unidos de América ejercite la opción, concedida por el presente, de retener—abonando la cantidad pertinente al Gobierno Español—cualquiera de dichos materiales nucleares especiales que exceda de las necesidades de España para su programa de usos pacíficos de la energía atómica.

"L. Ciertos materiales de energía atómica, que el Gobierno Español puede solicitar le sean facilitados por la Comisión en virtud de este Convenio, son peligrosos para personas y propiedades, si no se manejan y usan con cuidado. Efectuada la entrega de tales materiales al Gobierno Español, éste asumirá la plena responsabilidad, en tanto en cuanto le alcanzare al Gobierno de los Estados

Unidos de América, por lo que respecta a seguridad en el manejo y uso de tales materiales. Con respecto a cualquier clase de materiales nucleares especiales o elementos combustibles que la Comisión, en virtud de este Convenio, arrendare al Gobierno Español o a cualquiera persona u organismo particular sujetos a su jurisdicción, el Gobierno Español indemnizará al Gobierno de los Estados Unidos y le eximirá de toda responsabilidad (incluso de responsabilidad respecto a terceros) por cualquier causa dimanante de la producción fabricación, propiedad, arrendamiento, posesión y uso de tales materiales nucleares especiales o elementos combustibles después de su entrega por la Comisión al Gobierno Español o a cualquier persona u organismo particular autorizados, sujetos a su jurisdicción."

ARTICULO IV

El Artículo IX del Convenio de Cooperación se modifica por el presente suprimiendo las palabras "al arrendamiento, venta o adquisición" y sustituyéndolas por las palabras "a la venta, arrendamiento, o con sujeción a las autorizaciones gubernamentales requeridas, préstamo".

ARTICULO V

El Artículo X, párrafo B.3., del Convenio de Cooperación se modifica por el presente suprimiendo la frase "Artículo VIII, F b)" y sustituyéndola por la frase "Artículo VIII, J b)".

ARTICULO VI

El Artículo XII del Convenio de Cooperación se modifica y quedará redactado como sigue:

"A. El Gobierno de los Estados Unidos de América y el Gobierno de España, reconociendo que sería deseable utilizar los medios y servicios del Organismo Internacional de Energía Atómica tan pronto como sea factible, convienen en que solicitarán del Organismo asuma la responsabilidad de aplicar salvaguardias a materiales e instalaciones sujetos a salvaguardias en virtud de este Convenio de Cooperación, de forma que esta responsabilidad sea asumida por el Organismo al menos 6 meses antes de la puesta en marcha de la central nuclear de Zorita, descrita en el Apéndice A, o el 31 de diciembre de 1966, siempre en cualquiera de dichas fechas que fuere la primera. Se prevé que las medidas necesarias se adoptarán sin modificación de este Convenio, mediante otro Convenio que se negociará entre las Partes y el Organismo y que podrá incluir disposiciones para la suspensión de los derechos de salvaguardia otorgados a la Comisión por el Artículo X, párrafo

B, de este Convenio, durante el tiempo y en la extensión que sean aplicables las salvaguardias del Organismo a tales materiales e instalaciones.

"B. En el caso de que las Partes no lleguen a un acuerdo mutuamente satisfactorio sobre las cláusulas del acuerdo trilateral previsto en el párrafo A de este Artículo, cualquiera de ambas Partes podrá denunciar este Convenio, notificándolo a la otra. Antes de que cualquiera de las Partes tome medidas para denunciarlo, las Partes considerarán cuidadosamente el efecto económico de este denuncia. Ninguna de las Partes invocará sus derechos de denuncia hasta que la otra Parte haya sido notificada con suficiente antelación que permita tomar disposiciones al Gobierno Español, si él es la otra Parte, para contar con otra fuente de energía y permitir el ajuste de los programas de producción al Gobierno de los Estados Unidos de América, si él es la otra Parte. En el caso de denuncia por una cualquiera de las Partes, el Gobierno Español devolverá al Gobierno de los Estados Unidos de América, a petición de éste, todos los materiales nucleares especiales recibidos en virtud de este Convenio y que estén en su poder o en poder de personas sujetas a su jurisdicción. El Gobierno de los Estados Unidos de América compensará al Gobierno Español por el material devuelto aplicando la escala de precios de la Comisión que rija entonces dentro del país."

ARTICULO VII

Esta Enmienda entrará en vigor en la fecha en que cada Gobierno haya recibido del otro notificación escrita de que ha cumplido todos los requisitos estatutarios y constitucionales para la entrada en vigor de tal Enmienda y continuará en vigor durante el período del Convenio de Cooperación, modificado por la presente.

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

DONE at Washington, in duplicate, in the English and Spanish languages, both texts being equally authentic, this 29th day of November, 1965.

EN FE DE LO CUAL, los abajo firmantes, debidamente autorizados, han firmado esta Enmienda.

HECHO en Washington, por duplicado, en idiomas inglés y español, siendo ambos textos igualmente auténticos hoy día 29 de noviembre de 1965.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA:
POR EL GOBIERNO DE LOS ESTADOS UNIDOS DE AMERICA:

JOHN M. LEDDY

GLENN T. SEABORG

FOR THE GOVERNMENT OF SPAIN:
POR EL GOBIERNO DE ESPAÑA:

MERRY DEL VAL

APPENDIX A

SPANISH ENRICHED URANIUM POWER REACTOR PROGRAM

	(1) REACTORES	(2) START OF CONSTRUCTION	(3) TOTAL KGS. U-235 REQUIRED*
A.	DON, 30 MWe	1965	366
B.	Zorita, 153 MWe	1964	2934
C.	Nuclenor, 300 MWe	1966	4930
	TOTAL		8230

* As calculated in Article VIII.D. of the Agreement for Cooperation, as amended.

APENDICE A

PROGRAMA ESPAÑOL DE REACTORES DE POTENCIA DE URANIO ENRIQUECIDO

	(1) REACTORES	(2) COMIENZO DE LA CONSTRUCCION	(3) TOTAL NECESARIO KGS. U-235*
A.	DON, 30 MWe	1965	366
B.	Zorita, 153 MWe	1964	2934
C.	Nuclenor, 300 MWe	1966	4930
	TOTAL		8230

* Calculado de conformidad con el Artículo VIII.D. de acuerdo con el Convenio de Cooperación, tal como éste se ha enmendado.

GHANA

Agricultural Commodities

Agreement signed at Accra April 1, 1966;
Entered into force April 1, 1966.
With exchange of notes.

AGRICULTURAL COMMODITIES AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF GHANA 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 Ghana:

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 or normal patterns of commercial trade with friendly countries;

Considering that the purchase for Ghana cedis of agricultural commodities produced in the United States of America will assist in achieving such an expansion of trade;

Considering that the Ghana cedis from such purchase 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 agricultural commodities to Ghana pursuant to Title I of the Agricultural Trade Development and Assistance Act,[1] as amended (hereinafter referred to as the 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:

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[1] 68 Stat. 455; 7 U.S.C. §§ 1701–1709.

ARTICLE I

SALES FOR GHANA CEDIS

1. Subject to issuance by the Government of the United States of America and acceptance by the Government of Ghana of purchase authorizations and to the availability of the specified commodities under the Act at the time of exportation, the Government of the United States of America undertakes to finance the sales for Ghana cedis to purchasers authorized by the Government of Ghana, of the following agricultural commodities in the amounts indicated:

Commodity	Export Market Value (Millions)
Tobacco	$.90
Wheat flour	2.00
Rice	2.70
Grain sorghums	.24
Yellow corn	.28
Edible vegetable oil	.14
Cotton	1.20
Total	$7.46

2. Applications for purchase authorizations will be made within 90 days after the effective date of this agreement, except that applications for purchase authorizations for any additional commodities or amounts of commodities provided for in any amendment to this agreement will be made within 90 days after the effective date of such amendment. Purchase authorizations will include provisions relating to the sale and delivery of commodities, the time and circumstances of deposit of Ghana cedis accruing from such sales, and other relevant matters.

The Government of the United States of America will finance ocean transportation costs incurred pursuant to this agreement only to the extent that such costs are higher than otherwise would be the case by reason of the requirement that approximately 50 percent by tonnage of the commodities be transported in United States flag vessels. The balance of ocean freight charges for transportation of commodities required to be carried in United States flag vessels shall be paid in dollars by the Government of Ghana. The Government of Ghana will not be required to deposit cedis for ocean transportation financed by the Government of the United States of America.

Promptly after contracting for United States flag shipping space required to be used, and in any event not later than presentation of

vessel for loading, the Government of Ghana will open a letter of credit, in dollars, for the estimated cost of ocean transportation for commodities carried in United States flag vessels.

3. The financing, sale and delivery of commodities under this agreement may be terminated by either Government if that Government determines that because of changed conditions the continuation of such financing, sale or delivery is unnecessary or undesirable.

ARTICLE II

USES OF GHANA CEDIS

The Ghana cedis accruing to the Government of 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 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. For United States expenditures under subsections (a), (b), (c), (d), (f) and (h) through (t) of Section 104 of the Act, or under any of such subsections, 25 percent of the Ghana cedis accruing pursuant to this agreement.

B. For a loan to the Government of Ghana under Section 104(g) of the Act for financing such projects to promote economic development, including projects not heretofore included in plans of the Government of Ghana, as may be mutually agreed, 75 percent of the Ghana cedis accruing pursuant to this agreement. The terms and conditions of the loan and other provisions will be set forth in a separate loan agreement. In the event that agreement is not reached on the use of the Ghana cedis for loan purposes under Section 104(g) of the Act within three years from the date of this agreement, the Government of the United States of America may use the Ghana cedis for any purposes authorised by Section 104 of the Act.

ARTICLE III

DEPOSIT OF GHANA CEDIS

1. The Government of Ghana will deposit to the account of the Government of the United States of America an amount of Ghana cedis equivalent to the dollar sales value of the commodities financed by the Government of the United States of America converted into Ghana cedis at the applicable rate of exchange in effect on the date of dollar disbursement by the Government of the United States of America.

(a) If a unitary exchange rate system is maintained by the Government of Ghana, the applicable rate will be the rate at which the central monetary authority of Ghana or its authorized agent sells foreign exchange for Ghana cedis.

(b) If a unitary exchange rate system is not maintained, the applicable rate will be the rate mutually agreed upon by the Government of the United States of America and the Government of Ghana.

2. The Government of the United States of America shall determine which of its funds shall be used to pay any refunds of Ghana cedis which become due under this agreement. A reserve will be maintained under this agreement for two years from the effective date of this agreement which may be used for the payment of such refunds. Any payment out of this reserve shall be treated as a reduction in the total cedis accruing to the Government of the United States of America under this agreement.

ARTICLE IV

GENERAL UNDERTAKINGS

1. The Government of Ghana will take all possible measures to prevent the resale or transhipment to other countries or the use for other than domestic purposes of the agricultural commodities purchased pursuant to this agreement (except where such resale, transhipment or use is specifically approved by the Government of the United States of America); to prevent the export of any commodity of either domestic or foreign origin which is the same as, or like, the commodities purchased pursuant to this agreement during the period beginning on the date of this agreement and ending with the final date on which such commodities are received and utilized (except where such export is specifically approved by the Government of the United States); and to ensure that the purchase of commodities pursuant to this agreement does not result in increased availability of the same or like commodities to nations unfriendly to the United States of America.

2. The two Governments will take reasonable precautions to assure that all sales and purchases of agricultural commodities pursuant to this agreement will not displace usual marketings of the United States of America in those commodities or unduly disrupt world prices of agricultural commodities or normal patterns of commercial trade with friendly countries.

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 Ghana will furnish quarterly information on the progress of the program, particularly with respect to the arrival and condition of commodities, provisions for the maintenance of usual marketings, and information relating to imports 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

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 ACCRA IN DUPLICATE THIS FIRST DAY OF APRIL 1966.

FRANKLIN H. WILLIAMS
For the Government of the United States of America.

E. N. OMABOE
For and on behalf of the Government of Ghana.

The American Ambassador to the Ghanaian Chairman, Economic Committee of the National Liberation Council

ACCRA, GHANA,
April 1, 1966.

MR. CHAIRMAN:

I have the honor to refer to the Agricultural Commodities Agreement between our two Governments signed today and to inform you of my Government's understanding of the following:

1. With regard to paragraph 4 of Article IV of the agreement, the Government of Ghana agrees to furnish quarterly the following information in connection with each shipment of commodities received under the agreement: the name of each vessel, the date of arrival, the port of arrival, the commodity and quantity received, the condition in which received, the date unloading was completed and the disposition of the cargo, i.e., stored, distributed locally or if shipped where shipped. In addition, the Government of Ghana agrees to furnish quarterly: (a) a statement of measures it has taken to prevent the resale or transhipment of commodities furnished and (b) assurances that the program has not resulted in increased availability of the same or like commodities to other nations. The Government of Ghana further agrees that the above statements will be accompanied by statistical data on imports and exports by country of origin or destination of commodities which are the same as or like those imported under the agreement.

2. The Government of Ghana agrees that Ghana cedis received by the Government of the United States of America under the agreement may be deposited in interest-bearing accounts in banks in Ghana selected by the Government of the United States of America.

3. The Government of Ghana will provide, upon request of the Government of the United States of America, facilities for conversion into other non-dollar currencies of the following amounts of cedis: for purposes of section 104(a) of the Act $149,200 worth or two percent of the cedis accruing under the agreement, whichever is greater, of proceeds from sales and payments from 104(g) loans (including principal and interest), to finance agricultural market development activities in other countries; and for purposes of section 104(h) of the Act and for the purposes of the Mutual Educational and Cultural Exchange Act of 1961,[1] up to $20,000 worth of cedis to finance educational and cultural exchange programs and activities in other countries.

4. The Government of the United States of America may utilize cedis in Ghana to pay for travel which is part of a trip in which the traveler travels from, to or through Ghana. It is understood that these funds are intended to cover only travel by persons who are traveling on official business for the Government of the United States

[1] 75 Stat. 527; 22 U.S.C. § 2451 note.

of America. It is further understood that the travel for which cedis may be utilized shall not be limited to services provided by Ghana transportation facilities.

5. The Government of Ghana agrees to designate an individual or agency in Ghana with whom representatives of the United States of America may consult with regard to implementing all the provisions of the agreement.

6. The Government of Ghana agrees to designate one or more persons in the United States to consult with representatives of the United States of America for purposes of orientation in connection with the implementation of the agreement.

I shall appreciate receiving your Government's confirmation of the above understanding.

Accept, Mr. Chairman, the renewed assurances of my highest consideration.

FRANKLIN H. WILLIAMS

Franklin H. Williams
Ambassador of the United States of America

Mr. E. N. OMABOE,
Chairman,
National Economic Committee.

The Ghanaian Chairman, Economic Committee of the National Liberation Council, to the American Ambassador

FREEDOM AND JUSTICE

ECONOMIC COMMITTEE
(NATIONAL LIBERATION COUNCIL)
c/o P.O. BOX M.76
ACCRA

1st APRIL, 1966

EXCELLENCY:

I have the honour to acknowledge the receipt of your note of April 1, 1966 which reads as follows:

"I have the honour to refer to the Agricultural Commodities Agreement between our two Governments signed today and to inform you of my Government's understanding of the following:

1. With regard to paragraph 4 of Article IV of the agreement, the Government of Ghana agrees to furnish quarterly the following information in connection with each shipment of commodities received under the agreement: the name of each vessel, the date of arrival, the port of arrival, the commodity and quantity received, the condition in which received, the date unloading was completed and the disposition of the cargo, i.e., stored, distributed locally or if shipped

where shipped. In addition, the Government of Ghana agrees to furnish quarterly:

(a) a statement of measures it has taken to prevent the resale or transshipment of commodities furnished, and

(b) assurances that the programme has not resulted in increased availability of the same or like commodities to other nations.

The Government of Ghana further agrees that the above statements will be accompanied by statistical data on imports and exports by country of origin or destination of commodities which are the same as or like those imported under the agreement.

2. The Government of Ghana agrees that Ghana cedis received by the Government of the United States of America under the agreement may be deposited in interest-bearing accounts in banks in Ghana selected by the Government of the United States of America.

3. The Government of Ghana will provide, upon request of the Government of the United States of America, facilities for conversion into other non-dollar currencies of the following amounts of cedis: for purposes of section 104(a) of the Act $149,200 worth or two per cent of the cedis accruing under the agreement, whichever is greater, of proceeds from sales and payments from 104(g) loans (including principal and interest), to finance agricultural market development activities in other countries; and for purposes of section 104(h) of the Act and for the purposes of the Mutual Educational and Cultural Exchange Act of 1961, up to $20,000 worth of cedis to finance educational and cultural exchange programmes and activities in other countries.

4. The Government of the United States of America may utilize cedis in Ghana to pay for travel which is part of a trip in which the traveller travels from, to or through Ghana. It is understood that these funds are intended to cover only travel by persons who are travelling on official business for the Government of the United States of America. It is further understood that the travel for which cedis may be utilized shall not be limited to services provided by Ghana transportation facilities.

5. The Government of Ghana agrees to designate an individual or agency in Ghana with whom representatives of the United States of America may consult with regard to implementing all the provisions of the agreement.

6. The Government of Ghana agrees to designate one or more persons in the United States to consult with representatives of the United States of America for purposes of orientation in connection with the implementation of the agreement.

I shall appreciate receiving your Excellency's confirmation of the above understanding."

I have the honour to inform your Excellency that the terms of the foregoing note are acceptable to the Government of the Republic

of Ghana and that the Government of the Republic of Ghana considers your Excellency's note and the present reply as constituting an agreement between our two Governments on this subject, the agreement to enter into force on today's date.

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

E. N. OMABOE

Chairman
Economic Committee of the
National Liberation Council
(E. N. Omaboe)

His Excellency
FRANKLIN H. WILLIAMS,
U.S. Ambassador to Ghana
Accra.

SPAIN

Space Research: Measurement of High Altitude Winds and Temperatures

Agreement effected by exchange of notes
Signed at Washington April 14, 1966;
Entered into force April 14, 1966.
With memorandum of understanding between The Instituto Nacional de Técnica Aeroespacial and the United States National Aeronautics and Space Administration, signed January 14, 1966.

The Secretary of State to the Spanish Minister of Foreign Affairs

DEPARTMENT OF STATE
WASHINGTON
Apr 14 1966

EXCELLENCY:

I have the honor to refer to a Memorandum of Understanding between the Instituto Nacional de Técnica Aeroespacial, of Spain, and the National Aeronautics and Space Administration, of the United States of America, dated January 14, 1966, [1] in which the two agencies agree initially to carry out in Spain a project for measurements of winds and temperatures at high altitudes and to undertake a continuing series of cooperative space research projects of mutual interest.

I have the honor to confirm the acceptability to my Government of the aforementioned Memorandum of Understanding and to propose that this note and your reply to that effect shall constitute an agreement between our two Governments regarding this matter, which shall enter into force on the date of your note in reply.

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

DEAN RUSK
Secretary of State of the
United States of America

His Excellency
FERNANDO MARÍA CASTIELLA Y MAÍZ,
Minister of Foreign Affairs of Spain.

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[1] *Post*, p. 496.

The Spanish Minister of Foreign Affairs to the Secretary of State

EMBAJADA DE ESPAÑA
WASHINGTON

EXCMO. SEÑOR:

Tengo el honor de referirme a un Memorandum de Entendimiento entre el Instituto Nacional de Técnica Aeroespacial de España y la National Aeronautics and Space Administration de los Estados Unidos de América, de fecha 14 de Enero de 1966, en el que ambos Organismos acuerdan inicialmente llevar a cabo en España un proyecto de medida de vientos y temperaturas a grandes altitudes y realizar una serie continuada de proyectos conjuntos de investigación del espacio de interés mútuo.

Tengo el honor de confirmar que el mencionado Memorandum de Entendimiento es aceptable para mi Gobierno y de proponer que esta Nota y su respuesta al efecto constituyan un Acuerdo en este asunto entre nuestros dos Gobiernos, que entrará en vigor en la fecha de su Nota de respuesta.

Aprovecho esta oportunidad, Señor Secretario de Estado, para reiterar a V.E. las seguridades de mi más alta consideración.

WASHINGTON D.C., *14 de Abril de 1966.*

FERNANDO CASTIELLA
Ministro de Asuntos Exteriores de España.

Excmo. Señor Don
DEAN RUSK
Secretario de Estado de los Estados Unidos de América.
Washington D.C.

Translation

EMBASSY OF SPAIN
WASHINGTON

EXCELLENCY:

I have the honor to refer to a Memorandum of Understanding between the Instituto Nacional de Técnica Aeroespacial of Spain and the National Aeronautics and Space Administration of the United States of America, dated January 14, 1966, in which the two agencies agree to carry out in Spain a project for measurement of winds and temperatures at high altitudes and to undertake a continuing series of cooperative space research projects of mutual interest.

I have the honor to confirm that the aforementioned Memorandum of Understanding is acceptable to my Government and to propose that this note and your reply to that effect shall constitute an Agreement between our two Governments regarding this matter, which shall enter into force on the date of your note in reply.

I avail myself of the opportunity, Mr. Secretary, to renew to you the assurances of my highest consideration.

WASHINGTON, D.C., *April 14, 1966*

FERNANDO CASTIELLA
Minister of Foreign Affairs of Spain

His Excellency
DEAN RUSK,
Secretary of State
of the United States of America,
Washington, D.C.

MEMORANDUM OF UNDERSTANDING between
THE INSTITUTO NACIONAL DE TÉCNICA AEROESPACIAL
(Representing the Comision Nacional de Investigacion del Espacio)
and
the U.S. NATIONAL AERONAUTICS AND SPACE ADMINISTRATION [1]

INTA and NASA, affirming their interest in carrying out a continuing cooperative program of space investigation, agree as follows:

The two Cooperating Agencies will initially carry out in Spain a project for measurement of winds and temperatures at high altitudes, using NIKE-boosted rockets and the explosive grenades method. The launchings in this project are expected to be four in number and will take place as soon as possible after INTA notifies NASA that it is prepared to initiate them.

In order to put the project into operation, INTA and NASA agree that each will undertake the responsibilities set forth in Annex A to this memorandum.

Each participating Agency will designate a Project Manager to assure proper coordination with the other. Each Agency will also designate a Scientific Coordinator to review the data obtained and to assure its dissemination and publication.

INTA and NASA will each bear the cost of discharging their respective responsibilities, including personnel, travel, and subsistence costs.

The scientific results of this project will be made available to the world scientific community in a timely fashion. Advance copies of reports based upon data obtained from this project will be exchanged between the Project Managers and between the Scientific Coordinators. Both organizations will exchange technical information as necessary for the successful completion of the project. To the extent possible, this project will be coordinated with similar projects of other countries.

Upon completion of the above project, it is understood that the equipment utilized for it and loaned by NASA to INTA may remain in Spain at the disposal of INTA throughout the period of the cooperative efforts of the two Agencies as may be required, facilitating the continuity of the cooperation of the two Agencies in space investigations and permitting them to carry out, with additional equipment as may be necessary in each case, projects of mutual interest which

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[1] Text, with Annex A, as certified.

may be selected from among the following: night luminescence; ozone; winds, pressure, temperature and density; electric currents; ultraviolet, infrared, and cosmic radiation; solar physics; atmospheric composition and particles; or such other projects to which both may agree.

This memorandum of understanding shall enter into force when ratified by the two Governments through an exchange of notes.[1]

Rafael Calvo Rodes — for CONIE

Antonio Perez-Marin — for INTA

Arnold W. Frutkin — for NASA

14 JANUARY 1966 Dated

ANNEX A

INTA Responsibilities

1. Construct, staff and operate a sounding rocket range for scientific research in Spain.
2. Transport from U.S. ports such equipment as is to be provided by NASA, except to the extent that NASA may be able to arrange cost-free shipment of such equipment; arrange for duty-free entry of all equipment and install same at the range.
3. Plan and conduct launchings and experiments in accordance with a mutually agreed schedule, coordinating to the fullest degree feasible with other known grenade experiments in order to maximize the scientific value of the project.
4. At its own option, construct as many as three of the four grenade-type payloads required for the experiment.
5. Provide two of the four Nike-type sounding rockets required for the experiment, assembling all rockets, installing payloads, and launching same.
6. Provide and install timing system and microphone-lay-out as required for the experiment.
7. Obtain, reduce, and analyze the data and publish same.
8. Provide the necessary personnel to be trained in the operation of ground station equipment, in rocket launching and payload assembly techniques, and in data collection, handling and analysis techniques, at appropriate NASA centers and contractor plants.

[1] Apr. 14, 1966.

NASA Responsibilities

1. Make available the basic range tracking and telemetry equipment in the form of a Single Station Doppler System (DOVAP), supplemented by the MPS-19 radar (Modified) which is to be provided for an earlier experiment, with plotting board.

2. Make available such camera equipment, including but not limited to ballistic cameras, as may be mutually agreed to be important for the conduct of the project.

3. Provide technical advice in the installation of timing and countdown systems, microphone lay-out, and data processing, as well as in the operation and maintenance of equipment. NASA will also supplement the timing system and data processing equipments provided by INTA as may be required for the satisfactory completion of the project.

4. Make available one Nike-type launcher with necessary associated equipment.

5. Provide two of the four Nike-boosted sounding rockets required for the experiment.

6. Provide at least one of the four complete payloads for the grenade experiment, including transponder, and technical advice in the preparation of such of the remaining three payloads as INTA may choose to provide.

7. Make available at suitable ports of embarkation in the United States all equipments for which NASA is responsible and transport to Spanish ports of entry any equipment for which NASA is able to arrange transportation without cost to it.

8. Provide for training of personnel, nominated by INTA, in NASA centers and/or contractor plants as desirable and feasible in the operation and maintenance of equipments provided by NASA, the handling and launching of the rockets, payload assembly, and the acquisition, reduction, and analysis of data.

The specific details of the responsibilities which are assigned to the Cooperating Agencies may be modified as agreed at the technical level by their respective Project Managers in order to assure satisfactory performance of the experiment. Mutually acceptable arrangements will also be made for such additional associated equipment as may be required for the execution of the experiment.

Rafael Calvo Rodes — for CONIE

Antonio Perez-Marin — for INTA

Arnold W. Frutkin — for NASA

Date: 14 JANUARY 1966

AFGHANISTAN

Technical Cooperation[1]

Agreement extending the agreement of June 30, 1953, as extended.
Effected by exchange of notes
Signed at Kabul April 2 and 4, 1966;
Entered into force April 4, 1966;
Effective March 31, 1966.

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

No. 94 KABUL, *April 2, 1966.*

EXCELLENCY:

I have the honor to refer to recent conversations between representatives of our two Governments concerning the Technical Cooperation Program Agreement signed at Kabul on June 30, 1953, as amended and extended.[1]

I propose that Article IX of that Agreement, as amended, be further amended by substituting "June 30, 1966" for the date "March 31, 1966," in the two places where such date appears in the second sentence thereof.

If the foregoing proposal is acceptable to Your Excellency's Government, I have the honor to further propose that this Note and Your Excellency's Note in reply concurring therein shall constitute an Agreement between our two Governments which shall enter into force on the date of Your Excellency's reply and shall be deemed to have effect from March 31, 1966.

Accept, Excellency, the assurances of my highest consideration.

ARCHER K. BLOOD

His Excellency
NUR ETEMADI,
Minister of Foreign Affairs,
Royal Government of Afghanistan,
Kabul.

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[1] TIAS 2856, 4670, 4979, 5243, 5477, 5714, 5807, 5901; 4 UST 2012; 12 UST 16; 13 UST 305, 2716; 14 UST 1724; 15 UST 2249; 16 UST 767, 1750; see also TIAS 6123; *post*, p. 1648.

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

وزیر امور خارجه

اقای شارژ افیر !

وصول نامه شماره ۹۴ مورخ ۲ اپریل ۱۹۶۶ مطابق ۱۳ حمل ۱۳۴۵ شما را در مورد موافقت نامه پروگرام همکاری تخنیکی که بتاریخ ۳۰ جون ۱۹۵۳ در کابل امضاء گردیده است اطمینان میدهم .

پیشنهاد شما درباره تعدیل ماده ۹ / ۹ / موافقتنامه مبنی بر تمدید تاریخ ان از ۳۱ مارچ ۱۹۶۶ به ۳۰ جون ۱۹۶۶ طرف قبول است .

بدین وسیله موافقت حکومت پادشاهی افغانستان را در زمینه اظهار داشته احترامات فائقه را تجدید میدارم .

مورخ ۱۵ حمل ۱۳۴۵ — نور احمد اعتمادی

کابل — وزیر امور خارجه

اقای ارچر. کی. بلد

شارژ افیر ایالات متحده امریکا

کابل .

Translation

MINISTER OF FOREIGN AFFAIRS

MR. CHARGÉ D'AFFAIRES:

I have the honor to acknowledge the receipt of Your Excellency's note No. 94 dated April 2, 1966, corresponding to Hamal 13, 1345, concerning the Technical Cooperation Program Agreement signed at Kabul on June 30, 1953.

Your Excellency's proposal to amend Article IX of the Agreement by extending its date from March 31, 1966 to June 30, 1966 is accepted.

I hereby express the agreement of the Royal Government of Afghanistan and offer renewed assurances of my highest consideration.

NUR AHMAD ETEMADI
Minister of Foreign Affairs

KABUL, *Hamal 15, 1345 [April 4, 1966]*

Mr. ARCHER K. BLOOD,
Chargé d'Affaires,
United States of America,
Kabul.

SUDAN

Agricultural Commodities

Agreement signed at Khartoum April 13, 1966;
Entered into force April 13, 1966.
With exchange of notes.

AGRICULTURAL COMMODITIES AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF THE REPUBLIC OF THE SUDAN 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 the Sudan:

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 or normal patterns of commercial trade with friendly countries;

Considering that the purchases for Sudanese pounds of agricultural commodities produced in the United States of America will assist in achieving such an expansion of trade;

Considering that the Sudanese pounds accruing from such purchase 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 agricultural commodities to the Government of the Republic of the Sudan pursuant to Title I of the Agricultural Trade Development and Assistance Act, [1] as amended (hereinafter referred to as the 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:

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[1] 68 Stat. 455; 7 U.S.C. §§ 1701–1709.

ARTICLE I

SALES FOR SUDANESE POUNDS

1. Subject to issuance by the Government of the United States of America and acceptance by the Government of the Republic of the Sudan of purchase authorizations and to the availability of the specified commodities under the Act at the time of exportation, the Government of the United States of America undertakes to finance the sales for Sudanese pounds, to purchasers authorized by the Government of the Republic of the Sudan, of the following agricultural commodities in the amounts indicated:

Commodity	Export Market Value (Millions)
Wheat/wheat flour	$4.16

2. Applications for purchase authorizations will be made within 90 days after the effective date of this agreement, except that applications for purchase authorizations for any additional commodities or amounts of commodities provided for in any amendment to this agreement will be made within 90 days after the effective date of such amendment. Purchase authorizations will include provisions relating to the sale and delivery of commodities, the time and circumstances of deposit of Sudanese pounds accruing from such sale, and other relevant matters.

3. The Government of the United States of America will finance ocean transportation costs incurred to [1] this agreement only to the extent that such costs are higher than otherwise would be the case by reason of the requirement that approximately 50 percent by tonnage of the commodities be transported in United States flag vessels. The balance of cost for commodities required to be carried in United States flag vessels shall be paid in dollars by the Government of the Republic of the Sudan. The Government of the Republic of the Sudan will not be required to deposit Sudanese pounds for ocean transportation financed by the Government of the United States of America.

4. Promptly after contracting for United States flag shipping space required to be used, and in any event not later than presentation of vessel for loading, the Government of the Republic of the Sudan will open a letter of credit, in dollars, for the estimated cost of ocean transportation for commodities carried in United States flag vessels.

5. The financing, sale and delivery of commodities under this agreement may be terminated by either Government if that Government determines that because of changed conditions the continuation of such financing, sale or delivery is unnecessary or undesirable.

[1] Should read "incurred pursuant to".

ARTICLE II

USES OF SUDANESE POUNDS

The Sudanese pounds accruing to the Government of 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 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. For United States expenditures under subsections (a), (b), (c), (d), (f) and (h) through (t) of Section 104 of the Act, or under any of such subsections, 20 percent of the Sudanese pounds accruing pursuant to this agreement.

B. For loans to be made by the Agency for International Development of Washington (hereinafter referred to as AID) under Section 104(e) of the Act and for administrative expenses of AID in the Government of the Republic of the Sudan incident thereto, 5 percent of the Sudanese pounds accruing pursuant to this agreement. It is understood that:

(1) Such loans under Section 104(e) of the Act will be made to United States business firms and branches, subsidiaries, or affiliates of such firms in the Government of the Republic of the Sudan for business development and trade expansion in the Government of the Republic of the Sudan and to United States firms and Sudanese firms for the establishment of facilities for aiding in the utilization, distribution, or otherwise increasing the consumption of and markets for United States agricultural products.

(2) Loans will be mutually agreeable to AID and the Government of the Republic of the Sudan, acting through the Ministry of Finance and Economics (hereinafter referred to as the Ministry). The Minister of Finance and Economics of the Government of the Republic of the Sudan, or his designate, will act for the Government of the Republic of the Sudan, and the Administrator of AID, or his designate, will act for AID.

(3) Upon receipt of an application which AID is prepared to consider, AID will inform the Ministry of the identity of the applicant, the nature of the proposed business, the amount of the proposed loan, and the general purpose for which the loan proceeds would be expended.

(4) When AID is prepared to act favorably upon an application, it will so notify the Ministry and will indicate the interest rate and the repayment period which would be used under the proposed loan. The interest rate will be similar to that prevailing in the Government of the Republic of the Sudan on comparable loans, provided such rate is not lower than cost of funds to the United States Treasury on comparable maturities, and the maturities will be consistent with the purposes of the financing.

(5) Within sixty days after the receipt of the notice that AID is prepared to act favorably upon application, the Ministry will indicate to AID whether or not it has any objection to the proposed loan. Unless within the sixty-day period AID has received such a communication from the Ministry, it shall be understood that the Ministry has no objection to the proposed loan. When AID approves or declines the proposed loan it will notify the Ministry.

(6) In the event the Sudanese pounds set aside for loans under Section 104(e) of the Act are not advanced within three years from the date of this agreement because AID has not approved loans or because proposed loans have not been mutually agreeable to AID and the Ministry, the Government of the United States of America may use the Sudanese pounds for any purpose authorized by Section 104 of the Act.

C. For a loan to the Government of the Republic of the Sudan under Section 104(g) of the Act for financing such projects to promote economic development, including projects not heretofore included in the plans of the Government of the Republic of the Sudan, as may be mutually agreed, 75 percent of the Sudanese pounds accruing pursuant to this agreement. The terms and conditions of the loan and other provisions will be set forth in a separate loan agreement. In the event that agreement is not reached on the use of the Sudanese pounds for loan purposes under Section 104(g) of the Act within 3 years from the date of this agreement, the Government of the United States of America may use the Sudanese pounds for any purpose authorized by Section 104 of the Act.

ARTICLE III

DEPOSIT OF SUDANESE POUNDS

1. The Government of the Republic of the Sudan will deposit to the account of the Government of the United States of America an amount of Sudanese pounds equivalent to the dollar sales value of the com-

modities financed by the Government of the United States of America converted into Sudanese pounds at the applicable rate of exchange in effect on the date of dollar disbursement by the Government of the United States of America.

(a) If a unitary exchange rate system is maintained by the Government of the Republic of the Sudan, the applicable rate will be the rate at which the central monetary authority of the Government of the Republic of the Sudan, or its authorized agent, sells foreign exchange for Sudanese pounds.

(b) If a unitary rate system is not maintained, the applicable rate will be the rate mutually agreed upon by the Government of the United States of America and the Government of the Republic of the Sudan.

2. The Government of the United States of America shall determine which of its funds shall be used to pay any refunds of Sudanese pounds which become due under this agreement or which are due or become due under any prior agricultural commodities agreement. A reserve will be maintained under this agreement for two years from the effective date of this agreement which may be used for the payment of such refunds. Any payment out of this reserve shall be treated as a reduction in the total Sudanese pounds accruing to the Government of the United States of America under this agreement.

Article IV

GENERAL UNDERTAKINGS

1. The Government of the Republic of the Sudan will take all possible measures to prevent the resale or transshipment to other countries or the use for other than domestic purposes of the agricultural commodities purchased pursuant to this agreement (except where such resale, transshipment or use is specifically approved by the Government of the United States of America); to prevent the export of any commodity of either domestic or foreign origin which is the same as, or like, the commodities purchased pursuant to this agreement in the calendar year during which Title I commodities are being imported (except where such export is specifically approved by the Government of the United States); and to ensure that the purchase of commodities pursuant to this agreement does not result in increased availability of the same or like commodities to nations unfriendly to the United States of America.

2. The two Governments will take reasonable precautions to assure that all sales and purchases of agricultural commodities pursuant to this agreement will not displace usual marketings of the United States of America in these commodities or unduly disrupt world prices of agricultural commodities or normal patterns of commercial trade with friendly countries.

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 the Sudan will furnish quarterly information on the progress of the program, particularly with respect to the arrival and condition of commodities, provisions for the maintenance of usual marketings, and imports and 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 Khartoum in duplicate this thirteenth day of April 1966.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA:	FOR THE GOVERNMENT OF THE REPUBLIC OF THE SUDAN:
W. H. WEATHERSBY	MOHAMMED IBRAHIM KHALIL
[SEAL]	[SEAL]

The American Ambassador to the Sudanese Minister of Foreign Affairs

EMBASSY OF THE
UNITED STATES OF AMERICA
Khartoum, April 13, 1966.

Note No. 183

EXCELLENCY:

I have the honor to refer to the Agricultural Commodities Agreement between our two Governments signed today and to confirm in this note the understanding of the Government of the United States of America of the following:

1. In expressing its agreement with the Government of the United States of America that the above-mentioned deliveries should not unduly disrupt world prices of agricultural commodities or impair trade relations among friendly nations, the Government of the Republic of the Sudan agrees to procure and import with its own resources at least 50,000 metric tons of wheat during calendar year 1966 from the United States of America and countries friendly to it, in addition to the agricultural commodities to be purchased under the terms of the agreement.
2. The Government of the Republic of the Sudan agrees that Sudanese pounds received by the Government of the United States of America under the agreement may be deposited in interest bearing accounts in the Bank of Sudan. The Government of the Republic of the Sudan will pay interest at rates paid by commercial banks in the Sudan on deposits of comparable maturity.
3. The Government of the Republic of the Sudan will provide, upon request of the Government of the United States of America, facilities for conversion into other non-dollar currencies of the following amounts of Sudanese pounds:

   (1) for purposes of Section 104 (a) of the Act $83,200 worth or two percent of the Sudanese pounds accruing to the United States of America under the agreement as proceeds from sales and 104 (g) loans (including principal and interest), whichever is greater, to finance agricultural market development activities in other countries and

   (2) for purposes of Section 104 (h) of the Act and for the purposes of the Mutual Educational and Cultural Exchange Act of 1961, [1] up to $83,000 worth of Sudanese pounds to finance educational and cultural exchange programs and activities in other countries.

[1] 75 Stat. 527; 22 U.S.C. § 2451 note.

4. The Government of the United States of America may utilize Sudanese pounds in the Sudan to pay for travel in which the traveler travels from, to or through the Sudan. It is understood that these funds are intended to cover only travel by persons who are traveling on official business for or in connection with activities financed by the Government of the United States of America. It is further understood that the travel for which Sudanese pounds may be utilized shall not be limited to services provided by Sudanese transportation facilities.

5. With regard to Paragraph 4 of Article IV of the agreement, the Government of the Republic of the Sudan agrees to furnish quarterly the following information in connection with each shipment of commodities received under the agreement: name of each vessel, the date of arrival, the port of arrival, the commodity and quantity received, the condition in which received, the date unloading was completed, and the disposition of the cargo, i.e., stored, distributed locally, or, if shipped, where shipped. In addition, the Government of the Republic of the Sudan agrees to furnish quarterly: (a) a statement of measures it has taken to prevent the resale or transshipment of commodities furnished, (b) assurances that the program has not resulted in increased availability of the same or like commodities to other nations and (c) a statement by the Government showing progress made toward fulfilling commitments on usual marketings.

   The Government of the Republic of the Sudan further agrees that the above statements will be accompanied by statistical data on imports and exports by country of origin or destination of commodities which are the same as or like those imported under the agreement.

I shall appreciate receiving your Excellency's confirmation of the above understanding.

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

WILLIAM H. WEATHERSBY

His Excellency
SAYED MOHAMMED IBRAHIM KHALIL,
Minister of Foreign Affairs,
Khartoum.

The Sudanese Minister of Foreign Affairs to the American Ambassador

KHARTOUM, *April 13, 1966*

EXCELLENCY:

I have the honor to refer to the Agricultural Commodities Agreement between our two Governments signed today and to confirm in this note the understanding of the Government of the Republic of the Sudan of the following:

1. In expressing its agreement with the Government of the United States of America that the above-mentioned deliveries should not undully disrupt world prices of agricultural commodities of impair trade relations among friendly nations, the Government of the Republic of the Sudan agrees to procure and import with its own resources at least 50,000 metric tons of wheat during calendar year 1966 from the United States of America and countries friendly to it, in addition to the agricultural commodities to be purchased under the terms of the agreement.
2. The Government of the Republic of the Sudan agrees that Sudanese pounds received by the Government of the United States of America under the agreement may be deposited in interest bearing accounts in the Bank of Sudan. The Government of the Republic of the Sudan will pay interest at rates paid by commercial banks in the Sudan on deposits of comparable maturity.
3. The Government of the Republic of the Sudan will provide, upon request of the Government of the United States of America, facilities for conversion into other non-dollar currencies of the following amounts of Sudanese pounds:
   (1) for purposes of Section 104 (a) of the Act $83,200 worth or two percent of the Sudanese pounds accruing to the United States of America under the agreement as proceeds from sales and 104 (g) loans (including principal and interest), whichever is greater, to finance agricultural market development activities in other countries and
   (2) for purposes of Section 104 (h) of the Act and for the purposes of the Mutual Educational and Cultural Exchange Act of 1961, up to $83,000 worth of Sudanese pounds to finance educational and cultural exchange programs and activities in other countries.
4. The Government of the United States of America may utilize Sudanese pounds in the Sudan to pay for travel in which the traveler travels from, to or through the Sudan. It is understood that these funds are intended to cover only travel by persons who are traveling on official business for or in connection with activi-

ties financed by the Government of the United States of America. It is further understood that the travel for which Sudanese pounds may be utilized shall not be limited to services provided by Sudanese transportation facilities.

5. With regard to Paragraph 4 of Article IV of the agreement, the Government of the Republic of the Sudan agrees to furnish quarterly the following information in connection with each shipment of commodities received under the agreement: name of each vessel, the date of arrival, the port of arrival, the commodity and quantity received, the condition in which received, the date unloading was completed, and the disposition of the cargo, i.e., stored, distributed locally, or, if shipped, where shipped. In addition, the Government of the Republic of the Sudan agrees to furnish quarterly: (a) a statement of measures it has taken to prevent the resale or transshipment of commodities furnished, (b) assurances that the program has not resulted in increased availability of the same or like commodities to other nations and (c) a statement by the Government showing progress made toward fulfilling commitments on usual marketings.

   The Government of the Republic of the Sudan further agrees that the above statements will be accompanied by statistical data on imports and exports by country of origin or destination of commodities which are the same as or like those imported under the agreement.

I shall appreciate receiving your Excellency's confirmation of the above understanding.

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

MOHAMMED IBRAHIM KHALIL

His Excellency
WILLIAM H. WEATHERSBY
Ambassador of The United States of America,
Khartoum.

VIET-NAM

Agricultural Commodities

Agreement amending the agreement of March 21, 1966, as amended.
Effected by exchange of notes
Signed at Saigon April 14, 1966;
Entered into force April 14, 1966.

The American AID Director to the Vietnamese Minister of Foreign Affairs

EMBASSY OF THE
UNITED STATES OF AMERICA
Saigon, April 14, 1966.

No. 234

EXCELLENCY:

I have the honor to refer to the Agricultural Commodities Agreement between our two Governments signed on March 21, 1966[1] and to propose that:

1. The Agreement be further amended by substituting the following for the commodity table in Paragraph 1 of Article I:

COMMODITY	EXPORT MARKET VALUE (MILLIONS)
RICE	$41.13
WHEAT FLOUR	4.81
TOBACCO	7.87
SWEETENED CONDENSED MILK	15.40
EVAPORATED MILK	.10
DRY WHOLE MILK	.23
NONFAT DRY MILK	.46
COTTON	12.21
TOTAL	$82.21

2. The Notes exchanged on March 21, 1966,[1] relating to the Agreement to be further amended by substituting "$1,644,200" for "$1,370,000" and "$800,000" for "$650,000" in numbered Paragraph 1.

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[1] TIAS 5968, 5981; *ante*, pp. 129, 341; *and* TIAS 6062, 6145; *post*, pp. 1042, 2055; also see TIAS 6177; *post*, pt. 2.

If the foregoing is acceptable to Your Excellency's Government, I have the honor to propose that this Note and your reply concurring therein shall constitute an agreement between our two Governments to enter into force on the date of your reply.

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

CHARLES A. MANN

His Excellency
TRAN VAN DO
Minister of Foreign Affairs
Saigon

The Vietnamese Minister of Foreign Affairs to the American Ambassador

RÉPUBLIQUE DU VIÊTNAM

MINISTÈRE DES AFFAIRES ÉTRANGÈRES

No. 1782/TTK/EF/NC

SAIGON, *April 14, 1966*

EXCELLENCY,

I have the honour to acknowledge receipt of your note No. 234 dated April 14, 1966 reading as follows:

"I have the honor to refer to the Agricultural Commodities Agreement between our two Governments signed on March 21, 1966 and to propose that:

1. The Agreement be further amended by substituting the following for the commodity table in Paragraph 1 of Article I:

COMMODITY	EXPORT MARKET VALUE (MILLIONS)
RICE	$41.13
WHEAT FLOUR	4.81
TOBACCO	7.87
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EVAPORATED MILK	.10
DRY WHOLE MILK	.23
NONFAT DRY MILK	.46
COTTON	12.21
TOTAL	$82.21

2. The Notes exchanged on March 21, 1966, relating to the Agreement to be further amended by substituting "$1,644,200" for "$1,370,000" and "$800,000" for "$650,000" in numbered Paragraph 1.

If the foregoing is acceptable to Your Excellency's Government, I have the honor to propose that this Note and your reply concurring therein shall constitute an agreement between our two Governments to enter into force on the date of your reply."

I further have the honour to confirm to Your Excellency that the Government of the Republic of Viet-Nam accepts the above proposed amendments and that your Note and this reply shall constitute an agreement between our two Governments, to enter into force on the date of April 14, 1966.

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

Dr. TRẦN VĂN ĐỖ
Minister of Foreign Affairs

His Excellency
Mr. HENRY CABOT LODGE
Ambassador Extraordinary
and Plenipotentiary of the
United States of America
Saigon

REPUBLIC OF CHINA

Trade in Cotton Textiles

Agreement amending the agreement of October 19, 1963, as amended.
Effected by exchange of notes
Signed at Washington April 22, 1966;
Entered into force April 22, 1966;
Operative October 1, 1965.

The Assistant Secretary of State for Economic Affairs to the Chinese Ambassador

DEPARTMENT OF STATE
WASHINGTON
April 22, 1966

EXCELLENCY:

I have the honor to refer to the recent discussions held in Washington, D. C. between representatives of our two governments concerning the cotton textile agreement between our two governments effected by exchange of notes at Taipei on October 19, 1963, as amended.[1] In accordance with these discussions, the Government of the United States of America understands that the agreement, as amended, shall, insofar as concerns the third and fourth agreement years, be revised retroactively to October 1, 1965, to read as follows:

(1) The Government of the Republic of China shall limit its exports to the United States in all categories of cotton textiles for the third agreement year beginning October 1, 1965 to an aggregate limit of 58,432,500 square yards equivalent.

(2) Within this overall ceiling, the following group ceilings shall apply for the third agreement year:

(a)	Apparel categories (Categories 39–63)	21,719,250 syds.
(b)	All other categories (Categories 1–38 and 64)	36,713,250 syds.

(3) Within the applicable group ceilings the following specific ceilings shall apply for the third agreement year.

[1] TIAS 5482, 5549, 5754, 5820; 14 UST 1741; 15 UST 263; 16 UST 39, 835.

(a) Apparel categories

Categories 41–42	85, 664 doz.
Category 44	16, 538 doz.
" 45	9, 923 doz.
" 46	248, 063 doz.
" 47	27, 563 doz.
" 50	134, 505 doz.
" 51	216, 090 doz.
" 52	137, 813 doz.
" 53	11, 025 doz.
" 54	23, 153 doz.
" 57	110, 250 doz.
" 59	27, 563 doz.
" 60	20, 837 doz.
" 62	25, 900 lbs.
" 63	137, 813 lbs.

(b) All other categories

Category 5	994, 510 syds*
" 6	630, 000 syds
" 9	18, 742, 500 syds
" 15	551, 250 syds
" 18&19	1, 033, 594 syds
" 22&23	2, 050, 000 syds
" 24&25	2, 000, 000 syds
" 26	3, 373, 650 of which not more than 2, 000, 000 syds shall be in duck
" 28	937, 125 pcs
" 30	1, 653, 750 pcs
" 32	246, 500 doz.
" 34	111, 750 pcs
" 35	74, 350 pcs
" 64	130, 400 lbs.

*Except that exports in Category 5 may amount to 75 percent of the total amounts permitted to be exported in Categories 5 and 6 provided the total exports in these two categories do not exceed the total limits provided for these two categories.

(4) During the third and fourth agreement years and within the applicable group ceilings, the specific ceilings specified in paragraph 3, other than those for duck and for categories 5, 6, 45, 46, 50, 51, 52, 53, 54, and 60, may be exceeded by not more than 5 percent.

(5) Within the group ceilings for each group the square yard equivalent of any shortfalls occurring in exports in the categories given specific ceilings may be used in any category not given a specific

ceiling. In the event the Government of the Republic of China desires to export during the third agreement year more than 385,875 square yards equivalent in any category not given a specific ceiling, it shall request consultations with the Government of the United States on this question. The United States Government shall agree to enter into such consultations and, during the course thereof, shall provide the Government of the Republic of China with information on the condition of the United States market in the category in question. Until agreement is reached, the Government of the Republic of China shall limit its exports in the category in question during the third agreement year at an annual level not in excess of 385,875 square yards equivalent.

(6) The limitations on exports established in paragraphs 1, 2, 3, 5 and 8 shall, for the fourth agreement year, be increased by five percent over the corresponding limitations for the preceding year.

(7) During the third and fourth agreement years, annual exports from the Republic of China to the United States shall be spaced as evenly as practicable, taking into account seasonal factors.

(8) The Government of the Republic of China shall limit its exports of items made of corduroy in categories 46, 50 and 51, to a total annual ceiling of no more than 4,410,000 square yards for the third agreement year. In the event concentration in exports from the Republic of China to the United States of America of items of apparel made up of corduroy in categories other than 46, 50 and 51 or items of apparel made up of other cotton fabrics causes or threatens to cause market disruption in the United States, the Government of the United States may call for consultations with the Government of the Republic of China in order to reach a mutually satisfactory solution to the problem. The Government of the Republic of China shall agree to enter into such consultation and, during the course thereof, the Government of the Republic of China shall limit its exports of the items in question at an annual level of 105 percent of its exports during the twelve-month period immediately preceding the month in which consultations are requested.

(9) Each Government agrees to supply promptly any available statistical data requested by the other Government. In particular, the Governments agree to exchange monthly data on exports and imports of cotton textiles from the Republic of China to the United States. In the implementation of this agreement, the system of categories and the factors for conversion into square yard equivalents set forth in the annex to the agreement of October 19, 1963, shall apply.

(10) During the term of this agreement, the United States Government shall not invoke the procedures of Article 3 of the Long-Term Arrangement Regarding International Trade in Cotton Textiles done at Geneva on February 9, 1962[1] to limit importation of cotton textiles from the Republic of China into the United States.

[1] TIAS 5240; 13 UST 2675.

62-803 O-67—34

(11) The Governments agree to consult on any question arising in the implementation of this agreement. In particular, in the event that, because of a return to normalcy of market conditions in the United States, the Government of the United States relaxes measures it has taken under the Long-Term Arrangements for any of the categories, consultation may be requested by the Government of the Republic of China to remove or modify ceilings established for such categories by this agreement.

(12) If the Government of the Republic of China considers that as a result of limits and ceilings specified in this agreement the Republic of China is being placed in an inequitable position vis-a-vis a third country, the Government of the Republic of China may request consultations with the United States Government with a view to taking appropriate remedial action such as a reasonable modification of this agreement.

(13) The various adjustments to the export limitations agreed to in the agreement of October 19, 1963 and subsequent amendments together with the adjustments agreed to as a result of the overshipment of certain cotton textiles during the second agreement year based on statistics available as of January 14, 1966, are combined as follows:

(a) The export limitations specified in paragraphs 1, 2, 3, and 6 as may be modified pursuant to paragraph 4 shall be reduced as follows:

	3rd Agreement Year	4th Agreement Year
5 (syds)	431, 716	59, 531
6 (syds)	630, 000	6, 935
9 (syds)	376, 596	322, 796
15 (syds)	11, 039	9, 462
18/19 (syds)	49, 683	32, 229
22/23 (syds)	31, 669	27, 146
26 (syds)	67, 785	58, 101
Duck (syds)	725, 189	NONE
41/42 (doz)	2, 800	1, 300
43 (doz)*	1, 400	700
45 (doz)	300	200
46 (doz)	44, 464	1, 200
50 (doz)	19, 006	500
51 (doz)	200	100
54 (doz)	1, 962	
60 (doz)	6, 395	1, 800
62 (lbs)	3, 900	2, 900
63 (lbs)	11, 900	5, 900
64 (syds)**	91, 300	45, 700

*To be deducted from group ceiling for apparel

**To be deducted from group ceiling for "all other categories."

(b) During the third agreement year only, up to 100,000 lbs. of sweatshirts may be exported, within the applicable group ceiling, in excess of the applicable limitation for category 62.

(14) In addition to the adjustments indicated in paragraph 13, and based on the statistics available as of January 14, 1966, the Government of the United States of America charged against the levels of exports permitted under the agreement for the third agreement year the following quantities in the categories indicated:

Category	9	1,880,189 syds.
"	15	162,699 syds.
"	19	179 syds.
"	26 (excluding duck)	166,000 syds
"	41/42	1,368 doz.
"	43	6,138 doz.
"	44	66 doz.
"	49	1,911 doz.
"	55	3,473 doz.
"	62	772 lbs.
"	63	34,089 lbs.

These amounts are attributable to exports before October 1, 1965 which were in excess of the levels permitted for the second agreement year. When the control of trade is shifted to an export control basis exercised by the Government of the Republic of China, the Government of the Republic of China need not count these quantities as exports during the third agreement year.

(15) The details of shifting the implementation of this agreement to an export control basis, including the timing of such a shift, and any additional adjustments in the export limitations which may accompany this shift will be the subject of mutually satisfactory administrative adjustments.

(16) This agreement shall continue in force through September 30, 1967; provided that either Government may propose revisions in the terms of the agreement no later than 90 days prior to the beginning of a new agreement year; and provided further that either Government may terminate this agreement effective at the beginning of a new agreement year by written notice to the other Government given at least 90 days prior to the beginning of such new agreement year.

I shall appreciate receiving your Excellency's confirmation of the above understanding. This note and your Excellency's note of confirmation on behalf of the Government of the Republic of China shall constitute, insofar as concerns the third and fourth agreement years, a revision of the agreement between our two governments.

Accept, your Excellency, the renewed assurances of my highest considerations.

ANTHONY M. SOLOMON

His Excellency
CHOW SHU-KAI,
Chinese Ambassador.

DEPARTMENT OF STATE,
Washington,

The Chinese Ambassador to the Secretary of State

CHINESE EMBASSY
WASHINGTON
April 22, 1966

SIR:

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

"I have the honor to refer to the recent discussions held in Washington, D.C. between representatives of our two governments concerning the cotton textile agreement between our two governments effected by exchange of notes at Taipei on October 19, 1963, as amended. In accordance with these discussions, the Government of the United States of America understands that the agreement, as amended, shall, insofar as concerns the third and fourth agreement years, be revised retroactively to October 1, 1965, to read as follows:

(1) The Government of the Republic of China shall limit its exports to the United States in all categories of cotton textiles for the third agreement year beginning October 1, 1965 to an aggregate limit of 58,432,500 square yards equivalent.

(2) Within this overall ceiling, the following group ceilings shall apply for the third agreement year:

(a)	Apparel categories (Categories 39–63)	21,719,250 syds.
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" 47	27, 563 doz.
" 50	134, 505 doz.
" 51	216, 090 "
" 52	137, 813 "
" 53	11, 025 "
" 54	23, 153 "
" 57	110, 250 "
" 59	27, 563 "
" 60	20, 837 "
" 62	25, 900 lbs.
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(b) All other categories

Category 5	994, 510 syds*
" 6	630, 000 "
" 9	18, 742, 500 "
" 15	551, 250 "
" 18&19	1, 033, 594 "
" 22&23	2, 050, 000 "
" 24&25	2, 000, 000 "
" 26	3, 373, 650 of which not more than 2, 000, 000 syds shall be in duck
" 28	937, 125 pcs
" 30	1, 653, 750 "
" 32	246, 500 doz
" 34	111, 750 pcs
" 35	74, 350 "
" 64	130, 400 lbs.

*Except that exports in Category 5 may amount to 75 percent of the total amounts permitted to be exported in Categories 5 and 6 provided the total exports in these two categories do not exceed the total limits provided for these two categories.

(4) During the third and fourth agreement years and within the applicable group ceilings, the specific ceilings specified in paragraph 3, other than those for duck and for categories 5, 6, 45, 46, 50, 51, 52, 53, 54, and 60, may be exceeded by not more than 5 percent.

(5) Within the group ceilings for each group the square yard equivalent of any shortfalls occurring in exports in the categories given specific ceilings may be used in any category not given a specific ceiling. In the event the Government of the Republic of

China desires to export during the third agreement year more than 385,875 square yards equivalent in any category not given a specific ceiling, it shall request consultations with the Government of the United States on this question. The United States Government shall agree to enter into such consultations and, during the course thereof, shall provide the Government of the Republic of China with information on the condition of the United States market in the category in question. Until agreement is reached, the Government of the Republic of China shall limit its exports in the category in question during the third agreement year at an annual level not in excess of 385,875 square yards equivalent.

(6) The limitations on exports established in paragraphs 1, 2, 3, 5 and 8 shall, for the fourth agreement year, be increased by five percent over the corresponding limitations for the preceding year.

(7) During the third and fourth agreement years, annual exports from the Republic of China to the United States shall be spaced as evenly as practicable, taking into account seasonal factors.

(8) The Government of the Republic of China shall limit its exports of items made of corduroy in categories 46, 50 and 51, to a total annual ceiling of no more than 4,410,000 square yards for the third agreement year. In the event concentration in exports from the Republic of China to the United States of America of items of apparel made up of corduroy in categories other than 46, 50 and 51 or items of apparel made up of other cotton fabrics causes or threatens to cause market disruption in the United States, the Government of the United States may call for consultations with the Government of the Republic of China in order to reach a mutually satisfactory solution to the problem. The Government of the Republic of China shall agree to enter into such consultation and, during the course thereof, the Government of the Republic of China shall limit its exports of the items in question at an annual level of 105 percent of its exports during the twelve-month period immediately preceding the month in which consultations are requested.

(9) Each Government agrees to supply promptly any available statistical data requested by the other Government. In particular, the Governments agree to exchange monthly data on exports and imports of cotton textiles from the Republic of China to the United States. In the implementation of this agreement, the system of categories and the factors for conversion into square yard equivalents set forth in the annex to the agreement of October 19, 1963, shall apply.

(10) During the term of this agreement, the United States Government shall not invoke the procedures of Article 3 of the Long-Term Arrangements Regarding International Trade in Cotton Textiles done at Geneva on February 9, 1962 to limit importation of cotton textiles from the Republic of China into the United States.

(11) The Governments agree to consult on any question arising in the implementation of this agreement. In particular, in the event that, because of a return to normalcy of market conditions in the United States, the Government of the United States relaxes measures it has taken under the Long-Term Arrangements for any of the categories, consultation may be requested by the Government of the Republic of China to remove or modify ceilings established for such categories by this agreement.

(12) If the Government of the Republic of China considers that as a result of limits and ceilings specified in this agreement the Republic of China is being placed in an inequitable position vis-a-vis a third country, the Government of the Republic of China may request consultations with the United States Government with a view to taking appropriate remedial action such as a reasonable modification of this agreement.

(13) The various adjustments to the export limitations agreed to in the agreement of October 19, 1963 and subsequent amendments together with the adjustments agreed to as a result of the overshipment of certain cotton textiles during the second agreement year based on statistics available as of January 14, 1966, are combined as follows:

(a) The export limitations specified in paragraphs 1, 2, 3, and 6 as may be modified pursuant to paragraph 4 shall be reduced as follows:

	3rd Agreement Year	4th Agreement Year
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9 "	376, 596	322, 796
15 "	11, 039	9, 462
18/19	49, 683	32, 229
22/23	31, 669	27, 146
26 (syds)	67, 785	58, 101
Duck "	725, 189	———
41–42 (doz)	2, 800	1, 300
43 "*	1, 400	700
45 "	300	200
46 "	44, 464	1, 200
50 "	19, 006	500
51 "	200	100
54 "	1, 962	———
60 "	6, 395	1, 800
62 (lbs)	3, 900	2, 900
63 "	11, 900	5, 900
64 (syds)**	91, 300	45, 700

*To be deducted from group ceiling for apparel
**To be deducted from group ceiling for "all other categories."

(b) During the third agreement year only, up to 100,000 lbs. of sweatshirts may be exported, within the applicable group ceiling, in excess of the applicable limitation for category 62.

(14) In addition to the adjustments indicated in paragraph 13, and based on the statistics available as of January 14, 1966, the Government of the United States of America charged against the levels of exports permitted under the agreement for the third agreement year the following quantities in the categories indicated:

Category	9	1, 880, 189 syds
"	15	162, 699 "
"	19	179 "
"	26 (excluding duck)	166, 000 "
"	41-42	1, 368 doz.
"	43	6, 183 "
"	44	66 "
"	49	1, 911 "
"	55	3, 473 "
"	62	772 lbs.
"	63	34, 089 "

These amounts are attributable to exports before October 1, 1965 which were in excess of the levels permitted for the second agreement year. When the control of trade is shifted to an export control basis exercised by the Government of the Republic of China, the Government of the Republic of China need not count these quantities as exports during the third agreement year.

(15) The details of shifting the implementation of this agreement to an export control basis, including the timing of such a shift, and any additional adjustments in the export limitations which may accompany this shift will be the subject of mutually satisfactory administrative adjustments.

(16) This agreement shall continue in force through September 30, 1967; provided that either Government may propose revisions in the terms of the agreement no later than 90 days prior to the beginning of a new agreement year; and provided further that either Government may terminate this agreement effective at the beginning of a new agreement year by written notice to the other Government given at least 90 days prior to the beginning of such new agreement year.

I shall appreciate receiving your Excellency's confirmation of the above understanding. This note and your Excellency's note of confirmation on behalf of the Government of the Republic of China shall constitute, insofar as concerns the third and fourth agreement years, a revision of the agreement between our two governments."

In reply, I have the honor to state that the Government of the Republic of China concurs in the proposals quoted above and agrees that your note and the present reply shall be regarded as constituting an agreement between our two Governments on this matter.

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

CHOW SHU-KAI

Chow Shu-kai
Ambassador of China

The Honorable DEAN RUSK
Secretary of State
Department of State
Washington, D.C.

JAPAN

Mutual Defense Assistance: Cash Contribution by Japan

Arrangement relating to the agreement of March 8, 1954.
Effected by exchange of notes
Signed at Tokyo April 20, 1966.
Entered into force April 20, 1966.

て敬意を表します。

昭和四十一年四月二十日

日本国外務大臣

日本国駐在アメリカ合衆国特命全権大使

エドウィン・O・ライシャワー閣下

TIAS 5997

よつて、本大臣は、さらに、昭和四十一年四月一日から昭和四十二年三月三十一日までの日本国の会計年度において日本国政府が提供すべき金銭負担の額を、同年度に同政府が使用に供する金銭以外のものによる負担を考慮に入れて、三億三千百四十万円（三三一、四〇〇、〇〇〇円）をこえないものとすることを提案する光栄を有します。

貴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、日本国の昭和四十一会計年度において日本国政府が提供すべき金銭負担の額に関する両政府の間の取極を構成するものと認めることといたします。

本大臣は、以上を申し進めるに際し、ここに重ねて閣下に向かつ

The Japanese Minister of Foreign Affairs to the American Ambassador [1]

書簡をもつて啓上いたします。本大臣は、千九百五十四年三月八日に東京で署名された日本国とアメリカ合衆国との間の相互防衛援助協定に言及する光栄を有します。

同協定第七条2の規定は、日本国政府が、同協定の実施に関連するアメリカ合衆国政府の行政事務費及びこれに関連がある経費として、アメリカ合衆国政府に随時円資金を提供すべきことを定めています。

また、同協定附属書G3の規定は、日本国の毎会計年度において日本国政府が提供すべき金銭負担としての日本円の価額については、同政府が使用に供する金銭以外のものによる負担を考慮に入れた上、両政府の間で合意すべきことを定めています。

[1] For the English language text see *post*, p. 530.

The American Ambassador to the Japanese Minister of Foreign Affairs

No. 886 TOKYO, *April 20, 1966.*

EXCELLENCY:

I have the honor to refer to Your Excellency's Note of April 20, 1966, which reads in the English translation thereof as follows:

"I have the honor to refer to the Mutual Defense Assistance Agreement between Japan and the United States of America signed at Tokyo on March 8, 1954.[1]

"Article VII, paragraph 2 of this Agreement provides that the Government of Japan will make available, from time to time, to the Government of the United States of America funds in yen for the administrative and related expenses of the latter Government in connection with carrying out such Agreement.

"Paragraph 3 of Annex G of the said Agreement provides that in consideration of the contributions in kind to be made available by the Government of Japan, the amount of yen to be made available as a cash contribution by the Government of Japan for any Japanese fiscal year shall be as agreed upon between the two Governments.

"Accordingly, I have further the honor to propose that, in consideration of the contributions in kind to be made available by the Government of Japan during the Japanese fiscal year from April 1, 1966 to March 31, 1967, the amount of the cash contribution to be made available by the Government of Japan for such fiscal year shall not exceed three hundred thirty one million four hundred thousand yen (¥331,400,000).

"If the foregoing proposal is acceptable to your Government, this Note and Your Excellency's reply of acceptance shall be considered as constituting an arrangement between our two Governments on the amount of cash contribution to be made available by the Government of Japan for the Japanese fiscal year 1966."

I have further the honor to inform Your Excellency that the above proposal of the Government of Japan is acceptable to the Government of the United States of America and that Your Excellency's Note and this reply are considered as an arrangement between our two Governments on the amount of the cash contribution to be made available by the Government of Japan for the Japanese fiscal year 1966.

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

EDWIN O. REISCHAUER

His Excellency
ETSUSABURO SHIINA,
Minister of Foreign Affairs,
Tokyo.

[1] TIAS 2957, 5787; 5 UST 661; 16 UST 644.

COSTA RICA

Military Mission

Agreement amending and extending the agreement of December 10, 1945, as amended and extended.
Effected by exchange of notes
Signed at San José March 17 and 28, 1966;
Entered into force March 28, 1966;
Effective December 10, 1965.

The American Ambassador to the Costa Rican Minister of Foreign Relations

No. 181 SAN JOSÉ, *March 17, 1966.*

EXCELLENCY:

I have the honor to refer to the Military Mission Agreement between our two countries signed at Washington, D.C. on December 10, 1945 [1] as amended and extended [2] and to propose on behalf of the Government of the United States of America that the Agreement be extended for a period of five years effective December 10, 1965.

In proposing extension of the Agreement my Government requests that the Government of Costa Rica agree to minor, non-substantive changes in the terminology contained in the initial Agreement. It is the desire of my Government that the term "Military Group" be substituted for the term "Army Mission" in each instance where the latter appears in the text of the original Agreement. Similarly it is the desire of my Government that the term "Group" be substituted for the term "Mission" throughout the Agreement.

If the foregoing proposals are acceptable to Your Excellency's Government, the Government of the United States will consider this note, together with a favorable reply of the Government of Costa Rica thereto, as constituting an amendment and extension of the Military Mission Agreement between our two countries.

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[1] EAS 486; 59 Stat. 1682.

[2] TIAS 2079, 3109, 4595, 4795, 5348; 1 UST 445; 5 UST 2502; 11 UST 2227; 12 UST 901; 14 UST 503.

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

RAYMOND TELLES

His Excellency
MARIO GÓMEZ CALVO,
Minister of Foreign Relations,
San José.

The Costa Rican Minister of Foreign Relations to the American Ambassador

REPUBLICA DE COSTA RICA
MINISTERIO DE RELACIONES EXTERIORES Y CULTO

Dirección General de Asuntos
Exteriores

N° 48.856-AE- SAN JOSÉ, *28 de Marzo de 1966.*

EXCELENTÍSIMO SEÑOR:

Me es muy grato referirme a la Nota N° 181 de 17 de Marzo en curso de Vuestra Excelencia, referente al Acuerdo sobre la Misión Militar suscrito en Washington el 10 de Diciembre de 1945.

El Gobierno de Costa Rica no opone objeción a que el Acuerdo se extienda por un período de 5 años, a partir del 10 de Diciembre de 1965. Tampoco opone objeción a que el término "Military Group" sea sustituido por el término "Army Mission" y el término "Group" se sustituya por "Mission" a través de todo el Tratado.

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

MARIO GÓMEZ C

Mario Gómez Calvo
Ministro de Relaciones Exteriores

Excelentísimo Señor
RAYMOND TELLES
Embajador de los Estados Unidos
de América
Ciudad.-

Translation

REPUBLIC OF COSTA RICA
MINISTRY OF FOREIGN RELATIONS
AND WORSHIP

Division of Foreign Relations

No. 48.856-AE

SAN JOSÉ, *March 28, 1966*

EXCELLENCY:

I take pleasure in referring to Your Excellency's note No. 181 of March 17 last concerning the Military Mission Agreement signed at Washington on December 10, 1945.

The Government of Costa Rica has no objection to the extension of the Agreement for a period of five years, beginning December 10, 1965. Nor does it object to the substitution of the term "Military Group" for the term "Army Mission" and of the term "Group" for the term "Mission" throughout the treaty.

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

MARIO GÓMEZ C

Mario Gómez Calvo
Minister of Foreign Relations

His Excellency
RAYMOND TELLES,
Ambassador of the
United States of America,
City.

SINGAPORE

Investment Guaranties

Agreement effected by exchange of notes
Signed at Singapore March 25, 1966;
Entered into force March 25, 1966.

The American Consul in Charge to the Singapore Minister for Foreign Affairs

AMERICAN CONSULATE GENERAL,
No. 67 *Singapore, March 25, 1966.*

EXCELLENCY:

I have the honor to refer to discussions which have recently taken place between representatives of our two governments relating to investments in Singapore which further the development of the economic resources and productive capacities of Singapore and to guaranties of such investments by the Government of the United States of America. I also have the honor to confirm the following understandings reached as a result of those discussions:

1. When nationals of the Government of the United States of America (the Guaranteeing Government) propose to invest with the assistance of guaranties issued pursuant to this Agreement in a project or activity within the territorial jurisdiction of the Government of Singapore (the Host Government), the two Governments shall, upon the request of either one of them consult each other on the nature of the project or activity and its contribution to economic and social development in Singapore.

2. The procedures set forth in this Agreement shall apply only with respect to guaranteed investments in projects or activities approved by the Host Government.

3. If the Guaranteeing Government makes payment to any investor under a guaranty issued pursuant to the present Agreement, the Host Government shall, subject to the provisions of the following paragraph, recognize the transfer to the Guaranteeing Government of any currency, credits, assets, or investment on account of which payment under such guaranty is made as well as the succession of the Guaranteeing Government to any right, title, claim, privilege, or cause of action existing, or which may arise, in connection therewith.

4. To the extent that the laws of the Host Government partially or wholly invalidate the acquisition of any interests in any property within its national territory by the Guaranteeing Government, the Host Government shall permit such investor and the Guaranteeing Government to make appropriate arrangements pursuant to which such interests are transferred to an entity permitted to own such interests under the laws of the Host Government. The Guaranteeing Government shall assert no greater rights than those of the transferring investor under the laws of the Host Government with respect to any interests transferred or succeeded to as contemplated in paragraph 3. The Guaranteeing Government does, however, reserve its rights to assert a claim in its sovereign capacity in the eventuality of a denial of justice or other question of state responsibility as defined in international law.

5. Amounts in the lawful currency of the Host Government and credits thereof acquired by the Guaranteeing Government under such guaranties shall be accorded treatment neither less nor more favorable than that accorded to funds of nationals of the Guaranteeing Government derived from investment activities like those in which the investor has been engaged, and such amounts and credits shall be freely available to the Guaranteeing Government to meet its expenditures in the national territory of the Host Government.

6. (a) Differences between the two Governments concerning the interpretation of the provisions of this Agreement shall be settled, insofar as possible, through negotiations between the two Governments. If such a difference cannot be resolved within a period of three months following the request for such negotiations, it shall be submitted, at the request of either Government, to an ad hoc arbitral tribunal for settlement in accordance with the applicable principles and rules of public international law. The arbitral tribunal shall be established as follows: Each Government shall appoint one arbitrator; these two arbitrators shall designate a President by common agreement who shall be a citizen of a third State and be appointed by the two Governments. The arbitrators shall be appointed within two months and the President within three months of the date of receipt of either Government's request for arbitration. If the foregoing time limits are not met, either Government may, in the absence of any other agreement, request the President of the International Court of Justice to make the necessary appointment or appointments, and both Governments agree to accept such appointment or appointments. The arbitral tribunal shall decide by majority vote. Its decision shall be binding. Each of the Governments shall pay the expense of its member and its representation in the proceedings before the arbitral tribunal; the expenses of the President and the other costs shall be paid in equal parts by the two Governments. The arbitral tribunal may adopt other regulations concerning the costs. In all other matters, the arbitral tribunal shall regulate its own procedures.

(b) Any claim, arising out of investments guaranteed in accordance with this Agreement, against either of the two Governments, which, in the opinion of the other, presents a question of public international law shall, at the request of the Government presenting the claim, be submitted to negotiations. If at the end of three months following the request for negotiations the two Governments have not resolved the claim by mutual agreement, the claim, including the question of whether it presents a question of public international law, shall be submitted for settlement to an arbitral tribunal selected in accordance with paragraph (a) above. The arbitral tribunal shall base its decision exclusively on the applicable principles and rules of public international law. Only the respective Governments may request the arbitral procedure and participate in it.

7. This Agreement shall continue in force until six months from the date of receipt of a note by which one Government informs the other of an intent no longer to be a party to the Agreement. In such event, the provisions of the Agreement with respect to guaranties issued while the Agreement was in force shall remain in force for the duration of those guaranties, in no case longer than twenty years, after the denunciation of the agreement.

8. The provisions of the present Agreement shall apply to all investment guaranties issued prior to the coming into force of the present Agreement in respect of projects in Singapore approved by either the Government of Malaysia or the Government of Singapore under the Agreement between the United States of America and Malaya of 1959, as amended.[1]

Upon receipt of a Note from Your Excellency indicating that the foregoing provisions are acceptable to the Government of Singapore, the Government of the United States of America will consider that this Note and your reply thereto constitute an Agreement between our two Governments on this subject, which shall enter into force immediately.

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

RICHARD H. DONALD

His Excellency,
S. RAJARATNAM,
Minister for Foreign Affairs,
Singapore.

[1] TIAS 4214, 5850; 10 UST 776; 16 UST 1086.

The Singapore Minister for Foreign Affairs to the American Consul in Charge

MINISTER FOR FOREIGN AFFAIRS,
SINGAPORE.
25th March, 1966

MFA. 390 : 261/7/17

THE CONSUL-IN-CHARGE,
Consulate-General of the United States of America,
30 Hill Street,
Singapore 6.

SIR,

I have the honour to acknowledge receipt of your letter dated 25th March, 1966, which reads as follows:

"I have the honour to refer to discussions which have recently taken place between representatives of our two governments relating to investments in Singapore which further the development of the economic resources and productive capacities of Singapore and to guaranties of such investments by the Government of the United States of America. I also have the honor to confirm the following understandings reached as a result of those discussions.

1. When nationals of the Government of the United States of America (the Guaranteeing Government) propose to invest with the assistance of guaranties issued pursuant to this Agreement in a project or activity within the territorial jurisdiction of the Government of Singapore (the Host Government), the two Governments shall upon the request of either one of them consult each other on the nature of the project or activity and its contribution to economic and social development in Singapore.

2. The procedures set forth in this Agreement shall apply only with respect to guaranteed investments in projects or activities approved by the Host Government.

3. If the Guaranteeing Government makes payment to any investor under a guaranty issued pursuant to the present Agreement, the Host Government shall, subject to the provisions of the following paragraph, recognize the transfer to the Guaranteeing Government of any currency, credits, assets, or investment on account of which payment under such guaranty is made as well as the succession of the Guaranteeing Government to any right, title, claim, privilege, or cause of action existing, or which may arise, in connection therewith.

4. To the extent that the laws of the Host Government partially or wholly invalidate the acquisition of any interests in any property within its national territory by the Guaranteeing Government, the Host Government shall permit such investor and the Guaranteeing Government to make appropriate arrangements pursuant to which

such interests are transferred to an entity permitted to own such interests under the laws of the Host Government. The Guaranteeing Government shall assert no greater rights than those of the tranferring investor under the laws of the Host Government with respect to any interests transferred or succeeded to as contemplated in paragraph 3. The Guaranteeing Government does, however, reserve its rights to assert a claim in its sovereign capacity in the eventuality of a denial of justice or other question of state responsibility as defined in international law.

5. Amounts in the lawful currency of the Host Government and credits thereof acquired by the Guaranteeing Government under such guaranties shall be accorded treatment neither less nor more favourable than that accorded to funds of nationals of the Guaranteeing Government derived from investment activities like those in which the investor has been engaged, and such amounts and credits shall be freely available to the Guaranteeing Government to meet its expenditures in the national territory of the Host Government.

6. (a) Differences between the two Governments concerning the interpretation of the provisions of this Agreement shall be settled, insofar as possible, through negotiations between the two Governments. If such a difference cannot be resolved within a period of three months following the request for such negotiations, it shall be submitted, at the request of either Government, to an ad hoc arbitral tribunal for settlement in accordance with the applicable principles and rules of public international law. The arbitral tribunal shall be established as follows: Each Government shall appoint one arbitrator; these two arbitrators shall designate a President by common agreement who shall be a citizen of a third State and be appointed by the two Governments. The arbitrators shall be appointed within two months and the President within three months of the date of receipt of either Government's request for arbitration. If the foregoing time limits are not met, either Government may, in the absence of any other agreement, request the President of the International Court of Justice to make the necessary appointment or appointments, and both Governments agree to accept such appointment or appointments. The arbitral tribunal shall decide by majority vote. Its decision shall be binding. Each of the Governments shall pay the expense of its member and its representation in the proceedings before the arbitral tribunal; the expenses of the President and the other costs shall be paid in equal parts by the two Governments. The arbitral tribunal may adopt other regulations concerning the costs. In all other matters, the arbitral tribunal shall regulate its own procedures.

(b) Any claim, arising out of investments guaranteed in accordance with this Agreement, against either of the two Governments, which, in the opinion of the other, presents a question of public international law shall, at the request of the Government

presenting the claim, be submitted to negotiations. If at the end of three months following the request for negotiations the two Governments have not resolved the claim by mutual agreement, the claim, including the question of whether it presents a question of public international law, shall be submitted for settlement to an arbitral tribunal selected in accordance with paragraph (a) above. The arbitral tribunal shall base its decision exclusively on the applicable principles and rules of public international law. Only the respective Governments may request the arbitral procedure and participate in it.

7. This Agreement shall continue in force until six months from the date of receipt of a note by which one Government informs the other of an intent no longer to be a party to the Agreement. In such event, the provisions of the Agreement with respect to guaranties issued while the Agreement was in force shall remain in force for the duration of those guaranties, in no case longer than twenty years, after the denunciation of the agreement.

8. The provisions of the present Agreement shall apply to all investment guaranties issued prior to the coming into force of the present Agreement in respect of projects in Singapore approved by either the Government of Malaysia or the Government of Singapore under the Agreement between the United States of America and Malaya of 1959, as amended.

Upon receipt of a Note from Your Excellency indicating that the foregoing provisions are acceptable to the Government of Singapore, the Government of the United States of America will consider that this Note and your reply thereto constitute an Agreement between our two Governments on this subject, which shall enter into force immediately."

2. I have the honour to inform you that the Government of Singapore confirms the understandings as set out in your letter and will regard that letter and this reply as constituting an Agreement between the Governments of the Republic of Singapore and the United States of America, the Agreement to enter into force on the date of this reply.

Accept, Sir, the assurances of my highest consideration.

S. RAJARATNAM
(S. Rajaratnam)

SPAIN

Loan of Additional Vessel

Agreement effected by exchange of notes
Signed at Madrid April 21, 1966;
Entered into force April 21, 1966.

The American Ambassador to the Spanish Minister of Foreign Affairs

No. 899 MADRID, *April 21, 1966*

EXCELLENCY:

I have the honor to refer to the Agreement between our two governments effected by an exchange of notes signed on June 23, 1959,[1] which provides for the loan of naval vessels by the Government of the United States to the Government of Spain.

I have been authorized to inform you that the Government of the United States is now prepared to lend one additional vessel, in the class of helicopter carrier, to the Government of Spain.

I further have the honor to propose that the terms and conditions of the Agreement effected by an exchange of notes signed on June 23, 1959 shall apply to this vessel loan, and in addition that the following special provisions shall apply to this vessel only:

(1) The Government of Spain agrees to pay the Government of the United States the cost of rehabilitating and outfitting the vessel and to pay the fair value and installation costs of any equipment or material which is placed on board at the request of the Government of Spain. Such payments shall be in accordance with the Foreign Assistance Act of 1961, as amended, acts amendatory and supplementary thereto, and appropriation acts thereunder. If the vessel is returned to the Government of the United States at its request prior to the expiration of the initial five-year period, the Government of the United States will consult with the Government of Spain with respect to such compensation on a pro rata basis to the Government of Spain for rehabilitation or outfitting costs or any additional material or altered fittings placed on board under this paragraph as may be authorized by the laws of the United States in effect at that time.

(2) Detailed arrangements may be made from time to time between authorized representatives of our two governments, or their agencies,

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[1] TIAS 4262, 4582, 5758; 10 UST 1245; 11 UST 2167; 16 UST 50.

for the purpose of implementing the foregoing provisions and the undertakings of our two governments hereunder.

If these proposals are acceptable to Your Excellency's government, I have the honor to propose further that this note and Your Excellency's reply concurring therein shall constitute an agreement which shall enter into force on the date of your reply.

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

ANGIER BIDDLE DUKE

His Excellency
FERNANDO MARIA CASTIELLA Y MAIZ,
Minister of Foreign Affairs,
Madrid.

The Spanish Minister of Foreign Affairs to the American Ambassador

MINISTERIO DE ASUNTOS EXTERIORES

NÚM. 170 MADRID, *21 de Abril de 1966.*

EXCMO. SEÑOR:

Tengo a honra acusar recibo a su Nota número 899, de fecha de hoy, que, traducida, dice así:

"Excelencia: Tengo el honor de referirme al Acuerdo entre nuestros dos Gobiernos efectuado por Canje de Notas de 23 de Junio de 1959, que se refiere al préstamo de buques de guerra por el Gobierno de los Estados Unidos al Gobierno español.

He sido autorizado para informarle que el Gobierno de los Estados Unidos se encuentra dispuesto a prestar un buque adicional, de tipo portahelicópteros, al Gobierno español.

Tengo asimismo el honor de proponer que los términos y condiciones del Acuerdo efectuado por Canje de Notas de 23 de Junio de 1959 se apliquen a este préstamo de buque y que, además, se apliquen sólo a este buque las siguientes normas especiales:

(1) El Gobierno español acuerda pagar al Gobierno de Estados Unidos los gastos de acondicionamiento y equipado del buque y pagar el justo precio y los gastos de instalación de cualquier equipo o material que se instale a bordo a petición del Gobierno español. Dichos pagos estarán de acuerdo con la Ley de Ayuda Exterior de 1961, enmendada, con las leyes adicionales y suplementarias a la misma, y con las correspondientes leyes de asignación de fondos. Si el buque es devuelto al Gobierno de los Estados Unidos, a petición propia, antes de la expiración del periodo inicial de cinco años, el Gobierno de los Estados Unidos celebrará consultas con el Gobierno español respecto a la compensación que, tal como pueda estar autori-

zada por las leyes de los Estados Unidos vigentes en aquel momento, haya de satisfacer al Gobierno español, a base proporcional, por los gastos de acondicionamiento y equipado o los de material adicional o equipo distinto instalado a bordo de conformidad con lo que se establece en este párrafo.

(2) De vez en cuando podrán efectuarse arreglos detallados entre representantes autorizados de nuestros dos Gobiernos, o de sus organismos, a fin de desarrollar las normas que anteceden y las actividades, con arreglo a las mismas, de nuestros dos Gobiernos.

Si estas propuestas son aceptables para el Gobierno de V.E., tengo también el honor de proponer que esta Nota y la respuesta de V.E. mostrando su conformidad constituyan un acuerdo que entrará en vigor en la fecha de su respuesta."

Tengo a honra manifestar a V.E. la conformidad del Gobierno español con el texto que antecede.

Aprovecho esta oportunidad, Sr. Embajador, para reiterar a V.E. las seguridades de mi más alta consideración.

FERNANDO CASTIELLA

Excmo. Señor ANGIER BIDDLE DUKE.
Embajador de los Estados Unidos de América
Madrid.

Translation

MINISTRY OF FOREIGN AFFAIRS

No. 170 MADRID, *April 21, 1966*

EXCELLENCY:

I have the honor to acknowledge receipt of your note No. 899 of this date, which in translation reads as follows:

[For the English language text see *ante*, p. 540.]

I have the honor to signify to Your Excellency the agreement of the Government of Spain to the foregoing text.

Accept, Mr. Ambassador, the renewed assurances of my highest consideration.

FERNANDO CASTIELLA

His Excellency
ANGIER BIDDLE DUKE,
Ambassador of the
United States of America,
Madrid.

LIBERIA

Agricultural Commodities: Sales Under Title IV

Agreement signed at Monrovia January 6, 1966;
Entered into force January 6, 1966.
With exchange of notes.

AGRICULTURAL COMMODITIES AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF THE REPUBLIC OF LIBERIA UNDER TITLE IV 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 Liberia:

Recognizing the desirability of expanding trade in agricultural commodities between their two countries in a manner which would utilize surplus agricultural commodities, including the products thereof, produced in the United States of America to assist economic development in Liberia;

Recognizing that such expanded trade should be carried on in a manner which would not displace cash marketings of the United States of America in those commodities or unduly disrupt world prices of agricultural commodities or normal patterns of commercial trade with friendly countries;

Recognizing further that by providing such commodities to Liberia under long-term supply and credit arrangements, the resources and manpower of Liberia can be utilized more effectively for economic development without jeopardizing meanwhile adequate supplies of agricultural commodities for domestic use;

Desiring to set forth the understandings which will govern the sales, as specified below, of commodities to Liberia pursuant to Title IV of the Agricultural Trade Development and Assistance Act,[1] as amended (hereinafter referred to as the "Act");

Have agreed as follows:

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[1] 73 Stat. 610; 7 U.S.C. §§ 1731-1736.

ARTICLE I

COMMODITY SALES PROVISIONS

1. Subject to issuance by the Government of the United States of America and acceptance by the Government of the Republic of Liberia of credit purchase authorizations and to the availability of commodities under the Act at the time of exportation, the Government of the United States of America undertakes to finance, during the period specified in the commodity table which appears below, or such longer periods as may be authorized by the Government of the United States of America, sales for United States dollars, to purchasers authorized by the Government of the Republic of Liberia of the following:

Commodity	Supply Period	Approximate Maximum Quantity	Maximum Export Market Value to be Financed
Rice	United States Fiscal Year 1966	5,000 metric tons	$783, 000
Ocean transportation (estimated)			60, 000
TOTAL			$843, 000

The total amount of financing provided in the credit purchase authorizations shall not exceed the above-specified export market value to be financed, except that additional financing for ocean transportation will be provided if the estimated amount for financing shipments required to be made in United States flag vessels proves to be insufficient. It is understood that the Government of the United States of America may limit the amount of financing provided in the credit purchase authorizations, as price declines or other marketing factors require, so that the quantities of commodities financed will not substantially exceed the approximate maximum quantities specified in the Agreement.

2. Applications for credit purchase authorizations will be made promptly after the effective date of this Agreement. Purchase authorizations will include provisions relating to the sale and delivery of the commodities and other relevant matters.

3. The financing, sale, and delivery of commodities hereunder may be terminated by either Government if that Government determines that because of changed conditions the continuation of such financing, sale, and delivery is unnecessary or undesirable.

ARTICLE II

CREDIT PROVISIONS

1. The Government of the Republic of Liberia will pay, or cause to be paid, in the United States dollars to the Government of the United

States of America for the commodities specified in Article I and related ocean transportation (except excess ocean transportation costs resulting from the requirement that United States flag vessels be used), the amount financed by the Government of the United States of America together with interest thereon.

2. The amount of the principal due for commodities delivered in each calendar year under this Agreement, including the applicable related ocean transportation costs, shall be made in 19 approximately equal annual payments, the first of which shall become due two years after the date of last delivery of commodities in such calendar year. Any payment may be made prior to the due date thereof.

3. Interest on the unpaid balance of the principal due the Government of the United States of America for commodities delivered in each calendar year shall begin on the date of the last delivery of commodities in such calendar year. Interest on the unpaid balance for deliveries in each calendar year shall be paid one year after the date of the last delivery in such calendar year and annually thereafter not later than the date on which the annual payment of principal becomes due. The interest shall be paid at the rate of 1 percent per annum during the period from the date of last delivery of commodities in such calendar year to the due date of the first annual payment of principal for deliveries in such calendar year and at 2½ percent per annum thereafter.

4. All payments shall be made in United States dollars and the Government of the Republic of Liberia shall deposit, or cause to be deposited, such payments in the United States Treasury for credit to the Commodity Credit Corporation unless another depository is agreed upon by the two Governments.

5. The two Governments will each establish appropriate procedures to facilitate the reconciliation of their respective records of the amounts financed with respect to the commodities delivered during each calendar year.

6. For the purpose of determining the date of last delivery of commodities for each calendar year, delivery shall be deemed to have occurred as of the on-board date shown in the ocean bill of lading which has been signed or initialed on behalf of the carrier.

ARTICLE III

GENERAL PROVISIONS

1. The Government of the Republic of Liberia will take all possible measures to prevent the resale or transshipment to other countries or the use for other than domestic consumption of the agricultural commodities purchased pursuant to this Agreement (unless such resale, transshipment or use is specifically approved by the Government of the United States of America); to prevent the export of any commodity of either domestic or foreign origin which is the same as or like the

commodities purchased pursuant to this Agreement during the period beginning on the date of this Agreement and ending on the final date on which said commodities are being received and utilized (except where such export is specifically approved by the Government of the United States of America); and to insure that the purchase of commodities pursuant to this Agreement does not result in increased availability of the same or like commodities to nations unfriendly to the United States of America.

2. The two Governments will take reasonable precautions to assure that sales and purchases of commodities pursuant to the Agreement will not displace usual marketings of the United States of America in these commodities or unduly disrupt world prices of agricultural commodities or normal patterns of commercial trade of countries friendly to the United States of America.

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 Liberia will furnish information quarterly on the progress of the program, particularly with respect to the arrival and condition of the commodities, provisions for the maintenance of usual marketings, and information relating to imports and exports of the same or like commodities.

Article IV

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 entered into pursuant to this Agreement.

Article V

ENTRY INTO FORCE

The 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 Monrovia in duplicate this sixth day of January 1966.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA	FOR THE GOVERNMENT OF THE REPUBLIC OF LIBERIA
Ben H. Brown, Jr.	J. Cooper
Ben H. Brown, Jr. *Ambassador*	John W. Cooper *Secretary of Agriculture*

TIAS 6001

The American Ambassador to the Liberian Secretary of Agriculture

MONROVIA, *January 6, 1966*

MR. SECRETARY:

I have the honor to refer to the Agricultural Commodities Agreement between the Government of the United States of America and the Government of the Republic of Liberia signed today, and to confirm my Government's understanding of the following:

1. In agreeing that the delivery of rice pursuant to the Agreement should not unduly disrupt world prices of agricultural commodities or normal patterns of commercial trade with friendly countries or displace cash marketings of the United States in rice, the Government of the Republic of Liberia agrees that during the United States Fiscal Year 1966 Liberia will import with its own resources from the United States of America at least 30,000 metric tons of rice on a milled rice basis. The above-mentioned quantity of rice is in addition to the quantity provided for in the Agreement.

2. Should the Government of the Republic of Liberia engage the services of a United States firm or individual as its agent to handle procurement of the commodity and/or ocean transportation under the Agreement, such agent must be approved by the United States Department of Agriculture. A copy of the written agreement between the agent and the Government of the Republic of Liberia must be submitted to the United States Department of Agriculture for approval prior to the issuance of applicable purchase authorizations.

3. With regard to paragraph 4 of Article III of the Agreement, the Government of the Republic of Liberia agrees to furnish at least quarterly the following information in connection with each shipment of commodities received under the Agreement: the name of each vessel, the date of arrival, the port of arrival, the commodities and quantities received, the condition in which received, the date unloading was completed, and the disposition of the cargo, i.e., stored, distributed locally or, if shipped, where shipped. In addition, the Government of the Republic of Liberia agrees to furnish at least quarterly: (a) a statement of measures it has taken to prevent resale or transshipment of commodities furnished, (b) assurance that the program has not resulted in increased availability of the same or like commodities for exportation to other nations, and (c) a statement showing progress toward fulfilling commitments on usual marketing requirements. The Government of the Republic of Liberia further agrees that the above official statements will be accompanied by available statistical data on imports and exports by country of origin or destination of commodities which are the same as or like those imported under the Agreement.

4. With regard to the use by the Government of the Republic of Liberia of the funds resulting from the sale in Liberia of the commodities financed under the Agreement, it is agreed that such funds

will be deposited in a special account in the name of the Government of the Republic of Liberia and will be used for purposes of economic and social development in a manner to be agreed upon by our two Governments prior to use. It is further agreed that any lending by the Government of the Republic of Liberia to private firms or non-governmental organizations for any purpose of funds resulting from the sale in Liberia of commodities financed under the Agreement shall be at interest rates approximately equivalent to those charged for comparable loans in Liberia.

5. The Government of the Republic of Liberia further agrees to furnish semi-annually during the period of indebtedness under the Agreement to the Government of the United States of America reports showing the total dollars available to the Government of the Republic of Liberia from the sale of the commodities and a list of the projects being undertaken, including information on the name, location, and status of completion of each project and the amount invested in it.

I shall appreciate receiving your confirmation of the above understanding.

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

BEN H. BROWN, JR.

The Honorable
JOHN W. COOPER,
The Secretary of Agriculture,
Republic of Liberia,
Monrovia, Liberia.

The Liberian Secretary of Agriculture to the American Ambassador

REPUBLIC OF LIBERIA
DEPARTMENT OF AGRICULTURE
MONROVIA

OFFICE OF THE SECRETARY

M/66/102 JANUARY 6, 1966

His Excellency BEN HILL BROWN
Ambassador Extraordinary & Plenipotentiary
Embassy of the United States of America
Mamba Point - Monrovia

MR. AMBASSADOR:

I have the honor to acknowledge receipt of your Note of January 6, 1966, which reads as follows:

"I have the honor to refer to the Agricultural Commodities Agreement between the Government of the United States of America and

the Government of the Republic of Liberia signed today, and to confirm my Government's understanding of the following:

"1. In agreeing that the delivery of rice pursuant to the Agreement should not unduly disrupt world prices of agricultural commodities or normal patterns of commercial trade with friendly countries or displace cash marketings of the United States in rice, the Government of the Republic of Liberia agrees that during the United States Fiscal Year 1966 Liberia will import with its own resources from the United States of America at least 30,000 metric tons of rice on a milled rice basis. The above-mentioned quantity of rice is in addition to the quantity provided for in the Agreement.

"2. Should the Government of the Republic of Liberia engage the services of a United States firm or individual as its agent to handle procurement of the commodity and/or ocean transportation under the Agreement, such agent must be approved by the United States Department of Agriculture. A copy of the written agreement between the agent and the Government of the Republic of Liberia must be submitted to the United States Department of Agriculture for approval prior to the issuance of applicable purchase authorizations.

"3. With regard to paragraph 4 of Article III of the Agreement, the Government of the Republic of Liberia agrees to furnish at least quarterly the following information in connection with each shipment of commodities received under the Agreement: the name of the vessel, the date of arrival, the port of arrival, the commodities and quantities received, the condition in which received, the date unloading was completed, and the disposition of the cargo, i.e., stored, distributed locally or, if shipped, where shipped. In addition, the Government of the Republic of Liberia agrees to furnish at least quarterly: (a) a statement of measures it has taken to prevent resale or transshipment of commodities furnished, (b) assurance that the program has not resulted in increased availability of the same or like commodities for exportation to other nations, and (c) a statement showing progress toward fulfilling commitments on usual marketing requirements. The Government of the Republic of Liberia further agrees that the above official statements will be accompanied by available statistical data on imports and exports by country of origin or destination of commodities which are the same as or like those imported under the Agreement.

"4. With regard to the use by the Government of the Republic of Liberia of the funds resulting from the sale in Liberia of the commodities financed under the Agreement, it is agreed that such funds will be deposited in a special account in the name of the Government of the Republic of Liberia and will be used for purposes of economic and social development in a manner to be agreed upon by our two Governments prior to use. It is further agreed that any lending by the Government of the Republic of Liberia to private firms or nongovernmental organizations for any purpose of funds resulting from

the sale in Liberia of commodities financed under the Agreement shall be at interest rates approximately equivalent to those charged for comparable loans in Liberia.

"5. The Government of the Republic of Liberia further agrees to furnish semi-annually during the period of indebtedness under the Agreement to the Government of the United States of America reports showing the total dollars available to the Government of the Republic of Liberia from the sale of the commodities and a list of the projects being undertaken, including information on the name, location, and status of completion of each project and the amount invested in it."

The Liberian Government also accepts the proposal that your note and this reply shall constitute a supplementary agreement between the Government of the United States of America and the Liberian Government and that the Agreement enters into force on the date of this letter.

Please accept, Mr. Ambassador, the assurance of my high consideration and esteem.

Sincerely yours,

J. COOPER

John W. Cooper
Secretary of Agriculture

ALGERIA

Agricultural Commodities: Sales Under Title IV

Agreement signed at Algiers February 23, 1966;
Entered into force February 23, 1966.
With exchange of notes and related agreement.

AGRICULTURAL COMMODITIES AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF ALGERIA UNDER TITLE IV OF THE AGRICULTURAL TRADE DEVELOPMENT AND ASSISTANCE ACT, AS AMENDED

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

Recognizing the desirability of expanding trade in agricultural commodities between their two countries in a manner which would utilize surplus agricultural commodities, including the products thereof, produced in the United States of America to assist economic development in Algeria;

Recognizing that such expanded trade with friendly countries should be carried on in a manner which would not displace cash marketings of the United States of America in those commodities or unduly disrupt world prices of agricultural commodities or normal patterns of commercial trade;

Recognizing further that by providing such commodities to Algeria under long-term supply and credit arrangements, the resources and manpower of Algeria can be utilized more effectively for economic development without jeopardizing meanwhile adequate supplies of agricultural commodities for domestic use;

Desiring to set forth the understandings which will govern the sales, as specified below, of commodities to Algeria pursuant to Title IV of the Agricultural Trade Development and Assistance Act, [1] as amended (hereinafter referred to as the Act);

Have agreed as follows:

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[1] 73 Stat. 610; 7 U.S.C. §§ 1731–1736.

ARTICLE I

COMMODITY SALES PROVISIONS

1. Subject to issuance by the Government of the United States of America and acceptance by the Government of Algeria of credit purchase authorizations and to the availability of commodities under the Act at the time of exportation, the Government of the United States of America undertakes to finance, during the period specified below, or such longer periods as may be authorized by the Government of the United States of America, sales for United States dollars, to purchasers authorized by the Government of Algeria, of the following commodity:

Commodity	Supply Period	Approximate Maximum Quantity (Metric Tons)	Maximum Export Market Value to be Financed (1,000)
Wheat	U.S. Fiscal Year 1966	200, 000	$11, 620
Ocean Transportation (Estimated)			974
Total			$12, 594

The total amount of financing provided in the credit purchase authorizations shall not exceed the above-specified export market value to be financed, except that additional financing for ocean transportation will be provided if the estimated amount for financing shipments required to be made on United States flag vessels proves to be insufficient. It is understood that the Government of the United States of America may limit the amount of financing provided in the credit purchase authorizations, as price declines or other marketing factors may require, so that the quantities of commodities financed will not substantially exceed the above-specified approximate maximum quantities.

2. Applications for credit purchase authorizations will be made promptly after the effective date of this Agreement. Purchase authorizations will include provisions relating to the sale and delivery of the commodities and other relevant matters.

3. The financing, sale and delivery of commodities hereunder may be terminated by either Government if that Government determines that because of changed conditions the continuation of such financing, sale, and delivery is unnecessary or undesirable.

ARTICLE II

CREDIT PROVISIONS

1. The Government of Algeria will pay, or cause to be paid, in United States dollars to the Government of the United States of America for the commodities specified in Article I and related ocean transportation (except excess ocean transportation costs resulting from the requirement that United States flag vessels be used), the amount financed by the Government of the United States of America together with interest thereon.

2. The amount of the principal due for commodities delivered in each calendar year under this Agreement, including the applicable related ocean transportation costs, shall be made in 19 annual payments, the first of which shall become due on March 31 immediately following the calendar year of shipment. The first annual payment for deliveries in each calendar year shall be for 10 percent of the amount of the commodities and related ocean transportation costs financed in connection with such deliveries. Payment of the balance of amounts financed in connection with shipments in each calendar year shall be made in 18 approximately equal annual installments due on March 31 of successive calendar years. Any annual payment may be made prior to the due date thereof.

3. Interest on the unpaid balance of the principal due the Government of the United States of America for commodities delivered in each calendar year shall begin on the date of last delivery of commodities in such calendar year and be paid not later than the date on which the annual payment of principal becomes due. Interest shall be computed at the rate of 3½ percent per annum.

4. All payments shall be made in United States dollars and the Government of Algeria shall deposit, or cause to be deposited, such payments in the United States Treasury for credit to the Commodity Credit Corporation unless another depository is agreed upon by the two Governments.

5. The two Governments will each establish appropriate procedures to facilitate the reconciliation of their respective records of the amounts financed with respect to the commodities delivered during each calendar year.

6. For the purpose of determining the date of last delivery of commodities for each calendar year, delivery shall be deemed to have occurred as of the on-board date shown in the ocean bill of lading which has been signed or initialed on behalf of the carrier.

ARTICLE III

GENERAL PROVISIONS

1. The Government of Algeria will take all possible measures to prevent the resale or transshipment to other countries, or the use for other than domestic consumption of the agricultural commodities

purchased pursuant to this Agreement (unless such resale, transshipment or use is specifically approved by the Government of the United States of America); to prevent the export of any commodity of either domestic or foreign origin which is the same as or like the commodities purchased pursuant to this Agreement during the period beginning on the date of this Agreement and ending on the final date on which said commodities are being received and utilized (except where such export is specifically approved by the Government of the United States of America); and to ensure that the purchase of commodities pursuant to this Agreement does not result in increased availability of the same or like commodities to nations unfriendly to the United States of America.

2. The two Governments will take reasonable precautions to assure that sales and purchases of commodities pursuant to the Agreement will not displace usual marketings of the United States of America in these commodities or unduly disrupt world prices of agricultural commodities or normal patterns of commercial trade of countries friendly to the United States of America.

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 Algeria will furnish information quarterly on the progress of the program, particularly with respect to the arrival and condition of the commodities; provisions for the maintenance of usual marketings; and information relating to imports and exports of the same or like commodities.

ARTICLE IV

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 V

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 Algiers in duplicate this 23rd day of February, 1966.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA:	FOR THE GOVERNMENT OF ALGERIA:
JOHN D. JERNEGAN	L. YAKER

ACCORD SUR LA FOURNITURE DE CEREALES CONCLU ENTRE LE GOUVERNEMENT DES ETATS UNIS D AMERIQUE ET LE GOUVERNEMENT DE LA REPUBLIQUE ALGERIENNE DEMOCRATIQUE ET POPULAIRE EN VERTU DU TITRE IV DE LA LOI SUR LE DEVELOPPEMENT ET L ASSISTANCE LIES AU COMMERCE DES PRODUITS AGRICOLES TELLE QU ELLE A ETE MODIFIEE

Le Gouvernement des Etats Unis d'Amérique et

Le Gouvernement de la République Algérienne Démocratique et Populaire,

Reconnaissant qu'il est désirable de développer le commerce des produits agricoles entre leurs pays respectifs de sorte à utiliser les produits agricoles excédentaires ainsi que leurs sous-produits, en provenance des Etats-Unis, pour aider au développement économique de l'Algérie.

Reconnaissant qu'une telle expansion commerciale entre pays amis devrait s'effectuer d'une façon qui ne léserait pas les marchés habituels des Etats-Unis d'Amérique dans ces produits, et sans apporter de changements brusques aux prix de ces produits agricoles sur le marché mondial ou gêner les pratiques commerciales d'usage établies;

Reconnaissant également que la fourniture de tels produits en Algérie avec des facilités d'approvisionnement et de crédit à long terme, permettrait une utilisation plus efficace des ressources, et de la main d'oeuvre de l'Algérie vers un développement économique, sans compromettre l'approvisionnement des produits agricoles nécessaires à l'économie domestique;

Désirant préciser les conventions qui régiront les ventes, suivant les spécifications ci-dessous, des produits agricoles à l'Algérie en vertu du Titre IV de la Loi sur le développement et l'assistance liés au commerce des Produits agricoles, telle qu'elle a été modifiée (ci-après appelée la Loi):

Ont convenu de ce qui suit:

Article 1

Conditions de Vente des Produits.

1. Sous réserve d'émission par le Gouvernement des Etats-Unis d'Amérique et d'acceptation par le Gouvernement de la République Algérienne Démocratique et Populaire d'Autorisation d'Achat à crédit, et à condition que les produits soient disponibles au titre de la Loi lors de leur exportation, le Gouvernement des Etats-Unis s'engage à financer dans les délais spécifiés dans le tableau ci-après ou dans des délais supérieurs si autorisés par le Gouvernement des Etats-Unis, les ventes en dollars américains, en faveur d'acheteurs

autorisés par le Gouvernement algérien, pour l'achat du produit suivant:

Produits	Durée d'Approvisionnement	Quantité Maxima Approximative (en tonnes métriques)	Valeur maxima sur le Marché d'exportation (Milliers de dollars)
Blé	l'année fiscale 1966 (se terminant le 30 juin 1966)	200 000	$ 11 620
Transport (Est.)			974
Total			$ 12 594

Le total du financement fourni par les Autorisations d'Achat à Crédit ne dépassera pas la valeur marchande maxima à l'exportation telle qu'elle est spécifiée ci-dessus, sauf dans le cas où le financement prévu pour le transport maritime effectué par bateaux battant pavillon américain se révèlerait insuffisant; dans ces cas, un financement supplémentaire serait attribué. Il est entendu que s'il se produit une baisse des prix ou si d'autres éléments altérant le marché le rendent nécessaire, le Gouvernement des Etats-Unis pourrait limiter le montant total du financement prévu par les Autorisation d'Achat à Crédit afin que les achats ne dépassent pas excessivement les quantités maximas approximatives figurant au tableau ci-dessus.

2. Les demandes d'Autorisations d'Achat à Crédit devront être adressées immédiatement après la date d'entrée en vigueur de cet Accord. Les autorisations d'achat comprendront des clauses relatives à la vente et à la livraison des produits et autres dispositions qui s'y rapportent.

3. Il peut être mis fin au financement, à la vente et à la livraison des produits dans le cadre de cet accord, par l'un des deux Gouvernements si ce dernier détermine que par suite d'un changement intervenu dans les conditions la poursuite d'un tel financement, vente ou livraison n'est pas nécessaire ou désirable.

Article 2

Conditions de crédit.

1. Le Gouvernement de la République Algérienne Démocratique et Populaire s'engage à payer, ou à faire payer, en dollars américains, au Gouvernement des Etats-Unis d'Amérique, pour les produits spécifiés sous l'Article 1, et des frais de transport maritime y afférant (sauf pour les frais supplémentaires résultant du règlement nécessitant des navires battant pavillon américain), les montants financés par le Gouvernement américain, ainsi que les intérêts s'y rapportant.

2. Le principal dû pour les produits livrés sous cet accord pendant chaque année grégorienne, ainsi que les frais de transport maritime y afférant, seront payés en 19 versements annuels. Le premier paiement sera dû le 31 mars de l'année calendrière subséquente

à celle au cours de laquelle l'expédition a été effectuée. Ce paiement sera de 10% de la valeur des produits livrés pendant l'année calendrière précédente et du frêt maritime financé par le Gouvernement des Etats-Unis. Le reliquat des montants financés se rapportant aux expéditions faites pendant chaque année calendrière sera payé en 18 annuités sensiblement égales, dues le 31 mars de l'année calendrière successive. Toute annuité peut être payée avant son échéance.

3. Les intérêts sur le solde débiteur du principal dû au Gouvernement des Etats Unis pour les produits livrés pendant chaque année calendrière seront calculés au taux de 3½% l'an, et commenceront à la date de la dernière livraison pendant cette même année. Les intérêts sur chaque solde débiteur seront payés annuellement au plus tard à la date de l'échéance du paiement de l'annuité du principal dû.

4. Tous les paiements seront effectués en dollars américains, et le Gouvernement de la République Algérienne Démocratique et Populaire déposera ou fera déposer ces paiements au compte du Trésor des Etats Unis, pour être portés au crédit de la "Commodity Credit Corporation" à moins que les deux Gouvernements décident de désigner un autre dépositaire.

5. Les deux Gouvernements établiront des procédures appropriées facilitant la reconciliation de leurs comptes respectifs sur les montants financés pour les produits livrés pendant chaque année grégorienne.

6. Afin de déterminer la date de la dernière livraison des produits pour chaque année grégorienne, on supposera que la livraison aura eu lieu à la date de la mise à bord indiquée sur le Connaissement, signée ou visée pour le compte du transporteur.

Article 3

Dispositions Générales.

1. Le Gouvernement algérien prendra toutes les mesures possibles pour empêcher la revente, ou le transbordement vers d'autres pays, ou l'utilisation pour des besoins autres que la consommation domestique des produits agricoles achetés conformément à cet accord, (sauf si la revente, le transbordement ou l'utilisation sont spécifiquement approuvés par le Gouvernement des Etats Unis d'Amérique); pour empêcher l'exportation de tout produit d'origine locale ou étrangère qui est identique ou similaire aux produits achetés conformément à cet Accord durant la période commençant à la date de cet Accord et finissant à la dernière date à laquelle ces produits sont reçus et utilisés (sauf si une telle exportation est spécialement approuvée par le Gouvernement des Etats-Unis d'Amérique); et de s'assurer que l'achat des produits conformément à cet Accord ne résulte pas en une augmentation des disponibilités en produits identiques ou similaires dans les pays hostiles aux Etats Unis d'Amérique.

2. Les deux Gouvernements prendront des précautions raisonnables pour assurer que toutes les ventes et achats de produits agricoles en vertu de cet accord ne déplaceront pas les marchés

habituels des Etats Unis d'Amérique dans ces produits et n'occasionneront pas des changements excessifs dans les prix mondiaux des produits agricoles ni dans les courants commerciaux normaux intéressant des pays amis des Etats Unis d'Amérique.

3. En exécutant cet accord, les deux Gouvernements chercheront à assurer les conditions de commerce permettant aux commerçants de travailler effectivement et feront de leur mieux pour développer et augmenter une demande continue sur le marché des produits agricoles.

4. Le Gouvernement algérien fournira des renseignements trimestriels sur l'évolution du programme, en particulier en ce qui concerne l'arrivée et l'état des produits; les dispositions pour le maintien d'achats normaux; et des renseignements relatifs aux importations et exportations de produits identiques et similaires.

Article 4

Consultation

Les deux Gouvernements se consulteront sur demande de l'un d'eux, sur toute question relative à l'application de cet accord ou sur l'exécution des dispositions prises en vertu de cet accord.

Article 5

Entrée en vigueur.

Cet Accord entrera en vigueur dès qu'il sera signé.

EN FOI DE QUOI, les délégués respectifs, dûment autorisés à cet effet, ont signé le présent Accord.

FAIT A ALGER en double exemplaire ce 23 jour de février 1966.

POUR LE GOUVERNEMENT DE LA REPUBLIQUE ALGERIENNE DEMOCRATIQUE ET POPULAIRE	POUR LE GOUVERNEMENT DES ETATS UNIS D AMERIQUE
L. YAKER	JOHN D. JERNEGAN

The American Ambassador to the Algerian Director of Economic, Cultural and Social Affairs, Ministry of Foreign Affairs

ALGIERS, *February 23, 1966*

EXCELLENCY:

I have the honor to refer to the Agricultural Commodities Agreement between our two Governments signed today and to inform you of my Government's understanding of the following:

1. With regard to paragraph 4 of Article III of the Agreement, the Government of Algeria agrees to furnish the following information quarterly in connection with each shipment received of commodities financed under the agreement: the name of each vessel, the date of arrival, the port of arrival, the commodity and quantity received, the condition in which the commodity was received, the date unloading was completed, and the disposition of the cargo, i.e., stored, distributed locally or, if shipped, where shipped. In addition, the Government of Algeria agrees to furnish quarterly: (a) a statement of measures it has taken to prevent the reexport or transhipment of the commodities furnished, (b) assurances that the program has not resulted in the increased availability of the same or like commodities to other nations and (c) a statement showing progress made toward fulfilling commitments on usual marketings. The Government of Algeria agrees that the above statements will be accompanied by statistical data on imports and exports by country of origin or destination of commodities which are the same as or like those imported under the Agreement.

2. As agreed in conversations which have taken place between the representatives of our two Governments, the Government of Algeria will deposit in a special account in the name of the Government of Algeria an amount of Algerian Dinars equivalent to the dollar sales value of commodities and ocean transportation costs reimbursed or financed by the Government of the United States, (except excess costs resulting from the requirement that United States flag vessels be used) converted into Algerian Dinars as follows:

a. At a rate for dollar exchange applicable to commercial import transactions on the dates of dollar disbursement by the United States, provided that a unitary exchange rate applying to all foreign exchange transactions is maintained by the Government of Algeria, or,

b. If more than one legal rate for foreign exchange transactions exists, at a rate of exchange to be mutually agreed upon from time to time between the Government of the United States and the Government of Algeria.

Deposits by the Government of Algeria into the Special Account will be made monthly and will be equivalent to the amount of Algerian dinars accruing each month to the Government of Algeria as a result of commercialization of commodities made available under the

Agricultural Commodities Agreement. The final deposit of Algerian dinars into the Special Account will take place three months after the last arrival of commodities or at a mutually agreed date. These dinars will be used by the Government of Algeria for economic and social development programs as may be mutually agreed upon by the two governments.

3. Any Algerian dinars resulting from the sales in Algeria of the commodities financed under the agreement which are loaned by the Government of Algeria to private or non-governmental organizations shall be loaned at rates of interest approximately equivalent to those charged for comparable loans in Algeria.

4. The Government of Algeria agrees to furnish the Government of the United States of America upon request reports showing the total Algerian dinars available to the Government of Algeria from the sale of the commodities, a list of the projects being undertaken, and related information including the name, location, amount invested in each project and status of completion.

5. The Government of Algeria agrees with the Government of the United States of America that the delivery of commodities pursuant to the agreement should not unduly disrupt world prices of agricultural commodities or normal patterns of commercial trade with friendly nations. In expressing its agreement the Government of Algeria has or will have procured and imported with its own resources during the United States Fiscal Year 1966 at least 170,000 MTs of wheat and/or wheat flour in terms of grain equivalent from the United States of America or countries friendly to it in addition to the commodities to be purchased under the terms of this agreement.

6. If the delivery of commodities under the agreement has not been completed by June 30, 1966, the level of additional usual marketing requirements, export limitations, and offset purchases, if any, to apply during such additional supply period as may be granted by the Government of the United States shall be determined at the time of the Government of Algeria's request for an extension.

I shall appreciate receiving your Excellency's confirmation of the above understanding.

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

JOHN D. JERNEGAN

John D. Jernegan
Ambassador of the United States of America

TIAS 6002

The Algerian Director of Economic, Cultural and Social Affairs, Ministry of Foreign Affairs, to the American Ambassador

EXCELLENCE,

J'ai l'honneur d'accuser réception de votre lettre libellée comme suit:

"J'ai l'honneur de me référer à l'accord sur les produits agricoles, signé ce jour par nous-mêmes, représentant nos Gouvernements respectifs, et de vous informer des vues de mon Gouvernement sur ce qui suit.

"1. En ce qui concerne l'Alinéa 4 de l'article III de l'Accord, le Gouvernement algérien accepte de fournir trimestriellement les renseignements suivants concernant chaque expédition de produits reçus au titre de cet accord, sur les Produits Agricoles; le nom de chaque navire; la date d'arrivée; le produit et la quantité reçus; l'état des marchandises reçues; la date d'achèvement du déchargement, et la destination de la marchandise, c'est-à-dire, entreposée, distribuée localement ou si expédiée, à quelle destination. De plus, le Gouvernement algérien accepte de fournir trimestriellement: (a) une déclaration des mesures prises pour empêcher la revente ou le transbordement des produits fournis, (b) l'assurance que le programme n' a pas eu comme résultat une disponibilité plus grande de ces mêmes produits ou de produits similaires pour d'autres nations et (c) une déclaration du Gouvernement indiquant les progrès accomplis pour remplir les engagements d'achat normaux. Le Gouvernement algérien accepte, en outre, de faire accompagner ces états de données statistiques sur les importations et les exportations par pays d'origine ou de destination des produits qui sont les mêmes que, ou similaires, à ceux importés au titre de l'Accord.

"2. En accord avec les pourparlers qui ont été échangés entre les représentants de nos deux Gouvernements, le Gouvernement algérien déposera dans un compte spécial, au nom du Gouvernement algérien, une somme en dinars algériens, équivalente à la valeur en dollars du prix d'achat des produits et des frais de transport maritime, remboursée ou financée par le Gouvernement des Etats-Unis, (à l'exception des frais supplémentaires qui pourraient résulter de l'obligation de transporter les produits sur des bateaux battant pavillon américain), et qui seront convertis en dinars algériens de la façon suivante:

"a. A un taux d'échange du dollar applicable à des transactions d'importations commerciales au moment où les paiements en dollars effectués par le Gouvernement des Etats-Unis, à conditions que le taux d'échange unitaire s'appliquant à toutes les transactions d'échanges extérieurs, soit maintenu par le Gouvernement algérien, ou bien,

"b. S'il existe plus d'un taux légal de change pour les transactions d'échanges extérieurs, la conversion s'effectuera à un taux de change accepté, périodiquement, par le Gouvernement des Etats-Unis d'Amérique et le Gouvernement algérien.

"Des versements dans le compte spécial seront effectués mensuellement par le Gouvernement algérien et ils seront équivalents à la somme de dinars algériens que le Gouvernement algérien aura graduellement encaissée, chaque mois, grâce à la commercialisation des produits mis à sa disposition au titre de l'Accord sur les Produits Agricoles. Le dernier versement en dinars algériens dans le compte spécial devra être fait trois mois après le dernier arrivage de produits ou bien à une date acceptée réciproquement. Ces dinars seront utilisés par le Gouvernement algérien dans des programmes de développement économique et social acceptés d'un commun accord.

"3. Tout prêt pouvant être fait aux organisations privées ou non-gouvernementales avec des dinars algériens provenant des ventes en Algérie des produits financés en vertu de cet accord sera effectué à un taux d'intérêt approximativement égal à celui ayant cours en Algérie pour des prêts de ce genre.

"4. Le Gouvernement algérien accepte de fournir, sur la demande du Gouvernement des Etats-Unis d'Amérique, des indications relatives au montant total des dinars algériens obtenu par le Gouvernement algérien, grâce à la vente des produits, la liste des projets entrepris, et les renseignements s'y rapportant, y compris pour chaque projet, le nom, le lieu et le montant investi et l'état d'avancement des travaux.

"5. Le Gouvernement algérien est d'accord avec le Gouvernement des Etats-Unis d'Amérique que les livraisons de produits effectuées en vertu de cet accord ne devront pas occasionner de changements excessifs dans les prix mondiaux de produits agricoles ni altérer les relations commerciales entre nations amies. En exprimant son accord, le Gouvernement algérien aura importé ou importera avec ses propres ressources, soit des Etats-Unis d'Amérique ou de leurs pays amis, au moins 170 000 tonnes métriques de blé ou de farine de blé pendant l'année se terminant le 30 juin 1966, et ce en supplément des produits agricoles à acheter conformément à cet accord.

"6. Si les livraisons au titre de cet accord s'étendent à une période postérieure à celle se terminant le 30 juin 1966, le niveau des achats normaux supplémentaires, des restrictions imposées aux exportations ainsi que le niveau des importations requises, le cas échéant, au cours d'une plus longue période d'approvisionnement telle qu'elle pourrait être étendue par l'autorisation du Gouvernement des Etats-Unis, sera déterminée au moment où la demande d'extension de livraison sera faite par le Gouvernement algérien.

"Je serais très reconnaissant à Votre Excellence de vouloir me confirmer si ce qui précède reflète également les vues du Gouvernement algérien".

Je vous donne l'accord du Gouvernement de la République Algérienne Démocratique et Populaire sur le contenu de la présente lettre.

Veuillez agréer, Excellence, l'assurance de ma très haute considération.

ALGER, *le 23 février 1966*

L. YAKER

Layachi Yaker
Ministre Plénipotentiaire
Directeur des Affaires
Economiques, Culturelles et Sociales
au Ministère des Affaires Etrangères.

Translation

EXCELLENCY:

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

[For the English language text see *ante*, p. 559.]

I signify to you the agreement of the Government of the Democratic and Popular Republic of Algeria to the terms of this note.

Accept, Excellency, the assurance of my very high consideration.

ALGIERS, *February 23, 1966*

L. YAKER

Layachi Yaker
Minister Plenipotentiary
Director of Economic,
Cultural, and Social Affairs
in the Ministry of Foreign Affairs

AGREEMENT

between

THE DEMOCRATIC AND POPULAR REPUBLIC OF ALGERIA

and

THE GOVERNMENT OF THE UNITED STATES OF AMERICA

1. The Government of the United States of America is prepared to cooperate with the Government of the Democratic and Popular Republic of Algeria in a sale of 200,000 tons of wheat under Title IV, P.L. 480,[1] under the following terms:

a) Repayment to be in United States dollars over a 20-year period;

b) Interest to be at the rate of 3½ percent;

c) No payment to be made during the first year;

d) 10 percent of the total amount to be paid on March 1, 1967;

e) The balance to be paid in 18 equal installments;

f) The Algerian dinars accruing under this sale will be placed in a special account (according to the conditions stipulated in paragraph 2 of the note accompanying the agreement on the Title IV credit sale)[2] and will be allocated to projects of economic development by mutual agreement, under procedures to be developed;

g) It is the understanding of the Government of the United States that the Government of Algeria will not export any wheat during the period of deliveries and utilization under this agreement which is to end on June 30, 1966;

h) It is further understood that the Government of Algeria has or will have imported from commercial sources an additional 170,000 tons of wheat during United States fiscal year 1966. A formal agreement setting forth the foregoing terms has been signed today.[3]

2. To the extent commodities are available under Title III, P.L. 480,[4] the United States Government has agreed to support needy feeding programs in Algeria being administered by CARE. The level of support of this program has been set at 88,200 MTS of wheat and 4,900 tons of oil for the balance of the calendar year 1966. The two Governments agree on the desirability of progressively phasing down the needy program with the objective of completing shipments

[1] 73 Stat. 610; 7 U.S.C. §§ 1731–1736.
[2] *Ante*, p. 559.
[3] *Ante*, pp. 551, 560.
[4] 68 Stat. 458; 7 U.S.C. §§ 1427, 1431, 1692–1694.

by the end of 1968. The two Governments express the wish that the greatest possible number of persons now receiving food on a grant basis can be gradually transferred to the work programs described in paragraph 3 below.

3. The two Governments agree to cooperate in a food-for-work self-help program undertaken jointly by the Algerian Government and three United States voluntary agencies working in Algeria (CARE, CRS and CWS/CCSA).

The Government of Algeria will enter into a detailed operating agreement with these agencies regarding self-help activities, such an agreement to set forth the magnitude of the program envisaged, the project approval procedures to be followed, the Algerian Government's financial contribution and other matters of mutual interest. To carry out this program the United States Government has agreed to furnish under Title III up to 48,800 tons of wheat and 2,710 tons of oil during the balance of calendar year 1966. Delivery will be in several phases. The first 10,000 tons of wheat and 556 tons of oil will be delivered as early as possible after the operating agreement between the Ministry of Labor and Social Affairs and the agencies has been concluded. Subsequent shipments will be according to mutually-agreed schedules. The amount of American commodities to be made available for this program through December 1968 will be determined in future negotiations.

4. The United States Government is prepared to continue supplementing child feeding programs in Algeria under Title III, P. L. 480, at levels considered appropriate by the two Governments and by the administering voluntary agencies.

5. The two Governments have agreed to take all possible steps to assure an orderly flow of foodstuffs to the various programs, arrange for advances, borrowings and interprogram transfers as agreed to between the different Ministries, the AID Section of the United States Embassy and the United States Voluntary Agencies concerned.

6. To carry out paragraph 5 above, a committee composed of representatives of the appropriate GOA Ministries, voluntary agencies, and the AID Section will meet periodically to coordinate the food supply flow and advance planning for all programs.

7. In addition to the quantities of food to be furnished as shown above, the American Government, as contributor to the World Food Program, has made available to the Algerian Government 19,000 tons of wheat for the Constantine Reforestation program.

8. The two Governments agree to make the most effective use of technical training possibilities for Algerians in the United States. An overall program will be presented by the Foreign Affairs Ministry to the AID Section at the earliest date.

9. The two Governments have agreed to re-examine the content and modalities of the medical program.

10. The programs mentioned under paragraphs 2, 3 and 4 of this agreement will be carried out by United States voluntary agencies on the basis of separate agreements between the Algerian Government and the voluntary agencies. In general, the Algerian Government agrees that the AID Section and the voluntary agencies shall receive copies of all shipping documents, including outturn reports immediately upon unloading of any ship carrying foodstuffs under these programs. Further, they shall receive copies of all bordereaux from the Société Générale de Surveillance. Should the foodstuffs be processed, the bordereaux will be furnished from the mills as soon as they are issued. The AID Section and voluntary agency personnel shall be kept informed of the accounting regarding these foodstuffs and of all locations where these foodstuffs are stored and distributed.

Inspections may take place periodically in the presence of one or several representatives of the Ministry of Labor and Social Affairs and of other Ministries concerned.

The preparation of periodic reports on the use of these foodstuffs will be the subject of separate agreements for each program. It is agreed that the disposition of such sacks and other containers shall be the subject of consultation between the Ministries concerned and the organization holding title to them and that proceeds of any sale shall be used for purposes defined in a common agreement. United States markings must be obliterated.

11. It is the intention of the two Governments to proceed rapidly with negotiations expected to lead to the signature of an Investment Guaranty Agreement.

For the Government of
the United States of America:

JOHN D. JERNEGAN

For the
Government of Algeria:

L. YAKER

FEBRUARY 23, 1966,
Algiers.

ACCORD ENTRE LE GOUVERNEMENT DES ETATS UNIS ET LE GOUVERNEMENT DE LA REPUBLIQUE ALGERIENNE DEMOCRATIQUE ET POPULAIRE

1. Le Gouvernement des Etats-Unis d'Amérique est d'accord pour fournir au Gouvernement de la République Algérienne Démocratique et Populaire la quantité de 200 000 tonnes métriques de blé dans le cadre du Titre IV de la Loi Publique 480 aux conditions suivantes:

a–le remboursement devra être effectué en dollars US en 20 ans;

b–le taux d'intérêt sera de 3½%

c–aucun paiement ne sera demandé pendant la première année;

d–le premier paiement d'un montant équivalent au 10% de la valeur du prêt sera dû le 1er mars 1967;

e–le solde sera remboursé en 18 annuités;

f–la contrepartie en Dinars algériens sera versée dans un compte spécial (selon les modalités précisées au paragraphe 2 de la note accompagnant l'accord sur la vente à crédit, Titre IV) et sera affectée à des projets de développement économique acceptés d'un commun accord selon une procédure à établir;

g–il est entendu par le Gouvernement des Etats Unis que le Gouvernement algérien n'exportera pas de blé pendant la période de livraison et d'utilisation de blé importé dans le cadre du présent accord. Cette période se terminera le 30 juin 1966;

h–il est d'autre part entendu que le Gouvernement algérien aura importé ou s'engagera à importer pendant l'année fiscale américaine 1966 170 000 tonnes de blé supplémentaire à titre commercial. Un accord énonçant les conditions sus-citées a été signé ce jour.

2. Sous réserve de disponibilité, le Gouvernement des Etats Unis s'est mis d'accord pour fournir les denrées alimentaires pour les programmes d'aide aux nécessiteux administrés par la CARE, sous le Titre III de la Loi Publique 480. Les quantités à fournir ont été fixées à 88 200 tonnes de blé et 4 900 tonnes d'huile pour l'année grégorienne 1966. Les deux Gouvernements conviennent que ce programme soit diminué progressivement et que les expéditions soient terminées à la fin de l'année 1968. Les deux Gouvernements expriment l'intention que le plus grand nombre possible de personnes recevant des denrées alimentaires gratuites puissent être employées progressivement dans les programmes d'emploi mentionnés au paragraphe 3 ci-dessous.

3. Les deux Gouvernements sont d'accord pour coopérer dans un programme d'emploi de main d'oeuvre (à caractère "Self-help") que le Gouvernement algérien entreprendrait conjointement avec trois agences bénévoles américaines en Algérie: CARE, CRS, CWS/CCSA. Le Gouvernement algérien et ces agences concluraient un accord fixant les moyens destinés à mettre à exécution ce programme de travaux. Cet accord énoncerait l'importance du programme envisagé,

la procédure à suivre pour mettre en oeuvre les projets, l'apport financier du Gouvernement algérien et d'autres dispositions utiles. Afin de permettre l'exécution de tels programmes, et en application du Titre III de la Loi Publique 480, le Gouvernement américain est d'accord pour fournir jusqu'à concurrence de 48 800 tonnes de blé et de 2 710 tonnes d'huile pendant l'année grégorienne 1966. Les arrivages seront effectués en plusieurs tranches. Les premières 10 000 tonnes de blé et 556 tonnes d'huile seront expédiées aussitôt après la signature de l'accord d'exécution par le Ministère du Travail et des Affaires Sociales et les Agences bénévoles. Les livraisons à suivre seront réalisées selon un programme établi conjointement Les quantités de denrées américaines à recevoir pour ce programme jusqu'à la fin de décembre 1968 feront l'objet de négociations ultérieures.

4. Le Gouvernement des Etats-Unis d'Amérique est disposé à poursuivre sa coopération en faveur des programmes d'aide à l'enfance sous le Titre III, Loi Publique 480, aux niveaux décidés par les deux Gouvernements et les agences bénévoles y coopérant.

5. Les deux Gouvernements sont d'accord pour prendre toutes les dispositions nécessaires pour assurer l'écoulement rationnel des denrées alimentaires aux différents programmes, ainsi que pour l'établissement d'une procédure adéquate permettant des avances, prêts et transferts entre ces programmes qui pourront se révèler nécessaires. Ces mesures seront décidées conjointement par les différents Ministères concernés, les Agences bénévoles intéressées et les Services de l'AID de l'Ambassade des Etats-Unis.

6. Pour mettre en vigueur les dispositions du paragraphe 5 ci-dessus, une Commission comprenant des représentants des ministères intéressés, des Agences bénévoles et des Services de l'AID se réunira périodiquement afin de coordonner l'écoulement des denrées alimentaires et la planification des programmes.

7. Outre les quantités de denrées alimentaires mentionnées ci-dessus, le Gouvernement des Etats Unis, en tant que membre du Programme Alimentaire Mondial a rendu disponible, en faveur du Gouvernement algérien, 19 000 tonnes de blé destinées au programme des Chantiers Populaires de Reboisement dans le Constantinois.

8. Les deux Gouvernements conviennent d'utiliser au maximum les possibilités de formation professionnelle de cadres techniques algériens aux Etats Unis. Un plan global sera présenté par le Ministère des Affaires étrangères aux Services de l'AID dans les meilleurs délais.

9. Les deux Gouvernements ont convenu de réexaminer le contenu et les modalités de la coopération médicale.

10. Les programmes spécifiés aux paragraphes 2, 3 et 4 de cette lettre, seront réalisés par les Agences bénévoles, selon des accords individuels passés entre le Gouvernement algérien et ces Agences.

Généralement le Gouvernement algérien accepte que les Services de l'AID et les Agences bénévoles reçoivent des copies de tous les documents d'expédition y compris les rapports de surveillance, immédiatement après le déchargement de tout bateau transportant des denrées alimentaires afférentes à ces programmes. De même manière, les services de l'AID et les Agences bénévoles pourront recevoir copies de tous les bordereaux émanant de la Société Générale de Surveillance. Dans le cas où ces denrées alimentaires seraient triturées, les bordereaux émanant des moulins seront également fournis dès leur établissement. En outre, le personnel des Services de l'AID et des agences bénévoles seront tenus informés de la comptabilité de ces denrées et des emplacements où ces denrées seront emmagasinées et distribuées. Des inspections pourront avoir lieu périodiquement, en présence d'un ou de plusieurs représentants du Ministère des Affaires Sociales et des autres Ministères intéressés.

La préparation de rapport périodiques sur l'usage de ces denrées alimentaires fera l'objet d'accord particuliers pour chaque programme. Il est convenu que la destination des sacs et autres emballages fera l'objet de consultations entre les Ministères intéressés et l'agence propriétaire, et que le produit de toute vente sera utilisé à des fins définies d'un commun accord. L'emblème AID ainsi que toute autre marque sera oblitéré.

11. Il est de l'intention des deux Gouvernements de continuer avec célérité les négociations devant mener à l'établissement d'un accord de garantie des investissements.

ALGER, *le 23 fèvré 1966*

POUR LE GOUVERNEMENT DES ETATS UNIS D AMERIQUE	POUR LE GOUVERNEMENT DE LA REPUBLIQUE ALGERIENNE DEMOCRATIQUE & POPULAIRE
JOHN D. JERNEGAN	L. YAKER

SPAIN

Tracking Stations

Agreement effected by exchange of notes
Signed at Washington April 14, 1966;
Entered into force April 14, 1966.

The Secretary of State to the Spanish Minister of Foreign Affairs

DEPARTMENT OF STATE
WASHINGTON
Apr 14 1966

EXCELLENCY:

I have the honor to refer to recent discussions between representatives of our two Governments concerning a proposal for scientific and technical cooperation for peaceful purposes between the Government of the United States of America and the Government of Spain in support of programs for lunar and planetary exploration and for manned and unmanned space flight through the continued operation and expansion of the space vehicle tracking and communications station operated by the National Aeronautics and Space Administration (NASA) on the Island of Gran Canaria. This station is to be part of a worldwide communications system designed to provide tracking, telemetering and tele-command for programs of the type described above.

The Government of Spain, desiring to cooperate with the United States in this program to contribute to the knowledge of man's spatial environment and its effects, has indicated its agreement to the continued operation and expansion of the space vehicle tracking and communications station mentioned in the preceding paragraph. Accordingly, the Government of the United States proposes that this station continue to operate and be expanded in accordance with the following principles and procedures:

1. Description and Location of Station.

a. The Government of Spain will continue to make available until at least June 30, 1967 the existing land areas and rights-of-way for use by NASA in the continued operation of the station already established at the southern end of the Island of Gran Canaria. Thereafter, NASA will relinquish the use of the land areas on a date to be determined by the Instituto Nacional de Tecnica Aeroespacial (INTA). Installations at the station include radars, telemetry sys-

tems, ground-to-air transmitting and receiving equipment; additional communications equipment to handle communications requirements that cannot be met by local telephone and telegraph facilities; and necessary supporting buildings and structures for offices, storage, housing, sanitation, and other required purposes. Power for these installations is generated at the site from equipment installed as part of the station.

b. The specific location and amount of land needed for expansion of the station will be as agreed upon by the authorized representatives of our two Governments. On the part of the United States Government these will be representatives of NASA. On the part of the Government of Spain these will be representatives of INTA as the agency representing the Comision Nacional de Investigacion del Espacio. The land areas required (including rights-of-way and land necessary for the improvement, widening, or realignment of public or private roads, or for the construction of new roads, as needed, to ensure adequate access to the main antenna site) will amount to a total of approximately thirty hectares. Buildings and equipments to be installed within this area are: a main parabolic antenna approximately 10 meters in diameter; transmitting, receiving, and servo electronics; recording, data handling and display, and communications equipment; equipment for solar event observation, including an optical telescope, a solar radio telescope (antenna) approximately three meters in diameter, and associated electronic, recording, and photographic equipment; technical and supporting buildings and structures as necessary for engineering, operations, offices, storage, housing, utilities, and other required purposes; and a collimation tower, with access road and connecting cable rights-of-way to the main antenna site. Installations located in the areas mentioned in paragraph (a) above may be relocated by NASA at any time within these new areas.

c. The precise configurations of the land areas and rights-of-way mentioned in paragraph (b) above will be determined by detailed surveys by NASA in coordination with INTA and in accordance with the minimum needs for these installations. Only within the areas mentioned in paragraphs (a) and (b) above will NASA, subject to agreement with INTA, hereafter perform new work and install new equipment or replace old equipment. It is understood that program requirements are likely to increase as more advance techniques are developed, and that, accordingly, NASA may wish to expand or modify structures or to install additional equipment at the station within the areas mentioned in paragraph (b) above. This additional equipment may include a second parabolic antenna approximately ten meters in diameter, if later required for missions necessitating multiple telecommunications beyond the capacity of the main antenna mentioned in paragraph (b). This additional antenna would not, as provided above, require any additional land area.

2. Costs.

The Government of the United States for its part will provide the additional installations of the station which is the object of this agreement. All the costs of constructing, installing, equipping, and operating the station will be borne by the United States, including the cost of constructing the roads and necessary accesses. The foregoing activities will be carried out in accordance with the requirements of Spanish legislation, and the provisions of paragraph 10 of this agreement, relating to the ownership of property.

3. Operation of the Station and Use by Spanish Personnel.

a. The station will be operated by NASA, either directly or by contract with a United States firm, or by delegation, in due course, to INTA. INTA will be represented at the station by a Spanish Station Director. From the entry into force of this agreement, NASA, or its contractor, in addition to using essential United States technicians and specialists, will progressively engage, to the maximum extent feasible, Spanish technical personnel for the installation, operation, and maintenance of the station. At such time as NASA and INTA jointly determine that there is a sufficient number of qualified Spanish technical personnel trained to meet NASA requirements and familiar with the station, NASA may delegate to INTA the responsibility for the operation and maintenance of the station for the programs covered by the present agreement. NASA and INTA will cooperate closely to ensure full access by INTA to the station with the objective of full exchange of information concerning both the techniques employed and the uses to which the station is being put.

b. The station may be used for independent scientific activities by the Government of Spain, it being understood that such activities would be conducted so as not to conflict with the schedules of operations and maintenance of the station. Any additional costs resulting from such activities will be borne by the Government of Spain.

4. Communications.

Communications to the station shall, to the maximum extent practicable, utilize domestic and international telecommunications facilities for communications to the United States and to other tracking stations of NASA. Where domestic and international telecommunications facilities are inadequate or not available, the Government of Spain will arrange to construct such telecommunications facilities as are judged by NASA to be necessary, with appropriate costs to be borne by the United States.

5. Power.

Power for the station will be generated at the site from equipment installed as a part of the station.

6. Frequency Authorization and Radio Interference.

a. Upon the request of the Government of the United States and subject to the provisions of the International Telecommunication Union [1] and applicable Radio Regulations, [2] the Government of Spain will authorize the use of the radio frequencies required for the purposes of the station. It is understood that arrangements in effect for that part of the station presently in operation will be continued insofar as practicable.

b. Because an essential characteristic of the station, as it now exists and as it will be when the planned expansion occurs, will be its freedom from harmful radio interference, the Government of Spain agrees to take whatever measures are practicable to maintain this freedom against the introduction or operation of radio interference-producing devices (such as power lines, industrial facilities, primary highways, aircraft beacons, air-ground communications, etc.) within the vicinity of this sensitive receiving station and, further, in the event it becomes necessary to introduce such devices into the area, the Government of Spain agrees to take all precautionary measures possible to minimize or eliminate any harmful interference. The Government of Spain agrees, upon the request of the Government of the United States, to investigate any interference to radio reception at the station which may be due to electrical apparatus and shall take all reasonable steps to secure the cessation of the interference.

c. All telecommunications operations by the station shall be conducted in accordance with applicable provisions of the Radio Regulations of the International Telecommunication Union and telecommunications regulations of the Government of Spain so as not to cause interference with other authorized telecommunications services.

7. Construction, Labor, and Materials.

Construction of additional installations of the station shall be performed by a United States contractor, who shall, to the maximum extent feasible, employ local subcontractors and local labor to perform the required work. Optimum possible use will be made of local materials and supplies which meet NASA's required specifications, both during the construction phase and in the operation of the station itself. The Government of Spain will, upon request, assist the contractor in the local procurement of goods, materials, supplies, and services required for the construction and operation of the station.

8. Electronic Equipment.

The special electronic equipment, and related equipment, required

[1] International telecommunication convention signed at Geneva Dec. 21, 1959; TIAS 4892; 12 UST 1761.

[2] Radio regulations done at Geneva Dec. 21, 1959; TIAS 4893; 12 UST 2377. Partial revision of the radio regulations (Geneva, 1959), done at Geneva Nov. 8, 1963; TIAS 5603; 15 UST 887.

for the station will be United States type equipment and will be installed by United States personnel.

9. Admission of Equipment.

The Government of Spain will, upon request, take the necessary steps to facilitate the admission into Spain of materials, equipment, supplies, goods, or other property furnished by or on behalf of the Government of the United States to the station for the purpose of this agreement. Spanish authorities will be informed in advance through INTA of the contents of such shipments. No tax, duty, or other charge will be levied or assessed, either by the Government of Spain or by any political subdivisions thereof, on material, equipment, supplies, goods, or property brought into or procured in Spain by or on behalf of the United States Government for the station for the purpose of this agreement.

10. Title to Property.

a. Title to all materials, equipment, supplies, goods, or any other removable property furnished by or on behalf of the Government of the United States for the station for the purpose of this agreement will remain in the Government of the United States. Title to all other property shall remain in the Government of Spain or other Spanish owners. Materials, equipment, supplies, goods, and other removable property furnished by or on behalf of the Government of the United States for the station may be removed by the Government of the United States at any time, free of taxes, duties, or other charges, it being understood that NASA will postpone such removal, to the extent that operational requirements permit, to avoid disturbing scientific activities that the Government of Spain may be carrying out in conformity with the provisions of paragraph 3(b) of this agreement.

b. The materials, equipment, supplies, goods, and other removable property referred to in paragraph (a) above may not be sold or otherwise disposed of in Spain except in conformity with regulations approved by the Government of Spain. If, during the term of this agreement, or upon its termination, the Government of the United States desires to dispose of this property in Spain, the two governments will undertake consultations as soon as possible in order to conclude the necessary arrangements. The Government of Spain will have the right of priority in acquiring the aforementioned materials, equipment, supplies, goods, and other removable property.

11. United States Personnel.

a. The Government of Spain will take the necessary steps to facilitate the admission into Spain of such United States personnel (including contractor personnel) as may visit or be assigned to the station for the purpose of this agreement. Personnel so assigned shall not exceed that necessary for the construction and effective operation of the station. Their names and related information will be promptly communicated to the Government of Spain.

b. Personal and household effects of United States personnel (including contractor personnel) assigned to Spain in connection with the operation of the station may be brought into, used in, or removed from Spain free of all taxes, duties, or other charges. Such effects may not be sold or otherwise disposed of in Spain except under conditions approved by the Government of Spain.

c. The presence in Spain of United States personnel (including contractor personnel) in connection with the establishment or operation of the station will not constitute either residence or domicile in Spanish territory for tax purposes. In no case will the salaries or other income of United States origin which is received by such personnel for their work at the station be subject to taxation.

12. Duration of the Agreement.

The Government of the United States and the Government of Spain agree that the station provided for herein may continue to be operated under the terms of this agreement until January 29, 1974, subject to extension upon expiration with the consent of the two Governments.

13. Supplementary Arrangements.

Supplementary arrangements between NASA and INTA may be made from time to time as required for carrying out the purposes and provisions of this agreement.

14. Appropriation of Funds.

To the extent that the implementation of this agreement will depend on funds appropriated by the Congress of the United States, it is subject to the availability of such funds.

15. This agreement supersedes the exchange of notes between our two Governments on March 11 and 18, 1960, [1] as amended by an exchange of notes on June 27 and 28, 1963. [2]

If the foregoing principles and procedures are acceptable to the Government of Spain, I have the honor to propose that this note and Your Excellency's note in reply to that effect shall constitute an agreement between our two Governments on this matter, which shall enter into force on the date of your note in reply.

Accept, Excellency, the assurances of my highest consideration.

DEAN RUSK
Secretary of State of the
United States of America

His Excellency
FERNANDO MARÍA CASTIELLA Y MAÍZ,
Minister of Foreign Affairs of Spain.

[1] TIAS 4463; 11 UST 1307.
[2] TIAS 5393; 14 UST 1000.

The Spanish Minister of Foreign Affairs to the Secretary of State

EMBAJADA DE ESPAÑA
WASHINGTON

EXCMO. SEÑOR:

Tengo a honra acusar recibo a V.E. de la Nota de 14 de los corrientes, cuyo texto, traducido al español, dice lo siguiente:

"Tengo el honor de referirme a discusiones recientes entre representantes de nuestros dos Gobiernos relativas a una propuesta de cooperación científica y técnica con fines pacíficos entre los Gobiernos de España y Estados Unidos de América en apoyo de programas de exploración lunar y planetaria y de vuelos espaciales tripulados y no tripulados, mediante la continuación en funcionamiento, y la ampliación, de la estación de seguimiento de vehículos espaciales y de comunicaciones operada por la National Aeronautics and Space Administration (NASA) en la Isla de Gran Canaria. Esta estación será parte de un sistema de comunicaciones a escala mundial proyectado para facilitar seguimiento de rutas, telemetría y mando a distancia en programas del tipo arriba descrito.

El Gobierno español, deseando cooperar con los Estados Unidos en este programa, a fin de contribuir al conocimiento del medio espacial que rodea al hombre y, sus efectos, ha manifestado hallarse de acuerdo con la continuación del funcionamiento, y la ampliación, de la estación de seguimiento de vehículos espaciales y de comunicaciones mencionada en el párrafo anterior. En su virtud, el Gobierno de los Estados Unidos propone que dicha estación continúe en funcionamiento, y se amplíe, de acuerdo con los siguientes principios y procedimientos:

1.- Descripción y emplazamiento de la estación.

a. El Gobierno español seguirá poniendo a disposición de NASA hasta por lo menos el 30 de junio de 1967, los actuales terrenos y derechos de paso a fin de que NASA continúe utilizándolos para el funcionamiento de la estación ya establecida en el extremo sur de la Isla de Gran Canaria. Después, NASA dejará de utilizar los terrenos en la fecha que determine el Instituto Nacional de Técnica Aeroespacial (INTA). Las instalaciones de la estación incluyen radares, sistemas de telemetría, equipo transmisor y receptor tierra-aire; equipo de comunicaciones adicional para comunicaciones que las instalaciones telefónicas y telegráficas locales no puedan facilitar; y edificios y construcciones auxiliares precisos para oficinas, almacenamiento, habitación, saneamiento, y otros fines necesarios. La energía eléctrica para estas instalaciones se genera en el propio emplazamiento mediante equipo instalado como parte de la estación.

b. El emplazamiento específico y la cantidad de terreno necesario para la ampliación de la estación serán los que acuerden representantes autorizados de nuestros dos Gobiernos. Por parte del Gobierno de los Estados Unidos aquéllos serán representantes de NASA. Por

parte del Gobierno de España, lo serán del INTA como organismo representativo de la Comisión Nacional de Investigación del Espacio. Los terrenos requeridos (incluidos derechos de paso y terrenos necesarios para la mejora, ensanche, o cambios en el trazado de carreteras públicas o privadas, o para la construcción de nuevas carreteras, según se precise, para asegurar el debido acceso al emplazamiento de la antena principal) supondrán un total de aproximadamente treinta hectáreas. Los edificios y equipo a instalar dentro de esta superficie son: una antena parabólica principal de aproximadamente 10 metros de diámetro; equipo de transmisión, recepción y servoelectrónico; de registro, manejo y presentación de datos, y equipo de comunicaciones; equipo para observación de actividad solar, incluyendo un telescopio óptico, un radio-telescopio solar (antena) de aproximadamente 3 metros de diámetro, y equipo auxiliar electrónico, de registro y fotográfico; edificios y construcciones técnicos y auxiliares que sean precisos para ingeniería, operaciones, oficinas, almacenamiento, habitación, servicios y otros fines necesarios; y una torre de colimación, con carretera de acceso y derechos de paso para el cable que la conecte con el emplazamiento de la antena principal. Las instalaciones situadas en las superficies mencionadas en el párrafo a. anterior podrán ser reinstaladas por NASA en cualquier tiempo dentro de estas nuevas superficies.

c. La determinación exacta de las superficies y derechos de paso mencionados en el párrafo b. anterior se establecerá mediante deslindes detallados efectuados por NASA en coordinación con INTA y de acuerdo con las necesidades mínimas para estas instalaciones. Sólo dentro de las superficies mencionadas en los párrafos a. y b. anteriores, NASA, previo acuerdo con INTA, podrá realizar en el futuro nuevas obras e instalar nuevos equipos o sustituir por otros los antiguos. Queda entendido que las necesidades del programa aumentarán probablemente a medida que se desarrollen técnicas más modernas y que, por consiguiente, NASA podría desear ampliar o modificar estructuras o instalar equipo adicional en la estación dentro de las superficies mencionadas en el párrafo b. anterior. Este equipo adicional podría incluir una segunda antena parabólica de aproximadamente 10 metros de diámetro si se requiriese posteriormente para misiones que necesiten telecomunicaciones múltiples que excedan de la capacidad de la antena principal mencionada en el párrafo b. Esta antena adicional no requeriría, según anteriormente se establece, ninguna superficie adicional.

2.– Gastos.

El Gobierno de los Estados Unidos, por su parte, proveerá las instalaciones adicionales de la estación objeto de este Acuerdo. Todos los gastos de construcción, instalación, equipo y funcionamiento de la estación correrán a cargo de los Estados Unidos, incluídos los gastos de construcción de carreteras y accesos necesarios. Las anteriores actividades se llevarán a cabo de conformidad con los

requisitos de la legislación española y con las estipulaciones del apartado 10 de este Acuerdo en lo que se refiere a los derechos de propiedad.

3.– Funcionamiento de la estación y utilización por personal español.

a. La estación será manejada por NASA, bien directamente, bien mediante contrato con una empresa de los Estados Unidos o delegación en su día en el INTA. INTA estará representado en la estación por un Director español de la estación. Desde la entrada en vigor de este Acuerdo, NASA o su contratista, además de utilizar los imprescindibles técnicos y especialistas de los Estados Unidos, irá contratando en forma progresiva y hasta el máximo posible, personal técnico español para la instalación, funcionamiento y entretenimiento de la estación. Cuando NASA e INTA determinen conjuntamente que existe suficiente personal técnico español cualificado, entrenado para satisfacer las necesidades de NASA y familiarizado con la estación, NASA podrá delegar en INTA la responsabilidad del funcionamiento y entretenimiento de la estación para los programas comprendidos en el presente Acuerdo. NASA e INTA cooperarán estrechamente al objeto de asegurar el completo acceso de INTA a la estación, con el fin de obtener completo intercambio de información, tanto en cuanto a las técnicas empleadas como en cuanto a los usos a que se destina la estación.

b. La estación podrá ser utilizada por el Gobierno español para actividades científicas independientes, entendiéndose que dichas actividades se llevarán a cabo de forma que no entorpezcan los programas de operaciones y mantenimiento de la estación. Cualesquiera gastos adicionales que deriven de dichas actividades serán sufragados por el Gobierno español.

4.– Comunicaciones.

Las comunicaciones de la estación utilizarán hasta el máximo posible las instalaciones de telecomunicación nacionales e internacionales para comunicarse con los Estados Unidos y otras estaciones de seguimiento de NASA. Cuando las instalaciones de telecomunicaciones nacionales e internacionales sean inadecuadas o no puedan utilizarse, el Gobierno español dispondrá la construcción de dichas instalaciones de telecomunicación que NASA juzgue necesarias, siendo sufragados los gastos pertinentes por los Estados Unidos.

5.– Energía.

La energía para la estación será generada en su emplazamiento mediante equipo instalado como parte de la estación.

6.– Autorización de frecuencia y radio-interferencia.

a. A petición del Gobierno de los Estados Unidos, y con arreglo a las estipulaciones de la Unión Internacional de telecomunicaciones y las Regulaciones de Radio aplicables, el Gobierno español autorizará el uso de las frecuencias de radio necesarias para los fines de la estación.

Se entiende que las disposiciones en vigor para la parte de la estación actualmente en funcionamiento continuarán siendo aplicadas siempre que sea posible.

b. Dado que una característica esencial de la estación, tal como existe actualmente y como será cuando se lleve a cabo la ampliación proyectada, ha de ser la de hallarse libre de radio-interferencias perjudiciales, el Gobierno español acuerda adoptar cuantas medidas sean practicables para mantener dicha libertad frente al establecimiento o funcionamiento de elementos que produzcan radio-interferencias (tales como líneas de fuerza, instalaciones industriales, carreteras de primer orden, aerofaros, comunicaciones aire-tierra, etc) en las cercanías de esta altamente sensible estación receptora, y, además, en el supuesto de que sea necesario instalar tales elementos en dicha área, el Gobierno español acuerda adoptar todas las medidas de precaución posibles para minimizar o eliminar cualquier interferencia perjudicial. El Gobierno español acuerda, a petición del Gobierno de los Estados Unidos, investigar cualquier interferencia en la radiorecepción de la estación que pueda deberse a aparatos eléctricos y adoptará todas las medidas razonables para asegurar el cese de la interferencia.

c. Todas las operaciones de telecomunicación de la estación se llevarán a cabo de acuerdo con las prescriciones de los Reglamentos de Radio de la Unión Internacional de Telecomunicaciones y las disposiciones sobre telecomunicación del Gobierno español a fin de no causar interferencias a otros servicios de telecomunicación autorizados.

7.– Construcción, mano de obra y materiales.

La construcción de las instalaciones adicionales de la estación se hará por un contratista de los Estados Unidos que, hasta el máximo posible, empleará subcontratistas locales y mano de obra local para realizar el trabajo requerido. Tanto durante la fase de construcción como durante la de funcionamiento de la estación, se utilizarán hasta el máximo posible materiales y suministros locales que reunan las especificaciones requeridas por NASA. El Gobierno español ayudará al contratista, previa petición, en el abastecimiento local de las mercancías, materiales, suministros y servicios necesarios para la construcción y funcionamiento de la estación.

8.– Equipo electrónico.

El equipo electrónico especial, y el equipo con él relacionado, necesario para la estación, será del tipo de Estados Unidos y será instalado por técnicos de los Estados Unidos.

9.– Entrada de equipo.

El Gobierno español, previa petición, adoptará las medidas necesarias para facilitar la entrada en España de material, equipo, suministros, mercancías u otros bienes proporcionados por o por cuenta del Gobierno de los Estados Unidos para la estación a los fines de este Acuerdo. Las autoridades españolas serán previamente informadas, a

través del INTA, del contenido de dichos embarques. Ni el Gobierno español ni ninguno de sus Organismos impondrá o exigirá impuestos, derechos o cualesquiera otros gravámenes por el material, equipo, suministros, mercancías o propiedad importadas u obtenidas en España por o por cuenta del Gobierno de los Estados Unidos para la estación a los fines de este Acuerdo.

10.– Título de propiedad.

a. Todos los materiales, equipos, suministros, mercancías o cualesquiera otros bienes muebles proporcionados por o por cuenta del Gobierno de los Estados Unidos para la estación a los fines de este Acuerdo continuarán siendo propiedad del Gobierno de los Estados Unidos. Los bienes restantes serán propiedad del Gobierno español o de otros propietarios españoles. Los materiales, equipo, suministros, mercancías y otros bienes muebles proporcionados por o por cuenta del Gobierno de los Estados Unidos para la estación podrán ser retirados en cualquier momento, libres de impuestos, derechos u otros gravámenes, por el Gobierno de los Estados Unidos, entendiéndose que NASA retrasará dicha retirada, en la medida en que necesidades operativas lo permitan, a fin de evitar perturbaciones en las actividades científicas que el Gobierno español pueda estar llevando a cabo de conformidad con lo dispuesto en el apartado 3b. de este Acuerdo.

b. No se podrán vender los materiales, equipo, suministros, mercancías y otros bienes muebles a que se refiere el párrafo a. anterior, ni disponer de otro modo de ellos en España, a no ser de conformidad con disposiciones aprobadas por el Gobierno español. Si durante la vigencia de este Acuerdo, o a su terminación, el Gobierno de los Estados Unidos deseara disponer de aquéllos en España, ambos Gobiernos iniciarán consultas a la mayor brevedad con el fin de concluir los arreglos necesarios. El Gobierno español tendrá derecho de opción preferente para la adquisición de los mencionados materiales, equipo, suministros, mercancías y otros bienes muebles.

11.– Personal de los Estados Unidos.

a. El Gobierno español adoptará las medidas necesarias para facilitar la entrada en España del personal de los Estados Unidos (incluído el personal del contratista) que pueda visitar o sea destinado a la estación a los fines de este Acuerdo. El personal así designado no excederá del necesario para la construcción y eficiente funcionamiento de la estación. Sus nombres y otra información con ellos relacionada serán inmediatamente comunicados al Gobierno español.

b. Los efectos personales y domésticos del personal de los Estados Unidos (incluído el personal del contratista) destinado a España en relación con el funcionamiento de la estación podrán entrar en España, ser usados allí o salir de España libres de impuestos, derechos u otros gravámenes. No se podrán vender dichos efectos ni disponer de otro modo de ellos en España a no ser de conformidad con disposiciones aprobadas por el Gobierno español.

c. La presencia en España del personal de los Estados Unidos (incluído el personal del contratista) encargado del establecimiento o funcionamiento de la estación no constituirá residencia o domicilio en territorio español a efectos fiscales. En ningún caso serán sometidos a imposición los sueldos y demás remuneraciones de fuente de los Estados Unidos que se abonen a este personal por su trabajo en la estación.

12.– Duración del Acuerdo.

El Gobierno español y el Gobierno de los Estados Unidos acuerdan que la estación a la que el presente se refiere podrá continuar funcionando según los términos de este Acuerdo hasta el 29 de Enero de 1974, ampliable a su expiración previa conformidad de ambos Gobiernos.

13.– Acuerdos suplementarios.

De vez en cuando, según lo requiera la puesta en práctica del objeto y disposiciones de este Acuerdo, podrán convenirse acuerdos suplementarios entre NASA e INTA.

14.– Asignación de fondos.

En la medida en que la puesta en práctica de este Acuerdo dependa de fondos asignados por el Congreso de los Estados Unidos, está sujeto a la disponibilidad de los mencionados fondos.

15.– Este Acuerdo deja sin efecto el Canje de Notas entre nuestros dos Gobiernos de 11 y 18 de marzo de 1960, enmendado por el Canje de Notas de 27 y 28 de junio de 1963.

Si los anteriores principios y procedimientos son aceptables para el Gobierno de España tengo el honor de proponer que esta Nota y la Nota de respuesta a V.E. al efecto constituyan un Acuerdo en este asunto entre nuestros dos Gobiernos, que entrará en vigor en la fecha de su Nota de respuesta".

Al comunicar a V.E. la conformidad del Gobierno español sobre lo que precede, le ruego, Señor Secretario de Estado, acepte las seguridades de mi más alta consideración.

WASHINGTON, *14 de Abril de 1966.*

FERNANDO CASTIELLA.
Ministro de Asuntos Exteriores de España.

Excmo. Señor Don
DEAN RUSK
Secretario de Estado de los Estados Unidos de América. –Washington D.C.

Translation

EMBASSY OF SPAIN
WASHINGTON

EXCELLENCY:

I have the honor to acknowledge receipt of Your Excellency's note dated the 14th of this month, the text of which translated into Spanish reads as follows:

[For the English language text see *ante*, p. 570.]

In communicating to Your Excellency the agreement of the Government of Spain to the foregoing, I beg you, Mr. Secretary of State, to accept the assurances of my highest consideration.

FERNANDO CASTIELLA
Minister of Foreign Affairs of Spain

WASHINGTON, *April 14, 1966*

His Excellency
DEAN RUSK,
Secretary of State of the
United States of America,
Washington, D.C.

MULTILATERAL

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

Agreement signed at Vienna December 2, 1964;
Entered into force March 1, 1966.

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

WHEREAS the Government of the United States of America (hereinafter called the "United States") and the Government of the Argentine Republic (hereinafter called "Argentina") have been cooperating on the civil uses of atomic energy under their Agreement for Cooperation of 22 June 1962, as amended on 8 June 1964 [1] (hereinafter called the "Agreement for Cooperation"), which requires that equipment, devices and materials made available to Argentina by the United States be used solely for peaceful purposes and establishes a system of safeguards to that end; and

WHEREAS the Agreement for Cooperation reflects the mutual recognition of the two Governments of the desirability of arranging for the International Atomic Energy Agency (hereinafter called the "Agency") to administer safeguards as soon as practicable; and

WHEREAS the Agency is, pursuant to its Statute [2] and the action of its Board of Governors, now in a position to apply safeguards to certain materials, equipment and facilities in accordance with the Agency's safeguards procedures set forth in the Safeguards Document and in the Inspectors Document; and

WHEREAS the two Governments have reaffirmed their desire that equipment, devices and materials supplied by the United States under the Agreement for Cooperation or produced by their use or otherwise subject to safeguards under that Agreement shall not be used for any military purpose and have requested the Agency to apply, in so far as it has appropriate provisions to do so, safeguards to such

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[1] TIAS 5125, 5660; 13 UST 1789; 15 UST 1876.
[2] TIAS 3873; 8 UST 1093.

materials, equipment and facilities as are covered by this Agreement; and

WHEREAS the Board of Governors of the Agency has acted favourably upon that request on 19 September 1964;

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

ARTICLE I

Use of Materials, Devices and Facilities for Peaceful Purposes

Section 1. Argentina hereby undertakes that, during the term of this Agreement, it will not use in such a way as to further any military purpose any material, equipment or facility listed in the inventory for Argentina provided for in paragraphs 1 and 2 of the Annex.[1]

Section 2. The United States hereby undertakes that, during the term of this Agreement, it will not use in such a way as to further any military purpose any special fissionable material listed in the inventory for the United States provided for in paragraph 3 of the Annex.

Section 3. The Agency hereby agrees to apply safeguards, during the term of and in accordance with the provisions of this Agreement, to materials, equipment and facilities while they are listed in the inventories provided for in the Annex, to ensure that they will not be used in such a way as to further any military purpose, provided that there need be no application of safeguards to:

(a) Nuclear materials, except to the extent that the quantity of PN material of that type in the State, including that listed in the inventory provided for in the Annex, is in excess of:

  (i) In the case of natural uranium or depleted uranium with a uranium-235 content of 0.5 per cent or greater—10 metric tons;

  (ii) In the case of depleted uranium with a uranium-235 content of less than 0.5 per cent—20 metric tons;

  (iii) In the case of thorium—20 metric tons;

  (iv) In the case of special fissionable material: plutonium, uranium-233 or fully enriched uranium or its equivalent in the case of partially enriched uranium—200 grams;

(b) Reactors specified by Argentina and determined by the Agency to have a maximum calculated power for continuous operation of less than three thermal megawatts, provided that the total such power of the reactors thus specified by Argentina under this and all other agreements providing for safeguards by the Agency in Argentina may not exceed six thermal megawatts;

(c) Mines, mining equipment or ore-processing plants.

[1] *Post*, p. 601.

Section 4. Argentina and the United States undertake to facilitate the application of such safeguards and to co-operate with the Agency and each other to that end.

Section 5. The United States agrees that its rights under Article IX of the Agreement for Cooperation to apply safeguards to equipment, devices and materials subject to that Agreement will be suspended with respect to materials, equipment and facilities while they are listed in the inventory for Argentina provided for in the Annex. It is understood that no other rights and obligations of Argentina and the United States between each other under Article IX and under other provisions of the Agreement for Cooperation, including those arising by reason of paragraph (b) of Article X, will be affected by this Agreement. If the Board determines, pursuant to Section 15(a) or otherwise, that the Agency is unable to apply safeguards to any such material, equipment or facility, it shall thereby be removed from such inventory until the Board determines that the Agency is able to apply safeguards to it.

ARTICLE II

Application of Agency Safeguards

Section 6. An initial inventory of all the materials, equipment and facilities which are within the jurisdiction of Argentina and subject to the Agreement for Cooperation and which are within the scope of the Agency's safeguards system shall be prepared by the two Governments and submitted to the Agency. Upon the entry into force of this Agreement, the Agency will commence applying safeguards to such materials, equipment and facilities. Thereafter Argentina and the United States shall jointly notify the Agency of:

(a) Any transfer from the United States to Argentina under their Agreement for Cooperation of materials, equipment or facilities which are within the scope of the Agency's safeguards system;

(b) Any transfer from Argentina to the United States of any special fissionable material included in the inventory pursuant to Section 8.

Such materials, equipment and facilities shall be listed in the respective inventory provided for in the Annex, within thirty days of receipt of such notification by the Agency and thereupon become subject to safeguards by the Agency, unless the Agency notifies the two Governments that it is unable to apply safeguards thereto.

Section 7. The notification by the two Governments provided for in Section 6 shall normally be sent to the Agency not more than two weeks after the material, equipment or facility arrives in the recipient country, except that shipments of natural uranium, depleted uranium, or thorium in quantities not exceeding one ton shall not be subject to the two-week notification requirement but shall be reported to the Agency at quarterly intervals. Such notification shall include the

type, form and quantity of the material and/or the type and capacity of the equipment or facility involved, the date of shipment, the date of receipt, the identity of the recipient, and any other relevant information. The two Governments also undertake to give the Agency as much advance notice as possible of the transfer of large quantities of nuclear materials or major equipment or facilities. Design information pertinent to safeguards and concerning the facilities listed in the inventory provided for in paragraphs 1(a) and 2 of the Annex shall also be provided to the Agency by the Party concerned at the request of the Agency.

Section 8. Argentina shall notify the Agency, by means of its routine safeguards reports, of any special fissionable material it has produced, during the period covered by the report, in or by the use of any of the materials, equipment or facilities listed in the principal part of the inventory for Argentina provided for in the Annex. Upon receipt by the Agency of the notification, such produced material shall be listed in that inventory, provided that any material so produced shall be deemed to be listed and therefore to be subject to safeguards by the Agency from the time it is produced. The Agency may verify the calculations of the amounts of such materials; appropriate adjustment in the inventory provided for in the Annex will be made by agreement of the Parties to the Agreement concerned. Pending final agreement of the Parties concerned, the Agency's calculations will govern.

Section 9. Argentina and the United States shall jointly notify the Agency of the return to the United States of any materials, equipment or facilities listed in the inventory for Argentina provided for in the Annex. Upon receipt thereof by the United States:

(a) Materials described in Section 6(b) shall be transferred from the inventory for Argentina to the inventory for the United States;

(b) Other materials, and equipment or facilities shall be deleted from the inventory provided for in the Annex.

Section 10. Argentina and the United States shall jointly notify the Agency of any transfer of materials, equipment or facilities listed in the inventory provided for in the Annex to a recipient which is not under the jurisdiction of either Argentina or the United States. Such materials, equipment or facilities shall thereupon be deleted from such inventory, provided that:

(a) Safeguards by the Agency continue to apply to such materials, equipment or facilities; or

(b) Other safeguards, generally consistent with Agency safeguards and acceptable to Argentina and the United States, will apply to such materials, equipment or facilities, provided that in the case of materials included in the inventory pursuant to Section 6(b) or 8 such other safeguards are also acceptable to the Agency.

Section 11. The notifications by the two Governments provided for in Sections 9 and 10 shall be sent to the Agency at least two weeks before the material, equipment or facility is transferred. In other respects these notifications shall conform, as far as appropriate, to the requirements of Section 7.

Section 12. Agency safeguards applied to nuclear material pursuant to this Agreement will be suspended while such material is transferred, to any other State or group of States or to an international organization, solely for the purpose of processing, reprocessing or testing, under an agreement approved by the Agency and within the scope of the Agreement for Cooperation or is transferred, under an arrangement approved by the Agency, to a facility within Argentina or the United States of America to which safeguards are not applied, provided that:

(a) The agreement or the arrangement requires that there be placed under safeguards by the Agency, at a time to be agreed and with due allowance for processing losses, an amount of the same type of nuclear material at least equal to such transferred material and not otherwise subject to safeguards (hereinafter called "substituted material"); or

(b) The quantities of such transferred material are not at any time in excess of:

(i) In the case of natural uranium or depleted uranium with a uranium-235 content of 0.5 per cent or greater—10 metric tons;

(ii) In the case of depleted uranium with a uranium-235 content of less than 0.5 per cent—20 metric tons;

(iii) In the case of thorium—20 metric tons;

(iv) In the case of special fissionable material: plutonium, uranium-233 or fully enriched uranium or its equivalent in the case of partially enriched uranium—1000 grams.

In the case of materials listed in the inventory pursuant to Section 6(b), the Agency undertakes to give any requisite approvals necessary to allow the suspension of safeguards within the United States.

Section 13. In the event material is substituted as provided for in Section 12, that substituted material will be listed in the inventory provided for in the Annex in place of the original produced material as of the date of substitution. Safeguards suspended pursuant to Section 12 will remain suspended for as long as the substituted material remains subject to Agency safeguards or as long as the quantities of the materials for which no substitution was made do not exceed the limits specified in Section 12(b). When and if the original produced material is returned to the safeguards system provided for by this Agreement, that material will be listed in the inventory provided for in the Annex in place of the substituted material.

Section 14. The safeguards to be applied by the Agency are those procedures specified in Part V of the Safeguards Document, provided that the procedures for notification of transfers shall be as set forth in this Agreement.

Section 15. If the Board determines, in accordance with Article XII.C of the Statute, [1] that there has been any non-compliance with this Agreement, the Board shall call upon the State concerned to remedy forthwith such non-compliance and shall make such reports as may be appropriate. In the event of failure by such State to take fully corrective action within a reasonable time:

(a) The Agency shall be relieved of its responsibility under Section 3 to apply safeguards for such time as the Board determines the Agency cannot effectively apply the safeguards provided for in this Agreement; and

(b) The Board may take any other measures prescribed in Article XII.C of the Statute.

The Agency shall promptly notify the Parties in the event of any determination by the Board pursuant to this Section.

Article III

Agency Inspectors

Section 16. Agency inspectors performing functions pursuant to this Agreement shall be governed by paragraphs 1 through 7 and 9, 10, 12 and 14 of the Inspectors Document and by paragraph 41 of the Safeguards Document. Whenever the United States avails itself of the provisions of Section 12(a) with respect to any material listed in the inventory pursuant to Section 6(b), it is understood that, with respect to the right of access of Agency inspectors within the United States of America, the requirements of paragraph 9 of the Inspectors Document shall be satisfied by affording Agency inspectors access at all times to the substituted materials.

Section 17. Argentina shall apply the provisions of the Agreement on the Privileges and Immunities of the Agency [2] to Agency inspectors performing functions consequent upon this Agreement and to any property of the Agency used by them.

Section 18. The provisions of the International Organizations Immunities Act [3] of the United States shall apply to Agency inspectors performing functions in the United States of America under this Agreement and to any property of the Agency used by them.

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[1] TIAS 3873; 8 UST 1107.

[2] 374 UNTS 147.

[3] 59 Stat. 669; 22 U.S.C. § 288 note.

ARTICLE IV

Use of Information by the Agency

Section 19. The Agency shall not publish nor communicate to any State, organization or person not on its staff any information obtained by it under this Agreement, other than summarized information about the inventories provided for in the Annex, except with the consent of the Government of the State to which the information relates. Specific details concerning safeguards aspects of the nuclear energy programmes of either Argentina or the United States may be disseminated to the Board and to appropriate Agency staff members as necessary for the Agency to fulfil its safeguards responsibilities under this Agreement.

ARTICLE V

Finance

Section 20. In connection with the implementation of this agreement all expenses incurred by or at the written request or direction of the Agency, its inspectors or other officials shall be borne by the Agency, and neither Argentina nor the United States shall be required to bear any expenses for equipment, accommodation, or transport furnished pursuant to paragraph 6 of the Inspectors Document.

ARTICLE VI

Settlement of Disputes

Section 21. Any dispute arising out of the interpretation or application of this Agreement which is not settled by negotiation or as may otherwise be agreed by the Parties concerned shall on the request of any Party be submitted to an arbitral tribunal composed as follows:

(a) If the dispute involves only two of the Parties to this Agreement, all three Parties agreeing that the third is not concerned, the two Parties involved shall each designate one arbitrator, and the two arbitrators so designated shall elect a third, who shall be the Chairman. If within thirty days of the request for arbitration either Party has not designated an arbitrator, either Party to the dispute may request the President of the International Court of Justice to appoint an arbitrator. The same procedure shall apply if, within thirty days of the designation or appointment of the second arbitrator, the third arbitrator has not been elected; or

(b) If the dispute involves all three Parties to this Agreement, each Party shall designate one arbitrator, and the three arbitrators so designated shall by unanimous decision elect a fourth arbitrator, who shall be the Chairman, and a fifth arbitrator.

> If within thirty days of the request for arbitration any Party has not designated an arbitrator, any Party may request the President of the International Court of Justice to appoint the necessary number of arbitrators. The same procedure shall apply if, within thirty days of the designation or appointment of the third of the first three arbitrators, the Chairman or the fifth arbitrator has not been elected.

A majority of the members of the arbitral tribunal shall constitute a quorum, and all decisions shall be made by majority vote. The arbitral procedure shall be fixed by the tribunal. Upon application by any Party, and if necessary to ensure that this Agreement continues to function effectively, the arbitral tribunal shall be empowered to make interim decisions and to issue interim orders pending a final decision on any dispute, except with respect to matters covered by Section 22. The final decision and interim orders and decisions of the tribunal, including all rulings concerning its constitution, procedure, jurisdiction and the division of the expenses of arbitration between the Parties, shall be binding on all Parties and shall be implemented by them. The remuneration of the arbitrators shall be determined on the same basis as that of *ad hoc* judges of the International Court of Justice under Article 32, paragraph 4, of the Statute of the Court. [1]

Section 22. Decisions of the Board concerning the inability of the Agency to apply safeguards or concerning any non-compliance with this Agreement, taken pursuant to Section 6 or 15, shall, if they so provide, immediately be given effect by the Parties, pending the conclusion of any consultation, negotiation or arbitration that may be or may have been invoked with regard to the dispute.

ARTICLE VII

The Agency's Safeguards System and Definitions

Section 23. The terms "application of safeguards", "Board", "depleted uranium", "Director General", "nuclear material", "PN material", "reactor", "special fissionable material" and "Statute" have the same meaning in this Agreement and the Annex hereto as they do in the Safeguards Document. The term "substituted material" refers to material described in Section 12(a). "Equivalent" amounts of special fissionable materials for purposes of Sections 3(a)(iv) and 12(b)(iv) shall be as defined by the equation in the Appendix to the Safeguards Document; the equivalent amounts of plutonium and uranium-233 are the same as for fully enriched uranium. "Party" shall mean the Agency, Argentina or the United States.

Section 24. The terms "the Agency's safeguards system" and "Agency safeguards" refer to the procedures for safeguarding reactors with less than 100 megawatts thermal output, the related nuclear

[1] TS 993; 59 Stat. 1059.

materials and small research and development facilities, as set forth in the Safeguards Document (INFCIRC/26, approved by the Board on 31 January 1961) and, with respect to Agency inspectors, the Inspectors Document (GC(V)/INF/39, Annex, placed in effect by the Board on 29 June 1961). In the event the Agency modifies those documents or the scope of the system, the Parties may agree to apply any or all such modifications for purposes of this Agreement.

ARTICLE VIII

Amendment, Entry into Force and Duration

Section 25. Upon the request of any Party there shall be consultations among them concerning the amendment of this Agreement.

Section 26. This Agreement shall enter into force, after signature by or for the Director General and by the authorized representatives of Argentina and of the United States, on the date on which the Agency accepts the initial inventory provided for in Section 6.[1]

Section 27. This Agreement shall remain in force until 19 July 1969 unless sooner terminated by any Party upon six months' notice to the other Parties or as may otherwise be agreed.

ACUERDO DE APLICACION DE SALVAGUARDIAS CONCERTADO ENTRE EL ORGANISMO INTERNACIONAL DE ENERGIA ATOMICA, EL GOBIERNO DE LA REPUBLICA ARGENTINA Y EL GOBIERNO DE LOS ESTADOS UNIDOS DE AMERICA

CONSIDERANDO que el Gobierno de los Estados Unidos de América (que en adelante se denominará "los Estados Unidos") y el Gobierno de la República Argentina (que en adelante se denominará "la Argentina") cooperan para la utilización de la energía atómica con fines pacíficos en virtud del Acuerdo de Cooperación de 22 de junio de 1962, modificado el 8 de junio de 1964 (que en adelante se denominará "el Acuerdo de Cooperación"), en el que se estipula que el equipo, los aparatos y los materiales proporcionados a la Argentina por los Estados Unidos se utilizarán exclusivamente con fines pacíficos, para lo que se prevé la aplicación de un sistema de salvaguardias;

CONSIDERANDO que del Acuerdo de Cooperación se desprende que ambos Gobiernos juzgan conveniente que el Organismo Internacional de Energía Atómica (que en adelante se denominará "el Organismo") administre dichas salvaguardias tan pronto como sea posible;

CONSIDERANDO que por su Estatuto y por las decisiones de su Junta de Gobernadores, el Organismo está ya en condiciones de aplicar salvaguardias a ciertas clases de materiales, equipo e instalaciones de

[1] Mar. 1, 1966.

conformidad con los procedimientos prescritos en el Documento de las salvaguardias y en el Documento relativo a los inspectores;

CONSIDERANDO que ambos Gobiernos han reafirmado su deseo de que no se utilicen con fines militares el equipo, los aparatos y los materiales proporcionados por los Estados Unidos en virtud del Acuerdo de Cooperación, producidos mediante su empleo o que de otro modo estén sometidos a salvaguardias en virtud de dicho Acuerdo, y han pedido al Organismo que, en la medida en que haya establecido disposiciones apropiadas para ello, aplique salvaguardias a los materiales, equipo e instalaciones cubiertos por el presente Acuerdo;

CONSIDERANDO que la Junta de Gobernadores del Organismo ha acogido favorablemente esta petición el 19 de septiembre de 1964;

Los dos Gobiernos y el Organismo acuerdan lo siguiente:

ARTICULO I

Utilización de los materiales, equipo e instalaciones con fines pacíficos

Sección 1. La Argentina se compromete a no utilizar para fines militares durante el período de vigencia del presente Acuerdo los materiales, el equipo o las instalaciones incluidos en el inventario para la Argentina que figura en los párrafos 1 y 2 del Anexo.

Sección 2. Los Estados Unidos se comprometen a no utilizar para fines militares durante el período de vigencia del presente Acuerdo el material fisionable especial incluido en el inventario para los Estados Unidos que figura en el párrafo 3 del Anexo.

Sección 3. El Organismo conviene en aplicar salvaguardias, de conformidad con lo dispuesto en el presente Acuerdo y durante su período de vigencia, a los materiales, equipo e instalaciones mientras estén incluidos en el inventario que figura en el Anexo, a fin de impedir que se utilicen para fines militares. No será necesario aplicar salvaguardias:

a) A los materiales nucleares, excepto cuando la cantidad de material NP de este tipo existente en el territorio del Estado, con inclusión de las cantidades enumeradas en el inventario previsto en el Anexo, sea superior a:

   i) 10 toneladas métricas, si se trata de uranio natural o de uranio empobrecido con un contenido de uranio–235 igual o superior al 0,5%;

   ii) 20 toneladas métricas, si se trata de uranio empobrecido con un contenido de uranio–235 inferior al 0,5%;

   iii) 20 toneladas métricas, si se trata de torio;

   iv) 200 gramos, si se trata de materiales fisionables especiales: plutonio, uranio–233 o uranio totalmente enriquecido, o su equivalente si se trata de uranio parcialmente enriquecido;

b) A los reactores designados por la Argentina y cuya potencia máxima teórica en régimen continuo el Organismo haya determinado ser inferior a tres megavatios térmicos, siempre y cuando la potencia total de los reactores designados por la Argentina en virtud de este Acuerdo y de otros acuerdos en que se prevea la aplicación de las salvaguardias del Organismo en la Argentina no exceda de seis megavatios térmicos;

c) A las minas, al equipo para explotación de minas y a las plantas de tratamiento de minerales.

Sección 4. La Argentina y los Estados Unidos se comprometen a facilitar la aplicación de esas salvaguardias y a cooperar con el Organismo y entre sí para tal fin.

Sección 5. Los Estados Unidos aceptan que los derechos de aplicar salvaguardias al equipo, aparatos y materiales sujetos al Acuerdo de Cooperación, que se les confiere en el Artículo IX de dicho Acuerdo, queden en suspenso respecto de los materiales, equipo e instalaciones incluidos en el inventario para la Argentina que figura en el Anexo. Queda entendido que el presente Acuerdo no modifica en absoluto los demás derechos y obligaciones recíprocos que correspondan a la Argentina y a los Estados Unidos de conformidad con el Artículo IX y con otras disposiciones del Acuerdo de Cooperación, en especial los derechos y obligaciones que deriven del párrafo G del Artículo X. Si la Junta determina, con arreglo al párrafo a) de la Sección 15 o por otras razones, que el Organismo no puede aplicar salvaguardias a dichos materiales, equipo e instalaciones, se les quitará del inventario hasta que la Junta determine que el Organismo puede aplicarlas.

Articulo II

Aplicación de salvaguardias del Organismo

Sección 6. Ambos Gobiernos prepararán, para presentarlo al Organismo, un primer inventario de todos los materiales, equipo e instalaciones sometidos a la jurisdicción de la Argentina y al Acuerdo de Cooperación, y a los que se aplica el sistema de salvaguardias del Organismo. Después de la entrada en vigor del presente Acuerdo, el Organismo comenzará a aplicar salvaguardias a dichos materiales, equipo e instalaciones. A continuación, la Argentina y los Estados Unidos notificarán conjuntamente al Organismo:

a) Toda transferencia de los Estados Unidos a la Argentina, en virtud de su Acuerdo de Cooperación, de materiales, equipo e instalaciones sometidos al sistema de salvaguardias del Organismo;

b) Toda transferencia de la Argentina a los Estados Unidos, de cualquier material fisionable relacionado en el inventario con arreglo a la Sección 8.

Dichos materiales, equipo e instalaciones se inscribirán en el correspondiente inventario del Anexo dentro de los treinta días siguientes a la recepción de la mencionada notificación por el Organismo, y quedarán entonces sometidos a las salvaguardias del Organismo a no ser que éste comunique a ambos Gobiernos que no puede aplicar salvaguardias a esos materiales, equipo e instalaciones.

Sección 7. Las notificaciones a que se refiere la Sección 6 se enviarán normalmente al Organismo a más tardar dos semanas después de la llegada de los materiales, equipo e instalaciones al país destinatario, con la salvedad de que cuando se trate de envíos de uranio natural, uranio empobrecido o torio en cantidades que no excedan de una tonelada bastará con informar al Organismo cada tres meses. En la notificación se especificará el tipo, la forma y la cantidad de material o el tipo y la capacidad del equipo y de las instalaciones de que se trate, la fecha de expedición y la de recibo, la identidad del destinatario y las demás informaciones que sean pertinentes. Los dos Gobiernos se comprometen, además, a notificar al Organismo con la mayor antelación posible toda transferencia de grandes cantidades de materiales nucleares o de equipo e instalaciones importantes. Además, la Parte interesada comunicará al Organismo, a petición de éste, los detalles de diseño que sean necesarios para aplicar las salvaguardias y que se refieran a las instalaciones incluidas en el inventario que figura en el apartado a) del párrafo 1 y en el párrafo 2 del Anexo.

Sección 8. La Argentina notificará al Organismo, en los informes ordinarios relativos a las salvaguardias, todos los materiales fisionables especiales que haya producido durante el período que abarque el informe en los materiales, equipo o instalaciones incluidos en la parte principal del inventario para la Argentina que figura en el Anexo o mediante su utilización. Cuando el Organismo reciba la notificación, los materiales producidos se inscribirán en el inventario, quedando entendido que se considerarán inscritos y, en consecuencia, sujetos a las salvaguardias del Organismo, desde el momento en que se produzcan. El Organismo podrá verificar el cálculo de la cantidad de tales materiales. Cuando proceda, el inventario que figura en el Anexo se rectificará por acuerdo de las Partes interesadas. Hasta que las Partes interesadas lleguen a un acuerdo definitivo se aplicarán los cálculos del Organismo.

Sección 9. La Argentina y los Estados Unidos notificarán conjuntamente al Organismo la devolución a los Estados Unidos de cualquier material, equipo o instalaciones incluidos en el inventario para la Argentina que figura en el Anexo. Una vez recibidos por los Estados Unidos:

a) Los materiales descritos en el párrafo b) de la Sección 6 se pasarán del inventario para la Argentina al inventario para los Estados Unidos;

b) Los demás materiales, equipo e instalaciones se cancelarán del inventario que figura en el Anexo.

Sección 10. La Argentina y los Estados Unidos notificarán conjuntamente al Organismo toda transferencia de los materiales, equipo o instalaciones incluidos en el inventario que figura en el Anexo a un destinatario que no esté bajo la jurisdicción de la Argentina ni de los Estados Unidos. Después de la notificación, dichos materiales, equipo o instalaciones se cancelarán del inventario siempre que:

a) Se les continúen aplicando salvaguardias del Organismo; o bien

b) Se les apliquen otras salvaguardias, compatibles en general con las del Organismo y aceptables para la Argentina y los Estados Unidos, y a reserva de que, de tratarse de los materiales incluidos en el inventario de conformidad con el párrafo b) de la Sección 6 o con la Sección 8, dichas salvaguardias sean también aceptables para el Organismo.

Sección 11. Las notificaciones de los dos Gobiernos a que se refieren las Secciones 9 y 10 se enviarán al Organismo a más tardar dos semanas antes de la transferencia de los materiales, el equipo y las instalaciones. En otros respectos, esas notificaciones se ajustarán en la medida que proceda a las disposiciones de la Sección 7.

Sección 12. La aplicación de salvaguardias del Organismo a materiales nucleares en virtud del presente Acuerdo quedará en suspenso cuando, con el exclusivo objeto de someterlos a ensayo o a tratamiento antes o después de irradiarlos, dichos materiales se trasladen a cualquier otro Estado o grupo de Estados o a una organización internacional en virtud de un acuerdo aprobado por el Organismo, dentro del marco del Acuerdo de Cooperación, o cuando en virtud de un acuerdo aprobado por el Organismo se trasladen a una planta situada en el territorio de la Argentina o en el de los Estados Unidos a la que no se apliquen salvaguardias, a condición de que:

a) En el acuerdo o en el convenio se estipule que se someta a salvaguardias del Organismo, en la fecha que se decida y teniendo debidamente en cuenta las pérdidas que puedan producirse durante el tratamiento, una cantidad del mismo tipo de material nuclear por lo menos igual a la que haya sido trasladada y que no esté ya sujeta a salvaguardias (material que en adelante se denominará "material sustitutivo"); o bien

b) Las cantidades de material trasladadas no excedan en ningún momento de:

   i) 10 toneladas métricas, si se trata de uranio natural o de uranio empobrecido con un contenido de uranio–235 igual o superior al 0,5%;

   ii) 20 toneladas métricas, si se trata de uranio empobrecido con un contenido de uranio–235 inferior al 0,5%;

   iii) 20 toneladas métricas, si se trata de torio;

iv) 1000 gramos, si se trata de materiales fisionables especiales: plutonio, uranio-233 o uranio totalmente enriquecido, o su equivalente si se trata de uranio parcialmente enriquecido.

En el caso de los materiales incluidos en el inventario con arreglo al párrafo b) de la Sección 6, el Organismo se compromete a dar las aprobaciones necesarias para que se puedan suspender las salvaguardias en el territorio de los Estados Unidos.

Sección 13. En el caso de que los materiales se sustituyan con arreglo a la Sección 12, el material sustitutivo se inscribirá desde la fecha de sustitución en el inventario que figura en el Anexo en lugar del material original producido. La suspensión de las salvaguardias a que se refiere la Sección 12 durará todo el tiempo que el material sustitutivo se halle sujeto a las salvaguardias del Organismo o todo el tiempo que las cantidades de materiales para las que no haya sido necesaria la sustitución no excedan de los límites fijados en el párrafo b) de la Sección 12. Siempre y cuando el material original producido vuelva a quedar sometido al sistema de salvaguardias del Organismo previsto en el presente Acuerdo, dicho material se inscribirá en el inventario que figura en el Anexo en lugar del material sustitutivo.

Sección 14. Las salvaguardias que aplicará el Organismo son las que se especifican en la parte V del Documento de las salvaguardias; para la notificación de las transferencias se seguirá los procedimientos descritos en el presente Acuerdo.

Sección 15. Si la Junta determina, de conformidad con el párrafo C del Artículo XII del Estatuto, que se ha dejado de cumplir alguna de las disposiciones del presente Acuerdo, la Junta recurrirá al Estado interesado para que remedie inmediatamente la inobservancia y presente los informes que procedan. Si el Estado no adopta dentro de un plazo razonable las medidas necesarias para ello:

a) El Organismo quedará exonerado de la obligación de aplicar salvaguardias contraída en virtud de la Sección 3 durante todo el tiempo que la Junta determine que el Organismo no puede aplicar eficazmente las salvaguardias previstas en el presente Acuerdo; y

b) La Junta podrá tomar cualquiera de las medidas prescritas en el párrafo C del Artículo XII del Estatuto.

El Organismo notificará inmediatamente a las Partes las determinaciones de la Junta con arreglo a esta Sección.

Articulo III

Inspectores del Organismo

Sección 16. Los inspectores del Organismo que ejerzan sus funciones en virtud del presente Acuerdo se regirán por los párrafos 1 a 7,

9, 10, 12 y 14 del Documento relativo a los inspectores y por el párrafo 41 del Documento de las salvaguardias. Cuando los Estados Unidos invoquen las disposiciones del párrafo a) de la Sección 12 respecto de cualquier material incluido en el inventario de conformidad con el párrafo b) de la Sección 6, quedará entendido que, con respecto al derecho de acceso de los inspectores del Organismo en el territorio de los Estados Unidos de América, se cumplirá lo dispuesto en el párrafo 9 del Documento relativo a los inspectores permitiéndoles que inspeccionen en cualquier momento los materiales sustituidos.

Sección 17. La Argentina aplicará las disposiciones del Acuerdo sobre Privilegios e Inmunidades del Organismo a los inspectores de éste que ejerzan sus funciones como consecuencia del presente Acuerdo y a los bienes del Organismo que utilicen.

Sección 18. Se aplicarán las disposiciones de la International Organizations Inmunities Act (Ley sobre inmunidades de las organizaciones internacionales) de los Estados Unidos a los inspectores que ejerzan sus funciones en dicho país en virtud del presente Acuerdo y a los bienes del Organismo que utilicen.

Articulo IV

Uso de la información por el Organismo

Sección 19. El Organismo se abstendrá de publicar y de comunicar a cualquier Estado, organización o persona que no pertenezca a su plantilla las informaciones que obtenga en virtud del presente Acuerdo y que no sean las informaciones resumidas sobre los inventarios previstos en el Anexo, salvo con el consentimiento del Gobierno del Estado a que se refiera la información. Los detalles concretos de las cuestiones de salvaguardia de los programas de energía nuclear de la Argentina o de los Estados Unidos se podrán comunicar a la Junta y a los funcionarios interesados del Organismo, en la medida necesaria para que el Organismo pueda cumplir sus obligaciones de salvaguardias que le impone el presente Acuerdo.

Articulo V

Cuestiones financieras

Sección 20. En lo que respecta a la ejecución del presente Acuerdo, todos los gastos contraídos por el Organismo, sus inspectores u otros funcionarios suyos, o por orden o petición escrita del Organismo, de sus inspectores o de otros de sus funcionarios, serán sufragados por el Organismo y ni la Argentina ni los Estados Unidos habrán de pagar gasto alguno por el equipo, el alojamiento o los medios de transporte proporcionados conforme al párrafo 6 del Documento relativo a los inspectores.

ARTICULO VI

Solución de controversias

Sección 21. Toda controversia derivada de la interpretación o aplicación del presente Acuerdo que no quede resuelta mediante negociación o por cualquier otro procedimiento convenido entre las Partes se someterá, a petición de cualquiera de ellas, a un tribunal arbitral formado como sigue:

a) Si la controversia afecta sólo a dos de las Partes en el presente Acuerdo, y las tres Partes convienen en que la tercera no está interesada, cada una de las dos Partes afectadas designará un árbitro y los dos árbitros designados elegirán un tercero que actuará como Presidente. Si dentro de los treinta días siguientes a la petición de arbitraje una de las Partes no ha designado árbitro, cualquiera de las Partes en la controversia podrá pedir al Presidente de la Corte Internacional de Justicia que nombre un árbitro. Si dentro de los treinta días siguientes a la designación o nombramiento de los dos árbitros el tercero no ha sido elegido, se seguirá el mismo procedimiento.

b) Si la controversia afecta a las tres Partes en el presente Acuerdo, cada una de ellas designará un árbitro y los tres árbitros designados elegirán por decisión unánime un cuarto árbitro, que actuará como Presidente, y un quinto árbitro. Si dentro de los treinta días siguientes a la petición de arbitraje alguna de las Partes no ha designado árbitro, cualquiera de las Partes podrá pedir al Presidente de la Corte Internacional de Justicia que nombre los árbitros necesarios. Si dentro de los treinta días siguientes a la designación o nombramiento de los tres árbitros no ha sido elegido el Presidente o el quinto árbitro, se seguirá el mismo procedimiento.

La mayoría de los miembros del tribunal arbitral formará quórum y todas las decisiones se adoptarán por mayoría de votos. El procedimiento de arbitraje será determinado por el tribunal. Cuando lo solicite una de las Partes, y si es necesario para garantizar que el presente Acuerdo continúe aplicándose con eficacia, el tribunal arbitral estará facultado para adoptar decisiones provisionales y dictar apremios provisionales hasta que se llegue a una decisión definitiva acerca de cualquier controversia, salvo en lo que respecta a las cuestiones de que trata la Sección 22. La decisión definitiva y los apremios y decisiones provisionales del tribunal, inclusive todos los fallos relativos a su composición, procedimiento, jurisdicción y repartición de gastos de arbitraje entre las Partes, serán obligatorios para todas éstas y ejecutados por ellas. Los árbitros serán remunerados en las mismas condiciones que los magistrados de la Corte Internacional de Justifica designados especialmente conforme al párrafo 4 del Artículo 32 del Estatuto de la Corte.

Sección 22. Las Partes darán efecto inmediatamente a las decisiones adoptadas por la Junta conforme a las Secciones 6 ó 15 y concernientes a la incapacidad del Organismo para aplicar salvaguardias o al incumplimiento de alguna de las disposiciones del presente Acuerdo, si así lo disponen dichas decisiones, hasta que concluya cualquier consulta, negociación o arbitraje que se invoque o se haya invocado en relación con la controversia.

ARTICULO VII

Sistema de salvaguardias del Organismo y definiciones

Sección 23. Los términos "aplicación de salvaguardias", "Director General", "Estatuto", "Junta", "material fisionable especial", "material nuclear", "material NP", "reactor" y "uranio empobrecido" tienen el mismo significado en el presente Acuerdo y en su Anexo que en el Documento de las salvaguardias. El "material sustitutivo" es el descrito en el párrafo a) de la Sección 12. A los efectos del inciso iv) del apartado a) de la Sección 3 y del inciso iv) del apartado b) de la Sección 12, cantidades "equivalentes" de materiales fisionables especiales son las cantidades determinadas con la ecuación que figura en el Apéndice del Documento de las salvaguardias; las cantidades equivalentes de plutonio y de uranio-233 son las mismas que para el uranio totalmente enriquecido. Por "Parte" se entenderá el Organismo, la Argentina o los Estados Unidos.

Sección 24. Las expresiones "sistemas de salvaguardias del Organismo" y "salvaguardias del Organismo" se refieren a los procedimientos de salvaguardia aplicables a los reactores de potencia inferior a 100 MW térmicos, a los materiales nucleares utilizados u obtenidos en estos reactores y a las pequeñas instalaciones de investigación y de desarrollo, como se dispone en el Documento de las salvaguardias (INFCIRC/26, aprobado por la Junta el 31 de enero de 1961) y, por lo que respecta a los inspectores del Organismo, en el Documento relativo a los inspectores (GC(V)/INF/39, Anexo, puesto en vigor por la Junta el 29 de junio de 1961). Si el Organismo modifica ambos Documentos o el alcance del sistema, las Partes podrán aplicar de común acuerdo la totalidad o una parte de dichas modificaciones a los efectos del presente Acuerdo.

ARTICULO VIII

Modificación, entrada en vigor y duración

Sección 25. Las Partes se consultarán, a petición de cualquiera de ellas, acerca de la modificación del presente Acuerdo.

Sección 26. El presente Acuerdo entrará en vigor en la fecha en la que el Organismo acepte el inventario inicial previsto en la Sección 6, después de haber sido firmado por el Director General o, en su nombre y representación, y por los representantes autorizados de la Argentina y de los Estados Unidos.

Sección 27. El presente Acuerdo permanecerá en vigor hasta el 19 de julio de 1969, a menos que cualquiera de las Partes lo denuncie mediante notificación al efecto comunicada a las otras Partes con seis meses de anticipación o por cualquier otro procedimiento que se convenga.

DONE in triplicate in English and Spanish, the texts in both languages being equally authentic.

HECHO en tres ejemplares, en los idiomas español e inglés, siendo igualmente auténtico el texto en cada uno de estos dos idiomas.

For the INTERNATIONAL ATOMIC ENERGY AGENCY:
Por el ORGANISMO INTERNACIONAL DE ENERGIA ATOMICA:

SIGVARD EKLUND	Vienna (City)(Ciudad)	2 December 1964 (Date)(Fecha)

For the GOVERNMENT OF THE ARGENTINE REPUBLIC:
Por el GOBIERNO DE LA REPUBLICA ARGENTINA:

OSCAR A. QUIHILLALT	Vienna (City)(Ciudad)	2 de diciembre de 1964 (Date)(Fecha)

For the GOVERNMENT OF THE UNITED STATES OF AMERICA:
Por el GOBIERNO DE LOS ESTADOS UNIDOS DE AMERICA:

FRANK K. HEFNER	Vienna (City)(Ciudad)	2 December 1964 (Date)(Fecha)

[SEAL]

ANNEX

MATERIALS, EQUIPMENT AND FACILITIES SUBJECT TO AGENCY SAFEGUARDS

Inventories, with respect to Argentina and with respect to the United States, of the materials, equipment and facilities subject to safeguards by the Agency pursuant to this Agreement shall be currently maintained by the Agency on the basis of the notifications, agreements and determinations provided for in Article II of this Agreement, and on the basis of the safeguards reports submitted by the Governments pursuant to this Agreement. These inventories will be considered integral parts of this Agreement, and the Agency will communicate them routinely to Argentina and to the United States every three months and also within two weeks of the receipt of a special request therefor from one of the Governments.

1. The principal part of the inventory with respect to Argentina will consist of at least the following categories:

   (a) Equipment and facilities transferred to Argentina;

   (b) Material transferred to Argentina and any substituted material;

   (c) Special fissionable materials produced in Argentina, as specified in Section 8 of this Agreement, and any substituted material; and

   (d) Nuclear materials utilized in or recovered from any materials, equipment or facilities listed in the principal part of this inventory, and any substituted material.

2. The subsidiary part of the inventory with respect to Argentina will contain any other equipment or facility while it is using, fabricating or processing any material listed in the principal part of this inventory.

3. The inventory with respect to the United States will contain any special fissionable material of whose transfer from Argentina the Agency has been notified pursuant to Section 6(b) of this Agreement, and any substituted material.

ANEXO

MATERIALES, EQUIPO E INSTALACIONES SOMETIDOS A LAS SALVAGUARDIAS DEL ORGANISMO

El Organismo llevará al día un inventario para la Argentina y otro para los Estados Unidos de los materiales, equipo e instalaciones sometidos a las salvaguardias del Organismo de conformidad con el presente Acuerdo, tomando como base las notificaciones, acuerdos y decisiones previstos en el Artículo II del presente Acuerdo y los informes sobre salvaguardias presentados por los Gobiernos en aplicación del presente Acuerdo. Dichos inventarios se considerarán parte integrante del Acuerdo, y el Organismo los comunicará automáticamente a la Argentina y a los Estados Unidos cada tres meses o dentro de un plazo de dos semanas si se lo pide especialmente uno de los Gobiernos.

1. En la parte principal del inventario correspondiente a la Argentina se relacionarán, como mínimo:

a) El equipo y las instalaciones transferidos a la Argentina;

b) Los materiales transferidos a la Argentina y cualquier material sustitutivo;

c) Los materiales fisionables especiales producidos en la Argentina, según se dispone en la Sección 8 del presente Acuerdo, y cualquier material sustitutivo;

d) Los materiales nucleares utilizados en los materiales, el equipo o las instalaciones relacionados en la parte principal de este inventario, o recuperados de los mismos, y cualquier material sustitutivo.

2. En la parte secundaria del inventario para la Argentina se incluirá cualquier otro equipo o instalación durante todo el tiempo que en él se utilice, fabrique o trate alguno de los materiales relacionados en la parte principal de este inventario.

3. En el inventario para los Estados Unidos se incluirá cualquier material fisionable especial cuya transferencia desde la Argentina se haya notificado al Organismo de conformidad con el párrafo b) de la Sección 6 del presente Acuerdo, y cualquier material sustituido.

MULTILATERAL

General Agreement on Tariffs and Trade

Third procès-verbal extending the declaration of November 12, 1959, on the provisional accession of Tunisia to the General Agreement.

Done at Geneva December 14, 1965;

Effective with respect to the United States of America and Tunisia January 6, 1966.

GENERAL AGREEMENT ON TARIFFS AND TRADE

ACCORD GENERAL SUR LES TARIFS DOUANIERS ET LE COMMERCE

THIRD PROCES-VERBAL

EXTENDING THE DECLARATION
ON THE PROVISIONAL ACCESSION OF TUNISIA TO THE GENERAL
AGREEMENT ON TARIFFS AND TRADE

TROISIEME PROCES-VERBAL

PROROGEANT LA VALIDITE DE LA DECLARATION CONCERNANT
L'ACCESSION PROVISOIRE DE LA TUNISIE A L'ACCORD GENERAL
SUR LES TARIFS DOUANIERS ET LE COMMERCE

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14 December 1965

Geneva

THIRD PROCES-VERBAL EXTENDING THE DECLARATION ON THE PROVISIONAL ACCESSION OF TUNISIA TO THE GENERAL AGREEMENT ON TARIFFS AND TRADE

The parties to the Declaration of 12 November 1959 on the Provisional Accession of Tunisia[1] to the General Agreement on Tariffs and Trade (hereinafter referred to as "the Declaration" and "the General Agreement" respectively),

ACTING pursuant to paragraph 6 of the Declaration,

AGREE that:

1. The validity of the Declaration is extended for a further two years by changing the date in paragraph 6 to "31 December 1967".

2. This Procès-Verbal shall be deposited with the Director-General to the CONTRACTING PARTIES to the General Agreement. It shall be open for acceptance, by signature or otherwise, by Tunisia and by the participating governments to the Declaration. It shall become effective between the Government of Tunisia and any participating government as soon as it shall have been accepted by the Government of Tunisia and such government.[2]

3. The Director-General shall furnish a certified copy of this Procès-Verbal and a notification of each acceptance thereof to the Government of Tunisia, to each contracting party to the General Agreement, to each government which has acceded provisionally thereto and to each government which enters into negotiations for accession.

DONE at Geneva this fourteenth day of December one thousand nine hundred and sixty-five in a single copy in the English and French languages, both texts being authentic.

[1] TIAS 4498, 4958, 5809; 11 UST 1538; 13 UST 189; 16 UST 774.

[2] Accepted by the United States of America Dec. 30, 1965, and by Tunisia Jan. 6, 1966; effective with respect to the United States of America and Tunisia Jan. 6, 1966.

TROISIEME PROCES-VERBAL PROROGEANT LA VALIDITE DE LA DECLARATION CONCERNANT L'ACCESSION PROVISOIRE DE LA TUNISIE A L'ACCORD GENERAL SUR LES TARIFS DOUANIERS ET LE COMMERCE

Les parties à la Déclaration du 12 novembre 1959 concernant l'accession provisoire de la Tunisie à l'Accord général sur les tarifs douaniers et le commerce (instruments ci-après dénommés "la Déclaration" et "l'Accord général", respectivement),

AGISSANT en conformité du paragraphe 6 de la Déclaration,

CONVIENNENT ce qui suit:

1. La validité de la Déclaration est prorogée pour une nouvelle période de deux ans, la date mentionnée au paragraphe 6 étant remplacée par la date du "31 décembre 1967".

2. Le présent procès-verbal sera déposé auprès du Directeur général des PARTIES CONTRACTANTES à l'Accord général. Il sera ouvert à l'acceptation, par voie de signature ou autrement, de la Tunisie et des gouvernements participant à la Déclaration. Il entrera en vigueur entre le gouvernement de la Tunisie et tout gouvernement participant dès que le gouvernement de la Tunisie et ledit gouvernement participant l'auront accepté.

3. Le Directeur général transmettra au gouvernement de la Tunisie, à chaque partie contractante à l'Accord général, à chaque gouvernement qui a accédé provisoirement audit Accord et à chaque gouvernement qui engagerait des négociations d'accession, une copie certifiée conforme du présent procès-verbal et leur donnera notification de chaque acceptation dudit procès-verbal.

FAIT à Genève, le quatorze décembre mil neuf cent soixante-cinq, en un seul exemplaire en langues française et anglaise, les deux textes faisant également foi.

For the Argentine Republic:	*Pour la République Argentine:*
For the Commonwealth of Australia:	*Pour le Commonwealth d'Australie:*
For the Republic of Austria:	*Pour la République d'Autriche:*
For the Kingdom of Belgium:	*Pour le Royaume de Belgique:*
For the United States of Brazil:	*Pour les Etats-Unis du Brésil:*
For the Union of Burma:	*Pour l'Union birmane:*
For the Republic of Burundi:	*Pour la République du Burundi:*
For the Federal Republic of Cameroon:	*Pour la République fédérale du Cameroun:*
For Canada:	*Pour le Canada:*
For the Central African Republic:	*Pour la République centrafricaine:*
For Ceylon:	*Pour Ceylan:*
For the Republic of Chad:	*Pour la République du Tchad:*
For the Republic of Chile:	*Pour la République du Chili:*
For the Republic of the Congo (Brazzaville):	*Pour la République du Congo (Brazzaville):*
For the Republic of Cuba:	*Pour la République de Cuba:*
For the Republic of Cyprus:	*Pour la République de Chypre:*
For the Czechoslovak Socialist Republic:	*Pour la République socialiste tchécoslovaque:*
For the Republic of Dahomey:	*Pour la République du Dahomey:*
For the Kingdom of Denmark:	*Pour le Royaume de Danemark:*
For the Dominican Republic:	*Pour la République dominicaine:*
For the Republic of Finland:	*Pour la République de Finlande:*
For the French Republic:	*Pour la République française:*
For the Republic of Gabon:	*Pour la République gabonaise:*
For the Gambia:	*Pour la Gambie:*
For the Federal Republic of Germany:	*Pour la République fédérale d'Allemagne:*

For the Republic of Ghana:	*Pour la République du Ghana:*
For the Kingdom of Greece:	*Pour le Royaume de Grèce:*
For the Republic of Haiti:	*Pour la République d'Haïti:*
For the Republic of Iceland:	*Pour la République d'Islande:*
For the Republic of India:	*Pour la République de l'Inde:*
For the Republic of Indonesia:	*Pour la République d'Indonésie:*
For the State of Israel:	*Pour l'Etat d'Israël:*
For the Republic of Italy:	*Pour la République d'Italie:*
For the Republic of the Ivory Coast:	*Pour la République de Côte-d'Ivoire:*
For Jamaica:	*Pour la Jamaïque:*
For Japan:	*Pour le Japon:*
For Kenya:	*Pour le Kenya:*
For the State of Kuwait:	*Pour l'Etat de Koweït:*
For the Grand-Duchy of Luxemburg:	*Pour le Grand-Duché de Luxembourg:*
For the Republic of Madagascar:	*Pour la République malgache:*
For Malawi:	*Pour le Malawi:*
For Malaysia:	*Pour la Malaysia:*
For Malta:	*Pour Malte:*
For the Islamic Republic of Mauritania:	*Pour la République islamique de Mauritanie:*
For the Kingdom of the Netherlands:	*Pour le Royaume des Pays-Bas:*
For New Zealand:	*Pour la Nouvelle-Zélande:*
For the Republic of Nicaragua:	*Pour la République de Nicaragua:*
For the Republic of the Niger:	*Pour la République du Niger:*
For the Federal Republic of Nigeria:	*Pour la République fédérale de Nigéria:*

For the Kingdom of Norway:	*Pour le Royaume de Norvège:*
For Pakistan:	*Pour le Pakistan:*
For the Republic of Peru:	*Pour la République du Pérou:*
For the Portuguese Republic:	*Pour la République du Portugal:*
For Rhodesia:	*Pour la Rhodésie:*
For the Republic of Senegal:	*Pour la République du Sénégal:*
For Sierra Leone:	*Pour le Sierra Leone:*
For the Republic of South Africa:	*Pour la République sud-africaine:*
For the Spanish State:	*Pour l'Etat espagnol:*
For the Kingdom of Sweden:	*Pour le Royaume de Suède:*
For the Swiss Confederation:	*Pour la Confédération suisse:*
For the United Republic of Tanzania:	*Pour la République-Unie de la Tanzanie:*
For the Republic of Togo:	*Pour la République du Togo:*
For Trinidad and Tobago:	*Pour la Trinité et Tobago:*
For the Republic of Tunisia:	*Pour la République tunisienne:*
For the Republic of Turkey:	*Pour la République de Turquie:*
For Uganda:	*Pour l'Ouganda:*
For the United Arab Republic:	*Pour la République arabe unie:*
For the United Kingdom of Great Britain and Northern Ireland:	*Pour le Royaume-Uni de Grande-Bretagne et d'Irlande du Nord:*
For the United States of America:	*Pour les Etats-Unis d'Amérique:*
For the Republic of Upper Volta:	*Pour la République de Haute-Volta:*
For the Eastern Republic of Uruguay:	*Pour la République orientale de l'Uruguay:*
For the Socialist Federal Republic of Yugoslavia:	*Pour la République socialiste fédérative de Yougoslavie:*

I hereby certify that the foregoing text is a true copy of the Third Procès-Verbal Extending the Declaration on the Provisional Accession of Tunisia to the General Agreement on Tariffs and Trade, done at Geneva on 14 December 1965, the original of which is deposited with the Director-General of the CONTRACTING PARTIES to the General Agreement on Tariffs and Trade.

Je certifie que le texte qui précède est la copie conforme du Troisième Procès-verbal portant prorogation de la Déclaration concernant l'accession provisoire de la Tunisie à l'Accord général sur les tarifs douaniers et le commerce, établi à Genève le 14 décembre 1965, dont le texte original est déposé auprès du Directeur général des PARTIES CONTRACTANTES à l'Accord général sur les tarifs douaniers et le commerce.

E. WYNDHAM WHITE

Director-General
Geneva

Directeur général
Genève

CANADA

Extension of Loan of Vessel

Agreement effected by exchange of notes
Signed at Washington May 11, 1966;
Entered into force May 11, 1966.

The Canadian Ambassador to the Secretary of State

CANADIAN EMBASSY
AMBASSADE DU CANADA

SIR,

I have the honour to refer to the Exchange of Notes of July 20, August 23 and August 31, 1960[1] between Canada and the United States of America which provided for the loan of the submarine U.S.S. "Burrfish", S.S.R. 312, to Canada for the purpose of anti-submarine warfare training, on the basis of certain agreed understandings, and to recent discussions between representatives of our two Governments concerning the extension of the loan, which is due to terminate on May 11, 1966.

In accordance with the terms of our third understanding, which is recorded in paragraph 3 of the note of July 20, 1960 from your Government, I am instructed to request your Government to agree to extend the loan of the submarine to my Government for an additional period of five years for continued use in anti-submarine warfare training, such extension to be for the period May 11, 1966 to May 11, 1971.

I further request that the extension of the loan of the submarine be upon the same understandings between our two Governments as are recorded in the Exchange of Notes referred to in my first paragraph above, except that there should be an additional understanding whereby Canada may terminate the loan at any time on giving notice to the United States Government six months in advance of the intended date of termination.

If these proposals are acceptable to your Government, I have the further honour to propose that this note and your reply thereto shall constitute an Agreement between our two Governments, effective on the date of your reply, for an extension of the loan of the submarine

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[1] TIAS 4593; 11 UST 2214.

U.S.A. "Burrfish" to Canada for a further period of five years terminating on May 11, 1971.

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

C. S. A. RITCHIE

WASHINGTON, D.C.,
May 11, 1966.

The Honorable
DEAN RUSK,
Secretary of State,
Washington, D.C.

The Secretary of State to the Canadian Ambassador

DEPARTMENT OF STATE
WASHINGTON
May 11 1966

EXCELLENCY:

I have the honor to refer to your Government's request for extension of the period of the loan of the U.S.S. "Burrfish" provided for in an agreement effected by an exchange of notes signed on July 20, August 23, and August 31, 1960, and to confirm my Government's agreement to such extension upon the understandings set forth in your note of May 11, 1966, on this subject.

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

For the Secretary of State:
WALTER J. STOESSEL, Jr.

His Excellency
C. S. A. RITCHIE,
Ambassador of Canada.

TUNISIA

Agricultural Commodities

Agreement amending the agreement of February 17, 1965, as amended.
Effected by exchange of notes
Signed at Tunis April 29, 1966;
Entered into force April 29, 1966.

The American Chargé d'Affaires ad interim to the Tunisian Secretary of State for Foreign Affairs

No. 1913 TUNIS, *April 29, 1966*

EXCELLENCY:

I have the honor to refer to the Agricultural Commodities Agreement between our two Governments of February 17, 1965 as amended[1] and propose that the commodity table in Paragraph 1, Article I of the Agreement be amended by decreasing the amount for wheat to $5,386,000 and, for cottonseed and/or soybean oil, changing the delivery period to January 1, 1965 through June 30, 1966 and increasing the amount to $5,976,000.

It is proposed that this Note and your reply concurring therein shall constitute Agreement between our two Governments to enter into force on the date of your reply.

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

JAMES L. O'SULLIVAN
Chargé d'Affaires ad interim

His Excellency
HABIB BOURGUIBA, Jr.
Secretary of State for Foreign Affairs
Tunis.

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[1] TIAS 5767, 5908; 16 UST 97, 1770.

The Director of International Cooperation, Tunisian Secretariat of State for Foreign Affairs to the American Chargé d'Affaires ad interim

RÉPUBLIQUE TUNISIENNE

SECRÉTARIAT D'ÉTAT
AUX AFFAIRES ÉTRANGÈRES

N° 1419 /AE/ TUNIS, *le April 29, 1966*

SIR,

I have the honor to acknowledge receipt of your following letter:

"I have the honor to refer to the Agricultural Commodities Agreement between our two Governments of February 17, 1965 as amended and propose that the commodity table in Paragraph I, Article I of the Agreement be amended by decreasing the amount for wheat to $5,386,000 and, for cottonseed and/or soybean oil, changing the delivery period to January 1, 1965 through June 30, 1966 and increasing the amount to $5,976,000.

It is proposed that this Note and your reply concurring therein shall constitute Agreement between our two governments to enter into force on the date of your reply".

I have the honor to confirm the agreement of the Government of Tunisia on the above understanding.

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

[SEAL] I KHELIL

Mr. JAMES L. O'SULLIVAN
Chargé d'Affaires ad interim
of the Embassy of the United States
of America
-Tunis-

MULTILATERAL

General Agreement on Tariffs and Trade

Procès-Verbal extending the declaration of November 13, 1962, on the provisional accession of Yugoslavia to the General Agreement.
Done at Geneva December 14, 1965;
Entered into force with respect to the United States of America December 30, 1965.

GENERAL AGREEMENT ON TARIFFS AND TRADE

ACCORD GENERAL SUR LES TARIFS DOUANIERS ET LE COMMERCE

PROCES-VERBAL

EXTENDING THE DECLARATION
ON THE PROVISIONAL ACCESSION OF YUGOSLAVIA TO THE GENERAL
AGREEMENT ON TARIFFS AND TRADE

PROCES-VERBAL

PROROGEANT LA VALIDITE DE LA DECLARATION CONCERNANT
L'ACCESSION PROVISOIRE DE LA YOUGOSLAVIE A L'ACCORD GENERAL
SUR LES TARIFS DOUANIERS ET LE COMMERCE

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14 December 1965

Geneva

PROCES-VERBAL EXTENDING THE DECLARATION ON THE PROVISIONAL ACCESSION OF YUGOSLAVIA TO THE GENERAL AGREEMENT ON TARIFFS AND TRADE

The parties to the Declaration of 13 November 1962 on the Provisional Accession of Yugoslavia to the General Agreement on Tariffs and Trade[1] (hereinafter referred to as "the Declaration" and "the General Agreement" respectively),

ACTING pursuant to the fourth paragraph of the Declaration,

AGREE that:

1. The period of validity of the Declaration is extended by changing the date in the fourth paragraph to "30 June 1966".

2. This Procès-Verbal shall be deposited with the Director-General to the CONTRACTING PARTIES to the General Agreement. It shall be open for acceptance by signature or otherwise, by Yugoslavia and by the participating governments to the Declaration. It shall become effective between the Government of Yugoslavia and any participating government as soon as it shall have been accepted by the Government of Yugoslavia and such government.[2]

3. The Director-General shall furnish a certified copy of this Procès-Verbal and a notification of each acceptance thereof to the Government of Yugoslavia, to each contracting party to the General Agreement, to each government, which has acceded provisionally thereto, and to each government which enters into negotiations for accession.

DONE at Geneva this fourteenth day of December one thousand nine hundred and sixty-five, in a single copy in the English and French languages, both texts being authentic.

[1] TIAS 5678; 15 UST 1997.

[2] Accepted by Yugoslavia Dec. 23, 1965, and by the United States of America Dec. 30, 1965. Entered into force with respect to the United States of America Dec. 30, 1965.

PROCES-VERBAL PROROGEANT LA VALIDITE DE LA DECLARATION CONCERNANT L'ACCESSION PROVISOIRE DE LA YOUGOSLAVIE A L'ACCORD GENERAL SUR LES TARIFS DOUANIERS ET LE COMMERCE

Les parties à la Déclaration du 13 novembre 1962 concernant l'accession provisoire de la Yougoslavie à l'Accord général sur les tarifs douaniers et le commerce (instruments ci-après dénommés "la Déclaration" et "l'Accord général" respectivement),

AGISSANT en conformité du quatrième paragraphe de la Déclaration,

CONVIENNENT ce qui suit:

1. La validité de la Déclaration est prorogée, la date mentionnée au quatrième paragraphe étant remplacée par la date du "30 juin 1966".

2. Le présent procès-verbal sera déposé auprès du Directeur général des PARTIES CONTRACTANTES à l'Accord général. Il sera ouvert à l'acceptation, par voie de signature ou autrement, de la Yougoslavie et des gouvernements participant à la Déclaration. Il entrera en vigueur entre le gouvernement de la Yougoslavie et tout gouvernement participant dès que le gouvernement yougoslave et ledit gouvernement participant l'auront accepté.

3. Le Directeur général transmettra au gouvernement de la Yougoslavie, à chaque partie contractante à l'Accord général, à chaque gouvernement qui a accédé provisoirement audit Accord et à chaque gouvernement qui engagerait des négociations d'accession, une copie certifiée conforme du présent procès-verbal et leur donnera notification de chaque acceptation dudit procès-verbal.

FAIT à Genève, le quatorze décembre mil neuf cent soixante-cinq, en un seul exemplaire en langues française et anglaise, les deux textes faisant également foi.

For the Argentine Republic:	*Pour la République Argentine:*
For the Commonwealth of Australia:	*Pour le Commonwealth d'Australie:*
For the Republic of Austria:	*Pour la République d'Autriche:*
For the Kingdom of Belgium:	*Pour le Royaume de Belgique:*
For the United States of Brazil:	*Pour les Etats-Unis du Brésil:*
For the Union of Burma:	*Pour l'Union birmane:*
For the Republic of Burundi:	*Pour la République du Burundi:*
For the Federal Republic of Cameroon:	*Pour la République fédérale du Cameroun:*
For Canada:	*Pour le Canada:*
For the Central African Republic:	*Pour la République centrafricaine:*
For Ceylon:	*Pour Ceylan:*
For the Republic of Chad:	*Pour la République du Tchad:*
For the Republic of Chile:	*Pour la République du Chili:*
For the Republic of the Congo (Brazzaville):	*Pour la République du Congo (Brazzaville):*
For the Republic of Cuba:	*Pour la République de Cuba:*
For the Republic of Cyprus:	*Pour la République de Chypre:*
For the Czechoslovak Socialist Republic:	*Pour la République socialiste tchécoslovaque:*
For the Republic of Dahomey:	*Pour la République du Dahomey:*
For the Kingdom of Denmark:	*Pour le Royaume de Danemark:*
For the Dominican Republic:	*Pour la République dominicaine:*
For the Republic of Finland:	*Pour la République de Finlande:*
For the French Republic:	*Pour la République française:*
For the Republic of Gabon:	*Pour la République gabonaise:*
For the Gambia:	*Pour la Gambie:*
For the Federal Republic of Germany:	*Pour la République fédérale d'Allemagne:*

For the Republic of Ghana:	*Pour la République du Ghana:*
For the Kingdom of Greece:	*Pour le Royaume de Grèce:*
For the Republic of Haiti:	*Pour la République d'Haïti:*
For the Republic of Iceland:	*Pour la République d'Islande:*
For the Republic of India:	*Pour la République de l'Inde:*
For the Republic of Indonesia:	*Pour la République d'Indonésie:*
For the State of Israel:	*Pour l'Etat d'Israël:*
For the Republic of Italy:	*Pour la République d'Italie:*
For the Republic of the Ivory Coast:	*Pour la République de Côte-d'Ivoire:*
For Jamaica:	*Pour la Jamaïque:*
For Japan:	*Pour le Japon:*
For Kenya:	*Pour le Kenya:*
For the State of Kuwait:	*Pour l'Etat de Koweït:*
For the Grand-Duchy of Luxemburg:	*Pour le Grand-Duché de Luxembourg:*
For the Republic of Madagascar:	*Pour la République malgache:*
For Malawi:	*Pour le Malawi:*
For Malaysia:	*Pour la Malaysia:*
For Malta:	*Pour Malte:*
For the Islamic Republic of Mauritania:	*Pour la République islamique de Mauritanie:*
For the Kingdom of the Netherlands:	*Pour le Royaume des Pays-Bas:*
For New Zealand:	*Pour la Nouvelle-Zélande:*
For the Republic of Nicaragua:	*Pour la République de Nicaragua:*
For the Republic of the Niger:	*Pour la République du Niger:*
For the Federal Republic of Nigeria:	*Pour la République fédérale de Nigéria:*

For the Kingdom of Norway:	*Pour le Royaume de Norvège:*
For Pakistan:	*Pour le Pakistan:*
For the Republic of Peru:	*Pour la République du Pérou:*
For the Portuguese Republic:	*Pour la République du Portugal:*
For Rhodesia:	*Pour la Rhodésie:*
For the Republic of Senegal:	*Pour la République du Sénégal:*
For Sierra Leone:	*Pour le Sierra Leone:*
For the Republic of South Africa:	*Pour la République sud-africaine:*
For the Spanish State:	*Pour l'Etat espagnol:*
For the Kingdom of Sweden:	*Pour le Royaume de Suède:*
For the Swiss Confederation:	*Pour la Confédération suisse:*
For the United Republic of Tanzania:	*Pour la République-Unie de la Tanzanie:*
For the Republic of Togo:	*Pour la République du Togo:*
For Trinidad and Tobago:	*Pour la Trinité et Tobago:*
For the Republic of Tunisia:	*Pour la République tunisienne:*
For the Republic of Turkey:	*Pour la République de Turquie:*
For Uganda:	*Pour l'Ouganda:*
For the United Arab Republic:	*Pour la République arabe unie:*
For the United Kingdom of Great Britain and Northern Ireland:	*Pour le Royaume-Uni de Grande-Bretagne et d'Irlande du Nord:*
For the United States of America:	*Pour les Etats-Unis d'Amérique:*
For the Republic of Upper Volta:	*Pour la République de Haute-Volta:*
For the Eastern Republic of Uruguay:	*Pour la République orientale de l'Uruguay:*
For the Socialist Federal Republic of Yugoslavia:	*Pour la République socialiste fédérative de Yougoslavie:*

I hereby certify that the foregoing text is a true copy of the Procès-Verbal Extending the Declaration on the Provisional Accession of the Federal People's Republic of Yugoslavia to the General Agreement on Tariffs and Trade, done at Geneva on 14 December 1965, the original of which is deposited with the Director-General of the CONTRACTING PARTIES to the General Agreement on Tariffs and Trade.

Je certifie que le texte qui précède est la copie conforme du Procès-verbal prorogeant la validité de la Déclaration concernant l'accession provisoire de la République populaire fédérative de Yougoslavie à l'Accord général sur les tarifs douaniers et le commerce, établi à Genève le 14 décembre 1965, dont le texte original est déposé auprès du Directeur général des PARTIES CONTRACTANTES à l'Accord général sur les tarifs douaniers et le commerce.

E. WYNDHAM WHITE

Director-General
Geneva

Directeur général
Genève

GREECE

Trade in Cotton Textiles

Agreement amending the agreement of July 17, 1964.
Effected by exchange of notes
Signed at Washington May 23, 1966;
Entered into force May 23, 1966;
Effective September 1, 1965.

The Secretary of State to the Greek Minister of Commerce

DEPARTMENT OF STATE
WASHINGTON
May 23, 1966

EXCELLENCY:

I have the honor to refer to our discussions concerning the exports of cotton textiles from Greece to the United States and to the cotton textile agreement between our two Governments effected by an exchange of notes dated July 17, 1964. [1]

I propose that the amended agreement, effective as of September 1, 1965, shall read as follows:

"1. The Government of Greece shall limit annual exports to the United States in all categories of cotton textiles for the twelve-month period beginning September 1, 1964, in accordance with the following:

(a) Yarn (categories 1–4) 1 million pounds.

(b) Fabrics and made-up goods (categories 5–38, 64) 1 million square yards equivalent.

(c) Apparel (categories 39–63) 200,000 square yards equivalent.

2. The limitation on yarn may be exceeded in any agreement year after August 31, 1965 by the amount by which exports of other cotton textiles from Greece to the United States are less than the sum of the limitations applicable to fabrics, made-up goods and apparel for that year.

3. Within the ceiling for fabrics and made-up goods, exports in any one category shall not exceed 200,000 square yards equivalent in

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[1] TIAS 5618; 15 UST 1439.

any agreement year except by mutual agreement of the two Governments.

4. In the second and succeeding twelve-month periods for which any limitation or ceiling is in force under this agreement, the level of exports permitted under such limitation or ceiling shall be increased by five percent over the corresponding level for the preceding twelve-month period.

5. The Government of Greece shall space exports in the yarn categories 1, 2, 3 and 4 as evenly as practicable within an agreement year except that exports in this group of categories may be permitted to reach 75 percent of the annual level during the first six months of the first agreement year.

6. In the event of undue concentration in exports from Greece to the United States of yarn in categories 2, 3 or 4, the Government of the United States of America may request consultation with the Government of Greece in order to reach a mutually satisfactory solution to the problem. The Government of Greece shall enter into such consultations when requested. Until a mutually satisfactory solution is reached, the Government of Greece shall limit the exports from Greece to the United States of yarn in the category in question starting with the twelve-month period beginning on the date of the request for consultation. This limit shall be one hundred five percent of the exports from Greece to the United States of that category of yarn during the most recent twelve-month period preceding the request for consultation for which statistics are available to our two Governments on the date of the request.

7. Each Government agrees to supply promptly any available statistical data requested by the other Government. In the implementation of this agreement, the system of categories and the factors for conversion into square yards equivalent set forth in the Annex [1] hereto shall apply.

8. For the duration of this agreement, the Government of the United States of America shall not invoke the procedures of Articles 6(c) and 3 of the Long-Term Arrangement Regarding International Trade in Cotton Textiles done at Geneva on February 9, 1962 [2] to request restraint on the export of cotton textiles from Greece to the United States.

9. The Governments agree to consult on any questions arising in the implementation of this agreement.

10. The agreement shall continue in force through August 31, 1970. As used herein, the term "agreement year" means a twelve-month period from September 1 through August 31. Either Government may propose revisions in the terms of the agreement, or may terminate the agreement at any time giving notice of at least 30 days prior to that proposed revision or termination."

[1] TIAS 5618; 15 UST 1441, 1442.

[2] TIAS 5240; 13 UST 2677, 2675.

In addition, in view of the special circumstances mentioned in our discussion I propose that, on a one-time basis, an additional two million pounds of yarn may be exported from Greece to the United States during the twelve-month period beginning September 1, 1965 without being charged against the limitations of the agreement.

If these proposals are acceptable to the Government of Greece, I shall appreciate receiving your note to this effect. This note and Your Excellency's note indicating the acceptability of these proposals on behalf of the Government of Greece shall constitute an amendment to the agreement.

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

For the Secretary of State:

ANTHONY M. SOLOMON

His Excellency
EMMANUEL KOTHRIS,
Minister of Commerce of Greece.

The Greek Minister of Commerce to the Secretary of State

MAY 23, 1966

EXCELLENCY:

I have the honor to acknowledge receipt of your note of 23 May, 1966, concerning trade in cotton textiles between Greece and the United States which reads as follows:

"Excellency:

I have the honor to refer to our discussions concerning the exports of cotton textiles from Greece to the United States and to the cotton textile agreement between our two Governments effected by an exchange of notes dated July 17, 1964.

I propose that the amended agreement, effective as of September 1, 1965, shall read as follows:

'1. The Government of Greece shall limit annual exports to the United States in all categories of cotton textiles for the twelve-month period beginning September 1, 1964, in accordance with the following:

(a) Yarn (categories 1–4) 1 million pounds.

(b) Fabrics and made-up goods (categories 5–38, 64) 1 million square yards equivalent.

(c) Apparel (categories 39–63) 200,000 square yards equivalent.

2. The limitation on yarn may be exceeded in any agreement year after August 31, 1965 by the amount by which exports of other cot-

ton textiles from Greece to the United States are less than the sum of the limitations applicable to fabrics, made-up goods and apparel for that year.

3. Within the ceiling for fabrics and made-up goods, exports in any one category shall not exceed 200,000 square yards equivalent in any agreement year except by mutual agreement of the two Governments.

4. In the second and succeeding twelve-month periods for which any limitation or ceiling is in force under this agreement, the level of exports permitted under such limitation or ceiling shall be increased by five percent over the corresponding level for the preceding twelve-month period.

5. The Government of Greece shall space exports in the yarn categories 1, 2, 3 and 4 as evenly as practicable within an agreement year except that exports in this group of categories may be permitted to reach 75 percent of the annual level during the first six months of the first agreement year.

6. In the event of undue concentration in exports from Greece to the United States of yarn in categories 2, 3 or 4, the Government of the United States of America may request consultation with the Government of Greece in order to reach a mutually satisfactory solution to the problem. The Government of Greece shall enter into such consultations when requested. Until a mutually satisfactory solution is reached, the Government of Greece shall limit the exports from Greece to the United States of yarn in the category in question starting with the twelve-month period beginning on the date of the request for consultation. This limit shall be one hundred five percent of the exports from Greece to the United States of that category of yarn during the most recent twelve-month period preceding the request for consultation for which statistics are available to our two Governments on the date of the request.

7. Each Government agrees to supply promptly any available statistical data requested by the other Government. In the implementation of this agreement, the system of categories and the factors for conversion into square yards equivalent set forth in the Annex hereto shall apply.

8. For the duration of this agreement, the Government of the United States of America shall not invoke the procedures of Articles 6(c) and 3 of the Long-Term Arrangement Regarding International Trade in Cotton Textiles done at Geneva on February 9, 1962 to request restraint on the export of cotton textiles from Greece to the United States.

9. The Governments agree to consult on any questions arising in the implementation of this agreement.

10. The agreement shall continue in force through August 31, 1970. As used herein, the term 'agreement year' means a twelve-month period from September 1 through August 31. Either Government may

propose revisions in the terms of the agreement, or may terminate the agreement at any time giving notice of at least 30 days prior to that proposed revision or termination.'

In addition, in view of the special circumstances mentioned in our discussion I propose that, on a one-time basis, an additional two million pounds of yarn may be exported from Greece to the United States during the twelve-month period beginning September 1, 1965 without being charged against the limitations of the agreement.

If these proposals are acceptable to the Government of Greece, I shall appreciate receiving your note to this effect. This note and Your Excellency's note indicating the acceptability of these proposals on behalf of the Government of Greece shall constitute an amendment to the agreement.

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

For the Secretary of State:"

I have the honor to inform you that the proposals contained in your note are acceptable to the Government of Greece and that my Government considers that your note and this reply constitute an amendment of the cotton textile agreement between our two Governments.

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

EMMANUEL KOTHRIS

His Excellency
DEAN RUSK,
Secretary of State of the
United States of America.

MULTILATERAL

Agricultural Commodities: Sales Under Title IV

Agreement signed at Dar-es-Salaam February 18, 1966, and at Nairobi February 19 and 22 and March 4, 1966;
Entered into force March 4, 1966.
With memorandum of understanding.

AGRICULTURAL COMMODITIES AGREEMENT BETWEEN THE UNITED STATES OF AMERICA AND KENYA, TANZANIA, UGANDA, AND THE EAST AFRICAN COMMON SERVICES ORGANIZATION UNDER TITLE IV OF THE AGRICULTURAL TRADE DEVELOPMENT AND ASSISTANCE ACT, AS AMENDED

The Government of the United States of America and the Government of Kenya, the Government of Tanzania, the Government of Uganda, and the East African Common Services Organization:

Recognizing the desirability of expanding trade in agricultural commodities between the United States of America and Kenya, Tanzania, and Uganda in a manner which would utilize agricultural commodities, including the products thereof, produced in the United States of America to assist economic development in Kenya, Tanzania, and Uganda;

Recognizing that such expanded trade should be carried on in a manner which would not displace cash marketing of the United States of America in those commodities or unduly disrupt world prices of agricultural commodities or normal patterns of commercial trade with friendly countries;

Recognizing further that by providing such commodities to Kenya, Tanzania, and Uganda under long-term supply and credit arrangements, the resources and manpower of those countries can be utilized more effectively for economic development without jeopardizing meanwhile adequate supplies of agricultural commodities for domestic use;

Desiring to set forth the understandings which will govern the sales, as specified below, of commodities to the Government of Kenya, the Government of Tanzania, and the Government of Uganda (hereinafter referred to as the "East African Governments") through the East African Common Services Organization (hereinafter referred to as

EACSO), which hereby undertakes to act as their importing agent, pursuant to Title IV of the Agricultural Trade Development and Assistance Act,[1] as amended (hereinafter referred to as the Act):

Have agreed as follows:

ARTICLE I

COMMODITY SALES PROVISIONS

1. Subject to issuance by the Government of the United States of America and acceptance by EACSO of credit purchase authorizations and the availability of commodities under the Act at the time of exportation, the Government of the United States of America undertakes to finance during the period specified in the following table or such longer period as may be authorized by the Government of the United States of America, sales for United States dollars, to purchasers authorized by EACSO of the following commodities:

Commodity	Supply Period	Approximate Maximum Quantity (metric tons)	Maximum Export Market Value To be Financed (----1,000----)
Wheat	U.S. Calendar Year 1966	50, 000	$2, 910
Ocean transportation (estimated)			664
			$3, 574

The total amount of financing provided in the credit purchase authorizations shall not exceed the above-specified export market value to be financed, except that additional financing for ocean transportation will be provided if the estimated amount for financing shipments required to be made on the United States flag vessels proves to be insufficient. It is understood that the Government of the United States of America will, as price declines or other marketing factors may require, limit the amount of financing provided in the credit purchase authorizations so that the quantities of commodities financed will not substantially exceed the above-specified approximate maximum quantities.

2. Credit purchase authorizations will include provisions relating to the sale and delivery of such commodities and other relevant matters.

3. The financing, sale, and delivery of commodities hereunder may be terminated by any party to this Agreement if that party determines

[1] 73 Stat. 610; 7 U.S.C. §§ 1731–1736.

that because of changed conditions the continuation of such financing, sale, and delivery is unnecessary or undesirable.

ARTICLE II

CREDIT PROVISIONS

1. Each of the East African Governments will pay or cause to be paid in United States dollars to the Government of the United States of America for the commodities specified in Article I and related ocean transportation (except excess ocean transportation costs resulting from the requirement that United States flag vessels be used), one-third of the total amount financed by the Government of the United States of America together with interest thereon.

2. The principal amount due for commodities delivered in each calendar year under this Agreement, including the applicable ocean transportation costs related to such deliveries, shall be paid in 19 approximately equal annual payments, the first of which shall become due two years after the date of last delivery of commodities in such calendar year. Any annual payment may be made prior to the due date thereof.

3. Interest on the unpaid balance of the principal amount due the Government of the United States of America for commodities delivered in each calendar year shall begin on the date of the last delivery of commodities in such calendar year and be paid not later than the date on which the annual payment of principal becomes due. The interest shall be computed at the rate of one percent per annum during the period from the date of last delivery of commodities in such calendar year to the due date of the first annual payment of principal and at two and a half percent per annum thereafter.

4. All payments shall be made in United States dollars and the East African Governments shall deposit or cause to be deposited such payments in the United States Treasury for credit to the Commodity Credit Corporation, unless another depository is agreed upon by the United States and East African Governments.

5. The parties to this Agreement will each establish appropriate procedures to facilitate the reconciliation of their respective records of the amounts financed with respect to the commodities delivered during each calendar year. Any discrepancies between the amounts of commodities received by each of the three East African countries parties to this Agreement and one-third of the total amount financed by the Government of the United States of America will be a matter for adjustment among the East African Governments and will not reduce or postpone their individual obligations to pay the Government of the United States of America.

6. For the purpose of determining the date of the last delivery of commodities for each calendar year, delivery shall be deemed to have occurred as of the on-board date shown in the ocean bill of lading which has been signed or initialed on behalf of the carrier.

ARTICLE III

GENERAL PROVISIONS

1. The East African Governments will take all possible measures to prevent the resale or transshipment to countries other than Kenya, Tanzania and Uganda or the use for other than domestic consumption of the agricultural commodities purchased pursuant to this Agreement; to prevent the export of any commodity of either domestic or foreign origin which is the same as or like the commodities purchased pursuant to this Agreement during the period said commodities are being received and utilized (except where such export is specifically approved by the Government of the United States of America); and to ensure that the purchase of commodities pursuant to this Agreement does not result in increased availability of these or like commodities to nations unfriendly to the United States of America.

2. The parties to this Agreement will take reasonable precautions to assure that sales or purchases of commodities pursuant to this Agreement will not displace cash marketings of the United States of America in these commodities or unduly disrupt world prices of agricultural commodities or normal patterns of commercial trade of countries friendly to the United States of America.

3. The parties to this Agreement, in carrying out its provisions, will seek to assure, to the extent practicable, conditions of commerce permitting private traders to function effectively and will use their best endeavors to develop and extend continuous market demand for commodities.

4. The East African Governments will furnish, upon request of the Government of the United States of America, information on the progress of the program including the arrival and condition of commodities, imports of commodities purchased from the United States of America or other countries friendly to the United States of America in addition to commodities financed under this Agreement, and any exports of the same or like commodities.

ARTICLE IV

CONSULTATIONS

The parties to this Agreement will, upon request of any of them, consult regarding any matter relating to the application of this Agreement or to the operation of arrangements entered into pursuant to this Agreement.

ARTICLE V

ENTRY INTO FORCE

The Agreement shall be signed on behalf of each party and shall enter into force on the date on which the last signature affixed.[1]

IN WITNESS WHEREOF, the respective representatives, duly authorized for the purpose, have signed the present Agreement on the dates and at the places appearing opposite their signatures.

DONE in quintuplicate.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA:

WILLIAM ATTWOOD	19 February 1966 Date
	Nairobi, Kenya Place
JOHN H BURNS	18 February 1966 Date
	Dar-es-Salaam, Tanzania Place

FOR THE GOVERNMENT OF KENYA:

J. S. GICHURU	22nd February 1966 Date
	Nairobi, Kenya Place

FOR THE GOVERNMENT OF TANZANIA:

AMIR JAMAL	18th Feb. 1966 Date
	Dar-es-Salaam, Tanzania Place

FOR THE GOVERNMENT OF UGANDA:

L. KALULE-SETTALA	March 4, 1966 Date
	Nairobi, Kenya Place

FOR THE EAST AFRICAN COMMON SERVICES ORGANIZATION:

D A OMARI	19th February 1966 Date
	Nairobi, Kenya Place

[1] Mar. 4, 1966.

MEMORANDUM OF UNDERSTANDING BETWEEN THE UNITED STATES OF AMERICA AND KENYA, TANZANIA, UGANDA, AND THE EAST AFRICAN COMMON SERVICES ORGANIZATION

The Government of the United States of America and the Government of Kenya, the Government of Tanzania, the Government of Uganda, and the East African Common Services Organization have reached the following understandings relating to the Agricultural Commodities Agreement concluded on 10 March, 1966.[1]

1. The East African currency resulting from the sale of commodities financed under the Agreement will be used for economic and social development programs, as may be agreed between the Government of the United States of America, and the Governments of the countries directly concerned with each program. The East African Governments agree to furnish the Government of the United States of America, upon request, reports showing the total East African currency available to those Governments from the sale of commodities and reports listing the projects being undertaken, including information on the name and location of each project and the amount invested in it.

2. Any East African currency resulting from the sale within Kenya, Tanzania, or Uganda of the commodities purchased pursuant to the Agreement which are loaned by the East African Governments to private or nongovernmental organizations shall be loaned at rates of interest approximately equivalent to those charged for comparable loans in those countries.

3. With regard to Paragraph 4 of Article III of the Agreement, EACSO agrees to furnish at least quarterly the following information in connection with each shipment of commodities received under the Agreement: the name of each vessel; the date of arrival; the port of arrival; the commodities and quantities received; the condition in which received; the date unloading was completed and the disposition of the cargo, i.e., stored, distributed locally or, if shipped, where shipped. In addition, each of the East African Governments agrees to furnish at least quarterly: (a) a statement of measures it has taken to prevent the resale or transshipment of commodities furnished, (b) assurances that the program has not resulted in increased availability of the same or like commodities to other nations and further agrees that the above statements will be accompanied by statistical data on imports and exports by country of origin or destination of commodities which are the same as or like those imported under the Agreement.

4. In agreeing that the delivery of commodities pursuant to the Agreement should not unduly disrupt world prices of agricultural commodities or normal patterns of commercial trade with friendly countries, the East African Governments agree that Kenya, Tanzania

[1] Should read "4 March 1966."

and Uganda will import commercially with their own resources from Free World sources, including the United States of America, a total of at least 16,000 metric tons of wheat during Calendar Year 1966.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA:

WILLIAM ATTWOOD	19 February 1966 Date
	Nairobi, Kenya Place
JOHN H BURNS	18 February 1966 Date
	Dar-es-Salaam, Tanzania Place

FOR THE GOVERNMENT OF KENYA:

J. S. GICHURU	22nd February 1966 Date
	Nairobi, Kenya Place

FOR THE GOVERNMENT OF TANZANIA:

AMIR JAMAL	18th Feb. 1966. Date
	Dar-es-Salaam, Tanzania Place

FOR THE GOVERNMENT OF UGANDA:

L. KALULE-SETTALA	March 4, 1966 Date
	Nairobi, Kenya Place

FOR THE EAST AFRICAN COMMON SERVICES ORGANIZATION:

D A OMARI	19th February 1966 Date
	Nairobi, Kenya Place

MULTILATERAL

Northwest Atlantic Fisheries: Harp and Hood Seals

Protocol to the convention of February 8, 1949.
Dated at Washington July 15, 1963;
Ratification advised by the Senate of the United States of America June 23, 1964;
Ratified by the President of the United States of America July 13, 1964;
Ratification of the United States of America deposited July 13, 1964;
Proclaimed by the President of the United States of America May 23, 1966;
Entered into force April 29, 1966.

BY THE PRESIDENT OF THE UNITED STATES OF AMERICA

A PROCLAMATION

WHEREAS a protocol to the International Convention for the Northwest Atlantic Fisheries signed at Washington under date of February 8, 1949[1] was signed at Washington under date of July 15, 1963 for the United States of America and eleven other Governments;

WHEREAS the text of the said protocol, in the English language, is word for word as follows:

[1] TIAS 2089; 1 UST 477.

PROTOCOL TO THE INTERNATIONAL CONVENTION FOR THE NORTHWEST ATLANTIC FISHERIES

The Governments parties to the International Convention for the Northwest Atlantic Fisheries signed at Washington under date of February 8, 1949, which Convention, as amended,[1] is hereinafter referred to as the Convention, desiring to extend the provisions of the Convention to harp and hood seals, agree as follows:

Article I

The provisions of the Convention shall be applicable with respect to harp and hood seals in conformity with Articles II and III of this Protocol.

Article II

1. The Contracting Governments shall establish and maintain a Panel with jurisdiction respecting harp and hood seals in the Convention area. Initial representation on the Panel shall be determined by the International Commission for the Northwest Atlantic Fisheries on the basis of current substantial exploitation of harp and hood seals in the Convention area, except that each Contracting Government with coastline adjacent to the Convention area shall have the right to representation on the Panel.

2. Panel representation shall be reviewed annually by the Commission, which shall have the power, subject to consultation with the Panel, to determine representation on the Panel on the same basis as provided in paragraph 1 of this Article for initial representation.

Article III

Proposals in accordance with Article VIII of the Convention for joint action by Contracting Governments with respect to harp and hood seals shall become effective for all Contracting Governments four months after the date on which notifications of acceptance have been received by the Depositary Government from all the Contracting Governments participating in the Panel for harp and hood seals.

Article IV

1. This Protocol shall be open for signature and ratification or for adherence on behalf of any Government party to the Convention.

[1] TIAS 2089, 4170, 5380; 1 UST 477; 10 UST 59; 14 UST 924.

2. This Protocol shall enter into force on the date on which instruments of ratification have been deposited with, or written notifications of adherence have been received by, the Government of the United States of America, on behalf of all the Governments parties to the Convention.

3. Any Government becoming a party to the Convention after this Protocol enters into force shall adhere to this Protocol, such adherence to be effective on the same date that such Government becomes a party to the Convention.

4. The Government of the United States of America shall inform all Governments signatory or adhering to the Convention of all ratifications deposited and adherences received and of the date this Protocol enters into force.

ARTICLE V

1. The original of this Protocol shall be deposited with the Government of the United States of America, which Government shall communicate certified copies thereof to all the Governments signatory or adhering to the Convention.

2. This Protocol shall bear the date on which it is opened for signature and shall remain open for signature for a period of fourteen days thereafter, following which period it shall be open for adherence.

IN WITNESS WHEREOF the undersigned, having deposited their respective full powers, have signed this Protocol.

DONE at Washington this fifteenth day of July, 1963 in the English language.

FOR CANADA:

C. S. A. Rodgers July 15, 1963.

FOR DENMARK:

[illegible] July 26, 1963.

FOR THE FEDERAL REPUBLIC OF GERMANY:

FOR FRANCE:

Bruno de Leusse July 29 1963

FOR ICELAND:

July 22nd, 1963

FOR ITALY:

, July 26, 1963

FOR NORWAY:

July 19, 1963.

FOR POLAND:

July 16, 1963

TIAS 6011

FOR PORTUGAL:

July 29 1963

FOR SPAIN:

July 25 1963

FOR THE UNION OF SOVIET SOCIALIST REPUBLICS:

18 March 1963.

FOR THE UNITED KINGDOM OF GREAT BRITAIN
AND NORTHERN IRELAND:

20th July 1963.

FOR THE UNITED STATES OF AMERICA:

July 26, 1963

WHEREAS the Senate of the United States of America by their resolution of June 23, 1964, two-thirds of the Senators present concurring therein, did advise and consent to the ratification of the said protocol;

WHEREAS the said protocol was duly ratified by the President of the United States of America on July 13, 1964, in pursuance of the aforesaid advice and consent of the Senate;

WHEREAS it is provided in Article IV of the said protocol that the protocol shall enter into force on the date upon which instruments of ratification have been deposited with, or written notifications of adherence have been received by, the Government of the United States of America, on behalf of all the Governments parties to the International Convention for the Northwest Atlantic Fisheries signed at Washington under date of February 8, 1949;

WHEREAS instruments of ratification have been deposited with, or written notifications of adherence have been received by, the Government of the United States of America on behalf of all the Governments parties to the aforesaid 1949 Convention, namely: Norway on December 3, 1963; Canada on January 23, 1964; Iceland on March 23, 1964; Union of Soviet Socialist Republics on April 13, 1964; the United Kingdom of Great Britain and Northern Ireland on May 8, 1964; the United States of America on July 13, 1964; France on July 21, 1964; Denmark on July 27, 1964; Spain on August 17, 1964; Portugal on October 2, 1964; the Federal Republic of Germany on May 26, 1965; Poland on January 5, 1966; and Italy on April 29, 1966;

WHEREAS pursuant to the aforesaid provision of Article IV of the said protocol, the protocol entered into force on April 29, 1966;

NOW, THEREFORE, be it known that I, Lyndon B. Johnson, President of the United States of America, do hereby proclaim and make public the said protocol to the International Convention for the Northwest Atlantic Fisheries to the end that the same and every article and clause thereof shall be observed and fulfilled with good faith, on and after April 29, 1966, by the United States of America and by the citizens of the United States of America and all other persons subject to the jurisdiction thereof.

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

DONE at the city of Washington this twenty-third day of May in the year of our Lord one thousand nine hundred sixty-six
[SEAL] and of the Independence of the United States of America the one hundred ninetieth.

LYNDON B. JOHNSON

By the President:
DEAN RUSK
Secretary of State

TIAS 6011

[Note by Department of State]

Signatures Affixed
to the
Protocol to the International Convention
for the Northwest Atlantic Fisheries
signed at Washington
under date of July 15, 1963

FOR CANADA:
C. S. A. RITCHIE — July 15, 1963

FOR DENMARK:
T. DAHLGAARD — July 26, 1963

FOR THE FEDERAL REPUBLIC OF GERMANY:

FOR FRANCE:
BRUNO DE LEUSSE — July 29, 1963

FOR ICELAND:
INGVI INGVARSSON — July 22nd, 1963

FOR ITALY:
G. L. MILESI FERRETTI — July 26, 1963

FOR NORWAY:
ROLF HANCKE — July 19, 1963

FOR POLAND:
E. DROZNIAK — July 16, 1963

FOR PORTUGAL:
PED. TH. PEREIRA — July 29, 1963

FOR SPAIN:
ANTONIO GARRIGUES — July 25, 1963

FOR THE UNION OF SOVIET SOCIALIST REPUBLICS:
G. KORNIENKO — 18 July 1963

FOR THE UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND:
DAVID ORMSBY GORE — 20th July 1963

FOR THE UNITED STATES OF AMERICA:
FRED E. TAYLOR — July 26, 1963

TIAS 6011

PAKISTAN

Agricultural Commodities

Agreement amending the agreements of November 26, 1958, April 11, 1960, and October 14, 1961.
Effected by exchange of notes
Signed at Karachi March 30, 1966;
Entered into force March 30, 1966.

The American Ambassador to the Pakistan Secretary, Economic Affairs Division

EMBASSY OF THE
UNITED STATES OF AMERICA
KARACHI, PAKISTAN
March 30, 1966

DEAR MR. OSMAN ALI:

I have the honor to refer to the Agricultural Commodities Agreements signed on November 26, 1958,[1] April 11, 1960,[2] and October 14, 1961,[3] as amended, and to propose that these Agreements be further amended as follows:

1. With respect to Article II of the Agricultural Commodities Agreement signed on November 26, 1958, as amended, in paragraph numbered 1 substitute $7.619 million for $13.370 million and in paragraph numbered 6 substitute $25.751 million for $20.000 million.
2. With respect to Article II of the Agricultural Commodities Agreement signed on April 11, 1960, as amended, in paragraph numbered 1 substitute 1.5 percent for 13.8 percent and in paragraph numbered 5 substitute 22.8 percent for 10.5 percent.
3. With respect to Article II of the Agricultural Commodities Agreement signed on October 14, 1961, as amended, in paragraph numbered 1 substitute three percent for six percent and in paragraph numbered 3 substitute 22 percent for 19 percent.

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[1] TIAS 4137, 4257, 4331, 4353, 4426, 4469, 4506; 9 UST 1427; 10 UST 1199, 1772, 1880; 11 UST 161, 1348, 1622.

[2] TIAS 4470, 4579, 4720, 4743, 4772, 4778, 4794, 4829; 11 UST 1352, 2156; 12 UST 323, 325, 501, 715, 784, 897, 1170.

[3] TIAS 4852, 5228, 5415, 5524, 5707; 12 UST 1287; 13 UST 2613; 14 UST 1187; 15 UST 108, 2211.

If the foregoing is acceptable to your Government it is proposed that this note together with Your Excellency's note in reply concurring therein shall constitute an Agreement between our two Governments to enter into force on the date of Your Excellency's reply.

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

WALTER P. MCCONAUGHY
American Ambassador

Mr. S. OSMAN ALI, S.Pk., S.Q.A.,
Secretary,
Economic Affairs Division,
Government of Pakistan,
Karachi.

The Pakistan Secretary, Economic Affairs Division, to the American Ambassador

GOVERNMENT OF PAKISTAN
PRESIDENT'S SECRETARIAT
ECONOMIC AFFAIRS DIVISION

TELEGRAMS: ECONOMIC

KARACHI, *March 30, 1966*

DEAR MR. AMBASSADOR,

I have the honour to acknowledge with thanks the receipt of your letter dated March 30, 1966 containing the proposal for amendment to the Agricultural Commodities Agreements signed on November 26, 1958, April 11, 1960 and October 14, 1961, as amended, the text of which is reproduced below:

"I have the honor to refer to the Agricultural Commodities Agreements signed on November 26, 1958, April 11, 1960, and October 14, 1961, as amended, and to propose that these Agreements be further amended as follows:

1. With respect to Article II of the Agricultural Commodities Agreement signed on November 26, 1958, as amended, in paragraph numbered 1 substitute $7.619 million for $13.370 million and in paragraph numbered 6 substitute $25.751 million for $20.000 million.

2. With respect to Article II of the Agricultural Commodities Agreement signed on April 11, 1960, as amended, in paragraph numbered 1 substitute 1.5 percent for 13.8 percent and in paragraph numbered 5 substitute 22.8 percent for 10.5 percent.

3. With respect to Article II of the Agricultural Commodities Agreement signed on October 14, 1961, as amended, in paragraph numbered 1 substitute three percent for six percent and in paragraph numbered 3 substitute 22 percent for 19 percent.

If the foregoing is acceptable to your Government it is proposed that this note together with Your Excellency's note in reply concurring therein shall constitute an Agreement between our two Governments to enter into force on the date of Your Excellency's reply.

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

I write to confirm that the foregoing sets forth the understanding of the Government of Pakistan.

Yours sincerely,

S OSMAN ALI

(S. Osman Ali)
Secretary
Economic Affairs Division

His Excellency
Mr. WALTER P. MCCONAUGHY,
Ambassador of the
United States of America
in Pakistan.

BOLIVIA

Agricultural Commodities

Agreement signed at La Paz April 22, 1966;
Entered into force April 22, 1966.
With exchange of notes.

AGRICULTURAL COMMODITIES AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF BOLIVIA 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 Bolivia,

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 those commodities or unduly disrupt world prices of agricultural commodities or normal patterns of commercial trade with friendly countries;

Considering that the purchase for Bolivian pesos of Agricultural commodities produced in the United States of America will assist in achieving such an expandion of trade;

Considering that the Bolivian pesos accruing from such purchase 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 agricultural commodities to Bolivia pursuant to Title I of the Agricultural Trade Development and Assistance Act, [1] as amended

CONVENIO SOBRE PRODUCTOS AGRICOLAS ENTRE EL GOBIERNO DE ESTADOS UNIDOS DE AMERICA Y EL GOBIERNO DE BOLIVIA CONFORME AL TITULO I DE LA LEY DE AYUDA Y FOMENTO AL COMERCIO AGRICOLA Y SUS ENMIENDAS

El Gobierno de Estados Unidos de América y el Gobierno de Bolivia:

Reconociendo la conveniencia de expandir el intercambio comercial de productos agrícolas entre sus dos países y con otras naciones amigas en una forma que no disloque las transacciones mercantiles usuales de los Estados Unidos de América de aquellos productos, ni perturbe indebidamente los precios mundiales de los productos agrícolas o los patrones normales del intercambio comercial con naciones amigas;

Considerando que, la compra con pesos bolivianos de productos agrícolas producidos en los Estados Unidos de América contribuirá a lograr esa expansión comercial.

Considerando que, los fondos en pesos bolivianos provenientes de tales adquisiciones serán utilizadas en una forma que beneficiará a ambos países;

Deseando establecer los acuerdos que regirán las ventas de productos agrícolas al Gobierno de Bolivia, en la forma especificada a continuación, de conformidad con el Titulo I de la Ley de Ayuda y Fomento al Comercio Agrícola y

[1] 68 Stat. 527; 22 U.S.C. § 2451 note.

(hereinafter referred to as the 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 BOLIVIAN PESOS

1. Subject to issuance by the Government of the United States of America and acceptance by the Government of Bolivia of purchase authorizations and to the availability of the specified commodities under the Act at the time of exportation, the Government of the United States of America undertakes to finance the sales for Bolivian pesos to purchasers authorized by the Government of Bolivia, of the following agricultural commodities in the amounts indicated:

Commodity	Export Market Value (millions)
Wheat/wheat flour	$5.23
Cotton	1.29
TOTAL	$6.52

2. Applications for purchase authorizations will be made within 90 days after the effective date of this agreement, except that applications for purchase authorizations for any additional commodities or amounts of commodities provided for in any amendment to this agreement will be made within 90 days after the effective date of such amendment. Purchase au-

sus enmiendas (que en adelante se llamará la LEY) y las medidas que ambos Gobiernos adoptarán individual y colectivamente para promover la expansión del intercambio comercial de tales productos;

Han acordado lo siguiente:

ARTICULO I

VENTAS EN PESOS BOLIVIANOS

1. Sujeto a la emisión por el Gobierno de los Estados Unidos de América y la aceptación por el Gobierno de Bolivia de las autorizaciones de compra y la disponibilidad de los productos especificados en la LEY al tiempo de su exportación, el Gobierno de los Estados Unidos se compromete a financiar la venta, en pesos bolivianos, a los compradores autorizados por el Gobierno de Bolivia, de los siguientes productos agrícolas en la cantidad que se indica:

Productos	Valor en el Mercado de Exportación
Trigo o harina de Trigo	$5.23 millones
Algodón	1.29 "
	$6.52 millones

2. Las solicitudes para las autorizaciones de compra se efectuarán dentro de un plazo de noventa días calendarios después de la fecha de vigencia del presente Convenio, excepto de aquellas solicitudes de autorizaciones para la compra de cualesquier productos adicionales o cantidades de productos estipulados en cualquier enmienda a este Convenio se efec-

thorizations will include provisions relating to the sale and delivery of commodities, the time and circumstances of deposit of Bolivian pesos accruing from such sales, and other relevant matters.

tuarán dentro de un plazo de noventa días después de la fecha en que entre en vigencia tal enmienda. Las autorizaciones de compra incluirán estipulaciones con respecto a la venta y a la entrega de los productos, el plazo y las circunstancias del depósito de los fondos en pesos bolivianos provenientes de dicha venta y otros pormenores pertinentes.

3. The Government of the United States of America will finance ocean transportation costs incurred pursuant to this agreement only to the extent that such costs are higher than otherwise would be the case by reason of the requirement that approximately 50 percent by tonnage of the commodities be transported in United States flag vessels. The balance of ocean freight charges for transportation of commodities required to be carried in United States flag vessels shall be paid in dollars by the Government of Bolivia. The Government of Bolivia will not be required to deposit pesos for ocean transportation financed by the Government of the United States of America.

3. El Gobierno de los Estados Unidos de América financiará el costo del transporte marítimo, emergente del cumplimiento de este Convenio, sólo hasta la suma determinada como consecuencia del mayor costo de transporte que resulte del requisito de que aproximadamente el 50 por ciento del tonelaje de productos debe ser transportado en buques de matrícula de los Estados Unidos. El saldo de dichos costos, para los productos cuyo transporte debe ser efectuado en buques de matrícula de los Estados Unidos, será pagado en dólares por el Gobierno de Bolivia. El Gobierno de Bolivia no estará obligado a depositar en pesos bolivianos el costo del transporte marítimo financiado por el Gobierno de los Estados Unidos.

Promptly after contracting for United States flag shipping space required to be used, and in any event not later than presentation of vessel for loading, the Government of Bolivia will open a letter of credit, in dollars, for the estimated cost of ocean transportation for commodities carried in United States flag vessels.

Inmediatamente después de contratar espacio en buques de matrícula de los Estados Unidos, y en cualquier caso no después de que el buque se presente para efectuar la carga, el Gobierno de Bolivia abrirá una carta de crédito, en dólares, por el costo estimado del transporte marítimo para los productos transportados en buques de matrícula de los Estados Unidos.

4. The financing, sale and delivery of commodities under this agree-

4. El financiamiento, las ventas y entregas de los productos acor-

ment may be terminated by either Government if that Government determines that because of changed conditions the continuation of such financing, sale or delivery is unnecessary or undesirable.

dados en este Convenio pueden ser terminados por cualquiera de los Gobiernos, si ese Gobierno determinase que, por un cambio en las condiciones, la continuación de tales financiamientos, ventas o entregas es innecesaria o indeseable.

ARTICLE II

USES OF BOLIVIAN PESOS

The Bolivian pesos accruing to the Government of 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 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. For United States expenditures under subsections (a), (b), (c), (d), (f), and (h) through (t) of Section 104 of the Act, or under any of such subsections, 25 percent of the Bolivian pesos accruing pursuant to this agreement.

B. For loans to be made by the Agency for International Development of Washington (hereinafter referred to as AID) under Section 104(e) of the Act and for administrative expenses of AID in Bolivia incident thereto, 5 percent of the Bolivian pesos accruing pursuant to this agreement. It is understood that:

(1) Such loans under Section

ARTICULO II

EMPLEO DE PESOS BOLIVIANOS

Los fondos en pesos bolivianos resultantes en favor del Gobierno de los Estados Unidos de América, como consecuencia de las ventas efectuadas en cumplimiento del presente Convenio, serán utilizados, por el Gobierno de los Estados Unidos de América, en la forma y en el órden de prioridades que determine el Gobierno de los Estados Unidos de América, en los propósitos y cantidades que se especifican a continuación:

A. Para los gastos de los Estados Unidos de América conforme las subsecciones (a), (b), (c), (d), (f) y (h) hasta (t) de la Sección 104 de la LEY o bajo cualquiera de dichas subsecciones, el 25 por ciento de los fondos en moneda boliviana proveniente del cumplimiento del presente Convenio.

B. Para el otorgamiento de préstamos por la Agencia para el Desarrollo Internacional, de Washington, (que en lo posterior se denominará AID) bajo la Sección 104 (e) de la LEY y para los gastos administrativos que incurra la Agencia para el Desarrollo Internacional en Bolivia, el 5% de los fondos en pesos bolivianos provenientes del cumplimiento del presente Convenio. Se sobreentiende que:

(1) Dichos préstamos bajo la

104(e) of the Act will be made to United States business firms and branches, subsidiaries, or affiliates of such firms in Bolivia for business development and trade expansion in Bolivia and to United States firms and Bolivian firms for the establishment of facilities for aiding in the utilization, distribution, or otherwise increasing the consumption of and markets for United States agricultural products.

Sección 104 (e) de la LEY serán hechos a las firmas comerciales de los Estados Unidos y sucursales, subsidiarias o afiliadas de las mismas en Bolivia para el desarrollo comercial y expansión del intercambio en Bolivia, y a firmas de los Estados y de Bolivia para el establecimiento de facilidades que ayuden en la utilización, distribución, o en otra forma incrementar el consumo y mercados de productos agrícolas de los Estados Unidos.

(2) Loans will be mutually agreeable to AID and the Government of Bolivia, acting through the Ministry of National Economy. The Minister, or his designate, will act for the Government of Bolivia, and the Administrator of AID, or his designate, will act for AID.

(2) Los préstamos deberán ser mútuamente aceptables a AID y al Gobierno de Bolivia, representado a través del Ministerio de Economía Nacional. El Ministro o su representante actuará por el Gobierno de Bolivia y el Administrador de la Agencia para el Desarrollo Internacional, o su representante, por la Agencia para el Desarrollo Internacional.

(3) Upon receipt of an application which AID is prepared to consider, AID will inform the Ministry of National Economy of the identity of the applicant, the nature of the proposed business, the amount of the proposed loan, and the general purposes for which the loan proceeds would be expended.

(3) Al recibo de una solicitud que AID esté preparada a considerar AID informará al Ministerio de Economía Nacional sobre la identidad del solicitante, la naturaleza del negocio propuesto, el monto del empréstito solicitado y los propósitos generales en que los fondos del mismo serán utilizados.

(4) When AID is prepared to act favorably upon an application, it will so notify the Ministry of National Economy and will indicate the interest rate and the repayment period which would be used under the proposed loan. The interest rate will be similar to that prevailing in Bolivia on comparable loans, provided such rate is not lower than cost of funds to the United States Treasury on comparable maturities, and the

(4) Cuando AID se encuentre preparada para actuar favorablemente sobre una solicitud, notificará al Ministerio de Economía Nacional e indicará la tasa de interés y el período de amortizaciones que se utilizará en el préstamo propuesto. La tasa de interés será similar a la que prevalezca en Bolivia para préstamos similares, siempre que la tasa no sea más baja que el costo de fondos para la Tesorería de los Estados

maturities will be consistent with the purposes of the financing.

Unidos de vencimientos similares y que los vencimientos estén de acuerdo con los propósitos del financiamiento.

(5) Within sixty days after the receipt of the notice that AID is prepared to act favorably upon an application, the Ministry of National Economy will indicate to AID whether or not the Ministry has any objection to the proposed loan. Unless within the sixty-day period AID has received such a communication from the Ministry of the National Economy, it shall be understood that the Ministry has no objection to the proposed loan. When AID approves or declines the proposed loan it will notify the Ministry of National Economy.

(5) Dentro de los sesenta días posteriores a la notificación de que AID se encuentre preparada para actuar favorablemente sobre una solicitud, el Ministerio de Economía Nacional indicará a AID si tiene o no alguna objeción al préstamo propuesto. Si dentro del indicado período de sesenta días AID no ha recibido tal comunicación del Ministerio de Economía Nacional, se sobreentenderá que el Ministerio no tiene objeciones al préstamo solicitado. Cuando AID apruebe o rechaze una solicitud de préstamo, notificará al Ministerio de Economía Nacional.

(6) In the event the Bolivian pesos set aside for loans under Section 104(e) of the Act are not advanced within three years from the date of this agreement because AID has not approved loans or because proposed loans have not been mutually agreeable to AID and the Ministry of National Economy, the Government of the United States of America may use the Bolivian pesos for any purpose authorized by Section 104 of the Act.

(6) En la eventualidad de que los fondos en pesos bolivianos destinados a préstamos bajo la Sección 104 (e) de la LEY no sean adelantados dentro de los tres años de la fecha de este Convenio, debido a que AID no haya aprobado préstamos o por que las solicitudes de préstamo no hayan sido mútuamente aceptables a AID y al Ministerio de Economía Nacional, el Gobierno de los Estados Unidos de América podrá utilizar los fondos en pesos bolivianos para cualquier propósito autorizado por la sección 104 de la LEY.

C. For a loan to the Government of Bolivia under Section 104(g) of the Act for financing such projects to promote economic development, including projects not heretofore included in plans of the Government of Bolivia, as mav be mutually agreed, 70 per-

C. Para el otorgamiento de un empréstito al Gobierno de Bolivia bajo la Sección 104 (g) de la LEY, el 70% de los fondos en pesos bolivianos provenientes del cumplimiento del presente Convenio, destinados a financiar aquellos proyectos que lleguen a convenirse

cent of the Bolivian pesos accruing pursuant to this agreement. The terms and conditions of the loan and other provisions will be set forth in a separate loan agreement. In the event that agreement is not reached on the use of the Bolivian pesos for loan purposes under Section 104(g) of the Act within three years from the date of this agreement, the Government of the United States of America may use the Bolivian pesos for any purpose authorized by Section 104 of the Act.

mútuamente para promover el Desarrollo Económico, incluyendo proyectos no comprendidos hasta ahora en los planes del Gobierno de Bolivia. Los términos y condiciones del préstamo y otras provisiones serán establecidas en un Convenio de préstamo separado. En caso de no llegarse a un acuerdo sobre el empleo de los fondos en pesos bolivianos, destinados al préstamo bajo la Sección 104 (g) dentro de los tres años posteriores a la fecha de la firma de este Convenio, el Gobierno de los Estados Unidos podrá utilizar los pesos bolivianos en cualquier propósito autorizado por la Sección 104 de la LEY.

ARTICLE III

DEPOSIT OF BOLIVIAN PESOS

1. The Government of Bolivia will deposit to the account of the Government of the United States of America an amount of Bolivian pesos equivalent to the dollar sales value of the commodities financed by the Government of the United States of America converted into Bolivian pesos at the applicable rate of exchange in effect on the date of dollar disbursement by the Government of the United States of America.

(a) If a unitary exchange rate system is maintained by the Government of Bolivia, the applicable rate will be the rate at which the central monetary authority of Bolivia or its authorized agent sells foreign exchange for Bolivian pesos.

(b) If a unitary exchange rate system is not maintained, the applicable rate will be the rate mutually agreed upon by the Gov-

ARTICULO III

DEPOSITO DE LOS FONDOS EN PESOS BOLIVIANOS

1. El Gobierno de Bolivia depositará, a la cuenta del Gobierno de los Estados Unidos de América, una cantidad de pesos bolivianos equivalente al valor de las ventas de los productos financiados por el Gobierno de los Estados Unidos de América, convertidos en pesos bolivianos al tipo de cambio vigente a la fecha del desembolso de dólares por el Gobierno de los Estados Unidos de América.

(a) Si el Gobierno de Bolivia mantiene un sistema de cambio unitario, el tipo aplicable será el que la autoridad central monetaria de Bolivia o su agencia autorizada venda divisas por moneda boliviana.

(b) Si no se mantiene un sistema unitario de cambio, el tipo aplicable será aquel que esté acordado mútuamente entre el Gobierno

ernment of the United States of America and the Government of Bolivia.

2. The Government of the United States of America shall determine which of its funds shall be used to pay any refunds of Bolivian pesos which become due under this agreement or which are due or become due under any prior agricultural commodities agreement. A reserve will be maintained under this agreement for two years from the effective date of this agreement which may be used for the payment of such refunds. Any payment out of this reserve shall be treated as a reduction in the total pesos accruing to the Government of the United States of America under this agreement.

ARTICLE IV

GENERAL UNDERTAKINGS

1. The Government of Bolivia will take all possible measures to prevent the resale or transshipment to other countries or the use for other than domestic purposes of the agricultural commodities purchased pursuant to this agreement (except where such resale, transshipment or use is specifically approved by the Government of the United States of America); to prevent the export of any commodity of either domestic or foreign origin which is the same as, or like, a commodity purchased pursuant to this agreement during the period beginning on the date of this agreement and ending on the final date on which such commodity is received and utilized (except where such export is spe-

de los Estados Unidos de América y el Gobierno de Bolivia.

2. El Gobierno de los Estados Unidos de América determinará cual de sus fondos será utilizado para pagar cualesquier reembolsos de pesos bolivianos que se vencen bajo este Convenio o que se hayan vencido o que se vencerán bajo cualquier otro convenio anterior sobre productos agrícolas. Se mantendrá una reserva bajo este Convenio, por dos años, desde la fecha efectiva del mismo, que puede ser utilizada para pagar dichos reembolsos. Cualquier pago proveniente de esta reserva será tratado como una reducción del total de los pesos bolivianos, pagadero a los Estados Unidos de América bajo los términos de este Convenio.

ARTICULO IV

COMPROMISOS GENERALES

1. El Gobierno de Bolivia adoptará todas las medidas posibles para evitar la reventa o reembarque a otros países o su uso con otros fines que no sean los domésticos, de los productos agrícolas adquiridos de acuerdo a las estipulaciones del presente Convenio (exceptuandose los casos cuando tal reventa, reembarque o su uso hayan sido específicamente aprobados por el Gobierno de los Estados Unidos de América); evitará la exportación de cualquier producto, ya sea de origen extranjero o doméstico, igual o similar a los productos adquiridos bajo el presente Convenio en el período que comienza desde la firma de este y termina con la fecha de su vencimiento, durante

cifically approved by the Government of the United States); and to ensure that the purchase of commodities pursuant to this agreement does not result in increased availability of the same or like commodities to nations unfriendly to the United States of America.

el cual, dichos productos son recibidos y utilizados (exceptuando cuando tal exportación haya sido específicamente aprobada por el Gobierno de los Estados Unidos); y asegurará que la adquisición de los productos bajo el presente Convenio no aumente las disponibilidades de éstos o similares productos en poder de naciones hostiles a los Estados Unidos de América.

2. The two Governments will take reasonable precautions to assure that sales and purchases of agricultural commodities pursuant to this agreement will not displace usual marketings of the United States of America in these commodities or unduly disrupt world prices of agricultural commodities or normal patterns of commercial trade with friendly countries.

2. Los dos Gobiernos convienen en tomar previsiones razonables para asegurar que todas las ventas de los productos agrícolas, que se realicen conforme al presente Convenio, no disloquen las transacciones mercantiles usuales de los Estados Unidos de América en estos productos, ni distorsionen indebidamente los precios mundiales de los productos agrícolas o los patrones normales del intercambio comercial con naciones amigas.

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.

3. En la ejecución de este Convenio los dos Gobiernos procurarán asegurar condiciones de comercio tales que permitan a los comerciantes particulares operar eficazmente, y empeñar sus mejores esfuerzos en desarrollar e incrementar la continua demanda mercantil para los productos agrícolas.

4. The Government of Bolivia will furnish quarterly information on the progress of the program, particularly with respect to the arrival and condition of commodities, provisions for the maintenance of usual marketings, and information relating to imports and exports of the same or like commodities.

4. El Gobierno de Bolivia proporcionará informes trimestrales sobre el progreso del programa, particularmente con respecto a las llegadas y condiciones de los productos, provisiones para la comercialización usual del producto, e informaciones relativas a las importaciones y exportaciones de los mismos o similares productos.

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.

ARTICULO V

CONSULTAS

Los dos Gobiernos, a solicitud de cualquiera de ellos, establecerán consultas respecto a cualquier asunto relativo a la aplicación del presente Convenio, o la operación de las medidas puestas en práctica para su ejecución.

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 La Paz, in duplicate, this 22nd day of April, 1966.

ARTICULO VI

ENTRADA EN VIGENCIA

Este Convenio entrará en vigencia en la fecha de su firma.

En fé de lo cual los respectivos representantes, debidamente autorizados para este propósito, firmaron el presente Convenio.

Dado en la ciudad de La Paz, en duplicado, el día veintidos de Abril del año mil novecientos sesenta y seis.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA

DOUGLAS HENDERSON

Douglas Henderson

FOR THE GOVERNMENT OF BOLIVIA

Cnl. J ZENTENO

Cnl. Joaquin Zenteno Anaya

[SEAL]

POR EL GOBIERNO DE LOS ESTADOS UNIDOS DE AMERICA

DOUGLAS HENDERSON

Douglas Henderson

POR EL GOBIERNO DE BOLIVIA

Cnl. J ZENTENO

Cnl. Joaquin Zenteno Anaya

[SEAL]

The American Ambassador to the Bolivian Minister of Foreign Relations

EMBASSY OF THE
UNITED STATES OF AMERICA
No. 272 *La Paz, April 22, 1966*

EXCELLENCY:

I have the honor to refer to the Agricultural Commodities Agreement between our two Governments signed today and to inform you of my Government's understanding of the following:

1. In expressing its agreement with the Government of the United States of America that deliveries of commodities under the agreement should not unduly disrupt world prices of agricultural commodities or impair trade relations among friendly nations, the Government of Bolivia agrees to procure and import with its own resources at least 40,000 metric tons of wheat and/or wheat flour in grain equivalent from the United States of America and countries friendly to it during calendar year 1966 in addition to wheat to be purchased under the terms of the agreement and any shortfall from the calendar year 1965 usual marketing requirement. If deliveries extend into a subsequent period, the level of usual marketing requirements for such period will be determined at the time the request for extension of deliveries is made.

2. With regard to Article III of the agreement, the rate at which the central monetary authority of Bolivia or its authorized agent sells foreign exchange for Bolivian pesos includes the two percent exchange tax and the 0.2 percent stamp tax applicable to sales of foreign exchange in the private sector. In the event of any change in the present arrangement a new understanding on what is to be included in the deposit rate applicable from the date of such change will be reached by mutual agreement.

3. With regard to paragraph 4 of Article IV of the agreement, The Government of Bolivia agrees to furnish quarterly the following information in connection with each shipment of commodities received under the agreement: the name of each vessel, the date of arrival, the port of arrival, the commodity and quantity received, the condition in which received, the date unloading was completed, and disposition of the cargo, i.e., stored, distributed locally or, if shipped, where shipped. The foregoing shall be submitted on vessels leaving the United States and discharging in ports in Chile and/or Peru and on overland shipments from such ports to arrival points in Bolivia. In addition, the Government of Bolivia agrees to furnish quarterly: (a) a statement of measures it has taken to prevent the resale or transshipment of commodities furnished, (b) assurances that the program has not resulted in increased availability of the same or like commodities to other nations and (c) a statement by the Government showing progress made toward fulfilling commitments on usual marketings.

The Government of Bolivia further agrees that the above statements will be accompanied by statistical data on imports and exports by country of origin or destination of commodities which are the same as or like those imported under the agreement.

4. The Government of Bolivia will provide, upon request of the Government of the United States of America, facilities for conversion into other non-dollar currencies of the following amounts of pesos: (1) for purposes of Section 104(a) of the Act, $130,400 worth or two percent of the pesos accruing under the agreement from sales and payments from 104(g) loans (including principal and interest), whichever is greater, to finance agricultural market development activities in other countries; and (2) for purposes of Section 104(h) of the Act and for the purposes of the Mutual Educational and Cultural Exchange Act of 1961, [1] up to $130,000 worth of pesos to finance educational and cultural exchange programs and activities in other countries.

5. The Government of the United States of America may utilize pesos in Bolivia to pay for travel which is part of a trip in which the traveler travels from, to or through Bolivia. It is understood that these funds are intended to cover only travel by persons who are traveling on official business for the Government of the United States of America or in connection with activities financed by the Government of the United States of America. It is further understood that the travel for which pesos may be utilized shall not be limited to services provided by Bolivian transportation facilities.

6. The Government of Bolivia agrees that Bolivian pesos received by the Government of the United States of America under the agreement may be deposited in interest-bearing accounts in Bolivia selected by the Government of the United States of America.

I shall appreciate receiving your Excellency's confirmation of the above understanding.

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

DOUGLAS HENDERSON

His Excellency
Col. JOAQUIN ZENTENO ANAYA,
Minister of Foreign Relations,
La Paz.

[1] 75 Stat. 527; 22 U.S.C. §2451 note.

The Bolivian Minister of Foreign Relations to the American Ambassador

REPUBLICA DE BOLIVIA
MINISTERIO DE RELACIONES
EXTERIORES Y CULTO

Nº DGAN/120.- LA PAZ, *22 de abril de 1966.*

SEÑOR EMBAJADOR:

Me es honroso avisar recibo de la atenta nota de Vuestra Excelencia Nº 272, de esta misma fecha, que textualmente dice:

"Excelencia:— Tengo el honor de referirme al Convenio sobre Productos Agrícolas suscrito entre nuestros Gobiernos hoy día, y de informarle que mi Gobierno entiende lo siguiente:

1. Al expresar su acuerdo con el Gobierno de los Estados Unidos de América, que la entrega de productos bajo el citado Convenio no debería dislocar indebidamente los precios mundiales de productos agrícolas o de perjudicar las relaciones comerciales entre naciones amigas, el Gobierno de Bolivia obtendrá e importará con sus propios recursos por lo menos 40.000. – toneladas métricas de trigo y/o en su equivalente en harina de trigo, de los Estados Unidos de América y naciones amigas de ésta, durante el año calendario de 1966, además del trigo que sea comprado de acuerdo con las estipulaciones del Convenio y cualquier déficit de los mercados usuales del año calendario de 1965 correspondiente a las necesidades del mercado. Si las entregas se prolongan hasta un periodo posterior, el nivel de las necesidades usuales del mercado por dicho periodo será determinado a tiempo que se haga la solicitud de prolongación de entregas.

2. Con respecto al Art. III del Convenio, el tipo al que las autoridades monetarias centrales de Bolivia, o su Agente autorizado, vendan dólares por pesos bolivianos incluye el 2% de impuesto y el 0.2% de impuesto en estampillas que se aplica a la venta de dólares en el sector privado. En caso de haber alguna modificación en el presente sistema cambiario, se llegará a un convenio mútuo respecto a lo que debe incluirse en el tipo de depósito aplicable desde la fecha de la modificación.

3. Respecto al párrafo 4 del Art. IV del Convenio, el Gobierno de Bolivia conviene en proporcionar, trimestralmente, la siguiente información relativa a cada embarque de productos bajo este Convenio: el nombre del buque, fecha de llegada, puerto de arribo, el producto y la cantidad recibida, la condición en que fué recibida, fecha en que se completó el descargue, y forma en que se dispuso la carga, es decir si fué almacenada, distribuida localmente o si fué embarcada, y el lugar de destino. Esta información se proporcionará sobre los barcos que salen de los Estados Unidos y descargan en puertos de Chile y/o del Perú, y sobre cargas por tierra de dichos puertos a puntos de destino en Bolivia. Además, el Gobierno de Bolivia conviene en proporcionar cada tres meses: a) declaración de las medidas que se han tomado a fin de evitar la reventa o trasbordo de los pro-

ductos importados; b) seguridades de que el programa no dé como resultado un aumento en la disponibilidad de la misma clase de productos o de productos similares en otros países; y c) una declaración del Gobierno demostrando el progreso que se haya realizado en el cumplimiento de transacciones mercantiles usuales.

Asimismo, el Gobierno de Bolivia conviene que las declaraciones precedentes serán acompañadas de información estadística sobre importaciones y exportaciones por los países de orígen o el destino de productos que son iguales o similares a los importados bajo el Convenio.

4. El Gobierno de Bolivia facilitará, a pedido del Gobierno de Estados Unidos, medios de conversión, a otras monedas que no sean dólares, de las siguientes sumas de pesos: (1) para fines de la Sección 104 (a) de la Ley, $us. 130.400, o 2% de los pesos acumulados por concepto de ventas y pagos de los préstamos segun 104 (g) (incluyendo capitales e intereses), el que sea mayor, para financiar el desarrollo del mercado agrícola en otros países; y (2) para fines de la Sección 104 (h) de la Ley y para fines de la Ley de Intercambio Educativo y Cultural de 1961, hasta $us. 130.000 en pesos bolivianos para financiar los programas de Intercambio Educativo y Cultural en otros países.

5. El Gobierno de los Estados Unidos de América puede utilizar moneda boliviana, en Bolivia, para pagar gastos de viaje a Bolivia, de Bolivia o a través de Bolivia. Se entiende que estos fondos son para cubrir solamente gastos de viaje de personas que viajan en misión oficial para el Gobiernos de los Estados Unidos de América. Se entiende, ademas, que los viajes en los que se utilizarán pesos bolivianos no se limitarán a los servicios de transporte bolivianos.

6. El Gobierno de Bolivia conviene en que los pesos bolivianos recibidos por el Gobierno de los Estados Unidos de América bajo este Convenio pueden ser depositados en cuentas que ganen intereses en Bolivia, elegidas por el Gobierno de los Estados Unidos de América.

Agradeceré que su Excelencia tenga a bien confirmar las interpretaciones que preceden.

Acepte, Excelencia, en esta oportunidad, las seguridades de mi más alta consideración." (Fdo.) Douglas Henderson".—

En respuesta, tengo el honor de confirmar a Vuestra Excelencia la aceptación del Gobierno de Bolivia a los puntos mencionados en la nota transcripta.

Me valgo de esta oportunidad para renovar a Vuestra Excelencia las seguridades de mi más alta y distinguida consideración.

Cnl. J Zenteno

Al Excelentísimo
Señor D. Douglas Henderson
Embajador Extraordinario y Plenipotenciario de los Estados Unidos de América,
Presente.–

Translation

REPUBLIC OF BOLIVIA
MINISTRY OF FOREIGN AFFAIRS
AND WORSHIP

No. DGAN/120.- LA PAZ, *April 22, 1966*

MR. AMBASSADOR:

I have the honor to acknowledge receipt of Your Excellency's note No. 272 of this date, which reads as follows:

[For the English language text see *ante*, p. 656.]

In reply, I have the honor to confirm to Your Excellency that the Government of Bolivia accepts the terms set forth in the note transcribed above.

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

Cnl. J ZENTENO

His Excellency
DOUGLAS HENDERSON,
Ambassador Extraordinary and Plenipotentiary
of the United States of America,
City.

PARAGUAY

Defense: Additional Military Assistance

Agreement effected by exchange of notes
Signed at Asunción April 11, 1966;
Entered into force April 11, 1966.

The American Ambassador to the Paraguayan Minister of Foreign Affairs

No. 383 ASUNCIÓN, *April 11, 1966*

EXCELLENCY:

I have the honor to refer to conversations between representatives of our two Governments concerning the furnishing of additional military assistance by the Government of the United States of America to the Government of Paraguay within the context of current inter-American arrangements for joint action in the maintenance of peace and security in the Western Hemisphere. I now propose the following understandings with respect to such assistance.

1. One Paraguayan Army Special Task Force is selected by representatives of our two Governments. The military mission of this Task Force shall be mutually agreed from time to time. Any items which may be furnished to the Paraguayan Army Special Task Force under the present Agreement are furnished solely to promote the capability of the Task Force to carry out the agreed mission, and shall be furnished subject to the terms and conditions of applicable United States laws and regulations and to such other conditions as may be specified in arrangements between representatives of our two Governments. No equipment, materials, and services provided under this Agreement shall be used for any purpose other than that for which originally furnished, or transferred to, or used by, anyone not an officer, employee or agent of the Government of Paraguay, without the prior consent of the Government of the United States of America. The Government of Paraguay will provide substantially the same degree of security protection as that afforded to such equipment, materials, and services by the Government of the United States of America.

2. The Government of Paraguay will, as the United States may require, permit continuous observation and review by, and furnish necessary information to, representatives of the Government of the United States of America with regard to the use of such equipment,

materials, and services, and will offer for return to the United States such equipment and materials when no longer needed for the purpose for which furnished.

I have the honor to propose that, if these understandings are acceptable to the Government of Paraguay, the present note and your note in reply concurring therein shall constitute an agreement between our two Governments, which shall enter into force on the date of your note.

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

WILLIAM P. SNOW

His Excellency
Dr. RAÚL SAPENA PASTOR,
Minister of Foreign Affairs of the Republic of Paraguay,
Asunción.

The Paraguayan Minister of Foreign Affairs to the American Ambassador

MINISTERIO DE RELACIONES EXTERIORES

N.R. N° 2 ASUNCIÓN, *11 de abril de 1966*

SEÑOR EMBAJADOR:

Tengo a honra dirigirme a Vuestra Excelencia, con el objeto de acusar recibo a su nota No. 383, de esta misma fecha, cuyo texto es el siguiente:

"Excelencia: Tengo el honor de hacer referencia a las conversaciones sostenidas entre representantes de nuestros dos gobiernos referentes al suministro de ayuda militar adicional por parte del Gobierno de los Estados Unidos de América al Gobierno del Paraguay, comprendida en el contexto de convenios interamericanos en vigencia para la acción conjunta de mantención de la paz y de la seguridad en el Hemisferio Occidental. Propongo ahora los siguientes acuerdos con respecto a tal ayuda.

1. Los representantes de nuestros dos gobiernos seleccionan una Agrupación Táctica del Ejército Paraguayo. La misión militar de esta Agrupación Táctica será periódicamente convenida de mutuo acuerdo. Cualquier cosa que puede ser suministrada a la Agrupación Táctica del Ejército Paraguayo bajo este Convenio es suministrada con el único propósito de promover la capacidad de la Agrupación Táctica para realizar la misión convenida y será suministrada sujeta a los términos y condiciones de leyes y reglamentos de los Estados Unidos que fueran aplicables en el caso, así como también cualquieras otras condiciones que puedan ser

especificadas en arreglos entre representantes de nuestros dos gobiernos. Los equipos, materiales y servicios provistos bajo este convenio no serán usados para cualquier otro propósito que no sea aquel para el cual fueron suministrados originalmente como así tampoco transferidos a, o usados por otra persona que no sea un oficial, empleado o agente del Gobierno del Paraguay, sin el consentimiento previo del Gobierno de los Estados Unidos de América. El Gobierno del Paraguay proveerá substancialmente el mismo grado de protección para la seguridad que proporciona para tales equipos, materiales y servicios el Gobierno de los Estados Unidos de América.

2. El Gobierno del Paraguay, según el Gobierno de los Estados Unidos de América pueda requerirlo, permitirá la continua observación e inspección de dicho equipo, materiales y servicios por representantes del Gobierno de los Estados Unidos de América, facilitará a éstos la información necesaria respecto al uso de los mismos y ofrecerá devolver a los Estados Unidos de América dicho equipo y materiales cuando ya no sean necesarios para el propósito para el cual fueron suministrados.

Tengo el honor de proponer que, si estos acuerdos son aceptables al Gobierno del Paraguay, la presente nota y su nota en contestación expresando aceptación constituirán un convenio entre nuestros dos gobiernos que entrará en vigencia en la fecha de su nota.

Acepte, Excelencia, las renovadas seguridades de mi más alta consideración".

En respuesta, me es grato expresar a Vuestra Excelencia que el Gobierno de mi país concuerda con el contenido de vuestra nota precedentemente transcripta, y por consiguiente, la misma y la presente nota constituyen un Convenio entre nuestros Gobiernos sobre la materia.

Hago propicia la oportunidad para reiterar a Vuestra Excelencia las seguridades de mi distinguida consideración.

[SEAL] RAÚL SAPENA PASTOR

A Su Excelencia
Don WILLIAM P. SNOW
Embajador Extraordinario y Plenipotenciario de los Estados Unidos de América en el Paraguay
Ciudad

Translation

MINISTRY OF FOREIGN AFFAIRS

N.R. No. 2 ASUNCIÓN, *April 11, 1966*

MR. AMBASSADOR:

I have the honor to acknowledge the receipt of Your Excellency's note No. 383 of today's date, the text of which is as follows:

[For the English language text of the note see *ante*, p. 661.]

In reply, I am happy to inform Your Excellency that the Government of my country is in agreement with the contents of your note transcribed above and accordingly it and this note constitute an agreement on the matter between our Governments.

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

[SEAL] RAÚL SAPENA PASTOR

His Excellency
WILLIAM P. SNOW,
Ambassador Extraordinary and Plenipotentiary of the United States of America in Paraguay,
City.

HONDURAS

Investment Guaranties

Agreement supplementing the agreement of April 22 and June 10, 1955.
Effected by exchange of notes
Signed at Tegucigalpa February 24 and April 30, 1966;
Entered into force April 30, 1966.

The American Ambassador to the Honduran Minister of Foreign Affairs

THE FOREIGN SERVICE
OF
THE UNITED STATES OF AMERICA

No. 129 TEGUCIGALPA, *February 24, 1966.*

EXCELLENCY:

I have the honor to refer to the agreement effected by the exchange of notes signed at Tegucigalpa, April 22 and June 10, 1955 [1] between our two Governments relating to investment guaranties which may be issued by the Government of the United States of America for investments in activities in Honduras. After the exchange of these notes, legislation has been enacted in the United States of America modifying and augmenting the coverage to be provided investors by investment guaranties that may be issued by the Government of the United States of America.

In the interest of facilitating and increasing the participation of private enterprise in furthering the economic development of Honduras, the Government of the United States of America is prepared to issue investment guaranties providing such coverage as may be authorized by the applicable United States legislation for appropriate investments in activities approved by your Government provided that your Government agrees that the undertakings between our respective Governments contained in the abovementioned agreement will be applicable to such guaranties.

Upon receipt of a note from Your Excellency indicating that the foregoing is acceptable to the Government of Honduras and that the abovementioned undertakings will apply, the Government of the United States of America will consider that this note and your reply

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[1] TIAS 3270; 6 UST 2049.

thereto constitute an Agreement between our two Governments on this subject, the Agreement to enter into force on the date of your note in reply.

JOSEPH JOHN JOVA

His Excellency
Lic. TIBURCIO CARIAS CASTILLO,
Minister of Foreign Affairs,
Tegucigalpa.

The Honduran Minister of Foreign Affairs to the American Ambassador

SECRETARIA DE RELACIONES EXTERIORES
DE LA
REPUBLICA DE HONDURAS

SECCION DIPLOMATICA

No.-769 TEGUCIGALPA, D.C., *abril 30 de 1966.*

SEÑOR EMBAJADOR:

Tengo el honor de referirme a la nota No. 129 de Vuestra Excelencia, fechada el 24 de febrero del corriente año, que trata sobre la ampliación que se desea llevar a cabo del Acuerdo efectuado, por intercambio de notas el 22 de abril y 10 de junio de 1955, entre el Gobierno de Honduras y el de los Estados Unidos de América, concerniente a las garantías de inversión que pueden ser otorgadas por el Gobierno de los Estados Unidos de América para inversiones en actividades en Honduras, y en la que se sirve manifestar lo siguiente:

"No.- 129 - Tegucigalpa, D.C., 24 de febrero de 1966.—
Excelencia: Tengo el honor de referirme al convenio efectuado por intercambio de notas firmado en Tegucigalpa el 22 de abril y 10 de junio de 1955 entre nuestros dos Gobiernos y concerniente a las garantías de inversión que pueden ser otorgadas por el Gobierno de los Estados Unidos de América para inversiones en actividades en Honduras. Después de dicho canje de notas, una nueva legislación ha sido promulgada en los Estados Unidos que modifica y aumenta el respaldo a ser establecido por los inversionistas en virtud de las garantías de inversión que pueden ser otorgadas por el Gobierno estadounidense.

Con la finalidad de facilitar e incrementar la participación de la empresa privada en el fomento del desarrollo económico de Honduras, el Gobierno de los Estados Unidos de América está dispuesto a otorgar las garantías de inversión que establezcan el respaldo que sea autorizado por la legislación aplicable estadounidense para inversiones adecuadas en actividades aprobadas por su Gobierno, supuesto que éste convenga en que los compromisos entre nuestros respectivos Gobiernos contenidos en el convenio mencionado sean aplicables a dichas garantías.

Al recibir de Vuestra Excelencia una nota que indique que lo que antecede es aceptable al Gobierno de Honduras y que los compromisos precitados se aplicarán, el Gobierno de los Estados Unidos de América considerará la presente nota y su respuesta a la misma como constituyentes de un Convenio entre nuestros Gobiernos sobre el particular, entrando el mismo en vigencia en la fecha de su nota en respuesta a la presente.—

f) JOSEPH JOHN JOVA

A Su Excelencia
Lic. TIBURCIO CARÍAS CASTILLO,
Ministro de Relaciones Exteriores,
Tegucigalpa, D.C."

En respuesta, me es grato comunicar a Vuestra Excelencia que el Gobierno de Honduras estima que la ampliación del Acuerdo sería beneficioso para nuestro país por cuanto aumentaría las inversiones norteamericanas en Honduras, y estando de acuerdo con los términos expresados en la nota en cuestión, de consiguiente los acepta, constituyendo por lo tanto la Nota de Vuestra Excelencia y esta de respuesta un Acuerdo entre nuestros dos Gobiernos sobre esta materia, el cual entra en vigencia en esta misma fecha.

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

TIBURCIO CARÍAS C
Tiburcio Carias Castillo
Ministro de Relaciones Exteriores

Excelentísimo Señor JOSEPH JOHN JOVA,
Embajador Extraordinario y Plenipotenciario
de los Estados Unidos de América,
Ciudad.

Translation

DEPARTMENT OF FOREIGN AFFAIRS
OF THE
REPUBLIC OF HONDURAS

DIPLOMATIC DIVISION

No. 769 TEGUCIGALPA, D.C., *April 30, 1966*

MR. AMBASSADOR:

I have the honor to refer to Your Excellency's note No. 129 dated February 24 of this year, which concerns the desired broadening of the scope of the agreement effected by an exchange of notes on April 22 and June 10, 1965 between the Government of Honduras and the Government of the United States of America, relating to investment guaranties that may be issued by the Government of the United States of America for investments in activities in Honduras, and in which Your Excellency states the following:

[For the English language text see *ante*, p. 665.]

In reply, I am happy to inform Your Excellency that the Government of Honduras considers that the broadening of the scope of the agreement would be beneficial to our country in as much as it would increase American investments in Honduras, and, since it is in agreement with the terms set forth in the note in question, it accepts them; consequently, Your Excellency's note and this note in reply shall constitute an agreement between our two Governments on this subject, which shall enter into force on this date.

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

TIBURCIO CARÍAS C

Tiburcio Carías Castillo
Minister of Foreign Affairs

His Excellency
JOSEPH JOHN JOVA,
Ambassador Extraordinary and Plenipotentiary
of the United States of America,
City.

INDONESIA

Agricultural Commodities: Sales Under Title IV

Agreement signed at Djakarta April 18, 1966;
Entered into force April 18, 1966.
With exchange of notes.

AGRICULTURAL COMMODITIES AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF THE REPUBLIC OF INDONESIA UNDER TITLE IV 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 Indonesia:

Recognizing the desirability of expanding trade in agricultural commodities between their two countries in a manner which would utilize surplus agricultural commodities, including the products thereof, produced in the United States of America to assist economic development in Indonesia;

Recognizing that such expanded trade should be carried on in a manner which would not displace cash marketings of the United States of America in those commodities or unduly disrupt world prices of agricultural commodities or normal patterns of commercial trade;

Recognizing further that by providing such commodities to Indonesia under long-term supply and credit arrangements, the resources and manpower of Indonesia can be utilized more effectively for economic development without jeopardizing meanwhile adequate supplies of agricultural commodities for domestic use;

Desiring to set forth the understandings which will govern the sales, as specified below, of commodities to Indonesia pursuant to Title IV of the Agricultural Trade Development and Assistance Act,[1] as amended (hereinafter referred to as the Act);

Have agreed as follows:

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[1] 73 Stat. 610; 7 U.S.C. §§ 1731–1736.

ARTICLE I

COMMODITY SALES PROVISIONS

1. Subject to issuance by the Government of the United States of America and acceptance by the Government of the Republic of Indonesia of credit purchase authorizations and to the availability of commodities under the Act at the time of exportation, the Government of the United States of America undertakes to finance, during the periods specified below, or such longer periods as may be authorized by the Government of the United States of America, sales for United States dollars, to purchasers authorized by the Government of the Republic of Indonesia, of the following commodities:

Commodity	Supply Period	Approximate Maximum Quantity (Metric Tons)	Maximum Export Market Value to be Financed (1,000)
Rice	United States Fiscal Year 1966	50, 000	$6, 834
Ocean transportation (estimated)			1, 364
Total			$8, 198

The total amount of financing provided in the credit purchase authorizations shall not exceed the above-specified export market value to be financed, except that additional financing for ocean transportation will be provided if the estimated amount for financing shipments required to be made on the United States flag vessels proves to be insufficient. It is understood that the Government of the United States of America may limit the amount of financing provided in the credit purchase authorizations, as price declines or other marketing factors may require, so that the quantities of commodities financed will not substantially exceed the above-specified approximate maximum quantities.

2. Applications for credit purchase authorizations will be made promptly after the effective date of this Agreement. Purchase authorizations will include provisions relating to the sale and delivery of the commodities and other relevant matters.

3. The financing, sale, and delivery of commodities hereunder may be terminated by either Government if that Government determines

that because of changed conditions the continuation of such financing, sale, and delivery is unnecessary or undesirable.

ARTICLE II

CREDIT PROVISIONS

1. The Government of the Republic of Indonesia will pay, or cause to be paid, in United States dollars to the Government of the United States of America for the commodities specified in Article I and related ocean transportation (except excess ocean transportation costs resulting from the requirement that United States flag vessels be used), the amount financed by the Government of the United States of America together with interest thereon.

2. The amount of the principal due for commodities delivered in each calendar year under this Agreement, including the applicable related ocean transportation costs, shall be made in five (5) approximately equal annual payments, the first of which shall become due one year after the date of last delivery of commodities in such calendar year. Subsequent annual payments shall become due at intervals of one year thereafter. Any annual payment may be made prior to the due date thereof.

3. Interest on the unpaid balance of the principal due the Government of the United States of America for commodities delivered in each calendar year shall begin on the date of last delivery of commodities in such calendar year and be paid not later than the date on which the annual payment of principal becomes due. The interest shall be computed at the rate of four and seven-eighths (4⅞) percent per annum.

4. All payments shall be made in United States dollars and the Government of the Republic of Indonesia shall deposit, or cause to be deposited, such payments in the United States Treasury for credit to the Commodity Credit Corporation unless another depository is agreed upon by the two Governments.

5. The two Governments will each establish appropriate procedures to facilitate the reconciliation of their respective records of the amounts financed with respect to the commodities delivered during each calendar year.

6. For the purpose of determining the date of last delivery of commodities for each calendar year, delivery shall be deemed to have occurred as of the onboard date shown in the ocean bill of lading which has been signed or initialed on behalf of the carrier.

ARTICLE III

GENERAL PROVISIONS

1. The Government of the Republic of Indonesia will take all possible measures to prevent the resale or transshipment to other countries, or the use for other than domestic consumption of the agricultural commodities purchased pursuant to this Agreement (unless such resale, transshipment or use is specifically approved by the Government of the United States of America); to prevent the export of any commodity of either domestic or foreign origin which is the same as or like the commodities purchased pursuant to this Agreement during the period beginning on the date of this Agreement and ending on the final date on which said commodities are being received and utilized (except where such export is specifically approved by the Government of the United States of America); and to ensure that the purchase of commodities pursuant to this Agreement does not result in increased availability of the same or like commodities to nations unfriendly to the United States of America.

2. The two Governments will take reasonable precautions to assure that sales and purchases of commodities pursuant to the Agreement will not displace usual marketings of the United States of America in these commodities or unduly disrupt world prices of agricultural commodities or normal patterns of commercial trade of countries friendly to the United States of America.

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 Indonesia will furnish information quarterly on the progress of the program, particularly with respect to the arrival and condition of the commodities; provisions for the maintenance of usual marketings; and information relating to imports and exports of the same or like commodities.

ARTICLE IV

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 V

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 Djakarta in duplicate this eighteenth day of April 1966.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA:

Marshall Green
Ambassador

[SEAL]

FOR THE GOVERNMENT OF THE REPUBLIC OF INDONESIA:

Sri Sultan Hamengkubuwono IX
Deputy Prime Minister for Economy, Finance and Development

The American Ambassador to the Indonesian Minister for Foreign Affairs

No. 594 DJAKARTA, *April 18, 1966.*

EXCELLENCY:

I have the honor to refer to the Agricultural Commodities Agreement under Title IV between our two Governments signed today and to inform you of my Government's understanding of the following:

With regard to paragraph 4 of Article III of the Agreement, the Government of the Republic of Indonesia agrees to furnish the following information quarterly in connection with each shipment received of commodities financed under the Agreement: The name of each vessel; the date of arrival; the port of arrival; the commodity and quantity received; the condition in which the commodity was received; the date unloading was completed; and the disposition of the cargo, i.e., stored, distributed locally, or if shipped where shipped. In addition, the Government of the Republic of Indonesia agrees to furnish quarterly: (a) A statement of measures it has taken to prevent the re-export or transshipment of the commodities furnished, (b) assurances that the program has not resulted in the increased availability of the same or like commodities to other nations and (c) a statement showing progress made toward fulfilling commitments on usual marketings and offset purchases. The Government of the Republic of Indonesia agrees that the above statements will be accompanied by statistical data on imports and exports by country of origin or destination of commodities which are the same as or like those imported under the Agreement.

As agreed in conversations which have taken place between representatives of our two Governments, the rupiah resulting from the sale of commodities financed under the Agreement will be deposited by the Government of the Republic of Indonesia in a special account in the name of the Government of the Republic of Indonesia and will be used by the Government of the Republic of Indonesia for economic and social development programs as may be mutually agreed upon by our two Governments.

It is also understood that any rupiah resulting from the sale in Indonesia of the commodities financed under the agreement which are loaned by the Government of the Republic of Indonesia to private or nongovernmental organizations shall be loaned at rates of interest approximately equivalent to those charged for comparable loans in Indonesia.

Upon request, the Government of the Republic of Indonesia agrees to furnish the Government of the United States of America reports showing the total rupiah available to the Government of the Republic of Indonesia from the sale of the commodities, a list of the projects being undertaken, and related information including the name, location, amount invested in each project and status of completion.

I shall appreciate receiving your Excellency's confirmation of the above understanding.

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

MARSHALL GREEN

His Excellency
ADAM MALIK,
Minister for Foreign Affairs,
Djakarta.

The Indonesian Minister for Foreign Affairs to the American Ambassador

MENTERI LUAR NEGERI
REPUBLIK INDONESIA

No. 0198/66/83. DJAKARTA, *April 18, 1966*

EXCELLENCY:

I have the honor to acknowledge the receipt of your Note No. 594 of April 18, 1966, which reads as follows:

"I have the honor to refer to the Agricultural Commodities Agreement under Title IV between our two Governments signed today and to inform you of my Government's understanding of the following:

"With regard to paragraph 4 of Article III of the Agreement, the Government of the Republic of Indonesia agrees to furnish the following information quarterly in connection with each shipment received of commodities financed under the Agreement: The name of each vessel; the date of arrival; the port of arrival; the commodity and quantity received; the condition in which the commodity was received; the date unloading was completed; and the disposition of the cargo, i.e., stored, distributed locally, or if shipped where shipped. In addition, the Government of the Republic of Indonesia agrees to furnish quarterly: (a) A statement of measures it has taken to prevent the re-export or transshipment of the commodities furnished, (b) assurances that the program has not resulted in the increased availability of the same or like commodities to other nations and (c) a statement showing progress made toward fulfilling commitments on usual marketings and offset purchases. The Government of the Republic of Indonesia agrees that the above statements will be accompanied by statistical data on imports and exports by country of origin or destination of commodities which are the same as or like those imported under the Agreement.

"As agreed in conversations which have taken place between representatives of our two Governments, the rupiah resulting from the sale

of commodities financed under the Agreement will be deposited by the Government of the Republic of Indonesia in a special account in the name of the Government of the Republic of Indonesia and will be used by the Government of the Republic of Indonesia for economic and social development programs as may be mutually agreed upon by our two Governments.

"It is also understood that any rupiah resulting from the sale in Indonesia of the commodities financed under the agreement which are loaned by the Government of the Republic of Indonesia to private or nongovernmental organizations shall be loaned at rates of interest approximately equivalent to those charged for comparable loans in Indonesia.

"Upon request, the Government of the Republic of Indonesia agrees to furnish the Government of the United States of America reports showing the total rupiah available to the Government of the Republic of Indonesia from the sale of the commodities, a list of the projects being undertaken, and related information including the name, location, amount invested in each project and status of completion.

"I shall appreciate receiving your Excellency's confirmation of the above understanding."

I have the honor to confirm that the foregoing accords with the understanding of my Government.

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

For the Government of the
Republic of Indonesia

ADAM MALIK

Adam Malik
Minister of Foreign Affairs

His Excellency
MARSHALL GREEN,
Ambassador Extraordinary and Plenipotentiary,
Embassy of the United States of America,
Djakarta.-

TIAS 6016

AUSTRALIA

Sampling of Radioactivity of Upper Atmosphere by Means of Balloons

Agreement extending the agreement of May 9, 1961, as extended. Effected by exchange of notes Dated at Canberra May 9, 1966; Entered into force May 9, 1966.

The American Embassy to the Australian Department of External Affairs

No. 214

The Embassy of the United States of America presents its compliments to the Department of External Affairs and has the honor to refer to the exchange of Notes between the Government of the United States of America and the Government of the Commonwealth of Australia dated May 9, 1961, and September 11–October 30, 1962,[1] concerning a program to study the radioactivity of the upper atmosphere by means of high-altitude balloons. In view of the fact that, according to the terms of the above mentioned Notes, the agreed period of the program would expire May 9, 1966 and in view of the fact that the Australian Government is presently considering a proposal by the United States Government to modify and extend the program, the Embassy has the honor to request approval for the continuance of operations on the existing basis for another three months, during which time discussions pertaining to the conclusion of new arrangements may take place.

EMBASSY OF THE UNITED STATES OF AMERICA,
Canberra, May 9, 1966.

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[1] TIAS 4739, 5231; 12 UST 486; 13 UST 2625.

The Australian Department of External Affairs to the American Embassy

The Department of External Affairs presents its compliments to the Embassy of the United States of America and has the honour to refer to the Embassy's Note No. 214 of 9th May, 1966, requesting approval to continue operations on the existing basis for another three months of the programme to study the radioactivity of the upper atmosphere by means of high altitude balloons, established by the exchange of Notes between the Government of the United States of America and the Government of the Commonwealth of Australia dated 9th May, 1961, and 11th September–30th October, 1962.

In view of its current consideration of the United States Government's proposals to modify and extend the programme, the Australian Government agrees to continuance of operations on the existing basis for another three months so as to allow discussions on possible new arrangements to take place.

The Department of External Affairs avails itself of this opportunity to renew to the Embassy of the United States of America the assurance of its highest consideration.

CANBERRA

9th May, 1966

GREECE

Agricultural Commodities: Sales Under Title IV

Agreement amending the agreement of November 17, 1964, as amended.
Effected by exchange of notes
Signed at Athens January 13, 1966;
Entered into force January 13, 1966.

The American Ambassador to the Greek Prime Minister

EMBASSY OF THE
UNITED STATES OF AMERICA
Athens, January 13, 1966

DEAR MR. PRIME MINISTER:

I have the honor to refer to the Agricultural Commodities Agreement between our two Governments signed on November 17, 1964, as amended [1] and to propose that:

1. The commodity table in Article I be deleted and the following inserted:

Commodity	Supply Period	Approximate Maximum Quantity (Metric Tons)	Estimated Export Market Value To be Financed ($1,000)
Tallow, inedible	FY 1965	2,000	431
Barley	FY 1965	30,000	1,885
Corn	FY 1965	175,000	10,282
Grain Sorghums	FY 1965	15,000	716
Wheat	FY 1965	40,000	2,776
Ocean transportation (estimated)			2,859
Total:			18,949
Corn/grain sorghum	FY 1966	165,000	9,381
Tallow, inedible	FY 1966	2,000	431
Edible vegetable oil	CY 1966	10,000	3,190
Ocean transportation (estimated)			1,407
Total:			14,409

[1] TIAS 5695, 5795; 15 UST 2132; 16 UST 671.

2. The United States note of November 17, 1964, be amended by:

Rewriting the second paragraph to read as follows:

"In agreeing that the delivery of commodities pursuant to the above cited agreement should not unduly disrupt world prices of agricultural commodities or normal patterns of commercial trade with friendly countries, the Government of Greece agrees that:

"(1) Greece will, in addition to the commodities to be programmed under the agreement, import from friendly nations, as that term is used in the Act, including the United States of America, during each of United States Fiscal Years 1965 and 1966, 1,400 metric tons of inedible tallow; during Calendar Year 1966, 17,500 metric tons of edible vegetable oil of which at least 10,000 metric tons shall be from the United States of America; during United States Fiscal Year 1965, 50,000 metric tons of corn of which 37,500 metric tons from the United States of America, and during United States Fiscal Year 1966, 75,000 metric tons of corn of which 50,000 metric tons from the United States of America; and during United States Fiscal Year 1965, 16,000 metric tons of wheat and/or wheat flour;

"(2) In the event that Greece's exports of oil seeds (oil equivalent) and edible oils, during the period beginning on January 1, 1966 and ending on December 31, 1966 or on the final date on which edible oils purchased under this agreement are being imported and utilized, whichever is later, exceed a total of 5200 metric tons or exceed 350 metric tons to unfriendly nations, Greece will, within sixty days after the date of export (a) purchase and import with its own resources from the United States of America an equivalent quantity by weight of the commodity exported in excess of 5,200 metric tons and not already covered by the following provisions regarding excess exports to unfriendly nations, and (b) either purchase and import, with its own resources, from the United States of America an equivalent value of the commodity exported in excess of the 350 metric tons to unfriendly nations or pay the Government of the United States of America, in United States dollars, such equivalent value. This equivalent value shall be the F.O.B. value, as determined by the Government of the United States of America, of the commodity exported to unfriendly nations in excess of 350 metric tons;

"(3) The Government of Greece will not permit the export of inedible tallow, barley, or grain sorghums of either indigenous or imported origin, during United States Fiscal Year 1965 or any subsequent period during which the commodities purchased under the agreement are being imported and utilized;

"(4) In the event Greece exports any feed grains or more than 350,000 metric tons of wheat and/or wheat flour of either indigenous or imported origin during United States Fiscal Year 1966, the Government of Greece will upon demand of the Government of the United States of America, make payment in United States dollars of an amount equal to the United States dollar value of the quantity or quantities of any such commodities exported by Greece with interest at 6 percent per annum (in lieu of the rate specified in Article II of the agreement) which shall be computed from the respective dates of individual disbursements by the Government of the United States of America, beginning with the first disbursement and continuing as necessary with the oldest disbursements, which equal the total principal payment demanded by the Government of the United States of America. The amount of this payment of principal will be determined by the Government of the United States of America by multiplying the quantity of exports by Greece of feed grains or wheat and/or wheat flour in excess of 350,000 metric tons by the average unit cost of the feed grains and wheat and/or flour financed by the Government of the United States of America, it being understood that such average unit cost for wheat will be applied to the total amount due the Government of the United States under this agreement in the case of quantities of wheat and/or wheat flour exported by Greece up to the quantity of wheat and/or wheat flour financed by the Government of the United States of America under the agreement and thereafter the average unit price of feed grains will be applied to the total amount due and in the case of any quantities of feed grains exported by Greece the average unit price of feed grains will be applied to the total amount due. Related ocean freight costs may be included in such determination as deemed appropriate by the Government of the United States of America. The foregoing shall not be applicable to quantities of commodities exported by Greece which are in excess of the combined quantity of feed grains and wheat and/or wheat flour specified in Article I of the agreement or the aggregate of the quantity specified in credit purchase authorizations issued pursuant to this agreement, whichever is the lesser;

"(5) The Government of Greece will use at least twenty-five percent (25%) of the drachmae resulting from the sale of the commodities financed under this agreement after January 13, 1966 for livestock development programs, and the remaining amount for other economic and social development programs as may be mutually agreed upon by the two Governments."

It is proposed that this note and your reply concurring therein shall constitute an agreement between our two Governments to enter into force on the date of your reply.

Please accept, Mr. Prime Minister, the renewed assurance of my highest consideration.

Sincerely yours,

PHILLIPS TALBOT

His Excellency,
ST. STEPHANOPOULOS,
Prime Minister,
Athens.

The Greek Prime Minister to the American Ambassador

THE PRIME MINISTER OF GREECE

ATHENS, *January 13, 1966.*

DEAR MR. AMBASSADOR,

I have the honor to refer to your note of today's date proposing certain amendments to the Agricultural Commodities Agreement on November 17, 1964, between our two Governments.

On behalf of the Government of Greece I accept these amendments and concur that this exchange of notes constitutes an Agreement between our two Governments.

Sincerely yours,

STEPHEN STEPHANOPOULOS

Stephen Stephanopoulos

His Excellency,
PHILLIPS TALBOT,
Ambassador of the United States of America,
Athens.

UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND

Air Transport Services

Agreement amending the agreement of February 11, 1946, as amended.
Effected by exchange of notes
Signed at Washington May 27, 1966;
Entered into force May 27, 1966.

The British Ambassador to the Secretary of State

BRITISH EMBASSY
WASHINGTON
27th May, 1966.

126

SIR,

I have the honour to refer to the negotiations which took place at Washington from the 28th of February to the 23rd of April, 1966, between representatives of the Government of the United Kingdom of Great Britain and Northern Ireland and the Government of the United States of America concerning amendment of the Air Services Agreement between the two Governments signed at Bermuda on the 11th of February, 1946,[1] as amended[2] (hereinafter referred to as the Agreement). As a result of these negotiations I have the honour to propose that:

(a) the Agreement shall be further amended as follows:

(1) paragraphs (a) and (b) of Section IV of the Annex to the Agreement shall be deleted;

(2) Section III of the Annex to the Agreement shall be replaced by the revised Section III enclosed herein;

(b) operations by carriers of the respective parties on United Kingdom route 11 and United States route 3 may not commence before January 1, 1970; and

(c) the Government of the United Kingdom shall have the rights to substitute, at its option, Los Angeles for San Francisco

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[1] TIAS 1507; 60 Stat. 1499.

[2] TIAS 1640, 1714, 3338, 3675, 3719; 61 Stat. (pt. 3) 3089; 62 Stat. 1845; 6 UST 2919; 7 UST 2934, 3451.

and vice versa on United Kingdom route 8, and San Francisco for Los Angeles and vice versa on United Kingdom route 10. There shall be no objection to the issuance of a foreign air carrier permit to the designated United Kingdom carrier or carriers which would allow in each route one such substitution at any time, and which would provide that, thereafter, any further substitutions in either route may be made only at intervals of no less than three years, upon six months' notice through diplomatic channels.

I have also the honour to propose that, with respect to designation by either Government under Article 2 of the Agreement, it shall not be necessary for either Government to redesignate for routes in Section III of the Annex, as revised, air carriers now designated for the corresponding routes under the previous Section III, as shown in the table enclosed herein.

If the foregoing proposals are acceptable to the Government of the United States of America, I have the honour to propose that this note and your reply to that effect shall constitute an agreement further amending the Agreement of the 11th of February, 1946, as amended.

I avail myself of this opportunity to renew to you, Sir, the assurance of my highest consideration.

PATRICK DEAN

The Honorable DEAN RUSK,
Secretary of State.

III

(a) ROUTES TO BE SERVED BY THE AIR CARRIERS OF THE UNITED KINGDOM (i)

(In both directions: stops for non-traffic purposes omitted)

	Points of Departure. (Any one or more of the following.)	Intermediate Points. (Any one or more of the following if desired.)	Destinations in U.S. Territory. (Any one or more of the following if desired.)	Points Beyond. (Any one or more of the following if desired.)
1.	London		New York (iii)	San Francisco Points on Route 7
2.	London Prestwick Manchester	Shannon Iceland Azores Bermuda Gander Montreal	Boston New York Philadelphia Baltimore Washington Detroit Chicago	
3.	London Prestwick Manchester	Shannon Iceland Azores Bermuda Gander Montreal	New York	(a) Bahamas Cuba Jamaica Panama A point in Colombia A point in Ecuador Lima Santiago

[Footnotes (i)-(vi) on p. 688.]

	Points of Departure. (Any one or more of the following.)	Intermediate Points. (Any one or more of the following if desired.)	Destinations in U.S. Territory. (Any one or more of the following if desired.)	Points Beyond. (Any one or more of the following if desired.)
3.—Cont.				(b) St. Kitts Antigua Dominica St. Lucia St. Vincent Barbados Grenada Trinidad and Tobago Guyana
4.	Bermuda Barbados		Baltimore Washington New York Boston	Montreal
5.	British Honduras Cayman Islands	Merida Cozumel Chetumal Jamaica (ii)	Miami	
6.	Bahamas	Havana	Miami Palm Beach Fort Lauderdale Tampa	

7.	Hong Kong	Tokyo Manila Guam Wake Midway Honolulu	San Francisco	
8.	London		New York (iii) San Francisco	Honolulu American Samoa (iv) Fiji Australia New Zealand
9.	Bahamas		New York	
10.	London	Chicago (v)	Los Angeles	
11.	London		Miami	
12.	Antigua Barbuda Montserrat St. Kitts Nevis Anguilla British Virgin Islands	St. Maarten	St. Croix St. Thomas San Juan	Santo Domingo

[Footnotes (i)-(vi) on p. 688.]

Points of Departure. (Any one or more of the following.)	Intermediate Points. (Any one or more of the following if desired.)	Destinations in U.S. Territory. (Any one or more of the following if desired.)	Points Beyond. (Any one or more of the following if desired.)
13. Hong Kong	Taipei	Okinawa	Japan (vi)

(i) When a country or territory is listed in the route schedules without limitation to a single point therein, services may be provided to any point or points in that country or territory.

(ii) Without traffic rights to or from Miami.

(iii) All flights must serve New York.

(iv) American Samoa and Fiji will not be served on the same flight until after an exchange of South Pacific Local Service routes.

(v) Without traffic rights to or from the column 3 destination served.

(vi) Without traffic rights to or from Okinawa.

[Footnotes in original.]

(b) ROUTES TO BE SERVED BY THE AIR CARRIERS OF THE UNITED STATES (i)

(In both directions; stops for non-traffic purposes omitted)

	Points of Departure. (Any one or more of the following.)	Intermediate Points. (Any one or more of the following if desired.)	Destinations in U.K. Territory. (Any one or more of the following if desired.)	Points Beyond. (Any one or more of the following if desired.)
1.	Boston New York Philadelphia Baltimore Washington Detroit Chicago	Gander Greenland Iceland Shannon	London Prestwick	Amsterdam Helsinki Copenhagen Norway Sweden Hamburg Bremen Berlin Cologne Dusseldorf Frankfurt Stuttgart Munich Warsaw Moscow Leningrad Tallinn Riga Kaunas Vilnius

[Footnotes (i)-(viii) on p. 695.]

	Points of Departure. (Any one or more of the following.)	Intermediate Points. (Any one or more of the following if desired.)	Destinations in U.K. Territory. (Any one or more of the following if desired.)	Points Beyond. (Any one or more of the following if desired.)
2.	Boston New York Philadelphia Baltimore Washington Detroit Chicago	Gander Greenland Iceland Shannon	London Prestwick	Brussels Cologne Dusseldorf Frankfurt Nuremburg Stuttgart Munich Paris (ii) Switzerland (ii) Italy (ii) Vienna Prague Budapest Belgrade Bucharest Istanbul Ankara A point in Iran Beirut A point in Syria A point in Iraq A point in Afghanistan Karachi Delhi

				Calcutta Points on Route 6
3.	Miami		London	
4.	Boston New York Philadelphia Baltimore Washington Detroit Chicago	Portugal Spain France Switzerland Italy Athens Cairo Tel Aviv Jordan Kuwait Dhahran Bombay Ceylon Calcutta Bangkok	Hong Kong	
5.	Los Angeles San Francisco Seattle	Via a Polar Route	London	(a) Denmark Norway Sweden (b) Paris (iii)

[Footnotes (i)–(viii) on p. 695.]

	Points of Departure. (Any one or more of the following.)	Intermediate Points. (Any one or more of the following if desired.)	Destinations in U.K. Territory. (Any one or more of the following if desired.)	Points Beyond. (Any one or more of the following if desired.)
6.	Los Angeles San Francisco Portland Seattle Alaska	Honolulu Midway Wake Guam Manila Tokyo Osaka (iv) Seoul Okinawa Taipei (iv) Mainland of China (v)	Hong Kong	Macao Mainland of China (v) The territories formerly comprised in Indo China Thailand Burma Calcutta
7.	Los Angeles San Francisco Portland Seattle Hawaii	Society Islands American Samoa (vi)	Fiji	Noumea New Zealand Australia and beyond to: (a) Indonesia Singapore Malaysia Thailand The territories formerly comprised in Indo China Manila Hong Kong Points on Route 6 east of Hong Kong

				(b) Indonesia Singapore Malaysia Thailand Burma Calcutta Points on Route 2 except London and Prestwick
8.	Boston New York Baltimore Washington Detroit Chicago		Bermuda	
9.	Miami Palm Beach Fort Lauderdale Tampa	Havana	Bahamas	
10.	Boston New York Philadelphia Baltimore Washington Miami Fort Lauderdale		Bahamas Cavman Islands	Cuba Jamaica

[Footnotes (i)–(viii) on p. 695.]

Points of Departure. (Any one or more of the following.)	Intermediate Points. (Any one or more of the following if desired.)	Destinations in U.K. Territory. (Any one or more of the following if desired.)	Points Beyond. (Any one or more of the following desired.)
11. Puerto Rico U.S. Virgin Islands	St. Maarten Guadeloupe Martinique	British Virgin Islands Antigua St. Kitts Nevis Anguilla Montserrat Dominica St. Lucia St. Vincent Grenada Barbados	Guadeloupe Martinique Barbados Trinidad and Tobago
12. Boston New York Washington Miami Puerto Rico	Cuba Bahamas (vii) Jamaica (vii) Haiti Dominican Republic St. Maarten Guadeloupe Martinique U.S. Virgin Islands Puerto Rico	St. Kitts (viii) Antigua Dominica (viii) St. Lucia St. Vincent (viii) Barbados Grenada (viii) Cayman Islands British Honduras	Guadeloupe Martinique Barbados Curacao Aruba Trinidad and Tobago Canal Zone/Panama South America

(i) Where a country or territory is listed in the route schedules without limitation to a single point therein, service may be provided to any point or points in that country or territory.

(ii) For cargo and mail only. Without traffic rights to or from London or Prestwick.

(iii) Without traffic rights to or from London.

(iv) Without passenger rights to or from Hong Kong.

(v) The mainland of China may not be served as an intermediate point and as a point beyond Hong Kong on the same flight.

(vi) American Samoa and Fiji will not be served on the same flight until after an exchange of South Pacific Local Service routes.

(vii) These points may not be served on the same flight.

(viii) Available only for services originating at the U.S. mainland points in column 1.

[Footnotes in original.]

Correspondence of Previously-Existing and New Routes for Purposes of Designation

U.K. Routes

Previous Route Nos.	New Route Nos.
1	1
2	2
3	3
4	4
5	5
6	6
7	7
8	8
9	9
10	10

U.S. Routes

Previous Route Nos.	New Route Nos.
1	1
2	2
16	5
6	6
14	7
8	8
9	9
15	10
12	12

The Secretary of State to the British Ambassador

DEPARTMENT OF STATE
WASHINGTON
May 27, 1966

EXCELLENCY:

I have the honor to acknowledge receipt of your note No. 126 dated today which reads as follows:

"I have the honour to refer to the negotiations which took place at Washington from the 28th of February to the 23rd of April, 1966 between representatives of the Government of the United Kingdom of Great Britain and Northern Ireland and the Government of the United States of America concerning amendment of the Air Services Agreement between the two Governments signed at Bermuda on the 11th of February, 1946, as amended (hereinafter referred to as the Agreement). As a result of these negotiations I have the honour to propose that:

(a) the Agreement shall be further amended as follows:

(1) paragraphs (a) and (b) of Section IV of the Annex to the Agreement shall be deleted;

(2) Section III of the Annex to the Agreement shall be replaced by the revised Section III enclosed herein;

(b) operations by carriers of the respective parties on United Kingdom route 11 and United States route 3 may not commence before January 1, 1970; and

(c) the Government of the United Kingdom shall have the rights to substitute, at its option, Los Angeles for San Francisco and vice versa on United Kingdom route 8, and San Francisco for Los Angeles and vice versa on United Kingdom route 10. There shall be no objection to the issuance of a foreign air carrier permit to the designated United Kingdom carrier or carriers which would allow in each route one such substitution at any time, and which would provide that, thereafter, any further substitutions in either route may be made only at intervals of no less than three years, upon six months' notice through diplomatic channels.

2. I have also the honour to propose that, with respect to designation by either Government under Article 2 of the Agreement, it shall not be necessary for either Government to redesignate for routes in Section III of the Annex, as revised, air carriers now designated for the corresponding routes under the previous Section III, as shown in the table enclosed herein.

3. If the foregoing proposals are acceptable to the Government of the United States of America, I have the honour to propose that

this note and your reply to that effect shall constitute an agreement further amending the Agreement of the 11th of February, 1946, as amended."

I have the honor to inform you that the Government of the United States of America accepts the foregoing proposals and considers that your note and this reply constitute an agreement further amending the Air Services Agreement between the United States of America and the United Kingdom of Great Britain and Northern Ireland signed at Bermuda on February 11, 1946, as amended.

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

For the Secretary of State:

ANTHONY M. SOLOMON

Enclosures:

Copies of enclosures referred to in British note. [1]

His Excellency
Sir PATRICK DEAN, G.C.M.G.,
British Ambassador.

[1] *Ante*, pp. 685–696.

PARAGUAY

Agricultural Commodities: Sales Under Title IV

Agreement signed at Asunción April 27, 1966;
Entered into force April 27, 1966.
With exchange of notes.

AGRICULTURAL COMMODITIES AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF PARAGUAY UNDER TITLE IV OF THE AGRICULTURAL TRADE DEVELOPMENT AND ASSISTANCE ACT, AS AMENDED

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

Recognizing the desirability of expanding trade in agricultural commodities between their two countries in a manner which would utilize surplus agricultural commodities, including the products thereof, produced in the United States of America to assist economic development in Paraguay;

Recognizing that such expanded trade should be carried on in a manner which would not displace cash marketings of the United States of America in those commodities or unduly disrupt world prices of agricultural commodities or normal patterns of commercial trade;

Recognizing further that by providing such commodities to Paraguay under long-term supply and credit arrangements, the resources and manpower of Paraguay can be utilized more effectively for economic development without jeopardizing meanwhile adequate supplies of agricultural commodities for domestic use;

Desiring to set forth the understandings which will govern the sales, as specified below, of commodities to Paraguay pursuant to Title IV of the Agricultural Trade Development and Assistance Act,[1] as amended (hereinafter referred to as the Act);

Have agreed as follows:

ARTICLE I

COMMODITY SALES PROVISIONS

1. Subject to issuance by the Government of the United States of America and acceptance by the Government of Paraguay of credit

[1] 73 Stat. 610; 7 U.S.C. §§ 1731–1736.

purchase authorizations and to the availability of commodities under the Act at the time of exportation, the Government of the United States of America undertakes to finance, during the periods specified below, or such longer periods as may be authorized by the Government of the United States of America, sales for United States dollars, to purchasers authorized by the Government of Paraguay, of the following commodities:

Commodity	Supply Period	Approximate Maximum Quantity (Metric tons)	Maximum Export Market Value to be Financed
Wheat	Calendar Year 1966	40,000	$2,328,000
Ocean transportation (estimated)			217,000
			$2,545,000

The total amount of financing provided in the credit purchase authorizations shall not exceed the above-specified export market value to be financed, except that additional financing for ocean transportation will be provided if the estimated amount for financing shipments required to be made on United States flag vessels proves to be insufficient. It is understood that the Government of the United States of America may limit the amount of financing provided in the credit purchase authorizations, as price declines or other marketing factors may require, so that the quantities of commodities financed will not substantially exceed the above-specified approximate maximum quantities.

2. Application for credit purchase authorizations will be made promptly after the effective date of this Agreement. Purchase authorizations will include provisions relating to the sale and delivery of the commodities and other relevant matters.

3. The financing, sale, and delivery of commodities hereunder may be terminated by either Government if that Government determines that because of changed conditions the continuation of such financing, sale, and delivery is unnecessary or undesirable.

Article II

CREDIT PROVISIONS

1. The Government of Paraguay will pay, or cause to be paid, in United States dollars to the Government of the United States of America for the commodities specified in Article I and related ocean transportation (except excess ocean transportation costs resulting from the requirement that United States flag vessels be used), the amount financed by the Government of the United States of America together with interest thereon.

2. The amount of the principal due for commodities, ocean transportation and other costs in connection with commodities delivered in each calendar year under this Agreement will be made in 19 annual payments, the first of which will be due March 31 immediately following the calendar year of shipment. This payment will be for 15 percent of the amount financed in connection with shipments made in the preceding calendar year. Payment for the balance of amounts financed in connection with shipments made in each calendar year will be made in 18 approximately equal annual installments due on anniversary date of the first payment. Any annual payment may be made prior to the due date thereof.

3. Interest on the unpaid balance of the principal due the Government of the United States of America for commodities delivered in each calendar year shall begin on the date of last delivery of commodities in such calendar year and be paid not later than the date on which the annual payment of principal becomes due. The interest shall be computed at the rate of 2½ percent per annum.

4. All payments shall be made in United States dollars and the Government of Paraguay shall deposit, or cause to be deposited, such payments in the United States Treasury for credit to the Commodity Credit Corporation unless another depository is agreed upon by the two Governments.

5. The two Governments will each establish appropriate procedures to facilitate the reconciliation of their respective records of the amounts financed with respect to the commodities delivered during each calendar year.

6. For the purpose of determining the date of last delivery of commodities for each calendar year, delivery shall be deemed to have occurred as of the onboard date shown in the ocean bill of lading which has been signed or initialed on behalf of the carrier.

ARTICLE III

GENERAL PROVISIONS

1. The Government of Paraguay will take all possible measures to prevent the resale or transshipment to other countries, or the use for other than domestic consumption, of the agricultural commodities purchased pursuant to this Agreement (unless such resale, transshipment or use is specifically approved by the Government of the United States of America); to prevent the export of any commodity of either domestic or foreign origin which is the same as or like the commodities purchased pursuant to this Agreement during the period beginning on the date of this Agreement and ending on the final date on which said commodities are being received and utilized (except where such export is specifically approved by the Government of the United States of America); and to ensure that the purchase of commodities pursuant to this Agreement does not result in increased availability of the same

or like commodities to nations unfriendly to the United States of America.

2. The two Governments will take reasonable precautions to assure that sales and purchases of commodities pursuant to the Agreement will not displace usual marketings of the United States of America in these commodities or unduly disrupt world prices of agricultural commodities or normal patterns of commercial trade of countries friendly to the United States of America.

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 Paraguay will furnish information quarterly on the progress of the program, particularly with respect to the arrival and condition of the commodities and provisions for the maintenance of usual marketings, and information relating to imports and exports of the same or like commodities.

ARTICLE IV

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 V

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 Asunción in duplicate this 27th day of April, 1966.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA:

WILLIAM P. SNOW

William P. Snow
Ambassador in Extraordinary and Plenipotentiary of the United States of America in Paraguay

[SEAL]

FOR THE GOVERNMENT OF PARAGUAY:

RAÚL SAPENA PASTOR

Raúl Sapena Pastor
Minister of Foreign Relations

[SEAL]

CONVENIO SOBRE PRODUCTOS AGRICOLAS ENTRE EL GOBIERNO DEL PARAGUAY Y EL GOBIERNO DE LOS ESTADOS UNIDOS DE AMERICA, SEGUN EL TITULO IV DE LA LEY DE AYUDA Y DE DESARROLLO COMERCIAL AGRICOLA Y SUS ENMIENDAS

El Gobierno del Paraguay y el Gobierno de los Estados Unidos de América:

Reconociendo la conveniencia de ampliar el comercio de productos agrícolas entre sus dos países, de tal forma que se utilicen los productos agrícolas excedentes, incluyendo sus derivados, producidos en los Estados Unidos de América a fin de ayudar al desarrollo económico del Paraguay.

Considerando que tal expansión del comercio deberá realizarse en forma que no desplace los mercados al contado de los Estados Unidos de América de aquellos productos, o desequilibre indebidamente los precios mundiales de los productos agrícolas o las pautas normales de las relaciones comerciales.

Reconociendo además, que al proveer de tales productos al Paraguay, conforme a arreglos de abastecimiento y crédito a largo plazo, los recursos y potencial humano del Paraguay pueden utilizarse más efectivamente en el desarrollo económico, sin arriesgar mientras tanto los suministros adecuados de productos agrícolas para uso interno.

Deseando dejarsentadas las bases del entendimiento que regulará las ventas de los productos al Paraguay tal como se especifica a continuación, de conformidad con el Título IV de la Ley de Ayuda y de Desarrollo Comercial y Agrícola y sus enmiendas (a la que en adelante se denominará "la Ley").

Han convenido lo siguiente:

ARTICULO I

DISPOSICIONES PARA LA VENTA DE LOS PRODUCTOS

1. Sujeto a la emisión por el Gobierno de los Estados Unidos de América, y a la aceptación por el Gobierno del Paraguay de autorizaciones de compra a crédito, y a la disponibilidad de los productos bajo la Ley a la fecha de exportación, el Gobierno de los Estados Unidos de América asumirá la financiación durante los períodos que se especifican más abajo o por periodos mayores, según sea autorizado por el Gobierno de los Estados Unidos de América, de las ventas en dólares de los Estados Unidos de América a compradores autorizados por el Gobierno del Paraguay, de los siguientes productos:

Producto	Período de Suministro	Cantidad Máxima Aproximada (Ton. Métricas)	Valor Máximo Mercado Exportación a ser Financiado
Trigo	Año Calendario 1966	40. 000	US$ 2. 328. 000
Transporte oceánico (estimado)			217. 000
			US$ 2. 545. 000

La cantidad total de financiamiento estipulado en las autorizaciones de compra a crédito no debe exceder al valor en mercado de exportación arriba especificado, a ser financiado, excepto en el caso que la suma estimada para financiar embarques que se requieran hacer en navíos de bandera estadounidense demuestre ser insuficiente, en cuyo caso se proveerá un financiamiento adicional para transporte oceánico. Se da por entendido que el Gobierno de los Estados Unidos de América puede, conforme las bajas de precio u otros factores del mercado lo requieran, limitar la cantidad de financiamiento estipulada en las autorizaciones de compra a crédito de modo que las cantidades de productos financiadas no excedan en substancia a las cantidades máximas aproximadas anteriormente especificadas.

2. La solicitud de autorizaciones de compra a crédito se presentarán prontamente después de la fecha en que entre en vigencia este Convenio. Las autorizaciones de compra incluirán disposiciones referentes a la venta y entrega de los productos así como otros asuntos pertinentes.

3. La financiación, venta y entrega de los productos contemplados en el presente Convenio podrán ser terminadas por cualesquiera de los dos Gobiernos si el Gobierno en cuestión determinara que, debido a cambios en las condiciones, la continuación de tal financiación, venta y entrega es innecesaria o inconveniente.

Articulo II

DISPOSICIONES REFERENTES AL CREDITO

1. El Gobierno del Paraguay pagará o hará pagar en dólares estadounidenses al Gobierno de los Estados Unidos de América, por los productos especificados en el Artículo I y por el transporte oceánico correspondiente (excepto el costo extra de los fletes oceánicos que resulte de la exigencia de que se utilicen barcos de bandera estadounidense), la cantidad financiada por el Gobierno de los Estados Unidos de América, más el interés correspondiente.

2. La cantidad del principal adeudada en concepto de productos, transporte oceánico y otros costos relacionados con los productos entregados cada año calendario conforme a este Convenio se abonará en 19 pagos anuales, el primero de los cuales vencerá el 31 de marzo

del año siguiente al año calendario en que se efectuó el embarque. Este pago consistirá en el 15% de la cantidad financiada en relación con los embarques efectuados durante el año calendario precedente. El pago del saldo de las cantidades financiadas en relación con los embarques efectuados durante cada año calendario se efectuará en 18 cuotas anuales aproximadamente iguales con vencimiento en la fecha aniversario del primer pago. Todo pago anual se puede efectuar antes de la fecha de vencimiento.

3. El interés sobre el saldo de la cantidad principal adeudada al Gobierno de los Estados Unidos de América por los productos entregados en cada año calendario empezará a contarse desde la fecha de la última entrega de productos en tal año calendario y se pagará no más tarde de la fecha de vencimiento del pago anual del principal. El interés será computado a la tasa de 2. ½ por ciento anual.

4. Todos los pagos serán hechos en dólares de los Estados Unidos y el Gobierno del Paraguay depositará o hará depositar dichos pagos en la Tesorería de los Estados Unidos de América para el crédito de la Corporación de Crédito para Productos, a menos que los dos Gobiernos convengan en otro depositario.

5. Cada uno de los dos Gobiernos establecerá procedimientos apropiados para facilitar la reconciliación de sus respectivos registros de las cantidades financiadas con relación a los productos entregados durante cada año calendario.

6. Con el objeto de determinar la fecha de la última entrega de productos de cada año calendario, se considerará realizada la entrega en la fecha de embarque que figura en el conocimiento de embarque que haya sido firmado o marcado con iniciales en nombre de la empresa de transporte.

Articulo III

DISPOSICIONES GENERALES

1. El Gobierno del Paraguay tomará todas las medidas posibles para impedir la reventa o reembarque a otros países, o el uso para otros fines que no sean de consumo nacional, de los productos agrícolas adquiridos según este Convenio (a menos que tal reventa, reembarque o uso sea específicamente aprobado por el Gobierno de los Estados Unidos de América); para impedir la exportación de cualquier producto de orígen nacional o extranjero, que sea igual o similar a los productos adquiridos según este Convenio, durante el período a contar desde la fecha de este Convenio y a terminar en la fecha última en la que dichos productos hayan sido recibidos y utilizados (excepto cuando tal exportación sea específicamente aprobada por el Gobierno de los Estados Unidos de América); y para asegurar que la adquisición de los productos contemplados en este Convenio no resulte en un aumento de la disponibilidad de los mismos u otros similares para naciones no amigas de los Estados Unidos de América.

2. Los dos Gobiernos tomarán precauciones razonables para asegurar que las ventas y compras de productos que se efectúen de acuerdo con el Convenio no desplazarán los mercados usuales que realizan en estos productos los Estados Unidos de América o desequilibraran indebidamente los precios mundiales de los productos agrícolas o las pautas normales de las relaciones comerciales de los países amigos de los Estados Unidos de América.

3. Al llevar a efecto las disposiciones de este Convenio, los dos Gobiernos tratarán de asegurar condiciones comerciales que permitan a los comerciantes particulares operar eficazmente y emplearán sus mejores esfuerzos para fomentar y extender la contínua demanda de productos agrícolas en el mercado.

4. El Gobierno del Paraguay suministrará trimestralmente información sobre el progreso del programa, particularmente con respecto a la llegada y condición de los productos y a las disposiciones para la mantención de mercados usuales, e información relativa a las importaciones y exportaciones de los mismos o similares productos.

ARTICULO IV

CONSULTAS

A solicitud de cualquiera de ellos, los dos Gobiernos se consultarán sobre cualquier asunto relativo a la aplicación de este Convenio o a la ejecución de los arreglos efectuados de conformidad al mismo.

ARTICULO V

VIGENCIA

Este Convenio entrará en vigor al ser suscrito.

En fe de lo cual, los respectivos Plenipotenciarios, debidamente autorizados para tal fin, suscriben el presente Convenio.

Firmado en Asunción, en duplicado, este veintisiete día de abril de mil novecientos sesenta y seis.

POR EL GOBIERNO DE LOS ESTADOS UNIDOS DE AMERICA

WILLIAM P. SNOW

William P. Snow
Embajador Extraordinario y Plenipotenciario de los EE. UU. de América

[SEAL]

POR EL GOBIERNO DE LA REPUBLICA DEL PARAGUAY

RAÚL SAPENA PASTOR

Raúl Sapena Pastor
Ministro de Relaciones Exteriores

[SEAL]

The American Ambassador to the Paraguayan Minister of Foreign Relations

EMBASSY OF THE
UNITED STATES OF AMERICA
April 27, 1966

No. 399

EXCELLENCY:

I have the honor to refer to the Agricultural Commodities Agreement between our two Governments signed today and to inform you of my Government's understanding of the following:

1. With regard to paragraph 4 of Article III of the Agreement, the Government of Paraguay agrees to furnish the following information quarterly in connection with each shipment of commodities financed under the Agreement: the name of each vessel, the date of arrival, the port of arrival, the commodity and quantity received, the condition in which the commodity was received, the date unloading was completed and the disposition of the cargo, i.e., stored, distributed locally or if shipped, where shipped. In addition, the Government of Paraguay agrees to furnish quarterly: (a) statement of measures it has taken to prevent the reexport or transshipment of the commodities furnished, (b) assurances that the program has not resulted in the increased availability of the same or like commodities to other nations and (c) a statement showing progress made toward fulfilling commitments on usual marketings and offset purchases. The Government of Paraguay agrees that the above statement will be accompanied by statistical data on imports and exports by country of origin or destination of commodities which are the same as or like those imported under the Agreement.

2. As agreed in conversations which have taken place between representatives of our two Governments, the guaranies resulting from the sale of commodities financed under the Agreement will be deposited by the Government of Paraguay in a special account in the name of the Government of Paraguay and will be used by the Government of Paraguay for economic and social development programs according to the objectives of the Act of Bogota[1] and the Charter of Punta del Este[2] as hereinafter may be mutually agreed upon by our two Governments. It is understood that such agreements will be made in writing between the United States Government and the Government of Paraguay with Ministry of Finance and the Central Bank representing the Government of Paraguay.

3. Any guaranies resulting from the sale in Paraguay of the commodities financed under the Agreement which are loaned by the Government of Paraguay to private or nongovernmental organizations shall be loaned at rates of interest approximately equivalent to those charged for comparable loans in Paraguay.

[1] *Department of State Bulletin*, Oct. 3, 1960, p. 537.
[2] *Ibid.*, Sept. 11, 1961, p. 463.

4. Upon request, the Government of Paraguay agrees to furnish the Government of the United States of America reports showing the total guaranies available to the Government of Paraguay from the sale of the commodities, a list of the projects being undertaken, and related information including the name, location, status of completion of each project and the amount invested in it.

5. In expressing its agreement with the Government of the United States of America that the delivery of commodities pursuant to the Agreement should not unduly disrupt world prices of agricultural commodities or normal patterns of commercial trade with friendly nations, the Government of Paraguay agrees that in addition to the commodities to be purchased under the terms of the Agreement, Paraguay will procure and import with its own resources from free world sources, including the United States of America, during Calendar Year 1966 at least 40,000 metric tons of wheat and/or wheat flour in terms of grain equivalent. If the delivery of commodities under the Agreement has not been completed by December 31, 1966, the level of additional usual marketing requirements, if any, to apply during such additional supply period as may be granted by the Government of the United States shall be determined at the time of the Government of Paraguay's request for an extension.

I shall appreciate receiving your Excellency's confirmation of the above understanding.

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

WILLIAM P. SNOW

His Excellency
Dr. RAÚL SAPENA PASTOR,
Minister of Foreign Relations
of the Republic of Paraguay,
Asunción.

The Paraguayan Minister of Foreign Relations to the American Ambassador

MINISTERIO DE RELACIONES EXTERIORES

ASUNCIÓN, *27 de abril de 1966*

SEÑOR EMBAJADOR:

Tengo a honra dirigirme a Vuestra Excelencia, con el objeto de acusar recibo a su nota de fecha de hoy, cuyo texto es el siguiente:

"Excelencia: Tengo el honor de hacer referencia al Convenio sobre Productos Agrícolas entre nuestros dos Gobiernos, suscrito en el día de la fecha, e informarle respecto al entendimiento de mi Gobierno de lo siguiente:

1. Con respecto al párrafo 4 del Artículo III del Convenio, el Gobierno del Paraguay conviene en proporcionar la siguiente información trimestral relacionada con cada embarque de productos financiado bajo el Convenio; el nombre de cada buque, fecha de llegada, puerto de llegada, producto y cantidad recibida, condición en que fue recibido el producto, fecha en que terminó la descarga y la forma en que se dispuso de la carga, i.e., almacenada, distribuída localmente, o si fue embarcada, a que destino. Además, el Gobierno del Paraguay acepta suministrar trimestralmente: (a) un informe respecto a las medidas que ha tomado a fin de prevenir la reexportación o reembarque de los productos suministrados, (b) seguridad de que el programa no ha ocasionado una mayor disponibilidad del mismo o similares productos en otras naciones, y (c) un informe que refleje el progreso obtenido en el cumplimiento de los compromisos en los mercados usuales y compras compensatorias. El Gobierno del Paraguay conviene en enviar los informes a que se hace referencia arriba acompañados de datos estadísticos sobre importaciones y exportaciones por país de orígen o de destino de los productos que sean los mismos o similares a los importados bajo el Convenio.

2. Como quedó convenido en conversaciones que han tenido lugar entre representantes de nuestros dos Gobiernos, los Guaraníes resultantes de la venta de productos financiados bajo el Convenio serán depositados por el Gobierno del Paraguay en una cuenta especial a nombre del Gobierno del Paraguay y serán usados por este Gobierno en programas de desarrollo económico y social de acuerdo a los objetivos del Acta de Bogotá y de la Carta de Punta del Este, según convengan mútuamente, de ahora en adelante, nuestros dos Gobiernos. Se entiende que dichos Convenios se harán por escrito entre el Gobierno de los Estados Unidos y el Gobierno del Paraguay con el Ministerio de Hacienda y el Banco Central en representación del Gobierno del Paraguay.

3. Los Guaraníes resultantes de la venta en el Paraguay de los productos financiados bajo el Convenio prestados por el Gobierno del Paraguay a organizaciones privadas o no gubernamentales serán prestados a tasas de interés equivalentes aproximadamente a las que se cargan sobre préstamos comparables en el Paraguay.

4. El Gobierno del Paraguay conviene en suministrar al Gobierno de los Estados Unidos, a su pedido, informes que muestren la cantidad total de Guaraníes de que dispone el Gobierno del Paraguay procedentes de la venta de los productos, una lista de los proyectos en ejecución e información similar que incluya el nombre, ubicación, grado de adelanto de cada proyecto y la cantidad invertida en el mismo.

5. Al expresar su acuerdo con el Gobierno de los Estados Unidos de América de que la entrega de los productos de acuerdo con el Convenio no desequilibrará indebidamente los precios mundiales de los productos agrícolas o las pautas normales de las relaciones comerciales con las naciones amigas, el Gobierno del Paraguay conviene en que además de los productos a ser adquiridos bajo los términos del Convenio, buscará e importará con sus propios recursos de fuentes del mundo libre, inclusive los Estados Unidos de América, durante el año calendario 1966, por lo menos 40.000 toneladas métricas de trigo y/o harina de trigo en términos de equivalente en grano. Si la entrega de productos bajo el Convenio no ha sido completada al 31 de diciembre de 1966, el nivel de requerimientos de mercado usual adicional, si existiere, a aplicar durante tal período adicional de suministro que pueda ser concedido por el Gobierno de los Estados Unidos será determinado en el momento en que el Gobierno del Paraguay pida una extensión.

Agradeceré recibir la confirmación de Vuestra Excelencia sobre el entendimiento arriba expuesto.

Acepte, Excelencia, las renovadas seguridades de mi más alta consideración".

En respuesta me es grato expresar a Vuestra Excelencia que el Gobierno de mi país concuerda con el contenido de vuestra nota precedentemente transcripta y por consiguiente, la misma y la presente nota constituyen un Acuerdo entre nuestros dos Gobiernos sobre la materia.

Hago propicia la oportunidad para reiterar a Vuestra Excelencia las seguridades de mi distinguida consideración.

RAÚL SAPENA PASTOR

A Su Excelencia
Don WILLIAM P. SNOW
Embajador Extraordinario y Plenipotenciario
de los Estados Unidos de América en el Paraguay
Ciudad

Translation

MINISTRY OF FOREIGN RELATIONS

ASUNCIÓN, *April 27, 1966*

MR. AMBASSADOR:

I have the honor to address Your Excellency in order to acknowledge receipt of your note of this date, which reads as follows:

[For the English language text see *ante*, p. 707.]

In reply, I am happy to inform Your Excellency that the Government of my country agrees to the terms of your note transcribed above, and, consequently, that note and this note shall constitute an agreement between our two Governments on the matter.

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

RAÚL SAPENA PASTOR

His Excellency
WILLIAM P. SNOW,
Ambassador Extraordinary and Plenipotentiary
of the United States of America
in Paraguay,
City.

DENMARK

Air Transport Services

Agreement amending the agreement of December 16, 1944.
Effected by exchange of notes
Signed at Washington June 7, 1966;
Entered into force June 7, 1966.
With related notes.

The Secretary of State to the Danish Ambassador

DEPARTMENT OF STATE
WASHINGTON
Jun 7 1966

EXCELLENCY:

I have the honor to refer to the discussions which recently have taken place in Washington between representatives of the Government of the United States of America and the Government of Denmark with respect to the Air Transport Agreement between the United States of America and Denmark, signed on December 16, 1944, [1] as amended, [2] and to propose that the Annex to the said Agreement be replaced with the following:

"ANNEX TO AIR TRANSPORT AGREEMENT BETWEEN THE UNITED STATES OF AMERICA AND DENMARK

A. Airlines of the United States designated under the present Agreement are accorded rights of transit and non-traffic stop in Danish territory, as well as the right to pick up and discharge international traffic in passengers, cargo and mail at the points in Denmark specified in the following route:

From the United States via intermediate points to Copenhagen and points beyond; in both directions.

For the purpose of picking up and/or discharging international traffic in cargo and/or mail at Copenhagen, airlines of the United States designated under the present Agreement may, on any services to and from the United States, route their aircraft (which are provided for the carriage of passengers, cargo and mail either separately

[1] EAS 430; 58 Stat. 1458.
[2] TIAS 3014, 4071; 5 UST 1422; 9 UST 1005.

or in any combination) with complete flexibility in the order of points served among any points outside Denmark as intermediate and beyond points.

The right of such designated United States airlines to pick up and/or discharge traffic in passengers at Copenhagen shall be neither expanded nor diminished by this understanding. Nor shall the rights accorded by Article 12 of the present Agreement be affected by the above paragraph.

B. Airlines of Denmark designated under the present Agreement are accorded rights of transit and non-traffic stop in the territory of the United States, as well as the right to pick up and discharge international traffic in passengers, cargo and mail at the points in the United States specified in the following routes:

1. From Denmark via intermediate points to (a) New York and (b) Chicago; in both directions.
2. From Denmark via Greenland to Seattle and Los Angeles; in both directions.
3. From Denmark to Anchorage; in both directions.

C. Points on any of the specified routes may at the option of the designated airline, be omitted on any or all flights."

If the proposal as set forth above is agreeable to the Government of Denmark, the Government of the United States of America will be pleased to consider this note and your reply concurring therein as constituting an agreement between our two Governments which shall enter into force on the date of your reply of acceptance.

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

For the Secretary of State:

ANTHONY M. SOLOMON

His Excellency
TORBEN RØNNE,
Ambassador of Denmark.

The Danish Ambassador to the Secretary of State

DANISH EMBASSY
WASHINGTON, D.C.

JUNE 7, 1966

SIR:

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

"I have the honor to refer to the discussions which recently have taken place in Washington between representatives of the Government of the United States of America and the Government of Denmark with respect to the Air Transport Agreement between

the United States of America and Denmark, signed on December 16, 1944, as amended, and to propose that the Annex to the said Agreement be replaced with the following:

"ANNEX TO AIR TRANSPORT AGREEMENT BETWEEN THE UNITED STATES OF AMERICA AND DENMARK

A. Airlines of the United States designated under the present Agreement are accorded rights of transit and non-traffic stop in Danish territory, as well as the right to pick up and discharge international traffic in passengers, cargo and mail at the points in Denmark specified in the following route:

From the United States via intermediate points to Copenhagen and points beyond; in both directions.

For the purpose of picking up and/or discharging international traffic in cargo and/or mail at Copenhagen, airlines of the United States designated under the present Agreement may, on any services to and from the United States, route their aircraft (which are provided for the carriage of passengers, cargo and mail either separately or in any combination) with complete flexibility in the order of points served among any points outside Denmark as intermediate and beyond points.

The right of such designated United States airlines to pick up and/or discharge traffic in passengers at Copenhagen shall be neither expanded nor diminished by this understanding. Nor shall the rights accorded by Article 12 of the present Agreement be affected by the above paragraph.

B. Airlines of Denmark designated under the present Agreement are accorded rights of transit and non-traffic stop in the territory of the United States, as well as the right to pick up and discharge international traffic in passengers, cargo and mail at the points in the United States specified in the following routes:

1. From Denmark via intermediate points to (a) New York and (b) Chicago; in both directions.
2. From Denmark via Greenland to Seattle and Los Angeles; in both directions.
3. From Denmark to Anchorage; in both directions.

C. Points on any of the specified routes may at the option of the designated airline, be omitted on any or all flights."

If the proposal as set forth above is agreeable to the Government of Denmark, the Government of the United States of America will be pleased to consider this note and your reply concurring therein as constituting an agreement between our two Governments which shall enter into force on the date of your reply of acceptance.

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

TIAS 6021

I have the honor to inform you that the routes described above and the terms and conditions specified are in accordance with the understanding of the Government of Denmark, and that my Government will consider your note together with this reply as constituting an amendment of the agreement effective from today's date.

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

TORBEN RØNNE

Torben Rønne
Ambassador of Denmark

The Honorable
DEAN RUSK
Secretary of State of
the United States of America
Washington

The Secretary of State to the Danish Ambassador

DEPARTMENT OF STATE
WASHINGTON
Jun 7 1966

EXCELLENCY:

I have the honor to refer to discussions which recently have taken place in Washington between representatives of the Government of the United States of America and the Government of Denmark with respect to the Air Transport Agreement between the United States of America and Denmark, signed on December 16, 1944, as amended, and to set forth the following understandings which were reached.

1. Article 12 states "that services provided by a designated airline under the present Agreement shall retain as their primary objective the provision of capacity adequate to the traffic demands between the country of which such airline is a national and the countries of ultimate destination of the traffic." Both Contracting Parties recognize that the traffic demands referred to are those of traffic whose initial origin or ultimate destination, as shown on the ticket or waybill or combination of tickets or combination of waybills, is in the country of which the transporting airline is a national, whether or not the traffic passes through, connects at, or stops over for any length of time within the period of validity of the ticket at any point or points en route.

2. Article 12 further grants "the right to embark or disembark on such services international traffic destined for and coming from third countries at a point or points on the routes specified" in accordance with certain principles. Both Contracting Parties recognize that the traffic referred to is all traffic having neither its initial origin nor

ultimate destination, as shown by the ticket or waybill or combination of tickets or combination of waybills, in the country of which the transporting airline is a national, irrespective of whether the initial origin or the ultimate destination of the traffic is intermediate to or beyond the terminals of the route, specified in the Annex to the Agreement, over which it is transported.

3. Both Contracting Parties agree that the services of a designated airline over a route specified in the Annex to the Agreement, in meeting their primary objective of providing capacity adequate to the traffic demands between the country of which such airline is a national and the countries of ultimate destination of the traffic, may, notwithstanding the above understanding of Article 12 of the Agreement, also add to their primary objective the provision of capacity adequate to the demands of passenger traffic stopping over for 12 hours or more at a point in the country of which such designated airline is a national en route to or from points not in the country of which such designated airline is a national. This addition to the primary objective does not extend to the provision of capacity for the demands of any passenger traffic which passes through, connects at, or stops over for less than 12 hours at a point in the country of which the transporting designated airline is a national. The right of a designated airline of one Contracting Party to provide capacity pursuant to this paragraph shall not alter the right, referred to in paragraph 1, of a designated airline of the other Contracting Party to provide capacity for all traffic whose initial origin or ultimate destination is in the country of which the latter airline is a national. Moreover, nothing in this paragraph shall be construed to impair the rights referred to in paragraph 2 above.

4. For the purposes of paragraphs 1, 2, and 3, the following definitions of initial origin and ultimate destination will apply:

(a) for a one way trip the initial origin is the first point and the ultimate destination is the last point on the ticket or waybill or combination of tickets or combination of waybills;

(b) for a circle or round trip a directional criterion will apply, i.e., the landing point farthest from the initial origin of the trip out, on the basis of the great circle distance, as shown on the ticket or combination of tickets, is the ultimate destination on the trip out and the point of initial origin on the return trip.

I shall appreciate receiving your confirmation that the foregoing also represents the understanding of the Government of Denmark.

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

For the Secretary of State:
ANTHONY M. SOLOMON

His Excellency
TORBEN RØNNE,
Ambassador of Denmark.

TIAS 6021

The Danish Ambassador to the Secretary of State

DANISH EMBASSY
WASHINGTON, D.C.

JUNE 7, 1966

SIR:

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

"I have the honor to refer to discussions which recently have taken place in Washington between representatives of the Government of the United States of America and the Government of Denmark with respect to the Air Transport Agreement between the United States of America and Denmark, signed on December 16, 1944, as amended, and to set forth the following understandings which were reached.

1. Article 12 states "that services provided by a designated airline under the present Agreement shall retain as their primary objective the provision of capacity adequate to the traffic demands between the country of which such airline is a national and the countries of ultimate destination of the traffic." Both Contracting Parties recognize that the traffic demands referred to are those of traffic whose initial origin or ultimate destination, as shown on the ticket or waybill or combination of tickets or combination of waybills, is in the country of which the transporting airline is a national, whether or not the traffic passes through, connects at, or stops over for any length of time within the period of validity of the ticket at any point or points en route.

2. Article 12 further grants "the right to embark or disembark on such services international traffic destined for and coming from third countries at a point or points on the routes specified" in accordance with certain principles. Both Contracting Parties recognize that the traffic referred to is all traffic having neither its initial origin nor ultimate destination, as shown by the ticket or waybill or combination of tickets or combination of waybills, in the country of which the transporting airline is a national, irrespective of whether the initial origin or the ultimate destination of the traffic is intermediate to or beyond the terminals of the route, specified in the Annex to the Agreement, over which it is transported.

3. Both Contracting Parties agree that the services of a designated airline over a route specified in the Annex to the Agreement, in meeting their primary objective of providing capacity adequate to the traffic demands between the country of which such airline is a national and the countries of ultimate destination of the traffic, may, notwithstanding the above understanding of Article 12 of the Agreement, also add to their primary objective the provision of capacity adequate to the demands of passenger traffic stopping over for 12 hours or more at a point in the country of which such desig-

nated airline is a national en route to or from points not in the country of which such designated airline is a national. This addition to the primary objective does not extend to the provision of capacity for the demands of any passenger traffic which passes through, connects at, or stops over for less than 12 hours at a point in the country of which the transporting designated airline is a national. The right of a designated airline of one Contracting Party to provide capacity pursuant to this paragraph shall not alter the right, referred to in paragraph 1, of a designated airline of the other Contracting Party to provide capacity for all traffic whose initial origin or ultimate destination is in the country of which the latter airline is a national. Moreover, nothing in this paragraph shall be construed to impair the rights referred to in paragraph 2 above.

4. For the purposes of paragraphs 1, 2, and 3, the following definitions of initial origin and ultimate destination will apply:

(a) for a one way trip the initial origin is the first point and the ultimate destination is the last point on the ticket or waybill or combination of tickets or combination of waybills;

(b) for a circle or round trip a directional criterion will apply, i.e., the landing point farthest from the initial origin of the trip out, on the basis of the great circle distance, as shown on the ticket or combination of tickets, is the ultimate destination on the trip out and the point of initial origin on the return trip.

I shall appreciate receiving your confirmation that the foregoing also represents the understanding of the Government of Denmark.

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

The contents of the foregoing note also represent the understanding of the Government of Denmark.

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

TORBEN RØNNE

Torben Rønne
Ambassador of Denmark

The Honorable
DEAN RUSK
Secretary of State of
the United States of America
Washington

FRANCE

Alien Amateur Radio Operators

Agreement effected by exchange of notes
Dated at Paris May 5, 1966;
Entered into force July 1, 1966.
With related notes
Signed at Paris June 29 and July 6, 1966.

The French Ministry of Foreign Affairs to the American Embassy

MINISTÈRE
DES
AFFAIRES ÉTRANGÈRES

DIRECTION DES CONVENTIONS
ADMINISTRATIVES
ET DES AFFAIRES CONSULAIRES

23, rue La Pérouse - PARIS XVI°
KLE. 52.00

Unions Internationales

LIBERTÉ - ÉGALITÉ - FRATERNITÉ

RÉPUBLIQUE FRANÇAISE

02538/T. 26 Té 5 (4)

PARIS, LE – *5 mai 1966*

Le Ministère des Affaires Etrangères présente ses compliments à l'Ambassade des Etats-Unis d'Amérique et se réfère aux échanges de vues qui ont eu lieu au sujet de la conclusion d'un Accord entre le gouvernement de la République Française et le gouvernement des Etats-Unis d'Amérique en vue d'accorder aux radio-amateurs ayant la nationalité de l'un des deux Etats, titulaires d'une licence, l'autorisation d'utiliser leur poste émetteur sur le territoire de l'autre Etat,

conformément aux dispositions de l'article 41 des règlements internationaux des radiocommunications, Genève 1959.

Le Ministère a l'honneur de faire savoir à l'Ambassade que le gouvernement français est prêt, pour sa part, à souscrire aux dispositions suivantes:

1. Toute personne ayant la nationalité de l'une des deux Parties contractantes, propriétaire d'un poste émetteur agréé par ses autorités nationales et titulaire d'une licence de radio-amateur délivrée par ces mêmes autorités, peut être autorisée à utiliser sa station sur le territoire de l'autre partie.

2. La demande d'autorisation doit, dans chaque cas, être adressée aux autorités compétentes de la Partie Contractante sur le territoire de laquelle le poste sera utilisé.

3. Les autorités administratives compétentes de chaque Partie contractante peuvent délivrer l'autorisation dont il s'agit, conformément aux termes du paragraphe 2, sous réserve du droit, à tout moment et pour quelque cause que ce soit, de rejeter une demande, de suspendre ou de révoquer toute autorisation, d'apporter toutes modifications aux conditions de délivrance de ladite autorisation, sans que les dites autorités soient tenues de faire connaître le motif de leur décision.

4. Le régime ainsi défini est applicable en ce qui concerne la France, à son territoire métropolitain, et en ce qui concerne les Etats-Unis d'Amérique aux territoires des Etats-Unis et du district de Columbia.

Si les dispositions énoncées ci-dessus rencontrent l'agrément du gouvernement des Etats-Unis, le Ministère a l'honneur de proposer à l'Ambassade, d'une part, que la présente note et la réponse de l'Ambassade soient considérées comme constituant l'accord entre la France et les Etats-Unis d'Amérique en vue de délivrer aux radio-amateurs de chacun des deux Etats l'autorisation d'utiliser leur poste émetteur sur le territoire de l'autre Etat, d'autre part, que ledit accord entre en vigueur le premier jour du deuxième mois suivant la date de cet échange de notes et cesse de porter effet six mois après que l'une des deux Parties contractantes aura notifié à l'autre Partie son intention d'y mettre fin.

Le Ministère saisit cette occasion pour renouveler à l'Ambassade des Etats-Unis d'Amérique, les assurances de sa haute considération.

gc [SEAL]

AMBASSADE DES ETATS-UNIS
D'AMERIQUE
2, Avenue Gabriel
Paris 8°

Translation

MINISTRY OF
FOREIGN AFFAIRS

DIVISION OF
ADMINISTRATIVE CONVENTIONS
AND CONSULAR AFFAIRS

23, rue La Pérouse, PARIS XVIe
KLE. 52.00

International Unions

02538/T. 26 Tê 5 (4)

LIBERTY - EQUALITY - FRATERNITY

FRENCH REPUBLIC

PARIS, *May 5, 1966*

The Ministry of Foreign Affairs presents its compliments to the Embassy of the United States of America and refers to the exchanges of views which have taken place on the subject of the conclusion of an agreement between the Government of the French Republic and the Government of the United States of America with a view to granting to licensed radio amateurs having the nationality of one of the two States authorization to operate their transmitting stations on the territory of the other State, in accordance with the provisions of Article 41 of the international Radio Regulations, Geneva 1959.

The Ministry has the honor to inform the Embassy that the French Government is prepared, for its part, to subscribe to the following provisions:

1. Any person, having the nationality of one of the two contracting parties, who owns a transmitting station approved by his national authorities and holds a radio amateur license issued by the same authorities, may be authorized to use his station on the territory of the other party.

2. The request for authorization must, in each case, be addressed to the competent authorities of the contracting party in whose territory the transmitter will be used.

3. The competent administrative authorities of each contracting party may issue the authorization in question, pursuant to paragraph 2, subject to the right, at any time and for any cause whatever, to reject a request, to suspend or revoke any authorization, to make any changes in the terms of issuance of the said authorization, without any obligation on the part of the said authorities to make known the reason for their decision.

4. The system so defined is applicable, as far as France is concerned, to its metropolitan territory and, as far as the United States of America is concerned, to the territories [1] of the United States and of the District of Columbia.

If the above-mentioned provisions are acceptable to the Government of the United States, the Ministry has the honor to propose to the Embassy, on the one hand, that this note and the Embassy's

[1] See *post*, p. 724.

reply be considered as constituting an agreement between France and the United States of America with a view to issuing to the radio amateurs of each of the two States the authorizations to operate their transmitting stations in the territory of the other State and, on the other hand, that the said agreement enter into force the first day of the second month following the date of this exchange of notes and cease to be in effect six months after one of the two contracting parties will have notified the other party of its intention to end it.

The Ministry avails itself of this opportunity to renew to the Embassy of the United States of America the assurances of its high consideration.

[SEAL]

EMBASSY OF THE
UNITED STATES OF AMERICA,
2, Avenue Gabriel,
Paris.

The American Embassy to the French Ministry of Foreign Affairs

THE FOREIGN SERVICE
OF THE
UNITED STATES OF AMERICA

No. 213

The Embassy of the United States of America presents its compliments to the Ministry of Foreign Affairs and refers to the exchanges of view which have taken place on the subject of the conclusion of an Agreement between the Government of the United States of America and the Government of the French Republic with a view to granting to licensed amateur radio operators having the nationality of one of the two States authorization to operate their stations on the territory of the other State, in accordance with the provisions of Article 41 of the international Radio Regulations, Geneva 1959. [1]

The Embassy has the honor to inform the Ministry that the Government of the United States of America is prepared to subscribe to the following conditions:

1. Any person who is a national of one of the two contracting parties, owns a transmitting station accepted by his national authorities, and holds a radio amateur license issued by the same authorities, can be authorized to use his station on the territory of the other party.

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[1] TIAS 4893; 12 UST 2633.

2. The request for authorization must, in each case, be addressed to the competent authorities of the contracting party on whose territory the transmitter will be used.

3. The competent administrative authorities of each contracting party can issue the authorization in question, pursuant to paragraph 2, while reserving the right, at any time and for any cause whatever, to reject a request, to suspend or revoke any authorization, to make any changes in the terms of issuance of the said authorization, without any obligation to make known the motive for their decision.

4. The present agreement is applicable to the metropolitan area of France and to the States of the United States and the District of Columbia.

Accordingly, the Embassy has the honor to agree, on the one hand, that the Ministry's note dated May 5, 1966 and the Embassy's present note of the same date in reply thereto shall be considered as constituting the agreement between the United States of America and France with a view to issuing to the radio amateurs of each of the two States the authorizations to operate their transmitting stations on the territory of the other State and, on the other hand, that the said agreement shall enter into force the first day of the second month following the date of this exchange of notes and cease to be in effect six months after one of the two contracting parties will have notified the other party of his intention of ending it.

The Embassy of the United States of America takes this occasion to renew to the Ministry of Foreign Affairs the assurances of its highest consideration.

RM

EMBASSY OF THE UNITED STATES OF AMERICA
Paris, May 5, 1966

Related Exchange of Notes

THE FOREIGN SERVICE
OF THE
UNITED STATES OF AMERICA

AMERICAN EMBASSY
2 AVENUE GABRIEL
PARIS 8e
June 29, 1966

M. CHRISTIAN GIRARD
Ministere des Affaires Etrangeres
23 rue de la Perouse
Paris 16e

DEAR M. GIRARD:

With reference to our telephone conversation today concerning the Radio Amateur Agreement, the Department of State has noted that paragraph 4 of the Embassy's note No. 213 provides that "The present agreement is applicable to the metropolitan area of France and to the States of the United States and the District of Columbia." The Ministry of Foreign Affairs' note No. 02538 on the other hand provides in paragraph 4 (in translation) that "The system so defined is applicable, as far as France is concerned, to its metropolitan territory and, as far as the United States of America is concerned, to the territories of the United States and of the District of Columbia."

Since the two texts do not have identical meanings and since it appears possible the French text might be interpreted to refer to the territories rather than the States of the United States, the Embassy has been requested to seek clarification of this point prior to the Department's publication of the Agreement.

It is the Embassy's understanding, based on our telephone conversation today concerning this point, that it was the intention of the French authorities in drafting paragraph 4 of the Ministry's note to give it the meaning identical to that of paragraph 4 of the Embassy's note, i.e., that the Agreement, as far as the United States of America is concerned, is applicable to the States of the United States and the District of Columbia, rather than to the territories of the United States and the District of Columbia.

The confirmation of your Ministry that such understanding of the Embassy is correct would be appreciated.

Sincerely yours,

THOMAS T. CARTER
Chief, Office of Transportation and Communications Policy

TIAS 6022

MINISTERE
DES
AFFAIRES ÉTRANGÈRES

DIRECTION DES CONVENTIONS
ADMINISTRATIVES
ET DES AFFAIRES CONSULAIRES

23, rue La Pérouse - PARIS XVI•
KLE. 52.00

Unions Internationales

LIBERTÉ - ÉGALITÉ - FRATERNITÉ

RÉPUBLIQUE FRANÇAISE

03677/ T. 26 Té 5

PARIS, LE – *6 Juil 1966*

CHER MONSIEUR CARTER,

En réponse à votre lettre du 29 juin 1966, j'ai l'honneur de vous confirmer l'accord de mon Département sur l'interprétation que l'Ambassade donne du paragraphe 4 de l'échange de lettres entre le gouvernement francais et le gouvernement américain au sujet des émissions de radio-amateurs.

L'intention commune des rédacteurs du texte ressort d'ailleurs clairement de l'échange de notes qui a eu lieu au cours de l'été 1965 entre mon Département (note no 4010 du 19 juillet 1965) et l'Ambassade (note n° 32 du 16 août 1965)./.

Veuillez croire Cher Monsieur Carter, à mes sentiments les meilleurs.

Pour le Ministre des Affaires Etrangères
et par autorisation p/le Ministre Plénipotentiaire – Directeur des Conventions Administratives et des Affaires Consulaires.
Le Sous-Directeur des Unions Internationales.

CH. GIRARD

Monsieur THOMAS T. CARTER
Ambassade des Etats-Unis d'Amérique
2 Avenue Gabriel – Paris VIIIe –

Translation

MINISTRY OF
FOREIGN AFFAIRS

DIVISION OF
ADMINISTRATIVE CONVENTIONS
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KLE. 52.00

International Unions

LIBERTY - EQUALITY - FRATERNITY

FRENCH REPUBLIC

03677/T. 26 Té 5

PARIS, *July 6, 1966*

DEAR MR. CARTER:

In reply to your note of June 29, 1966, I have the honor to confirm to you that my Office agrees with the interpretation that the Embassy gives to paragraph 4 of the exchange of notes between the French Government and the American Government regarding radio-amateur broadcasts.

Furthermore, the common intent of those who drafted the text is clearly apparent from the exchange of notes that took place during the summer of 1965 between my Office (note No. 4010 dated July 19, 1965) and the Embassy (note No. 32 dated August 16, 1965).[1]

Very truly yours,

For the Minister of Foreign Affairs and, by authorization, for the Minister Plenipotentiary, Director of the Office of Administrative Agreements and Consular Affairs.

CH. GIRARD
Deputy Director for International Unions

Mr. THOMAS T. CARTER,
Embassy of the United States of America,
2, Avenue Gabriel - Paris VIII.

[1] Not printed.

ISRAEL

Agricultural Commodities: Sales Under Title IV

Agreement signed at Washington June 6, 1966;
Entered into force June 6, 1966.
With exchange of notes.

AGRICULTURAL COMMODITIES AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF ISRAEL UNDER TITLE IV OF THE AGRICULTURAL TRADE DEVELOPMENT 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 in a manner which would utilize surplus agricultural commodities, including the products thereof, produced in the United States of America to assist economic development in Israel;

Recognizing that such expanded trade should be carried on in a manner which would not displace cash marketings of the United States of America in these commodities or unduly disrupt world prices of agricultural commodities or normal patterns of commercial trade;

Recognizing further that by providing such commodities to Israel under long-term supply and credit arrangements, the resources and manpower of Israel can be utilized more effectively for economic development without jeopardizing meanwhile adequate supplies of agricultural commodities for domestic use;

Desiring to set forth the understandings which will govern the sales, as specified below, of commodities to Israel pursuant to Title IV of the Agricultural Trade Development and Assistance Act, [1] as amended (hereinafter referred to as the Act);

Have agreed as follows:

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[1] 73 Stat. 610; 7 U.S.C. §§ 1731–1736.

ARTICLE I

Commodity Sales Provisions

1. Subject to issuance by the Government of the United States of America and acceptance by the Government of Israel of credit purchase authorizations and to the availability of commodities under the Act at the time of exportation, the Government of the United States of America undertakes to finance, during the periods specified below or such longer periods as may be authorized by the Government of the United States of America, sales for United States dollars, to purchasers authorized by the Government of Israel, of the following commodities:

Commodity	Supply Period	Approximate Maximum Quantity (metric tons)	Maximum Export Market Value to be financed (millions)
Feedgrains	Calendar Year 1966	140,000	$7.8
Ocean transportation (estimated)			.7
Total			$8.5

The total amount of financing provided in the credit purchase authorizations shall not exceed the above-specified export market value to be financed, except that additional financing for ocean transportation will be provided if the estimated amount for financing shipments required to be made on United States flag vessels proves to be insufficient. It is understood that the Government of the United States of America may limit the amount of financing provided in the credit purchase authorizations, as price declines or other marketing factors may require, so that the quantities of commodities financed will not substantially exceed the above-specified approximate maximum quantities.

2. Applications for credit purchase authorizations will be made promptly after the effective date of this agreement. Purchase authorizations will include provisions relating to the sale and delivery of the commodities and other relevant matters.

3. The financing, sale, and delivery of commodities hereunder may be terminated by either Government if that Government determines that because of changed conditions the continuation of such financing, sale, and delivery is unnecessary or undesirable.

ARTICLE II

Credit Provisions

1. The Government of Israel will pay, or cause to be paid, in United States dollars to the Government of the United States of America for the commodities specified in Article I and related ocean transportation (except excess ocean transportation costs resulting from the requirement that United States flag vessels be used), the amount financed by the Government of the United States of America together with interest thereon.

2. The amount of the principal due for commodities delivered in each calendar year under this agreement, including the applicable related ocean transportation costs, shall be paid in 19 approximately equal annual payments, the first of which shall become due two years after the date of last delivery of commodities in any calendar year. Subsequent annual payments shall become due at intervals of one year thereafter. Any annual payment may be made prior to the due date thereof.

3. Interest on the unpaid balance of the principal due the Government of the United States of America for commodities delivered in each calendar year shall begin on the date of last delivery of commodities in such calendar year and be paid not later than the date on which the annual payment of principal becomes due. The interest shall be computed at the rate of 2½ percent per annum.

4. All payments shall be made in United States dollars and the Government of Israel shall deposit, or cause to be deposited, such payments in the United States Treasury for credit to the Commodity Credit Corporation unless another depository is agreed upon by the two Governments.

5. The two Governments will each establish appropriate procedures to facilitate the reconciliation of their respective records of the amounts financed with respect to the commodities delivered during each calendar year.

6. For the purpose of determining the date of last delivery of commodities for each calendar year, delivery shall be deemed to have occurred as of the on-board date shown in the ocean bill of lading which has been signed or initialed on behalf of the carrier.

ARTICLE III

General Provisions

1. The Government of Israel will take all possible measures to prevent the resale or transshipment to other countries, or the use for other than domestic consumption, of the agricultural commodities purchased pursuant to this agreement (unless such resale, transshipment or use is specifically approved by the Government of the United

States of America); to prevent the export of any commodity of either domestic or foreign origin which is the same as or like the commodities purchased pursuant to this agreement in any United States calendar year during which Title IV commodities are being imported and utilized (except where such export is specifically approved by the Government of the United States of America); and to ensure that the purchase of commodities pursuant to this agreement does not result in increased availability of the same or like commodities to nations unfriendly to the United States of America.

2. The two Governments will take reasonable precautions to assure that sales and purchases of commodities pursuant to the agreement will not displace usual marketings of the United States of America in those commodities or unduly disrupt world prices of agricultural commodities or normal patterns of commercial trade of countries friendly to the United States of America.

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 will furnish quarterly: information on the progress of the program, particularly with respect to the arrival and condition of the commodities and provisions for the maintenance of usual marketings, and information relating to imports and exports of the same or like commodities.

Article IV

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 V

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, this sixth day of June 1966.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA:

Raymond A. Hare

FOR THE GOVERNMENT OF ISRAEL:

Avraham Harman

TIAS 6023

The Acting Secretary of State to the Israel Ambassador

DEPARTMENT OF STATE
WASHINGTON
Jun 6 1966

EXCELLENCY:

I have the honor to refer to the Title IV Agricultural Commodities Agreement between our two Governments signed today and to inform you of my Government's understanding of the following:

1. With regard to paragraph 4 of Article III of the agreement, the Government of Israel agrees to furnish the following information quarterly in connection with each shipment of commodities received under the agreement: the name of each vessel; the date of arrival; the port of arrival; the commodity and quantity received; the condition in which received; the date unloading was completed and the disposition of the cargo, i.e., stored, distributed locally, or if shipped, where shipped. In addition, the Government of Israel agrees to furnish quarterly: (a) a statement of measures it has taken to prevent the re-export or transshipment of the commodities furnished, (b) assurances that the program has not resulted in the increased availability of the same or like commodities to other nations and (c) a statement showing progress made toward fulfilling commitments on usual marketings. The Government of Israel agrees that the above statements will be accompanied by statistical data on imports and exports by country of origin or destination of commodities which are the same as or like those imported under the agreement.

2. As agreed in conversations which have taken place between representatives of our two Governments, the Israel pounds resulting from the sale of commodities financed under the agreement will be deposited by the Government of Israel in a special account in the name of the Government of Israel and will be used by the Government of Israel for economic and social development programs as may be mutually agreed upon by our two Governments.

3. It is understood that any Israel pounds resulting from the sale in Israel of the commodities financed under the agreement which are loaned by the Government of Israel to private or nongovernmental organizations shall be loaned at rates of interest approximately equivalent to those charged for comparable loans in Israel.

4. The Government of Israel agrees to furnish the Government of the United States of America semi-annual reports showing the total Israel pounds available to the Government of Israel from the sale of the commodities, a list of the projects being undertaken, and related information, including the name and location of each project, the amount invested in it and its status of completion.

5. In expressing its agreement with the Government of the United States of America that the delivery of commodities pursuant to the agreement should not unduly disrupt world prices of agricultural commodities or normal patterns of commercial trade with friendly

nations, the Government of Israel agrees that in addition to the commodities to be purchased under the terms of the agreement, Israel will procure and import with its own resources from free world sources, including the United States of America, during calendar year 1966, at least 235,000 metric tons of feed grains.

6. The Government of Israel further agrees not to permit the export of corn, cracked corn, cornmeal, grain sorghums, barley, rye, oats or rolled oats during calendar year 1966 or in any calendar year during which the feed grains imported under the agreement are being received and utilized.

7. If the delivery of commodities under the agreement has not been completed by December 31, 1966, the level of additional usual marketing requirements and export limitations to apply during such additional supply period as may be granted by the Government of the United States of America shall be determined at the time of the Government of Israel's request for an extension.

I shall appreciate receiving your Excellency's confirmation of the above understanding.

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

For the Acting Secretary of State:

RAYMOND A. HARE

His Excellency
AVRAHAM HARMAN,
Ambassador of Israel.

The Israel Ambassador to the Acting Secretary of State

EMBASSY OF ISRAEL
WASHINGTON, D.C.

שגרירות ישראל
וושינגטון

JUNE 6
1 9 6 6

DEAR MR. SECRETARY,

I have the honor to refer to your Note dated June 6 regarding the Title IV Agricultural Commodities Agreement between our two countries signed today, and to inform you that my Government concurs with the understanding set forth in your Note.

Please accept, Mr. Secretary, the renewed assurances of my highest consideration.

AVRAHAM HARMAN

Avraham Harman
Ambassador

The Honorable
GEORGE W. BALL,
Acting Secretary of State,
Department of State,
Washington, D.C.

TIAS 6023

MALAGASY REPUBLIC

Tracking Stations

Agreement amending the agreement of October 7, 1963.
Effected by exchange of notes.
Dated at Tananarive April 27 and May 2, 1966;
Entered into force May 2, 1966.

The Malagasy Minister of Foreign Affairs ad interim to the American Ambassador [1]

RÉPUBLIQUE MALAGASY
Fahafahana - Tanindrazana - Fandrosoana

MINISTÈRE
DES AFFAIRES ÉTRANGÈRES

N°. 207/66-A.E./DRE/AP2a

TANANARIVE, *le 27 Avr 1966*

EXCELLENCE,

J'ai l'honneur de me référer à notre échange de lettres en date du 7 Octobre 1963 relatif à l'établissement et au fonctionnement d'une station de repérage de la NASA à Madagascar

A cet égard, et compte tenu du certificat de dispense générale N° 65/DSN/SR/IE délivré le 29 Mars 1966 par le Ministère de l'Intérieur, je crois devoir suggérer que pour l'usage de chaque membre du personnel ou de la famille du personnel de la NASA ou de son mandataire, affecté à la station d'Imerintsiatosika (Tananarive), il sera établi un certificat du modèle ci-après, signé par le Directeur de la Station:

"NATIONAL AERONAUTICS AND SPACE ADMINISTRATION
SATELLITE TRACKING STATION
TANANARIVE–MADAGASCAR

CERTIFICAT

Je soussigné, Directeur de la Station de Repérage de la NASA à Tananarive, certifie que M_____

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[1] For the English language text see *post*, p. 734.

est un membre du cadre technique de la NASA ou de son mandataire _____(Nom de la Société), affecté à notre Station de Madagascar.

Tananarive, le

signature du Directeur
de la Station NASA"

Je vous saurais gré de bien vouloir me marquer votre accord sur ces dispositions qui seraient annexées à l'échange de lettres du 7 Octobre 1963 dont elles feraient partie intégrante.

Je saisis cette occasion, Excellence, pour vous renouveler les assurances de ma très haute considération.

Son Excellence Monsieur CHARLES VAUGHAN FERGUSON
Ambassadeur des Etats-Unis d'Amérique
– Tananarive –

The American Ambassador to the Malagasy Minister of Foreign Affairs ad interim

TANANARIVE, *May 2, 1966*

EXCELLENCY:

I have the honor to acknowledge the receipt of your note of April 27, 1966, which reads as follows:

"Tananarive, April 27, 1966

"Excellency:

"I have the honor to refer to our exchange of letters of October 7, 1963, [1] concerning the establishment and functioning of a NASA tracking station in Madagascar.

"In this regard, and taking into account the general exemption certificate No. 65.DSN.SR.IE issued March 29, 1966 by the Ministry of the Interior, I wish to suggest that there be established, for all personnel of NASA or of its agent and their families assigned to the Imerintsiatosika (Tananarive) Station, a certificate in the following form, signed by the Director of the Station:

[1] TIAS 5473; 14 UST 1692.

National Aeronautics and Space Administration
Satellite Tracking Station
Tananarive, Madagascar

CERTIFICATE

I, the undersigned, Director of the NASA Tracking Station at Tananarive, certify that M. _____ is a technician of NASA or of its agent _____ (Name of the Company) assigned to our station in Madagascar.

Tananarive (date)

Signature of the Director
of the NASA Station

"I would be grateful if you would indicate your agreement to these clauses which would be annexed to the exchange of notes of October 7, 1963 of which they would be an integral part.

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

I have the honor to inform you that the United States Government signifies its approval of the provisions contained in the above note. That note constitutes, together with this reply, an agreement in good and due form between our two Governments, it being understood that the text in the English language and the text in the French language are equally authentic.

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

C. VAUGHAN FERGUSON, Jr.
American Ambassador

His Excellency
THE MINISTER
OF FOREIGN AFFAIRS A.I.
Tananarive

NORWAY

Air Transport Services

Agreement amending the agreement of October 6, 1945, as amended.
Effected by exchange of notes
Signed at Washington June 7, 1966;
Entered into force June 7, 1966.
With related notes.

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

DEPARTMENT OF STATE
WASHINGTON
Jun 7 1966

SIR:

I refer to the discussions which recently have taken place in Washington between representatives of the Government of the United States of America and the Government of Norway with respect to the Air Transport Agreement between the United States of America and Norway, signed on October 6, 1945, as amended, [1] and propose that the Annex to the said Agreement be replaced with the following:

"ANNEX TO AIR TRANSPORT AGREEMENT BETWEEN THE UNITED STATES OF AMERICA AND NORWAY

A. Airlines of the United States designated under the present Agreement are accorded rights of transit and non-traffic stop in Norwegian territory, as well as the right to pick up and discharge international traffic in passengers, cargo and mail at the points in Norway specified in the following route:

From the United States via intermediate points to Oslo and Bergen and Stavanger and points beyond; in both directions.

For the purpose of picking up and/or discharging international traffic in cargo and/or mail at Oslo, Bergen and Stavanger, airlines of the United States designated under the present Agreement may, on any services to and from the United States, route their aircraft (which are provided for the carriage of passengers, cargo and mail either separately or in any combination) with complete flexibility in

[1] EAS 482, TIAS 3015, 4072; 59 Stat. 1658; 5 UST 1433; 9 UST 1009.

the order of points served among Oslo, Bergen, Stavanger and any points outside Norway as intermediate and beyond points.

The right of such designated United States airlines to pick up and/or discharge traffic in passengers at Oslo, Bergen and Stavanger shall be neither expanded nor diminished by this understanding. Nor shall the rights accorded by Article 12 of the present Agreement be affected by the above paragraph.

B. Airlines of Norway designated under the present Agreement are accorded rights of transit and non-traffic stop in the territory of the United States, as well as the right to pick up and discharge international traffic in passengers, cargo and mail at the points in the United States specified in the following routes:

1. From Norway via intermediate points to (a) New York and (b) Chicago; in both directions.
2. From Norway via Greenland to Seattle and Los Angeles; in both directions.
3. From Norway to Anchorage; in both directions.

C. Points on any of the specified routes may, at the option of the designated airline, be omitted on any or all flights."

If the proposal as set forth above is agreeable to the Government of Norway, the Government of the United States of America will be pleased to consider this note and your reply concurring therein as constituting an agreement between our two Governments which shall enter into force upon the date of your reply.

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

For the Secretary of State:

ANTHONY M. SOLOMON

Mr. OLAF SOLLI
Charge d'Affaires ad interim
of Norway.

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

NORWEGIAN EMBASSY
WASHINGTON 7, D.C.

JUNE 7, 1966.

EXCELLENCY:

I have the honour to acknowledge the receipt of your note of today's date, which reads as follows:

"I refer to the discussions which recently have taken place in Washington between representatives of the Government of the United States of America and the Government of Norway with respect to the

Air Transport Agreement between the United States of America and Norway, signed on October 6, 1945, as amended, and propose that the Annex to the said Agreement be replaced with the following:

"ANNEX TO AIR TRANSPORT AGREEMENT BETWEEN THE UNITED STATES OF AMERICA AND NORWAY

A. Airlines of the United States designated under the present Agreement are accorded rights of transit and non-traffic stop in Norwegian territory, as well as the right to pick up and discharge international traffic in passengers, cargo and mail at the points in Norway specified in the following route:

From the United States via intermediate points to Oslo and Bergen and Stavanger and points beyond; in both directions.

For the purpose of picking up and/or discharging international traffic in cargo and/or mail at Oslo, Bergen and Stavanger, airlines of the United States designated under the present Agreement may, on any services to and from the United States, route their aircraft (which are provided for the carriage of passengers, cargo and mail either separately or in any combination) with complete flexibility in the order of points served among Oslo, Bergen, Stavanger and any points outside Norway as intermediate and beyond points.

The right of such designated United States airlines to pick up and/or discharge traffic in passengers at Oslo, Bergen and Stavanger shall be neither expanded nor diminished by this understanding. Nor shall the rights accorded by Article 12 of the present Agreement be affected by the above paragraph.

B. Airlines of Norway designated under the present Agreement are accorded rights of transit and non-traffic stop in the territory of the United States, as well as the right to pick up and discharge international traffic in passengers, cargo and mail at the points in the United States specified in the following routes:

1. From Norway via intermediate points to (a) New York and (b) Chicago; in both directions.
2. From Norway via Greenland to Seattle and Los Angeles; in both directions.
3. From Norway to Anchorage; in both directions.

C. Points on any of the specified routes may, at the option of the designated airline, be omitted on any or all flights."

If the proposal as set forth above is agreeable to the Government of Norway, the Government of the United States of America will be pleased to consider this note and your reply concurring therein as constituting an agreement between our two Governments which shall enter into force upon the date of your reply.

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

The routes described above and the terms and conditions specified are in accordance with the understanding of the Government of Norway, and my Government will consider your note together with this reply as constituting an amendment effective from today's date.

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

OLAF SOLLI

Olaf Solli
Chargé d'Affaires ad interim

His Excellency
DEAN RUSK,
Secretary of State.

No.: 42.

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

DEPARTMENT OF STATE
WASHINGTON
Jun 7 1966

SIR:

I refer to discussions which recently have taken place in Washington between representatives of the Government of the United States of America and the Government of Norway with respect to the Air Transport Agreement between the United States of America and Norway, signed on October 6, 1945, as amended, and set forth the following understandings which were reached.

1. Article 12 states "that services provided by a designated airline under the present Agreement shall retain as their primary objective the provision of capacity adequate to the traffic demands between the country of which such airline is a national and the countries of ultimate destination of the traffic." Both Contracting Parties recognize that the traffic demands referred to are those of traffic whose initial origin or ultimate destination, as shown on the ticket or waybill or combination of tickets or combination of waybills, is in the country of which the transporting airline is a national, whether or not the traffic passes through, connects at, or stops over for any length of time within the period of validity of the ticket at any point or points en route.

2. Article 12 further grants "the right to embark or disembark on such services international traffic destined for and coming from third countries at a point or points on the routes specified" in accordance with certain principles. Both Contracting Parties recognize that the traffic

referred to is all traffic having neither its initial origin nor ultimate destination, as shown by the ticket or waybill or combination of tickets or combination of waybills, in the country of which the transporting airline is a national, irrespective of whether the initial origin or the ultimate destination of the traffic is intermediate to or beyond the terminals of the route, specified in the Annex to the Agreement, over which it is transported.

3. Both Contracting Parties agree that the services of a designated airline over a route specified in the Annex to the Agreement, in meeting their primary objective of providing capacity adequate to the traffic demands between the country of which such airline is a national and the countries of ultimate destination of the traffic, may, notwithstanding the above understanding of Article 12 of the Agreement, also add to their primary objective the provision of capacity adequate to the demands of passenger traffic stopping over for 12 hours or more at a point in the country of which such designated airline is a national en route to or from points not in the country of which such designated airline is a national. This addition to the primary objective does not extend to the provision of capacity for the demands of any passenger traffic which passes through, connects at, or stops over for less than 12 hours at a point in the country of which the transporting designated airline is a national. The right of a designated airline of one Contracting Party to provide capacity pursuant to this paragraph shall not alter the right, referred to in paragraph 1, of a designated airline of the other Contracting Party to provide capacity for all traffic whose initial origin or ultimate destination is in the country of which the latter airline is a national. Moreover, nothing in this paragraph shall be construed to impair the rights referred to in paragraph 2 above.

4. For the purposes of paragraphs 1, 2, and 3, the following definitions of initial origin and ultimate destination will apply:

(a) for a one way trip the initial origin is the first point and the ultimate destination is the last point on the ticket or waybill or combination of tickets or combination of waybills;

(b) for a circle or round trip a directional criterion will apply, i.e., the landing point farthest from the initial origin of the trip out, on the basis of the great circle distance, as shown on the ticket or combination of tickets, is the ultimate destination on the trip out and the point of initial origin on the return trip.

I shall appreciate receiving your confirmation that the foregoing also represents the understanding of the Government of Norway.

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

For the Secretary of State:

ANTHONY M. SOLOMON

Mr. OLAF SOLLI
Charge d'Affaires ad interim
of Norway.

TIAS 6025

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

NORWEGIAN EMBASSY
WASHINGTON 7, D.C.

JUNE 7, 1966.

EXCELLENCY:

I have the honour to acknowledge the receipt of your note of today's date, which reads as follows:

"I refer to discussions which recently have taken place in Washington between representatives of the Government of the United States of America and the Government of Norway with respect to the Air Transport Agreement between the United States of America and Norway, signed on October 6, 1945, as amended, and set forth the following understandings which were reached.

1. Article 12 states "that services provided by a designated airline under the present Agreement shall retain as their primary objective the provision of capacity adequate to the traffic demands between the country of which such airline is a national and the countries of ultimate destination of the traffic." Both Contracting Parties recognize that the traffic demands referred to are those of traffic whose initial origin or ultimate destination, as shown on the ticket or waybill or combination of tickets or combination of waybills, is in the country of which the transporting airline is a national, whether or not the traffic passes through, connects at, or stops over for any length of time within the period of validity of the ticket at any point or points en route.

2. Article 12 further grants "the right to embark or disembark on such services international traffic destined for and coming from third countries at a point or points on the routes specified" in accordance with certain principles. Both Contracting Parties recognize that the traffic referred to is all traffic having neither its initial origin nor ultimate destination, as shown by the ticket or waybill or combination of tickets or combination of waybills, in the country of which the transporting airline is a national, irrespective of whether the initial origin or the ultimate destination of the traffic is intermediate to or beyond the terminals of the route, specified in the Annex to the Agreement, over which it is transported.

3. Both Contracting Parties agree that the services of a designated airline over a route specified in the Annex to the Agreement, in meeting their primary objective of providing capacity adequate to the traffic demands between the country of which such airline is a national and the countries of ultimate destination of the traffic, may, notwithstanding the above understanding of Article 12 of the Agreement, also add to their primary objective the provision of capacity adequate to the demands of passenger traffic stopping over for 12 hours or more at a point in the country of which such designated airline is a national

en route to or from points not in the country of which such designated airline is a national. This addition to the primary objective does not extend to the provision of capacity for the demands of any passenger traffic which passes through, connects at, or stops over for less than 12 hours at a point in the country of which the transporting designated airline is a national. The right of a designated airline of one Contracting Party to provide capacity pursuant to this paragraph shall not alter the right, referred to in paragraph 1, of a designated airline of the other Contracting Party to provide capacity for all traffic whose initial origin or ultimate destination is in the country of which the latter airline is a national. Moreover, nothing in this paragraph shall be construed to impair the rights referred to in paragraph 2 above.

4. For the purposes of paragraphs 1, 2, and 3, the following definitions of initial origin and ultimate destination will apply:

(a) for a one way trip the initial origin is the first point and the ultimate destination is the last point on the ticket or waybill or combination of tickets or combination of waybills;

(b) for a circle or round trip a directional criterion will apply, i.e., the landing point farthest from the initial origin of the trip out, on the basis of the great circle distance, as shown on the ticket or combination of tickets, is the ultimate destination on the trip out and the point of initial origin on the return trip.

I shall appreciate receiving your confirmation that the foregoing also represents the understanding of the Government of Norway.

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

The contents of the foregoing note also represent the understanding of the Government of Norway.

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

OLAF SOLLI

Olaf Solli
Chargé d'Affaires ad interim

His Excellency
DEAN RUSK,
Secretary of State.

No. 43.

SWEDEN

Air Transport Services

Agreement amending the agreement of December 16, 1944, as amended.
Effected by exchange of notes
Signed at Washington June 7, 1966;
Entered into force June 7, 1966.
With related notes.

The Secretary of State to the Swedish Ambassador

DEPARTMENT OF STATE
WASHINGTON
Jun 7 1966

EXCELLENCY:

I have the honor to refer to the discussions which recently have taken place in Washington between representatives of the Government of the United States of America and the Government of Sweden with respect to the Air Transport Agreement between the United States of America and Sweden, signed on December 16, 1944, as amended,[1] and to propose that the Annex to the said Agreement be replaced with the following:

"ANNEX TO AIR TRANSPORT AGREEMENT BETWEEN THE UNITED STATES OF AMERICA AND SWEDEN

A. Airlines of the United States designated under the present Agreement are accorded rights of transit and non-traffic stop in Swedish territory, as well as the right to pick up and discharge international traffic in passengers, cargo and mail at the points in Sweden specified in the following route:

From the United States via intermediate points to Stockholm and Gothenburg and points beyond; in both directions.

For the purpose of picking up and/or discharging international traffic in cargo and/or mail at Stockholm and Gothenburg, airlines of the United States designated under the present Agreement may,

[1] EAS 431; TIAS 3013, 4073; 58 Stat. 1466; 5 UST 1411; 9 UST 1012.

on any services to and from the United States, route their aircraft (which are provided for the carriage of passengers, cargo and mail either separately or in any combination) with complete flexibility in the order of points served among Stockholm, Gothenburg and any points outside Sweden as intermediate and beyond points.

The right of such designated United States airlines to pick up and/or discharge traffic in passengers at Stockholm and Gothenburg shall be neither expanded nor diminished by this understanding. Nor shall the rights accorded by Article 12 of the present Agreement be affected by the above paragraph.

B. Airlines of Sweden designated under the present Agreement are accorded rights of transit and non-traffic stop in the territory of the United States, as well as the right to pick up and discharge international traffic in passengers, cargo and mail at the points in the United States specified in the following routes:

1. From Sweden via intermediate points to (a) New York and (b) Chicago; in both directions.
2. From Sweden via Greenland to Seattle and Los Angeles; in both directions.
3. From Sweden to Anchorage; in both directions.

C. Points on any of the specified routes may, at the option of the designated airline, be omitted on any or all flights."

If the proposal as set forth above is agreeable to the Government of Sweden, the Government of the United States of America will be pleased to consider this note and your reply concurring therein as constituting an agreement between our two Governments which shall enter into force on the date of your reply.

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

For the Secretary of State:

ANTHONY M. SOLOMON

His Excellency
HUBERT DE BESCHE,
Ambassador of Sweden.

The Swedish Ambassador to the Secretary of State

WASHINGTON, D.C., *June 7, 1966.*

SIR:

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

"I have the honor to refer to the discussions which recently have taken place in Washington between representatives of the Govern-

ment of the United States of America and the Government of Sweden with respect to the Air Transport Agreement between the United States of America and Sweden, signed on December 16, 1944, as amended, and to propose that the Annex to the said Agreement be replaced with the following:

"ANNEX TO AIR TRANSPORT AGREEMENT BETWEEN THE UNITED STATES OF AMERICA AND SWEDEN

A. Airlines of the United States designated under the present Agreement are accorded rights of transit and non-traffic stop in Swedish territory, as well as the right to pick up and discharge international traffic in passengers, cargo and mail at the points in Sweden specified in the following route:

From the United States via intermediate points to Stockholm and Gothenburg and points beyond; in both directions.

For the purpose of picking up and/or discharging international traffic in cargo and/or mail at Stockholm and Gothenburg, airlines of the United States designated under the present Agreement may, on any services to and from the United States, route their aircraft (which are provided for the carriage of passengers, cargo and mail either separately or in any combination) with complete flexibility in the order of points served among Stockholm, Gothenburg and any points outside Sweden as intermediate and beyond points.

The right of such designated United States airlines to pick up and/or discharge traffic in passengers at Stockholm and Gothenburg shall be neither expanded nor diminished by this understanding. Nor shall the rights accorded by Article 12 of the present Agreement be affected by the above paragraph.

B. Airlines of Sweden designated under the present Agreement are accorded rights of transit and non-traffic stop in the territory of the United States, as well as the right to pick up and discharge international traffic in passengers, cargo and mail at the points in the United States specified in the following routes:

1. From Sweden via intermediate points to (a) New York and (b) Chicago; in both directions.

2. From Sweden via Greenland to Seattle and Los Angeles; in both directions.

3. From Sweden to Anchorage; in both directions.

C. Points on any of the specified routes may, at the option of the designated airline, be omitted on any or all flights."

If the proposal as set forth above is agreeable to the Government of Sweden, the Government of the United States of America will be pleased to consider this note and your reply concurring therein as

constituting an agreement between our two Governments which shall enter into force on the date of your reply.

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

The routes described above and the terms and conditions specified are in accordance with the understanding of the Government of Sweden and my Government will consider your note together with this reply as constituting an amendment of the Agreement effective from today's date.

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

HUBERT DE BESCHE

The Honorable
DEAN RUSK
Secretary of State

The Secretary of State to the Swedish Ambassador

DEPARTMENT OF STATE
WASHINGTON
Jun 7 1966

EXCELLENCY:

I have the honor to refer to discussions which recently have taken place in Washington between representatives of the Government of the United States of America and the Government of Sweden with respect to the Air Transport Agreement between the United States of America and Sweden, signed on December 16, 1944, as amended, and to set forth the following understandings which were reached.

1. Article 12 states "that services provided by a designated airline under the present Agreement shall retain as their primary objective the provision of capacity adequate to the traffic demands between the country of which such airline is a national and the countries of ultimate destination of the traffic." Both Contracting Parties recognize that the traffic demands referred to are those of traffic whose initial origin or ultimate destination, as shown on the ticket or waybill or combination of tickets or combination of waybills, is in the country of which the transporting airline is a national, whether or not the traffic passes through, connects at, or stops over for any length of time within the period of validity of the ticket at any point or points en route.

2. Article 12 further grants "the right to embark or disembark on such services international traffic destined for and coming from

third countries at a point or points on the routes specified" in accordance with certain principles. Both Contracting Parties recognize that the traffic referred to is all traffic having neither its initial origin nor ultimate destination, as shown by the ticket or waybill or combination of tickets or combination of waybills, in the country of which the transporting airline is a national, irrespective of whether the initial origin or the ultimate destination of the traffic is intermediate to or beyond the terminals of the route, specified in the Annex to the Agreement, over which it is transported.

3. Both Contracting Parties agree that the services of a designated airline over a route specified in the Annex to the Agreement, in meeting their primary objective of providing capacity adequate to the traffic demands between the country of which such airline is a national and the countries of ultimate destination of the traffic, may, notwithstanding the above understanding of Article 12 of the Agreement, also add to their primary objective the provision of capacity adequate to the demands of passenger traffic stopping over for 12 hours or more at a point in the country of which such designated airline is a national en route to or from points not in the country of which such designated airline is a national. This addition to the primary objective does not extend to the provision of capacity for the demands of any passenger traffic which passes through, connects at, or stops over for less than 12 hours at a point in the country of which the transporting designated airline is a national. The right of a designated airline of one Contracting Party to provide capacity pursuant to this paragraph shall not alter the right, referred to in paragraph 1, of a designated airline of the other Contracting Party to provide capacity for all traffic whose initial origin or ultimate destination is in the country of which the latter airline is a national. Moreover, nothing in this paragraph shall be construed to impair the rights referred to in paragraph 2 above.

4. For the purposes of paragraphs 1, 2, and 3, the following definitions of initial origin and ultimate destination will apply:

(a) for a one way trip the initial origin is the first point and the ultimate destination is the last point on the ticket or waybill or combination of tickets or combination of waybills;

(b) for a circle or round trip a directional criterion will apply, i.e., the landing point farthest from the initial origin of the trip out, on the basis of the great circle distance, as shown on the ticket or combination of tickets, is the ultimate destination on the trip out and the point of initial origin on the return trip.

I shall appreciate receiving your confirmation that the foregoing also represents the understanding of the Government of Sweden.

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

For the Secretary of State:
ANTHONY M. SOLOMON

His Excellency
HUBERT DE BESCHE,
Ambassador of Sweden.

The Swedish Ambassador to the Secretary of State

WASHINGTON, D.C., *June 7, 1966*

SIR:

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

"I have the honor to refer to discussions which recently have taken place in Washington between representatives of the Government of the United States of America and the Government of Sweden with respect to the Air Transport Agreement between the United States of America and Sweden, signed on December 16, 1944, as amended, and to set forth the following understandings which were reached.

1. Article 12 states "that services provided by a designated airline under the present Agreement shall retain as their primary objective the provision of capacity adequate to the traffic demands between the country of which such airline is a national and the countries of ultimate destination of the traffic." Both Contracting Parties recognize that the traffic demands referred to are those of traffic whose initial origin or ultimate destination, as shown on the ticket or waybill or combination of tickets or combination of waybills, is in the country of which the transporting airline is a national, whether or not the traffic passes through, connects at, or stops over for any length of time within the period of validity of the ticket at any point or points en route.

2. Article 12 further grants "the right to embark or disembark on such services international traffic destined for and coming from third countries at a point or points on the routes specified" in accordance with certain principles. Both Contracting Parties recognize that the traffic referred to is all traffic having neither its initial origin nor ultimate destination, as shown by the ticket or waybill or combination of tickets or combination of waybills, in the country of which the transporting airline is a national, irrespective of whether the initial origin or the ultimate destination of the traffic is intermediate to or beyond the terminals of the route, specified in the Annex to the Agreement, over which it is transported.

3. Both Contracting Parties agree that the services of a designated airline over a route specified in the Annex to the Agreement, in meeting their primary objective of providing capacity adequate to the traffic demands between the country of which such airline is a national and the countries of ultimate destination of the traffic, may, notwithstanding the above understanding of Article 12 of the Agreement, also add to their primary objective the provision of capacity adequate to the demands of passenger traffic stopping over for 12 hours or more at a point in the country of which such designated airline is a national en route to or from points not in the country of which such designated airline is a national. This addition to the primary objective does not extend to the provision of capacity for the demands of any passenger traffic which passes through, connects at, or stops over for less than 12 hours at a point in the country of which the transporting designated airline is a national. The right of a designated airline of one Contracting Party to provide capacity pursuant to this paragraph shall not alter the right, referred to in paragraph 1, of a designated airline of the other Contracting Party to provide capacity for all traffic whose initial origin or ultimate destination is in the country of which the latter airline is a national. Moreover, nothing in this paragraph shall be construed to impair the rights referred to in paragraph 2 above.

4. For the purposes of paragraphs 1, 2, and 3, the following definitions of initial origin and ultimate destination will apply:

(a) for a one way trip the initial origin is the first point and the ultimate destination is the last point on the ticket or waybill or combination of tickets or combination of waybills;

(b) for a circle or round trip a directional criterion will apply, i.e., the landing point farthest from the initial origin of the trip out, on the basis of the great circle distance, as shown on the ticket or combination of tickets, is the ultimate destination on the trip out and the point of initial origin on the return trip.

I shall appreciate receiving your confirmation that the foregoing also represents the understanding of the Government of Sweden.

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

The contents of the foregoing note also represent the understanding of the Government of Sweden.

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

HUBERT DE BESCHE

The Honorable
DEAN RUSK
Secretary of State

MULTILATERAL

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

Agreement signed at Vienna June 18, 1965;
Entered into force June 15, 1966.

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

WHEREAS the Government of the United States of America (hereinafter called the "United States") and the Government of Israel (hereinafter called "Israel") have been co-operating on the civil uses of atomic energy under their Agreement for Cooperation of 12 July 1955 [1] as amended on 20 August 1959, 11 June 1960, 22 June 1962, [2] 15 August 1964 [3] and 11 April 1965 [4] (hereinafter called the "Agreement for Cooperation"), which requires that equipment, devices and materials made available to Israel by the United States be used solely for peaceful purposes and establishes a system of safeguards to that end; and

WHEREAS the Agreement for Cooperation reflects the mutual recognition of the two Governments of the desirability of arranging for the International Atomic Energy Agency (hereinafter called the "Agency") to administer safeguards as soon as practicable; and

WHEREAS the Agency is, pursuant to its Statute [5] and the action of its Board of Governors, now in a position to apply safeguards to certain materials, equipment and facilities in accordance with the Agency's safeguards procedures set forth in the Safeguards Document and in the Inspectors Document; and

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

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[1] TIAS 3311; 6 UST 2641.
[2] TIAS 4407, 4507, 5079; 11 UST 46, 1626; 13 UST 1289.
[3] Should read "19 August 1964"; TIAS 5723; 15 UST 2337.
[4] TIAS 5909; 16 UST 1773.
[5] TIAS 3873; 8 UST 1093.

has appropriate provisions to do so, safeguards to such materials, equipment and facilities as are covered by this Agreement; and

WHEREAS the Board of Governors of the Agency has acted favourably upon that request on 17 June 1965;

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

ARTICLE I

Use of Materials, Devices and Facilities for Peaceful Purposes

Section 1. Israel hereby undertakes that, during the term of this Agreement, it will not use in such a way as to further any military purpose any material, equipment or facility listed in the inventory for Israel provided for in paragraphs 1 and 2 of the Annex.

Section 2. The United States hereby undertakes that, during the term of this Agreement, it will not use in such a way as to further any military purpose any special fissionable material listed in the inventory for the United States provided for in paragraph 3 of the Annex.

Section 3. The Agency hereby agrees to apply safeguards, during the term of and in accordance with the provisions of this Agreement, to materials, equipment and facilities while they are listed in the inventories provided for in the Annex, to ensure that they will not be used in such a way as to further any military purpose, provided that there need be no application of safeguards to:

(a) Nuclear materials, except to the extent that the quantity of PN material of that type in the State, including that listed in the inventory provided for in the Annex, is in excess of:

  (i) In the case of natural uranium or depleted uranium with a uranium-235 content of 0.5 per cent or greater—10 metric tons;

  (ii) In the case of depleted uranium with a uranium-235 content of less than 0.5 per cent—20 metric tons;

  (iii) In the case of thorium—20 metric tons,

  (iv) In the case of special fissionable material: plutonium, uranium-233 or fully enriched uranium or its equivalent in the case of partially enriched uranium—200 grams;

(b) Reactors specified by Israel and determined by the Agency to have a maximum calculated power for continuous operation of less than three thermal megawatts, provided that the total such power of the reactors thus specified by Israel under this and all other agreements providing for safeguards by the Agency in Israel may not exceed six thermal megawatts;

(c) Mines, mining equipment or ore-processing plants.

Section 4. Israel and the United States undertake to facilitate the application of such safeguards and to co-operate with the Agency and each other to that end.

Section 5. The United States agrees that its rights under Article VI of the Agreement for Cooperation to apply safeguards to equipment, devices and materials subject to that Agreement will be suspended with respect to materials, equipment and facilities while they are listed in the inventory for Israel provided for in the Annex. It is understood that no other rights and obligations of Israel and the United States between each other under Article VI and under other provisions of the Agreement for Cooperation, including those arising by reason of paragraph B of Article VII, will be affected by this Agreement. If the Board determines, pursuant to Section 15(a) or otherwise, that the Agency is unable to apply safeguards to any such material, equipment or facility, it shall thereby be removed from such inventory until the Board determines that the Agency is able to apply safeguards to it.

Article II

Application of Agency Safeguards

Section 6. An initial inventory of all the materials, equipment and facilities which are within the jurisdiction of Israel and subject to the Agreement for Cooperation and which are within the scope of the Agency's safeguards system shall be prepared by the two Governments and submitted to the Agency. Upon the entry into force of this Agreement, the Agency will commence applying safeguards to such materials, equipment and facilities. Thereafter Israel and the United States shall jointly notify the Agency of:

(a) Any transfer from the United States to Israel under their Agreement for Cooperation of materials, equipment or facilities which are within the scope of the Agency's safeguards system;

(b) Any transfer from Israel to the United States of any special fissionable material included in the inventory pursuant to Section 8.

Such materials, equipment and facilities shall be listed in the respective inventory provided for in the Annex, within thirty days of receipt of such notification by the Agency and thereupon become subject to safeguards by the Agency, unless the Agency notifies the two Governments that it is unable to apply safeguards thereto.

Section 7. The notification by the two Governments provided for in Section 6 shall normally be sent to the Agency not more than two weeks after the material, equipment or facility arrives in the recipient

country, except that shipments of natural uranium, depleted uranium, or thorium in quantities not exceeding one ton shall not be subject to the two-week notification requirement but shall be reported to the Agency at quarterly intervals. Such notification shall include the type, form and quantity of the material and/or the type and capacity of the equipment or facility involved, the date of shipment, the date of receipt, the identity of the recipient, and any other relevant information. The two Governments also undertake to give the Agency as much advance notice as possible of the transfer of large quantities of nuclear materials or major equipment or facilities. Design information pertinent to safeguards and concerning the facilities listed in the inventory provided for in paragraphs 1(a) and 2 of the Annex shall also be provided to the Agency by the Party concerned at the request of the Agency.

Section 8. Israel shall notify the Agency, by means of its routine safeguards reports, of any special fissionable material it has produced, during the period covered by the report, in or by the use of any of the materials, equipment or facilities listed in the principal part of the inventory for Israel provided for in the Annex. Upon receipt by the Agency of the notification, such produced material shall be listed in that inventory, provided that any material so produced shall be deemed to be listed and therefore to be subject to safeguards by the Agency from the time it is produced. The Agency may verify the calculations of the amounts of such materials; appropriate adjustment in the inventory provided for in the Annex will be made by agreement of the Parties to the Agreement concerned. Pending final agreement of the Parties concerned, the Agency's calculations will govern.

Section 9. Israel and the United States shall jointly notify the Agency of the return to the United States of any materials, equipment or facilities listed in the inventory for Israel provided for in the Annex. Upon receipt thereof by the United States:

(a) Materials described in Section 6(b) shall be transferred from the inventory for Israel to the inventory for the United States;

(b) Other materials, and equipment or facilities shall be deleted from the inventory provided for in the Annex.

Section 10. Israel and the United States shall jointly notify the Agency of any transfer of materials, equipment or facilities listed in the inventory provided for in the Annex to a recipient which is not under the jurisdiction of either Israel or the United States. Such materials, equipment or facilities shall thereupon be deleted from such inventory, provided that:

(a) Safeguards by the Agency continue to apply to such materials, equipment or facilities; or

(b) Other safeguards, generally consistent with Agency safeguards and acceptable to Israel and the United States, will

apply to such materials, equipment or facilities, provided that in the case of materials included in the inventory pursuant to Section 6(b) or 8 such other safeguards are also acceptable to the Agency.

Section 11. The notifications by the two Governments provided for in Sections 9 and 10 shall be sent to the Agency at least two weeks before the material, equipment or facility is transferred. In other respects these notifications shall conform, as far as appropriate, to the requirements of Section 7.

Section 12. Agency safeguards applied to nuclear material pursuant to this Agreement will be suspended while such material is transferred, to any other State or group of States or to an international organization, solely for the purpose of processing, reprocessing or testing, under an agreement approved by the Agency and within the scope of the Agreement for Cooperation or is transferred, under an arrangement approved by the Agency, to a facility within Israel or the United States of America to which safeguards are not applied, provided that:

(a) The agreement or the arrangement requires that there be placed under safeguards by the Agency, at a time to be agreed and with due allowance for processing losses, an amount of the same type of nuclear material at least equal to such transferred material and not otherwise subject to safeguards (hereinafter called "substituted material"); or

(b) The quantities of such transferred material are not at any time in excess of:

(i) In the case of natural uranium or depleted uranium with a uranium-235 content of 0.5 per cent or greater—10 metric tons;

(ii) In the case of depleted uranium with a uranium-235 content of less than 0.5 per cent—20 metric tons;

(iii) In the case of thorium—20 metric tons;

(iv) In the case of special fissionable material: plutonium, uranium-233 or fully enriched uranium or its equivalent in the case of partially enriched uranium—1000 grams.

In the case of materials listed in the inventory pursuant to Section 6(b), the Agency undertakes to give any requisite approvals necessary to allow the suspension of safeguards within the United States.

Section 13. In the event material is substituted as provided for in Section 12, that substituted material will be listed in the inventory provided for in the Annex in place of the original produced material as of the date of substitution. Safeguards suspended pursuant to Section 12 will remain suspended for as long as the substituted material remains subject to Agency safeguards or as long as the quantities of the materials for which no substitution was made do not exceed the limits

specified in Section 12(b). When and if the original produced material is returned to the safeguards system provided for by this Agreement, that material will be listed in the inventory provided for in the Annex in place of the substituted material.

Section 14. The safeguards to be applied by the Agency are those procedures specified in Part V of the Safeguards Document, provided that the procedures for notification of transfers shall be as set forth in this Agreement.

Section 15. If the Board determines, in accordance with Article XII.C of the Statute, [1] that there has been any non-compliance with this Agreement, the Board shall call upon the State concerned to remedy forthwith such non-compliance and shall make such reports as may be appropriate. In the event of failure by such State to take fully corrective action within a reasonable time:

(a) The Agency shall be relieved of its responsibility under Section 3 to apply safeguards for such time as the Board determines the Agency cannot effectively apply the safeguards provided for in this Agreement; and

(b) The Board may take any other measures prescribed in Article XII.C of the Statute.

The Agency shall promptly notify the Parties in the event of any determination by the Board pursuant to this Section.

Article III

Agency Inspectors

Section 16. Agency inspectors performing functions pursuant to this Agreement shall be governed by paragraphs 1 through 7 and 9, 10, 12 and 14 of the Inspectors Document and by paragraph 41 of the Safeguards Document. Whenever the United States avails itself of the provisions of Section 12(a) with respect to any material listed in the inventory pursuant to Section 6(b), it is understood that, with respect to the right of access of Agency inspectors within the United States of America, the requirements of paragraph 9 of the Inspectors Document shall be satisfied by affording Agency inspectors access at all times to the substituted materials.

Section 17. Israel shall apply the provisions of the Agreement on the Privileges and Immunities of the Agency [2] to Agency inspectors performing functions consequent upon this Agreement and to any property of the Agency used by them.

Section 18. The provisions of the International Organizations Immunities Act of the United States [3] shall apply to Agency inspectors

[1] TIAS 3873; 8 UST 1107.
[2] 374 UNTS 147.
[3] 59 Stat. 669; 22 U.S.C. § 288 note.

performing functions in the United States of America under this Agreement and to any property of the Agency used by them.

ARTICLE IV

Use of Information by the Agency

Section 19. The Agency shall not publish nor communicate to any State, organization or person not on its staff any information obtained by it under this Agreement, other than summarized information about the inventories provided for in the Annex, except with the consent of the Government of the State to which the information relates. Specific details concerning safeguards aspects of the nuclear energy programmes of either Israel or the United States may be disseminated to the Board and to appropriate Agency staff members as necessary for the Agency to fulfil its safeguards responsibilities under this Agreement.

ARTICLE V

Finance

Section 20. In connection with the implementation of this Agreement all expenses incurred by or at the written request or direction of the Agency, its inspectors or other officials shall be borne by the Agency, and neither Israel nor the United States shall be required to bear any expenses for equipment, accommodation, or transport furnished pursuant to paragraph 6 of the Inspectors Document.

ARTICLE VI

Settlement of Disputes

Section 21. Any dispute arising out of the interpretation or application of this Agreement which is not settled by negotiation or as may otherwise be agreed by the Parties concerned shall on the request of any Party be submitted to an arbitral tribunal composed as follows:

(a) If the dispute involves only two of the Parties to this Agreement, all three Parties agreeing that the third is not concerned, the two Parties involved shall each designate one arbitrator, and the two arbitrators so designated shall elect a third, who shall be the Chairman. If within thirty days of the request for arbitration either Party has not designated an arbitrator, either Party to the dispute may request the President of the International Court of Justice to appoint an arbitrator. The same procedure shall apply if, within thirty days of the designation or appointment of the second arbitrator, the third arbitrator has not been elected; or

(b) If the dispute involves all three Parties to this Agreement, each Party shall designate one arbitrator, and the three arbi-

trators so designated shall by unanimous decision elect a fourth arbitrator, who shall be the Chairman, and a fifth arbitrator. If within thirty days of the request for arbitration any Party has not designated an arbitrator, any Party may request the President of the International Court of Justice to appoint the necessary number of arbitrators. The same procedure shall apply, if within thirty days of the designation or appointment of the third of the first three arbitrators, the Chairman or the fifth arbitrator has not been elected.

A majority of the members of the arbitral tribunal shall constitute a quorum, and all decisions shall be made by majority vote. The arbitral procedure shall be fixed by the tribunal. Upon application by any Party, and if necessary to ensure that this Agreement continues to function effectively, the arbitral tribunal shall be empowered to make interim decisions and to issue interim orders pending a final decision on any dispute, except with respect to matters covered by Section 22. The final decision and interim orders and decisions of the tribunal, including all rulings concerning its constitution, procedure, jurisdiction and the division of the expenses of arbitration between the Parties, shall be binding on all Parties and shall be implemented by them. The remuneration of the arbitrators shall be determined on the same basis as that of *ad hoc* judges of the International Court of Justice under Article 32, paragraph 4, of the Statute of the Court.[1]

Section 22. Decisions of the Board concerning the inability of the Agency to apply safeguards or concerning any non-compliance with this Agreement, taken pursuant to Section 6 or 15, shall, if they so provide, immediately be given effect by the Parties, pending the conclusion of any consultation, negotiation or arbitration that may be or may have been invoked with regard to the dispute.

Article VII

The Agency's Safeguards System and Definitions

Section 23. The terms "application of safeguards", "Board", "depleted uranium", "Director General", "nuclear material", "PN material", "reactor", "special fissionable material" and "Statute" have the same meaning in this Agreement and the Annex hereto as they do in the Safeguards Document. The term "substituted material" refers to material described in Section 12(a). "Equivalent" amounts of special fissionable materials for purposes of Sections 3(a)(iv) and 12(b)(iv) shall be as defined by the equation in the Appendix to the Safeguards Document; the equivalent amounts of plutonium and uranium-233 are the same as for fully enriched uranium. "Party" shall mean the Agency, Israel or the United States.

[1] TS 993; 59 Stat. 1059.

Section 24. The terms "the Agency's safeguards system" and "Agency safeguards" refer to the procedures for safeguarding reactors with less than 100 megawatts thermal output, the related nuclear materials and small research and development facilities, as set forth in the Safeguards Document (INFCIRC/26, approved by the Board on 31 January 1961) and, with respect to Agency inspectors, the Inspectors Document (GC(V)/INF/39, Annex, placed in effect by the Board on 29 June 1961). In the event the Agency modifies those documents or the scope of the system, the Parties may agree to apply any or all such modifications for purposes of this Agreement.

ARTICLE VIII

Amendment, Entry into Force and Duration

Section 25. Upon the request of any Party there shall be consultations among them concerning the amendment of this Agreement.

Section 26. This Agreement shall enter into force, after signature by or for the Director General and by the authorized representatives of Israel and of the United States, on the date on which the Agency accepts the initial inventory provided for in Section 6.[1]

Section 27. This Agreement shall remain in force until 4 April 1975 unless sooner terminated by any Party upon six months' notice to the other Parties or as may otherwise be agreed.

DONE in Vienna, this 18th day of June 1965, in triplicate in the English language.

For the INTERNATIONAL ATOMIC ENERGY AGENCY:

SIGVARD EKLUND

For the GOVERNMENT OF ISRAEL:

NAFTALI SHIMRON

For the GOVERNMENT OF THE UNITED STATES OF AMERICA:

HENRY D. SMYTH

[SEAL]

[1] June 15, 1966.

ANNEX

MATERIALS, EQUIPMENT AND FACILITIES SUBJECT TO AGENCY SAFEGUARDS

Inventories, with respect to Israel and with respect to the United States, of the materials, equipment and facilities subject to safeguards by the Agency pursuant to this Agreement shall be currently maintained by the Agency on the basis of the notifications, agreements and determinations provided for in Article II of this Agreement, and on the basis of the safeguards reports submitted by the Governments pursuant to this Agreement. These inventories will be considered integral parts of this Agreement, and the Agency will communicate them routinely to Israel and to the United States every three months and also within two weeks of the receipt of a special request therefor from one of the Governments.

1. The principal part of the inventory with respect to Israel will consist of at least the following categories:

   (a) Equipment and facilities transferred to Israel;

   (b) Material transferred to Israel, and any substituted material;

   (c) Special fissionable materials produced in Israel, as specified in Section 8 of this Agreement, and any substituted material; and

   (d) Nuclear materials utilized in or recovered from any materials, equipment or facilities listed in the principal part of this inventory, and any substituted material.

2. The subsidiary part of the inventory with respect to Israel will contain any other equipment or facility while it is using, fabricating or processing any material listed in the principal part of this inventory.

3. The inventory with respect to the United States will contain any special fissionable material of whose transfer from Israel the Agency has been notified pursuant to Section 6(b) of this Agreement, and any substituted material.

ISRAEL

Alien Amateur Radio Operators

Agreement effected by exchange of notes
Signed at Washington June 15, 1966;
Entered into force June 15, 1966.

The Israel Ambassador to the Secretary of State

EMBASSY OF ISRAEL
WASHINGTON, D.C.

שגרירות ישראל
וושינגטון

JUN 15 1966

DEAR MR. SECRETARY,

I have the honor to refer to conversations between representatives of the Government of Israel and representatives of the Government of the United States of America relating to the possibility of concluding an agreement between the two Governments with a view to the reciprocal granting of authorizations to permit licensed amateur radio operators of either country to operate their stations in the other country, in accordance with the provisions of Article 41 of the International Radio Regulations, Geneva, 1959.[1] It is proposed that an agreement with respect to this matter be concluded as follows:

1. An individual who is licensed by his Government as an amateur radio operator and who operates an amateur radio station licensed by such Government shall be permitted by the other Government, on a reciprocal basis and subject to the conditions stated below, to operate such station in the territory of such other Government.

2. The individual who is licensed by his Government as an amateur radio operator shall, before being permitted to operate his station as provided for in paragraph 1, obtain from the appropriate administrative agency of the other Government an authorization for that purpose.

3. The appropriate administrative agency of each Government may issue an authorization, as prescribed in paragraph 2, under such conditions and terms as it may prescribe, including the right of cancellation at the convenience of the issuing Government at any time.

---

[1] TIAS 4893; 12 UST 2633.

Upon the receipt of a reply note from you indicating the concurrence of the Government of the United States of America, it will be considered that this note and the reply note constitute an agreement between the two Governments, such agreement to be in force as of the date of the reply note and to be subject to termination by either Government giving six months' notice, in writing, of its intention to terminate.

Please accept, Mr. Secretary, the assurances of my highest consideration.

AVRAHAM HARMAN

Avraham Harman
Ambassador

The Honorable
SECRETARY OF STATE
Washington, D.C.

The Secretary of State to the Israel Ambassador

DEPARTMENT OF STATE
WASHINGTON
Jun 15 1966

EXCELLENCY:

I have the honor to acknowledge the receipt of Your Excellency's note of this date, in which reference is made to conversations between representatives of the Government of the United States of America and representatives of the Government of Israel relating to the possibility of concluding an agreement between the two Governments with a view to the reciprocal granting of authorizations to permit licensed amateur radio operators of either country to operate their stations in the other country, in accordance with the provisions of Article 41 of the international Radio Regulations, Geneva, 1959.

Pursuant to section 303(*l*)(2) and 310(a) of the Communications Act of 1934 as amended [1] (47 U.S.C. 303(*l*)(2)), 310(a), the Government of the United States of America is prepared to conclude an agreement with respect to this matter as follows:

1. An individual who is licensed by his Government as an amateur radio operator and who operates an amateur radio station licensed by such Government shall be permitted by the other Government, on a reciprocal basis and subject to the conditions stated below, to operate such station in the territory of such other Government.

---

[1] 78 Stat. 202.

2. The individual who is licensed by his Government as an amateur radio operator shall, before being permitted to operate his station as provided for in paragraph 1, obtain from the appropriate administrative agency of the other Government an authorization for that purpose.

3. The appropriate administrative agency of each Government may issue an authorization, as prescribed in paragraph 2, under such conditions and terms as it may prescribe, including the right of cancellation at the convenience of the issuing Government at any time.

In accordance with the suggestion made in Your Excellency's note, that note and this reply note indicating the concurrence of the Government of the United States of America are considered as constituting an agreement between the two Governments, such agreement to be in force as of the date of this reply note and to be subject to termination by either Government giving six months' notice, in writing, of its intention to terminate.

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

For the Secretary of State:

FRANK E. LOY

His Excellency
AVRAHAM HARMAN,
Ambassador of Israel.

COLOMBIA

Trade in Cotton Textiles

Agreement amending the agreement of June 9, 1965.
Effected by exchange of notes
Signed at Washington June 24, 1966;
Entered into force June 24, 1966.
With related notes.

The Secretary of State to the Colombian Ambassador

DEPARTMENT OF STATE
WASHINGTON
June 24, 1966

EXCELLENCY:

I have the honor to refer to the cotton textile agreement between our two Governments effected by an exchange of notes dated June 9, 1965, [1] and to our discussions concerning the exports of cotton textiles from Colombia to the United States.

I propose that the agreement be amended, effective as of July 1, 1966, as follows:

A. Add to the end of the proviso in paragraph 1. B the following:

> "and the yarn group ceiling may be exceeded in any agreement year after July 1, 1966 by the amount by which exports of other cotton textiles from Colombia to the United States are less than the sum of the limitations applicable to the other groups."

B. In paragraph 9 change "1969" to "1970".

If these proposals are acceptable to the Government of Colombia, I shall appreciate receiving your note to this effect. This note and Your Excellency's note indicating the acceptability of these proposals on behalf of the Government of Colombia shall constitute an amendment to the agreement.

---

[1] TIAS 5832; 16 UST 912.

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

For the Acting Secretary of State:
ANTHONY M. SOLOMON

His Excellency
Dr. EDUARDO URIBE,
Ambassador of Colombia.

The Colombian Ambassador to the Secretary of State

EMBAJADA DE COLOMBIA
WASHINGTON
June 24th, 1966.

1407

EXCELLENCY:

I have the honor to acknowledge receipt of your note of this date, proposing some amendments to the Bilateral Agreement relating to trade in cotton textiles between Colombia and the United States of America, signed at Bogotá on June 9, 1965, which reads as follows:

"I have the honor to refer to the cotton textile agreement between our two Governments effected by an exchange of notes dated June 9, 1965, and to our discussions concerning the exports of cotton textiles from Colombia to the United States.

"I propose that the agreement be amended, effective as of July 1, 1966, as follows:

"A. Add to the end of the proviso in paragraph 1. B. the following:

"and the yarn group ceiling may be exceeded in any agreement year after July 1, 1966 by the amount by which exports of other cotton textiles from Colombia to the United States are less than the sum of the limitations applicable to the other groups."

"B. In paragraph 9 change "1969" to "1970".

"If these proposals are acceptable to the Government of Colombia, I shall appreciate receiving your note to this effect. This note and Your Excellency's note indicating the acceptability of these proposals on behalf of the Government of Colombia shall constitute an amendment to the agreement.

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

I have the honor to inform Your Excellency that the proposals are acceptable to the Government of Colombia. Consequently, it is agreed that your note and this note of acceptance shall constitute an amendment to the Agreement.

Accept, Excellency, the assurances of my highest consideration.

EDUARDO URIBE BOTERO

Eduardo Uribe Botero
Ambassador of Colombia

His Excellency
DEAN RUSK,
Secretary of State,
Washington, D.C.

The Secretary of State to the Colombian Ambassador

DEPARTMENT OF STATE
WASHINGTON
June 24, 1966

EXCELLENCY:

I have the honor to refer to the agreement between our two Governments concerning trade in cotton textiles of June 9, 1965, as amended today.

In view of the special circumstances described by the representatives of the Government of Colombia in recent discussions, the Government of the United States agrees that during the period beginning July 1, 1966 and extending through December 31, 1966, only, exports of cotton yarn in categories 1–4 in the amount of one million pounds shall not be counted against the limitations specified in paragraph 1 of the agreement. In addition, the Government of the United States agrees that during the twelve-month period beginning July 1, 1966, only, exports of cotton textiles in the following categories and amounts shall not be counted against the limitations specified in paragraph 1 of the agreement:

Category or Categories	Thousand Square Yards
Categories 5 and 6	1,000 of which not more than 25 percent shall be in category 6
Category 16	750
Category 22	3,250
Category 26, excluding duck	2,000

I shall appreciate receiving Your Excellency's confirmation of the above understanding.

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

For the Acting Secretary of State:

ANTHONY M. SOLOMON

His Excellency
Dr. EDUARDO URIBE,
Ambassador of Colombia.

The Colombian Ambassador to the Secretary of State

EMBAJADA DE COLOMBIA
WASHINGTON
June 24th, 1966.

1406

EXCELLENCY:

I have the honor to acknowledge receipt of Your Excellency's note of this date referring to the Agreement between our two Governments concerning trade in cotton textiles, signed at Bogotá on June 9, 1965, which reads as follows:

"I have the honor to refer to the agreement between our two Governments concerning trade in cotton textiles of June 9, 1965, as amended today.

"In view of the special circumstances described by the representatives of the Government of Colombia in recent discussions, the Government of the United States agrees that during the period beginning July 1, 1966 and extending through December 31, 1966, only, exports of cotton yarn in categories 1–4 in the amount of one million pounds shall not be counted against the limitations specified in paragraph 1 of the agreement. In addition, the Government of the United States agrees that during the twelve-month period beginning July 1, 1966, only, exports of cotton textiles in the following categories and amounts shall not be counted against the limitations specified in paragraph 1 of the agreement:

"Category or Categories	Thousand Square Yards
Categories 5 and 6	1,000 of which not more than 25 percent shall be in category 6
Category 16	750
Category 22	3,250
Category 26, excluding duck	2,000

"I shall appreciate receiving Your Excellency's confirmation of the above understanding.

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

I have the honor to confirm to Your Excellency that this is also the understanding of the Government of Colombia.

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

EDUARDO URIBE BOTERO

Eduardo Uribe Botero
Ambassador of Colombia

His Excellency
DEAN RUSK,
Secretary of State,
Washington, D.C.

IVORY COAST

Agricultural Commodities: Sales Under Title IV

Agreement amending the agreement of April 5, 1965.
Effected by exchange of notes
Signed at Abidjan June 1, 1966;
Entered into force June 1, 1966.

The American Ambassador to the Ivory Coast Minister Delegate for Economic and Financial Affairs

N° 51 ABIDJAN, *le 1 Juin 1966*

EXCELLENCY,

I have the honor to refer to the agricultural commodities agreement signed between our two governments on April 5, 1965 [1] and to propose that:

1°/ The commodity table in paragraph I of article 1 of the agreement be amended to read as follows:

Commodity	Supply Period	Approximate Maximum Quantity	Maximum Market Value to be financed (1,000)
Rice	Calendar years 1965 and 1966	39, 000	$ 5, 275
Ocean transportation (estim.)			$ 518
Total:			$ 5, 793

2°/ There be added at the end of the second sentence of paragraph II [2] the phrase: "for commodities delivered pursuant to purchase authorization issued prior to June 1, 1966, and will be for 25 percent of such commodity value for commodities delivered pursuant to purchase authorizations issued on or after June 1, 1966.

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[1] TIAS 5784; 16 UST 624.
[2] Should read "of paragraph 2 of Article II".

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

GEORGE A MORGAN

His Excellency
KONAN BEDIÉ,
Minister Delegate
for Economic and Financial Affairs
Abidjan.

The Ivory Coast Minister Delegate for Economic and Financial Affairs to the American Ambassador

MINISTÈRE
DES AFFAIRES ECONOMIQUES
ET FINANCIÈRES

République de Côte d'Ivoire
Union - Discipline - Travail

LE MINISTRE DÉLÉGUÉ

N° 776 AEF/M/CSN

ABIDJAN, *le 1er Juin 1966*

à Monsieur l'AMBASSADEUR DES
ETATS-UNIS D'AMERIQUE
Abidjan

EXCELLENCE,

J'ai l'honneur d'accuser réception de votre note diplomatique, en date du 1er Juin 1966, par laquelle vous me proposez, par amendement de l'Accord sur les produits agricoles signé le 5 Avril 1965, par nos deux Gouvernements, les dispositions suivantes:

1°) que le tableau se rapportant aux produits agricoles (premier paragraphe de l'article I) soit modifié ainsi qu'il suit:

Produit	Période de livraison	Quantité max. approx. tonne métrique	Valeur sur le marché d'exportation (1,000)
Riz	Années civiles 1965 et 1966	39. 000	$ 5. 275
Transport maritime (estim.)			$ 518
Total:			$ 5. 793

2°) qu'il soit ajouté l'additif suivant à la fin de la seconde phrase (deuxième paragraphe de l'article II): "pour les produits livrés conformément à l'autorisation d'achat établie avant le 1er Juin 1966 et représentera les 25% du montant des marchandises pour les produits livrés conformément aux autorisations d'achats établies le 1er Juin 1966 ou après cette date."

Je vous confirme l'accord de mon Gouvernement sur ces propositions d'Avenant à l'Accord AID de 1965.

Je vous prie d'agréer, Excellence, l'assurance de ma haute considération.

KONAN BEDIE

Konan Bedie

Translation

MINISTRY OF ECONOMIC AND FINANCIAL AFFAIRS

MINISTER DELEGATE

No. 776 AEF/M/CSN

Republic of Ivory Coast
Union - Discipline - Labor

ABIDJAN, *June 1, 1966*

To the AMBASSADOR OF THE UNITED STATES OF AMERICA,
Abidjan.

EXCELLENCY:

I have the honor to acknowledge the receipt of your diplomatic note dated June 1, 1966, in which you propose that the Agricultural Commodities Agreement signed by our two Governments on April 5, 1965, be amended as follows:

[For the English language text see *ante*, p. 768.]

I hereby confirm to you my Government's acceptance of the proposed amendments to the AID Agreement of 1965.

Accept, Excellency, the assurances of my high consideration.

KONAN BEDIE

Konan Bedie

YUGOSLAVIA

Agricultural Commodities: Sales Under Title IV

Agreement signed at Belgrade April 11, 1966;
Entered into force April 11, 1966.
With exchange of notes.

AGRICULTURAL COMMODITIES AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF THE SOCIALIST FEDERAL REPUBLIC OF YUGOSLAVIA UNDER TITLE IV OF THE AGRICULTURAL TRADE DEVELOPMENT AND ASSISTANCE ACT, AS AMENDED

The Government of the United States of America and the Government of the Socialist Federal Republic of Yugoslavia;

Recognizing the desirability of expanding trade in agricultural commodities between their two countries in a manner which would utilize agricultural commodities, including the products thereof, produced in the United States of America to assist economic development in Yugoslavia;

Recognizing that such expanded trade should be carried on in a manner which would not displace cash marketings of the United States of America in those commodities or unduly disrupt world prices of agricultural commodities;

Recognizing further that by providing such commodities to Yugoslavia under long-term supply and credit arrangements, the resources and manpower of Yugoslavia can be utilized more effectively for economic development without jeopardizing meanwhile adequate supplies of agricultural commodities for domestic use;

Desiring to set forth the understandings which will govern the sales, as specified below, of commodities to Yugoslavia pursuant to Title IV of the Agricultural Trade Development and Assistance Act, [1] as amended (hereinafter referred to as the Act);

Have agreed as follows:

ARTICLE I

COMMODITY SALES PROVISIONS

1. Subject to issuance by the Government of the United States of America and acceptance by the Government of the Socialist Federal

[1] 73 Stat. 610; 7 U.S.C. §§ 1731–1736.

Republic of Yugoslavia of credit purchase authorizations and to the availability of commodities under the Act at the time of exportation, the Government of the United States of America undertakes to finance, during the period specified in the following table or such longer periods as may be authorized by the Government of the United States of America, sales for United States dollars, to purchasers authorized by the Government of the Socialist Federal Republic of Yugoslavia, of the following commodities:

Commodity	Supply Period	Approximate Maximum Quantity (Metric tons)	Maximum Export Market Value to be Financed (1,000)
Soybean and/or Cottonseed Oil	Calendar Year 1966	35,000	9,625
Cotton	Calendar Year 1966	137,000 bales	17,536
Ocean Transportation (estimated)			781
Total			27,942

The total amount of financing provided in the credit purchase authorizations shall not exceed the above-specified export market value to be financed, except that additional financing for ocean transportation will be provided if the estimated amount for financing shipments required to be made on United States flag vessels proves to be insufficient. It is understood that the Government of the United States of America will, as price declines or other marketing forces may require, limit the amount of financing provided in the credit purchase authorizations so that the quantities of commodities financed will not substantially exceed the above-specified approximate maximum quantities.

2. Credit purchase authorizations will include provisions relating to the sale and delivery of such commodities and other relevant matters.

3. The financing, sale and delivery of commodities hereunder may be terminated by either Government if that Government determines that because of changed conditions the continuation of such financing, sale and delivery is unnecessary or undesirable.

Article II

CREDIT PROVISIONS

1. The Government of the Socialist Federal Republic of Yugoslavia will pay, or cause to be paid, in United States dollars to the Government of the United States of America for the commodities

specified in Article I and related ocean transportation (except excess ocean transportation costs resulting from the requirement that United States flag vessels be used) the amount financed by the Government of the United States of America together with interest thereon.

2. The principal amount due for commodities delivered in each calendar year under this agreement, including the applicable ocean transportation costs related to such deliveries, shall be paid in 12 annual payments. The first annual payment for commodities delivered in any calendar year shall become due two years after the date of last delivery of commodities in such calendar year. Subsequent annual payments shall become due at intervals of one year thereafter. The first and second annual payments for commodities delivered in each calendar year under this agreement, including the applicable ocean transportation costs related to such deliveries, shall each be $1,000,000 or one-twelfth (1/12) of the principal amount due whichever is less. The balance shall be paid in 10 approximately equal annual payments. Any annual payment may be made prior to the due date thereof.

3. Interest on the unpaid balance of the principal amount due the Government of the United States of America for commodities delivered in each calendar year shall be computed at the rate of 3½ percent per annum and shall begin on the date of last delivery of commodities in such calendar year. Interest on each such unpaid balance shall be paid annually on the anniversary of the date of last delivery of commodities in such calendar year.

4. All payments shall be made in United States dollars and the Government of the Socialist Federal Republic of Yugoslavia shall deposit, or cause to be deposited, such payments in the United States Treasury for credit to the Commodity Credit Corporation unless another depository is agreed upon by the two Governments.

5. The two Governments will each establish appropriate procedures to facilitate the reconciliation of their respective records of the amounts financed with respect to the commodities delivered during each calendar year.

6. For the purpose of determining the date of the last delivery of commodities for each calendar year, delivery shall be deemed to have occured as of the on-board date shown in the ocean bill of lading which has been signed or initialed on behalf of the carrier.

ARTICLE III

GENERAL PROVISIONS

1. The Government of the Socialist Federal Republic of Yugoslavia will take all possible measures to prevent the resale or transshipment to other countries or the use for other than domestic consumption of the agricultural commodities purchased pursuant to this agreement; to prevent the export of any commodity of either

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domestic or foreign origin which is the same as or like the commodities purchased pursuant to this agreement during the period beginning on the date of this agreement and ending on the final date on which said commodities are being received and utilized (except where such export is specifically approved by the Government of the United States of America); and to ensure that the purchase of commodities pursuant to this agreement does not result in increased availability of these or like commodities to other countries.

2. The two Governments will take reasonable precautions to assure that sales or purchases of commodities pursuant to the agreement will not displace cash marketings of the United States of America in these commodities or unduly disrupt world prices of agricultural commodities or normal patterns of commercial trade of countries friendly to the United States of America.

3. The Government of the Socialist Federal Republic of Yugoslavia 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 information relating to exports of the same or like commodities.

Article IV

CONSULTATIONS

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 entered into pursuant to this agreement.

Article V

ENTRY INTO FORCE

The 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 Beograd in duplicate this 11th day of April, 1966.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA:

C. Burke Elbrick

C. Burke Elbrick
Ambassador of the United States of America

FOR THE GOVERNMENT OF THE SOCIALIST FEDERAL REPUBLIC OF YUGOSLAVIA:

Srdja Prica

Srdja Prica
Counselor of the State Secretary for Foreign Affairs

U.S. Note

BEOGRAD, *April 11, 1966*

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 the Socialist Federal Republic of Yugoslavia signed today, and to inform you of my Government's understanding of the following:

In concurring that the delivery of agricultural commodities pursuant to the agreement should not displace usual marketings of the United States of America in these commodities or unduly disrupt world prices of agricultural commodities, the Government of the Socialist Federal Republic of Yugoslavia agrees: (a) that it will not permit the export of cotton or edible oils (including oil seeds in excess of 2,500 metric tons) of either indigenous or domestic origin during Calendar Year 1966 or any subsequent period during which the commodities purchased under the agreement are being imported and utilized; (b) that, in addition to any commodities required to be purchased to complete the satisfaction of the 1965 usual marketing requirements of other agricultural commodity agreements between our two Governments, it will procure and import with its own resources from normal suppliers during Calendar Year 1966 or any subsequent period during which the commodities purchased under the agreement are being imported, not less than 267,000 bales of cotton, of which not less than 34,000 bales shall be from the United States of America and not less than 15,000 metric tons of edible vegetable oils and/or oil equivalent of oil seeds of which at least 5,000 metric tons shall be from the United States of America; and (c) that should Yugoslavia's exports of cotton textiles be increased during Calendar Year 1966 over Calendar Year 1964, it will procure and import with its own resources from the United States of America an additional quantity of cotton at least equal to the raw cotton content of the increase in its textile exports. Such imports will be in addition to those stated in paragraph (b) above.

With regard to paragraph 3, Article III of the agreement, the Government of the Socialist Federal Republic of Yugoslavia agrees to furnish quarterly the following information in connection with each shipment of commodities received under the Agreement: the name of each vessel; the date of arrival; the port of arrival; the commodity and quantity received; the condition in which received; the date unloading was completed; and the disposition of the cargo, i.e., stored, distributed locally, or if shipped, where shipped. In addition, the Government of the Socialist Federal Republic of Yugoslavia agrees to furnish quarterly: (a) a statement of measures it has taken to prevent the resale or transshipment of commodities furnished, (b) assurances that the program will not result in increased availability

of the same or like commodities to other nations, and (c) a statement by the Government of the Socialist Federal Republic of Yugoslavia showing progress made toward fulfilling commitments on usual marketings, accompanied by statistical data on imports by country of origin or destination of commodities which are the same or like those imported under the agreement.

I shall appreciate receiving your confirmation that the foregoing also represents the understanding of the Socialist Federal Republic of Yugoslavia.

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

C. BURKE ELBRICK

C. Burke Elbrick
Ambassador of the United States of America

His Excellency
SRDJA PRICA
Counselor of the State Secretary for Foreign Affairs
Beograd

Yugoslav Note

BEOGRAD, *April 11, 1966*

EXCELLENCY:

I have the honor to acknowledge the receipt of your note dated April 11, 1966, which reads as follows:

"I have the honor to refer to the Agricultural Commodities Agreement between the Government of the United States of America and the Government of the Socialist Federal Republic of Yugoslavia signed today, and to inform you of my Government's understanding of the following:

"In concurring that the delivery of agricultural commodities pursuant to the agreement should not displace usual marketings of the United States of America in these commodities or unduly disrupt world prices of agricultural commodities, the Government of the Socialist Federal Republic of Yugoslavia agrees: (a) that it will not permit the export of cotton or edible oils (including oil seeds in excess of 2,500 metric tons) of either indigenous or domestic origin during Calendar Year 1966 or any subsequent period during which the commodities purchased under the agreement are being imported and utilized; (b) that, in addition to any commodities required to be purchased to complete the satisfaction of the 1965 usual marketing requirements of other agricultural commodity agreements between our two Governments, it will procure and import with its own resources from normal suppliers during Calendar Year 1966 or any subsequent period during which the commodities purchased under the agreement

are being imported, not less than 267,000 bales of cotton, of which not less than 34,000 bales shall be from the United States of America and not less than 15,000 metric tons of edible vegetable oils and/or oil equivalent of oil seeds of which at least 5,000 metric tons shall be from the United States of America; and (c) that should Yugoslavia's exports of cotton textiles be increased during Calendar Year 1966 over Calendar Year 1964, it will procure and import with its own resources from the United States of America an additional quantity of cotton at least equal to the raw cotton content of the increase in its textile exports. Such imports will be in addition to those stated in paragraph (b) above.

"With regard to paragraph 3, Article III of the agreement, the Government of the Socialist Federal Republic of Yugoslavia agrees to furnish quarterly the following information in connection with each shipment of commodities received under the Agreement: the name of each vessel; the date of arrival; the port of arrival; the commodity and quantity received; the condition in which received; the date unloading was completed; and the disposition of the cargo, i.e., stored, distributed locally, or if shipped, where shipped. In addition, the Government of the Socialist Federal Republic of Yugoslavia agrees to furnish quarterly: (a) a statement of measures it has taken to prevent the resale or transshipment of commodities furnished, (b) assurances that the program will not result in increased availability of the same or like commodities to other nations, and (c) a statement by the Government of the Socialist Federal Republic of Yugoslavia showing progress made toward fulfilling commitments on usual marketings, accompanied by statistical data on imports by country of origin or destination of commodities which are the same or like those imported under the agreement.

"I shall appreciate receiving your confirmation that the foregoing also represents the understanding of the Socialist Federal Republic of Yugoslavia.

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

I have the honor to inform you of the concurrence of my Government in the foregoing.

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

SRDJA PRICA

Srdja Prica
Counselor of the State Secretary
for Foreign Affairs

His Excellency
C. BURKE ELBRICK
Ambassador of the
United States of America
Beograd

TIAS 6031

INDIA

Agricultural Commodities

Agreement amending the agreement of September 30, 1964, as amended.
Effected by exchange of notes
Signed at New Delhi May 27, 1966;
Entered into force May 27, 1966.
With related notes.

The American Ambassador to the Indian Joint Secretary, Department of Economic Affairs

NEW DELHI, *May 27, 1966*

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 India dated September 30, 1964, [1] as amended, [2] and to propose that the Agreement be further amended as follows:

1. Article I, Paragraph 1, change the commodity table to read as follows:

Commodity	Export Market Value (Millions)
Wheat/Wheat Flour	$754.77
Grain Sorghum	88.99
Corn	18.85
Vegetable Oil	28.83
Cotton (Upland)	88.40
Cotton (Extra Long Staple)	4.20
Tobacco	2.66
Inedible Tallow	9.90
Rice	42.20
Ocean Transportation (Estimated)	73.50
Total	$1,112.30

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[1] TIAS 5669; 15 UST 1941.

[2] TIAS 5729, 5793, 5846, 5875, 5895, 5913, 5965; 15 UST 2393; 16 UST 664, 1064, 1257, 1707, 1833; *ante*, p. 106; see also TIAS 6113, 6146; *post*, pp. 1564, 2057.

2. In Paragraph 3, Article I, change to read "The Government of the United States of America will finance costs of ocean transportation for commodities supplied under this Agreement pursuant to Amendments dated after January 1, 1965, only to the extent that such costs are higher than otherwise would be the case by reason of the requirement that approximately 50 percent by tonnage of such commodities be transported in United States flag vessels. The balance of the transportation cost for such commodities required to be carried in United States flag vessels shall be paid in dollars by the Government of India. Promptly after contracting for United States flag shipping space required to be used, and in any event not later than presentation of vessels for loading, the Government of India will open a letter of credit, in dollars, for the estimated cost of ocean transportation of such commodities carried in United States flag vessels."

3. In Paragraph A, Article II, substitute "16.2 percent" for "14.6 percent" and substitute "5.5 million" for "5.0 million."

4. In Paragraph B, Article II, delete "7.7 percent" and insert "6.9 percent."

5. In Paragraph C, Article II, delete "77.7 percent" and insert "76.9 percent."

6. The Government of India agrees that the rupees received by the Government of the United States of America under this amendment may be deposited in interest-bearing accounts in banks in India under arrangements mutually agreeable to the two Governments.

7. Article II, Subparagraph B (4), will not require the Government of the United States of America to make loans with funds accruing under this amendment at interest rates of less than cost of funds to the United States Treasury on comparable maturities.

8. In numbered Paragraph (3) of the United States note of September 30, 1964, delete "$15.976 million" and insert "$22.278 million" and delete "$4.175 million" and insert "$4.675 million."

This proposal is made on the understanding that in addition to purchases of commodities supplied under this agreement or required by it prior to this amendment, the Government of India will procure and import with its own resources on a commercial basis from the United States and countries friendly to the United States the following commodities during each of the fiscal years indicated. If deliveries of any commodity under the agreement extend into a period subsequent to the period specified for that commodity, the level of usual marketing requirements for such commodity will be determined at the time the request for extension of deliveries is made.

A. United States fiscal year 1967, at least 200,000 metric tons of wheat,

B. United States fiscal years 1966, 1967 and 1968, at least 350,000 bales of cotton, and

C. United States fiscal year 1966, at least the quantity of vegetable oil and oil equivalent of copra (oil value calculated at 92 percent of value of copra) having C.I.F. value equal to F.O.B. value of Indian exports of edible vegetable oil and oil equivalent of peanuts exported for crushing, excluding hand picked selected peanuts for direct human consumption (oil value calculated at 69 percent of value of peanuts).

It is further understood that:

A. India will not export domestic cotton other than Bengal Deshi, Dholleras, Kalyan, Oomras, Mathia and Moglai and other lower Jarilla, all of which varieties normally do not exceed staple lengths longer than $^{13}/_{16}$ inch, during the period in which cotton supplied under this agreement is being imported.

B. Should Indian exports of cotton textiles during any United States fiscal year that cotton is being imported under this agreement exceed the average level of such exports during United States fiscal years 1963, 1964 and 1965, the Government of India will procure and import with its own resources on a commercial basis from the United States an equivalent weight of raw cotton content of such excess exports of cotton textiles. These additional imports are to be over and above established usual marketings for raw cotton specified in the preceding paragraph.

Notwithstanding the provisions of Subparagraph B (6) and Subparagraph C of Article II of the Agreement, it is agreed that the additional Indian rupees which accrue to the Government of the United States of America as a result of this amendment for purposes of Section 104(e) and (g) of the Act [1] shall be available for such purposes for three years from the date of this amendment, after which the Government of the United States of America may use any such unused Indian rupees for any purpose authorized by Section 104 of the Act.

It is proposed that this note and your reply concurring therein shall constitute an agreement between our two Governments on this matter to enter into force on the date of your note in reply.

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

CHESTER BOWLES

His Excellency
A. T. BAMBAWALE,
Joint Secretary,
Department of Economic Affairs,
Ministry of Finance,
Government of India,
New Delhi

[1] 68 Stat. 456, 457; 7 U.S.C. § 1704(e), (g).

The Indian Joint Secretary, Department of Economic Affairs, to the American Ambassador

GOVERNMENT OF INDIA
MINISTRY OF FINANCE
Department of Economic Affairs,

Joint Secretary

NEW DELHI, *the 27th May, 1966.*

EXCELLENCY:

I have received your note dated 27th May, 1966 reading as follows:

"I have the honor to refer to the Agricultural Commodities Agreement between the Government of the United States of America and the Government of India dated September 30, 1964, as amended, and to propose that the Agreement be further amended as follows:

1. Article I, Paragraph 1, change the commodity table to read as follows:

Commodity	Export Market Value (Millions)
Wheat/Wheat Flour	$754.77
Grain Sorghum	88.99
Corn	18.85
Vegetable Oil	28.83
Cotton (Upland)	88.40
Cotton (Extra Long Staple)	4.20
Tobacco	2.66
Inedible Tallow	9.90
Rice	42.20
Ocean Transportation (Estimated)	73.50
Total	$1,112.30

2. In Paragraph 3, Article I, change to read "The Government of the United States of America will finance costs of ocean transportation for commodities supplied under this Agreement pursuant to Amendments dated after January 1, 1965, only to the extent that such costs are higher than otherwise would be the case by reason of the requirement that approximately 50 per cent by tonnage of such commodities be transported in United States flag vessels. The balance of the transportation cost for such commodities required to be carried in United States flag vessels shall be paid in dollars by the Government of India. Promptly after contracting for United States flag shipping space required to be used, and in any event not later than presentation of vessels for loading, the Government of India will open a letter of credit, in dollars, for the estimated cost of ocean transportation of such commodities carried in United States flag vessels."

3. In Paragraph A, Article II, substitute "16.2 per cent" for "14.6 per cent" and substitute "5.5 million" for "5.0 million."

4. In Paragraph B, Article II, delete "7.7 per cent" and insert "6.9 per cent".

5. In Paragraph C, Article II, delete "77.7 per cent" and insert "76.9 per cent."

6. The Government of India agrees that the rupees received by the Government of the United States of America under this amendment may be deposited in interest-bearing accounts in banks in India under arrangements mutually agreeable to the two Governments.

7. Article II, Subparagraph B (4), will not require the Government of the United States of America to make loans with funds accruing under this amendment at interest rates of less than cost of funds to the United States Treasury on comparable maturities.

8. In numbered Paragraph (3) of the United States note of September 30, 1964, delete "$15.976 million" and insert "$22.278 million" and delete "$4.175 million" and insert "$4.675 million."

This proposal is made on the understanding that in addition to purchases of commodities supplied under this agreement or required by it prior to this amendment, the Government of India will procure and import with its own resources on a commercial basis from the United States and countries friendly to the United States the following commodities during each of the fiscal years indicated. If deliveries of any commodity under the agreement extend into a period subsequent to the period specified for that commodity, the level of usual marketing requirements for such commodity will be determined at the time the request for extension of deliveries is made.

A. United States fiscal year 1967, at least 200,000 metric tons of wheat,

B. United States fiscal years 1966, 1967 and 1968, at least 350,000 bales of cotton, and

C. United States fiscal year 1966, at least the quantity of vegetable oil and oil equivalent of copra (oil value calculated at 92 per cent of value of copra) having C.I.F. value equal to F.O.B. value of Indian exports of edible vegetable oil and oil equivalent of peanuts exported for crushing, excluding hand picked selected peanuts for direct human consumption (oil value calculated at 69 per cent of value of peanuts).

It is further understood that:

A. India will not export domestic cotton other than Bengal Deshi, Dholleras, Kalyan, Oomras, Mathia and Moglai and other lower Jarilla, all of which varieties normally do not exceed staple lengths longer than $^{13}/_{16}$ inch, during the period in which cotton supplied under this agreement is being imported.

B. Should Indian exports of cotton textiles during any United States fiscal year that cotton is being imported under this agreement exceed the average level of such exports during

United States fiscal years 1963, 1964 and 1965, the Government of India will procure and import with its own resources on a commercial basis from the United States an equivalent weight of raw cotton content of such excess exports of cotton textiles. These additional imports are to be over and above established usual marketings for raw cotton specified in the preceding paragraph.

Notwithstanding the provisions of Subparagraph B (6) and Subparagraph C of Article II of the Agreement, it is agreed that the additional Indian rupees which accrue to the Government of the United States of America as a result of this amendment for purposes of Section 104(e) and (g) of the Act shall be available for such purposes for three years from the date of this amendment, after which the Government of the United States of America may use any such unused Indian rupees for any purpose authorized by Section 104 of the Act.

It is proposed that this note and your reply concurring therein shall constitute an agreement between our two Governments on this matter to enter into force on the date of your note in reply."

I have the honor to inform you that the foregoing amendment is acceptable to the Government of India. I agree that your note together with this reply shall constitute an agreement between our two Governments effective on the date of this reply.

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

A T BAMBAWALE

(A. T. Bambawale)
Joint Secretary to the Government of India

His Excellency CHESTER BOWLES,
Ambassador of the United States of America,
New Delhi.

The American Ambassador to the Indian Joint Secretary, Department of Economic Affairs

NEW DELHI, *May 27, 1966*

EXCELLENCY:

I have the honor to refer to the note signed today to amend the Agricultural Commodities Agreement of September 30, 1964, between our two Governments and to inform you of my Government's understanding of the following:

Any cotton textile exports to countries unfriendly to the United States during United States fiscal year 1966 in excess of the average level of such exports during United States fiscal years 1963, 1964 and 1965 must be offset by dollar purchases from the United States of equivalent weight of raw cotton content of such excess exports of cotton textiles. Purchases to satisfy this requirement would be over and above any established usual marketing for raw cotton but could be counted as purchases required by the second Subparagraph (B) of Paragraph 8 of the note referred to above. Extent of continuation of the requirement of this note for any subsequent period during which cotton is being imported under this agreement will be determined after consultation between our two Governments at the time it appears such excess exports are likely to occur.

I shall appreciate receiving your Excellency's confirmation of the above understanding.

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

CHESTER BOWLES

His Excellency
A. T. BAMBAWALE,
Joint Secretary,
Department of Economic Affairs,
Ministry of Finance,
Government of India,
New Delhi

The Indian Joint Secretary, Department of Economic Affairs, to the American Ambassador

GOVERNMENT OF INDIA
MINISTRY OF FINANCE
Department of Economic Affairs,

Joint Secretary

NEW DELHI, *the 27th May, 1966.*

EXCELLENCY:

I have received your note dated 27th May, 1966 reading as follows:

"I have the honor to refer to the note signed today to amend the Agricultural Commodities Agreement of September 30, 1964, between our two Governments and to inform you of my Government's understanding of the following:

Any cotton textile exports to countries unfriendly to the United States during United States fiscal year 1966 in excess of the average level of such exports during United States fiscal years 1963, 1964 and 1965 must be offset by dollar purchases from the United States of equivalent weight of raw cotton content of such excess exports of cotton textiles. Purchases to satisfy this requirement would be over and above any established usual marketing for raw cotton but could be counted as purchases required by the second subparagraph (B) of Paragraph 8 of the note referred to above. Extent of continuation of the requirement of this note for any subsequent period during which cotton is being imported under this agreement will be determined after consultation between our two Governments at the time it appears such excess exports are likely to occur.

I shall appreciate receiving your Excellency's confirmation of the above understanding."

I have the honor to confirm the above understanding.

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

A T BAMBAWALE

(A. T. Bambawale)
Joint Secretary to the Government of India

His Excellency CHESTER BOWLES,
Ambassador of the United States of America,
New Delhi.

INDONESIA

Agricultural Commodities: Sales Under Title IV

Agreement amending the agreement of April 18, 1966.
Effected by exchange of notes
Signed at Djakarta June 6, 1966;
Entered into force June 6, 1966.

The American Ambassador to the Indonesian Minister for Foreign Affairs

EMBASSY OF THE
UNITED STATES OF AMERICA
Djakarta, June 6, 1966.

No. 683

EXCELLENCY:

I have the honor to refer to the Agricultural Commodities Agreement under Title IV between our two Governments signed April 18, 1966 [1] and to propose the Commodity Table in Article I, paragraph one, of the Agreement be amended as follows:

1. Change the supply period from U.S. fiscal year 1966 to July 15, 1966.
2. Change the export market value of the rice from $6,834,000 to $7,634,000 and the total value of the agreement from $8,198,000 to $8,998,000.

It is proposed that this note and your reply concurring therein will constitute agreement between our two Governments to enter into force on the date of your note in reply.

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

MARSHALL GREEN

His Excellency
ADAM MALIK,
Minister for Foreign Affairs,
Djakarta.

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[1] TIAS 6016; *ante*, p. 669.

The Indonesian Minister for Foreign Affairs to the American Ambassador

MINISTER FOR FOREIGN AFFAIRS
REPUBLIC OF INDONESIA

No. 0307/01/66.– DJAKARTA, *June 6, 1966.–*

EXCELLENCY:

I have the honor to acknowledge the receipt of your Note No. 683 of June 6, 1966 which reads as follows:

"I have the honor to refer to the Agricultural Commodities Agreement under Title IV between our two Governments signed April 18, 1966 and to propose the Commodity Table in Article I, paragraph one, of that agreement be amended as follows:

(1) Change the supply period from U.S. fiscal year 1966 to July 15, 1966.

(2) Change the export market value of the rice from $6,834,000 to $7,634,000 and the total value of the agreement from $8,198,000 to $8,998,000.

"It is proposed that this note and your reply concurring therein will constitute agreement between our two Governments to enter into force on the date of your note in reply".

I have the honor to concur in the amendment proposed in the foregoing text of your Note No. 683.

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

For the Government of the
Republic of Indonesia,

ADAM MALIK

Adam Malik
Minister for Foreign Affairs

His Excellency
MARSHALL GREEN
Ambassador Extraordinary and Plenipotentiary
Embassy of the United States of America
Djakarta.–

BURMA

Agricultural Commodities: Use of Title I Funds for School and Hospital Construction Program

Agreement signed at Rangoon June 1, 1966;
Entered into force June 1, 1966.

AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF THE UNION OF BURMA ON THE USE OF UNITED STATES GOVERNMENT-OWNED BURMESE KYATS ACCRUED UNDER TITLE I OF THE AGRICULTURAL TRADE DEVELOPMENT AND ASSISTANCE ACT OF 1954, AS AMENDED

The Government of the United States of America and the Government of the Union of Burma:

Recognizing that substantial amounts of Burmese Kyats owned by the United States of America have accrued under the Agricultural Commodity Agreements of February 8, 1956, as amended, [1] May 27, 1958, as amended, [2] and November 9, 1962; [3]

Considering that the intention of both countries in said Agreements was that said Burmese kyats would be used in a manner beneficial to both countries;

Considering that the Government of the Union of Burma has expressed a desire to effect a fiscally sound disposition of said Burmese kyats;

Considering that the Government of the United States of America is agreeable to the proposals by the Government of the Union of Burma for such a fiscally sound mutually beneficial agreement; and

Desiring to set forth understandings which will govern the disposition of specific amounts of such Burmese kyats;

Have agreed as follows:

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[1] TIAS 3498, 3628, 3707, 3846; 7 UST 219, 2391, 3267; 8 UST 863.

[2] TIAS 4036, 4229, 4587, 4758; 9 UST 576; 10 UST 957; 11 UST 2184; 12 UST 616.

[3] TIAS 5198; 13 UST 2299.

ARTICLE I

The Government of the United States of America, subject to the terms of this Agreement, will grant to the Government of the Union of Burma 57,650,720.14 Burmese kyats and will loan to the Government of the Union of Burma the Burmese kyat equivalent of 5,188,570.00 United States dollars calculated at the rate of 4.7619 kyats equal $1.00 which is the rate officially fixed by the Government of the Union of Burma and reported to the International Monetary Fund.

ARTICLE II

The Government of the Union of Burma agrees to use the Burmese kyats granted or loaned under this Agreement solely to assist in the financing of the local costs of the school and hospital construction program as set forth in the economic development budget of the Government of the Union of Burma.

ARTICLE III

The Government of the Union of Burma will repay in United States dollars to the Government of the United States of America, in a first instalment of 172,952.33 United States dollars one year from the date of signing the Agreement and in 58 approximately equal semi-annual payments in accordance with the Schedule of Payments set forth below, the principal sum of $5,188,570.00 *plus* interest at the rate of 3 per cent on the unrepaid principal, such interest to accrue from the date of disbursement of the loan:

Due Date of Payment	*Interest Payment*	*Principal Payment*	*Total Payment*
1 June 1967	155,657·10	172,952·33	328,609·43
1 December 1967	75,234·27	86,476·17	161,710.44
1 June 1968	73,937·12	86,476·17	160,413·29
1 December 1968	72,639·98	86,476·17	159,116·15
1 June 1969	71,342·84	86,476·17	157,819·01
1 December 1969	70,045·69	86,476·17	156,521·86
1 June 1970	68,748·55	86,476·17	155,224·72
1 December 1970	67,451·41	86,476·17	153,927·58
1 June 1971	66,154·27	86,476·17	152,630·44
1 December 1971	64,857·12	86,476·17	151,333·29
1 June 1972	63,559·98	86,476·17	150,036·15
1 December 1972	62,262·84	86,476·17	148,739·01
1 June 1973	60,965·70	86,476·17	147,441·87
1 December 1973	59,668·55	86,476·17	146,144·72
1 June 1974	58,371·41	86,476·17	144,847·58
1 December 1974	57,074·27	86,476·17	143,550·44
1 June 1975	55,777·13	86,476·17	142,253·30
1 December 1975	54,479·98	86,476·17	140,956·15
1 June 1976	53,182·84	86,476·17	139,659·01
1 December 1976	51,885·70	86,476·17	138,361·87

Due Date of Payment	*Interest Payment*	*Principal Payment*	*Total Payment*
1 June 1977	50,588·56	86,476·17	137,064·73
1 December 1977	49,291·41	86,476·17	135,767·58
1 June 1978	47,994·27	86,476·17	134,470·44
1 December 1978	46,697·13	86,476·17	133,173·30
1 June 1979	45,399·99	86,476·17	131,876·16
1 December 1979	44,102·84	86,476·17	130,579·01
1 June 1980	42,805·70	86,476·17	129,281·87
1 December 1980	41,508·56	86,476·17	127,984·73
1 June 1981	40,211·42	86,476·17	126,687·59
1 December 1981	38,914·27	86,476·17	125,390·44
1 June 1982	37,617·13	86,476·17	124,093·30
1 December 1982	36,319·99	86,476·17	122,796·16
1 June 1983	35,022·85	86,476·17	121,499·02
1 December 1983	33,725·70	86,476·17	120,201·87
1 June 1984	32,428·56	86,476·17	118,904·73
1 December 1984	31,131·42	86,476·17	117,607·59
1 June 1985	29,834·28	86,476·17	116,310·45
1 December 1985	28,537·13	86,476·17	115,013·30
1 June 1986	27,239·99	86,476·17	113,716·16
1 December 1986	25,942·85	86,476·17	112,419·02
1 June 1987	24,645·71	86,476·17	111,121·88
1 December 1987	23,348·56	86,476·17	109,824·73
1 June 1988	22,051·42	86,476·17	108,527·59
1 December 1988	20,754·28	86,476·17	107,230·45
1 June 1989	19,457·14	86,476·17	105,933·31
1 December 1989	18,159·99	86,476·17	104,636·16
1 June 1990	16,862·85	86,476·17	103,339·02
1 December 1990	15,565·71	86,476·17	102,041·88
1 June 1991	14,268·57	86,476·17	100,744·74
1 December 1991	12,971·42	86,476·17	99,447·59
1 June 1992	11,674·28	86,476·17	98,150·45
1 December 1992	10,377·14	86,476·17	96,853·31
1 June 1993	9,080·00	86,476·17	95,556·17
1 December 1993	7,782·85	86,476·17	94,259·02
1 June 1994	6,485·71	86,476·17	92,961·88
1 December 1994	5,188·57	86,476·17	91,664·74
1 June 1995	3,891·42	86,476·17	90,367·59
1 December 1995	2,594·28	86,476·17	89,070·45
1 June 1996	1,297·14	86,475·98	87,773·12
TOTAL	2,375,067·84	5,188,570·00	7,563,637·84

ARTICLE IV

The Government of the Union of Burma agrees that in the event it fails to make full payment of any principal or interest when due hereunder the entire unpaid balance of the loan and accrued interest

thereon shall become immediately due and payable upon demand of the Government of the United States of America.

ARTICLE V

The full amount of the grant and the loan hereunder will be disbursed by negotiable instrument payable to the Government of the Union of Burma within seven days after the effective date of this Agreement.

ARTICLE VI

The Government of the Union of Burma will cooperate with the Government of the United States of America and its representatives by providing information about the school and hospital construction program financed, in whole or in part, with Burmese kyats granted or loaned under this Agreement.

ARTICLE VII

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 activities financed pursuant to this Agreement.

ARTICLE VIII

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 Rangoon this First day of June 1966.

DONALD L. RANARD	U KYAW NYUN
Charge d'Affaires ad interim	*Secretary of Finance and Revenue*
For the Government of the United States of America.	For the Government of the Union of Burma.
[SEAL]	[SEAL]

CANADA

Leased Bases in Newfoundland: Ferry Service

Agreement effected by exchange of notes
Signed at Washington June 6 and 10, 1966;
Entered into force June 10, 1966.

The Ambassador of Canada to the Secretary of State

CANADIAN EMBASSY
AMBASSADE DU CANADA

SIR,

I have the honour to refer to the Agreement between the Government of the United Kingdom and the Government of the United States of America relating to the Bases leased to the United States of America, signed at London on March 27, 1941,[1] and to the Agreement of August 13th and October 23rd, 1947 between His Majesty's Government in the United Kingdom and the United States Government relating to the United States Leased Bases at Argentia, Newfoundland;[2] both of which became applicable to Canada on April 1, 1949; and to the discussions which have taken place between representatives of our two Governments concerning the intention of the Canadian Government to establish a ferry operation between North Sydney, Nova Scotia and Argentia, Newfoundland, and to construct an access road to the ferry terminus at Argentia, Newfoundland. As a result of these discussions it is my understanding that the Government of the United States is prepared to make available, under specified restrictions, certain lands at present forming a part of the United States Naval Base at Argentia, Newfoundland, for use both as additions to the present terminus area and as the site of an access road across the Base area to the terminus.

Subject to the provisions and terms of the Annex attached hereto I now propose that our two Governments enter into an agreement on this subject, under which the United States will permit Canada to make use as required of specified lands in the United States Naval Base Area at Argentia, Newfoundland. The Government of Canada

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[1] EAS 235, TIAS 2105; 55 Stat. 1560; 1 UST 585.
[2] TIAS 1809; 61 Stat. (pt. 4) 4065.

undertakes to hold the Government of the United States harmless with respect to any claims resulting from such use of the land.

This agreement shall be subject to the terms of the agreements concerning Leased Bases in Newfoundland and, except as expressly provided herein, nothing in this agreement shall be construed as derogating from the terms thereof.

This agreement shall remain in force until terminated by either one of the following means:

(i) By the Government of Canada giving one year's written notice to the Government of the United States of its intention to terminate; or

(ii) By the Government of the United States informing the Government of Canada that in its opinion an emergency situation has arisen so affecting the defence and security requirements of the United States Naval Base Area that it is deemed necessary either to terminate this agreement immediately or to restrict access to the lands affected by it to such an extent and for such periods as it considers necessary by reason of the aforesaid emergency situation.

If the foregoing is acceptable to the Government of the United States I have the further honour to propose that this Note, together with the Annex attached hereto, and your Note in reply to that effect, shall constitute an agreement between our two Governments on this matter, which shall enter into force on the day of your Excellency's reply.

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

[SEAL] C. S. A. RITCHIE

WASHINGTON, D.C.,
June 6, 1966.

The Honorable
DEAN RUSK,
Secretary of State,
Washington, D.C.

NEW FERRY TERMINAL DEVELOPMENT
ARGENTIA – NEWFOUNDLAND

The Government of Canada is introducing a new East Coast Ferry Service to operate between Nova Scotia and Newfoundland. The site of the Newfoundland terminus is Argentia. Argentia presently consists of a small area of land owned by the Canadian National Railways and used primarily as a freight depot. It is surrounded by land which is leased by the Government of the United States of America and which is presently being used as a Naval Base, known as the United States Naval Station, Argentia, Newfoundland.

The following description and attached documents describe what the Government of Canada proposes to do and include the various metes and bounds survey documents describing the rights-of-way, easements and properties which will have to be acquired from the United States Government.[1]

GENERAL

Generally the proposal involves the construction of a ferry access road through the United States Naval Station, the acquisition of additional lands at the terminal site, the development of the terminal area and the construction of docking facilities for the new ferry.

ACCESS ROAD

The access road will consist of the reconstruction of a section of the existing road to Freshwater and reconstruction of Provincial Route No. 6 from the west end of the existing pavement at Dunville to the vicinity of the present gate house. Here a traffic intersection will be constructed to facilitate the merging and dispersion of traffic entering and leaving the Naval Base, together with traffic going to or coming from the ferry terminal. A traffic light will be provided at the intersection which will be manually controlled from the Naval Station gate house.

From the intersection traffic will proceed along two separate roads:

A. The Naval Station road which will consist partly of portions of the existing road and partly of sections of new road. The existing and the new will be joined together to form a continuous thoroughfare through the Naval Station.

[1] The large-scale plans (4) and diagrams (4), with location map and chart insets, received with the respective description documents are not reproduced in this print. They are deposited in the archives of the Department of State where they are available for reference.

B. The new ferry access road will be a separate road fenced on both sides and will be used solely for conveying traffic to and from the terminal area. An overpass will be constructed at Cooper Drive thus permitting an unrestricted flow of traffic for naval vehicles proceeding along Cooper Drive. In addition a gravel surface frontage road will be constructed connecting Cooper Drive with the road leading to the sanitary disposal area. Near Washington Circle the ferry access road will intersect the Navy road at a level crossing. It is proposed that the United States security guard presently stationed outside the existing Canadian National Railways' property be moved to this intersection and that a traffic light be installed which can be manually controlled by the guard. At this intersection traffic will not be permitted to enter or leave the ferry access road. In addition a gravel surface road will be constructed from Washington Circle to the Ship Repair Building No. 305, to provide access for Navy vehicles. Building No. 327, which is no longer in use will be demolished to permit construction of this gravel road.

BUILDINGS

The existing gate house will be demolished and a new building will be provided. The new building will be at least equivalent to the existing building and will comply with the requirements of the United States Government.

Buildings No. 679M, 680M and 681M will be demolished and equivalent facilities will be provided at locations to be selected by the Naval Station. This work up to a cost not to exceed $75,000 will be done by the Government of Canada.

FENCES

The ferry access road will be fenced on both sides from the gate house to the terminal area, with the exception of the level intersection near Washington Circle. The fence will be a security type with a height of eight (8) feet and will be provided with gates at the two locations shown on the attached plans. In the area of the Monopole Antenna near Cooper Drive the fence will be fabricated from a non-conductive material.

SERVICES

At all locations where construction of new road interferes with existing services, such as communications, power, fresh and salt water lines, sewer and steam lines, etc., these services will be reloacted to the satisfaction of the United States authorities.

COMPOUND

It is proposed that the existing Canadian National Railways' property be enlarged to include various pieces of property denoted and described on the enclosed documents as areas Nos. 1, 2, 3 and 4. This will provide additional space for the parking of motor vehicles, a new terminal building, car wash facilities, etc. The whole of the compound area will be surrounded by an eight (8) foot high security fence which will contain gates to permit the passage of fire and other emergency vehicles. It is proposed that domestic water supply for the new terminal be purchased from the United States Government.

The Right of Way herein referred to is wholly within the boundaries of land transferred to the United States Government by the American Bases (Supplementary Leases) Act No. 15 of 1948 and is a near continuous strip of land of varying widths on each side of the centre-line. The description of the Right of Way follows the centre-line of the road (except between chainage 140+95.7 and chainage 150+26.03 which section is more particularly described hereunder and colored green on the accompanying plan) and the said Right of Way is of varying widths described as being to the left and to the right of the centre-line or centre-line produced in the direction of increasing chainage.

Beginning at a point being chainage 9+37.02 the said point being the intersection of the centre-line of the existing Argentia road with the United States Boundary, the said point being distant 257.2 feet on a bearing of North three degrees fifty-two minutes twenty-eight decimal fifty-eight seconds East from Monument A–5 of the said United States Boundary; thence along a circular curve of two degrees to the left sixty-one feet the Right of Way being fifty feet to the left and fifty feet to the right; thence South sixty-five degrees West one thousand thirty-four feet and thirty-one hundredths of a foot the right of way being fifty feet to the left and fifty feet to the right; thence along a circular curve of four degrees to the right one thousand four hundred twenty-six feet and ninety-eight hundredths of a foot the Right of Way being fifty feet to the left and fifty feet to the right; thence North fifty-seven degrees fifty-five minutes fifteen seconds West two thousand one hundred ninety-one feet and twenty-five hundredths of a foot the Right of Way being fifty feet to the left and fifty feet to the right; thence along a circular curve of four degrees to the left five hundred thirty-three feet and sixty-five hundredths of a foot the

Right of Way being fifty feet to the left and fifty feet to the right; thence North seventy-five degrees sixteen minutes West five hundred forty-seven feet and one tenth of a foot the Right of Way being fifty feet to the left and fifty feet to the right; thence along a circular curve of four degrees to the left five hundred seventy-five feet the Right of Way being fifty feet to the left and fifty feet to the right; thence South seventy-seven degrees forty-four minutes West three hundred ninety-three feet and sixty-nine hundredths of a foot the Right of Way being fifty feet to the left and fifty feet to the right; thence continuing along South seventy-seven degrees forty-four minutes West three hundred feet the Right of Way being thirty-three feet to the left and fifty feet to the right; thence continuing along South seventy-seven degrees forty-four minutes West one hundred twenty-eight feet and seven hundredths of a foot the Right of Way being fifty feet to the left and fifty feet to the right; thence along a circular curve of four degrees to the right six hundred fifty-three feet and sixty-five hundredths of a foot the Right of Way being fifty feet to the left and fifty feet to the right; thence North seventy-six degrees seven minutes fifteen seconds West one thousand one hundred forty-six feet and eighty-five hundredths of a foot the Right of Way being fifty feet to the left and fifty feet to the right; thence along a circular curve of four degrees to the right five hundred seventy-one feet and forty-three hundredths of a foot the Right of Way being one hundred eight feet to the left and fifty feet to the right; thence continuing along the circular curve of four degrees to the right six hundred three feet and forty-seven hundredths of a foot the Right of Way being one hundred eight feet to the left; thence North twenty-nine degrees seven minutes forty-five seconds West three hundred seventy-nine feet and forty-two hundredths of a foot the Right of Way being one hundred eight feet to the left; thence along a circular curve of three degrees to the left one thousand two hundred forty-six feet and seven tenths of a foot the Right of Way being one hundred eight feet to the left; thence North sixty-six degrees thirty-one minutes forty-five seconds West one thousand three hundred sixty-six feet and eleven hundredths of a foot to chainage station 140+95.7 the Right of Way being one hundred eight feet to the left; then continuing from E.C. 150+26.03 North twenty-six degrees fifty-seven minutes forty-five seconds West one hundred twenty-three feet and ninety-seven hundredths of a foot the Right of Way being seventy-five feet to the left and fifty feet to the right; thence continuing along North twenty-six degrees fifty-seven minutes forty-five seconds West seven hundred eighty-six feet and forty-two hundredths of a foot the Right of Way being thirty-three

feet to the left and fifty feet to the right; thence along a circular curve of four degrees to the right two hundred sixty-five feet and seventy-one hundredths of a foot the Right of Way being thirty-three feet to the left and fifty feet to the right; thence continuing along the circular curve of four degrees to the right seven hundred seventy-six feet and twenty-three hundredths of a foot the Right of Way being fifty feet to the left and fifty feet to the right; thence North fourteen degrees forty-two minutes fifty-five seconds East fifty-four feet and four tenths of a foot to chainage station 170+30.63 excepting nevertheless from the above described Right of Way the Canadian National Railways Right of Ways as being more particularly shown on the accompanying plan colored blue. AND also all that area described as follows and colored green on the accompanying plan; Beginning at a point in the centre-line of the above described Right of Way, said point being chainage 140+95.7; thence along a circular curve of four degrees twenty-one minutes thirty-six seconds to the right nine hundred seven feet and forty-eight hundredths of a foot to a point; thence South sixty-three degrees two minutes fifteen seconds West one hundred twenty-five feet; thence turning and running along a circular curve of four degrees forty-one minutes thirty seconds to the left eight hundred forty-three feet and thirty-four hundredths of a foot; thence South twenty-three degrees twenty-eight minutes fifteen seconds West thirty-three feet; thence South sixty-six degrees thirty-one minutes forty-five seconds East one hundred thirty-nine feet; thence North twenty-three degrees twenty-eight minutes fifteen seconds East one hundred eight feet, more or less, to the point of beginning. All bearings are referred to the True Meridian.

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Plan B.

All that other Area of land designated on the accompanying plan as Plan B which said piece or parcel of land is more particularly described as follows;

Beginning at a point in the southerly limit of the Highway Right of Way before described, said point being chainage 83+50; thence running South fifty degrees West three hundred eighty feet; thence South eight degrees eleven minutes forty-five seconds West one hundred thirty-four decimal eighty-six feet; thence along a circular curve of three degrees fifty-two minutes to the right three hundred eighty-one decimal four feet; thence South twenty-two degrees fifty-six minutes forty-five seconds West five hundred ninety-one decimal thirty-five feet; thence along a circular curve of six degrees twenty minutes to the left four hundred eighty-three decimal sixty-eight feet; thence South seven degrees forty-one minutes fifteen seconds East two hundred eighty decimal fifty-six feet, more or less, to the United States Boundary; thence South eighty-five degrees forty-one minutes twenty-eight decimal seventy-two seconds West one hundred decimal zero six feet; thence turning and running North seven degrees forty-one minutes fifteen seconds West two hundred seventy-four decimal fifty-six feet; thence along a circular curve of five degrees forty-two minutes to the right five hundred thirty-seven decimal forty-two feet; thence North twenty-two degrees fifty-six minutes forty-five seconds East five hundred ninety-one decimal thirty-five feet; thence along a circular curve of four degrees eight minutes forty seconds to the left three hundred fifty-five decimal eight feet; thence North eight degrees eleven minutes forty-five seconds East one hundred thirty-four decimal eighty-six feet; thence North thirty-six degrees West three hundred eighty feet, more or less, to the aforesaid southerly limit of the Highway; thence turning and running along said southerly limit South seventy-six degrees seven minutes fifteen seconds East one hundred sixty-eight decimal twenty-eight feet; thence along a circular curve of three degrees fifty-two minutes to the left four hundred forty-six decimal seventy-nine feet, more or less, to the point of beginning. AND being more particularly described and delineated on the accompanying plan colored yellow. All bearings are referred to the True Meridian.

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GEO. B. WAY
NEWFOUNDLAND
LAND
SURVEYOR
PROVINCE OF NEWFOUNDLAND

DESCRIPTION OF LAND REQUIRED BY THE DEPARTMENT OF PUBLIC WORKS OF CANADA FOR ACCESS ROAD AT ARGENTIA, NEWFOUNDLAND.

DESCRIPTION

ALL AND SINGULAR:-

That certain piece or parcel of land colored red on the accompanying plan situate and lying at the United States Naval Base at Argentia, in the Province of Newfoundland, Canada, and being more particularly described as follows:-

Commencing at a point in the centre-line of the proposed Argentia Ferry Access Road at Station 171+09·23, the said point having co-ordinates of N. 10,344 and E. 4,015 as referred to the United States Naval Base Co-ordinates; thence running north seventy-five degrees seventeen minutes zero five seconds west fifty (50) feet; thence turning and running by land of the aforesaid United States Naval Base north fourteen degrees forty-two minutes fifty-five seconds east one thousand four hundred ninety-nine decimal two seven (1,499·27) feet and south seventy-five degrees seventeen minutes zero five seconds east twenty-seven (27) feet and north fourteen degrees forty-two minutes fifty-five seconds east six hundred ninety-four (694) feet and north twelve degrees twenty minutes east one hundred twelve (112) feet; thence by land of the Canadian Government Railways north sixteen degrees twenty-nine minutes east one hundred fifty (150) feet and north thirty-eight degrees forty-eight minutes east one hundred sixty-one (161) feet; thence turning and running by land of the United States Naval Base, aforementioned, south seventeen degrees twenty-eight minutes west four hundred ten (410) feet and south fourteen degrees forty-two minutes fifty-five seconds west eight hundred seventy-seven decimal six (877·6) feet and south seventy-five degrees seventeen minutes zero five seconds east twenty-seven (27) feet and south fourteen degrees forty-two minutes fifty-five seconds west one thousand three hundred fifteen decimal six seven (1,315·67) feet; thence north seventy-five degrees seventeen minutes zero five seconds west fifty (50) feet, more or less, to the point of commencement. Excepting nevertheless out of the above described area the Canadian Government Railways Right of Way fifty (50) feet wide colored yellow, and the Placentia Pike on the United States Naval Base one hundred (100) feet wide colored green on the accompanying plan. The said area containing twelve (12) acres, more or less. All bearings are referred to the Astronomic Meridian.

DESCRIPTION OF LAND REQUIRED BY THE DEPARTMENT OF PUBLIC WORKS OF CANADA AT ARGENTIA, NEWFOUNDLAND. (AREA NO. 1.)

ALL AND SINGULAR:

That certain piece or parcel of land situate and lying at the United States Naval Base at Argentia, in the Province of Newfoundland, Canada, and being more particularly described as follows:–

Commencing at a point in the western limit of the Canadian Government Railways Right of Way, the said point being distant one hundred fifty-one (151) feet measured on a bearing of north sixty-eight degrees thirty minutes west from the northwesternmost corner of the United States Naval Building No. 305; thence running by land of the aforesaid United States Naval Base north twenty-one degrees west sixty (60) feet; thence north twenty-five degrees seventeen minutes west three hundred six (306) feet; thence by the arc of a curve to the right in a general northerly direction one hundred fifty-three (153) feet, more or less, to the aforesaid western limit of the Canadian Government Railways Right of Way; thence turning and running by the arc of a curve to the right along the western limit of said Right of Way in a general southerly direction five hundred forty-four (544) feet, more or less, to the point of commencement. AND being more particularly described and delineated on the diagram hereunto annexed marked Area No. 1 and colored red and containing an area of zero acre three roods nineteen perches, more or less. All bearings are referred to the Astronomic Meridian.

WHITMAN, BENN AND ASSOCIATES
CONSULTING ENGINEERS HALIFAX N.S.

CERTIFIED A CORRECT COPY OF PLAN AND DESCRIPTION SIGNED BY AN ENGINEER OF THE DEPARTMENT OF PUBLIC WORKS OF CANADA AND DEPOSITED OF RECORD IN ACCORDANCE WITH THE PROVISIONS WITH THE EXPROPRIATION ACT IN THE REGISTRY OFFICE OF THE PROVINCE OF NEWFOUNDLAND (IN WHICH PROVINCE THE LAND THEREIN SHOWN AND DESCRIBED IS SITUATED)

ON THE DAY OF 196

REGISTRAR OF DEEDS

PROVINCE OF NEWFOUNDLAND.

SECRETARY OF THE DEPARTMENT OF PUBLIC WORKS OF CANADA

GEO. G. WAY
NEWFOUNDLAND LAND SURVEYOR
PROVINCE OF NEWFOUNDLAND

I CERTIFY THIS PLAN AND DESCRIPTION NO. ___ EACH TRULY REPRESENTS THE PROPERTY REQUIRED BY THE DEPARTMENT

AT ___ ___ ___ ___ ___

FOR ___ ___ ___

DATE DIST. OFFICER.

DESCRIPTION OF LAND REQUIRED BY THE DEPARTMENT OF PUBLIC WORKS OF CANADA AT ARGENTIA, NEWFOUNDLAND. (AREA NO. 2)

ALL AND SINGULAR:

That certain piece or parcel of land situate and lying at the United States Naval Base, at Argentia, in the Province of Newfoundland, Canada, and being more particularly described as follows:–

Commencing at a point in the western limit of the Canadian Government Railways Right of Way, said point having co-ordinates of N. 13758.51 and E. 4943.94 as referred to the United States Base Co-ordinates; thence running by land of the Canadian Government Railways north seventy-one degrees fourteen minutes west one hundred three (103) feet; thence turning and running by land of the United States Naval Base, aforesaid, south twenty-nine degrees west one hundred seventy-three (173) feet and north seventy-six degrees west two hundred (200) feet and south fifteen degrees eight minutes west two hundred sixty-nine (269) feet, more or less, to the aforesaid limit of the Canadian Government Railways Right of Way; thence turning and running by the arc of a curve to the left along the aforesaid western limit in a general northeasterly direction six hundred thirty-three (633) feet, more or less, to the point of commencement. AND being more particularly described and delineated on the diagram hereunto annexed marked Area No. 2 and colored red, containing an area of two acres, more or less. All bearings are referred to the Astronomic Meridian.

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WHITMAN, BENN AND ASSOCIATES
CONSULTING ENGINEERS HALIFAX N.S.

CERTIFIED A CORRECT COPY OF PLAN AND DESCRIPTION SIGNED BY AN ENGINEER OF THE DEPARTMENT OF PUBLIC WORKS OF CANADA AND DEPOSITED OF RECORD IN ACCORDANCE WITH THE PROVISIONS WITH THE EXPROPRIATION ACT IN THE REGISTRY OFFICE OF THE PROVINCE OF NEWFOUNDLAND (IN WHICH PROVINCE THE LAND THEREIN SHOWN AND DESCRIBED IS SITUATED)

ON THE DAY OF 196

REGISTRAR OF DEEDS

PROVINCE OF NEWFOUNDLAND.

SECRETARY OF THE DEPARTMENT OF PUBLIC WORKS OF CANADA

GEO. G. WAY
NEWFOUNDLAND LAND SURVEYOR
PROVINCE OF NEWFOUNDLAND
26-1965

I CERTIFY THIS PLAN AND DESCRIPTION NO. _ _ _ EACH TRULY REPRESENTS THE PROPERTY REQUIRED BY THE DEPARTMENT

AT _____

FOR _____

DATE DIST. OFFICER.

DESCRIPTION OF LAND REQUIRED BY THE DEPARTMENT OF PUBLIC WORKS OF CANADA AT ARGENTIA, NEWFOUNDLAND. (AREA NO. 3)

ALL AND SINGULAR:

That certain piece or parcel of land situate and lying at the United States Naval Base at Argentia, in the Province of Newfoundland, Canada, and being more particularly described as follows:–

Commencing at a point in the northeastern boundary of land of the Canadian Government Railways, said point being distant sixty-nine (69) feet measured on a bearing of north twenty-four degrees forty-five minutes west from the northwesternmost corner of the Canadian Government Railways Freight Shed; thence running by said land of the Canadian Government Railways north forty-eight degrees forty-five minutes west fifty (50) feet and south forty-eight degrees twenty minutes west eight (8) feet and north forty-one degrees forty minutes west three hundred four decimal five (304.5) feet and north nineteen degrees fifty-five minutes east one hundred fifty-two (152) feet; thence turning and running by land of the United States Naval Base north twenty-four degrees fifteen minutes east eight (8) feet and south sixty-five degrees forty-five minutes east one hundred fifty (150) feet; thence south twenty-five degrees fifteen minutes west one hundred twelve (112) feet and south sixty-eight degrees west ten (10) feet and south zero degrees forty-five minutes west thirty (30) feet and south sixty-three degrees forty-five minutes east thirteen (13) feet and north seventy-seven degrees five minutes east thirteen (13) feet and south thirty-two degrees fifty-eight minutes east one hundred fifty (150) feet; thence south four degrees twenty-five minutes east eighty (80) feet, more or less, to the point of commencement. AND being more particularly described and delineated on the diagram hereunto annexed marked Area No. 3 and colored red, containing an area of three roods twenty-eight perches, more or less. All bearings are referred to the Astronomic Meridian.

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WHITMAN, BENN AND ASSOCIATES
CONSULTING ENGINEERS HALIFAX N.S.

CERTIFIED A CORRECT COPY OF PLAN AND DESCRIPTION SIGNED BY AN ENGINEER OF THE DEPARTMENT OF PUBLIC WORKS OF CANADA AND DEPOSITED OF RECORD IN ACCORDANCE WITH THE PROVISIONS WITH THE EXPROPRIATION ACT IN THE REGISTRY OFFICE OF THE PROVINCE OF NEWFOUNDLAND (IN WHICH PROVINCE THE LAND THEREIN SHOWN AND DESCRIBED IS SITUATED)

ON THE DAY OF 196

REGISTRAR OF DEEDS
PROVINCE OF NEWFOUNDLAND.

SECRETARY OF THE DEPARTMENT OF PUBLIC WORKS OF CANADA

GEO. G. WAY NEWFOUNDLAND LAND SURVEYOR PROVINCE OF NEWFOUNDLAND 26-1965

I CERTIFY THIS PLAN AND DESCRIPTION NO. EACH TRULY REPRESENTS THE PROPERTY REQUIRED BY THE DEPARTMENT
AT
FOR
DATE DIST. OFFICER.

DESCRIPTION OF LAND REQUIRED BY THE DEPARTMENT OF PUBLIC WORKS OF CANADA AT ARGENTIA, NEWFOUNDLAND. (AREA NO. 4).

ALL AND SINGULAR:

That certain piece or parcel of land situate and lying at the United States Naval Base at Argentia, in the Province of Newfoundland, Canada, and being more particularly described as follows:–

Commencing at a point in the southeastern limit of land owned by the Canadian Government Railways, the said point being distant one hundred fifteen (115) feet measured on a bearing of north seventy-five degrees zero four minutes fifty-five seconds east from an iron pin set in the centre-line of the proposed Access Road to Ferry Terminal at Station 197+96.20; thence running by land of the Canadian Government Railways, aforesaid, north forty-two degrees thirty-eight minutes east one hundred thirty-eight (138) feet; thence turning and running by and along the sinuosities of the shoreline of Ordinary High Water of the Waters of Argentia in a general southerly direction one hundred nineteen (119) feet; thence turning and running by land of the United States Naval Base north seventy-eight degrees zero two minutes west eighty (80) feet, more or less, to the point of commencement. AND being more particularly described and delineated on the diagram hereunto annexed marked Area No. 4, and colored red and containing an area of zero decimal zero nine (0.09) acre, more or less. All bearings are referred to the Astronomic Meridian.

WHITMAN, BENN AND ASSOCIATES
CONSULTING ENGINEERS HALIFAX N.S.

CERTIFIED A CORRECT COPY OF PLAN AND DESCRIPTION SIGNED BY AN ENGINEER OF THE DEPARTMENT OF PUBLIC WORKS OF CANADA AND DEPOSITED OF RECORD IN ACCORDANCE WITH THE PROVISIONS WITH THE EXPROPRIATION ACT IN THE REGISTRY OFFICE OF THE PROVINCE OF NEWFOUNDLAND (IN WHICH PROVINCE THE LAND THEREIN SHOWN AND DESCRIBED IS SITUATED) ON THE DAY OF 196

SECRETARY OF THE DEPARTMENT OF PUBLIC WORKS OF CANADA

REGISTRAR OF DEEDS
PROVINCE OF NEWFOUNDLAND.

GEO. G. WAY Geo. NEWFOUNDLAND LAND SURVEYOR Mar. 1965 PROVINCE OF NEWFOUNDLAND

I CERTIFY THIS PLAN AND DESCRIPTION NO. — — — EACH TRULY REPRESENTS THE PROPERTY REQUIRED BY THE DEPARTMENT
AT ——— ——— ——— ———
FOR ——— ——— ——— ———

DATE DIST. OFFICER.

The Secretary of State to the Ambassador of Canada

DEPARTMENT OF STATE
WASHINGTON
Jun 10 1966

EXCELLENCY:

I have the honor to refer to your note of June 6, 1966 concerning the establishment of a ferry service between North Sydney, Nova Scotia and Argentia, Newfoundland and to inform you that the Government of the United States is pleased to accept the proposal contained in your note and to agree that your note and this reply shall constitute an agreement which shall enter into force as of today's date.

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

For the Secretary of State:
WALTER J. STOESSEL, Jr.

His Excellency
C. S. A. RITCHIE,
Ambassador of Canada.

POLAND

Trade in Cotton Textiles

Agreements effected by exchanges of letters
Signed at Washington June 24, 1965;
Entered into force June 24, 1965; and
Signed at Washington May 18 and 20, 1966;
Entered into force May 20, 1966.

The Deputy Assistant Secretary for Economic Affairs to the Polish Economic Counselor

JUNE 24, 1965

SIR:

I refer to discussions between representatives of our two Governments concerning exports of cotton shirts from Poland to the United States and confirm the following understanding with respect to these exports reached by our two Governments in the course of these discussions:

The Government of Poland agrees that for the twelve-month period beginning May 26, 1965, it will limit exports to the United States of sport shirts, chief value cotton, classified in United States cotton textile category 46, to a level of 8,000 dozen. The Government of Poland agrees to take this action pursuant to a statement by the Government of the United States that in its judgment the United States market for sport shirts is disrupted within the meaning of Annex C of the Long-Term Arrangement Regarding International Trade in Cotton Textiles done at Geneva on February 9, 1962.[1]

If the above conforms to your Government's understanding, this letter and your letter in reply confirming this understanding shall constitute an agreement between our two Governments.

Very truly yours,

PHILIP H. TREZISE

Philip H. Trezise
Deputy Assistant Secretary
for Economic Affairs

MR. ZBIGNIEW BIDZINSKI
Economic Counselor,
Embassy of the Polish
People's Republic.

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[1] TIAS 5240; 13 UST 2681.

The Polish Economic Counselor to the Deputy Assistant Secretary for Economic Affairs

EMBASSY OF THE POLISH PEOPLE'S REPUBLIC
OFFICE OF THE ECONOMIC COUNSELOR
2490 TRACY PLACE, N. W. WASHINGTON 9, D. C.
TELEPHONE DUPONT 7-5484
CABLE "MORHAN"

1429

JUNE 24, 1965

SIR:

I acknowledge receipt of your letter of today's date relating to exports of cotton shirts from Poland to the United States which reads as follows:

"I refer to discussions between representatives of our two Governments concerning exports of cotton shirts from Poland to the United States and confirm the following understanding with respect to these exports reached by our two Governments in the course of these discussions:

The Government of Poland agrees that for the twelve-month period beginning May 26, 1965, it will limit exports to the United States of sport shirts, chief value cotton, classified in United States cotton textile category 46, to a level of 8,000 dozen. The Government of Poland agrees to take this action pursuant to a statement by the Government of the United States that in its judgment the United States market for sport shirts is disrupted within the meaning of Annex C of the Long-Term Arrangement Regarding International Trade in Cotton Textiles done at Geneva on February 9, 1962.

If the above conforms to your Government's understanding, this letter and your letter in reply confirming this understanding shall constitute an agreement between our two Governments".

I confirm that this is also the understanding of the Government of Poland. It is therefore agreed that your letter and this letter of confirmation shall constitute an agreement between our two Governments.

Very truly yours,

ZBIGNIEW BIDZIŃSKI

Zbigniew Bidziński
Economic Counselor

Mr. PHILIP H. TREZISE,
Deputy Assistant Secretary of State
For Economic Affairs,
Department of State.

The Deputy Assistant Secretary for International Resources to the Polish Economic Counselor

MAY 18, 1966

SIR:

I refer to the discussions between representatives of our two Governments concerning exports of category 46 cotton shirts from Poland to the United States, and confirm the following understanding with respect to these exports, reached by our two Governments in the course of these discussions:

1. The Government of Poland agrees that for the twelve-month period beginning May 26, 1966, it will limit exports from Poland to the United States of category 46 cotton shirts to a level of 8,400 dozen.
2. The Government of the United States will assist the Government of Poland in implementing this agreement through the facilities of the United States Bureau of Customs.

If the above conforms to your Government's understanding, this letter and your letter in reply confirming this understanding, shall constitute an agreement between our two Governments.

Sincerely yours,

EDWARD R. FRIED

Edward R. Fried
Deputy Assistant Secretary
for International Resources

Mr. ZBIGNIEW BIDZINSKI
Economic Counselor,
Embassy of the Polish People's Republic.

TIAS 6036

The Polish Acting Economic Counselor to the Deputy Assistant Secretary for International Resources

EMBASSY OF THE POLISH PEOPLE'S REPUBLIC
OFFICE OF THE ECONOMIC COUNSELOR
2400 TRACY PLACE, N. W. WASHINGTON, D.C. 20008
TELEPHONE DUPONT 7-5484
CABLE "MORHAN"

RE/66/486/JCH

WASHINGTON, *May 20, 1966.*

SIR:

I acknowledge receipt of your letter of May 18, 1966 relating to exports of cotton shirts from Poland to the United States which reads as follows:

"I refer to the discussions between representatives of our two Governments concerning exports of category 46 cotton shirts from Poland to the United States, and confirm the following understanding with respect to these exports, reached by our two Governments in the course of these discussions:

1. The Government of Poland agrees that for the twelve-month period beginning May 26, 1966, it will limit exports from Poland to the United States of category 46 cotton shirts to a level of 8,400 dozen.

2. The Government of the United States will assist the Government of Poland in implementing this agreement through the facilities of the United States Bureau of Customs.

If the above conforms to your Government's understanding, this letter and your letter in reply confirming this understanding, shall constitute an agreement between our two Governments."

I confirm that this is also the understanding of the Government of Poland. It is therefore agreed that your letter and this letter of confirmation shall constitute an agreement between our two Governments.

Sincerely yours,

ZDZISŁAW M RURARZ

Dr. Zdzisław M. Rurarz
Acting Economic Counselor

Mr. EDWARD R. FRIED
Deputy Assistant Secretary
for International Resources
U.S. Department of State

CANADA

Sewage Disposal System

Agreement effected by exchange of notes
Dated at Ottawa January 13, April 22, and June 9, 1966;
Entered into force June 9, 1966.

The American Embassy to the Canadian Department of External Affairs

No. 277

The Embassy of the United States of America requests the approval of the Government of Canada for the United States Government to construct a sewage line to connect the United States border station at Dunseith, North Dakota to the sewage disposal system owned by the Government of Canada on the Canadian side of the border. Approval to construct this line is being sought because the sewage disposal system at Dunseith is inadequate and local soil conditions make enlarging it prohibitively expensive.

The Embassy understands that this proposal has been discussed informally with Canadian Government officials at Dunseith and it was agreed that, subject to the approval of the Government of Canada, the Government of the United States would construct that part of the connecting line which would lie within the boundaries of the United States, reimburse the Government of Canada up to an amount to be agreed upon for installing that part of the line which would lie within the boundaries of Canada and pay a service charge based on the actual usage of the Canadian system.

JWS

EMBASSY OF THE UNITED STATES OF AMERICA,
Ottawa, January 13, 1966.

The Canadian Department of External Affairs to the American Embassy

DEPARTMENT OF EXTERNAL AFFAIRS

MINISTÈRE DES AFFAIRES EXTÉRIEURES

CANADA

No. X-134

The Department of External Affairs presents its compliments to the Embassy of the United States of America and has the honour to refer to the Embassy's Note No. 277 of January 13, 1966 requesting approval to construct a sewage line to connect the United States border station, Dunseith, North Dakota, to the sewage disposal system owned by the Government of Canada at Boissevain, Manitoba.

The Canadian Government would be pleased to comply with the proposal on the following conditions:

(a) that the United States Government construct that portion of the sewage line within the United States;

(b) that the Canadian Department of Public Works construct that portion of the sewage line within Canada and receive reimbursement for the cost of such construction, estimated at $1,700; and

(c) that the United States Government pay the Department of Public Works the sum of $360 per annum for maintenance, being 30% of the total maintenance costs.

To coordinate the project, it is suggested that a United States official be named to co-operate with Mr. A. Yule, District Manager, Department of Public Works, Winnipeg, Manitoba.

When the concurrence of the United States Government is received, plans and specifications will be proceeded with.

The Department of External Affairs takes this opportunity to renew to the Embassy of the United States of America the assurances of its highest consideration.

OTTAWA, *April 22, 1966.*

The American Embassy to the Canadian Department of External Affairs

No. 386

The Embassy of the United States of America refers to Note No. X-134 of the Department of External Affairs which stated that the Government of Canada would be pleased to approve the proposal made by the Government of the United States to construct a sewage line from Dunseith, North Dakota, to Boissevain, Manitoba, subject to certain conditions which were specified in the Note.

The Embassy informs the Department of External Affairs that the conditions set forth in the Note referred to above are acceptable to the Government of the United States.

EMBASSY OF THE UNITED STATES OF AMERICA
Ottawa, June 9, 1966.

INDIA

Alien Amateur Radio Operators

Agreement effected by exchange of notes Signed at New Delhi May 16 and 25, 1966; Entered into force May 25, 1966.

The American Ambassador to the Indian Secretary, Department of Communications

EMBASSY OF THE
UNITED STATES OF AMERICA
New Delhi, May 16, 1966.

EXCELLENCY:

I have the honor to refer to the conversations between the representatives of the Government of India and the representatives of the Government of the United States, relating to the possibility of concluding an agreement between the two Governments with a view to the reciprocal granting of authorizations or licenses to permit licensed amateur radio operators of either country to operate their stations in either country in accordance with the provisions of Article 41 of the International Radio Regulations, Geneva, 1959.[1]

Pursuant to sections 303(*l*), (2) and 310(a), of the Communications Act of 1934[2] as amended, [47 USC 303(*l*), (2) and 310(a)], the Government of the United States of America is prepared to conclude an agreement with respect to this matter as follows:

1. An individual who is licensed by his government as an amateur radio operator and who operates an amateur radio station licensed by such government shall be permitted by the other government, on a reciprocal basis and subject to the conditions stated below, to operate such station in the territory of such other government.

2. The individual who is licensed by his government as an amateur radio operator shall, before being permitted to operate his station as provided for in paragraph 1, obtain from the appropriate administrative agency of the other government an authorization or license for that purpose.

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[1] TIAS 4893; 12 UST 2633.

[2] 78 Stat. 202.

3. The appropriate administrative agency of each government may issue an authorization or license as prescribed in paragraph 2, under such conditions and terms as it may prescribe, including the right of cancellation at the convenience of the issuing government at any time. Each government shall also reserve the right to refuse the grant of an authorization or license to a particular individual.

Upon receipt of a reply note from you indicating the concurrence of the Government of India, it will be considered that this note and the reply note constitute an agreement between the two Governments, such agreement to be in force as of the date of the reply note and to be subject to termination by either Government giving six months notice, in writing, of its intention to terminate.

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

CHESTER BOWLES

Mr. L. C. JAIN,
Secretary,
Department of Communications,
North Block, Secretariat,
New Delhi-1.

The Indian Secretary, Department of Communications, to the American Ambassador

GOVERNMENT OF INDIA
DEPARTMENT OF COMMUNICATIONS

No.W-21(33)/64 Dated NEW DELHI *the 25th May 1966.*

YOUR EXCELLENCY,

I have the honour to acknowledge receipt of your note dated May 16, 1966 which refers to a proposal to conclude an agreement to permit the reciprocal granting of authorisations or licences to licensed amateur radio operators of either country to operate their stations in either country and which reads as follows:-

"I have the honor to refer to the conversations between the representatives of the Government of India and the representatives of the Government of the United States, relating to the possibility of concluding an agreement between the two Governments with a view to the reciprocal granting of authorizations or licenses to permit licensed amateur radio operators of either country to operate their stations in either country in accordance with the provisions of Article 41 of the International Radio Regulations, Geneva, 1959.

"Pursuant to sections 303(*l*), (2) and 310(a), of the Communications Act of 1934 as amended, [47 USC 303(*l*), (2) and 310(a)], the Government of the United States of America is prepared to conclude an agreement with respect to this matter as follows:

"1. An individual who is licensed by his government as an amateur radio operator and who operates an amateur radio station licensed by such government shall be permitted by the other government, on a reciprocal basis and subject to the conditions stated below, to operate such station in the territory of such other government.

"2. The individual who is licensed by his government as an amateur radio operator shall, before being permitted to operate his station as provided for in paragraph 1, obtain from the appropriate administrative agency of the other government an authorization or license for that purpose.

"3. The appropriate administrative agency of each government may issue an authorization or license as prescribed in paragraph 2, under such conditions and terms as it may prescribe, including the right of cancellation at the convenience of the issuing government at any time. Each government shall also reserve the right to refuse the grant of an authorization or license to a particular individual.

"Upon receipt of a reply note from you indicating the concurrence of the Government of India, it will be considered that this note and the reply note constitute an agreement between the two Governments, such agreement to be in force as of the date of the reply note and to be subject to termination by either Government giving six months notice, in writing, of its intention to terminate.

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

Pursuant to Sec. 4 of Indian Telegraph Act 1885 and Indian Wireless Telegraph (Amateur Services) Rules 1958, I have the honour to convey to your Excellency the concurrence of the Government of India[1] to the agreement proposed in your Excellency's note dated May 16, 1966, quoted above.

I may add that an import licence must be obtained from the Department of Communications prior to the import of any wireless transmitting equipment. This will also apply in the case of import of a wireless transmitter by any amateur.

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[1] By a note dated June 10, 1966, from the Indian Ministry of External Affairs to the American Embassy at New Delhi, the Ministry, after referring to the notes of May 16 and 25, 1966, informed the Embassy:

> "With exchange of these notes a formal agreement has been concluded between the Government of United States of America and the Government of India . . ."

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

Yours sincerely,

L C JAIN

(L.C. Jain)
Secretary,
Department of Communications

[SEAL]

The Hon'ble CHESTER BOWLES,
Ambassador of the United States of America,
Shanti Path,
Chanakya Puri,
New Delhi–11.

ISRAEL

Agricultural Commodities

Agreement signed at Washington June 6, 1966;
Entered into force June 6, 1966.
With exchange of notes.

AGRICULTURAL COMMODITIES AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF ISRAEL 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 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 of America in those commodities or unduly disrupt world prices of agricultural commodities or normal patterns of commercial trade with friendly countries;

Considering that the purchase for Israel pounds of agricultural commodities produced in the United States of America will assist in achieving such an expansion of trade;

Considering that the Israel pounds accruing from such purchase 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 agricultural commodities to Israel pursuant to Title I of the Agricultural Trade Development and Assistance Act,[1] as amended (hereinafter referred to as the 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 Israel Pounds

1. Subject to issuance by the Government of the United States of America and acceptance by the Government of Israel of purchase

[1] 68 Stat. 455; 7 U.S.C. §§ 1701–1709.

authorizations and to the availability of the specified commodities under the Act at the time of exportation, the Government of the United States of America undertakes to finance the sales for Israel pounds, to purchasers authorized by the Government of Israel, of the following agricultural commodities in the amounts indicated:

Commodity	Export Market Value (millions)
Feedgrains	$ 13.2
Wheat and/or wheat flour	7.3
Cottonseed and/or Soybean oil	2.8
Tobacco	.2
Total	$ 23.5

2. Applications for purchase authorizations will be made within 90 days after the effective date of this agreement, except that applications for purchase authorizations for any additional commodities or amounts of commodities provided for in any amendment to this agreement will be made within 90 days after the effective date of such amendment. Purchase authorizations will include provisions relating to the sale and delivery of commodities, the time and circumstances of deposit of Israel pounds accruing from such sale, and other relevant matters.

The Government of the United States of America will finance ocean transportation costs incurred pursuant to this agreement only to the extent that such costs are higher than otherwise would be the case by reason of the requirement that approximately 50 percent by tonnage of the commodities be transported in United States flag vessels. The balance of ocean transportation costs for commodities required to be carried in United States flag vessels shall be paid in dollars by the Government of Israel. The Government of Israel will not be required to deposit Israel pounds for ocean transportation financed by the Government of the United States of America.

Promptly after contracting for United States flag shipping space required to be used, and in any event not later than presentation of vessels for loading, the Government of Israel will open a letter of credit, in dollars, for the estimated cost of ocean transportation for commodities carried in United States flag vessels.

3. The financing, sale and delivery of commodities under this agreement may be terminated by either Government if that Government determines that because of changed conditions the continuation of such financing, sale or delivery is unnecessary or undesirable.

ARTICLE II

Uses of Israel Pounds

The Israel pounds accruing to the Government of 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 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. For United States expenditures under subsections (a), (b), (d), (f) and (h) through (t) of Section 104 of the Act, or under any of such subsections, twenty-five percent of the Israel pounds accruing pursuant to this agreement.

B. For loans to be made by the Agency for International Development of Washington (hereinafter referred to as AID) under Section 104(e) of the Act and for administrative expenses of AID in Israel incident thereto, five percent of the Israel pounds accruing pursuant to this agreement. It is understood that:

(1) Such loans under Section 104(e) of the Act will be made to United States business firms and branches, subsidiaries, or affiliates of such firms in Israel for business development and trade expansion in Israel and to United States firms and Israel firms for the establishment of facilities for aiding in the utilization and distribution, or for otherwise increasing the consumption of and markets for United States agricultural products.

(2) Loans will be mutually agreeable to AID and the Government of Israel, acting through the Ministry of Finance. The Minister of Finance, or his designate will act for the Government of Israel, and the Administrator of AID, or his designate, will act for AID.

(3) Upon receipt of an application which AID is prepared to consider, AID will inform the Ministry of Finance of the identity of the applicant, the nature of the proposed business, the amount of the proposed loan, and the general purposes for which the loan proceeds would be expended.

(4) When AID is prepared to act favorably upon an application, it will so notify the Ministry of Finance and will indicate the interest rate and the repayment period which would be used under the proposed loan. The interest rate will be similar to that prevailing in Israel on comparable loans, provided such rate is not lower than cost of funds to the United States Treasury on comparable maturities, and the maturities will be consistent with the purposes of the financing.

(5) Within sixty days after the receipt of the notice that AID is prepared to act favorably upon an application, the Ministry of Finance will indicate to AID whether or not the Ministry of Finance has any objection to the proposed loan. Unless within the sixty-day period AID has received such a communication from the Ministry of Finance, it shall be understood that the Ministry of Finance has no objection to the proposed loan. When AID approves or declines the proposed loan it will notify the Ministry of Finance.

(6) In the event the Israel pounds set aside for loans under Section 104(e) of the Act are not advanced within three years from the date of this agreement because AID has not approved loans or because proposed loans have not been mutually agreeable to AID and the Ministry of Finance, the Government of the United States of America may use the Israel pounds for any purpose authorized by Section 104 of the Act.

C. For a loan to the Government of Israel under Section 104(g) of the Act for financing such projects to promote economic development, including projects not heretofore included in plans of the Government of Israel, as may be mutually agreed, seventy percent of the Israel pounds accruing pursuant to this agreement. The terms and conditions of the loan and other provisions will be set forth in a separate loan agreement. In the event that agreement is not reached on the use of the Israel pounds for loan purposes under Section 104(g) of the Act within three years from the date of this agreement, the Government of the United States of America may use the Israel pounds for any purpose authorized by Section 104 of the Act.

Article III

Deposit of Israel Pounds

1. The Government of Israel will deposit to the account of the Government of the United States of America an amount of Israel pounds equivalent to the dollar sales value of the commodities financed by the Government of the United States of America converted into Israel pounds at the applicable rate of exchange in effect on the date of dollar disbursement by the Government of the United States of America.

(a) If a unitary exchange rate system is maintained by the Government of Israel, the applicable rate will be the rate at which the central monetary authority of Israel, or its authorized agent, sells foreign exchange for Israel pounds.

(b) If a unitary rate system is not maintained, the applicable rate will be the rate mutually agreed upon by the Government of the United States of America and the Government of Israel.

2. The Government of the United States of America shall determine which of its funds shall be used to pay any refunds of Israel pounds which become due under this agreement or which are due or become due under any prior agricultural commodities agreement. A reserve will be maintained under this agreement for two years from the effective date of this agreement which may be used for the payment of such refunds. Any payment out of this reserve shall be treated as a reduction in the total Israel pounds accruing to the Government of the United States of America under this agreement.

Article IV

General Undertakings

1. The Government of Israel will take all possible measures to prevent the resale or transshipment to other countries or the use for other than domestic purposes of the agricultural commodities purchased pursuant to this agreement (except where such resale, transshipment or use is specifically approved by the Government of the United States of America); to prevent the export of any commodity of either domestic or foreign origin which is the same as, or like, the commodities purchased pursuant to this agreement in any United States Calendar Year during which Title I commodities are being imported and utilized (except where such export is specifically approved by the Government of the United States of America); and to ensure that the purchase of commodities pursuant to this agreement does not result in increased availability of the same or like commodities to nations unfriendly to the United States of America.

2. The two Governments will take reasonable precautions to assure that sales and purchases of agricultural commodities pursuant to this agreement will not displace usual marketings of the United States of America in these commodities or unduly disrupt world prices of agricultural commodities or normal patterns of commercial trade with friendly countries.

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 will furnish quarterly: information on the progress of the program, particularly with respect to the arrival and condition of commodities and provisions for the maintenance of usual marketings, and information relating to imports and 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, this sixth day of June, 1966.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA:

RAYMOND A HARE

FOR THE GOVERNMENT OF ISRAEL:

AVRAHAM HARMAN.

The Acting Secretary of State to the Israel Ambassador

DEPARTMENT OF STATE
WASHINGTON
Jun 6 1966

EXCELLENCY:

I have the honor to refer to the Title I Agricultural Commodities Agreement between our two Governments signed today and to inform you of my Government's understanding of the following:

1. In agreeing that the delivery of commodities pursuant to the agreement should not unduly disrupt world prices of agricultural commodities or impair trade relations among friendly nations, the Government of Israel agrees that it will, in addition to the commodities to be programed under agricultural commodities agreements between our two Governments, procure and import with its own resources from free world sources, including the United States of America, during United States Calendar Year 1966:

a. Feedgrains—235,000 metric tons. This quantity of feedgrains is the same as, and not in addition to, the quantity required under the Title IV Agricultural Commodities Agreement signed today.[1]

b. Wheat/wheat flour in wheat equivalent—125,000 metric tons.

c. Edible vegetable oils—22,000 metric tons, or equivalent of oil seeds, of which not less than 17,000 metric tons must come from the United States.

d. Tobacco—900 metric tons.

2. The commodities to be programed pursuant to the agreement are intended for importation during United States Calendar Year 1966. If deliveries extend into a subsequent Calendar Year, the level of usual marketing requirements for such period will be determined at the time the request for extension is made.

3. With regard to Article IV of the agreement, the Government of Israel agrees not to export, without the specific approval of the Government of the United States of America, any foodgrains or feedgrains, including wheat, wheat flour, bran, bulgur, rolled wheat, rye, corn, cornmeal, cracked corn, grain sorghums, barley, oats or rolled oats during United States Calendar Year 1966 or any United States Calendar Year in which foodgrains or feedgrains financed under the agreement are being imported and utilized.

4. Israel may export up to 25,000 metric tons of all types of oil (including oil equivalent of soybeans and cottonseed exported) to countries friendly to the United States of America during United States Calendar Year 1966, provided that for each ton of cottonseed and/or

[1] TIAS 6023; *ante*, p. 727.

soybean oil exported, including oil equivalent of soybeans and cottonseed exported, the Government of Israel will purchase commercially from the United States of America an equivalent amount of soybeans calculated on an oil extraction rate of 17 percent in addition to the usual marketings. If, for example, Israel's exports of soybean and/or cottonseed oil should be 10,000 metric tons during Calendar Year 1966, soybean purchases above the basic usual marketing requirement would be 59,000 metric tons. The import offsetting requirement for vegetable oils and soybeans or cottonseed does not apply to Israel's exports of oils and oilseeds other than cottonseed, soybeans and/or their oils.

5. With regard to paragraph 4 of Article IV of the agreement, the Government of Israel agrees to furnish quarterly the following information in connection with each shipment of commodities received under the agreement: the name of each vessel; the date of arrival; the port of arrival; the commodity and quantity received; the condition in which received; the date unloading was completed and the disposition of the cargo, i.e., stored, distributed locally, or if shipped, where shipped. In addition, the Government of Israel agrees to furnish quarterly (a) a statement of measures it has taken to prevent the resale or transshipment of commodities furnished, (b) assurances that the program has not resulted in increased availability of the same or like commodities to other nations and (c) a statement by the Government showing progress made toward fulfilling commitments on usual marketings. The Government of Israel agrees that the above statements will be accompanied by statistical data on imports and exports by country of origin or destination of commodities which are the same as or like those imported under the agreement.

6. The Government of Israel agrees that Israel pounds received by the Government of the United States of America under the agreement may be deposited in interest-bearing accounts in banks in Israel selected by the Government of the United States of America.

7. The Government of Israel will provide, upon request of the Government of the United States of America, facilities for conversion into other nondollar currencies of the following amounts of Israel pounds: (1) for purposes of Section 104(a) of the Act, $470,000 worth or two percent of Israel pounds accruing from sales under the agreement and payments from 104(g) loans (including principal and interest), whichever is greater, to finance agricultural market development activities in other countries; and (2) for purposes of section 104(h) of the Act and for the purposes of the Mutual Educational and Cultural Exchange Act of 1961,[1] up to $540,000 worth of Israel pounds to finance educational and cultural exchange programs and activities in other countries.

8. It is agreed that sales under Section 104(t) of the agreement, to be made without further consultation, will be limited to the equivalent in Israel pounds of $150,000. It is further agreed that additional

[1] 75 Stat. 527; 22 U.S.C. § 2451 note.

amounts of United States-owned Israel pounds accruing under the agreement, up to $1,500,000, may be used under mutually agreed arrangements providing for procurement of goods and services in Israel for export by the Government of the United States of America in ways which would not add to the foreign exhange costs to Israel. It is understood that these arrangements would not add to the foreign exchange costs to the United States and that the utilization of these funds would not prejudice purchases made with other funds owned by the United States in Israel under existing arrangements.

9. The Government of the United States of America may utilize Israel pounds in Israel to pay for travel which is part of a trip in which the traveler travels from, to or through Israel. It is understood that these funds are intended to cover only travel by persons who are traveling on official business for the Government of the United States of America or in connection with activities financed by the Government of the United States of America. It is further understood that the travel for which Israel pounds may be utilized shall not be limited to services provided by Israel transportation facilities.

10. The Government of Israel agrees to designate an individual or agency in Israel with whom representatives of the United States of America may consult with regard to implementing all the provisions of the agreement.

11. The Government of Israel agrees to designate one or more persons in the United States to consult with representatives of the United States of America for purposes of orientation in connection with the implementation of the agreement.

I shall appreciate receiving your Excellency's confirmation of the above understanding.

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

For the Acting Secretary of State:

RAYMOND A. HARE

His Excellency,
AVRAHAM HARMAN,
Ambassador of Israel.

The Israel Ambassador to the Acting Secretary of State

EMBASSY OF ISRAEL
WASHINGTON, D.C.

שגרירות ישראל
וושינגטון

JUNE 6
1 9 6 6

DEAR MR. SECRETARY,

I have the honor to refer to your Note dated June 6 regarding the Title I Agricultural Commodities Agreement between our two Governments signed today, and to inform you that my Government concurs with the understanding as set forth in your Note.

Please accept, Mr. Secretary, the renewed assurances of my highest consideration.

AVRAHAM HARMAN

Avraham Harman
Ambassador

The Honorable
GEORGE W. BALL
Acting Secretary of State,
Department of State,
Washington, D.C.

TIAS 6039

TURKEY

Atomic Energy: Cooperation for Civil Uses

Agreement amending the agreement of June 10, 1955, as amended.
Signed at Washington May 11, 1966;
Entered into force July 5, 1966;
Effective from June 9, 1966.
With exchange of notes.

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

The Government of the United States of America and the Government of the Turkish Republic,

Desiring to amend the Agreement for Cooperation Concerning Civil Uses of Atomic Energy Between the Government of the United States of America and the Government of the Turkish Republic, signed at Washington on June 10, 1955 [1] (hereinafter referred to as the "Agreement for Cooperation"), as amended by the Agreement signed at Washington on April 27, 1961, [2] and the Agreement signed at Washington on June 3, 1965, [3] and

Recognizing that, as the result of the consultations initiated in accordance with Article VI bis of the Agreement for Cooperation, the Government of the United States of America and the Government of the Turkish Republic have agreed to promptly request the International Atomic Energy Agency to assume responsibility for the application of safeguards to materials and facilities subject to safeguards under the Agreement for Cooperation,

Agree as follows:

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[1] TIAS 3320; 6 UST 2703.
[2] TIAS 4748; 12 UST 519.
[3] TIAS 5828; 16 UST 886.

ARTICLE I

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

"A. Subject to the limitations of Article V, the Parties hereto will exchange scientific, technical, and economic information useful for research, training, and application in the following fields:

"1. design, construction, operation, and use of research reactors, materials testing reactors, and reactor experiments;

"2. the use of radioactive isotopes and source, special nuclear, or byproduct material in physical and biological research, medicine, agriculture, and industry; and the production of radioactive isotopes for such uses; and

"3. health and safety problems related to the foregoing."

ARTICLE II

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

"C. The Commission may, upon request and in its discretion, make all or a portion of the foregoing special nuclear material available as uranium enriched to more than twenty per cent (20%) by weight in the isotope U-235 when there is a technical or economic requirement for such a transfer for use in research reactors, materials testing reactors, and reactor experiments, each capable of operating with a fuel load not to exceed eight (8) kilograms of the isotope U-235 contained in such uranium."

ARTICLE III

Article II, Paragraph D of the Agreement for Cooperation, as amended, is deleted in its entirety; Paragraphs E through H are relettered as D through G.

ARTICLE IV

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

"With respect to the subjects of agreed exchange of information referred to in Article I, it is understood that either Party or author-

ized persons under its jurisdiction may make arrangements to transfer materials, including special nuclear material, and equipment and devices to, and to perform services for, authorized persons under the jurisdiction of the other. Likewise, authorized private persons under the jurisdiction of either Party may make such arrangements with the other Party. Such arrangements shall be subject to:

"1. the limitations applicable to transactions between the Parties under Article II;

"2. Article V; and

"3. applicable laws, regulations, and license requirements of the Parties and their policies with regard to transactions involving private persons."

ARTICLE V

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

"ARTICLE VI bis

"The Government of the United States of America and the Government of the Turkish Republic, recognizing the desirability of making use of the facilities and services of the International Atomic Energy Agency, agree that the Agency will be promptly requested to assume responsibility for applying safeguards to materials and facilities subject to safeguards under this Agreement. It is contemplated that the necessary arrangements will be effected without modification of this Agreement through an agreement to be negotiated between the Parties and the Agency which may include provisions for suspension of the safeguard rights accorded to the United States Commission by Article VI of this Agreement, as amended, during the time and to the extent that the Agency's safeguards as set forth in IAEA document InfCirc/66, and any revision thereof, apply to such materials and facilities."

ARTICLE VI

Article VIII of the Agreement for Cooperation, as amended, is amended by deleting the date "June 9, 1966" and inserting in lieu thereof the date "June 9, 1971".

ARTICLE VII

Article IX of the Agreement for Cooperation is amended by deleting the word "will" in the second sentence and inserting in lieu thereof the word "may".

ARTICLE VIII

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

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

DONE at Washington, in duplicate, this eleventh day of May, 1966.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA:

RAYMOND A HARE

GLENN T. SEABORG

FOR THE GOVERNMENT OF THE TURKISH REPUBLIC:

T. MENEMENCIOĞLU

[1] Entered into force July 5, 1966; effective from June 9, 1966.

The Turkish Ambassador to the Secretary of State

TURKISH EMBASSY
WASHINGTON, D.C.

WASHINGTON, *May 11, 1966*

EXCELLENCY:

I have the honor to refer to the Amendment to the Agreement for Cooperation between the Government of the Turkish Republic and the Government of the United States of America Concerning Civil Uses of Atomic Energy which is being signed today.

In connection with the Amendment to the Agreement for Cooperation, the Government of the Turkish Republic and the Government of the United States of America further agree as follows:

> In the event any of the Parties to the trilateral arrangement envisaged in Article VI bis of the Agreement for Cooperation, as amended, is unable to agree to the terms of that arrangement, either the Government of the Turkish Republic or the Government of the United States of America may, by notification, terminate the Agreement for Cooperation. In the event the Agreement for Cooperation should be so terminated by either Government, the Government of the Turkish Republic agrees that it shall, at the request of the Government of the United States of America, return to the Government of the United States of America all special nuclear material received pursuant to the Agreement for Cooperation still in its possession or in the possession of persons under its jurisdiction. The Government of the United States of America will compensate the Government of the Turkish Republic for its interest in such material so returned at the United States Atomic Energy Commission's schedule of prices then in effect domestically.

It would be appreciated if you would confirm the agreement of the Government of the United States of America to the foregoing.

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

T. MENEMENCIOĞLU
Ambassador of the Turkish Republic

His Excellency
DEAN RUSK,
Secretary of State,
Washington, D.C.

The Secretary of State to the Turkish Ambassador

DEPARTMENT OF STATE
WASHINGTON
May 11, 1966

EXCELLENCY:

I have the honor to refer to your note of May 11, 1966, which reads as follows:

"Excellency:

I have the honor to refer to the Amendment to the Agreement for Cooperation between the Government of the Turkish Republic and the Government of the United States of America Concerning Civil Uses of Atomic Energy which is being signed today.

"In connection with the Amendment to the Agreement for Cooperation, the Government of the Turkish Republic and the Government of the United States of America further agree as follows:

In the event any of the Parties to the trilateral arrangement envisaged in Article VI bis of the Agreement for Cooperation, as amended, is unable to agree to the terms of that arrangement, either the Government of the Turkish Republic or the Government of the United States of America may, by notification, terminate the Agreement for Cooperation. In the event the Agreement for Cooperation should be so terminated by either Government, the Government of the Turkish Republic agrees that it shall, at the request of the Government of the United States of America, return to the Government of the United States of America all special nuclear material received pursuant to the Agreement for Cooperation still in its possession or in the possession of persons under its jurisdiction. The Government of the United States of America will compensate the Government of the Turkish Republic for its interest in such material so returned at the United States Atomic Energy Commission's schedule of prices then in effect domestically.

"It would be appreciated if you would confirm the agreement of the Government of the United States of America to the foregoing.

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

I have the honor to confirm the agreement of the Government of the United States of America as requested.

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

For the Secretary of State:

RAYMOND A. HARE

His Excellency
TURGUT MENEMENCIOGLU,
Ambassador of the Turkish Republic.

TIAS 6040

SIERRA LEONE

Agricultural Commodities: Sales Under Title IV

Agreement amending the agreement of January 29, 1965, as amended.
Effected by exchange of notes
Signed at Freetown June 2, 1966;
Entered into force June 2, 1966.

The American Ambassador to the Sierra Leonean Prime Minister

FREETOWN, *June 2, 1966.*

EXCELLENCY:

I have the honor to refer to the Agricultural Commodities Agreement between our two Governments of January 29, 1965, as amended,[1] and to propose that:

1. The commodity table in paragraph 1 of Article 1 of the Agreement be further amended by adding in the appropriate columns:

Rice Calendar Year 1966 2000 Metric Tons $298 thousand;

and by increasing ocean transportation (estimated) to $190 thousand; and by increasing the total to $2,472 thousand.

2. Unnumbered paragraph 6 of my note of January 29, 1965 be further amended by deleting the period and adding the following:

"and during calendar year 1966, at least 16,000 metric tons of rice."

It is proposed that this note and your reply concurring therein shall constitute agreement between our two Governments to enter into force on the date of your note in reply.

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

ANDREW V. CORRY

His Excellency
Sir ALBERT M. MARGAI,
Prime Minister of Sierra Leone.

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[1] TIAS 5762, 5831, 5970; 16 UST 71, 908; *ante*, p 187.

The Sierra Leonean Prime Minister to the American Ambassador

UNITY FREEDOM JUSTICE

SIERRA LEONE

PRIME MINISTER'S OFFICE
FREETOWN
2nd June, 1966.

YOUR EXCELLENCY,

I wish to refer to your note of the 2nd June, 1966, which reads as follows:

"I have the honor to refer to the Agricultural Commodities Agreement between our two Governments of January 29, 1965, as amended, and to propose that:

"1. The commodity table in paragraph 1 of Article 1 of the Agreement be further amended by adding in the appropriate columns:

Rice Calendar Year 1966 2000 Metric Tons $298 thousand;

and by increasing ocean transportation (estimated) to $190 thousand; and by increasing the total to $2,472 thousand.

"2. Unnumbered paragraph 6 of my note of January 29, 1965, be further amended by deleting the period and adding the following:

"and during calendar year 1966, at least 16,000 metric tons of rice".

"It is proposed that this note and your reply concurring therein shall constitute agreement between our two Governments to enter into force on the date of your note in reply".

I have the pleasure in informing you that the proposed amendments to the Agreement as signed on the 29th of January, 1965, are acceptable to my Government.

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

A. MARGAI

(A. M. Margai)
Prime Minister.

His Excellency ANDREW V. CORRY,
American Ambassador to Sierra Leone,
Freetown.

TIAS 6041

DEMOCRATIC REPUBLIC OF THE CONGO

Agricultural Commodities

Agreement amending the agreement of July 19, 1965.
Effected by exchange of notes
Signed at Léopoldville April 22 and 25, 1966;
Entered into force April 25, 1966.

The American Ambassador to the Congo Prime Minister

No. 9 LEOPOLDVILLE, *April 22, 1966.*

EXCELLENCY:

I have the honor to refer to the Agricultural Commodities Agreement between our two Governments, dated July 19, 1965, [1] and to propose the agreement be amended as follows:

1. In Paragraph 1 of Article I, delete the commodity table and insert the following in the appropriate columns:

Cotton, upland	$ 4, 63
Wheat flour	4, 40
Rice, milled	5, 05
Corn	. 96
Tobacco	2, 00
Total	$17, 04

2. In Paragraph A of Article II, substitute "16.5 per cent" for "15 per cent".

3. In Paragraph B of Article II, substitute "79.2 per cent" for "85 per cent".

4. Add the following as a new paragraph C of Article II:

"C. For loans to be made by the Agency for International Development of Washington (hereinafter referred to as AID) under Section 104(e) of the Act [2] and for administrative expenses of AID in the Republic of the Democratic Republic of the Congo incident thereto, 4.3 per cent of the Congo francs accruing pursuant to this agreement. It is understood that:

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[1] TIAS 5935; 16 UST 2001.

[2] 68 Stat. 456; 7 U.S.C. §1704(e).

(1) Such loans under Section 104(e) of the Act will be made to United States business firms and branches, subsidiaries, or affiliates of such firms in the Democratic Republic of the Congo for business development and trade expansion in the Democratic Republic of the Congo and to United States firms and Congolese firms for the establishment of facilities for aiding in the utilization, distribution, or otherwise increasing the consumption of and markets for United States agricultural products.

(2) Loans will be mutually agreeable to AID and the Government of the Democratic Republic of the Congo acting through the Office of the Prime Minister. The Prime Minister, or his designate, will act for the Government of the Democratic Republic of the Congo and the Administrator of AID, or his designate, will act for AID.

(3) Upon receipt of an application which AID is prepared to consider, AID will inform the Office of the Prime Minister of the identity of the applicant, the nature of the proposed business, the amount of the proposed loan, and the general purpose for which the loan proceeds will be expended.

(4) When AID is prepared to act favorably upon an application, it will so notify the Office of the Prime Minister and will indicate the interest rate and the repayment period which would be used under the proposed loan. The interest rate will be similar to that prevailing in the Democratic Republic of the Congo on comparable loans, and the maturities will be consistent with the purposes of the financing.

(5) Within sixty days after the receipt of the notice that AID is prepared to act favorably upon an application, the Office of the Prime Minister will indicate to AID whether or not the Office of the Prime Minister has an objection to the proposed loan. Unless within the sixty day period AID has received such a communication from the Office of the Prime Minister, it shall be understood that the Office of the Prime Minister has no objection to the proposed loan. When AID approves or declines the proposed loan it will notify the Office of the Prime Minister.

(6) In the event the Congo francs set aside for loans under Section 104(e) of the Act are not advanced within five years from July 19, 1965, because AID has not approved loans or because proposed loans have not been mutally agreeable to AID and the Office of the Prime Minister, the Government of the United States of America may use the Congo francs for any purpose authorized by Section 104 of the Act."

5. In the first sentence of numbered paragraph (1) of the United States note of July 19, 1965, [1] delete the word "commodities" and insert the word "cotton".

[1] TIAS 5935; 16 UST 2010.

6. In the United States note of July 19, 1965, renumber paragraph (2) as paragraph (3) and renumber the subsequent paragraphs accordingly after inserting the following new paragraph (2):

"(2) In agreeing that the delivery of commodities pursuant to the agreement should not unduly disrupt world prices of agricultural commodities or normal patterns of commercial trade with friendly countries, the Government of the Democratic Republic of the Congo agrees that it will procure and import with its own resources from Free World sources, including the United States of America, at least 1,950 metric tons of unmanufactured tobacco during the period January 1, 1965, through June 30, 1966, of which not less than 413 metric tons must come from the United States of America. If deliveries extend into a subsequent period, the level of usual marketing requirements for such period will be determined at the time the request for extension of deliveries is made."

7. In renumbered Paragraph (5) of the United States note of July 19, 1965, delete "$242,000" and insert "$340,000" and delete "$135,000" and insert "$170,000".

I would appreciate your Excellency's confirmation of the above understanding.

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

G. McMurtrie Godley

His Excellency
Leonard Mulamba,
Prime Minister of the Democratic Republic of the Congo,
Leopoldville.

The Congo Prime Minister to the American Ambassador

REPUBLIQUE DEMOCRATIQUE DU CONGO
Gouvernement Central

Cabinet du Premier Ministre

N° 1865/CAB/PM/66.- Léopoldville, *le 25 avril 1966*

A Monsieur l'Ambassadeur des
Etats Unis d'Amérique à
Leopoldville/EST.-

Monsieur l'Ambassadeur,

J'ai l'honneur de me référer à votre n° 9, en date du 22 avril 1966, par laquelle vous suggérez certaines modifications à apporter à l'accord sur les produits agricoles du 19 juillet 1965, conclu entre les Gouvernements des Etats Unis d'Amérique et la République Démocratique du Congo, ainsi qu'à la Note Américaine n° 154 du même date.-

J'ai le plaisir de confirmer que le Gouvernement de la République Démocratique du Congo marque son accord aux modifications apportées aux précitées et vous assure que mon Gouvernement respectera ses obligations.–

Veuillez agréer, Monsieur l'Ambassadeur, l'assurance de ma très haute considération.–

Le Premier Ministre

L. MULAMBA

Léonard Mulamba
Général de Brigade.–

Translation

DEMOCRATIC REPUBLIC OF THE CONGO
Central Government

Office of the Prime Minister

No. 1865/CAB/PM/66.– LÉOPOLDVILLE, *April 25, 1966*

THE AMBASSADOR OF THE UNITED STATES OF AMERICA,
Léopoldville.

MR. AMBASSADOR:

I have the honor to refer to your note No. 9, dated April 22, 1966, in which you propose certain amendments to the Agricultural Commodities Agreement of July 19, 1965 between the Governments of the United States of America and the Democratic Republic of the Congo, and to United States note No. 154 of the same date.

I take pleasure in confirming that the Government of the Democratic Republic of the Congo agrees to the amendments made in the aforesaid agreement and note, and I assure you that my Government will respect its obligations.

Please accept, Mr. Ambassador, the assurance of my very high consideration.

Prime Minister

L. MULAMBA

Leonard Mulamba
Brigadier General

ICELAND

Agricultural Commodities: Sales Under Title IV

Agreement amending the agreement of December 30, 1964, as amended.
Effected by exchange of notes
Signed at Reykjavik June 13, 1966;
Entered into force June 13, 1966.

The American Chargé d'Affaires ad interim to the Icelandic Minister for Foreign Affairs

No. 108 REYKJAVIK, *June 13, 1966.*

EXCELLENCY:

I have the honor to refer to the Agricultural Commodities Agreement between our two Governments of December 30, 1964, as amended, [1] and to propose that the Commodity Table in Article I be amended by deleting for the supply period of calendar year 1966 "cracked corn and/or cornmeal" and inserting "cracked corn, cornmeal and/or corn".

I have the honor to propose that this Note and your affirmative reply shall constitute an Agreement between our two Governments, and that it shall enter into force on the date of your reply.

Accept, Excellency, the assurances of my highest consideration.

VALDEMAR N. L. JOHNSON

Valdemar N. L. Johnson
Charge d'Affaires ad interim

His Excellency,
EMIL JONSSON,
Minister for Foreign Affairs,
Reykjavik.

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[1] TIAS 5713, 5955; 15 UST 2241; *ante*, p. 48.

The Icelandic Minister for Foreign Affairs to the American Chargé d'Affaires ad interim

UTANRÍKISRÁÐUNEYTIÐ
Reykjavík, June 13, 1966.

SIR,

I have the honour to acknowledge receipt of your Note, No. 108, dated June 13, 1966, reading as follows:

"I have the honour to refer to the Agricultural Commodities Agreement between our two Governments of December 30, 1964, as amended, and to propose that the Commodity Table in Article I be amended by deleting for the supply period of calendar year 1966 "cracked corn and/or cornmeal" and inserting "cracked corn, cornmeal and/or corn".

I have the honour to propose that this Note and your affirmative reply shall constitute an Agreement between our two Governments, and that it shall enter into force on the date of your reply."

In reply I have the honour to inform you that the foregoing proposals are completely acceptable to the Icelandic Government.

Please accept, Sir, the assurances of my high consideration.

EMIL JONSSON

Monsieur VALDEMAR N. L. JOHNSON,
Chargé d'Affaires ad interim,
Embassy of the United States of America,
Reykjavík.

INDONESIA

Agricultural Commodities: Sales Under Title IV

Agreement signed at Washington June 28, 1966;
Entered into force June 28, 1966.
With exchange of notes.

AGRICULTURAL COMMODITIES AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF THE REPUBLIC OF INDONESIA UNDER TITLE IV 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 Indonesia,

Recognizing the desirability of expanding trade in agricultural commodities between their two countries in a manner which would utilize surplus agricultural commodities, including the products thereof, produced in the United States of America to assist economic development in Indonesia;

Recognizing that such expanded trade should be carried on in a manner which would not displace cash marketings of the United States of America in those commodities or unduly disrupt world prices of agricultural commodities or normal patterns of commercial trade;

Recognizing further that by providing such commodities to Indonesia under long-term supply and credit arrangements, the resources and manpower of Indonesia can be utilized more effectively for economic development without jeopardizing meanwhile adequate supplies of agricultural commodities for domestic use;

Desiring to set forth the understandings which will govern the sales, as specified below, of commodities to Indonesia pursuant to Title IV of the Agricultural Trade Development and Assistance Act,[1] as amended (hereinafter referred to as the Act);

Have agreed as follows:

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[1] 73 Stat. 610; 7 U.S.C. §§ 1731–1736.

ARTICLE I

Commodity Sales Provisions

1. Subject to issuance by the Government of the United States of America and acceptance by the Government of the Republic of Indonesia of credit purchase authorizations and to the availability of commodities under the Act at the time of exportation, the Government of the United States of America undertakes to finance, during the periods specified below, or such longer periods as may be authorized by the Government of the United States of America, sales for United States dollars, to purchasers authorized by the Government of the Republic of Indonesia, of the following commodities:

Commodity	Supply Period	Approximate Maximum Quantity	Maximum Export Market Value to be Financed (thousands)
Cotton	United States Calendar Year 1966	75,000 bales	$9, 908
Ocean transportation (estimated)			600
Total			$10, 508

The total amount of financing provided in the credit purchase authorizations shall not exceed the above-specified export market value to be financed, except that additional financing for ocean transportation will be provided if the estimated amount for financing shipments required to be made on United States flag vessels proves to be insufficient. It is understood that the Government of the United States of America may limit the amount of financing provided in the credit purchase authorizations, as price declines or other marketing factors may require, so that the quantities of commodities financed will not substantially exceed the above-specified maximum quantities.

2. Applications for credit purchase authorizations will be made promptly after the effective date of this Agreement. Purchase authorizations will include provisions relating to the sale and delivery of the commodities and other relevant matters.

3. The financing, sale, and delivery of commodities hereunder may be terminated by either Government if that Government determines that because of changed conditions the continuation of such financing, sale, and delivery is unnecessary or undesirable.

ARTICLE II

Credit Provisions

1. The Government of the Republic of Indonesia will pay, or cause to be paid, in United States dollars to the Government of the United States of America for the commodities specified in Article I and related ocean transportation (except excess ocean transportation costs resulting from the requirement that United States flag vessels be used), the amount financed by the Government of the United States of America together with interest thereon.

2. The amount of the principal due for commodities delivered in each calendar year under this Agreement, including the applicable related ocean transportation costs, shall be made in 15 approximately equal annual payments, the first of which shall become due two years after the date of last delivery of commodities in such calendar year. Subsequent annual payments shall become due at intervals of one year thereafter. Any annual payment may be made prior to the due date thereof.

3. Interest on the unpaid balance of the principal due the Government of the United States of America for commodities delivered in each calendar year shall begin on the date of last delivery of commodities in such calendar year and be paid annually beginning one year from the date of last delivery. The interest shall be computed at the rate of 3½ percent per annum.

4. All payments shall be made in United States dollars and the Government of the Republic of Indonesia shall deposit, or cause to be deposited, such payments in the United States Treasury for credit to the Commodity Credit Corporation unless another depository is agreed upon by the two Governments.

5. The two Governments will each establish appropriate procedures to facilitate the reconciliation of their respective records of the amounts financed with respect to the commodities delivered during each calendar year.

6. For the purpose of determining the date of last delivery of commodities for each calendar year, delivery shall be deemed to have occurred as of the onboard date shown in the ocean bill of lading which has been signed or initialed on behalf of the carrier.

ARTICLE III

General Provisions

1. The Government of the Republic of Indonesia will take all possible measures to prevent the resale or transshipment to other countries, or the use for other than domestic consumption, of the agricultural commodities purchased pursuant to this Agreement (unless such resale, transshipment or use is specifically approved by the Government of the United States of America); to prevent the

export of any commodity of either domestic or foreign origin which is the same as or like the commodities purchased pursuant to this Agreement in calendar year 1966 or any subsequent calendar year in which said commodities are being received and utilized (except where such export is specifically approved by the Government of the United States of America); and to ensure that the purchase of commodities pursuant to this Agreement does not result in increased availability of the same or like commodities to nations unfriendly to the United States of America.

2. The two Governments will take reasonable precautions to assure that sales and purchases of commodities pursuant to the Agreement will not displace usual marketings of the United States of America in these commodities or unduly disrupt world prices of agricultural commodities or normal patterns of commercial trade of countries friendly to the United States of America.

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 Indonesia will furnish quarterly information on the progress of the program, particularly with respect to the arrival and condition of the commodities and provisions for the maintenance of usual marketings, and information relating to imports and exports of the same or like commodities.

Article IV

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 V

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, this twenty-eighth day of June, 1966.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA:

Robert W. Barnett

FOR THE GOVERNMENT OF THE REPUBLIC OF INDONESIA:

W Widjatmika

TIAS 6044

The Acting Secretary of State to the Indonesian Special Representative

DEPARTMENT OF STATE
WASHINGTON
June 28, 1966

EXCELLENCY:

I have the honor to refer to the Agricultural Commodities Agreement between our two Governments signed today and to inform you of my Government's understanding of the following:

1. With regard to paragraph 4 of Article III of the Agreement, the Government of the Republic of Indonesia agrees to furnish the following information quarterly in connection with each shipment of commodities received under the Agreement: the name of each vessel, the date of arrival, the port of arrival, the commodity and quantity received, the condition in which the commodity was received, the date unloading was completed, and the disposition of the cargo, i.e., stored, distributed locally, or if shipped where shipped. In addition, the Government of the Republic of Indonesia agrees to furnish quarterly: (a) a statement of measures it has taken to prevent the re-export or transshipment of the commodities furnished and (b) assurances that the program has not resulted in the increased availability of the same or like commodities to other nations. The Government of the Republic of Indonesia agrees that the above statements will be accompanied by statistical data on imports and exports by country of origin or destination of commodities which are the same as or like those imported under the Agreement

2. As agreed in conversations which have taken place between representatives of our two Governments, the rupiah resulting from the sale of commodities financed under the Agreement will be deposited by the Government of the Republic of Indonesia in a special account in the name of the Government of the Republic of Indonesia and will be used by the Government of the Republic of Indonesia for economic and social development programs as may be mutually agreed upon by our two Governments.

3. Any rupiah resulting from the sale in Indonesia of the commodities financed under the Agreement which are loaned by the Government of the Republic of Indonesia to private or nongovernmental organizations shall be loaned at rates of interest approximately equivalent to those charged for comparable loans in Indonesia.

4. The Government of the Republic of Indonesia agrees to furnish the Government of the United States of America upon request, reports showing the total rupiah available to the Government of the Republic of Indonesia from the sale of the commodities, a list of the projects

being undertaken, and related information including the name and location of each project, the amount invested in, and its status of completion.

I shall appreciate receiving your Excellency's confirmation of the above understanding.

Accept, Excellency, assurances of my highest consideration.

For the Acting Secretary of State:

ROBERT W. BARNETT

His Excellency
W. WIDJATMIKA S.H.,
Special Representative
of the Government of the
Republic of Indonesia

The Indonesian Special Representative to the Acting Secretary of State

WASHINGTON, *June 28, 1966*

SIR:

I have the honor to refer to your note of this date referring to the Agricultural Commodities Agreement between our two Governments signed today and informing me of the understanding of the Government of the United States of America with respect to certain matters related to the Agreement.

I have the honor to confirm that the understanding set forth in your note is also the understanding of the Government of the Republic of Indonesia.

Accept, Sir, assurances of my highest consideration.

W WIDJATMIKA

The Honorable
GEORGE W. BALL,
Acting Secretary of State
of the United States of America.

MOROCCO

Agricultural Commodities

Agreement effected by exchange of notes
Signed at Rabat December 29, 1964;
Entered into force December 29, 1964.
With related notes.

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

No. 309 RABAT, *December 29, 1964*

EXCELLENCY:

I have the honor to refer to conversations between representatives of our two Governments looking toward the conclusion of an Agreement involving the purchase by the Government of the Kingdom of Morocco of certain agricultural products and the utilization of the proceeds from such purchases. Our representatives have reached an understanding on the language for such an agreement:

AGRICULTURAL COMMODITIES AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF THE KINGDOM OF MOROCCO 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 Kingdom of Morocco:

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 or normal patterns of commercial trade with friendly countries;

Considering that the purchase for Moroccan dirhams of agricultural commodities produced in the United States of America will assist in achieving such an expansion of trade;

Considering that the Moroccan dirhams accruing from such purchase 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 agricultural commodities to Morocco pursuant

to Title I of the Agricultural Trade Development and Assistance Act, [1] as amended (hereinafter referred to as the 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 MOROCCAN DIRHAMS

1. Subject to issuance by the Government of the United States of America and acceptance by the Government of the Kingdom of Morocco of purchase authorizations and to the availability of the specified commodities under the Act at the time of exportation, the Government of the United States of America undertakes to finance the sale for Moroccan dirhams to purchasers authorized by the Government of the Kingdom of Morocco of the following agricultural commodities during United States Fiscal Year 1965 in the amounts indicated:

Commodity	Export Market Value (millions)
Wheat and/or wheat flour	$6.9
Ocean transportation (estimated)	.9
Total	$7.8

2. Applications for purchase authorizations will be made within 90 days after the effective date of this agreement, except that applications for purchase authorizations for any additional commodities or amounts of commodities provided for in any amendment of this agreement will be made within 90 days after the effective date of such amendment. Purchase authorizations will include provisions relating to the sale and delivery of commodities, the time and circumstances of deposit of Moroccan dirhams accruing from such sale, and other relevant matters.

3. The financing, sale and delivery of commodities under this agreement may be terminated by either Government if that Government determines that because of changed conditions the continuation of such financing, sale or delivery is unnecessary or undesirable.

ARTICLE II

USES OF MOROCCAN DIRHAMS

The Moroccan dirhams accruing to the Government of 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 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.

[1] 68 Stat. 455; 7 U.S.C. §§ 1701–1709.

A. For United States expenditures under subsections (a), (b), (c), (d), (f) and (h) through (t) of Section 104 of the Act, or under any of such subsections, 30 percent of the Moroccan dirhams accruing pursuant to this agreement.

B. For loans to be made by the Agency for International Development of Washington (hereinafter referred to as AID) under Section 104(e) of the Act and for administrative expenses of AID in the Kingdom of Morocco incident thereto, 10 percent of the Moroccan dirhams accruing pursuant to this agreement. It is understood that:

(1) Such loans under Section 104(e) of the Act will be made to United States business firms and branches, subsidiaries, or affiliates of such firms in the Kingdom of Morocco for business development and trade expansion in the Kingdom of Morocco and to United States firms and Moroccan firms for the establishment of facilities for aiding in the utilization, distribution, or otherwise increasing the consumption of and markets for United States agricultural products.

(2) Loans will be mutually agreeable to AID and the Government of the Kingdom of Morocco, acting through the Ministry of Economic Affairs and Finance of Morocco (hereinafter referred to as the Ministry). The Minister of Economic Affairs and Finance, or his designate, will act for the Government of the Kingdom of Morocco, and the Administrator of AID, or his designate, will act for AID.

(3) Upon receipt of an application which AID is prepared to consider, AID will inform the Ministry of the identity of the applicant, the nature of the proposed business, the amount of the proposed loan, and the general purposes for which the loan proceeds would be expended.

(4) When AID is prepared to act favorably upon an application, it will so notify the Ministry and will indicate the interest rate and the repayment period which would be used under the proposed loan. The interest rate will be similar to that prevailing in the Kingdom of Morocco on comparable loans provided such rate is not lower than the cost of funds to the United States Treasury on comparable maturities, and the maturities will be consistent with the purposes of the financing.

(5) Within sixty days after the receipt of the notice that AID is prepared to act favorably upon an application, the Ministry will indicate to AID whether or not the Ministry has any objection to the proposed loan. Unless within the sixty-day period AID has received such a communication from the Ministry, it shall be understood that the Ministry has no objection to the proposed loan. When AID approves or declines the proposed loan, it will notify the Ministry.

(6) In the event the Moroccan dirhams set aside for loans under Section 104(e) of the Act are not advanced within three years from the date of this agreement because AID has not approved loans or because proposed loans have not been mutually agreeable to AID and the Ministry, the Government of the United States of America may use the Moroccan dirhams for any purpose authorized by Section 104 of the Act.

C. For a loan to the Government of the Kingdom of Morocco under Section 104(g) of the Act for financing such projects to promote economic development, including projects not heretofore included in plans of the Government of Morocco, as may be mutually agreed, 60 percent of the Moroccan dirhams accruing pursuant to this agreement. The terms and conditions of the loan and other provisions will be set forth in a separate loan agreement. In the event that agreement is not reached on the use of the Moroccan dirhams for loan purposes under Section 104(g) of the Act within three years from the date of this agreement, the Government of the United States of America may use the Moroccan dirhams for any purpose authorized by Section 104 of the Act.

ARTICLE III

DEPOSIT OF MOROCCAN DIRHAMS

1. The amount of Moroccan dirhams to be deposited to the account of the Government of the United States of America shall be the equivalent of the dollar sales value of the commodities and ocean transportation costs reimbursed or financed by the Government of the United States of America (except excess costs resulting from the requirement that United States flag vessels be used) converted into Moroccan dirhams as follows:

(a) at the rate for dollar exchange applicable to commercial import transactions on the dates of dollar disbursement by the United States, provided that a unitary exchange rate applying to all foreign exchange transactions is maintained by the Government of the Kingdom of Morocco, or

(b) if more than one legal rate for foreign exchange transactions exists, at a rate of exchange to be mutually agreed upon from time to time between the Government of the United States of America and the Government of the Kingdom of Morocco.

2. The Government of the United States of America shall determine which of its funds shall be used to pay any refunds of Moroccan dirhams which become due under this agreement or which are due or become due under any prior agricultural commodities agreement. A reserve will be maintained under this agreement for two years from the effective date of this agreement which may be used for the payment of such refunds. Any payment out of this reserve shall be treated as a reduction in the total dirhams accruing to the Government of the United States of America under this agreement.

ARTICLE IV

GENERAL UNDERTAKINGS

1. The Government of the Kingdom of Morocco will take all possible measures to prevent the resale or transshipment to other countries or the use for other than domestic purposes of the agricultural commodities purchased pursuant to this agreement (ex-

cept where such resale, transshipment or use is specifically approved by the Government of the United States of America); to prevent the export of any commodity of either domestic or foreign origin which is the same as, or like, the commodities purchased pursuant to this agreement during the period beginning on the date of this agreement and ending with the final date on which such commodities are received and utilized (except where such export is specifically approved by the Government of the United States of America); and to ensure that the purchase of commodities pursuant to this agreement does not result in increased availability of the same or like commodities to nations unfriendly to the United States of America.

2. The two Governments will take reasonable precautions to assure that all sales and purchases of agricultural commodities pursuant to this agreement will not displace usual marketings of the United States of America in these commodities or unduly disrupt world prices of agricultural commodities or normal patterns of commercial trade with friendly countries.

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 Kingdom of Morocco will furnish quarterly information on the progress of the program, particularly with respect to the arrival and condition of commodities; provisions for the maintenance of usual marketings; and information relating to imports and 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.

If the foregoing agreement is acceptable to the Government of the Kingdom of Morocco, it is understood that this note and Your Excellency's affirmative reply thereto shall constitute an agreement between our two Governments on this matter which shall enter into force on the date of Your Excellency's affirmative reply.

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

Chargé d'Affaires ad interim
L. DEAN BROWN

His Excellency
AHMED TAIBI BENHIMA
Minister of Foreign Affairs
Rabat.

TIAS 6045

The Moroccan Director of Economic Affairs to the American Chargé d'Affaires ad interim

RABAT, *le 29 Décembre 1964*

MONSIEUR LE CHARGÉ D'AFFAIRES,

J'ai l'honneur d'accuser réception de votre lettre de ce jour ainsi conçue:

"J'ai l'honneur de me référer aux conversations qui ont eu lieu entre des représentants de nos deux Gouvernements pour la conclusion d'un Accord comportant l'achat de certains produits agricoles par le Gouvernement du Royaume du Maroc et l'utilisation de la contrevaleur de ces achats. Nos représentants sont arrivés à une entente sur les termes de cet accord:

ACCORD RELATIF AUX PRODUITS AGRICOLES CONCLU ENTRE LE GOUVERNEMENT DES ETATS-UNIS D'AMERIQUE ET LE GOUVERNEMENT DU ROYAUME DU MAROC EN VERTU DU TITRE I DE LA LOI SUR LE DEVELOPPEMENT DES ECHANGES COMMERCIAUX ET DE L'AIDE EN PRODUITS AGRICOLES, TELLE QU'ELLE A ETE MODIFIEE.

Le Gouvernement des Etats-Unis d'Amérique et le Gouvernement du Royaume du Maroc:

Reconnaissant qu'il est désirable de développer le commerce des produits agricoles entre leurs deux pays et avec d'autres nations-amies d'une manière telle que ce développement ne risque pas de porter préjudice aux marchés habituels des Etats-Unis d'Amérique pour ces produits ou d'affecter indûment les prix mondiaux de ces produits agricoles, ou d'entraver les pratiques commerciales d'usage établies avec les pays amis;

Considérant que l'achat en dirhams de produits agricoles provenant des Etats-Unis d'Amérique aidera à la réalisation de ce développement commercial;

Considérant que les dirhams provenant de ces achats seront utilisés au profit des deux pays;

Désirant préciser les conventions qui régiront les ventes, visées ci-dessous, de produits agricoles au Maroc en vertu du Titre I de la Loi sur le Développement des Echanges Commerciaux et de l'Aide en Produits Agricoles, telle qu'elle a été modifiée (ci-après dénommée "la Loi"), et les dispositions que les deux Gouvernements prendront individuellement et collectivement en vue d'accélérer le développement des échanges commerciaux de ces produits;

Sont convenus de ce qui suit:

ARTICLE I

VENTES PAYABLES EN DIRHAMS MAROCAINS

1. Sous réserve de la délivrance d'autorisations d'achat par le Gouvernement des Etats-Unis d'Amérique et de l'acceptation

desdites autorisations par le Gouvernement du Royaume du Maroc, et à condition que les produits visés par la Loi soient disponibles à la date prévue pour leur exportation, le Gouvernement des Etats-Unis d'Amérique s'engage à financer les ventes à des acheteurs autorisés par le Gouvernement du Royaume du Maroc, avec paiement en dirhams, des produits agricoles suivants et pour les montants indiqués ci-dessous, pendant l'année fiscale américaine 1965:

Produit	Valeur sur le marché d'exportation (en millions de dollars)
Blé et/ou farine de blé	$6.9
Frêt maritime (estimation)	0.9
Total	$7.8

2. Les demandes d'autorisation d'achat devront être faites dans un délai de 90 jours à partir de la date d'entrée en vigueur du présent Accord, exception faite des demandes d'autorisation d'achat de tous autres produits ou quantités supplémentaires prévus par tout amendement au présent Accord qui devront être faites dans un délai de 90 jours à partir de la date d'entrée en vigueur de cet amendement. Les autorisations d'achat comporteront des dispositions relatives à la vente et à la livraison des produits, à la date et aux conditions du dépôt des dirhams marocains provenant de cette vente, et aux autres questions s'y rapportant.

3. L'un ou l'autre Gouvernement pourra mettre fin au financement, à la vente et à la livraison des produits en vertu du présent Accord s'il considère qu'en raison de changement de conditions il est inutile ou inopportun de continuer à financer, vendre ou livrer lesdits produits.

ARTICLE II

UTILISATION DES DIRHAMS

Les dirhams acquis par le Gouvernement des Etats-Unis d'Amérique à la suite des ventes effectuées conformément au présent Accord seront utilisés par le Gouvernement des Etats-Unis d'Amérique de la manière et dans l'ordre de priorité que désirera ce dernier, aux fins suivantes et dans les proportions indiquées ci-dessous:

A. Pour régler les dépenses effectuées par les Etats-Unis au titre des sous-sections (a), (b), (c), (d), (f) et (h) jusqu'à (t) inclus de la Section 104 de la Loi, ou au titre de l'une quelconque de ces sous-sections, 30 pour cent des dirhams acquis en vertu du présent Accord.

B. Pour l'octroi de prêts par l'Agency for International Development à Washington (ci-après dénommée "AID") au titre de la Section 104 (e) de la Loi, et pour les dépenses administratives s'y rapportant, engagées par l'AID au Royaume du Maroc, 10 pour cent des dirhams acquis en vertu du présent Accord. Il est entendu que:

(1) Ces prêts au titre de la Section 104(e) de la Loi seront octroyés aux firmes commerciales des Etats-Unis et aux succursales, agences ou filiales de ces firmes au Royaume du Maroc, pour le développement des affaires et l'expansion du commerce au Royaume du Maroc, ainsi qu'aux firmes américaines et marocaines pour la création d'installations destinées à aider l'utilisation, la distribution, ou à étendre de toute autre façon la consommation et les marchés des produits agricoles des Etats-Unis.

(2) Les prêts feront l'objet de l'acceptation mutuelle de l'AID et du Gouvernement du Royaume du Maroc représenté par le Ministère des Affaires Economiques et des Finances du Maroc (ci-après dénommé "le Ministère"). Le Ministre des Affaires Economiques et des Finances, ou son délégué, représentera le Gouvernement Marocain, et l'Administrateur de l'AID, ou son délégué, représentera l'AID.

(3) A la réception d'une demande que l'AID accepte de prendre en considération, l'AID informera le Ministère de l'identité du demandeur, de la nature de l'affaire proposée, du montant du prêt proposé et des fins générales auxquelles serait destiné le montant du prêt.

(4) Quant l'AID sera disposée à donner une suite favorable à une demande, elle en informera le Ministère et indiquera le taux d'intérêt et la période de remboursement qui seraient appliqués au prêt proposé. Le taux d'intérêt sera semblable à celui qui est pratiqué au Royaume du Maroc sur des prêts comparables, pourvu que ce taux ne soit pas inférieur au taux d'emprunt payé par le Trésor des Etats-Unis sur les échéances comparables et les échéances seront en rapport avec les objectifs du financement.

(5) Dans les 60 jours à compter de la réception de l'avis aux termes duquel l'AID est disposée à donner une suite favorable à une demande, le Ministère indiquera à l'AID si, oui ou non, il voit une objection au prêt proposé. Si dans un délai de 60 jours l'AID n'a pas reçu cette information du Ministère, il sera entendu que le Ministère ne voit aucune objection au prêt proposé. Quant l'AID approuvera ou rejettera le prêt proposé, elle en avisera le Ministère.

(6) Au cas où les dirhams réservés pour des prêts au titre de la Section 104(e) de la Loi ne seraient pas avancés dans un délai de trois ans à compter de la date du présent Accord, soit parce que l'AID n'a pas approuvé les prêts proposés, soit parce que ceux-ci n'ont pas fait l'objet de l'acceptation mutuelle de l'AID et du Ministère, le Gouvernement des Etats-Unis d'Amérique pourra utiliser les dirhams à toute fin autorisée par la Section 104 de la Loi.

C. Pour l'octroi d'un prêt au Gouvernement du Royaume du Maroc au titre de la Section 104(g) de la Loi, pour financer des projets destinés à stimuler le développement économique, y compris des projets non inclus jusqu'ici dans les plans du Gouvernement marocain, selon qu'il pourra être mutuellement convenu, 60 pour cent des dirhams acquis en vertu du présent Accord. Les clauses et conditions des prêts et autres dispositions seront précisées dans un accord de prêt séparé. Au cas où l'accord ne pourrait se faire sur l'utilisation des

dirhams à des fins de prêt, au titre de la Section 104(g) de la Loi, dans un délai de trois ans à compter de la date du présent Accord, le Gouvernement des Etats-Unis d'Amérique pourrait utiliser les dirhams à toute autre fin autorisée par la Section 104 de la Loi.

ARTICLE III

DEPOT DES DIRHAMS MAROCAINS

1. La somme en dirhams qui sera déposée au compte du Gouvernement des Etats-Unis d'Amérique devra correspondre à la valeur marchande en dollars des produits et aux frais de transport maritime remboursés ou financés par le Gouvernement des Etats-Unis d'Amérique (à l'exception des frais supplémentaires résultant de l'obligation d'utiliser des navires battant pavillon des Etats-Unis) convertis en dirhams selon les modalités indiquées ci-après:

(a) au taux de change du dollar applicable aux opérations commerciales d'importation aux dates des paiements en dollars effectués par les Etats-Unis, à la condition que le Royaume du Maroc applique un taux de change unique à toutes les opérations de change, ou

(b) s'il existe plus d'un taux légal applicable aux opérations de change, à un taux de change qui fera l'objet de temps à autre, d'un accord mutuel entre le Gouvernement des Etats-Unis d'Amérique et le Gouvernement du Royaume du Maroc.

2. Le Gouvernement des Etats-Unis d'Amérique déterminera ceux de ses fonds à utiliser pour effectuer tous remboursements de dirhams qui pourraient être exigibles ou qui pourraient le devenir au titre du présent Accord, ou au titre de tout autre accord précédent sur les produits agricoles. Au titre du présent Accord, une réserve sera maintenue pendant deux ans à compter de la date d'entrée en vigueur dudit Accord, réserve qui pourra être utilisée pour faire ces remboursements. Tout paiement prélevé sur cette réserve sera considéré comme une réduction du total des dirhams acquis par le Gouvernement des Etats-Unies d'Amérique au titre du présent Accord.

ARTICLE IV

DISPOSITIONS GENERALES

1. Le Gouvernement du Royaume du Maroc prendra toutes dispositions utiles pour empêcher la revente ou le transbordement vers d'autres pays des produits agricoles achetés en vertu des dispositions du présent Accord, ou l'utilisation de ces produits à des fins autres que celle devant satisfaire les besoins du pays (sauf dans les cas où leur revente, leur transbordement ou leur utilisation seraient expréssément approuvés par le Gouvernement des Etats-Unis d'Amérique); pour empêcher l'exportation de tout produit d'origine locale ou étrangère qui serait identique ou semblable aux produits achetés en vertu du présent Accord pendant la période commençant à la date du présent

Accord et finissant à la date finale à laquelle ces produits sont reçus et utilisés (sauf si cette exportation est spécifiquement approuvée par le Gouvernement des Etats-Unis d'Amérique); et pour s'assurer que l'achat desdits produits en vertu du présent Accord n'aura pas pour effet d'augmenter les disponibilités de ces produits ou de produits similaires à des pays non-amis des Etats-Unis d'Amérique.

2. Les deux Gouvernements prendront les précautions raisonnables pour s'assurer que toutes les ventes et tous les achats de produits agricoles effectués en vertu du présent Accord ne portent pas préjudice aux marchés habituels des Etats-Unis d'Amérique pour ces produits, ou n'affectent pas indûment les prix mondiaux de ces produits agricoles; ou n'entravent pas les pratiques commerciales d'usage avec les pays amis.

3. Aux fins d'application du présent Accord, les deux Gouvernements chercheront à faire prévaloir des conditions commerciales permettant aux négociants du secteur privé d'exercer leur commerce sans entrave; ils s'efforceront en outre de créer de nouveaux marchés pour les produits agricoles et d'élargir constamment ces marchés.

4. Le Gouvernement du Royaume du Maroc fournira des renseignements trimestriels sur l'état d'avancement du programme, notamment en ce qui concerne l'arrivée et l'état des produits, les mesures prises pour maintenir les marchés habituels, ainsi que des renseignements sur l'importation et l'exportation de ces produits ou de produits similaires.

ARTICLE V

CONSULTATIONS

A la requête de l'un d'eaux, les deux Gouvernements se consulteront en ce qui concerne toute question relative à l'application du présent Accord ou à l'exécution des dispositions prévues en vertu du présent Accord.

Si l'Accord ci-dessus a l'agrément du Gouvernement du Royaume du Maroc, il est entendu que la présente Note et la réponse affirmative de Votre Excellence constitueront un accord entre nos deux Gouvernements à ce sujet, accord qui entrera en vigueur à la date de la réponse affirmative de Votre Excellence."

J'ai l'honneur de vous confirmer l'accord de mon Gouvernement sur les dispositions prévues ci-dessus.

Veuillez agréer, Monsieur le Chargé d'Affaires, l'assurance de ma haute considération ./.

Abdelhamid Kriem
Directeur des Affaires Economiques.

Monsieur le CHARGÉ D'AFFAIRES A.I.
DES ETATS-UNIS D'AMÉRIQUE
– Rabat –

TIAS 6045

Translation

RABAT, *December 29, 1964*

MR. CHARGÉ D'AFFAIRES:

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

[For the English language text see *ante*, p. 847.]

I have the honor to confirm my Government's approval of the provisions set forth above.

Please accept, Mr. Chargé d'Affaires, the assurance of my high consideration.

ABDELHAMID KRIEM

Abdelhamid Kriem
Director of Economic Affairs

THE CHARGÉ D'AFFAIRES AD INTERIM OF THE
UNITED STATES OF AMERICA,
Rabat.

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

No. 310 RABAT, *December 29, 1964*

EXCELLENCY:

I have the honor to refer to the Agricultural Commodities Agreement between our two Governments effected by an exchange of notes today and to inform you of my Government's understanding of the following:

(1) In expressing its agreement with the Government of the United States of America that deliveries under the agreement should not unduly disrupt world prices of agricultural commodities or impair trade relations among friendly nations, the Government of the Kingdom of Morocco agrees that it will procure and import with its own resources in addition to the wheat to be purchased under the terms of the agreement,

at least 125,000 metric tons of wheat and/or wheat flour in grain equivalent from the United States of America and countries friendly to it during the United States fiscal year 1965. This will be in addition to purchases under the terms of the agreement. If deliveries extend into a subsequent period, the level of usual marketing requirements for such period will be determined at the time the request for extension of deliveries is made. The Government of the Kingdom of Morocco further agrees not to export

wheat (including durum) and/or products thereof while commodities under the agreement are being imported and utilized.

(2) With regard to paragraph 4 of Article IV of the agreement, the Government of the Kingdom of Morocco agrees to furnish quarterly the following information in connection with each shipment of commodities received under the agreement: the name of each vessel; the date of arrival; the port of arrival; the commodity and quantity received; the condition in which received; the date unloading was completed; and the disposition of the cargo, i.e., stored, distributed locally, or, if shipped, where shipped. In addition, the Government of the Kingdom of Morocco agrees to furnish quarterly: (a) a statement of measures it has taken to prevent the resale or transhipment of commodities furnished, (b) assurances that the program has not resulted in increased availability of the same or like commodities to other nations and (c) a statement by the Government showing progress made toward fulfilling commitments on usual marketings.

The Government of the Kingdom of Morocco further agrees that the above statements will be accompanied by statistical data on imports and exports by country of origin or destination of commodities which are the same or like those imported under the agreement.

(3) The Government of the Kingdom of Morocco will provide, upon request of the Government of the United States of America, facilities for conversion into other non-dollar currencies of the following amounts of dirhams: (1) for purposes of section 104(a) of the Act, $156,000 worth or two percent of the dirhams accruing under the agreement, whichever is greater, to finance agricultural market development activities in other countries; and (2) for purposes of section 104(h) of the Act and for the purposes of the Mutual Educational and Cultural Exchange Act of 1961, [1] up to $150,000 worth of dirhams to finance educational and cultural exchange programs and activities in other countries.

(4) The Government of the United States of America may utilize the dirhams in the Kingdom of Morocco to pay for travel which is part of a trip in which the traveler travels from, to or through the Kingdom of Morocco. It is understood that these funds are intended to cover only travel by persons who are traveling on official business for the Government of the United States of America or in connection with activities financed by the Government of the United States of America. It is further understood that the travel for which dirhams may be utilized shall not be limited to services provided by Moroccan transportation facilities.

I shall appreciate receiving Your Excellency's confirmation of the above understanding.

[1] 75 Stat. 527; 22 U.S.C. § 2451 note.

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

Chargé d'Affaires ad interim
L. DEAN BROWN

His Excellency
AHMED TAIBI BENHIMA
Minister of Foreign Affairs
Rabat.

The Moroccan Director of Economic Affairs to the American Chargé d'Affaires ad interim

RABAT, *le 29 Décembre 1964.*

MONSIEUR LE CHARGÉ D'AFFAIRES,

J'ai l'honneur d'accuser réception de votre lettre de ce jour ainsi conçue:

"J'ai l'honneur de me référer à l'Accord sur les Produits Agricoles réalisé ce jour par échange de notes entre nos deux Gouvernements et de vous faire part de l'entente de mon Gouvernement sur ce qui suit:

(1) Tout en exprimant son accord avec le Gouvernement des Etats-Unis d'Amérique sur le fait que les livraisons prévues par l'Accord ne doivent pas affecter indûment les prix mondiaux des produits agricoles ni porter préjudice aux relations commerciales entre pays amis, le Gouvernement du Royaume du Maroc convient de se procurer et d'importer à l'aide de ses propres ressources, en plus du blé qui sera acheté au titre de l'Accord précité:

Au moins 125.000 tonnes métriques de blé et/ou une quantité équivalente sous forme de farine de blé des Etats-Unis d'Amérique et des pays amis des Etats-Unis d'Amérique pendant l'année fiscale (U.S.) 1965. Ceci s'entend en plus des achats effectués au titre de l'Accord. Si les livraisons se prolongent sur une période ultérieure, le montant des besoins commerciaux pour cette période sera déterminé au moment où la demande d'extension des livraisons sera formulée. Le Gouvernement du Royaume du Maroc s'engage en outre à ne pas exporter de blé (y compris le blé dur) et/ou des produits du blé, tant que les produits prévus par l'Accord seront importés et utilisés.

(2) En ce qui concerne le paragraphe 4 de l'Article IV de l'Accord, le Gouvernement du Royaume du Maroc convient de fournir chaque trimestre les renseignements suivants concernant chacune des expéditions de produits reçus aux termes de l'Accord: le nom de chaque navire; la date d'arrivée; le port de débarquement; la nature et la quantité du produit reçu; l'état dans lequel la livraison a été réceptionnée; la date à laquelle le déchargement a été terminé; enfin la disposition de la cargaison, c'est-à-dire si elle a été emmagasinée,

distribuée sur place, ou embarquée et dans ce cas vers quelle destination. En outre, le Gouvernement du Maroc convient de fournir chaque trimestre: (a) un état des mesures qu'il aura prises pour empêcher la revente ou le transit des produits livrés, (b) des assurances que le programme n'aura pas eu pour effet d'accroître les disponibilités de ces produits ou de produits semblables pour d'autres pays, et (c) une déclaration du Gouvernement faisant ressortir les progrès réalisés pour remplir ses engagements à l'égard des marchés habituels.

Le Gouvernement du Royaume du Maroc convient d'autre part de joindre à ces états des données statistiques sur les importations et exportations par pays d'origine ou de destination, concernant les produits identiques ou similaires à ceux importés au titre de l'Accord.

(3) Le Gouvernement du Royaume du Maroc donnera, à la demande du Gouvernement des Etats-Unis d'Amérique, toutes facilités pour la conversation en devises autres que le dollar des montants suivants de dirhams: (1) aux fins d'application de la section 104 (a) de la Loi, l'équivalent en dirhams de $156,000, ou deux pour cent des dirhams acquis en vertu de l'Accord, quel que soit le chiffre le plus élevé, pour financer les travaux relatifs à la création de nouveaux marchés agricoles dans d'autres pays; et (2) aux fins d'application de la section 104 (h) de la Loi et à celles de la Loi sur les Echanges Educatifs et Culturels de 1961, une somme ne dépassant pas l'équivalent en dirhams de $150,000 pour financer les programmes et activités en matière d'échanges éducatifs et culturels dans d'autres pays.

(4) Le Gouvernement des Etats-Unis d'Amérique pourra utiliser les dirhams au Royaume du Maroc pour payer les frais de déplacement faisant partie de voyages au départ, à destination ou à l'intérieur du Maroc. Il est entendu que ces fonds serviront uniquement à couvrir les frais de voyage des personnes qui sont en déplacement officiel pour le Gouvernement des Etats-Unis d'Amérique ou en rapport avec des activités financées par le Gouvernement des Etats-Unis d'Amérique. Il est également entendu que les voyages pour lesquels les dirhams peuvent être utilisés ne seront pas limités aux services offerts par les sociétés de transport marocaines.

Je serais obligé à Votre Excellence de me confirmer son accord sur ce qui précède".

J'ai l'honneur de vous confirmer l'accord de mon Gouvernement sur les dispositions prévues ci-dessus.

Veuillez agréer, Monsieur le Chargé d'Affaires, l'assurance de ma haute considération./.

Abdelhamid Kriem
Directeur des Affaires Economiques

Monsieur le CHARGÉ D'AFFAIRES A.I.
DES ETATS-UNIS D'AMÉRIQUE
– Rabat –

Translation

RABAT, *December 29, 1964*

MR. CHARGÉ D'AFFAIRES:

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

[For the English language text see *ante*, p. 857.]

I have the honor to confirm my Government's approval of the foregoing provisions.

Please accept, Mr. Chargé d'Affaires, the assurance of my high consideration.

ABDELHAMID KRIEM

Abdelhamid Kriem
Director of Economic Affairs

THE CHARGÉ D'AFFAIRES AD INTERIM OF THE
UNITED STATES OF AMERICA,
Rabat.

UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND

Atomic Energy: Cooperation for Civil Power Applications

Agreement signed at Washington June 2, 1966;
Entered into force July 15, 1966.

AGREEMENT FOR COOPERATION IN THE CIVIL POWER APPLICATIONS OF ATOMIC ENERGY BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF THE UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND

The Government of the United States of America including the United States Atomic Energy Commission (hereinafter referred to as the United States) and the Government of the United Kingdom of Great Britain and Northern Ireland, on its own behalf and on behalf of the United Kingdom Atomic Energy Authority (hereinafter referred to as the United Kingdom);

Desiring to engage in cooperation in furthering the use of atomic energy in civil power applications;

Have agreed as follows:

ARTICLE I

Scope of Agreement

A. Subject to the availability of personnel and material, and the applicable laws, directives, regulations and license requirements in force in their respective countries, the Parties shall assist each other, as hereinafter described, in furthering the use of atomic energy in civil power applications, including merchant marine propulsion. It is the intent of the Parties that such assistance shall be rendered on a reciprocal basis.

B. Restricted Data shall not be communicated under this Agreement, and no material shall be transferred and no service shall be furnished under this Agreement if the transfer of such material or the furnishing of such service involves the communication of Restricted Data.

C. This Agreement shall not require the exchange of any information which the Parties are not permitted to communicate because the information is privately owned or has been received from another Government.

ARTICLE II

Exchange of Information

The Parties shall exchange general information in the development of atomic energy in civil power applications. Detailed information and applied information in this field shall be exchanged to such an extent and under such terms and conditions as may be agreed.

ARTICLE III

Responsibility of Receiving Party

The application or use of any information (including design drawings and specifications) or material exchanged or transferred 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 or material for any particular use or application.

ARTICLE IV

Materials for Civil Power Applications

A. The Commission is prepared to sell to the United Kingdom, on terms and conditions to be agreed, such quantities as may be agreed of uranium enriched in the isotope U-235 for fueling reactors in the United Kingdom civil nuclear power programs (including programs for merchant marine propulsion).

B. The Commission is also prepared to enter into contracts for the producing or enriching, or both, after December 31, 1968, in facilities owned by the Commission, of special nuclear material for the account of the United Kingdom, for the uses specified in paragraph A of this Article to such extent and subject to such terms and conditions as may be established by the Commission.

C. With regard to the transactions provided for in this Article it is understood that:

(1) contracts specifying quantities, enrichments, delivery schedules and other terms and conditions of supply or service will be executed on a timely basis between the Commission and the Authority;

(2) prices for enriched uranium sold or for services performed, and the advance notice required for delivery, will be those in effect at the time of delivery for users in the United States. The Commission may agree to supply enriched uranium or perform enrichment services upon shorter notice, subject to assessment of such surcharge to the usual base price as the Commission may consider reasonable to cover abnormal production costs incurred by the Commission by reason of such shorter notice.

D. The enriched uranium supplied hereunder may contain up to twenty percent (20%) in the isotope U–235. The Commission, however, may make available a portion of the enriched uranium supplied hereunder as material containing more than 20% in the isotope U–235 when there is a technical or economic justification for such a transfer.

E. It is agreed that, should the total quantity of enriched uranium which the Commission has agreed to provide pursuant to this and other Agreements for Cooperation reach the maximum quantity of enriched uranium which the Commission has available for such purposes, and should the United Kingdom not have executed contracts covering the adjusted net quantity specified in Article V, the Commission may request, upon reasonable notice, that the United Kingdom execute contracts for all or any part of such enriched uranium as is not then under contract. It is understood that, should the United Kingdom not execute contracts in accordance with a request by the Commission hereunder, the Commission shall be relieved of all obligations to the United Kingdom with respect to the enriched uranium for which contracts have been so requested.

Article V

Quantity of Material Available for Transfers

The adjusted net quantity of U–235 in enriched uranium transferred from the United States to the United Kingdom under Article IV and Article VI during the period of this Agreement for Cooperation shall not exceed 8000 kilograms in the aggregate. The following method of computation shall be used in calculating transfers, within the said ceiling quantity of 8000 kilograms of U–235, made under said Articles:

From:

(1) The quantity of U–235 contained in enriched uranium transferred under said Articles, minus

(2) The quantity of U–235 contained in an equal quantity of uranium of normal isotopic assay,

Subtract:

(3) The aggregate of the quantities of U-235 contained in recoverable uranium of United States origin either transferred to the United States or to any other nation or group of nations with the approval of the United States pursuant to this Agreement, minus

(4) The quantity of U-235 contained in an equal quantity of uranium of normal isotopic assay.

ARTICLE VI

Cooperation Between Persons Under the Jurisdiction of the Parties

With respect to the subject matter of this Agreement, it is understood that arrangements may be made between either Party or authorized persons under its jurisdiction and authorized persons under the jurisdiction of the other for the transfer of materials, including special nuclear material, and for the performance of services. Such arrangements shall be subject to the limitations in Articles I and V and to the policies of the Parties with regard to transactions involving the authorized persons referred to in the preceding sentence.

ARTICLE VII

Application of Safeguards

A. The United States and the United Kingdom, recognizing the desirability of making use of the facilities and services of the International Atomic Energy Agency, agree that the Agency will be requested to assume responsibility for applying safeguards to materials transferred under this Agreement.

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

ARTICLE VIII

Guarantees

The Parties guarantee that:

A. No material transferred pursuant to this Agreement shall be used for atomic weapons or for research on or development of atomic weapons or for any other military purpose.

B. No material transferred pursuant to this Agreement shall be transferred to any unauthorized person or beyond the jurisdiction of the Party receiving it without the written consent of the Party to this Agreement from which or by permission of which it was received. Such consent will not be given on behalf of the United States unless the transfer in respect of which it is requested is within the scope of an agreement for cooperation made in accordance with Section 123 of the United States Atomic Energy Act of 1954,[1] as amended.

C. No special nuclear material produced through the use of any material transferred pursuant to this Agreement shall be used for atomic weapons or for research on or development of atomic weapons or for any other military purpose, or shall be transferred beyond the jurisdiction of the Party in whose jurisdiction it is produced without the written consent of the other Party.

D. Their respective undertakings set forth in Article VII with regard to safeguards shall be maintained.

ARTICLE IX

Definitions

For the purpose of this Agreement:

"The Authority" means the United Kingdom Atomic Energy Authority.

"The Commission" means the United States Atomic Energy Commission.

"Person" means any individual, corporation, partnership, firm, association, trust, estate, public or private institution, group, government agency or government corporation other than the Commission and the Authority.

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

"Special nuclear material" means (1) plutonium, uranium enriched in the isotope 233 or in the isotope 235, and any other material which the Commission and the Authority determine to be special nuclear material; or (2) any material artificially enriched by any of the foregoing.

[1] 68 Stat. 940; 42 U.S.C. § 2153.

ARTICLE X

Entry Into Force

This Agreement shall enter into force on the date on which each Government shall have received from the other Government written notification that it has complied with all statutory and constitutional requirements for the entry into force of the agreement [1] and shall remain in force for a period of ten years.

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

DONE at Washington this second day of June, 1966, in two original texts.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA:

ROBERT SCHAETZEL

GLENN T. SEABORG

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

PATRICK DEAN

[1] July 15, 1966.

BELGIUM

Mutual Defense Assistance

Agreement amending Annex B to the agreement of January 27, 1950.
Effected by exchange of notes
Signed at Brussels April 5 and May 26, 1966;
Entered into force May 26, 1966.

The American Ambassador to the Belgian Minister of Foreign Affairs

No. 85

EXCELLENCY:

I have the honor to refer to this Embassy's Note No. 46 of November 29, 1965, and to Note No. 443 of February 11, 1966, [1] from the Ministry of Foreign Affairs regarding a revision of Annex B to the Mutual Defense Assistance Agreement between the United States of America and Belgium [2] to provide for funds for administrative expenses in connection with the Mututal Defense Assistance Program during the year ending June 30, 1966. It was agreed by this exchange of notes that Annex B would be amended to cover the period July 1, 1965 to June 30, 1966, and that no other change in the text need be made. It is accordingly proposed that the text of Annex B be amended to read as follows:

> "In implementation of paragraph 1 of Article V of the Mutual Defense Assistance Agreement the Government of Belgium in conjunction with the Government of Luxembourg, will deposit Belgian and Luxembourg francs at such times as requested in an account designated by the United States Embassy at Brussels and the United States Embassy at Luxembourg, not to exceed in total 40,000,000 Belgian and Luxembourg francs, for their use on behalf of the Government of the United States for administrative expenditures within Belgium and Luxembourg in connection with carrying out that Agreement for the period July 1, 1965–June 30, 1966."

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[1] Not printed.
[2] TIAS 2010, 5859; 1 UST 10; 16 UST 1157.

Upon receipt of a note from Your Excellency indicating that the foregoing text is acceptable to the Belgian Government, the Government of the United States of America will consider that this note and the reply thereto constitute an agreement between the two Governments on this subject which shall enter into force on the date of Your Excellency's note.

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

RIDGWAY B. KNIGHT

EMBASSY OF THE UNITED STATES OF AMERICA,
Brussels, April 5, 1966.

His Excellency
PIERRE HARMEL,
Minister of Foreign Affairs,
Brussels.

The Belgian Minister of Foreign Affairs to the American Ambassador

MINISTÈRE DES AFFAIRES ÉTRANGÈRES
ET DU COMMERCE EXTÉRIEUR
Direction Générale
de la
Politique

P/West
N° D 7d/1641

BRUXELLES, *le 26-5-1966*

MONSIEUR L'AMBASSADEUR,

J'ai l'honneur d'accuser la réception de la lettre de Votre Excellence du 5 avril 1966, n° 85 ayant pour objet la modification pour l'exercice fiscal 1965/1966 de l'Annexe B de l'Accord pour la défense mutuelle entre la Belgique et les Etats-Unis d'Amérique.

Je tiens à marquer à Votre Excellence l'accord du Gouvernement belge sur le texte suivant:

"En exécution du paragraphe 1 de l'article V de l'Accord d'aide pour la défense mutuelle, le Gouvernement belge, conjointement avec le Gouvernement luxembourgeois, déposera, lorsqu'il en sera prié, à un compte désigné par l'Ambassade des Etats-Unis à Bruxelles et l'Ambassade des Etats-Unis à Luxembourg, à l'usage de ces dernières, au nom du Gouvernement des Etats-Unis, des francs belges et luxembourgeois, dont le total ne dépassera pas 40.000.000 de francs belges et luxembourgeois, en vue du règlement des dépenses administratives en Belgique et au Luxembourg résultant de l'exécution de cet Accord pour la période du 1er juillet 1965 au 30 juin 1966".

Je marque également mon accord pour considérer que la note de Votre Excellence en date du 5 avril 1966 et la présente réponse, constituent un accord entre les deux Gouvernements à ce sujet, qui entrera en vigueur à la date de ce jour.

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

Le Ministre des Affaires Etrangères,

PIERRE HARMEL

A Son Excellence
Monsieur R. B. KNIGHT,
Ambassadeur des Etats-Unis d'Amérique
à Bruxelles.

Translation

MINISTRY OF FOREIGN AFFAIRS
AND FOREIGN TRADE
Policy Office

P/West
No. D 7d/1641

BRUSSELS, *May 26, 1966*

MR. AMBASSADOR:

I have the honor to acknowledge the receipt of Your Excellency's note No. 85 of April 5, 1966, regarding a revision of Annex B to the Mutual Defense Assistance Agreement between Belgium and the United States of America, for the fiscal year 1965/1966.

I wish to inform Your Excellency that the following text is acceptable to the Belgian Government:

[For the English language text see *ante*, p. 868.]

I wish also to inform you that I concur in considering that Your Excellency's note of April 5, 1966 and this reply constitute an agreement between the two Governments on this subject which shall enter into force today.

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

PIERRE HARMEL
Minister of Foreign Affairs

His Excellency
RIDGWAY B. KNIGHT,
Ambassador of the United States of America,
Brussels.

ISRAEL

Trade in Cotton Textiles

Agreement amending the agreement of November 5 and 22, 1963.
Effected by exchange of notes
Signed at Washington June 30, 1966;
Entered into force June 30, 1966.

The Acting Secretary of State to the Israel Ambassador

DEPARTMENT OF STATE
WASHINGTON
June 30, 1966

EXCELLENCY:

I have the honor to refer to discussions between representatives of our two Governments concerning exports of cotton textiles from Israel to the United States and to the cotton textile agreement between our two governments effected by an exchange of notes dated November 5 and 22, 1963.[1]

In view of the special circumstances discussed by the representatives of our two Governments, I propose that, on a one-time basis, 1,200,000 pounds of yarn may be exported from Israel to the United States during the period beginning June 1, 1966 and extending through December 31, 1966, without being charged against the limitations of the agreement.

If this proposal is acceptable to the Government of Israel, this note and your Excellency's note of acceptance on behalf of the Government of Israel shall constitute an amendment to the cotton textile agreement between our two Governments.

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

For the Acting Secretary of State:
ANTHONY M. SOLOMON

His Excellency
AVRAHAM HARMAN,
Ambassador of Israel.

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[1] TIAS 5491; 14 UST 1796.

The Israel Ambassador to the Acting Secretary of State

EMBASSY OF ISRAEL
WASHINGTON, D.C.

שגרירות ישראל
וושינגטון

JUNE 30, 1966

EXCELLENCY,

I have the honor to acknowledge receipt of your Excellency's Note of this date referring to the agreement between our two Governments concerning trade in cotton textiles, effected by an exchange of notes dated November 5 and 22, 1963, which reads as follows:

"Excellency,

I have the honor to refer to discussions between representatives of our two Governments concerning exports of cotton textiles from Israel to the United States and to the cotton textile agreement between our two Governments effected by an exchange of notes dated November 5 and 22, 1963.

In view of special circumstances discussed by the representatives of our two Governments, I propose that, on a one-time basis, 1,200,000 pounds of yarn may be exported from Israel to the United States during the period beginning June 1, 1966 and extending through December 31, 1966, without being charged against the limitations of the agreement.

If this proposal is acceptable to the Government of Israel, this note and your Excellency's note of acceptance on behalf of the Government of Israel shall constitute an amendment to the cotton textile agreement between our two Governments.

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

For the Acting Secretary of State:

Anthony M. Solomon"

I have the honor to inform you that the proposals contained in your note are acceptable to the Government of Israel and that my Government considers that your note and my reply constitute an amendment of the cotton textile agreement between our two Governments.

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

AVRAHAM HARMAN

Avraham Harman
Ambassador

His Excellency
THE ACTING SECRETARY OF STATE
Washington, D.C.

TIAS 6048

MOROCCO

Agricultural Commodities

Agreement effected by exchange of notes
Signed at Rabat April 23, 1965;
Entered into force April 23, 1965.
With related notes.
And amending agreements
Effected by exchange of notes
Signed at Rabat October 8, 1965;
Entered into force October 8, 1965;
And exchange of notes
Signed at Rabat April 21, 1966;
Entered into force April 21, 1966.

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

No. 548 RABAT, *April 23, 1965*

EXCELLENCY:

I have the honor to refer to conversations between representatives of our two Governments looking toward the conclusion of an agreement involving the purchase by the Government of the Kingdom of Morocco of certain agricultural products and the utilization of the proceeds from such purchases. Our representatives have reached an understanding on the language for such an agreement:

AGRICULTURAL COMMODITIES AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF THE KINGDOM OF MOROCCO 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 Kingdom of Morocco:

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 or normal patterns of commercial trade with friendly countries;

Considering that the purchase for Moroccan dirhams of agricultural commodities produced in the United States of America will assist in achieving such an expansion of trade;

Considering that the Moroccan dirhams accruing from such purchase 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 agricultural commodities to Morocco pursuant to Title I of the Agricultural Trade Development and Assistance Act, [1] as amended (hereinafter referred to as the 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 MOROCCAN DIRHAMS

1. Subject to issuance by the Government of the United States of America and acceptance by the Government of the Kingdom of Morocco of purchase authorizations and to the availability of the specified commodities under the Act at the time of exportation, the Government of the United States of America undertakes to finance the sales for Moroccan dirhams, to purchasers authorized by the Government of the Kingdom of Morocco, of the following agricultural commodities in the amounts indicated:

Commodity	Export Market Value (Millions)
Wheat/wheat flour	$6. 1

2. Applications for purchase authorizations will be made within 90 days after the effective date of this agreement, except that applications for purchase authorizations for any additional commodities or amounts of commodities provided for in any amendment to this agreement will be made within 90 days after the effective date of such amendment. Purchase authorizations will include provisions relating to the sale and delivery of commodities, the time and circumstances of deposit of Moroccan dirhams accruing from such sale, and other relevant matters.

3. The Government of the United States of America will finance ocean transportation costs incurred pursuant to this Agreement only to the extent that the United States Department of Agriculture determines that such costs are higher than otherwise would be the case by reason of its requiring that commodities be transported in United States flag vessels. The balance of cost for commodities required to be carried in United States flag vessels shall be paid in dollars by the Government of the Kingdom of Morocco. The Government of the Kingdom of Morocco will not be required to deposit Moroccan dirhams for ocean transportation financed by the Government of the United States of America.

4. Promptly after contracting for United States flag shipping space required to be used, and in any event not later than presentation

[1] 68 Stat. 455; 7 U.S.C. §§1701–1709.

of vessel for loading, the Government of the Kingdom of Morocco will open a letter of credit, in dollars, for the estimated cost of ocean transportation for commodities carried in United States flag vessels.

5. The financing, sale and delivery of commodities under this agreement may be terminated by either Government if that Government determines that because of changed conditions the continuation of such financing, sale or delivery is unnecessary or undesirable.

ARTICLE II

USES OF MOROCCAN DIRHAMS

The Moroccan dirhams accruing to the Government of 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 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. For United States expenditures under subsections (a), (b), (c), (d), (f), and (h) through (t) of Section 104 of the Act, or under any of such subsections, 20 percent of the Moroccan dirhams accruing pursuant to this agreement.

B. For loans to be made by the Agency for International Development of Washington (hereinafter referred to as AID) under Section 104(e) of the Act and for administrative expenses of AID in Morocco incident thereto, 10 percent of the Moroccan dirhams accruing pursuant to this agreement. It is understood that:

(1) Such loans under Section 104(e) of the Act will be made to United States business firms and branches, subsidiaries, or affiliates of such firms in Morocco for business development and trade expansion in Morocco and to United States firms and Moroccan firms for the establishment of facilities for aiding in the utilization, distribution, or otherwise increasing the consumption of and markets for United States agricultural products.

(2) Loans will be mutually agreeable to AID and the Government of the Kingdom of Morocco, acting through the Ministry of Economic Affairs and Finance of Morocco (hereinafter referred to as the Ministry). The Minister of Economic Affairs and Finance, or his designate, will act for the Government of the Kingdom of Morocco, and the Administrator of AID, or his designate, will act for AID.

(3) Upon receipt of an application which AID is prepared to consider, AID will inform the Ministry of the identity of the applicant, the nature of the proposed business, the amount of the proposed loan, and the general purposes for which the loan proceeds would be expended.

(4) When AID is prepared to act favorably upon an application, it will so notify the Ministry and will indicate the interest rate and the repayment period which would be used under the pro-

posed loan. The interest rate will be similar to that prevailing in Morocco on comparable loans, provided such rate is not lower than cost of funds to the United States Treasury on comparable maturities, and the maturities will be consistent with the purposes of the financing.

(5) Within sixty days after the receipt of the notice that AID is prepared to act favorably upon an application, the Ministry will indicate to AID whether or not the Ministry has any objection to the proposed loan. Unless within the sixty-day period AID has received such a communication from the Ministry, it shall be understood that the Ministry has no objection to the proposed loan. When AID approves or declines the proposed loan it will notify the Ministry.

(6) In the event the Moroccan dirhams set aside for loans under Section 104(e) of the Act are not advanced within three years from the date of this agreement because AID has not approved loans or because proposed loans have not been mutually agreeable to AID and the Ministry, the Government of the United States of America may use the Moroccan dirhams for any purpose authorized by Section 104 of the Act.

C. For a loan to the Government of the Kingdom of Morocco under Section 104(g) of the Act for financing such projects to promote economic development, including projects not heretofore included in plans of the Government of the Kingdom of Morocco, as may be mutually agreed, 70 percent of the Moroccan dirhams accruing pursuant to this agreement. The terms and conditions of the loan and other provisions will be set forth in a separate loan agreement. In the event that agreement is not reached on the use of the Moroccan dirhams for loan purposes under Section 104(g) of the Act within three years from the date of this agreement, the Government of the United States of America may use the Moroccan dirhams for any purpose authorized by Section 104 of the Act.

ARTICLE III

DEPOSIT OF MOROCCAN DIRHAMS

1. The Government of the Kingdom of Morocco will deposit to the account of the Government of the United States of America an amount of Moroccan dirhams equivalent to the dollar sales value of the commodities financed by the Government of the United States of America converted into Moroccan dirhams at the applicable rate of exchange in effect on the date of dollar disbursement by the Government of the United States of America.

(a) If a unitary exchange rate system is maintained by the Government of the Kingdom of Morocco, the applicable rate will be the rate at which the central monetary authority of Morocco, or its authorized agent, sells foreign exchange for Moroccan dirhams.

(b) If a unitary rate system is not maintained, the applicable rate will be the rate mutually agreed upon by the Government of the United States of America and the Government of the Kingdom of Morocco.

2. The Government of the United States of America shall determine which of its funds shall be used to pay any refund of Moroccan dirhams which become due under this agreement or which are due or become due under any prior agricultural commodities agreement. A reserve will be maintained under this agreement for two years from the effective date of this agreement which may be used for the payment of such refunds. Any payment out of this reserve shall be treated as a reduction in the total dirhams accruing to the Government of the United States of America under this agreement.

ARTICLE IV

GENERAL UNDERTAKINGS

1. The Government of the Kingdom of Morocco will take all possible measures to prevent the resale or transshipment to other countries or the use for other than domestic purposes of the agricultural commodities purchased pursuant to this agreement (except where such resale, transshipment or use is specifically approved by the Government of the United States of America); to prevent the export of any commodity of either domestic or foreign origin which is the same as, or like, the commodities purchased pursuant to this agreement during the period beginning on the date of this agreement and ending with the final date on which such commodities are received and utilized (except where such export is specifically approved by the Government of the United States of America); and to ensure that the purchase of commodities pursuant to this agreement does not result in increased availability of the same or like commodities to nations unfriendly to the United States of America.

2. The two Governments will take reasonable precautions to assure that all sales and purchases of agricultural commodities pursuant to this agreement will not displace usual marketings of the United States of America in these commodities or unduly disrupt world prices of agricultural commodities or normal patterns of commercial trade with friendly countries.

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 Kingdom of Morocco will furnish quarterly information on the progress of the program, particularly with respect to the arrival and condition of commodities; provisions for the maintenance of usual marketings; and information relating to imports and 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.

If the foregoing agreement is acceptable to the Government of the Kingdom of Morocco, it is understood that this note and Your Excellency's affirmative reply shall constitute an agreement between our two Governments on this matter which shall enter into force on the date of your reply.

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

L. DEAN BROWN

L. Dean Brown
Chargé d'Affaires ad interim

His Excellency
AHMED TAÏBI BENHIMA,
Minister of Foreign Affairs,
Rabat.

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

RABAT, *le 23 Avril 1965*

MONSIEUR LE CHARGÉ D'AFFAIRES,

J'ai l'honneur d'accuser réception de votre lettre de ce jour ainsi conçue:

"J'ai l'honneur de me référer aux conversations qui ont eu lieu entre des représentants de nos deux Gouvernements pour la conclusion d'un Accord comportant l'achat de certains produits agricoles par le Gouvernement du Royaume du Maroc et l'utilisation de la contrevaleur de ces achats. Nos représentants sont arrivés à une entente sur les termes de cet accord:

ACCORD RELATIF AUX PRODUITS AGRICOLES CONCLU ENTRE LE GOUVERNEMENT DES ETATS-UNIS D'AMERIQUE ET LE GOUVERNEMENT DU ROYAUME DU MAROC EN VERTU DU TITRE I DE LA LOI SUR LE DEVELOPPEMENT DES ECHANGES COMMERCIAUX ET DE L'AIDE EN PRODUITS AGRICOLES, TELLE QU'ELLE A ETE MODIFIEE.

Le Gouvernement des Etats-Unis d'Amérique et le Gouvernement du Royaume du Maroc:

Reconnaissant qu'il est désirable de développer le commerce des produits agricoles entre leurs deux pays et avec d'autres nations amies d'une manière telle que ce développement ne risque pas de porter préjudice aux marchés habituels des Etats-Unis d'Amérique pour ces produits ou d'affecter indûment les prix mondiaux de ces produits agricoles, ou d'entraver les pratiques commerciales d'usage établies avec les pays amis;

Considérant que l'achat en dirhams de produits agricoles provenant des Etats-Unis d'Amérique aidera à la réalisation de ce développement commercial;

Considérant que les dirhams provenant de ces achats seront utilisés au profit des deux pays;

Désirant préciser les conventions qui régiront les ventes, visées ci-dessous, de produits agricoles au Maroc en vertu du Titre I de la Loi sur le Développement des Echanges Commerciaux et de l'Aide en Produits Agricoles, telle qu'elle a été modifiée (ci-après dénommée "La Loi"), et les dispositions que les deux Gouvernements prendront individuellement et collectivement en vue d'accélérer le développement des échanges commerciaux de ces produits;

Sont convenues de ce qui suit:

ARTICLE I

VENTES PAYABLES EN DIRHAMS MAROCAINS.

1. Sous réserve de la délivrance d'autorisations d'achat par le Gouvernement des Etats-Unis d'Amérique et de l'acceptation desdites autorisations par le Gouvernement du Royaume du Maroc, et à condition que les produits visées par la Loi soient disponibles à la date prévue pour leur exportation, le Gouvernement des Etats-Unis d'Amérique s'engage à financer les ventes à des acheteurs autorisés par le Gouvernement du Royaume du Maroc, avec paiement en dirhams, des produits agricoles suivants et pour les montants indiqués ci-dessous.

Produit	Valeur sur le marché d'exportation (en millions de dollars)
Blé/farine de blé	$6, 1

2. Les demandes d'autorisation d'achat devront être faites dans un délai de 90 jours à partir de la date d'entrée en vigueur du présent Accord, exception faite des demandes d'autorisation d'achat de tous autres produits ou quantités supplémentaires prévus par tout amendement au présent Accord qui devront être faites dans un délai de 90 jours à partir de la date d'entrée en vigueur de cet amendement. Les autorisations d'achat comporteront des dispositions relatives à la vente et à la livraison des produits, à la date et aux conditions du dépôt des dirhams marocains provenant de cette vente, et aux autres questions s'y rapportant.

3. Le Gouvernement des Etats-Unis d'Amérique ne financera les frais de transport maritime encourus en vertu du présent Accord que dans la mesure où le Département de l'Agriculture des Etats-Unis déterminera que ces frais sont plus élevés qu'ils ne l'auraient été autrement, du fait qu'il exige que les produits soient transportés par des navires battant pavillon des Etats-Unis. Le solde des frais pour les produits devant être transportés par des navires battant pavillon des Etats-Unis sera payé en dollars par le Gouvernement du Royaume du Maroc. Le Gouvernement du Royaume du Maroc ne sera pas obligé de déposer des dirhams marocains pour le transport maritime financé par le Gouvernement des Etats-Unis d'Amérique.

4. Aussitôt après avoir retenu le frêt nécessaire sur des navires battant pavillon des Etats-Unis, et en tout cas pas plus tard que l'arrivée du bateau au chargement, le Gouvernement du Royaume du Maroc ouvrira un accréditif en dollars, pour le coût estimé du transport maritime des produits chargés sur navires battant pavillon des Etats-Unis.

5. L'un ou l'autre Gouvernement pourra mettre fin au financement, à la vente et à la livraison des produits en vertu du présent Accord s'il considère qu'en raison de changement de conditions il est inutile ou inopportun de continuer à financer, vendre ou livrer lesdits produits.

ARTICLE II

UTILISATION DES DIRHAMS

Les dirhams acquis par le Gouvernement des Etats-Unis d'Amérique à la suite des ventes effectuées conformément au présent Accord seront utilisés par le Gouvernement des Etats-Unis d'Amérique de la manière et dans l'ordre de priorité que désirera ce dernier, aux fins suivantes et dans les proportions indiquées ci-dessous:

A. Pour régler les dépenses effectuées par les Etats-Unis au titre des sous-sections (a), (b), (c), (d), (f) et (h) jusqu'à (t) inclus de la Section 104 de la Loi, ou au titre de l'une quelconque de ces sous-sections, 20 pour cent des dirhams acquis en vertu du présent Accord.

B. Pour l'octroi de prêts par l'Agency for International Development à Washington (ci-après dénommée "AID") au titre de la Section 104 (e) de la Loi, et pour les dépenses administratives s'y rapportant, engagées par l'AID au Maroc, 10 pour cent des dirhams acquis en vertu du présent Accord. Il est entendu que:

(1) Ces prêts au titre de la Section 104 (e) de la Loi seront octroyés aux firmes commerciales des Etats-Unis et aux succursales, agences ou filiales de ces firmes au Maroc, pour le développement des affaires et l'expansion du commerce au Maroc, ainsi qu'aux firmes américaines et marocaines pour la création d'installations destinées à aider l'utilisation, la distribution, ou à étendre de toute autre façon la consommation et les marchés des produits agricoles des Etats-Unis.

(2) Les prêts feront l'objet de l'acceptation mutuelle de l'AID et du Gouvernement du Royaume du Maroc représenté par le Ministère des Affaires Economiques et des Finances du Maroc (ci-après dénommé "Le Ministère"). Le Ministre des Affaires Economiques et des Finances, ou son délégué, représentera le Gouvernement Marocain, et l'Administrateur de l'AID, ou son délégué, représentera l'AID.

(3) A la réception d'une demande que l'AID accepte de prendre en considération, l'AID informera le Ministère de l'identité du demandeur, de la nature de l'affaire proposée, du montant du prêt proposé et des fins générales auxquelles serait destiné le montant du prêt.

(4) Quand l'AID sera disposée à donner une suite favorable à une demande, elle en informera le Ministère et indiquera le taux d'intérêt et la période de remboursement qui seraient appliqués au prêt proposé. Le taux d'intérêt sera semblable à celui qui est pratiqué au Maroc sur des prêts comparables, pourvu que ce taux ne soit pas inférieur au taux d'emprunt payé par le Trésor des Etats-Unis sur des échéances comparables, et les échéances seront en rapport avec les objectifs du financement.

(5) Dans les 60 jours à compter de la réception de l'avis aux termes duquel l'AID est disposée à donner une suite favorable à une demande, le Ministère indiquera à l'AID si, oui ou non, il voit une objection au prêt proposé. Si dans un délai de 60 jours l'AID n'a pas reçu cette information du Ministère, il sera entendu que le Ministère ne voit aucune objection au prêt proposé. Quand l'AID approuvera ou rejettera le prêt proposé, elle en avisera le Ministère.

(6) Au cas où les dirhams réservés pour des prêts au titre de la Section 104(e) de la Loi ne seraient pas avancés dans un délai de trois ans à compter de la date du présent Accord, soit parce que l'AID n'a pas approuvé les prêts proposés, soit parce que ceux-ci n'ont pas fait l'objet de l'acceptation mutuelle de l'AID et du Ministère, le Gouvernement des Etats-Unis d'Amérique pourra utiliser les dirhams à toute fin autorisée par la Section 104 de la Loi.

C. Pour l'octroi d'un prêt au Gouvernement du Royaume du Maroc au titre de la Section 104(g) de la Loi, pour financer des projets destinés à stimuler le développement économique, y compris des projets non inclus jusqu'ici dans les plans du Gouvernement du Royaume du Maroc, selon qu'il pourra être mutuellement convenu, 70 pour cent des dirhams acquis en vertu du présent Accord. Les clauses et conditions des prêts et autres dispositions seront précisées dans un accord de prêt séparé. Au cas où l'accord ne pourrait se faire sur l'utilisation des dirhams à des fins de prêt, au titre de la Section 104(g) de la Loi, dans un délai de trois ans à compter de la date du présent Accord, le Gouvernement des Etats-Unis d'Amérique pourrait utiliser les dirhams à toute autre fin autorisée par la Section 104 de la Loi.

ARTICLE III

DEPOT DES DIRHAMS MAROCAINS

1. Le Gouvernement du Royaume du Maroc déposera au compte du Gouvernement des Etats-Unis d'Amérique une somme en dirhams marocains équivalente à la valeur des ventes en dollars des produits financés par le Gouvernement des Etats-Unis d'Amérique, convertie en dirhams marocains au taux de change en vigueur à la date du paiement en dollars par le Gouvernement des Etats-Unis d'Amérique.

(a) Si un système de taux de change unitaire est pratiqué par le Gouvernement du Royaume du Maroc, le taux applicable sera le cours auquel l'autorité monétaire centrale du Maroc, ou son agent autorisé, vend les devises étrangères contre dirhams marocains.

(b) A défaut de système de taux unitaire, le taux applicable sera le cours ayant fait l'objet d'un accord mutuel entre le Gouvernement des Etats-Unis d'Amérique et le Gouvernement du Royaume du Maroc.

2. Le Gouvernement des Etats-Unis d'Amérique déterminera ceux de ses fonds à utiliser pour effectuer tous remboursements de dirhams qui pourraient être exigibles ou qui pourraient le devenir au titre du présent Accord, ou au titre de tout autre accord précédent sur les produits agricoles. Au titre du présent accord, une réserve sera maintenue pendant deux ans à compter de la date d'entrée en vigueur dudit Accord, réserve qui pourra être utilisée pour faire ces remboursements. Tout paiement prélevé sur cette réserve sera considéré comme une réduction du total des dirhams acquis par le Gouvernement des Etats-Unis d'Amérique au titre du présent Accord.

ARTICLE IV

DISPOSITIONS GENERALES

1. Le Gouvernement du Royaume du Maroc prendra toutes dispositions utiles pour empêcher la revente ou le transbordement vers d'autres pays des produits agricoles achetésen vertu des dispositions du présent Accord, ou l'utilisation de ces produits à des fins autres que celles devant satisfaire les besoins du pays (sauf dans les cas où leur revente, leur transbordement ou leur utilisation seraient expréssément approuvés par le Gouvernement des Etats-Unis d'Amérique); pour empêcher l'exportation de tout produit d'origine locale ou étrangère qui serait identique ou semblable aux produits achetés en vertu du présent Accord pendant la période commençant à la date du présent Accord et finissant à la date finale à laquelle ces produits sont reçus et utilisés (sauf si cette exportation est spécifiquement approuvée par le Gouvernement des Etats-Unis d'Amérique); et pour s'assurer que l'áchat desdits produits en vertu du présent accord n'aura pas pour

effet d'augmenter les disponibilités de ces produits ou de produits similaires à des pays non-amis des Etats-Unis d'Amérique.

2. Les deux Gouvernement prendront les précautions raisonnables pour s'assurer que toutes les ventes et tous les achats de produits agricoles effectués en vertu du présent Accord ne portent pas préjudice aux marchés habituels des Etats-Unis d'Amérique pour ces produits, ou n'affectent pas indûment les prix mondiaux de ces produits agricoles, ou n'entravent pas les pratiques commerciales d'usage avec les pays amis.

3. Aux fins d'application du présent Accord, les deux Gouvernements chercheront à faire prévaloir des conditions commerciales permettant aux négociants du secteur privé d'exercer leur commerce sans entraves; ils s'efforceront en outre de créer de nouveaux marchés pour les produits agricoles et d'élargir constamment ces marchés.

4. Le Gouvernement du Royaume du Maroc fournira des renseignements trimestriels sur l'état d'avancement du programme, notamment ce qui concerne l'arrivée et l'état des produits, les mesures prises pour maintenir les marchés habituels, ainsi que des renseignements sur l'importation et l'exportation de ces produits ou de produits similaires.

ARTICLE V

CONSULTATIONS.

A la requête de l'un d'eux, les deux Gouvernements se consulteront en ce qui concerne toute question relative à l'application du présent Accord ou à l'exécution des dispositions prévues en vertu du présent Accord.

Si l'Accord ci-dessus a l'agrément du Gouvernement du Royaume du Maroc, il est entendu que la présente Note et la réponse affirmative de Votre Excellence constitueront un accord entre nos deux Gouvernements à ce sujet, accord qui entrera en vigueur à la date de la réponse affirmative de Votre Excellence.

J'ai l'honneur de vous confirmer l'accord de mon Gouvernement sur ce qui précède.

Veuillez agréer, Monsieur le Chargé d'Affaires, les assurance renouvelées de ma haute considération./.

Le Ministre des Affaires Etrangères

[SEAL]

Ahmed Taïbi Benhima

Monsieur le CHARGÉ D'AFFAIRES AD INTERIM
DES ETATS-UNIS D'AMÉRIQUE
– Rabat –

Translation

RABAT, *April 23, 1965*

SIR:

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

[For the English language text see *ante*, p. 873.]

I have the honor to confirm to you my Government's acceptance of the foregoing.

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

AHMED TAÏBI BENHIMA

Ahmed Taïbi Benhima
Minister of Foreign Affairs

THE CHARGÉ D'AFFAIRES AD INTERIM
OF THE UNITED STATES OF AMERICA,
Rabat.

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

No. 549

RABAT, *April 23, 1965*

EXCELLENCY:

I have the honor to refer to the Agricultural Commodities Agreement between our two Governments effected by an exchange of notes today and to inform you of my Government's understanding of the following:

(1) In expressing its agreement with the Government of the United States of America that deliveries under the agreement should not unduly disrupt world prices of agricultural commodities or impair trade relations among friendly nations, the Government of the Kingdom of Morocco agrees that at least 125,000 metric tons of wheat and/or wheat flour in grain equivalent which it agreed in the Agricultural Commodities Agreement of December 29, 1964, to procure and import with its own resources from the United States of America and countries friendly to it during United States fiscal year 1965 in addition to the wheat to be purchased under the terms of that agreement will also be in addition to purchases under the terms of the agreement effected by an exchange of notes today. If deliveries extend into a subsequent period, the level of usual marketing requirements for such period will be determined at the time the request for extension of deliveries is made. The Government of the Kingdom of Morocco further agrees not to export wheat (including durum) and/or products

thereof while commodities under this agreement are being imported and utilized.

(2) With regard to paragraph 4 of Article IV of the agreement, the Government of the Kingdom of Morocco agrees to furnish quarterly the following information in connection with each shipment of commodities received under the agreement: the name of each vessel, the date of arrival, the port of arrival, the commodity and quantity received; the condition in which received; the date unloading was completed, and the disposition of the cargo, i.e., stored, distributed locally, or, if shipped, where shipped. In addition, the Government of the Kingdom of Morocco agrees to furnish quarterly: (a) a statement of measures it has taken to prevent the resale or transshipment of commodities furnished, (b) assurances that the program has not resulted in increased availability of the same or like commodities to other nations and (c) a statement by the Government showing progress made toward fulfilling commitments on usual marketings.

The Government of the Kingdom of Morocco further agrees that the above statements will be accompanied by statistical data on imports and exports by country of origin or destination of commodities which are the same or like those imported under the agreement.

(3) The Government of the United States of America may deposit in Morocco, in banks selected by it, Moroccan dirhams accruing under the agreement for the purpose of earning interest thereon.

(4) The Government of the Kingdom of Morocco will provide, upon request of the Government of the United States of America, facilities for conversion into other non-dollar currencies of the following amounts of Moroccan dirhams: (1) for purposes of section 104(a) of the Act, $122,000 worth or two percent of the dirhams accruing under the agreement, whichever is greater, to finance agricultural market development activities in other countries; and (2) for purposes of section 104(h) of the Act and for the purposes of the Mutual Education and Cultural Exchange Act of 1961, [1] up to $122,000 worth of dirhams to finance educational and cultural exchange programs and activities in other countries.

(5) The Government of the United States of America may utilize in the Kingdom of Morocco Moroccan dirhams accruing under the agreement to pay for travel which is part of a trip in which the traveler travels from, to or through the Kingdom of Morocco. It is understood that these funds are intended to cover only travel by persons who are traveling on official business for the Government of the United States of America or in connection with activities financed by the Government of the United States of America. It is further understood that the travel for which dirhams may be utilized shall not be limited to services provided by Moroccan transportation facilities.

[1] 75 Stat. 527; 22 U.S.C. § 2451 note.

I shall appreciate receiving Your Excellency's confirmation of the above understanding.

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

L. DEAN BROWN

L. Dean Brown
Chargé d'Affaires ad interim

His Excellency
AHMED TAÏBI BENHIMA,
Minister of Foreign Affairs,
Rabat.

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

RABAT, *le 23 Avril 1965*

MONSIEUR LE CHARGÉ D'AFFAIRES,

J'ai l'honneur d'accuser réception de votre lettre de ce jour ainsi conçue:

"J'ai l'honneur de me référer à l'Accord sur les Produits Agricoles réalisé ce jour par échange de notes entre nos deux Gouvernements et de vous faire part de l'entente de mon Gouvernement sur ce qui suit:

(1) Tout en exprimant son accord avec le Gouvernement des Etats-Unis d'Amérique sur le fait que les livraisons prévues par l'accord ne doivent pas affecter indûment les prix mondiaux des produits agricoles ni porter préjudice aux relations commerciales entre pays amis, le Gouvernement du Royaume du Maroc convient que la quantité d'au moins 125.000 tonnes métriques de blé et/ou une quantité équivalente sous forme de farine de blé qu'il a convenu, dans l'Accord sur les Produits Agricoles du 29 décembre 1964, de se procurer et d'importer, à l'aide de ses propres ressources, des Etats-Unis d'Amérique et de pays amis de ceux-ci pendant l'année fiscale (U.S.) 1965 en plus du blé qui sera acheté au titre de l'Accord précité, s'entend également en plus des achats prévus par l'accord réalisé ce jour par échange de notes. Si les livraisons se prolongent sur une période ultérieure, le montant des besoins commerciaux habituels pour cette période sera déterminé au moment où la demande d'extension des livraisons sera formulée. Le Gouvernement du Royaume du Maroc s'engage en outre à ne pas exporter de blé (y compris le blé dur) et/ou des produits du blé, tant que les produits prévus par cet accord seront en cours d'importation et d'utilisation.

(2) En ce qui concerne le paragraphe 4 de l'article IV de l'Accord, le Gouvernement du Royaume du Maroc convient de fournir chaque trimestre les renseignements suivants concernant chacune des ex-

péditions de produits reçus aux termes de l'Accord: le nom de chaque navire, la date d'arrivée, le port de débarquement, la nature et la quantité du produit reçu, l'état dans lequel la livraison a été réceptionnée, la date à laquelle le déchargement a été terminé, enfin la disposition de la cargaison, c'est-à-dire si elle a été emmagasinée, distribuée sur place, ou embarquée et dans ce cas vers quelle destination. En outre, le Gouvernement du Maroc convient de fournir chaque trimestre: (a) un état des mesures qu'il aura prises pour empêcher la revente ou le transbordement des produits livrés, (b) des assurances que le programme n'aura pas eu pour effet d'accroître les disponibilités de ces produits ou de produits semblables pour d'autres pays, et (c) une déclaration du Gouvernement faisant ressortir les progrès réalisés pour remplir ses engagements à l'égard des marchés habituels.

Le Gouvernement du Royaume du Maroc convient d'autre part de joindre à ces états des données statistiques sur les importations et exportations par pays d'origine ou de destination, concernant les produits identiques ou similaires à ceux importés au titre de l'Accord.

(3) Le Gouvernement des Etats-Unis d'Amérique pourra déposer au Maroc, dans des banques de son choix, les dirhams marocains acquis en vertu de cet accord, afin d'obtenir des intérêts sur ces versements.

(4) Le Gouvernement du Royaume du Maroc donnera, à la demande du Gouvernement des Etats-Unis d'Amérique, toutes facilités pour la conversion en devises autres que le dollar des montants suivants de dirhams: (1) aux fins d'application de la section 104(a) de la Loi, l'équivalant en dirhams de $122.000, ou deux pour cent des dirhams acquis en vertu de l'Accord, quel que soit le chiffre le plus élevé, pour financer les travaux relatifs à la création de nouveaux marchés agricoles dans d'autres pays; et (2) aux fins d'application de la section 104(h) de la Loi et à celles de la Loi sur les Echanges Educatifs et Culturels de 1961, une somme ne dépassant pas l'équivalant en dirhams de $122.000 pour financer les programmes et activités en matière d'échanges éducatifs et culturels dans d'autres pays.

(5) Le Gouvernement des Etats-Unis d'Amérique pourra utiliser au Royaume du Maroc les dirhams marocains acquis en vertu de cet accord pour payer les frais de déplacement faisant partie de voyages au départ, à destination ou à l'intérieur du Maroc. Il est entendu que ces fonds serviront uniquement à couvrir les frais de voyage des personnes qui sont en déplacement officiel pour le Gouvernement des Etats-Unis d'Amérique ou en rapport avec des activités financées par le Gouvernement des Etats-Unis d'Amérique. Il est également entendu que les voyages pour lesquels les dirhams peuvent être utilisés ne seront pas limités aux services offerts par les sociétés de transport marocaines."

J'ai l'honneur de vous confirmer l'accord de mon Gouvernement sur ce qui précède.

Veuillez agréer, Monsieur le Chargé d'Affaires, l'assurance renouvelée de ma haute considération./.

Le Ministre des Affaires Etrangères

[SEAL]

Ahmed Taïbi Benhima

Monsieur le CHARGÉ D'AFFAIRES AD INTERIM
DES ETATS-UNIS D'AMÉRIQUE
– *Rabat* –

Translation

RABAT, *April 23, 1965*

SIR:

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

[For the English language text see *ante*, p. 884.]

I have the honor to confirm to you my Government's acceptance of the foregoing.

Please accept, Sir, the renewed assurance of my high consideration.

AHMED TAÏBI BENHIMA

Ahmed Taïbi Benhima
Minister of Foreign Affairs

THE CHARGÉ D'AFFAIRES AD INTERIM
OF THE UNITED STATES OF AMERICA,
Rabat.

The American Ambassador to the Moroccan Under Secretary of State, Ministry of Foreign Affairs

No. 218 RABAT, *October 8, 1965.*

EXCELLENCY:

I have the honor to refer to the Agricultural Commodities Agreement between our two Governments of April 23, 1965, concluded in order to strengthen the efforts of the Government of Morocco to develop its economy.

It is now proposed that the agreement be amended as follows:

1. In paragraph 1 or Article I in United States note No. 548 and the Moroccan reply, substitute the following for the commodity table:

"Commodities	Export Market Value (Millions of U.S. Dollars)
Wheat/wheat flour	$6. 1
Edible oil (soybean or cottonseed)	3. 35
Total	$9. 45

2. In numbered paragraph (4) in United States note No. 549 and the Moroccan reply, substitute "$189,000" for "$122,000" for 104 (a) activities and substitute "$189,000" for "$122,000" for 104 (h) activities.

It is understood that the Government of the Kingdom of Morocco agrees that it will procure and import with its own resources from the United States and countries friendly to it during Calendar Year 1965 at least 26,000 metric tons of edible oil, of which 10,500 metric tons will be from the United States of America. The Government of Morocco will limit exports of oilseeds and edible oils during calendar year 1965 to 750 metric tons (oil equivalent), of which none will be exported to countries unfriendly to the United States of America.

It is proposed that this note and your reply concurring therein shall constitute an agreement between our two Governments on this matter to enter into force on the date of your note in reply.

Accept, Excellency, the assurances of my highest consideration.

HENRY J. TASCA

His Excellency
Mr. ABDELLAH CHORFI,
Under Secretary of State,
Ministry of Foreign Affairs.

The Moroccan Under Secretary of State, Ministry of Foreign Affairs, to the American Ambassador

RABAT, *le 8 octobre 1965*

EXCELLENCE,

J'ai l'honneur d'accuser réception de votre lettre de ce jour reprise ci-après:

"J'ai l'honneur de me référer à l'Accord sur les Produits Agricoles conclu entre nos deux Gouvernements, en date du 23 avril 1965, en vue de seconder les efforts du Gouvernement du Maroc tendant à développer son économie.

Je vous propose de modifier cet Accord comme suit:

1. Au paragraphe 1 de l'Article I de la note des Etats-Unis no. 548 et de la réponse marocaine, remplacer la liste des produits par ce qui suit:

Produits	Valeur sur le marché d'exportation (en millions de dollars US)
Blé/farine de blé	6, 1
Huile comestible (soja ou coton)	3, 35
Total	9, 45

2. Au paragraphe (4) de la note des Etats-Unis no. 549 et de la réponse marocaine, substituer "$189,000" à "$122,000" pour les activités 104 (a) et substituer "$189,000" à "$122,000" pour les activités 104 (h).

Il est entendu que le Gouvernement du Royaume du Maroc convient de se procurer et d'importer à l'aide de ses propres ressources, en provenance des Etats-Unis d'Amérique et des pays amis de ceux-ci pendant l'année civile 1965, au moins 26.000 tonnes métriques d'huile comestible, dont 10.500 tonnes métriques en provenance des Etats-Unis. Le Gouvernement du Royaume du Maroc limitera ses exportations de graines oléagineuses et d'huiles comestibles pendant l'année 1965 à 750 tonnes métriques (équivalent en huile), dont aucune quantité ne sera exportée sur des pays non-amis des Etats-Unis d'Amérique.

Il est suggéré que la présente note et la réponse affirmative de Votre Excellence constituent un accord entre nos deux Gouvernements à ce sujet, accord qui entrera en vigueur à la date de la réponse affirmative de votre Excellence".

J'ai l'honneur de vous confirmer l'accord de mon Gouvernement sur ce qui précède.

Veuillez agréer, Excellence, les assurances renouvelées de ma très haute considération.

Le Sous-Secrétaire d'Etat aux Affaires
Etrangères

Abdallah Chorfi

Son Excellence
Monsieur HENRY J. TASCA
Ambassadeur Extraordinaire et Plénipotentiaire
des Etats-Unis d'Amérique au Royaume du Maroc
Ambassade des Etats-Unis d'Amérique
Rabat

Translation

RABAT, *October 8, 1965*

EXCELLENCY:

I have the honor to acknowledge receipt of your note of this date, which reads as follows:

[For the English language text see *ante*, p. 889.]

I have the honor to confirm to you my Government's agreement to the foregoing.

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

ABDALLAH CHORFI

Abdallah Chorfi
Under Secretary of State
for Foreign Affairs

His Excellency
HENRY J. TASCA,
Ambassador Extraordinary and Plenipotentiary
of the United States of America
to the Kingdom of Morocco,
Embassy of the United States of America,
Rabat.

The American Ambassador to the Moroccan Minister of Foreign Affairs

No. 603 RABAT, *April 21, 1966*

EXCELLENCY:

I have the honor to refer to the Agricultural commodities Agreement between our two Governments concluded April 23, 1965, as amended, and propose that:

1. Paragraph 1 of Article I of the Agreement be further amended by increasing the value of wheat/wheat flour from $6.1 to $9.0 millions and increasing the total value from $9.45 to $12.35 million and that:

2. Numbered paragraph (4) in the United States Embassy Note No. 549 and the Moroccan reply be further amended by substituting "$247,000" for "$189,000" for section 104(a) activities and by substituting "$247,000" for "$189,000" for section 104(h) activities.

The foregoing proposal is being made with the understanding that with reference to the second sentence of numbered paragraph (1) of Embassy Note No. 549 [1] and the Moroccan reply, the Government of the Kingdom of Morocco agrees that, in addition to the wheat and/or wheat flour to be purchased under the terms of this agreement, Morocco will procure and import with its own resources from the United States and countries friendly to it, during United States fiscal year 1966, at least 125,000 metric tons of wheat and/or wheat flour on a grain equivalent basis.

It is proposed that this note and your reply concurring therein shall constitute an agreement between our two Governments which shall enter into force on the date of your reply.

Accept, Excellency, the assurances of my highest consideration.

HENRY J. TASCA

His Excellency
MINISTER OF FOREIGN AFFAIRS
Rabat

The Moroccan Under Secretary, Ministry of Foreign Affairs, to the American Ambassador

RABAT, *le 21 avril 1966*

MONSIEUR L'AMBASSADEUR,

J'ai l'honneur d'accuser réception de votre lettre de ce jour, ainsi conçue:

"J'ai l'honneur de me référer à l'accord sur les produits agricoles conclu entre nos deux Gouvernements, en date du 23 avril 1965, tel qu'il a été modifié, et propose ce qui suit:

1. Que le paragraphe 1 de l'article I de l'Accord soit modifié de

[1] *Ante*, p. 884.

nouveau en augmentant la valeur du blé/farine de blé de $ 6,1 à $ 9,0 millions, et par l'augmentation de la valeur total de $ 9,45 à $ 12,35 millions, et:

2. Que le paragraphe (4) de la Note No. 549 de l'Ambassade des Etats-Unis et de la réponse marocaine soit modifié de nouveau en substituant "$ 247.000" à "$ 189.000" pour les activités de la section 104 (a) et en substituant "$ 247.000" à "$ 189.000" pour les activités de la section 104 (h).

La proposition précédente est faite étant entendu que, conformément à la deuxième phrase du paragraphe (1) de la Note n° 549 de l'Ambassade et de la réponse marocaine, le Gouvernement du Royaume du Maroc, accepte que, outre l'achat de blé et/ou de farine de blé aux conditions de cet accord, le Maroc, de ses propres ressources, se procure et importe des Etats-Unis d'Amérique et de pays amis de ceux-ci pendant l'année fiscale américaine 1966, au moins 125.000 tonnes métriques de blé et/ou de farine de blé sur une base équivalente en grains.

Il est suggéré que la présente note et votre réponse affirmative constituent un accord entre nos deux Gouvernements qui entrera en vigueur à la date de votre réponse".

J'ai l'honneur de vous faire part de l'Accord de mon Gouvernement sur ce qui précède.

Veuillez agréer, Monsieur l'Ambassadeur, les assurances renouvelées de ma très haute considération.

Monsieur l'Ambassadeur des Etats
Unis d'Amérique *au Maroc*
Rabat

Translation

Rabat, *April 21, 1966*

Mr. Ambassador:

I have the honor to acknowledge the receipt of your letter of today's date, which reads as follows:

[For the English language text see *ante*, p. 892.]

I have the honor to inform you of my Government's approval of the foregoing.

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

Abdallah Chorfi

The Ambassador of
the United States of America
in Morocco,
Rabat.

UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND

Atomic Energy: Cooperation for Civil Uses

Agreement amending the agreement of June 15, 1955, as amended. Signed at Washington June 2, 1966; Entered into force July 15, 1966.

AMENDMENT TO AGREEMENT FOR COOPERATION ON THE CIVIL USES OF ATOMIC ENERGY BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF THE UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND

The Government of the United States of America (including the United States Atomic Energy Commission) and the Government of the United Kingdom of Great Britain and Northern Ireland, on its own behalf and on behalf of the United Kingdom Atomic Energy Authority;

Desiring to amend further and to extend the term of the Agreement for Cooperation on the Civil Uses of Atomic Energy (hereinafter referred to as the "Agreement for Cooperation") signed between them at Washington on June 15, 1955, [1] as amended by the Notes signed October 20, 1955, and November 3, 1955, as amended by the Agreement signed at Washington on June 13, 1956, as modified by the Agreement signed at Washington on July 3, 1958, as amended by the Agreement signed at Washington on June 5, 1963, as amended by the Agreement signed at Washington on June 29, 1964, and as amended by the Agreement signed at Washington on July 15, 1965; [2]

Have agreed as follows:

ARTICLE I

Article IV, Paragraph (d), of the Agreement for Cooperation, as amended, is modified by changing "400", which appears before the word "kilograms" in the first sentence thereof, to read "2400".

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[1] TIAS 3321; 6 UST 2709.

[2] TIAS 3359, 3608, 4078, 5397, 5693, 5829; 6 UST 3079; 7 UST 2057; 9 UST 1028; 14 UST 1024; 15 UST 2128; 16 UST 888.

ARTICLE II

Article XI of the Agreement for Cooperation, as amended, is modified by changing the word "eleven", which appears before the word "years" at the end thereof, to read "twenty-one".

ARTICLE III

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

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

DONE at Washington this second day of June 1966, in two original texts.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA:

ROBERT SCHAETZEL

GLENN T. SEABORG

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

PATRICK DEAN.

[1] July 15, 1966.

NETHERLANDS

Double Taxation: Taxes on Income

Convention modifying and supplementing the convention of April 29, 1948, as supplemented.
Signed at Washington December 30, 1965;
Ratification advised by the Senate of the United States of America June 21, 1966;
Ratified by the President of the United States of America June 25, 1966;
Ratified by the Netherlands April 1, 1966;
Ratifications exchanged at The Hague July 8, 1966;
Proclaimed by the President of the United States of America July 21, 1966;
Entered into force July 8, 1966.
With related notes
Dated at Washington April 7 and 27, 1966.

BY THE PRESIDENT OF THE UNITED STATES OF AMERICA

A PROCLAMATION

WHEREAS the supplementary convention modifying and supplementing the convention between the United States of America and the Kingdom of the Netherlands with respect to taxes on income and certain other taxes, signed at Washington on April 29, 1948, [1] was signed by the respective Plenipotentiaries of the Governments of those two countries at Washington on December 30, 1965;

WHEREAS the text of the aforesaid supplementary convention, in the English and Dutch languages, is word for word as follows:

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[1] TIAS 1855, 3366, 3367, 5665; 62 Stat. 1757; 6 UST 3696, 3703; 15 UST 1900.

SUPPLEMENTARY CONVENTION MODIFYING AND SUPPLEMENTING THE CONVENTION BETWEEN THE UNITED STATES OF AMERICA AND THE KINGDOM OF THE NETHERLANDS WITH RESPECT TO TAXES ON INCOME AND CERTAIN OTHER TAXES, SIGNED AT WASHINGTON ON APRIL 29, 1948

The Government of the United States of America and the Government of the Kingdom of the Netherlands, desiring to conclude a Supplementary Convention modifying and supplementing the Convention between the United States of America and the Kingdom of the Netherlands with respect to taxes on income and certain other taxes, signed at Washington on April 29, 1948, have appointed for that purpose as their respective Plenipotentiaries:

The Government of the United States of America:

Dean Rusk, Secretary of State of the United States of America, and

The Government of the Kingdom of the Netherlands:

Carl W. A. Schurmann, Ambassador Extraordinary and Plenipotentiary of the Kingdom of the Netherlands at Washington,

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

Article I

Article II (1) (a) of the Convention shall be deleted and replaced by the following:

"(a) The term 'United States' means the United States of America, and when used in the geographical sense means the States thereof and the District of Columbia."

Article II (1) (i) of the Convention shall be deleted and replaced by the following:

"(i) (A) The term 'permanent establishment' means a fixed place of business in which the business of an enterprise of one of the Contracting States is wholly or partly carried on.

(B) A permanent establishment shall include especially:

(i) a branch;
(ii) an office;
(iii) a sales outlet;

(iv) a factory;
(v) a workshop;
(vi) a mine, quarry or other place of extraction of natural resources;
(vii) a building site or construction or assembly project which exists for more than twelve months.

(C) Notwithstanding sub-paragraph (i) (A) of this paragraph a permanent establishment shall not be deemed to include one or more of the following activities:

(i) the use of facilities for the purpose of storage, display or delivery of goods or merchandise belonging to the enterprise;
(ii) the maintenance of a stock of goods or merchandise belonging to the enterprise for the purpose of storage, display or delivery;
(iii) the maintenance of a stock of goods or merchandise belonging to the enterprise for the purpose of processing by another enterprise;
(iv) the maintenance of a fixed place of business for the purpose of purchasing goods or merchandise, or for collecting information, for the enterprise;
(v) the maintenance of a fixed place of business for the purpose of advertising, for the supply of information, for scientific research or for similar activities, if they have a preparatory or auxiliary character for the enterprise.

(D) Even if an enterprise of one of the Contracting States does not have a permanent establishment in the other State under sub-paragraph (i) (A) to (C) of this paragraph, nevertheless it shall be deemed to have a permanent establishment in the latter State if it is engaged in trade or business in that State through an agent who has an authority to conclude contracts in the name of the enterprise and regularly exercises that authority in that State, unless the exercise of authority is limited to the purchase of goods or merchandise for the account of the enterprise.

(E) An enterprise of one of the Contracting States shall not be deemed to have a permanent establishment in the other State merely because it is engaged in trade or business in that other State through a broker, general commission agent or any other agent of an independent status, where such persons are acting in the ordinary course of their business.

(F) The fact that a resident or a corporation of one of the Contracting States controls, is controlled by, or is under common control with:

(i) a corporation of the other State or

(ii) a corporation which engages in trade or business in that other State (whether through a permanent establishment or otherwise)

shall not be taken into account in determining whether such resident or corporation has a permanent establishment in that other State."

ARTICLE II

Article III of the Convention shall be deleted and replaced by the following:

"ARTICLE III

"(1) Industrial or commercial profits of an enterprise of one of the Contracting States shall be exempt from tax by the other State unless the enterprise has a permanent establishment in such other State. If the enterprise has such a permanent establishment, tax may be imposed by such other State on the industrial or commercial profits of the enterprise, but only on so much of them as are attributable to the permanent establishment or are derived within such other State from sales of goods or merchandise of the same kind as those sold, or from other business transactions of the same kind as those effected, through the permanent establishment.

(2) Where an enterprise of one of the Contracting States has a permanent establishment in the other State, there shall in each Contracting State 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. Where the enterprise, in addition to the profits derived through the permanent establishment, derives other profits of the kind referred to in paragraph (1), such other profits shall be treated as if they were derived through the permanent establishment.

(3) In determining the industrial or commercial profits of an enterprise of one of the Contracting States which are taxable in the other State in accordance with paragraphs (1) and (2), there shall be allowed as deductions all expenses, wherever incurred, which are reasonably connected with the profits so taxable, including executive and general administrative expenses.

(4) No profits shall be attributed to a permanent establishment merely by reason of the purchase by that permanent establish-

ment or by the enterprise itself, of goods or merchandise for the account of the enterprise.

(5) The term 'industrial or commercial profits' means income derived from the active conduct of a trade or business, but does not include income dealt with in Article VII (dividends), Article VIII (interest), Article IX (royalties), Articles V and X (income from real property and natural resources), Article XI (capital gains) and Article XVI (personal services), other than income described in Articles VII, paragraph 3, VIII, paragraph 2, IX, paragraph 3 and XI, paragraph 2. The term 'industrial or commercial profits' includes profits derived by an enterprise from the furnishing of services of employees or other personnel."

ARTICLE III

Article IV of the Convention shall be deleted and replaced by the following:

"ARTICLE IV

"(1) Where a resident or corporation of a Contracting State and any other person are related and where such related persons make arrangements or impose conditions between themselves which are different from those which would be made between independent persons, then any income which, but for those arrangements or conditions, would have accrued to such resident or corporation, may be included in the income of such resident or corporation for purposes of the present Convention and taxed accordingly.

(2) (a) A person other than a corporation is related to a corporation if such person participates directly or indirectly in the management, control or capital of the corporation.

(b) A corporation is related to another corporation if either participates directly or indirectly in the management, control, or capital of the other, or if any person or persons participate directly or indirectly in the management, control or capital of both corporations."

ARTICLE IV

Article V of the Convention shall be deleted and replaced by the following:

"ARTICLE V

"Income from real property (including gains derived from the sale of such property, but not including interest from mortgages or bonds secured by real property) and royalties from the operation of mines, quarries, or other natural resources may be taxed in the Contracting State in which such property is situated."

ARTICLE V

Article VII of the Convention shall be deleted and replaced by the following:

"ARTICLE VII

"(1) Dividends paid by a corporation of one of the Contracting States to a resident or corporation of the other Contracting State shall be taxed as follows in the former State:

(a) at a rate not exceeding 15 percent of the gross amount actually distributed; or

(b) at a rate not exceeding 5 percent of the gross amount actually distributed, if during the part of the paying corporation's taxable year which precedes the date of payment of the dividend and the whole of its prior taxable year (if any), the recipient is a corporation owning at least 25 percent of the voting stock of the paying corporation, either alone or in combination with another corporation of such other State, provided each recipient corporation owned at least 10 percent of such voting stock.

(2) The rules of subparagraph (b) shall not apply if more than 25 percent of the gross income of the paying corporation for such prior taxable year (if any) consisted of interest and dividends (other than interest derived in the conduct of a banking, insurance or financing business and dividends or interest received from subsidiary corporations, 50 percent or more of the voting stock of which was owned by the paying corporation at the time such dividends or interest were received).

(3) Paragraph (1) of this Article shall not apply if the recipient of the dividends has a permanent establishment in the former Contracting State and the shares with respect to which the dividends are paid are effectively connected with the permanent establishment. In such a case, the provisions of Article III shall apply."

ARTICLE VI

Article VIII of the Convention shall be deleted and replaced by the following:

"ARTICLE VIII

"(1) Interest on bonds, notes, debentures, securities, deposits or any other form of indebtedness (including interest from mortgages or bonds secured by real property) paid to a resident or corporation of one of the Contracting States shall be exempt from tax by the other Contracting State.

(2) Paragraph (1) of this Article shall not apply if the recipient of the interest has a permanent establishment in the other Contracting State and the indebtedness giving rise to the interest is effectively connected with the permanent establishment. In such a case, the provisions of Article III shall apply.

(3) Where any interest paid by a person to a related person, as defined in Article IV, exceeds a fair and reasonable consideration

in respect of the indebtedness for which it is paid, paragraph (1) of this Article shall apply only to so much of the interest as represents such fair and reasonable consideration; the excess payment shall be characterized and taxed according to the laws of each Contracting State, including the provisions of this Convention where applicable."

ARTICLE VII

Article IX of the Convention shall be deleted and replaced by the following:

"ARTICLE IX

"(1) Royalties paid to a resident or corporation of one of the Contracting States shall be exempt from tax by the other Contracting State.

(2) For the purposes of this Article, the term 'royalties' means any royalties, rentals or other amounts paid as consideration for the use of, or the right to use:

(a) copyrights, artistic or scientific works, patents, designs, plans, secret processes or formulae, trademarks, motion picture films, films or tapes for radio or television broadcasting, or other like property or rights, or

(b) information concerning industrial, commercial or scientific knowledge, experience or skill.

(3) Paragraph (1) of this Article shall not apply if the recipient of the royalties has a permanent establishment in the other Contracting State and the right or property giving rise to the royalties is effectively connected with the permanent establishment. In such a case, the provisions of Article III shall apply.

(4) Where any royalty paid by a person to a related person, as defined in Article IV, exceeds a fair and reasonable consideration in respect of the rights for which it is paid, paragraph (1) of this Article shall apply only to so much of the royalty as represents such fair and reasonable consideration; the excess payment shall be characterized and taxed according to the laws of each Contracting State, including the provisions of this Convention where applicable."

ARTICLE VIII

Article XI of the Convention shall be deleted and replaced by the following:

"ARTICLE XI

"(1) Gains derived by a resident or corporation of one of the Contracting States from the alienation of a capital asset (other than gain from the alienation of real property to which Article V applies) shall be exempt from tax by the other Contracting State.

(2) If such resident or corporation has a permanent establishment in the other Contracting State, paragraph (1) of this

Article shall not apply to gains derived by such resident or corporation from the alienation of a capital asset which is effectively connected with the permanent establishment. In such a case, the provisions of Article III shall apply.

(3) Paragraph (1) of this Article shall not apply if:

(a) the person deriving the gain is an individual who is a resident of the Netherlands and who is present in the United States for a period of 183 days or more during the taxable year, and

(b) the asset alienated was held by such person for six months or less.

(4) Paragraph (1) of this Article does not affect the right of the Netherlands to levy, according to its own law, a tax on the gains derived from the alienation of shares, or 'jouissance' shares, in a Netherlands joint stock corporation, by an individual who is a resident of the United States and who at the time of alienation:

(a) is a Netherlands citizen,

(b) has, at any time during the five-year period preceding such alienation, been a resident of the Netherlands, and

(c) owns, either alone or together with his close relatives, at least 25 percent of the voting stock of such corporation."

ARTICLE VIII A

Article XV(1) of the Convention shall be deleted and replaced by the following:

"(1) Wages, salaries and similar compensation and pensions, annuities or similar benefits paid by, or out of funds created by, one of the Contracting States or the political subdivisions thereof to an individual who is a citizen of that Contracting State for services rendered to that Contracting State or to any of its political subdivisions in the discharge of governmental functions shall be exempt from tax by the other Contracting State."

ARTICLE IX

Article XVI of the Convention shall be deleted and replaced by the following:

"ARTICLE XVI

"(1) An individual who is a resident of one of the Contracting States shall be exempt from tax by the other Contracting State with respect to income from personal services if –

(a) he is present within the latter Contracting State for a period or periods not exceeding in the aggregate 183 days during the taxable year, and

(b) in the case of employment income –

(i) such individual is an employee of a resident or corporation of a State other than the latter Contracting State or of a permanent establishment of a resident or corporation of the latter Contracting State located outside the latter Contracting State, and

(ii) such income is not deducted as such in computing the profits of a permanent establishment in the latter Contracting State.

(2) For purposes of paragraph (1), the term 'income from personal services' includes employment income and income earned by an individual from the performance of personal services in an independent capacity. The term 'employment income' includes income from services performed by officers and directors of corporations, but does not include income from personal services performed by partners."

ARTICLE X

Article XVII of the Convention shall be deleted and replaced by the following:

"ARTICLE XVII

"(1) An individual who is a resident of one of the Contracting States at the beginning of his visit to the other Contracting State and who, at the invitation of the Government of the other Contracting State or of a university or other accredited educational institution situated in the other Contracting State, visits the other Contracting State for the primary purpose of teaching or engaging in research, or both, at a university or other accredited educational institution shall be exempt from tax by the other Contracting State on his income from personal services for teaching or research at such educational institution, or at other such institutions, for a period not exceeding two years from the date of his arrival in the other Contracting State.

(2) This Article shall not apply to income from research if such research is undertaken not in the public interest but primarily for the private benefit of a specific person or persons."

ARTICLE XI

Article XVIII of the Convention shall be deleted and replaced by the following:

"ARTICLE XVIII

"(1) (a) An individual who is a resident of one of the Contracting States at the beginning of his visit to the other Contracting State and who is temporarily present in the other Contracting State for the primary purpose of:

(i) studying at a university or other accredited educational institution in that other Contracting State or otherwise engaging in research of an educational nature, or

(ii) securing training required to qualify him to practice a profession or professional specialty,

shall be exempt from tax by that other Contracting State with respect to:

(A) gifts from abroad for the purpose of his maintenance, education, study, research or training;

(B) a grant, allowance, or award by a government, educational institution, or non-profit organization; and

(C) income from personal services performed in the other Contracting State in an amount not in excess of $2,000 (in the case of services performed in the United States) or 3,600 guilders (in the case of services performed in the Netherlands) for any taxable year.

(b) The benefits under this paragraph shall only extend for such period of time as may be reasonably or customarily required to effectuate the purpose of the visit, but in no event shall any individual have the benefits of this paragraph for more than five taxable years.

(2) A resident of one of the Contracting States who is present in the other Contracting State as an employee of, or under contract with, a resident or corporation of the former State, for the primary purpose of:

(i) acquiring technical, professional, or business experience from a person other than that resident or corporation of the former State or a corporation 50 percent or more of the voting stock of which is owned by such corporation of the former State, or

(ii) studying at a university or other accredited educational institution in that other Contracting State,

shall be exempt from tax by that other Contracting State for one taxable year with respect to his income from personal services in an amount not in excess of $5,000 (in the case of services performed in the United States) or 18,000 guilders (in the case of services performed in the Netherlands)."

ARTICLE XII

Article XIX of the Convention shall be deleted and replaced by the following:

"ARTICLE XIX

"(1) Notwithstanding any provisions of the present Convention (other than paragraph (1) of Article XV when applicable in the case of an individual who is deemed by each Contracting State to be a citizen thereof), each of the two Contracting States, in determining the taxes, including all surtaxes, of its citizens or residents or corporations, may include in the basis upon which such taxes are

imposed all items of income taxable under its own revenue laws as though this Convention had not come into effect.

(2) The United States shall allow to a citizen, resident or corporation of the United States as a credit against its tax specified in subparagraph (1)(a) of Article I the appropriate amount of taxes paid to the Netherlands. Such appropriate amount shall be based upon the amount of tax paid to the Netherlands on income from sources within the Netherlands but shall not exceed that proportion of the United States tax which taxable income from sources within the Netherlands bears to the entire taxable income. For purposes of this paragraph, taxable income shall be computed without any deduction for personal exemptions. It is agreed that, by virtue of the provisions of paragraph (3) of this Article, the Netherlands has satisfied the similar credit requirement of the Internal Revenue Code with respect to taxes paid to the Netherlands.

(3) As far as may be in accordance with the provisions of Netherlands law, the Netherlands agrees to allow a deduction from Netherlands tax with respect to income from sources within the United States, in order to take into account the Federal income taxes paid to the United States, whether paid directly by the taxpayer or by withholding at the source. In addition, the Netherlands shall allow a deduction from the Netherlands tax, determined in conformity with paragraph (1), with respect to dividends received from a United States corporation by a resident or corporation of the Netherlands. The amount of this deduction shall be the lesser of the following:

(a) an amount equal to 15 percent of the dividends; or

(b) an amount that is the same proportion of the Netherlands tax, determined in conformity with paragraph (1) of this Article, as the amount of the dividends bears to the income which forms the basis for the determination of the Netherlands tax."

ARTICLE XIII

Article XXIV of the Convention shall be deleted and replaced by the following:

"ARTICLE XXIV

"(1) Where a taxpayer shows proof that the action of the tax authorities of the Contracting States has resulted or will result in taxation not in accordance with the provisions of the present Convention, he shall be entitled to present his case to the State of which he is a citizen or a resident, or, if the taxpayer is a corporation of one of the Contracting States, to that State.

(2) Should the taxpayer's claim be deemed worthy of consideration, the competent authority of the State to which the claim is made shall endeavour to come to an agreement with the competent authority of the other State with a view to avoidance of taxation not in accordance with the provisions of the present

Convention. In particular, the competent authorities of the Contracting States may consult together to endeavour to agree:

(a) to the same attribution of industrial or commercial profits to a permanent establishment situated in one of the States of an enterprise of the other State, or

(b) to the same allocation of profits between related enterprises as provided for in Article IV.

In the event that the competent authorities reach such an agreement taxes shall be imposed, and refund or credit of taxes shall be allowed, by the Contracting States on such income in accordance with such agreement. If the taxpayer does not accept such agreement, the preceding sentence shall not be construed to deny a taxpayer the right to appeal to the courts the decision reached in such agreement.

(3) The competent authorities of the Contracting States may communicate with each other directly to implement the provisions of the present Convention. Should any difficulty or doubt arise as to the interpretation or application of the present Convention, the competent authorities shall endeavour to settle the question as quickly as possible by mutual agreement."

ARTICLE XIV

Article XXV (2) and (3) of the Convention shall be deleted and replaced by the following:

"(2) A citizen of one of the Contracting States who is a resident of the other Contracting State shall not be subjected in that other Contracting State to more burdensome taxes than is a citizen of that other Contracting State who is a resident thereof.

(3) A permanent establishment which a citizen or corporation of one of the Contracting States has in the other Contracting State shall not be subjected in that other Contracting State to more burdensome taxes than is a citizen or corporation of that other Contracting State carrying on the same activities. This paragraph shall not be construed as obliging either Contracting State to grant to citizens of the other Contracting State who are not residents of the former Contracting State any personal allowances or deductions which are by its law available only to residents of that former Contracting State.

(4) A corporation of one of the Contracting States, the capital of which is wholly or partly owned by one or more citizens or corporations of the other Contracting State, shall not be subjected in the former Contracting State to more burdensome taxes than is a corporation of the former Contracting State, the capital of which is wholly owned by one or more citizens or corporations of that former Contracting State.

(5) As used in paragraphs 2, 3 and 4 of this Article the term 'taxes' means taxes of every kind and whether imposed at the national, state or local level."

ARTICLE XV

As respects the Kingdom of the Netherlands the Supplementary Convention shall only apply to the part of the Kingdom of the Netherlands that is situated in Europe.

ARTICLE XVI

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

(2) The present Supplementary Convention shall come into force on the date of the exchange of instruments of ratification and, except as provided in paragraph (3), the articles shall have effect for taxable years beginning on or after the first day of January in the year following the year in which such exchange takes place.

(3) Article VII shall have effect with respect to dividends paid beginning on the day after the date of exchange of instruments of ratification except that the rules of Article VII of the Convention of April 29, 1948, shall continue to apply for a period of two years beginning on the date of exchange of instruments of ratification of this Supplementary Convention with respect to dividends paid to

(a) a United States corporation or organization operated exclusively for a religious, charitable, scientific, educational or public purpose which is exempt from tax in the United States, or

(b) a trust created or organized in the United States and forming part of a stock bonus, pension, or profit sharing plan of an employer for the exclusive benefit of his employees or their beneficiaries which is exempt from tax in the United States,

if such corporation, organization, or trust owned on April 30, 1965, the shares with respect to which such dividends are paid.

AANVULLEND VERDRAG TOT WIJZIGING EN AANVULLING VAN HET VERDRAG TUSSEN DE VERENIGDE STATEN VAN AMERIKA EN HET KONINKRIJK DER NEDERLANDEN MET BETREKKING TOT BELASTINGEN VAN INKOMSTEN EN BEPAALDE ANDERE BELASTINGEN, ONDERTEKEND TE WASHINGTON OP 29 APRIL 1948

De Regering van de Verenigde Staten van Amerika en de Regering van het Koninkrijk der Nederlanden, de wens koesterende een Aanvullend Verdrag te sluiten tot wijziging en aanvulling van het Verdrag tussen de Verenigde Staten van Amerika en het Koninkrijk der Nederlanden met betrekking tot belastingen van inkomsten en

bepaalde andere belastingen, ondertekend te Washington op 29 april 1948, hebben te dien einde tot hun Gevolmachtigden benoemd:

de Regering van de Verenigde Staten van Amerika:

Dean Rusk, Secretaris van Staat, en

de Regering van het Koninkrijk der Nederlanden:

Carl W. A. Schurmann, Buitengewoon en Gevolmachtigd Ambassadeur van het Koninkrijk te Washington,

die, na elkander mededeling te hebben gedaan van hun volmachten, welke in behoorlijke vorm werden bevonden, zijn overeengekomen als volgt:

ARTIKEL I

Artikel II (1) (a) van het Verdrag vervalt en wordt door de volgende bepaling vervangen:

"(a) De uitdrukking 'Verenigde Staten': de Verenigde Staten van Amerika, en wanneer deze uitdrukking in aardrijkskundige zin wordt gebezigd: de Staten en het District Columbia."

Artikel II (1) (i) van het Verdrag vervalt en wordt vervangen door de volgende bepalingen:

"(i) (A) De uitdrukking 'vaste inrichting': een vaste bedrijfsinrichting waarin de werkzaamheden van een onderneming van een der Verdragsluitende Staten geheel of gedeeltelijk worden uitgeoefend.

(B) Als vaste inrichtingen worden met name beschouwd:

(i) een filiaal;
(ii) een kantoor;
(iii) een verkoopgelegenheid;
(iv) een fabriek;
(v) een werkplaats;
(vi) een mijn, een steengroeve of een andere plaats van natuurlijke hulpbronnen in exploitatie;
(vii) uitvoering van een bouwwerk of constructiewerkzaamheden, waarvan de duur twaalf maanden overschrijdt.

(C) Niettegenstaande letter (i) (A) van dit lid wordt een vaste inrichting niet aanwezig geacht bij een of meer van de volgende werkzaamheden:

(i) het gebruik maken van inrichtingen voor de opslag, uitstalling of aflevering van aan de onderneming toebehorende goederen of koopwaar;

(ii) het aanhouden van een voorraad van aan de onderneming toebehorende goederen of koopwaar voor de opslag, uitstalling of aflevering;

(iii) het aanhouden van een voorraad van aan de onderneming toebehorende goederen of koopwaar voor de bewerking of verwerking door een andere onderneming;

(iv) het aanhouden van een vaste bedrijfsinrichting voor de aankoop van goederen of koopwaar of voor de inwinning van inlichtingen voor de onderneming;

(v) het aanhouden van een vaste bedrijfsinrichting voor reclamedoeleinden, voor het geven van inlichtingen, voor wetenschappelijk onderzoek of voor het verrichten van soortgelijke werkzaamheden, indien zij voor de onderneming van voorbereidende aard zijn of het karakter van hulpwerkzaamheden hebben.

(D) Zelfs indien een onderneming van een der Verdragsluitende Staten niet een vaste inrichting in de andere Staat heeft ingevolge letters (i) (A) tot (C) van dit lid, wordt zij toch geacht een vaste inrichting in laatstbedoelde Staat te bezitten indien zij in die Staat haar bedrijf uitoefent door middel van een vertegenwoordiger die een machtiging bezit om namens de onderneming overeenkomsten af te sluiten en dit recht in die Staat geregeld uitoefent, tenzij de machtiging beperkt is tot de aankoop van goederen of waren voor rekening van de onderneming.

(E) Een onderneming van een der Verdragsluitende Staten wordt niet geacht een vaste inrichting in de andere Staat te bezitten, enkel op grond van het feit, dat zij aldaar haar bedrijf uitoefent door middel van een makelaar, commissionnair of enige andere onafhankelijke vertegenwoordiger, ingeval deze personen in de normale uitoefening van hun bedrijf handelen.

(F) De omstandigheid dat een inwoner of een lichaam van een der Verdragsluitende Staten

(i) een lichaam van de andere Staat, of

(ii) een lichaam, dat in die andere Staat zijn bedrijf uitoefent (hetzij door middel van een vaste inrichting of op andere wijze)

beheerst of door zulk een lichaam wordt beheerst dan wel door dezelfde persoon of personen wordt beheerst als laatstbedoeld lichaam, wordt niet in aanmerking genomen bij het bepalen of zulk een inwoner of lichaam een vaste inrichting in die andere Staat bezit."

ARTIKEL II

Artikel III van het Verdrag vervalt en wordt door het volgende artikel vervangen:

"ARTIKEL III

"(1) De nijverheids- of handelsvoordelen van een onderneming van een der Verdragsluitende Staten zijn vrijgesteld van belasting geheven door de andere Staat tenzij de onderneming in die andere Staat een vaste inrichting bezit. Indien de onderneming zulk een vaste inrichting bezit, mag die andere Staat belasting heffen van de nijverheids- of handelsvoordelen van de onderneming, maar slechts van dat deel daarvan dat aan de vaste inrichting kan worden toegerekend of dat in die andere Staat wordt behaald met de verkoop van goederen of koopwaar van dezelfde aard als welke worden verkocht, of met andere bedrijfshandelingen van dezelfde aard als welke worden verricht, door middel van de vaste inrichting.

(2) Indien een onderneming van een der Verdragsluitende Staten in de andere Staat een vaste inrichting bezit, worden in elk der Verdragsluitende Staten aan die vaste inrichting toegerekend de nijverheids- of handelsvoordelen, welke zij geacht zou kunnen worden te behalen indien zij een onafhankelijke onderneming ware, die dezelfde of soortgelijke werkzaamheden uitoefende onder dezelfde of soortgelijke omstandigheden en die als willekeurige derde transacties aanging met de onderneming, waarvan zij een vaste inrichting is. Indien de onderneming, behalve de voordelen behaald door middel van de vaste inrichting, andere voordelen behaalt van de in het eerste lid vermelde aard, worden die andere voordelen behandeld alsof zij door middel van de vaste inrichting waren behaald.

(3) Bij het bepalen van de nijverheids- of handelsvoordelen van een onderneming van een der Verdragsluitende Staten, die in de andere Staat overeenkomstig het eerste en het tweede lid belastbaar zijn, worden als aftrek toegelaten alle kosten, waar ook gemaakt, welke redelijkerwijs verband houden met de aldus belastbare voordelen, daaronder begrepen de kosten van de leiding en algemene administratiekosten.

(4) Geen voordelen worden aan een vaste inrichting toegerekend enkel op grond van de aankoop door die vaste inrichting of door de onderneming zelf, van goederen of koopwaar voor rekening van de onderneming.

(5) De uitdrukking 'nijverheids- of handelsvoordelen' betekent inkomsten behaald met de actieve bedrijfsvoering, maar omvat niet inkomsten behandeld in Artikel VII (dividenden), Artikel VIII (interest), Artikel IX (royalty's), Artikelen V en X (inkomsten uit onroerende zaken en natuurlijke hulpbronnen), Artikel XI (vermogenswinsten) en Artikel XVI (persoonlijke diensten), andere dan inkomsten omschreven in de Artikelen VII, derde lid, VIII, tweede lid, IX, derde lid en XI, tweede lid. De

uitdrukking 'nijverheids- of handelsvoordelen' omvat mede voordelen behaald door een onderneming met het verlenen van diensten van werknemers of ander personeel."

ARTIKEL III

Artikel IV van het Verdrag vervalt en wordt door het volgende artikel vervangen:

"ARTIKEL IV

"(1) Indien een inwoner of een lichaam van een Verdragsluitende Staat en enige andere persoon verbonden zijn en indien deze verbonden personen onder elkaar regelingen treffen of aan elkaar voorwaarden opleggen welke afwijken van die, welke zouden zijn gemaakt tussen onafhankelijke personen, mogen alle inkomsten, welke zonder deze regelingen of voorwaarden aan deze inwoner of aan dit lichaam zouden zijn opgekomen, voor de toepassing van dit Verdrag in de inkomsten van deze inwoner of dit lichaam worden begrepen en dienovereenkomstig worden belast.

(2) (a) Een persoon, niet zijnde een lichaam, is met een lichaam verbonden, indien deze persoon onmiddellijk of middellijk deelneemt aan de leiding van, aan het toezicht op dan wel in het kapitaal van het lichaam.

(b) Een lichaam is met een ander lichaam verbonden indien een van beiden onmiddellijk of middellijk deelneemt aan de leiding van, aan het toezicht op dan wel in het kapitaal van het andere lichaam, of indien een persoon of personen onmiddellijk of middellijk deelnemen aan de leiding van, aan het toezicht op dan wel in het kapitaal van beide lichamen."

ARTIKEL IV

Artikel V van het Verdrag vervalt en wordt door het volgende artikel vervangen:

"ARTIKEL V

"Inkomsten uit onroerende zaken (daaronder begrepen voordelen verkregen uit de verkoop van deze zaken, maar niet daaronder begrepen interest van vorderingen of obligaties, verzekerd door hypotheek op onroerende zaken) en royalty's ter zake van de exploitatie van mijnen, steengroeven of andere natuurlijke hulpbronnen, mogen worden belast in de Verdragsluitende Staat, waar deze zaken zijn gelegen."

ARTIKEL V

Artikel VII van het Verdrag vervalt en wordt door het volgende artikel vervangen:

"ARTIKEL VII

"(1) Dividenden betaald door een lichaam van een der Verdragsluitende Staten aan een inwoner of een lichaam van de

andere Verdragsluitende Staat worden in de eerstbedoelde Staat als volgt belast:

(a) naar een tarief dat 15 procent van het werkelijk uitgedeelde bruto-bedrag niet overschrijdt; of

(b) naar een tarief dat 5 procent van het werkelijk uitgedeelde bruto-bedrag niet overschrijdt, indien de genieter een lichaam is, dat gedurende het gedeelte van het belastingjaar van het betalende lichaam, dat aan de datum van betaling van het dividend voorafgaat en gedurende het gehele daaraan voorafgaande belastingjaar (zo dit er is), tenminste 25 procent van het stemgerechtigde aandelenkapitaal van het betalende lichaam heeft bezeten, hetzij alleen, hetzij tezamen met een ander lichaam van die andere Staat, op voorwaarde dat elk der ontvangende lichamen tenminste 10 procent van dat stemgerechtigde aandelenkapitaal heeft bezeten.

(2) De bepalingen van letter (b) zijn niet van toepassing indien meer dan 25 procent van de bruto-inkomsten van het betalende lichaam in dat voorafgaande belastingjaar (zo dit er is) uit interest en dividenden bestond (niet zijnde interest behaald met de uitoefening van een bank-, verzekerings- of financieringsbedrijf en dividenden of interest ontvangen van onderhorige lichamen, van welker stemgerechtigde aandelenkapitaal het betalende lichaam ten tijde van het ontvangen van die dividenden of interest 50 procent of meer bezat).

(3) Het eerste lid van dit artikel is niet van toepassing indien de genieter van de dividenden een vaste inrichting in eerstbedoelde Staat bezit en de aandelen, ter zake waarvan de dividenden worden betaald, tot het bedrijfsvermogen van de vaste inrichting behoren. In zodanig geval zijn de bepalingen van artikel III van toepassing."

ARTIKEL VI

Artikel VIII van het Verdrag vervalt en wordt door het volgende artikel vervangen:

"ARTIKEL VIII

"(1) Interest op obligaties, schuldbewijzen, pandbrieven, deposito's of ter zake van enige andere vorm van schuldenaarschap (daaronder begrepen interest van vorderingen of obligaties, verzekerd door hypotheek op onroerende zaken), betaald aan een inwoner of een lichaam van een der Verdragsluitende Staten is vrijgesteld van belasting geheven door de andere Verdragsluitende Staat.

(2) Het eerste lid van dit artikel is niet van toepassing indien de genieter van de interest een vaste inrichting in de andere Verdragsluitende Staat bezit en de vordering ter zake waarvan de interest wordt betaald tot het bedrijfsvermogen van de vaste

inrichting behoort. In zodanig geval zijn de bepalingen van artikel III van toepassing.

(3) Indien een interest, betaald door een persoon aan een met deze verbonden persoon, als omschreven in artikel IV, hoger is dan een billijke en redelijke vergoeding ter zake van de schuld waarvoor zij wordt voldaan, is het eerste lid van dit artikel slechts van toepassing op dat deel van de interest dat met zulk een billijke en redelijke vergoeding overeenkomt; de beoordeling van de aard van het daarboven uitgaande deel van de betaling en de belastingheffing hiervan geschiedt overeenkomstig de wetten van elk der Verdragsluitende Staten, met inbegrip van de bepalingen van dit Verdrag waar deze toepasselijk zijn."

ARTIKEL VII

Artikel IX van het Verdrag vervalt en wordt door het volgende artikel vervangen:

"ARTIKEL IX

"(1) Royalty's betaald aan een inwoner of een lichaam van een der Verdragsluitende Staten zijn vrijgesteld van belasting geheven door de andere Verdragsluitende Staat.

(2) Voor de toepassing van dit artikel betekent de uitdrukking 'royalty's' alle royalty's, huren of andere bedragen betaald als vergoeding voor het gebruik van, of het recht van gebruik van

(a) auteursrechten, werken op het gebied van kunst of wetenschap, octrooien, modellen, plannen, geheime procédé's of recepten, handelsmerken, bioscoopfilms, films of banden voor radio- of televisieuitzendingen, of andere soortgelijke zaken of rechten, of

(b) inlichtingen ter zake van kennis, ervaring of bekwaamheid op het gebied van nijverheid, handel of wetenschap.

(3) Het eerste lid van dit artikel is niet van toepassing indien de genieter van de royalty's een vaste inrichting in de andere Staat bezit en het recht of de zaak ter zake waarvan de royalty's worden betaald tot het bedrijfsvermogen van de vaste inrichting behoort. In zodanig geval zijn de bepalingen van artikel III van toepassing.

(4) Indien een royalty, betaald door een persoon aan een met deze verbonden persoon, als omschreven in artikel IV, hoger is dan een billijke en redelijke vergoeding ter zake van de rechten waarvoor zij wordt voldaan, is het eerste lid van dit artikel slechts van toepassing op dat deel van de royalty dat met zulk een billijke en redelijke vergoeding overeenkomt; de beoordeling van de aard van het daarboven uitgaande deel van de betaling in de belastingheffing hiervan geschiedt overeenkomstig de wetten van elk der Verdragsluitende Staten, met inbegrip van de bepalingen van dit Verdrag waar deze toepasselijk zijn."

ARTIKEL VIII

Artikel XI van het Verdrag vervalt en wordt door het volgende artikel vervangen:

"ARTIKEL XI

"(1) Voordelen verkregen door een inwoner of een lichaam van een der Verdragsluitende Staten uit de vervreemding van een vermogensbestanddeel (niet zijnde voordelen uit de vervreemding van onroerende zaken, waarop artikel V van toepassing is) zijn vrijgesteld van belasting geheven door de andere Verdragsluitende Staat.

(2) Indien deze inwoner of dit lichaam in de andere Verdragsluitende Staat een vaste inrichting bezit, is het eerste lid van dit artikel niet van toepassing op voordelen verkregen door die inwoner of dat lichaam uit de vervreemding van een vermogensbestanddeel, dat tot het bedrijfsvermogen van de vaste inrichting behoort. In zodanig geval zijn de bepalingen van artikel III van toepassing.

(3) Het eerste lid van dit artikel is niet van toepassing, indien:

(a) de persoon die de voordelen verkrijgt, een natuurlijke persoon is, die een inwoner van Nederland is en in de Verenigde Staten verblijf houdt voor een tijdvak van 183 dagen of langer gedurende het belastingjaar, en

(b) deze persoon het vervreemde vermogensbestanddeel gedurende zes maanden of korter in bezit heeft gehad.

(4) Het eerste lid van dit artikel tast niet het recht van Nederland aan om, overeenkomstig zijn eigen wetgeving, een belasting te heffen van de voordelen welke uit de vervreemding van aandelen of winstbewijzen in een Nederlandse aandelenmaatschappij, worden verkregen door een natuurlijke persoon die een inwoner van de Verenigde Staten is en op het tijdstip van de vervreemding:

(a) een Nederlands Staatsburger is,

(b) op enig tijdstip gedurende het tijdvak van vijf jaar, dat aan de vervreemding voorafgaat, inwoner van Nederland is geweest, en

(c) hetzij alleen, hetzij tezamen met zijn naaste verwanten, tenminste 25 procent van het stemgerechtigde aandelenkapitaal van die maatschappij bezit."

ARTIKEL VIII A

Artikel XV (1) van het Verdrag vervallen en worden door de volgende leden vervangen:

"(1) Lonen, salarissen en soortgelijke beloningen, alsmede pensioenen, lijfrenten of soortgelijke uitkeringen, betaald door, of

uit fondsen in het leven geroepen door een der Verdragsluitende Staten of de staatkundige onderdelen daarvan aan een natuurlijke persoon, die een staatsburger van die Verdragsluitende Staat is, ter zake van diensten bewezen aan die Verdragsluitende Staat of aan een van de staatkundige onderdelen daarvan in de uitoefening van overheidsfuncties, zijn vrijgesteld van belasting geheven door de andere Verdragsluitende Staat."

ARTIKEL IX

Artikel XVI van het Verdrag vervalt en wordt door het volgende artikel vervangen:

"ARTIKEL XVI

"(1) Een natuurlijke persoon, die inwoner is van een der Verdragsluitende Staten is vrijgesteld van belasting geheven door de andere Verdragsluitende Staat ter zake van inkomsten uit persoonlijke diensten, indien

(a) hij in de laatstbedoelde Verdragsluitende Staat verblijf houdt voor een tijdvak of tijdvakken, welke in het belastingjaar een totaal van 183 dagen niet te boven gaan, en

(b) in het geval van inkomsten uit dienstbetrekking

(i) deze natuurlijke persoon een werknemer is van een inwoner of een lichaam van een andere Staat dan de laatstbedoelde Verdragsluitende Staat, of van een vaste inrichting van een inwoner of een lichaam van laatstbedoelde Verdragsluitende Staat gelegen buiten laatstbedoelde Verdragsluitende Staat, en

(ii) deze inkomsten bij de berekening van de voordelen van een vaste inrichting in de laatstbedoelde Verdragsluitende Staat niet als zodanig worden afgetrokken.

(2) Voor de toepassing van het eerste lid omvat de uitdrukking 'inkomsten uit persoonlijke diensten' inkomsten uit dienstbetrekking en inkomsten die door een natuurlijke persoon worden verdiend met het verrichten van persoonlijke diensten in een zelfstandige hoedanigheid. De uitdrukking 'inkomsten uit dienstbetrekking' omvat mede inkomsten uit diensten verricht door leidinggevende personeelsleden van lichamen, maar omvat niet inkomsten uit persoonlijke diensten verricht door vennoten."

ARTIKEL X

Artikel XVII van het Verdrag vervalt en wordt door het volgende artikel vervangen:

"ARTIKEL XVII

"(1) Een natuurlijke persoon, die inwoner is van een der Verdragsluitende Staten bij de aanvang van zijn bezoek aan de

andere Verdragsluitende Staat en die, op uitnodiging van de Regering van de andere Verdragsluitende Staat of van een in de andere Verdragsluitende Staat gelegen universiteit of andere erkende onderwijsinrichting, de andere Verdragsluitende Staat bezoekt in de eerste plaats met de bedoeling onderwijs te geven of zich met wetenschappelijk onderzoek bezig te houden, of met beide, aan een universiteit of andere erkende onderwijsinrichting, is vrijgesteld van belasting geheven door de andere Verdragsluitende Staat, voor zijn inkomsten uit persoonlijke diensten voor het geven van onderwijs of het onderzoek aan deze onderwijsinrichting of aan andere zodanige onderwijsinrichtingen gedurende een tijdvak dat twee jaar te rekenen van de dag van zijn aankomst in de andere Verdragsluitende Staat niet te boven gaat.

(2) Dit artikel is niet van toepassing op inkomsten verkregen met het verrichten van wetenschappelijk onderzoek, indien dit onderzoek niet wordt verricht in het algemeen belang, maar in de eerste plaats voor het persoonlijke nut van een bepaalde persoon of personen."

ARTIKEL XI

Artikel XVIII van het Verdrag vervalt en wordt door het volgende artikel vervangen:

"ARTIKEL XVIII

"(1) (a) Een natuurlijke persoon, die inwoner is van een der Verdragsluitende Staten bij de aanvang van zijn bezoek aan de andere Verdragsluitende Staat en die tijdelijk in de andere Verdragsluitende Staat verblijf houdt in de eerste plaats met de bedoeling:

(i) aan een universiteit of andere erkende onderwijsinrichting in die andere Verdragsluitende Staat te studeren of op andere wijze zich met wetenschappelijk onderzoek van vormende aard bezig te houden, of

(ii) een opleiding te krijgen, die vereist is om hem te bekwamen voor de uitoefening van een beroep of van een gespecialiseerd beroep,

is vrijgesteld van belasting geheven door die andere Verdragsluitende Staat ter zake van:

(A) giften uit het buitenland ten behoeve van zijn onderhoud, onderwijs, studie, onderzoek of opleiding;

(B) een toelage, vergoeding, of prijs verleend door een Regering, onderwijsinrichting of instelling zonder winstoogmerk; en

(C) inkomsten uit persoonlijke diensten verricht in de andere Verdragsluitende Staat tot een bedrag dat 2.000 dollars (voor diensten verricht in de Verenigde Staten) of 3.600 gulden (voor diensten verricht in Nederland) in enig belastingjaar niet te boven gaat.

(b) De voordelen ingevolge dit lid worden slechts verleend voor zulk een tijdsduur als redelijkerwijs of gewoonlijk vereist is om het doel van het bezoek te bereiken, maar in geen geval zal een natuurlijke persoon de voordelen van dit lid gedurende meer dan vijf belastingjaren genieten.

(2) Een inwoner van een der Verdragsluitende Staten, die in de andere Verdragsluitende Staat verblijft als werknemer van of onder een contract met een inwoner of een lichaam van de eerstbedoelde Staat, in de eerste plaats met de bedoeling:

(i) technische, beroeps- of bedrijfservaring te verkrijgen van een andere persoon dan die inwoner of dat lichaam van de eerstbedoelde Staat, of van een lichaam, van welks stemgerechtigde aandelenkapitaal dat lichaam van de eerstbedoelde Staat 50 procent of meer bezit, of

(ii) aan een universiteit of andere erkende onderwijsinrichting in die andere Verdragsluitende Staat te studeren,

is gedurende één belastingjaar vrijgesteld van belasting geheven door die andere Verdragsluitende Staat ter zake van zijn inkomsten uit persoonlijke diensten tot een bedrag dat 5.000 dollars (voor diensten verricht in de Verenigde Staten) of 18.000 gulden (voor diensten verricht in Nederland) niet te boven gaat."

ARTIKEL XII

Artikel XIX van het Verdrag vervalt en wordt door het volgende artikel vervangen:

"ARTIKEL XIX

"(1) Niettegenstaande enige bepaling van dit Verdrag (afgezien van artikel XV, eerste lid, wanneer het toepasselijk is in het geval van een natuurlijke persoon die door beide Verdragsluitende Staten als Staatsburger wordt beschouwd), is elk der beide Verdragsluitende Staten bevoegd, bij het vaststellen van de belastingen—opcenten en andere verhogingen daaronder begrepen—van zijn Staatsburgers, inwoners of lichamen in de grondslag, waarnaar deze belastingen worden geheven, alle bestanddelen van het inkomen te begrijpen, welke belastbaar zijn volgens zijn eigen belastingwetgeving, als ware dit Verdrag niet in werking getreden.

(2) De Verenigde Staten zullen aan een Staatsburger, inwoner of lichaam van de Verenigde Staten een verrekening toestaan met de in artikel I, eerste lid, letter a, vermelde belastingen, van het daarvoor in aanmerking komende bedrag van aan Nederland betaalde belastingen. De grondslag voor dit in aanmerking komende bedrag zal zijn het aan Nederland betaalde belastingbedrag ter zake van inkomsten uit bronnen in Nederland, doch het zal niet overschrijden zodanig gedeelte van de belasting van de Verenigde Staten als de belastbare inkomsten uit bronnen in Nederland vormen van het totale belastbare inkomen. Voor de toepassing van dit lid worden de belastbare inkomsten berekend zonder enige

aftrek wegens persoonlijke vrijstellingen. Het is wel te verstaan dat, krachtens de bepalingen van het derde lid van dit artikel, met betrekking tot aan Nederland betaalde belastingen, Nederland voldoet aan het vereiste van een gelijksoortige verrekening, als gesteld in de Internal Revenue Code.

(3) Voorzover zulks in overeenstemming is met de bepalingen van de Nederlandse belastingwetgeving, stemt Nederland ermede in een vermindering van Nederlandse belasting toe te staan met betrekking tot inkomsten uit bronnen in de Verenigde Staten, teneinde rekening te houden met de Federal Income Taxes aan de Verenigde Staten betaald, hetzij rechtstreeks door de belastingplichtige, hetzij door inhouding bij de bron. Nederland verleent bovendien een aftrek op de Nederlandse belasting, bepaald overeenkomstig het eerste lid, met betrekking tot dividenden, ontvangen van een lichaam van de Verenigde Staten door een inwoner of een lichaam van Nederland. Het bedrag van deze aftrek is het laagste van de volgende bedragen:

(a) een bedrag gelijk aan 15 procent van de dividenden; of

(b) een bedrag dat tot de Nederlandse belasting, bepaald overeenkomstig het eerste lid van dit artikel, in dezelfde verhouding staat als het bedrag van de dividenden staat tot de inkomsten, die de grondslag vormen voor het bepalen van de Nederlandse belasting."

ARTIKEL XIII

Artikel XXIV van het Verdrag vervalt en wordt door het volgende artikel vervangen:

"ARTIKEL XXIV

"(1) Ingeval een belastingplichtige aantoont dat de handelwijze van de belastingautoriteiten van de Verdragsluitende Staten heeft geleid of zal leiden tot belastingheffing die niet in overeenstemming is met de bepalingen van dit Verdrag, heeft hij het recht zijn geval voor te leggen aan de Staat waarvan hij een Staatsburger of een inwoner is, of, indien de belastingplichtige een lichaam van een der Verdragsluitende Staten is, aan die Staat.

(2) Indien de klacht van de belastingplichtige gegrond wordt geacht, zal de bevoegde autoriteit van de Staat aan welke de klacht is voorgelegd trachten met de bevoegde autoriteit van de andere Staat tot overeenstemming te komen, teneinde belastingheffing, welke niet in overeenstemming met de bepalingen van dit Verdrag is, te vermijden. In het bijzonder kunnen de bevoegde autoriteiten van de Verdragsluitende Staten tezamen overleg plegen om te trachten tot overeenstemming te komen

(a) over dezelfde toerekening van nijverheids- of handelsvoordelen aan een in een van de Staten gelegen vaste inrichting van een onderneming van de andere Staat, of

(b) over dezelfde toerekening van voordelen tussen verbonden ondernemingen als voorzien in artikel IV.

Ingeval de bevoegde autoriteiten zulk een overeenstemming bereiken zal dienovereenkomstig door de Verdragsluitende Staten met betrekking tot deze inkomsten belasting worden geheven, en zal teruggaaf of verrekening van belasting worden toegestaan. Indien de belastingplichtige zich niet met hetgeen aldus is overeengekomen kan verenigen, mag de voorgaande zin niet dusdanig worden uitgelegd dat hem het recht wordt ontzegd om over de beslissing welke uit hetgeen is overeengekomen voortvloeit bij de gerechtelijke instanties in beroep te komen.

(3) De bevoegde autoriteiten van de Verdragsluitende Staten kunnen zich rechtstreeks met elkaar in verbinding stellen teneinde de bepalingen van dit Verdrag uit te voeren. Ingeval enige moeilijkheid of twijfel rijst met betrekking tot de uitlegging of toepassing van dit Verdrag, zullen de bevoegde autoriteiten trachten de aangelegenheid zo snel mogelijk in onderling overleg te regelen."

ARTIKEL XIV

Artikel XXV (2) en (3) van het Verdrag vervallen en worden door de volgende leden vervangen:

"(2) Een Staatsburger van een der Verdragsluitende Staten, die inwoner is van de andere Verdragsluitende Staat zal in die andere Verdragsluitende Staat niet aan zwaardere belastingen onderworpen worden dan een Staatsburger van die andere Verdragsluitende Staat die inwoner is van die Staat.

(3) Een vaste inrichting, die een Staatsburger of een lichaam van een der Verdragsluitende Staten in de andere Verdragsluitende Staat bezit zal in die andere Verdragsluitende Staat niet aan zwaardere belastingen onderworpen worden dan een Staatsburger of een lichaam van die andere Verdragsluitende Staat die dezelfde werkzaamheden uitoefent. Dit lid mag niet dusdanig worden uitgelegd, dat een van de Verdragsluitende Staten de verplichting wordt opgelegd om aan Staatsburgers van de andere Verdragsluitende Staat, die niet inwoners van de eerstbedoelde Staat zijn, de persoonlijke ontheffingen en aftrekken te verlenen, die krachtens de wetgeving van die eerstbedoelde Staat slechts aan inwoners van die Staat toekomen.

(4) Een lichaam van een der Verdragsluitende Staten, waarvan het kapitaal geheel of ten dele in het bezit is van een of meer Staatsburgers of lichamen van de andere Verdragsluitende Staat, zal in de eerstbedoelde Staat niet aan zwaardere belastingen worden onderworpen dan een lichaam van de eerstbedoelde Staat, waarvan het kapitaal geheel in het bezit is van een of meer Staatsburgers of lichamen van die eerstbedoelde Verdragsluitende Staat.

(5) De uitdrukking 'belastingen', zoals gebezigd in het tweede, derde en vierde lid van dit artikel, betekent elke belasting van elke soort en ongeacht of het Rijksbelastingen, federale belastingen, staatsbelastingen, of plaatselijke belastingen betreft."

ARTIKEL XV

Wat het Koninkrijk der Nederlanden betreft is het Aanvullende Verdrag slechts van toepassing op het deel van het Koninkrijk der Nederlanden, dat in Europa is gelegen.

ARTIKEL XVI

(1) Dit Aanvullende Verdrag zal worden bekrachtigd en de akten van bekrachtiging zullen zo spoedig mogelijk te 's-Gravenhage worden uitgewisseld.

(2) Dit Aanvullende Verdrag zal in werking treden op de dag van de uitwisseling van de akten van bekrachtiging en de artikelen zullen, behoudens het in het derde lid bepaalde, van kracht zijn voor belastingjaren welke aanvangen op of na de eerste januari van het jaar volgende op het jaar waarin deze uitwisseling plaats heeft.

(3) Artikel VII zal van kracht zijn met betrekking tot dividenden betaald met ingang van de dag na de dag van de uitwisseling van de akten van bekrachtiging, met deze uitzondering dat de bepalingen van artikel VII van het Verdrag van 29 april 1948 gedurende een tijdvak van twee jaar, aanvangende op de dag van de uitwisseling van de akten van bekrachtiging van dit Aanvullende Verdrag, van toepassing zullen blijven met betrekking tot dividenden betaald aan

(a) een lichaam of organisatie van de Verenigde Staten, werkzaam uitsluitend voor godsdienstige, liefdadigheids-, wetenschappelijke of onderwijsdoeleinden of ten algemenen nutte, en in de Verenigde Staten vrijgesteld van belasting, of

(b) een trust, opgericht of gevormd in de Verenigde Staten en deel uitmakende van een door een werkgever, uitsluitend ten behoeve van zijn werknemers of hun begunstigden getroffen voorziening inzake uitreiking van aandelen van de onderneming (stock bonus plan), inzake pensioen (pension plan) of inzake deelgerechtigdheid in de winst (profit sharing plan), en in de Verenigde Staten vrijgesteld van belasting,

indien dit lichaam, deze organisatie of deze trust de aandelen, ter zake waarvan deze dividenden worden betaald, op 30 april 1965 in bezit had.

IN WITNESS WHEREOF the above-mentioned Plenipotentiaries have signed this Supplementary Convention.

DONE at Washington, in duplicate, in the English and Dutch languages, the two texts having

TEN BLIJKE WAARVAN de bovengenoemde Gevolmachtigden dit Aanvullende Verdrag hebben ondertekend.

GEDAAN te Washington, in tweevoud, in de Engelse en in de Nederlandse taal, hebbende beide

equal authenticity, this 30th day of December, 1965.

teksten gelijke rechtskracht, op heden de 30ste December 1965.

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

DEAN RUSK

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

C. SCHURMANN

WHEREAS the Senate of the United States of America, by their resolution of June 21, 1966, two-thirds of the Senators present concurring therein, did advise and consent to the ratification of the aforesaid supplementary convention;

WHEREAS the aforesaid supplementary convention was duly ratified by the President of the United States of America on June 25, 1966, in pursuance of the aforesaid advice and consent of the Senate, and was duly ratified on the part of the Kingdom of the Netherlands;

WHEREAS it is provided in Article XVI of the aforesaid supplementary convention that the supplementary convention shall come into force on the date of the exchange of instruments of ratification;

AND WHEREAS the respective instruments of ratification of the aforesaid supplementary convention were duly exchanged at The Hague on July 8, 1966 by the respective Plenipotentiaries of the United States of America and the Kingdom of the Netherlands;

NOW, THEREFORE, be it known that I, Lyndon B. Johnson, President of the United States of America, do hereby proclaim and make public the aforesaid supplementary convention of December 30, 1965 to the end that it and each and every article and clause thereof may be observed and fulfilled with good faith by the United States of America and by the citizens of the United States of America and all other persons subject to the jurisdiction thereof.

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

DONE at the city of Washington this twenty-first day of July in the year of our Lord one thousand nine hundred sixty-six and of the Independence of the United States of America the one hundred ninety-first.

[SEAL]

LYNDON B. JOHNSON

By the President:
DEAN RUSK
Secretary of State

TIAS 6051

The Netherlands Embassy to the Department of State

The Embassy of the Netherlands presents its compliments to the Department of State and refers to the Supplementary Convention, signed at Washington on December 30, 1965, modifying and supplementing the Convention between the Kingdom of the Netherlands and the United States of America with respect to Taxes on Income and Certain Other Taxes signed at Washington on April 29, 1948.

Under instructions from its Government, the Embassy invites attention to a need for clarification arising from the fact that roman numerals are used in the Supplementary Convention both with respect to the articles thereof and with respect to the amended articles of the 1948 Convention as set forth therein.

Reference is made in particular to Article V of the Supplementary Convention in which it is provided that Article VII of the 1948 Convention shall be deleted and replaced by an Article VII as quoted in that Article V. In Article XVI (3) of the Supplementary Convention it is provided that, with respect to specified dividends and subject to certain conditions, "Article VII shall have effect with respect to dividends paid beginning on the day after the exchange of instruments of ratification except that the rules of Article VII of the Convention of April 29, 1948, shall continue to apply for a period of two years beginning on the date of exchange of instruments of ratification of this Supplementary Convention".

It is desirable that there be documentary evidence of the concurrence of the two Governments that the first reference to Article VII in Article XVI (3) of the Supplementary Convention of December 30, 1965, is intended to refer to Article VII of the Convention as replaced by the Article VII set forth in Article V of the Supplementary Convention.

The Government of the Netherlands will consider this note, together with a concurring note from the United States Government, as adequate evidence of the concurrence of the two Governments with respect to this matter.

C. S.

[SEAL]

WASHINGTON, D.C.
April 7, 1966.

The Department of State to the Netherlands Embassy

The Department of State acknowledges the receipt of the note of April 7, 1966, from the Embassy of the Netherlands referring to the Supplementary Convention, signed at Washington on December 30,

1965, modifying and supplementing the Convention between the United States of America and the Kingdom of the Netherlands With Respect to Taxes on Income and Certain Other Taxes signed at Washington on April 29, 1948.

The Embassy invites attention to a need for clarification arising from the fact that roman numerals are used in the Supplementary Convention both with respect to the articles thereof and with respect to the amended articles of the 1948 Convention as set forth therein.

The United States Government concurs with the statement in the Embassy's note that the first reference to Article VII in Article XVI (3) of the Supplementary Convention of December 30, 1965, is intended to refer to Article VII of the Convention as replaced by the Article VII set forth in Article V of the Supplementary Convention.

The Embassy's note, together with this concurring note, is considered by the United States Government as adequate evidence of the concurrence of the two Governments with respect to this matter.

C. I. B.

DEPARTMENT OF STATE,
Washington, April 27, 1966

PAKISTAN

Agricultural Commodities

Agreement signed at Karachi May 26, 1966;
Entered into force May 26, 1966.
With exchange of notes.

AGRICULTURAL COMMODITIES AGREEMENT BETWEEN THE GOVERNMENT OF PAKISTAN AND THE GOVERNMENT OF THE UNITED STATES OF AMERICA UNDER TITLE I OF THE AGRICULTURAL TRADE DEVELOPMENT AND ASSISTANCE ACT, AS AMENDED

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

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 or normal patterns of commercial trade with friendly countries;

Considering that the purchase for Pakistani rupees of agricultural commodities produced in the United States of America will assist in achieving such an expansion of trade;

Considering that the Pakistani rupees accruing from such purchase will be utilised in a manner beneficial to both countries;

Desiring to set forth the understandings which will govern the sales, as specified below, of agricultural commodities to the Government of Pakistan pursuant to Title I of the Agricultural Trade Development and Assistance Act, [1] as amended (hereinafter referred to as the Act), and the measures which the two Governments will take individually and collectively in furthering the expansion of trade in such commodities;

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[1] 68 Stat. 455; 7 U.S.C. §§ 1701–1709.

Have agreed as follows:

ARTICLE I

SALES FOR PAKISTAN RUPEES

1. Subject to issuance by the Government of the United States of America and acceptance by the Government of Pakistan of purchase authorizations and to the availability of the specified commodities under the Act at the time of exportation, the Government of the United States of America undertakes to finance the sales for Pakistani rupees, to purchasers authorized by the Government of Pakistan, of the following agricultural commodities in the amounts indicated:

Commodity	Export Market Value (Millions)
Wheat/wheat flour	$17.609
Cotton, extra long staple	.600
Tobacco	.650
Soybean/Cottonseed oil	6.385
	$25.244

2. Applications for purchase authorizations will be made within 90 days after the effective date of this agreement, except that applications for purchase authorizations for any additional commodities or amounts of commodities provided for in any amendment to this agreement will be made within 90 days after the effective date of such amendment. Purchase authorizations will include provisions relating to the sale and delivery of commodities, the time and circumstances of deposit of Pakistani rupees accruing from such sale, and other relevant matters.

3. The Government of the United States of America will finance ocean transportation costs incurred to this agreement only to the extent that such costs are higher than otherwise would be the case by reason of the requirement that approximately 50 per cent by tonnage of the commodities be transported in United States flag vessels. The balance of cost for commodities required to be carried in United States flag vessels shall be paid in dollars by the Government of Pakistan. The Government of Pakistan will not be required to deposit Pakistani rupees for ocean transportation financed by the Government of the United States of America.

4. Promptly after contracting for United States flag shipping space required to be used, and in any event not later than presentation of vessel for loading, the Government of Pakistan will open a letter of credit, in dollars, for the estimated cost of ocean transportation for commodities carried in United States flag vessels.

5. The financing, sale and delivery of commodities under this agreement may be terminated by either Government if that Government

determines that because of changed conditions the continuation of such financing, sale or delivery is unnecessary or undesirable.

ARTICLE II

USES OF PAKISTANI RUPEES

The Pakistani rupees accruing to the Government of 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 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. For United States expenditures under subsections (a), (b), (c), (d), (f) and (h) through (t) of Section 104 of the Act, or under any of such subsections, 20 per cent of the Pakistani rupees accruing pursuant to this agreement. Not more than the rupee equivalent of $275,000 will be used for purposes of subsections (s) and (t).

B. For loans to be made by the Agency for International Development of Washington (hereinafter referred to as A.I.D.) under Section 104(e) of the Act and for administrative expenses of A.I.D. in Pakistan, incident thereto, 5 per cent of the Pakistani rupees accruing pursuant to this agreement. It is understood that:

(1) Such loans under Section 104(e) of the Act will be made to United States business firms and branches, subsidiaries, or affiliates of such firms in Pakistan for business development and trade expansion in Pakistan and to United States firms and Pakistani firms for the establishment of facilities for aiding in the utilization, distribution, or otherwise increasing the consumption of, and markets for United States agricultural products.

(2) Loans will be mutually agreeable to A.I.D. and the Government of Pakistan, acting through the State Bank of Pakistan. The Governor of the State Bank of Pakistan, or his designate, will act for the Government of Pakistan, and the Administrator of A.I.D., or his designate, will act for A.I.D.

(3) Upon receipt of an application which A.I.D. is prepared to consider, A.I.D. will inform the State Bank of Pakistan of the identity of the applicant, the nature of the proposed business, the amount of the proposed loan, and the general purposes for which the loan proceeds would be expended.

(4) When A.I.D. is prepared to act favourably upon an application, it will so notify the State Bank of Pakistan and will indicate the interest rate and the repayment period which would be used under the proposed loan. The interest rate will be similar to that prevailing in Pakistan on comparable loans, provided such rate is not lower than cost of funds to the United States Treasury on comparable

maturities, and the maturities will be consistent with the purposes of the financing.

(5) Within sixty days after the receipt of the notice that A.I.D. is prepared to act favourably upon an application, the State Bank of Pakistan will indicate to A.I.D. whether or not it has any objection to the proposed loan. Unless within the sixty day period A.I.D. has received such a communication from the State Bank of Pakistan, it shall be understood that the State Bank of Pakistan has no objection to the proposed loan. When A.I.D. approves or declines the proposed loan it will notify the State Bank of Pakistan.

(6) In the event the Pakistani rupees set aside for loans under Section 104(e) of the Act are not advanced within three years from the date of this agreement because A.I.D. has not approved loans or because proposed loans have not been mutually agreeable to A.I.D. and the State Bank of Pakistan, the Government of the United States of America may use the Pakistani rupees for any purpose authorized by Section 104 of the Act.

C. For a loan to the Government of Pakistan under Section 104(g) of the Act for financing such projects to promote economic development, including projects not heretofore included in the plans of the Government of Pakistan, as may be mutually agreed, 75 percent of the Pakistani rupees accruing pursuant to this agreement. The terms and conditions of the loan and other provisions will be set forth in a separate loan agreement. In the event that agreement is not reached on the use of the Pakistani rupees for loan purposes under Section 104(g) of the Act within 3 years from the date of this agreement, the Government of the United States of America may use the Pakistani rupees for any purposes authorized by Section 104 of the Act.

ARTICLE III

DEPOSIT OF PAKISTANI RUPEES

1. The Government of Pakistan will deposit to the account of the Government of the United States of America an amount of Pakistani rupees equivalent to the dollar sales value of the commodities financed by the Government of the United States of America converted into Pakistani rupees at the applicable rate of exchange in effect on the date of dollar disbursement by the Government of the United States of America.

(a) If a unitary exchange rate system is maintained by the Government of Pakistan, the applicable rate will be the rate at which the central monetary authority of the Government of Pakistan, or its authorized agents, sells foreign exchange for Pakistani rupees.

(b) If a unitary rate system is not maintained the applicable rate will be the rate mutually agreed upon by the Government of the United States of America and the Government of Pakistan.

2. The Government of the United States of America shall determine which of its funds shall be used to pay any refunds of Pakistani rupees which become due under this agreement or which are due or become due under any prior agricultural commodities agreement. A reserve will be maintained under this agreement for two years from the effective date of this agreement which may be used for the payment of such refunds. Any payment out of this reserve shall be treated as a reduction in the total Pakistani rupees accruing to the Government of the United States of America under this agreement.

ARTICLE IV

GENERAL UNDERTAKINGS

1. The Government of Pakistan will take all possible measures to prevent the resale or transshipment to other countries or the use for other than domestic purposes of the agricultural commodities purchased pursuant to this agreement (except where such resale, transshipment or use is specifically approved by the Government of the United States of America); to prevent the export of any commodity of either domestic or foreign origin which is the same as, or like, the commodities purchased pursuant to this agreement in any U.S. fiscal year during which Title I commodities are being imported (except where such export is specifically approved by the Government of the United States); and to ensure that the purchase of commodities pursuant to this agreement does not result in increased availability of the same or like commodities for export from Pakistan.

2. The two Governments will take reasonable precautions to assure that all sales and purchases of agricultural commodities pursuant to this agreement will not displace usual marketings of the United States of America in these commodities or unduly disrupt world prices of agricultural commodities or normal patterns of commercial trade with friendly countries.

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 Pakistan will furnish quarterly information on the progress of the programme, particularly with respect to the arrival and condition of commodities, provisions for the maintenance of usual marketings, and imports and 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 Karachi in duplicate this 26th day of May, 1966.

FOR THE GOVERNMENT OF PAKISTAN

By: S OSMAN ALI

S. Osman Ali

Title: *Secretary to the Government of Pakistan*

[SEAL]

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA

By: WILLIAM I. CARGO

William I Cargo

Title: *Charge d'Affaires ad interim of the American Embassy in Pakistan*

[SEAL]

The American Chargé d'Affaires ad interim to the Pakistan Secretary, Economic Affairs Division

KARACHI, PAKISTAN
May 26, 1966

EXCELLENCY:

I have the honor to refer to the Agricultural Commodities Agreement between our two Governments signed today and to inform you of my Government's understanding of the following:

1. In expressing its agreement with the Government of the United States of America that the above-mentioned deliveries should not unduly disrupt world prices of agricultural commodities or impair trade relations among friendly nations, the Government of Pakistan agrees to procure and import with its own resources at least 75,000 metric tons of wheat and 10,500 metric tons of edible oil during U.S. fiscal year 1966 from the United States of America and countries friendly to it, in addition to the agricultural commodities to be purchased under the terms of the agreement. If deliveries extend into a subsequent period, the level of usual marketings for such period will be determined at the time the request for extension of deliveries is made.

   Further, the Government of Pakistan agrees that it will not export rice, except for superior grades known as Basmati, Permal and Begmi, without the prior consent of the Government of the United States of America during fiscal year 1966 or any U.S. fiscal year during which wheat under the agreement is being received and utilized.

2. The Government of Pakistan agrees that Pakistani rupees received by the Government of the United States of America under the agreement will be deposited in an account in the State Bank of Pakistan bearing interest at a rate of not less than 1½ per cent per annum. However, (A) rupees in the State Bank of Pakistan which are for uses provided in Article II (B) and (C) of the agreement will be transferred to other banks in Pakistan as mutually agreed by the Government of Pakistan and the Government of the United States, and, (B) the Government of the United States, after consultation with the Government of Pakistan, may withdraw any of the rupees which are for the uses provided in Article II A of the Agreement.

3. The Government of Pakistan will provide, upon request of the Government of the United States of America, facilities for conversion into other non-dollar currencies of the following amounts of Pakistani rupees:

   (1) for purposes of Section 104(a) of the Act, $504,880 worth or two per cent of the Pakistani rupees accruing to the

United States of America under the agreement as proceeds from sales and 104(g) loans (including principal and interest), whichever is greater, to finance agricultural market development activities in other countries; and

(2) for purposes of Section 104(h) of the Act and for the purposes of the Mutual Educational and Cultural Exchange Act of 1961,[1] up to $270,000 worth of Pakistani rupees to finance educational and cultural exchange programs and activities in other countries.

4. The Government of the United States of America may utilize Pakistani rupees in Pakistan to pay for travel in which the traveler travels from, to or through Pakistan. It is understood that these funds are intended to cover only travel by persons who are traveling on official business for or in connection with activities financed by the Government of the United States of America. It is further understood that the travel for which Pakistani rupees may be utilized shall not be limited to services provided by Pakistani transportation facilities.

5. With regard to Paragraph 4 of Article IV of the agreement, the Government of Pakistan agrees to furnish quarterly the following information in connection with each shipment of commodities received under the agreement: name of each vessel, the date of arrival, the port of arrival, the commodity and quantity received, the condition in which received, the date unloading was completed, and the disposition of the cargo, i.e., stored, distributed, locally, or, if shipped, where shipped. In addition, the Government of Pakistan agrees to furnish quarterly: (a) a statement of measures it has taken to prevent the resale or transshipment of commodities furnished, (b) assurances that the program has not resulted in increased availability of the same or like commodities to other nations and (c) a statement by the Government showing progress made toward fulfilling commitments on usual marketings.

   The Government of Pakistan further agrees that the above statements will be accompanied by statistical data on imports and exports by country of origin or destination of commodities which are the same as or like those imported under the agreement.

I shall appreciate receiving your Excellency's confirmation of the above understanding.

[1] 75 Stat. 527; 22 U.S.C. § 2451 note.

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

WILLIAM I. CARGO
Charge d'Affaires ad interim of the American Embassy in Pakistan

Mr. S. OSMAN ALI, S. Pk., S.Q.A.
Secretary
Economic Affairs Division
Government of Pakistan
Karachi

The Pakistan Secretary, Economic Affairs Division, to the American Chargé d'Affaires ad interim

GOVERNMENT OF PAKISTAN
PRESIDENT'S SECRETARIAT
ECONOMIC AFFAIRS DIVISION

TELEGRAMS : ECONOMIC

KARACHI, *May 26, 1966.*

DEAR MR. CARGO,

I have the honour to acknowledge with thanks the receipt of your letter dated May 26, 1966, containing the understanding in respect of the Agricultural Commodities Agreement signed today, the text of which is reproduced below:

"I have the honor to refer to the Agricultural Commodities Agreement between our two Governments signed today and to inform you of my Government's understanding of the following:

1. In expressing its agreement with the Government of the United States of America that the above-mentioned deliveries should not unduly disrupt world prices of agricultural commodities or impair trade relations among friendly nations, the Government of Pakistan agrees to procure and import with its own resources at least 75,000 metric tons of wheat and 10,500 metric tons of edible oil during U.S. fiscal year 1966 from the United States of America and countries friendly to it, in addition to the agricultural commodities to be purchased under the terms of the agreement. If deliveries extend into a subsequent period, the level of usual marketings for such period will be determined at the time the request for extension of deliveries is made.

   Further, the Government of Pakistan agrees that it will not export rice, except for superior grades known as Basmati, Permal and Begmi, without the prior consent of the Government of the United States of America during fiscal year 1966 or any U.S.

fiscal year during which wheat under the agreement is being received and utilized.

2. The Government of Pakistan agrees that Pakistani rupees received by the Government of the United States of America under the agreement will be deposited in an account in the State Bank of Pakistan bearing interest at a rate of not less than 1½ per cent per annum. However, (A) rupees in the State Bank of Pakistan which are for uses provided in Article II (B) and (C) of the agreement will be transferred to other banks in Pakistan as mutually agreed by the Government of Pakistan and the Government of the United States, and, (B) the Government of the United States, after consultation with the Government of Pakistan, may withdraw any of the rupees which are for the uses provided in Article II A of the agreement.

3. The Government of Pakistan will provide, upon request of the Government of the United States of America, facilities for conversion into other non-dollar currencies of the following amounts of Pakistani rupees:

   (1) for purposes of Section 104(a) of the Act, $504,880 worth or two per cent of the Pakistani rupees accruing to the United States of America under the agreement as proceeds from sales and 104(g) loans (including principal and interest), whichever is greater, to finance agricultural market development activities in other countries; and

   (2) for purposes of Section 104(h) of the Act and for the purposes of the Mutual Educational and Cultural Exchange Act of 1961, up to $270,000 worth of Pakistani rupees to finance educational and cultural exchange programs and activities in other countries.

4. The Government of the United States of America may utilize Pakistani rupees in Pakistan to pay for travel in which the traveler travels from, to or through Pakistan. It is understood that these funds are intended to cover only travel by persons who are traveling on official business for or in connection with activities financed by the Government of the United States of America. It is further understood that the travel for which Pakistani rupees may be utilized shall not be limited to services provided by Pakistani transportation facilities.

5. With regard to Paragraph 4 of Article IV of the agreement, the Government of Pakistan agrees to furnish quarterly the following information in connection with each shipment of commodities received under the agreement: name of each vessel, the date of arrival, the port of arrival, the commodity and quantity received, the condition in which received, the date unloading was

completed, and the disposition of the cargo, i.e., stored, distributed, locally, or, if shipped, where shipped. In addition, the Government of Pakistan agrees to furnish quarterly: (a) a statement of measures it has taken to prevent the resale or transshipment of commodities furnished, (b) assurances that the program has not resulted in increased availability of the same or like commodities to other nations and (c) a statement by the Government showing progress made toward fulfilling commitments on usual marketings.

The Government of Pakistan further agrees that the above statements will be accompanied by statistical data on imports and exports by country of origin or destination of commodities which are the same as or like those imported under the agreement.

I shall appreciate receiving your Excellency's confirmation of the above understanding.

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

I confirm that the foregoing sets forth the understanding of the Government of Pakistan.

Yours sincerely,

S Osman Ali

(S. Osman Ali)
Secretary.

William I. Cargo Esqr.,
Charge d'Affaires ad interim
of the American Embassy in Pakistan,
Karachi.

FRANCE

Weather Stations: Cooperative Program on Guadeloupe Island

Agreement amending and extending the agreement of March 23, 1956, as supplemented and extended.
Effected by exchange of notes
Dated at Paris January 12 and July 7, 1966;
Entered into force July 7, 1966;
Effective from June 30, 1965.

The French Ministry of Foreign Affairs to the American Embassy

MINISTÈRE
DES
AFFAIRES ÉTRANGÈRES

DIRECTION DES CONVENTIONS
ADMINISTRATIVES
ET DES AFFAIRES CONSULAIRES

23, rue La Pérouse - PARIS XVIe
KLE. 52.00

Unions Internationales

LIBERTÉ - ÉGALITÉ - FRATERNITÉ

RÉPUBLIQUE FRANÇAISE

00189/1.39

PARIS, LE *12 jan 1966*

Le Ministère des Affaires Etrangères présente ses compliments à l'Ambassade des Etats-Unis d'Amérique et a l'honneur de se référer aux notes nº 259 du 4 avril 1963 de l'Ambassade et nº 4238 du 13 août 1963 du Ministère relatives à la reconduction de l'Accord intervenu le 23 mars 1956 entre les gouvernements américain et français au sujet de l'exploitation commune de la station de radiosondage établie au Raizet (Guadeloupe).

Cet Arrangement étant devenu caduc depuis le 30 juin 1965, le Ministère a l'honneur d'en proposer à l'Ambassade le renouvellement pur et simple pour une nouvelle période triennale commençant à cette date pour s'achever le 1er juillet 1968.

Si le gouvernement des Etats-Unis d'Amérique n'a pas d'objection à cette proposition, la présente note et la réponse de l'Ambassade seraient considérées comme valant prolongation dudit Arrangement dont l'Ambassade voudra bien trouver ci-joint le texte français.

Le Ministère des Affaires Etrangères saisit cette occasion pour renouveler à l'Ambassade des Etats-Unis d'Amérique les assurances de sa très haute considération.

[SEAL] J C

AMBASSADE DES ETATS-UNIS D'AMERIQUE
Paris

Translation

MINISTRY OF
FOREIGN AFFAIRS

DIVISION OF
ADMINISTRATIVE CONVENTIONS
AND CONSULAR AFFAIRS

23, rue La Pérouse, PARIS XVIe
KLE. 52.00

International Unions

LIBERTY - EQUALITY - FRATERNITY
FRENCH REPUBLIC

00189/1.39

PARIS, *January 12, 1966*

The Ministry of Foreign Affairs presents its compliments to the Embassy of the United States of America and has the honor to refer to the Embassy's note No. 259 of April 4, 1963 [1] and the Ministry's note No. 4238 of August 13, 1963 [2] concerning the renewal of the Agreement concluded on March 23, 1956 [3] between the Government of the United States of America and the Government of France relating to the joint operation of the radio sounding station established at Raizet, Guadeloupe.

That Agreement having expired on June 30, 1965, the Ministry has the honor to propose to the Embassy that it merely be renewed for another three-year period, beginning on that date and ending on July 1, 1968.

If the Government of the United States of America has no objection to this proposal, this note and the Embassy's note would be considered as tantamount to an extension of the aforesaid Agreement, the French text of which the Embassy will find enclosed.[3]

The Ministry of Foreign Affairs avails itself of this opportunity to renew to the Embassy of the United States of America the assurances of its very high consideration.

[SEAL] J C

EMBASSY OF THE
UNITED STATES OF AMERICA,
Paris.

[1] Not printed.
[2] TIAS 5485; 14 UST 1766.
[3] TIAS 3647; 7 UST 2545, 2547.

The American Embassy to the French Ministry of Foreign Affairs

THE FOREIGN SERVICE
OF THE
UNITED STATES OF AMERICA

No. 6

The Embassy of the United States of America refers to note No. 00189/1.39, dated January 12, 1966, from the Ministry of Foreign Affairs, concerning another renewal of the agreement concluded on March 23, 1956 between the Government of the United States of America and the Government of France relating to the joint operation of the rawinsonde observation station established at Raizet, Guadeloupe, and informs the Government of France of the following.

The Government of the United States of America accepts the proposal of the Government of France that the agreement, as supplemented and extended, which expired on June 30, 1965, be renewed for another three-year period, beginning on that date and ending on July 1, 1968.

With regard to principle number 1 in the agreement, the Government of the United States of America informs the Government of France that, with effect from July 13, 1965, the Weather Bureau, Department of Commerce, the United States Cooperating Agency under the agreement, was replaced by the Environmental Science Services Administration of the United States Department of Commerce.

EMBASSY OF THE UNITED STATES OF AMERICA,
Paris, July 7, 1966

UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND

Tracking Stations

Agreement extending the agreement of January 20, 1961.
Effected by exchange of notes
Signed at London January 17 and February 8, 1966;
Entered into force January 17, 1966.

The British Secretary of State for Foreign Affairs to the American Ambassador

FOREIGN OFFICE, S.W.1.
17 January, 1966.

YOUR EXCELLENCY,

I have the honour to refer to the Agreement between our two Governments effected by the Exchange of Notes signed at London on the 20th of January, 1961, [1] concerning a co-operative programme for the establishment and operation of Space Vehicle Tracking Stations in the United Kingdom.

I have the honour to propose, that the Agreement be extended without change for a period of six months beyond the period of five years for which it was originally concluded.

If the foregoing proposal is acceptable to the Government of the United States of America, I have the honour to suggest that this Note and Your Excellency's reply to that effect shall together constitute an Agreement between our two Governments which shall enter into force from to-day's date.

I have the honour to be, with the highest consideration,
Your Excellency's obedient Servant,

MICHAEL STEWART

His Excellency
The Honourable DAVID K. E. BRUCE, C.B.E.

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[1] TIAS 4679; 12 UST 90.

The American Ambassador to the British Secretary of State for Foreign Affairs

No. 64 LONDON, *February 8, 1966*

SIR:

I have the honor to acknowledge the receipt of your Note of January 17, 1966 which reads as follows:

"I have the honour to refer to the Agreement between our two Governments effected by the Exchange of Notes signed at London on the 20th of January, 1961, concerning a co-operative programme for the establishment and operation of Space Vehicle Tracking Stations in the United Kingdom.

I have the honour to propose, that the Agreement be extended without change for a period of six months beyond the period of five years for which it was originally concluded.

If the foregoing proposal is acceptable to the Government of the United States of America, I have the honour to suggest that this Note and Your Excellency's reply to that effect shall together constitute an Agreement between our two Governments which shall enter into force from to-day's date".

In reply, I have the honor to inform you that the above proposals are acceptable to the Government of the United States of America, which, therefore, agrees that your Note together with this reply shall constitute an Agreement between our two Governments which shall enter into force on the date of the United Kingdom's Note of January 17, 1966.

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

DAVID K. E. BRUCE

The Right Honorable
MICHAEL STEWART,
Secretary of State for Foreign Affairs,
Foreign Office, S.W.1.

CANADA

Defense: Continuing Use of Land Adjacent to Leased Bases Area at Redcliff, Newfoundland

Agreement effected by exchange of notes
Signed at Ottawa June 15, 1966;
Entered into force June 15, 1966.

The American Chargé d'Affaires ad interim to the Canadian Secretary of State for External Affairs

No. 391 OTTAWA, *June 15, 1966*

SIR:

I have the honor to bring to your attention the need of the United States Navy for the continuing use of certain land, adjacent to the present Leased Bases area at Redcliff, Newfoundland, for purposes in connection with the operation of the communications site maintained by the United States Navy there.

It will be recalled that the Redcliff site was originally used by the United States Air Force. The site was initially made available under the 1941 Leased Bases Agreement.[1] Additional adjacent land was subsequently provided under an Exchange of Notes signed at Washington, August 1, 1951,[2] constituting an agreement regarding the extension and co-ordination of the continental radar defense system, the so-called "Pine Tree" Agreement. When the United States Air Force deactivated its Redcliff facilities in 1961, it was understood that the "Pine Tree" property was reverting to the Royal Canadian Air Force and the Leased Bases property was being transferred to the United States Navy for continued United States utilization as a remote transmitter-receiver facility for the United States Naval Station at Argentia. Although the source of the discrepancy is not known, the Royal Canadian Air Force subsequently discovered, and so informed the United States Navy, that certain segments of the "Pine Tree" and perhaps other property and associated easements, had been taken into use by the Navy for the communications facility.

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[1] EAS 235; 55 Stat. 1560.
[2] TIAS 3049; 5 UST 1721.

The exact boundaries of the segments of land are not at present precisely known, but it is understood that the necessary action is being taken by the Canadian authorities concerned to determine the metes and bounds of the land in question. When such action is completed, copies of the resulting documents legally describing the land shall be appended to and become part of this Agreement.[1]

The United States Government therefore requests agreement from the Canadian Government that the land and the associated easements now being utilized in connection with the operation of the United States Navy communications site may continue to be made available for the use of the United States Navy.

The United States use of the land, subject to the specific termination condition as provided below, shall be upon the same conditions as those presently governing the main adjacent area used by the United States Navy for its remote transmitter-receiver facility.

If the foregoing is acceptable to the Government of Canada, I have the honor to propose that this note and your note in reply to that effect shall constitute an agreement between our two Governments regarding this matter which shall enter into force on the date of your reply for a period of ten years and shall continue in force thereafter until terminated either by mutual agreement or as herein provided. Following the ten-year period, if either Government concludes that the land is no longer required for the stated use, and the other Government does not agree, the question of continuing use shall be referred to the Permanent Joint Board on Defense. In considering the question of need, the Permanent Joint Board on Defense shall take into account the relationship of the communications facility to any other similar installation established in the mutual defense interest of the two countries. Following consideration by the Permanent Joint Board on Defense, either Government may decide that the land should no longer be used for the stated purpose, in which case, following twelve months' written notice of such decision being communicated to the other Government, this Agreement shall be terminated accordingly.

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

J W SCOTT

Joseph W. Scott
Charge d'Affaires ad interim

The Honorable
PAUL MARTIN,
Secretary of State for External Affairs,
Ottawa.

[1] Not printed. When completed, the documents will be filed in the archives of the Department of State where they will be available for reference.

The Canadian Secretary of State for External Affairs to the American Chargé d'Affaires ad interim

DEPARTMENT OF EXTERNAL AFFAIRS

MINISTÈRE DES AFFAIRES EXTÉRIEURES

CANADA

No. DL-1593

OTTAWA, *June 15, 1966.*

SIR,

I have the honour to acknowledge receipt of your Note No. 391 of June 15, 1966, proposing an agreement between our two Governments to provide for the continued use by the United States Navy of certain land, adjacent to the present Leased Bases area at Redcliff, Newfoundland, for purposes in connection with the operation of the communications site maintained by the United States Navy there.

I have the honour to inform you that the proposals contained in your Note are acceptable to the Government of Canada and, further, to confirm that your Note and this reply shall constitute an agreement between our two Governments on this matter, effective this date.

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

PAUL MARTIN
Secretary of State
for External Affairs.

The Honourable JOSEPH W. SCOTT,
Chargé d'Affaires ad interim,
Embassy of the United States of America,
Ottawa.

SIERRA LEONE

Judicial Procedure

Agreement effected by exchange of notes
Signed at Freetown March 31 and May 6, 1966;
Entered into force May 6, 1966.

The American Ambassador to the Sierra Leonean Acting Minister of External Affairs

No. 97 FREETOWN, *March 31, 1966.*

EXCELLENCY:

I have the honor to refer to recent conversations between representatives of our two Governments relating to a proposed Agreement between the Government of Sierra Leone and the Government of the United States to facilitate the conduct of litigation with international aspects in either country. I also have the honor to confirm the understandings reached as a result of these conversations:

1. The Government of the United States, acting through the Department of State as authorized by Act of Congress (Public Law 88-619, 88th Congress, H.R. 9435, October 3, 1964; 78 Stat. 996f; 28 U.S.C. 1781), agrees to receive a letter rogatory issued, or request made, by a tribunal in Sierra Leone, to transmit it to the tribunal, officer, or agency in the United States to whom it is addressed, and to receive and return it after execution.

It is understood by the Parties to this Agreement that the aforesaid undertaking of the Government of the United States does not preclude the transmittal of a letter rogatory or request directly from a tribunal in Sierra Leone to the tribunal, officer, or agency in the United States to whom it is addressed and its return in the same manner. It is further understood that nothing in the aforesaid undertaking of the Government of the United States shall be construed as affecting the discretion of any court in the United States to issue an appropriate order, to impose conditions on the issuance of an order or to refuse an order.

2. The Government of Sierra Leone agrees to receive a letter rogatory issued, or request made, by a tribunal in the United States, to transmit it to the tribunal, officer, or agency in Sierra Leone to whom it is addressed, and to receive and return it after execution.

It is understood by the Parties to this Agreement that the aforesaid undertaking of the Government of Sierra Leone does not preclude the transmittal of a letter rogatory or request directly from a tribunal in the United States to the tribunal, officer, or agency in Sierra Leone to whom it is addressed and its return in the same manner. It is further understood that nothing in the aforesaid undertaking of the Government of Sierra Leone shall be construed as affecting any discretion of the courts of Sierra Leone to issue an appropriate order, to impose conditions on the issuance of an order, or in proper cases to refuse to issue an order.

3. It is the intention of the Parties that nothing in the arrangement resulting from their mutual undertakings aforesaid shall be construed to deprive either Government of its right to except certain letters or requests from its undertaking for reasonable cause as determined by itself and communicated to the other Government. In the event of any such exceptions, the Parties agree to endeavor by negotiations to make other arrangements to dispose of the letters or requests involved.

4. It is further the intention of the Parties that, insofar as the taking of evidence on commission in the United States may be requested by litigants in the courts of Sierra Leone, this Agreement satisfy the requirement of Section 10 of the Evidence on Commission Act of Sierra Leone 1962 (No. 62 of 1962 as amended by No. 17 of 1963) that an arrangement exist for the taking of evidence on commission abroad.

5. It is understood that the person requesting a letter rogatory shall be responsible for any costs or expenses in connection with its execution.

6. In the event that legislation be enacted in either Sierra Leone or the United States affecting performance under this Agreement, this Agreement shall be deemed abrogated *pro tanto*.

7. I have the honor to propose that, if these understandings are acceptable to the Government of Sierra Leone, the present note and your reply note concurring therein shall constitute an Agreement between our two Governments which shall enter into force on the date of Your Excellency's reply note and which shall remain in force until thirty days after the receipt by either Government of written notification of the intention of the other to terminate it.

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

ANDREW V. CORRY

His Excellency
Mr. A. H. KABIA,
Acting Minister of External Affairs,
Tower Hill, Freetown.

The Sierra Leonean Minister of External Affairs to the American Ambassador

UNITY – FREEDOM – JUSTICE

THE MINISTRY OF EXTERNAL AFFAIRS,
TOWER HILL,
FREETOWN,
SIERRA LEONE.
6th May, 1966

No. 15455/339

EXCELLENCY,

I have the honour to acknowledge receipt of your Note No. 97 dated 31st March, 1966, concerning discussions between representatives of our two Governments relating to a proposed Agreement between the Government of the United States of America and the Government of Sierra Leone to facilitate the conduct of litigation with international aspects in either country. I also have the honour to confirm the understandings reached as a result of their discussions:–

1. The Government of the United States, acting through the Department of State as authorised by Act of Congress (Public Law 88–619, 88th Congress, H.R. 9435, October 3rd, 1964; 78th Stat. 996f; 28 U.S.C. 1781), agrees to receive a letter rogatory issued, or request made, by a tribunal in Sierra Leone, to transmit it to the tribunal, officer, or agency in the United States to whom it is addressed, and to receive and return it after execution.

   It is understood by the Parties to this Agreement that the aforesaid undertaking of the Government of the United States does not preclude the transmittal of a letter rogatory or request directly from a tribunal in Sierra Leone to the tribunal, officer, or agency in the United States to whom it is addressed and its return in the same manner. It is further understood that nothing in the aforesaid undertaking of the Government of the United States shall be construed as affecting the discretion of any court in the United States to issue an appropriate order, to impose conditions on the issuance of an order or to refuse an order.

2. The Government of Sierra Leone agrees to receive a letter rogatory issued, or request made, by a tribunal in the United States, to transmit it to the tribunal, officer, or agency in Sierra Leone to whom it is addressed, and to receive and return it after execution.

   It is understood by the Parties to this Agreement that the aforesaid undertaking of the Government of Sierra Leone does not preclude the transmittal of a letter rogatory or request directly from a tribunal in the United States to the tribunal, officer, or agency in Sierra Leone to whom it is addressed and

its return in the same manner. It is further understood that nothing in the aforesaid undertaking of the Government of Sierra Leone shall be construed as affecting any discretion of the courts of Sierra Leone to issue an appropriate order, to impose conditions on the issuance of an order, or in proper cases to refuse to issue an order.

3. It is the intention of the Parties that nothing in the arrangement resulting from their mutual undertakings aforesaid shall be construed to deprive either Government of its right to except certain letters or requests from its undertaking for reasonable cause as determined by itself and communicated to the other Government. In the event of any such exceptions, the Parties agree to endeavour by negotiations to make other arrangements to dispose of the letters or requests involved.

4. It is further the intention of the Parties that, insofar as the taking of evidence on commission in the United States may be requested by litigants in the courts of Sierra Leone, this Agreement satisfy the requirement of Section 10 of the Evidence on Commission Act of Sierra Leone 1962 (No. 62 of 1962 as amended by No. 17 of 1963) that an arrangement exist for the taking of evidence on Commission abroad.

5. It is understood that the person requesting a letter rogatory shall be responsible for any costs or expenses in connection with its execution.

6. In the event that legislation be enacted in either Sierra Leone or the United States affecting performance under this Agreement, this Agreement shall be deemed abrogated *pro tanto.*

I have the honour to inform Your Excellency that these understandings are acceptable to the Government of Sierra Leone and in accordance with Your Excellency's proposal, this reply Note and your Note already referred to, shall constitute an Agreement between our two Governments which shall enter into force on the date of this reply Note and shall remain in force until thirty days after receipt by either Government of written notification of the intention of the other to terminate it.

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

MAIGORE KALLON
Minister of External Affairs.

His Excellency,
Mr. ANDREW V. CORRY,
U.S. Ambassador, Freetown.

MULTILATERAL

Further Extension of International Wheat Agreement, 1962

Protocol open for signature at Washington April 4 to 29, inclusive, 1966;
Ratification advised by the Senate of the United States of America July 14, 1966;
Ratified by the President of the United States of America July 15, 1966;
Instrument of acceptance of the United States of America deposited at Washington July 15, 1966;
Proclaimed by the President of the United States of America August 2, 1966;
Entered into force July 16, 1966, with respect to Part I and Parts III to VII; and August 1, 1966, with respect to Part II.

BY THE PRESIDENT OF THE UNITED STATES OF AMERICA

A PROCLAMATION

WHEREAS the Protocol for the Further Extension of the International Wheat Agreement, 1962, [1] was open for signature in Washington from April 4 until and including April 29, 1966 and was signed by the respective Plenipotentiaries of the Government of the United States of America and the Governments of forty-two other countries;

WHEREAS the text of the said Protocol, in the English, French, Russian, and Spanish languages, as certified by the Government of the United States of America, is word for word as follows:

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[1] TIAS 5115, 5844; 13 UST 1571; 16 UST 1010.

PROTOCOL FOR THE FURTHER EXTENSION
OF THE INTERNATIONAL WHEAT AGREEMENT, 1962

The Governments signatory to this Protocol,

Considering that the International Wheat Agreement, 1962 which was extended by Protocol in 1965, expires on 31 July 1966, and

Desiring to extend the Agreement, in accordance with the recommendations of the International Wheat Council under paragraph (2) of Article 36 of the Agreement, for a further period,

Have agreed as follows:

ARTICLE 1

Extension of the International Wheat Agreement, 1962

The International Wheat Agreement, 1962 as extended by the 1965 Protocol (hereinafter called "the Agreement") shall continue in force between the parties to this Protocol until 31 July 1967.

ARTICLE 2

Signature, Acceptance, Approval and Accession

(1) This Protocol shall be open for signature in Washington from 4 April 1966 until and including 29 April 1966 by the Governments parties to the Agreement, or which are provisionally regarded as parties to the Agreement, on 4 April 1966.

(2) This Protocol shall be subject to acceptance or approval by the signatory Governments in accordance with their constitutional procedures. Instruments of acceptance or approval shall be deposited with the Government of the United States of America not later than 15 July 1966.

(3) This Protocol shall be open for accession:

(a) until 15 July 1966 by the Government of any country listed in Annex B or C to the Agreement as of that date, in accordance with the conditions specified in the Agreement or prescribed by the Council before its accession to the Agreement, or

(b) as provided in paragraph (4) of Article 35 of the Agreement.

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

(5) Any Government which has not accepted, approved or acceded to this Protocol by 15 July 1966 in accordance with paragraph (2) or

(3)(a) of this Article may be granted by the Council an extension of time for depositing its instrument of acceptance, approval or accession.

ARTICLE 3

Entry into Force

(1) This Protocol shall enter into force among those Governments which have deposited instruments of acceptance, approval or accession in accordance with Article 2 of this Protocol by 15 July 1966, as follows:

(a) on 16 July 1966, with respect to Part I and Parts III to VII of the Agreement, and

(b) on 1 August 1966, with respect to Part II of the Agreement,

Provided, that such Governments and the Governments which have deposited notifications in accordance with paragraph (3) of this Article by 15 July 1966 are Governments which held not less than two-thirds of the votes of exporting countries and not less than two-thirds of the votes of importing countries under the Agreement on that date, or would have held such votes if they had been parties to the Agreement on that date.

(2) This Protocol shall enter into force for any Government which deposits an instrument of acceptance, approval or accession after 15 July 1966 on the date of such deposit except that the Protocol shall not enter into force with respect to Part II of the Agreement earlier than 1 August 1966.

(3) For the purposes of entry into force of this Protocol in accordance with paragraph (1) of this Article, any signatory Government or any Government entitled to accede in accordance with paragraph (3)(a) of Article 2 of this Protocol or any Government

whose application for accession has been approved by the Council on conditions established under paragraph (3)(b) of Article 2 of this Protocol may deposit a notification with the Government of the United States of America not later than 15 July 1966 containing an undertaking to seek acceptance, approval or accession to this Protocol as rapidly as possible in accordance with its constitutional procedures. It is understood that a Government which gives such a notification will provisionally apply the Protocol and be provisionally regarded as a party thereto for a period to be determined by the Council.

(4) If by 15 July 1966 the conditions laid down in the preceding paragraphs of this Article for entry into force of this Protocol are not fulfilled, the Governments of those countries which by that date have accepted, approved or acceded in accordance with Article 2 of this Protocol may decide by mutual consent that it shall enter into force among them or they may take whatever other action they consider the situation requires.

ARTICLE 4

Final Provisions

(1) For the purposes of the operation of the Agreement and this Protocol, any reference to countries the respective Governments of which have acceded to the Agreement on conditions prescribed by the Council in accordance with paragraph (4) of Article 35 of the Agreement shall include a country which has acceded to this Protocol in accordance with paragraph (3)(b) of Article 2 of this Protocol.

(2) The Government of the United States of America shall promptly inform each Government which is a party or is provisionally regarded as a party to this Protocol, or which on 4 April 1966 is a party or is provisionally regarded as a party to the Agreement, of

each signature, acceptance or approval of, or accession to this Protocol, of each notification made in accordance with paragraph (3) of Article 3 of this Protocol, and of the date of entry into force of this Protocol.

IN WITNESS WHEREOF the undersigned, duly authorized thereto by their respective Governments, have signed this Protocol on the dates appearing opposite their signatures.

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

DONE at Washington this fourth day of April nineteen hundred and sixty-six.

PROTOCOLE PORTANT NOUVELLE PROROGATION
DE L'ACCORD INTERNATIONAL SUR LE BLE DE 1962

Les Gouvernements signataires du présent Protocole,

Considérant que l'Accord international sur le blé de 1962, qui a été prorogé par voie de protocole en 1965, expire le 31 juillet 1966, et

Désireux de proroger l'Accord, conformément aux recommandations formulées par le Conseil international du blé en vertu du paragraphe 2 de l'article 36 de l'Accord, pour une nouvelle période,

Sont convenus de ce qui suit:

ARTICLE PREMIER

Prorogation de l'Accord international sur le blé de 1962

L'Accord international sur le blé de 1962 prorogé par le Protocole de 1965 (ci-après dénommé "l'Accord") demeurera en vigueur entre les Parties au présent Protocole jusqu'au 31 juillet 1967.

ARTICLE 2

Signature, acceptation, approbation et adhésion

1) Le présent Protocole sera ouvert à Washington, du 4 avril 1966 au 29 avril 1966 inclusivement, à la signature des gouvernements parties à l'Accord ou qui, au 4 avril 1966, seront provisoirement considérés comme parties à l'Accord.

2) Le présent Protocole est sujet à acceptation ou à approbation de la part des gouvernements signataires conformément à leurs procédures constitutionnelles. Les instruments d'acceptation ou d'approbation seront déposés auprès du Gouvernement des Etats-Unis d'Amérique au plus tard le 15 juillet 1966.

3) Le présent Protocole sera ouvert à l'adhésion:

a) jusqu'au 15 juillet 1966, du gouvernement de tout pays énuméré dans les Annexes B ou C de l'Accord à cette date, conformément aux conditions prévues par l'Accord ou prescrites par le Conseil avant l'adhésion dudit gouvernement à l'Accord, ou

b) selon la procédure prévue au paragraphe 4 de l'article 35 de l'Accord.

4) L'adhésion aura lieu par le dépôt d'un instrument d'adhésion auprès du Gouvernement des Etats-Unis d'Amérique.

5) Tout gouvernement qui n'aura pas accepté ou approuvé le présent Protocole ou n'y aura pas adhéré au 15 juillet 1966, conformément aux dispositions du paragraphe 2 ou de l'alinéa a

du paragraphe 3 du présent article, pourra obtenir du Conseil une prolongation de delai aux fins du dépôt de son instrument d'acceptation, d'approbation ou d'adhésion.

ARTICLE 3

Entrée en vigueur

1) Le présent Protocole entrera en vigueur comme suit entre les gouvernements qui, au 15 juillet 1966, auront déposé leurs instruments d'acceptation, d'approbation ou d'adhésion conformément à l'article 2 du présent Protocole:

a) le 16 juillet 1966, en ce qui concerne la première et les troisième à septième parties de l'Accord, et

b) le 1er août 1966, en ce qui concerne la deuxième partie de l'Accord,

à condition que ces gouvernements et les gouvernements qui auront déposé au 15 juillet 1966 les notifications visées au paragraphe 3 du présent article soient des gouvernements qui détiendront au moins les deux tiers des voix des pays exportateurs et au moins les deux tiers des voix des pays importateurs au titre de l'Accord à cette date, ou qui auraient détenu ces voix s'ils avaient été parties à l'Accord à cette date.

2) Le présent Protocole entrera en vigueur, pour tout gouvernement qui déposera un instrument d'acceptation, d'approbation ou d'adhésion après le 15 juillet 1966, à la date à laquelle le dépôt de cet instrument aura lieu, si ce n'est que le Protocole n'entrera pas en vigueur en ce qui concerne la deuxième partie de l'Accord avant le 1er août 1966.

3) Aux fins de l'entrée en vigueur du présent Protocole conformément aux dispositions du paragraphe 1 du présent article, tout gouvernement signataire ou tout gouvernement ayant le droit

d'adherer en vertu de l'alinéa a du paragraphe 3 de l'article 2 du présent Protocole, ou tout gouvernement dont la demande d'adhésion aura été approuvée par le Conseil dans les conditions fixées en vertu de l'alinéa b du paragraphe 3 de ce même article 2 du présent Protocole, pourra déposer auprès du Gouvernement des Etats-Unis d'Amérique, au plus tard le 15 juillet 1966, une notification par laquelle il s'engagera à faire le nécessaire en vue d'obtenir dans les plus brefs délais l'acceptation ou l'approbation du présent Protocole ou l'adhésion audit Protocole dans les formes constitutionnelles. Il est entendu que le gouvernement qui fera cette notification appliquera provisoirement le Protocole et qu'il sera provisoirement considéré comme partie à ce Protocole pendant une période à fixer par le Conseil.

4) Si, le 15 juillet 1966, les conditions prévues aux paragraphes précédents du présent article pour l'entrée en vigueur du présent Protocole ne sont pas remplies, les gouvernements des pays qui, à cette date, auront accepté ou approuvé le présent Protocole ou y auront adhéré conformément aux dispositions de l'article 2 dudit Protocole pourront décider d'un commun accord qu'il entrere en vigueur en ce qui les concerne, ou bien pourront prendre toutes autres mesures que la situation leur paraîtra exiger.

ARTICLE 4

Dispositions finales

1) Aux fins de l'application de l'Accord et du présent Protocole, toute référence aux pays dont les gouvernements respectifs ont adhéré à l'Accord dans les conditions prescrites par le Conseil conformément au paragraphe 4 de l'article 35 de l'Accord visera également tout pays qui aura adhéré au présent Protocole conformément aux dispositions de l'alinéa b du paragraphe 3 de l'article 2 dudit Protocole.

2) Le Gouvernement des Etats-Unis d'Amérique informera sans tarder chaque gouvernement qui est partie ou qui est provisoirement considéré comme partie à l'Accord ou au présent Protocole, ou qui, au 4 avril 1966, est partie ou est provisoirement considéré comme partie à l'Accord, de toute signature, acceptation, approbation ou adhésion à ce dernier et de toute notification faite conformément au paragraphe 3 de l'article 3 du présent Protocole, ainsi que de la date d'entrée en vigueur dudit Protocole.

EN FOI DE QUOI les soussignés, à ce dûment habilités par leurs gouvernements respectifs, ont signé le présent Protocole aux dates figurant en regard de leur signature.

Les textes anglais, espagnol, français et ruse du présent Protocole feront également foi. Lex originaux seront déposés auprès du Gouvernement des Etats-Unis d'Amérique, qui en communiquera des copies certifiées conformes à chacun des gouvernements qui auront signé le présent Protocole ou y auront adhéré.

FAIT à Washington, le quatre avril mil neuf cent soixante-six.

ПРОТОКОЛ О ДАЛЬНЕЙШЕМ
ПРОДЛЕНИИ ДЕЙСТВИЯ МЕЖДУНАРОДНОГО СОГЛАШЕНИЯ
ПО ПШЕНИЦЕ 1962 ГОДА

Правительства, подписавшие настоящий Протокол,

Принимая во внимание, что срок действия Международного соглашения по пшенице 1962 г., как он был продлен Протоколом в 1965 г., истекает 31 июля 1966 г., и

Желая продлить на дальнейший срок действие Соглашения согласно рекомендациям Международного совета по пшенице согласно пункту (2) Статьи 36 Соглашения,

Договорились о нижеследующем:

СТАТЬЯ I

Продление действия Международного соглашения по пшенице 1962 года

Международное соглашение по пшенице 1962 г., как оно продлено Протоколом 1965 г., (далее именуемое "Соглашение"), остается в силе во взаимоотношениях сторон в настоящем Протоколе до 31 июля 1967 г.

СТАТЬЯ 2

Подписание, ратификация, одобрение и присоединение

(1) Настоящий Протокол будет открыт для подписания в Вашингтоне, с 4 апреля 1966 г. по 29 апреля 1966 г. включительно, Правительствами, являющимися сторонами в Соглашении, или которые временно рассматриваются в качестве сторон Соглашения на 4 апреля 1966 г.

(2) Настоящий Протокол подлежит ратификации или одобрению подписавшими его Правительствами в соответствии с их конституционными порядками. Акты о ратификации или одобрении сдаются на хранение Правительству Соединенных Штатов Америки не позднее 15 июля 1966 г.

(3) Настоящий Протокол будет открыт для присоединения:

(a) до 15 июля 1966 г. для Правительства любой страны, упомянутой в Приложении B или C Соглашения по состоянию на эту дату, в соответствии с условиями, предусмотренными в Соглашении или уже предписанными Советом до его присоединения к Соглашению, или

(b) как предусмотрено в пункте (4) Статьи 35 Соглашения.

(4) Присоединение осуществляется путем сдачи на хранение акта о присоединении Правительству Соединенных Штатов Америки.

(5) Любому Правительству, которое не ратифицировало, не одобрило или не присоединилось к настоящему Протоколу до I5 июля I966 года в соответствии с пунктом (2) или (3) (а) настоящей Статьи, Совет может продлить срок сдачи на хранение акта о ратификации, одобрении или присоединении.

СТАТЬЯ 3

Вступление в силу

(I) Настоящий Протокол вступит в силу между теми Правительствами, которые сдадут на хранение акты о ратификации, одобрении или присоединении в соответствии со Статьей 2 настоящего Протокола до I5 июля I966 года, как указано ниже:

(а) I6 июля I966 года в отношении Части I и Частей III - VII Соглашения, и

(b) I августа I966 года в отношении Части II Соглашения,

При условии, что такие Правительства и Правительства, которые представили нотификации в соответствии с пунктом (3) настоящей Статьи до I5 июля I966 года, являются Правительствами, которые располагают на эту дату не менее, чем двумя третями голосов экспортирующих стран и не менее, чем двумя третями голосов импортирующих стран в соответствии с Соглашением, или располагали бы такими голосами, если бы они были сторонами в Соглашении на эту дату.

(2) Настоящий Протокол вступит в силу в отношении любого Правительства, которое сдаст на хранение акт о ратификации, одобрении или присоединении после I5 июля I966 года, в день сдачи на хранение такого акта о ратификации, одобрении или присоединении, за исключением того, что Протокол не вступит в силу в отношении Части II до I августа I966 года.

(3) Для целей вступления в силу настоящего Протокола в соответствии с пунктом (I) настоящей Статьи любое Правительство, подписавшее натоящий Протокол, или любое Правительство, имеющее право присоединиться к настоящему Протоколу в соответствии с пунктом (3) (a) Статьи 2 настоящего Протокола, или любое Правительство, обращение о присоединении которого одобрено Советом на условиях, предусмотренных в пункте (3) (b) Статьи 2 настоящего Протокола, может представить нотификацию Правительству Соединенных Штатов Америки не позднее I5 июля I966 года, содержащую обязательство как можно скорее ратифицировать, одобрить или присоединиться к настоящему Протоколу в соответствии с конституционным порядком. При этом подразумевается, что Правительство, представившее такую нотификацию, будет в предварительном порядке придерживаться Протокола и будет условно рассматриваться в качестве его участника в течение периода, который должен быть определен Советом.

(4) Если к I5 июля I966 года условия, указанные в предыдущих пунктах настоящей Статьи, касающиеся вступления в силу настоящего Протокола, не будут выполнены, Правительства тех стран, которые к этой дате ратифицировали, одобрили или присоединились к настоящему Протоколу в соответствии со Статьей 2 настоящего Протокола, могут решить по взаимному согласию, что он вступит в силу во взаимоотношениях между ними, или они могут предпринять какие-либо другие действия, которые, по их мнению, необходимы в связи с создавшимся положением.

СТАТЬЯ 4

Заключительные положения

(I) Для целей функционирования Соглашения и настоящего Протокола любые ссылки на страны, соответствующие Правительства которых присоединились к Соглашению на условиях, предусмотренных Советом в соответствии с пунктом (4) Статьи 35 Соглашения, включают страну, которая присоединилась к настоящему Протоколу в соответствии с пунктом (3) (b) Статьи 2 настоящего Протокола.

(2) Правительство Соединенных Штатов Америки незамедлительно уведомляет каждое Правительство, которое является стороной или условно рассматривается как сторона в настоящем Протоколе, или которое по состоянию на 4 апреля 1966 года является стороной или условно рассматривается как сторона в настоящем Соглашении, о каждом подписании, ратификации, одобрении или присоединении к настоящему Протоколу, о каждой нотификации, представленной в соответствии с пунктом (3) Статьи 3 настоящего Протокола, и о дате вступления в силу настоящего Протокола.

В УДОСТОВЕРЕНИЕ ЧЕГО нижеподписавшиеся, будучи должным образом на то уполномочены своими соответствующими Правительствами, подписали настоящий Протокол в дни, указанные против их подписей.

Тексты настоящего Протокола на английском, французском, русском и испанском языках являются равным образом аутентичными. Подлинники сдаются на хранение Правительству Соединенных Штатов Америки, которое рассылает заверенные копии каждому подписавшему или присоединившемуся Правительству.

СОВЕРШЕНО в Вашингтоне четвертого апреля тысяча девятьсот шестьдесят шестого года.

PROTOCOLO PARA PRORROGAR POR UN NUEVO PERIODO
EL CONVENIO INTERNACIONAL DEL TRIGO DE 1962

Los Gobiernos signatarios del presente Protocolo,

Considerando que el Convenio Internacional del Trigo de 1962, que fue prorrogado por Protocolo en 1965, expira el 31 de julio de 1966, y

Deseando prorrogar el Convenio, de conformidad con las recomendaciones hechas por el Consejo Internacional del Trigo en virtud del párrafo 2 del artículo 36 del Convenio, por un nuevo período,

Han convenido lo siguiente:

ARTICULO 1

Prórroga del Convenio Internacional del Trigo de 1962

El Convenio Internacional del Trigo de 1962 prorrogado por el Protocolo de 1965 (en adelante llamado "el Convenio") continuará en vigor entre las Partes en este Protocolo hasta el 31 de julio de 1967.

ARTICULO 2

Firma, aceptación, aprobación y adhesión

1) El presente Protocolo estará abierto a la firma de los Gobiernos partes en el Convenio, o que el 4 de abril de 1966 sean considerados provisionalmente como partes en el Convenio, en Washington, desde el 4 de abril de 1966 hasta el 29 de abril de 1966 inclusive.

2) El presente Protocolo estará sujeto a la aceptación o aprobación de los Gobiernos signatarios de conformidad con sus respectivos procedimientos constitucionales. Los instrumentos de aceptación o aprobación se depositarán en poder del Gobierno de los Estados Unidos de América, a más tardar el 15 de julio de 1966.

3) El presente Protocolo quedará abierto a la adhesión:

a) hasta el 15 de julio de 1966, del Gobierno de cualquier país que figure en los Anexos B y C del Convenio en esa fecha, de acuerdo con las condiciones que se especifican en el Convenio o prescritas por el Consejo antes de su adhesión al Convenio, o

b) conforme a lo dispuesto en el párrafo 4 del artículo 35 del Convenio.

4) La adhesión se llevará a efecto depositando un instrumento de adhesión en poder del Gobierno de los Estados Unidos de América.

5) Todo Gobierno que no haya aceptado o aprobado el presente Protocolo o no se haya adherido a él hasta el 15 de julio de 1966 inclusive, según lo dispuesto en el párrafo 2 o en el apartado a) del párrafo 3 de este artículo, podrá obtener del Consejo una prórroga del plazo para depositar su instrumento de aceptación, aprobación o adhesión.

ARTICULO 3

1) El presente Protocolo entrará en vigor entre aquellos Gobiernos que hasta el 15 de julio de 1966 hayan depositado sus instrumentos de aceptación, aprobación o adhesión de conformidad con el artículo 2 de este Protocolo, en las fechas siguientes:

a) el 16 de julio de 1966, con respecto a la Parte I y a las Partes III a VII del Convenio,

b) el 1° de agosto de 1966, con respecto a la Parte II del Convenio,

Siempre que dichos Gobiernos y los Gobiernos que hubieran depositado sus notificaciones con arreglo al párrafo 3 de este artículo hasta el 15 de julio de 1966 inclusive, tengan al menos dos tercios de los votos de los países exportadores y dos tercios de los votos de los países importadores conforme al Convenio vigente en esa fecha o hubieran tenido esos votos si hubiesen sido partes en el Convenio en esa fecha.

2) El presente Protocolo entrará en vigor para cualquier Gobierno que deposite un instrumento de aceptación, aprobación o adhesión después del 15 de julio de 1966 en la fecha en que se efectúe dicho depósito, con la salvedad de que el Protocolo no entrará en vigor con respecto a la Parte II del Convenio antes del 1° de agosto de 1966.

3) A los efectos de la entrada en vigor del presente Protocolo de conformidad con el párrafo 1 de este artículo, cualquier Gobierno signatario o cualquiera de los Gobiernos autorizados a adherirse al presente Protocolo de conformidad con lo dispuesto en el apartado a) del párrafo 3 del artículo 2 de este Protocolo, o cualquier Gobierno cuya solicitud de adhesión haya sido aprobada por el Consejo en las condiciones establecidas en el apartado b) del párrafo 3 del artículo 2 de este Protocolo, podrá depositar ante el Gobierno de los Estados Unidos de América hasta el 15 de julio de 1966, una notificación que contenga el compromiso de procurar la aceptación o aprobación del presente Protocolo o la adhesión al mismo, tan pronto como sea posible de conformidad con sus procedimientos constitucionales. Queda entendido que el Gobierno que envie tal notificación aplicará provisionalmente el Protocolo y será considerado provisionalmente como parte en el mismo durante un período a ser determinado por el Consejo.

4) Si hasta el 15 de julio de 1966 no se han cumplido las condiciones establecidas en los párrafos anteriores de este artículo para que el presente Protocolo entre en vigor, los Gobiernos de los países que en esa fecha lo hayan aceptado o aprobado o se hayan adherido a él según lo dispuesto en el artículo 2 de este Protocolo, podrán decidir de común acuerdo que el mismo entrará en vigor entre ellos o tomar cualquier otra decisión que, a su parecer, requiera la situación.

ARTICULO 4

Disposiciones finales

1) Para los efectos de la aplicación del Convenio y de este Protocolo, cualquier referencia a los países cuyos Gobiernos respectivos se hayan adherido al Convenio en las condiciones

establecidas por el Consejo conforme al párrafo 4 del artículo 35 del Convenio, incluirá un país que se haya adherido a este Protocolo de conformidad con el apartado b) del párrafo 3 del artículo 2 de este Protocolo.

2) El Gobierno de los Estados Unidos de América comunicará sin demora a cada Gobierno que es parte o es considerado provisionalmente como parte en este Protocolo, o que el 4 de abril de 1966 es parte o es considerado provisionalmente como parte en el Convenio, cada firma y cada aceptación o aprobación del presente Protocolo, así como cada adhesión al mismo; y comunicará también todas las notificaciones que se hagan de conformidad con el párrafo 3 del artículo 3 de este Protocolo y la fecha en que el mismo entrará en vigor.

EN FE DE LO CUAL los infrascritos debidamente autorizados a este efecto por sus respectivos Gobiernos, han firmado este Protocolo en las fechas que aparecen frente a sus firmas.

Los textos del presente Protocolo en los idiomas español, francés, inglés y ruso serán igualmente auténticos, quedando los originales depositados en poder del Gobierno de los Estados Unidos de América, quien transmitirá copia certificada de los mismos a cada uno de los Gobiernos signatarios y de los Gobiernos que se adhieran.

HECHO en Washington, el cuarto día de abril de mil novecientos sesenta y seis.

FOR ARGENTINA:
POUR L'ARGENTINE:
POR LA ARGENTINA:
ЗА АРГЕНТИНУ:

APRIL 26, 1966

FOR AUSTRALIA:
POUR L'AUSTRALIE:
POR AUSTRALIA:
ЗА АВСТРАЛИЮ:

29 April 1966.

FOR AUSTRIA:
POUR L'AUTRICHE:
POR AUSTRIA:
ЗА АВСТРИЮ:

April 27, 1966

FOR BELGIUM AND LUXEMBOURG:
POUR LA BELGIQUE ET LE LUXEMBOURG:
POR BELGICA Y LUXEMBURGO:
ЗА БЕЛЬГИЮ И ЛЮКСЕМБУРГ:

Cette signature est donnée au nom de l'Union économique belgo-luxembourgeoise

R. Lin 29 avril 1966.

FOR BRAZIL:
POUR LE BRESIL:
POR EL BRASIL:
ЗА БРАЗИЛИЮ:

V. de Cunhay, April 25, 1966

FOR CANADA:
POUR LE CANADA:
POR EL CANADA:
ЗА КАНАДУ:

George P. Vanier April 28, 1966.

TIAS 6057

FOR COSTA RICA:
POUR COSTA-RICA:
POR COSTA RICA:
ЗА КОСТА-РИКУ:

April 27-1966

FOR CUBA:
POUR CUBA:
POR CUBA:
ЗА КУБУ:

FOR THE DOMINICAN REPUBLIC:
POUR LA REPUBLIQUE DOMINICAINE:
POR LA REPUBLICA DOMINICANA:
ЗА ДОМИНИКАНСКУЮ РЕСПУБЛИКУ:

FOR ECUADOR:
POUR L'EQUATEUR:
POR EL ECUADOR:
ЗА ЭКВАДОР:

April 21 de 1966

FOR EL SALVADOR:
POUR LE SALVADOR:
POR EL SALVADOR:
ЗА САЛЬВАДОР:

april 26th. 1966

FOR FINLAND:
POUR LA FINLANDE:
POR FINLANDIA:
ЗА ФИНЛЯНДИЮ:

April 21st 1966.

FOR FRANCE.
POUR LA FRANCE.
POR FRANCIA.
ЗА ФРАНЦИЮ:

Charles Lucet
April 25th 1966

FOR THE FEDERAL REPUBLIC OF GERMANY
POUR LA REPUBLIQUE FEDERALE D'ALLEMAGNE.
POR LA REPUBLICA FEDERAL DE ALEMANIA.
ЗА ФЕДЕРАТИВНУЮ РЕСПУБЛИКУ ГЕРМАНИИ.

K. H. Knappstein
April 21. 1966

FOR GREECE.
POUR LA GRECE.
POR GRECIA.
ЗА ГРЕЦИЮ:

Alexandre Matsas
April 29th, 1966.

FOR GUATEMALA:
POUR LE GUATEMALA:
POR GUATEMALA:
ЗА ГВАТЕМАЛУ:

- April 12th. 1966. -

FOR ICELAND:
POUR L'ISLANDE:
POR ISLANDIA:
ЗА ИСЛАНДИЮ:

April 25th 1966.

FOR INDIA:
POUR L'INDE:
POR INDIA:
ЗА ИНДИЮ:

22-4-१९६६

TIAS 6057

FOR IRELAND:
POUR L'IRLANDE:
POR IRLANDA:
ЗА ИРЛАНДИЮ:

April 25, 1966

FOR ISRAEL:
POUR L'ISRAEL:
POR ISRAEL:
ЗА ИЗРАИЛЬ:

April 19, 1966

FOR ITALY:
POUR L'ITALIE:
POR ITALIA:
ЗА ИТАЛИЮ:

April 27, 1966

TIAS 6057

FOR JAPAN:
POUR LE JAPON:
POR EL JAPON:
ЗА ЯПОНИЮ:

Ryuji Takeuchi
April 25, 1966.

FOR THE REPUBLIC OF KOREA:
POUR LA REPUBLIQUE DE COREE:
POR LA REPUBLICA DE COREA:
ЗА РЕСПУБЛИКУ КОРЕИ:

FOR LIBERIA:
POUR LE LIBERIA:
POR LIBERIA:
ЗА ЛИБЕРИЮ:

TIAS 6057

FOR LIBYA:
POUR LA LIBYE:
POR LIBIA:
ЗА ЛИВИЮ:

FOR MEXICO:
POUR LE MEXIQUE:
POR MEXICO:
ЗА МЕКСИКУ:

Hugo B. Margain

April 26 1966.

FOR THE KINGDOM OF THE NETHERLANDS:
POUR LE ROYAUME DES PAYS-BAS:
POR EL REINO DE LOS PAISES BAJOS:
ЗА КОРОЛЕВСТВО НИДЕРЛАНДОВ:

O. Schumann

April 28, 1966

FOR NEW ZEALAND:
POUR LA NOUVELLE-ZELANDE:
POR NUEVA ZELANDIA:
ЗА НОВУЮ ЗЕЛАНДИЮ:

26 April, 1966

FOR NIGERIA:
POUR LA NIGERIA:
POR NIGERIA:
ЗА НИГЕРИЮ:

29 April, 1966

FOR THE KINGDOM OF NORWAY:
POUR LE ROYAUME DE NORVEGE:
POR EL REINO DE NORUEGA:
ЗА КОРОЛЕВСТВО НОРВЕГИИ:

26 April 1966.

TIAS 6057

FOR PERU:
POUR LE PEROU:
POR EL PERU:
ЗА ПЕРУ:

28 April 1966

FOR THE REPUBLIC OF THE PHILIPPINES:
POUR LA REPUBLIQUE DES PHILIPPINES:
POR LA REPUBLICA DE FILIPINAS:
ЗА РЕСПУБЛИКУ ФИЛИППИНОВ:

25 April 1966

FOR PORTUGAL:
POUR LE PORTUGAL:
POR PORTUGAL:
ЗА ПОРТУГАЛИЮ:

29 April 1966

FOR SAUDI ARABIA:
POUR L'ARABIE SAOUDITE:
POR ARABIA SAUDITA:
ЗА САУДОВСКУЮ АРАВИЮ:

21/4/1966

FOR SIERRA LEONE:
POUR LE SIERRA LEONE:
POR SIERRA LEONA:
ЗА СИЕРРА-ЛЕОНЕ:

28th April, 1966.

FOR THE REPUBLIC OF SOUTH AFRICA:
POUR LA REPUBLIQUE SUD-AFRICAINE:
POR LA REPUBLICA SUDAFRICANA:
ЗА ЮЖНО-АФРИКАНСКУЮ РЕСПУБЛИКУ:

20 April 1966

TIAS 6057

FOR SOUTHERN RHODESIA:
POUR LA RHODESIE DU SUD:
POR RHODESIA DEL SUR:
ЗА ЮЖНУЮ РОДЕЗИЮ:

Patrick Dean.
April 29, 1966.

FOR SPAIN:
POUR L'ESPAGNE:
POR ESPAÑA:
ЗА ИСПАНИЮ:

April 27. 1966.

FOR SWEDEN:
POUR LA SUEDE:
POR SUECIA:
ЗА ШВЕЦИЮ:

Subject to ratification

April 25, 1966.

FOR SWITZERLAND:
POUR LA SUISSE:
POR SUIZA:
ЗА ШВЕЙЦАРИЮ:

F. Ikir

April 4. 1966.

FOR TUNISIA:
POUR LA TUNISIE:
POR TUNEZ:
ЗА ТУНИС:

FOR THE UNION OF SOVIET SOCIALIST REPUBLICS:
POUR L'UNION DES REPUBLIQUES SOCIALISTES SOVIETIQUES:
POR LA UNION DE LAS REPUBLICAS SOCIALISTAS SOVIETICAS:
ЗА СОЮЗ СОВЕТСКИХ СОЦИАЛИСТИЧЕСКИХ РЕСПУБЛИК:

Правительство Союза Советских Социалистических Республик будет представлять предусматриваемую настоящим Соглашением информацию для составления обзора мирового рынка только в пределах публикуемых в стране статистических сведений, а информацию о коммерческих и специальных сделках со странами, не участвующими в Соглашении, только в случае согласия на то соответствующих стран.

18 апреля 1966 г.

TIAS 6057

FOR THE UNITED ARAB REPUBLIC:
POUR LA REPUBLIQUE ARABE UNIE:
POR LA REPUBLICA ARABE UNIDA:
ЗА ОБЪЕДИНЕННУЮ АРАБСКУЮ РЕСПУБЛИКУ:

M F Sun
april 7th 1966

FOR THE UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND:
POUR LE ROYAUME-UNI DE GRANDE-BRETAGNE ET D'IRLANDE DU NORD:
POR EL REINO UNIDO DE GRAN BRETAÑA E IRLANDA DEL NORTE:
ЗА СОЕДИНЕННОЕ КОРОЛЕВСТВО ВЕЛИКОБРИТАНИИ И СЕВЕРНОЙ ИРЛАНДИИ:

Patrick Dean.
April 29, 1966.

FOR THE UNITED STATES OF AMERICA:
POUR LES ETATS-UNIS D'AMERIQUE:
POR LOS ESTADOS UNIDOS DE AMERICA:
ЗА СОЕДИНЕННЫЕ ШТАТЫ АМЕРИКИ:

Dwilley L Tinman April 4, 1966

TIAS 6057

FOR THE VATICAN CITY STATE:
POUR L'ETAT DE LA CITE DU VATICAN:
POR EL ESTADO DE LA CIUDAD DEL VATICANO:
ЗА ВАТИКАН:

+ Egidio Vagnozzi

April 27, 1966

FOR VENEZUELA:
POUR LE VENEZUELA:
POR VENEZUELA:
ЗА ВЕНЕСУЭЛУ:

April 25, 1966

FOR WESTERN SAMOA:
POUR LES SAMOA OCCIDENTALES:
POR SAMOA OCCIDENTAL:
ЗА ЗАПАДНУЮ САМОА:

26 April, 1966

TIAS 6057

WHEREAS the Senate of the United States of America by their resolution of July 14, 1966, two-thirds of the Senators present concurring therein, did advise and consent to the ratification of the said Protocol;

WHEREAS the said Protocol was duly ratified by the President of the United States of America on July 15, 1966, in pursuance of the aforesaid advice and consent of the Senate;

WHEREAS it is provided in Article 2 of the said Protocol that instruments of acceptance or approval by the signatory Governments and instruments of accession by certain other Governments shall be deposited with the Government of the United States of America not later than July 15, 1966;

WHEREAS it is provided in paragraph (3) of Article 3 of the said Protocol that, for the purposes of entry into force of the Protocol in accordance with paragraph (1) of the said Article 3, any signatory Government or any Government entitled to accede to the Protocol may deposit with the Government of the United States of America not later than July 15, 1966 a notification containing an undertaking to seek acceptance, approval or accession to the Protocol as rapidly as possible in accordance with its constitutional procedures;

WHEREAS it is provided in paragraph (1) of Article 3 of the said Protocol that the Protocol shall enter into force among those Governments which have deposited instruments of acceptance, approval or accession in accordance with Article 2 by July 15, 1966, (a) on July 16, 1966 with respect to Part I and Parts III to VII of the International Wheat Agreement, 1962, and (b) on August 1, 1966 with respect to Part II of the said Agreement, provided that such Governments and the Governments which have deposited notifications in accordance with paragraph (3) of Article 3 by July 15, 1966 are Governments which held on that date not less than two-thirds of the votes of exporting countries and not less than two-thirds of the votes of importing countries under the said Agreement or would have held such votes if they had been parties to the said Agreement on that date;

WHEREAS instruments of acceptance or approval of the said Protocol by signatory Governments were deposited with the Government of the United States of America on or before July 15, 1966 by the Governments of certain countries, namely: Australia on July 12; Austria on July 14; Brazil on July 14; Canada on May 20; Iceland on June 15; Ireland on June 27; Israel on July 14; the Kingdom of the Netherlands on June 22; New Zealand on June 27; the Kingdom of Norway on June 22; the Republic of the Philippines on July 1; Saudi Arabia on June 17; the Republic of South Africa on June 30; Southern Rhodesia on July 14; Sweden on June 21; the Union of Soviet Socialist Republics on June 28; the United Kingdom of Great Britain and Northern Ireland on July 14; the United States of America on July 15; Vatican City State on July 14; and Western Samoa on June 27;

WHEREAS an instrument of accession to the said Protocol was deposited with the Government of the United States of America by Libya on June 28, 1966;

WHEREAS notifications in accordance with paragraph (3) of Article 3 of the said Protocol were deposited with the Government of the United States of America on or before July 15, 1966 by the Governments of certain countries, namely: Belgium and Luxembourg on July 1; Costa Rica on April 27; Cuba on July 8; the Dominican Republic on July 14; Ecuador on May 18; El Salvador on July 15; Finland on April 21; the Federal Republic of Germany on July 1; Greece on April 29; Guatemala on July 13; Italy on July 12; Japan on April 25; the Republic of Korea on July 15; Mexico on May 17; Portugal on July 14; Spain on June 30; Switzerland on July 14; and the United Arab Republic on July 11;

WHEREAS instruments of acceptance, approval or accession were deposited as aforesaid, and notifications were deposited as aforesaid, by Governments holding on July 15, 1966 not less than two-thirds of the votes of exporting countries and not less than two-thirds of the votes of importing countries under the International Wheat Agreement, 1962;

WHEREAS, in accordance with paragraph (1) of Article 3 of the said Protocol, the Protocol entered into force among those Governments which deposited instruments of acceptance, approval or accession by July 15, 1966, (a) on July 16, 1966 with respect to Part I and Parts III to VII of the International Wheat Agreement, 1962, and (b) on August 1, 1966 with respect to Part II of the said Agreement;

NOW, THEREFORE, be it known that I, Lyndon B. Johnson, President of the United States of America, do hereby proclaim and make public the said Protocol for the Further Extension of the International Wheat Agreement, 1962, 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.

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

DONE at the city of Washington this second day of August in the year of our Lord one thousand nine hundred sixty-six and of [SEAL] the Independence of the United States of America the one hundred ninety-first.

LYNDON B. JOHNSON

By the President:
DEAN RUSK
Secretary of State

TIAS 6057

Note by the Department of State

Signatures Affixed
to the
PROTOCOL FOR THE FURTHER EXTENSION OF
THE INTERNATIONAL WHEAT AGREEMENT, 1962

FOR ARGENTINA:
NORBERTO M. BARRENECHEA — April 26, 1966

FOR AUSTRALIA:
KEITH WALLER — 29 April 1966.

FOR AUSTRIA:
LEMBERGER — April 27, 1966

FOR BELGIUM AND LUXEMBOURG:
Cette signatures est donnée au nom de l'Union
Economique belgo-luxembourgeoise
R. LION — 29 avril 1966.

FOR BRAZIL:
V. DA CUNHA, — April 25, 1966

FOR CANADA:
GEORGE P. KIDD — April 28, 1966.

FOR COSTA RICA:
GONZALO J. FACIO — April 27- 1966

FOR CUBA:

FOR THE DOMINICAN REPUBLIC:

FOR ECUADOR:
G LARREA — abril 21 de 1966

FOR EL SALVADOR:
R. DE CLAIRMONT-DUENAS — April 26th. 1966

FOR FINLAND:
OLAVI MUNKKI. — April 21st 1966.

FOR FRANCE:
CHARLES LUCET — April 25th 1966

FOR THE FEDERAL REPUBLIC OF GERMANY:
K. H. KNAPPSTEIN — April 21. 1966

FOR GREECE:
ALEXANDER MATSAS — April 29th, 1966.

FOR GUATEMALA:
FRANCISCO PALOMO — April 12th. 1966.

FOR ICELAND:
PETUR THORSTEINSSON — April 25th 1966.

FOR INDIA:
BRAJ KUMAR NEHRU — 28-4-1966 [Romanization]

FOR IRELAND:
WILLIAM P. FAY — April 25, 1966

FOR ISRAEL:
S. SITTON — April 19, 1966

FOR ITALY:
SERGIO FENOALTEA — April 27, 1966

FOR JAPAN:
RYUJI TAKEUCHI — April 25, 1966.

FOR THE REPUBLIC OF KOREA:

FOR LIBERIA:

FOR LIBYA:

FOR MEXICO:
HUGO B. MARGÁIN — April 26 1966.

FOR THE KINGDOM OF THE NETHERLANDS:
C. SCHURMANN — April 28, 1966

FOR NEW ZEALAND:
G. R LAKING. — 26 April, 1966

FOR NIGERIA:
N. ADE MARTINS — 29 April, 1966.

FOR THE KINGDOM OF NORWAY:
OLAF SOLLI — 26 April 1966.

FOR PERU:
GMO. GERBERDING — 28 April 1966

TIAS 6057

FOR THE REPUBLIC OF THE PHILIPPINES:
José F Imperial — 25 April 1966

FOR PORTUGAL:
Vasco Vieira Garin — 29 April 1966

FOR SAUDI ARABIA:
Ibrahim Al-Sowayel — 21/4/1966
[Romanization]

FOR SIERRA LEONE:
Gershon B. O. Collier — 28th. April, 1966.

FOR THE REPUBLIC OF SOUTH AFRICA:
H L T Taswell — 20 April 1966

FOR SOUTHERN RHODESIA:
Patrick Dean. — April 29, 1966.

FOR SPAIN:
Merry del Val — April 27, 1966.

FOR SWEDEN:
Subject to ratification
Hubert de Besche — April 25, 1966.

FOR SWITZERLAND:
F. Schnyder — April 4. 1966.

FOR TUNISIA:

FOR THE UNION OF SOVIET SOCIALIST REPUBLICS:
The Government of the Union of Soviet Socialist Republics will supply the information provided for under this Agreement for compiling an annual survey of the world wheat market within the limits of the statistical data published in the country, and information on commercial and special transactions with countries not participating in the Agreement, provided the respective countries agree thereto. [translation]
A. Zinchuk — 18 april 1966. [Romanization]

FOR THE UNITED ARAB REPUBLIC:
M F Serafy — April 7th 1966

FOR THE UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND:

PATRICK DEAN. April 29, 1966.

FOR THE UNITED STATES OF AMERICA:

ORVILLE L FREEMAN April 4, 1966

FOR THE VATICAN CITY STATE:

EGIDIO VAGNOZZI April 27, 1966

FOR VENEZUELA:

CARLOS PÉREZ DE LA COVA April 28, 1966

FOR WESTERN SAMOA:

G R LAKING 26 April, 1966

MULTILATERAL

Antarctica: Measures in Furtherance of Principles and Objectives of the Antarctic Treaty

Certain recommendations adopted at the Third Consultative Meeting under Article IX of the Antarctic Treaty, at Brussels, June 2–13, 1964;

Recommendations III–I through III–VI, III–IX, III–X effective July 27, 1966; Recommendation III–XI effective September 1, 1966.

[CERTAIN RECOMMENDATIONS [1] OF THIRD ANTARCTIC TREATY CONSULTATIVE MEETING]

The Meeting agreed unanimously to adopt the following Recommendations: [2]

III–I

INFORMATION ON FACILITIES FOR THE LANDING OF AIRCRAFT

The Representatives, taking into account Recommendation I–VI(8) of the First Consultative Meeting, recommend to their Governments that they exchange, within the framework of Recommendation I–VI (8), information on airfield facilities in the Antarctic Treaty [3] Area. This information should include particulars of location, operating conditions and limitations, radio aids to navigation, facilities for radio communications and instrument landing, and be in detail sufficient to enable an aircraft to make a safe landing.

III–II

NOTIFICATION OF UNOCCUPIED REFUGES

1. The Representatives recommend to their governments that they should exchange through diplomatic channels, before the end of November each year, lists of all unoccupied buildings, huts or caches (hereinafter referred to as refuges) maintained by them in the Treaty Area in a condition suitable for use in emergencies.

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[1] The English language text printed herein is a verbatim extract of certain Recommendations from the Report of the Third Antarctic Treaty Consultative Meeting.

The original documents relating to the said Meeting are held in the archives of the Belgian Government, Brussels.

[2] Adopted June 2–13, 1964. These Recommendations became effective July 27, and Sept. 1, 1966 (see *ante*, p. 991), in accordance with article IX(4) of the Antarctic Treaty,[3] having been approved by the following Contracting Parties: Argentina, Australia, Belgium, Chile, France, Japan, New Zealand, Norway, South Africa, the Union of Soviet Socialist Republics, the United Kingdom of Great Britain and Northern Ireland, and the United States of America.

[3] TIAS 4780; 12 UST 796.

2. Such lists should include:

   I. The name and position of each refuge;

   II. A description of its location;

   III. The date on which it was established;

   IV. The approximate date on which it was last examined;

   V. An estimate of the available accomodation, facilities, food, fuel and supplies of other kinds.

   Any changes should be reported before the end of June the following year.

3. The Representatives further recommend that Governments whose expeditions use any refuge should report as rapidly as possible on any such use. Such Governments should also furnish an estimate of the amount of supplies which remain and a report about the condition of the refuge after use; in addition they should:

   a) Ensure that supplies available at these refuges are used only under emergency conditions.

   b) To the greatest extent possible, and as early as possible, replenish the supplies consumed and inform the authorities who maintain the refuge of the action taken.

III–III

LOGISTICS

In view of the Recommendations by the First and Second Consultative Meetings (I–VII and II–V) concerning logistics;

Taking into consideration the Logistic Symposium which took place at Boulder, Colorado, U.S.A., in August 1962 under the auspices of the Scientific Committee on Antarctic Research (SCAR), and the Report on this Symposium published in 1963;

The Representatives recommend to their Governments that the organization, agenda, date and place for the inter-governmental meeting of experts, on the present state of knowledge about useful aspects of logistic activities in the Antarctic to which the above Recommendations refer, be considered during the preparatory meetings for the Fourth Consultative Meeting.

III–IV

THE NEXT MEETING

The Representatives recommend to their Governments that they accept the offer of the Chilean Delegation to hold the Fourth Consultative Meeting under Article IX of the Antarctic Treaty, in Santiago, Chile.

This Meeting shall take place at a date which shall be agreed upon by the participating Governments.

III–V

TELECOMMUNICATIONS

The Representatives, noting that experts met in an Antarctic Treaty Meeting on Telecommunications in Washington from 24th–28th June, 1963, following upon Recommendations I–XI and II–III of the First and Second Consultative Meetings, and in accordance with Recommendation II–IX, recommend to their Governments that they take the necessary steps to approve and implement as soon as practicable those Recommendations of the Telecommunications Meeting which they find themselves able to approve, taking into consideration (a) and (b) below.

The Representatives, pointing out the useful and important work effected by the Telecommunications Meeting at Washington, recommend to their Governments that they:

a) Continue their consultations with a view to effecting further improvement in coordinating telecommunications activities.

b) During the Preparatory Meetings for the next Consultative Meeting, examine the results of the Recommendations made by the Washington Telecommunications Meeting, and consider measures to improve Antarctic radio communications in the future.

III–VI

QUESTIONS CONCERNING MEETINGS OF SPECIALISTS

The Representatives, recognizing the importance of the problem raised during the examination of Item 7 (that is, the Item entitled "Questions concerning Meetings of Specialists"), recommend their Governments to examine this question attentively before the Fourth Consultative Meeting and to consider including it on the Agenda of that Meeting.

. . . . . .

III–IX

INTERIM GUIDE LINES FOR CONSERVATION OF FAUNA AND FLORA

The Representatives recommend to their Governments that until such time as the Agreed Measures on the Conservation of Antarctic Fauna and Flora may become effective in accordance with Article IX of the Antarctic Treaty, these Agreed Measures as far as feasible be considered as guide lines in this interim period.[1]

[1] For the text of the Agreed Measures, see Appendix, *post*, p. 996.

III–X

INTEREST OF SCAR IN THE CONSERVATION OF ANTARCTIC FAUNA AND FLORA

Recognizing the initiative already taken by the Scientific Committee on Antarctic Research (SCAR) on matters relating to the conservation of Antarctic fauna and flora, and considering its role as defined in Recommendation I–IV, the Representatives recommend to their Governments that they encourage SCAR to continue its interest in those matters and to prepare reports from time to time on this subject, and especially at this time on the matters that it considers should be listed in the Annexes of the Agreed Measures for the Conservation of Antarctic Fauna and Flora.

III–XI

PELAGIC SEALING AND THE TAKING OF FAUNA ON PACK ICE

The Representatives, at the time of adopting the Agreed Measures on the Conservation of Fauna and Flora,

1. considering that appropriate voluntary regulation of pelagic sealing or the taking of fauna on pack ice is of great importance for the fulfilment of the purposes and principles of these Measures;
2. recommend to their Governments that this matter be considered further by them on as broad a basis as practicable in preparing for the Fourth Consultative Meeting at Santiago, Chile, with a view to its inclusion on the Agenda for the Fourth Consultative Meeting;
3. recommend to their Governments that when ships of their nationality engage in pelagic sealing or the taking of fauna on pack ice south of 60° South Latitude, each Government voluntarily regulate these activities to ensure the survival of any species being taken and to ensure that the natural ecological system is not seriously disturbed.

[APPENDIX]

AGREED MEASURES FOR THE CONSERVATION OF ANTARCTIC FAUNA AND FLORA [1]

The Representatives, taking into consideration Article IX of the Antarctic Treaty, and recalling Recommendation I–VIII of the First Consultative Meeting and Recommendation II–II of the Second Consultative Meeting, recommend to their Governments that they approve as soon as possible and implement without delay the annexed "Agreed Measures for the Conservation of Antarctic Fauna and Flora".

Preamble

The Governments participating in the Third Consultative Meeting under Article IX of the Antarctic Treaty,

Desiring to implement the principles and purposes of the Antarctic Treaty;

Recognising the scientific importance of the study of Antarctic fauna and flora, their adaptation to their rigorous environment, and their interrelationship with that environment;

Considering the unique nature of these fauna and flora, their circumpolar range, and particularly their defencelessness and susceptibility to extermination;

Desiring by further international collaboration within the framework of the Antarctic Treaty to promote and achieve the objectives of protection, scientific study, and rational use of these fauna and flora; and

Having particular regard to the conservation principles developed by the Scientific Committee on Antarctic Research (SCAR) of the International Council of Scientific Unions;

Hereby consider the Treaty Area as a Special Conservation Area and have agreed on the following measures:

Article I

1. These Agreed Measures shall apply to the same area to which the Antarctic Treaty is applicable (hereinafter referred to as the Treaty Area) namely the area south of 60° South Latitude, including all ice shelves.

   However, nothing in these Agreed Measures shall prejudice or in any way affect the rights, or the exercise of the rights, of any State under international law with regard to the high seas within

[1] To be considered as interim guide lines in accordance with Recommendation III–IX, *ante*, p. 994.

the Treaty Area, or restrict the implementation of the provisions of the Antarctic Treaty with respect to inspection.

2. The Annexes to these Agreed Measures shall form an integral part thereof, and all references to the Agreed Measures shall be considered to include the Annexes.

Article II

For the purposes of these Agreed Measures:

a) "Native mammal" means any member, at any stage of its life cycle, of any species belonging to the Class Mammalia indigenous to the Antarctic or occurring there through natural agencies of dispersal, excepting whales;

b) "native bird" means any member, at any stage of its life cycle (including eggs), of any species of the Class Aves indigenous to the Antarctic or occurring there through natural agencies of dispersal;

c) "native plant" means any kind of vegetation at any stage of its life cycle (including seeds), indigenous to the Antarctic or occurring there through natural agencies of dispersal;

d) "appropriate authority" means any person authorised by a Participating Government to issue permits under these Agreed Measures;

e) "permit" means a formal permission in writing issued by an appropriate authority;

f) "participating government" means any Government for which these Agreed Measures have become effective in accordance with Article XIII of these Agreed Measures.

Article III

Each Participating Government shall take appropriate action to carry out these Agreed Measures.

Article IV

The Participating Governments shall prepare and circulate to members of expeditions and stations information to ensure understanding and observance of the provisions of these Agreed Measures, setting forth in particular prohibited activities, and providing lists of specially protected species and specially protected areas.

Article V

The provisions of these Agreed Measures shall not apply in cases of extreme emergency involving possible loss of human life or involving the safety of ships or aircraft.

Article VI

1. Each Participating Government shall prohibit within the Treaty Area the killing, wounding, capturing or molesting of any native mammal or native bird, or any attempt at any such act, except in accordance with a permit.
2. Such permits shall be drawn in terms as specific as possible and issued only for the following purposes:
   a) to provide indispensable food for men or dogs in the Treaty Area in limited quantities, and in conformity with the purposes and principles of these Agreed Measures;
   b) to provide specimens for scientific study or scientific information;
   c) to provide specimens for museums, zoological gardens, or other educational or cultural institutions or uses.
3. Permits for Specially Protected Areas shall be issued only in accordance with the provisions of Article VIII.
4. Participating Governments shall limit the issue of such permits so as to ensure as far as possible that:
   a) no more native mammals or birds are killed or taken in any year than can normally be replaced by natural reproduction in the following breeding season;
   b) the variety of species and the balance of the natural ecological systems existing within the Treaty Area are maintained.
5. The species of native mammals and birds listed in Annex A of these Measures shall be designated "Specially Protected Species", and shall be accorded special protection by Participating Governments.
6. A Participating Government shall not authorise an appropriate authority to issue a permit with respect to a Specially Protected Species except in accordance with paragraph 7 of this Article.
7. A permit may be issued under this Article with respect to a Specially Protected Species, provided that:
   a) it is issued for a compelling scientific purpose, and;
   b) the actions permitted thereunder will not jeopardise the existing natural ecological system or the survival of that species.

Article VII

1. Each Participating Government shall take appropriate measures to minimize harmful interference within the Treaty Area with the normal living conditions of any native mammal or bird, or any

attempt at such harmful interference, except as permitted under Article VI.

2. The following acts and activities shall be considered as harmful interference:

   a) allowing dogs to run free;

   b) flying helicopters or other aircraft in a manner which would unnecessarily disturb bird and seal concentrations, or landing close to such concentrations (e.g. within 200 metres);

   c) driving vehicles unnecessarily close to concentrations of birds and seals (e.g. within 200 metres);

   d) use of explosives close to concentrations of birds and seals;

   e) discharge of firearms close to bird and seal concentrations (e.g. within 300 metres);

   f) any disturbance of bird and seal colonies during the breeding period by persistent attention from persons on foot.

   However, the above activities, with the exception of those mentioned in a) and e) may be permitted to the minimum extent necessary for the establishment, supply and operation of stations.

3. Each Participating Government shall take all reasonable steps towards the alleviation of pollution of the waters adjacent to the coast and ice shelves.

Article VIII

1. The areas of outstanding scientific interest listed in Annex B shall be designated "Specially Protected Areas" and shall be accorded special protection by the Participating Governments in order to preserve their unique natural ecological system.

2. In addition to the prohibitions and measures of protection dealt with in other Articles of these Agreed Measures, the Participating Governments shall in Specially Protected Areas further prohibit:

   a) the collection of any native plant, except in accordance with a permit;

   b) the driving of any vehicle.

3. A permit issued under Article VI shall not have effect within a Specially Protected Area except in accordance with paragraph 4 of the present Article.

4. A permit shall have effect within a Specially Protected Area provided that:

   a) it was issued for a compelling scientific purpose which cannot be served elsewhere; and

b) the actions permitted thereunder will not jeopardise the natural ecological system existing in that Area.

Article IX

1. Each Participating Government shall prohibit the bringing into the Treaty Area of any species of animal or plant not indigenous to that Area, except in accordance with a permit.
2. Permits under paragraph 1 of this Article shall be drawn in terms as specific as possible and shall be issued to allow the importation only of the animals and plants listed in Annex C. When any such animal or plant might cause harmful interference with the natural system if left unsupervised within the Treaty Area, such permits shall require that it be kept under controlled conditions and, after it has served its purpose, it shall be removed from the Treaty Area or destroyed.
3. Nothing in paragraphs 1 and 2 of this Article shall apply to the importation of food into the Treaty Area so long as animals and plants used for this purpose are kept under controlled conditions.
4. Each Participating Government undertakes to ensure that all reasonable precautions shall be taken to prevent the accidental introduction of parasites and diseases into the Treaty Area. In particular, the precautions listed in Annex D shall be taken.

Article X

Each Participating Government undertakes to exert appropriate efforts, consistent with the Charter of the United Nations, to the end that no one engages in any activity in the Treaty Area contrary to the principles or purposes of these Agreed Measures.

Article XI

Each Participating Government whose expeditions use ships sailing under flags of nationalities other than its own shall, as far as feasible, arrange with the owners of such ships that the crews of these ships observe these Agreed Measures.

Article XII

1. The Participating Governments may make such arrangements as may be necessary for the discussion of such matters as:

   a) the collection and exchange of records (including records of permits) and statistics concerning the numbers of each species of native mammal and bird killed or captured annually in the Treaty Area;

b) the obtaining and exchange of information as to the status of native mammals and birds in the Treaty Area, and the extent to which any species needs protection;

c) the number of native mammals or birds which should be permitted to be harvested for food, scientific study, or other uses in the various regions;

d) the establishment of a common form in which this information shall be submitted by Participating Governments in accordance with paragraph 2 of this Article.

2. Each Participating Government shall inform the other Governments in writing before the end of November of each year of the steps taken and information collected in the preceding period of July 1st to June 30th relating to the implementation of these Agreed Measures. Governments exchanging information under paragraph 5 of Article VII of the Antarctic Treaty may at the same time transmit the information relating to the implementation of these Agreed Measures.

Article XIII

1. After the receipt by the Government designated in Recommendation I–XIV (5) of notification of approval by all Governments whose representatives are entitled to participate in meetings provided for under Article IX of the Antarctic Treaty, these Agreed Measures shall become effective for those Governments.

2. Thereafter any other Contracting Party to the Antarctic Treaty may, in consonance with the purposes of Recommendation III–VII, accept these Agreed Measures by notifying the designated Government of its intention to apply the Agreed Measures and to be bound by them. The Agreed Measures shall become effective with regard to such Governments on the date of receipt of such notification.

3. The designated Government shall inform the Governments referred to in paragraph 1 of this Article of each notification of approval, the effective date of these Agreed Measures and of each notification of acceptance. The designated Government shall also inform any Government which has accepted these Agreed Measures of each subsequent notification of acceptance.

Article XIV

1. These Agreed Measures may be amended at any time by unanimous agreement of the Governments whose Representatives are entitled to participate in meetings under Article IX of the Antarctic Treaty.

2. The Annexes, in particular, may be amended as necessary through diplomatic channels.
3. An amendment proposed through diplomatic channels shall be submitted in writing to the designated Government which shall communicate it to the Governments referred to in paragraph 1. of the present Article for approval; at the same time, it shall be communicated to the other Participating Governments.
4. Any amendment shall become effective on the date on which notifications of approval have been received by the designated Government from all of the Governments referred to in paragraph 1. of this article.
5. The designated Government shall notify those same Governments of the date of receipt of each approval communicated to it and the date on which the amendment will become effective for them.
6. Such amendment shall become effective on that same date for all other Participating Governments, except those which before the expiry of two months after that date notify the designated Government that they do not accept it.

ANNEXES TO THESE AGREED MEASURES

Annex A

Specially protected species

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. . . . . .

Annex B

Specially protected areas

. . . . . .

. . . . . .

Annex C

Importation of animals and plants

The following animals and plants may be imported into the Treaty Area in accordance with permits issued under Article IX (2) of these Agreed Measures:

a) sledge dogs;
b) domestic animals and plants;
c) laboratory animals and plants.

Annex D

Precautions to prevent accidental introduction of parasites and diseases into the Treaty Area

The following precautions shall be taken:

1. Dogs: All dogs imported into the Treaty Area shall be inoculated against the following diseases:

   a) distemper;
   b) contagious canine hepatitis;
   c) rabies
   d) leptospirosis (L. canicola and L. icterohaemorrhagicae).

   Each dog shall be inoculated at least two months before the time of its arrival in the Treaty Area.

2. Poultry: Notwithstanding the provisions of Article IX (3) of these Agreed Measures, no living poultry shall be brought into the Treaty Area after July 1st 1966.

Copie certifiée conforme du rapport final approuvé par la troisième réunion consultative du Traité de l'Antarctique.
Bruxelles, le 28 octobre 1964
Le DIRECTEUR,
au Ministère des Affaires Etrangères et du Commerce Extérieur de Belgique.

[SEAL]

SWITZERLAND

Atomic Energy: Cooperation for Civil Uses

Agreement signed at Washington December 30, 1965; Entered into force August 8, 1966.

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

Whereas the Government of the United States of America and the Government of Switzerland signed an "Agreement for Cooperation Concerning Civil Uses of Atomic Energy Between the Government of the United States of America and the Government of Switzerland" on June 21, 1956, [1] which was amended by the Agreement signed on April 24, 1959, [2] and the Agreement signed on June 11, 1960; [3] and

Whereas the Government of the United States of America and the Government of Switzerland desire to pursue a research and development program looking toward the realization of peaceful and humanitarian uses of atomic energy, including the design, construction, and operation of power-producing reactors and research reactors, and the exchange of information relating to the development of other peaceful uses of atomic energy; and

Whereas the Government of the United States of America and the Government of Switzerland are desirous of entering into this Agreement to cooperate with each other to attain the above objectives; and

Whereas the Parties desire this Agreement to supersede the "Agreement for Cooperation Concerning Civil Uses of Atomic Energy Between the Government of the United States of America and the Government of Switzerland", signed on June 21, 1956, as amended;

The Parties agree as follows:

ARTICLE I

A. The "Agreement for Cooperation Concerning Civil Uses of Atomic Energy Between the Government of the United States of America and the Government of Switzerland", signed on June 21,

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[1] TIAS 3745; 8 UST 91.
[2] TIAS 4236; 10 UST 1008.
[3] TIAS 4618; 11 UST 2367.

1956, as amended, is superseded on the date this Agreement enters into force.

B. This Agreement shall enter into force on the date on which each Government shall have received from the other Government written notification that it has complied with all statutory and constitutional requirements for the entry into force of such Agreement [1] and shall remain in force for a period of thirty (30) years.

ARTICLE II

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

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

C. This Agreement shall not require the exchange of any information which the Parties are not permitted to communicate because the information is privately owned or has been received from another Government.

ARTICLE III

A. Subject to the provisions of Article II, the Parties shall exchange unclassified information with respect to the application of atomic energy to peaceful uses and the problems of health and safety connected therewith. The exchange of information provided for in this Article shall be accomplished through various means available, including reports, conferences, and visits to facilities, and shall include information in the following fields:

(1) Development, design, construction, operation, and use of research, materials testing, experimental, demonstration power, and power reactors;

(2) Health and safety problems related to the operation and use of the types of reactors listed in subparagraph (1) above; and

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

B. Agreed classification, patent, and security policies and practices shall continue to be maintained with respect to all classified information (including any inventions or discoveries employing such information), materials, equipment, and devices which have been exchanged under the superseded Agreement. The Parties intend to consult with each other to review the extent to which the agreed classification,

[1] Aug. 8, 1966.

patent, and security policies and practices referred to above continue to be appropriate and applicable.

ARTICLE IV

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

B. Subject to the provisions of Article II and under such terms and conditions as may be agreed, specialized research facilities and reactor materials testing facilities of the Parties shall be made available for mutual use consistent with the limits of space, facilities, and personnel conveniently available when such facilities are not commercially available.

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

ARTICLE 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, material, equipment, and devices for any particular use or application.

ARTICLE VI

It is contemplated that, as provided in this Article, authorized private individuals and private organizations as well as governmental bodies in either the United States of America or Switzerland may deal directly with authorized private individuals and private organizations as well as governmental bodies in the other country. Accordingly, in connection with the subjects of agreed exchange of information as provided in Article III, it is understood that either Party and authorized persons under its jurisdiction may make arrangements to transfer and export materials, including special nuclear material, and equipment and devices to, and to perform services for, the other Party and authorized persons under its jurisdiction. Such arrangements shall be subject to:

(1) the limitations in Article II; and

(2) applicable laws, regulations, policies and license requirements of the Parties.

ARTICLE VII

A. During the period of this Agreement, the United States Commission will transfer to the Government of Switzerland, under such terms and conditions as the Parties may agree, uranium enriched in the isotope U–235 for use in the fueling of defined research applications, including research reactors, materials testing reactors, reactor experiments, and reactor prototypes, as the Commission may agree to upon request of the Government of Switzerland.

B. In addition, the United States Commission is prepared to sell to the Government of Switzerland all of Switzerland's requirements for uranium enriched in the isotope U–235 for use in the power reactor program described in the Appendix to this Agreement, which Appendix, subject to the quantity limitation established in paragraph E of this Article, may be amended from time to time by mutual consent without modification of this Agreement.

C. The United States Commission is also prepared, to such extent and under such conditions as it may establish, to enter into contracts to provide after December 31, 1968, for the production or enrichment, or both, in facilities owned by the Commission of special nuclear material for the account of the Government of Switzerland for the uses specified in paragraphs A and B above.

D. With respect to transfers of uranium enriched in the isotope U–235 provided for in paragraphs A, B, and C of this Article, it is understood that:

(1) contracts specifying quantities, enrichments, delivery schedules and other terms and conditions of supply or service will be executed on a timely basis between the United States Commission and the Government of Switzerland; and

(2) prices for uranium enriched in the isotope U–235 sold or for services performed and the advance notice required for delivery will be those in effect for users in the United States. The United States Commission may agree to supply enriched uranium or perform enrichment services upon shorter notice, subject to assessment of such surcharge to the usual base price as the United States Commission may consider reasonable to cover abnormal production costs incurred by the United States Commission by reason of such shorter notice.

E. The adjusted net quantity of U–235 in enriched uranium transferred from the United States of America to the Government of Switzerland under paragraphs A, B, and C of this Article during the period of this Agreement for Cooperation shall not exceed 30,000 kilograms. The following method of computation shall be used in calculating transfers, within the ceiling quantity of 30,000 kilograms

of U–235, made pursuant to said paragraphs A, B, and C of this Article:

From:

(1) The quantity of U–235 contained in enriched uranium transferred to the Government of Switzerland pursuant to said paragraphs A, B, and C, minus

(2) The quantity of U–235 contained in an equal quantity of uranium of normal isotopic assay.

Subtract:

(3) The aggregate of the quantities of U–235 contained in recoverable uranium of United States origin either transferred to the United States of America or to any other nation or group of nations with the approval of the Government of the United States of America pursuant to this Agreement, minus

(4) The quantity of U–235 contained in an equal quantity of uranium of normal isotopic assay.

F. It is agreed that, should the total quantity of enriched uranium which the United States Commission has agreed to provide pursuant to this and other Agreements for Cooperation reach the maximum quantity of enriched uranium which the Commission has available for such purposes, and should the Government of Switzerland not have executed contracts covering the adjusted net quantity specified in paragraph E of this Article, the Commission may request, upon appropriate notice, that the Government of Switzerland execute contracts for all or any part of such enriched uranium as is not then under contract. It is understood that, should the Government of Switzerland not execute a contract in accordance with a request by the Commission hereunder, the Commission shall be relieved of all obligations to the Government of Switzerland with respect to the enriched uranium for which contracts have been so requested.

G. The enriched uranium supplied hereunder may contain up to twenty percent (20%) in the isotope U–235. The United States Commission, however, may make available a portion of the enriched uranium supplied hereunder as material containing more than 20% in the isotope U–235 when there is a technical or economic justification for such a transfer.

H. It is understood, unless otherwise agreed, that in order to assure the availability of the entire quantity of enriched uranium allocated hereunder for a particular reactor project described in the Appendix, it will be necessary for the construction of the project to be initiated in accordance with the schedule set forth in the Appendix and for the Government of Switzerland to execute a contract for that quantity in time to allow for the United States Commission to provide the material for the first fuel loading. It is also understood that if the Government of Switzerland desires to contract for less than the entire quantity of enriched uranium allocated for a particular project or terminates the supply contract after execution, the re-

maining quantity allocated for that project shall cease to be available and the maximum adjusted net quantity of U–235 provided for in paragraph E of this Article shall be reduced accordingly, unless otherwise agreed.

I. Within the limitations contained in paragraph E of this Article, the quantity of uranium enriched in the isotope U–235 transferred by the United States Commission under this Article and in the custody of the Government of Switzerland for the fueling of reactors or reactor experiments shall not at any time be in excess of the quantity thereof necessary for the loading of such reactors or reactor experiments, plus such additional quantity as, in the opinion of the Parties, is necessary for the efficient and continuous operation of such reactors or reactor experiments.

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

K. With respect to any special nuclear material not owned by the Government of the United States of America produced in reactors fueled with materials obtained from the United States of America which is in excess of the need of the Government of Switzerland for such materials in its program for the peaceful uses of atomic energy, the Government of the United States of America shall have and is hereby granted (a) a first option to purchase such material at prices then prevailing in the United States of America for special nuclear material produced in reactors which are fueled pursuant to the terms of an agreement for cooperation with the Government of the United States of America, and (b) the right to approve the transfer of such material to any other nation or a group of nations in the event the option to purchase is not exercised.

L. Special nuclear material produced, as a result of irradiation processes, in any part of the fuel leased hereunder shall be for the account of the Government of Switzerland and, after reprocessing as provided in paragraph J of this Article, shall be returned to the Government of Switzerland, at which time title to such material shall be transferred to that Government, unless the Government of the United States of America shall exercise the option, which is hereby granted, to retain, with a credit to the Government of Switzerland based on the prices in the United States of America referred to in paragraph K of this Article, any such special nuclear material which is in excess of the needs of Switzerland for such material in its program for the peaceful uses of atomic energy.

M. Some atomic energy materials which the Government of Switzerland may request the Commission to provide in accordance

with this Agreement, or which have been provided to the Government of Switzerland under the superseded Agreement, are harmful to persons and property unless handled and used carefully. After delivery of such materials to the Government of Switzerland, the Government of Switzerland shall bear all responsibility, insofar as the Government of the United States of America is concerned, for the safe handling and use of such materials. With respect to any special nuclear materials or fuel elements which the Commission may lease pursuant to this Agreement, or may have leased pursuant to the superseded Agreement, to the Government of Switzerland or to any private individual or private organization under its jurisdiction duly authorized to this effect, the Government of Switzerland shall indemnify and save harmless the Government of the United States of America against any and all liability (including third party liability) for any cause whatsoever arising out of the production or fabrication, the ownership, the lease, and the possession and use of such special nuclear materials or fuel elements after delivery by the Commission to the Government of Switzerland or to any authorized private individual or private organization under its jurisdiction.

ARTICLE VIII

As may be necessary and as may be mutually agreed in connection with the subjects of agreed exchange of information as provided in Article III, and subject to the limitations set forth in Article II, and under such terms and conditions as may be mutually agreed, specific arrangements may be made from time to time between the Parties for the lease or sale of quantities of material, including heavy water and natural uranium, but not including special nuclear materials, greater than those required for research when such materials are not commercially available.

ARTICLE IX

A. The Government of Switzerland guarantees that:

(1) Safeguards provided in Article X shall be maintained.

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

(3) No material, including equipment and devices, transferred to the Government of Switzerland or authorized persons under its jurisdiction pursuant to this Agreement or the superseded Agreement, and no special nuclear material produced through the use of such material, equipment, or devices, including any such special nuclear material held under the superseded Agreement,

will be transferred to unauthorized persons or beyond the jurisdiction of the Government of Switzerland, except as the United States Commission may agree to such a transfer to another nation or group of nations, and then only if, in the opinion of the United States Commission, the transfer of the material is within the scope of an agreement for cooperation between the Government of the United States of America and the other nation or group of nations.

B. The Government of the United States of America guarantees that no equipment or devices transferred from the Government of Switzerland to the Government of the United States of America or authorized persons under its jurisdiction pursuant to this Agreement or the superseded Agreement, no material purchased by the Government of the United States of America pursuant to paragraph K of Article VII of this Agreement, and no material retained by the Government of the United States of America pursuant to paragraph L of Article VII of this Agreement, or an equivalent amount of material of the same type as such purchased or retained material substituted therefor, will be used for atomic weapons, or for research on or development of atomic weapons, or for any other military purpose.

ARTICLE X

A. The Government of the United States of America and the Government of Switzerland emphasize their common interest in assuring that any material, equipment, or device made available to the Government of Switzerland pursuant to this Agreement or the superseded Agreement shall be used solely for civil purposes.

B. Except to the extent that the safeguards provided for in this Agreement are supplanted, by agreement of the Parties as provided in Article XI, by safeguards of the 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

(a) reactor and

(b) other equipment and devices, the design of which the United States Commission determines to be relevant to the effective application of safeguards,

which are to be made available to the Government of Switzerland 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 United States Commission;

(2) With respect to any source or special nuclear material made available to the Government of Switzerland 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:

(a) source material, special nuclear material, moderator material, or other material designated by the United States Commission,

(b) reactors,

(c) any other equipment or device designated by the United States Commission as an item to be made available on the conditions that the provisions of this subparagraph B (2) will apply,

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

(ii) to require that any such material in the custody of the Government of Switzerland 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 IX;

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

(4) To designate, after consultation with the Government of Switzerland, personnel who, accompanied, if either Party so requests, by personnel designated by the Government of Switzerland, shall have access in Switzerland to all places and data necessary to account for the source and special nuclear materials which are subject to subparagraph B (2) of this Article, to determine whether there is compliance with this Agreement, and to make such independent measurements as may be deemed necessary;

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

(6) To consult with the Government of Switzerland in the matter of health and safety.

C. The Government of Switzerland undertakes to facilitate the application of the safeguards provided for in this Article.

ARTICLE XI

A. The Government of the United States of America and the Government of Switzerland, recognizing the desirability of making use of the facilities and services of the International Atomic Energy Agency, agree that the Agency will be promptly requested to assume responsibility for applying safeguards to materials and facilities subject to safeguards under this Agreement. It is contemplated that the necessary arrangements will be effected without modification of this Agreement through an agreement to be negotiated between the Parties and the Agency which may include provisions for suspension of the safeguard rights accorded to the United States Commission by Article X of this Agreement, during the time and to the extent that the Agency's safeguards apply to such materials and facilities.

B. In the event the Parties do not reach a mutually satisfactory agreement on the terms of the trilateral arrangement envisaged in paragraph A of this Article, either Party may, by notification, terminate this Agreement. Before either Party takes steps to terminate this Agreement, the Parties will carefully consider the economic effects of any such termination. Neither Party will invoke its termination rights until the other Party has been given sufficient advance notice to permit arrangements by the Government of Switzerland, if it is the other Party, for an alternative source of power and to permit adjustment by the Government of the United States of America, if it is the other Party, of production schedules. In the event of termination by either Party, the Government of Switzerland shall, at the request of the Government of the United States of America, return to the Government of the United States of America all special nuclear material received pursuant to this Agreement and still in its possession or in the possession of persons under its jurisdiction. The Government of the United States of America will compensate the Government of Switzerland for sold material so returned at the United States Commission's schedule of prices then in effect domestically.

ARTICLE XII

The rights and obligations of the Parties provided for under this Agreement shall extend to cooperative activities initiated under the superseded Agreement, including, but not limited to, material, equipment, devices, and information transferred thereunder, to the extent applicable.

ARTICLE XIII

For the purposes of this Agreement:

A. "United States Commission" or "Commission" means the United States Atomic Energy Commission.

B. "Parties" means the Government of the United States of America, including the United States Commission on behalf of the Government of the United States of America, and the Government of Switzerland, including the Office of the Federal Delegate for Atomic

Energy Questions on behalf of the Government of Switzerland. "Party" means one of the above "Parties".

C. "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.

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

E. "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.

F. "Person" means any individual, corporation, partnership, firm, association, trust, estate, public or private institution, group, government agency, or government corporation but does not include the Parties to this Agreement.

G. "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.

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

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

J. "Special nuclear material" means (1) plutonium, uranium enriched in the isotope 233 or in the isotope 235, and any other material which the United States Commission or the Government of Switzerland determines to be special nuclear material; or (2) any material artificially enriched by any of the foregoing.

K. "Superseded Agreement" means the Agreement signed by the Parties on June 21, 1956, as amended by the Agreement signed on April 24, 1959, and the Agreement signed on June 11, 1960.

L. "Safeguards" means a system of controls designed to assure that any materials, equipment, or devices committed to the peaceful uses of atomic energy are not used to further any military purpose.

ACCORD DE COOPERATION ENTRE LE GOUVERNEMENT DES ETATS-UNIS D'AMERIQUE ET LE GOUVERNEMENT SUISSE POUR L'UTILISATION DE L'ENERGIE ATOMIQUE A DES FINS PACIFIQUES

Attendu que le Gouvernement des Etats-Unis d'Amérique et le Gouvernement suisse ont signé le 21 juin 1956 un "Accord de coopération entre le Gouvernement des Etats-Unis d'Amérique et le Gouvernement suisse pour l'utilisation pacifique de l'énergie atomique", modifié par les accords signés les 24 avril 1959 et 11 juin 1960;

Attendu que le Gouvernement des Etats-Unis d'Amérique et le Gouvernement suisse désirent poursuivre un programme de recherches et de développement visant à la réalisation des usages pacifiques et humanitaires de l'énergie atomique, y compris l'établissement de projets, la construction et l'exploitation de réacteurs de puissance et de recherches, ainsi que l'échange d'informations relatives au développement d'autres usages pacifiques de l'énergie atomique;

Attendu que le Gouvernement des Etats-Unis d'Amérique et le Gouvernement suisse sont désireux de conclure le présent accord afin de coopérer l'un avec l'autre pour atteindre les objectifs ci-dessus mentionnés;

Attendu que les Parties désirent que le présent accord remplace l' "Accord de coopération entre le Gouvernement des Etats-Unis d'Amérique et le Gouvernement suisse pour l'utilisation pacifique de l'énergie atomique", signé le 21 juin 1956, tel qu'il a été amendé;

Les Parties conviennent de ce qui suit:

Article Premier

A. L'"Accord de coopération entre le Gouvernement des Etats-Unis d'Amérique et le Gouvernement suisse pour l'utilisation pacifique de l'énergie atomique", signé le 21 juin 1956, tel qu'il a été amendé, est abrogé le jour d'entrée en vigueur du présent accord.

B. Le présent accord entrera en vigueur le jour où chacun des Gouvernements aura notifié à l'autre par écrit qu'il s'est conformé à toutes les prescriptions légales et constitutionnelles relatives à l'entrée en vigueur du présent accord, conclu pour une durée de trente (30) ans.

Article II

A. Sous réserve des dispositions du présent accord, des disponibilités en personnel et en matières, ainsi que des lois, règlements et prescriptions relatives aux licences en vigueur dans chacun des deux pays, les Parties coopéreront l'une avec l'autre pour utiliser l'énergie atomique à des fins pacifiques.

B. Aucune "information à diffusion restreinte" ne sera communiquée en vertu du présent accord; aucune matière, aucun équipement ou appareil ne sera transféré, ni aucun service ne sera assuré en vertu du présent accord, si le transfert de ces matières, équipements et

appareils, ou si la prestation de tels services impliquent la communication d'"informations à diffusion restreinte".

C. Le présent accord n'exige pas l'échange d'informations que les Parties ne sont pas en droit de communiquer, soit parce qu'elles sont la propriété de personnes privées, soit parce qu'elles ont été obtenues d'un autre gouvernement.

ARTICLE III

A. Sous réserve des dispositions de l'article II, les Parties échangeront des informations non classifiées concernant l'utilisation de l'énergie atomique à des fins pacifiques ainsi que les problèmes sanitaires et de sécurité qu'elle implique. L'échange d'informations prévu dans cet article se fera par les divers moyens disponibles, notamment par des rapports, conférences et visites d'installations et portera sur les domaines suivants:

1) Développement, établissement de projets, construction, exploitation et utilisation de réacteurs de recherches et d'essais des matériaux, de réacteurs expérimentaux, de réacteurs-prototypes et de réacteurs de puissance;

2) Problèmes sanitaires et de sécurité se rapportant à l'exploitation et à l'utilisation des types de réacteurs mentionnés sous chiffre 1 ci-dessus;

3) Emploi d'isotopes radioactifs et de radiations pour les recherches dans le domaine de la physique et de la biologie, en thérapeutique médicale, dans l'agriculture et dans l'industrie.

B. La classification convenue, les brevets, ainsi que les mesures relatives au respect du secret seront maintenus pour ce qui concerne toutes les informations classifiées (y compris toute invention ou découverte utilisant de telles informations), les matières, équipements ou appareils échangés en vertu de l'ancien accord. Les Parties ont l'intention de se consulter pour examiner jusqu'à quel point la classification convenue, les brevets, ainsi que les mesures relatives au secret mentionnés ci-dessus continuent à être appropriés et applicables.

ARTICLE IV

A. Les matières faisant l'objet des informations échangées conformément à l'article III et sous réserve des dispositions de l'article II, comprenant les matières brutes, les matières nucléaires spéciales, les sous-produits, les autres isotopes radioactifs et les isotopes stables peuvent être cédées à des fins d'applications déterminées autres que l'alimentation de réacteurs et d'installations d'expérimentation de réacteurs, dans des quantités et aux termes et conditions à convenir, lorsque de telles matières ne peuvent être obtenues par voie commerciale.

B. Sous réserve des dispositions de l'article II et aux termes et conditions à convenir, les Parties s'accorderont mutuellement l'usage de leurs installations spéciales de recherches et de leurs installations

d'essais des matières pour réacteurs. Ces échanges se feront pour autant que les locaux, les installations et le personnel disponible le permettent, lorsque de telles installations ne peuvent être obtenues par voie commerciale.

C. Sous réserve des dispositions de l'article II, les Parties pourront se céder de l'équipement et des appareils faisant l'objet des informations échangées en application de l'article III, aux termes et conditions à convenir. Il est entendu que ces cessions ne se feront que dans la mesure où les circonstances et les disponibilités le permettent.

ARTICLE V

L'application ou l'emploi de toute information (y compris les plans, les dessins et les descriptions), du matériel, de l'équipement et des appareils échangés ou transférés entre les Parties en exécution du présent accord se fera sous la responsabilité de la Partie qui les reçoit. L'autre Partie ne garantit ni que de telles informations soient exactes, ni qu'elles soient complètes; elle ne garantit pas non plus que ces informations, matières, équipements ou appareils conviennent pour un usage ou une application déterminés.

ARTICLE VI

Aux termes du présent article, il est envisagé que des personnes ou organisations privées autorisées, aussi bien que des organes gouvernementaux, aux Etats-Unis d'Amérique ou en Suisse peuvent traiter directement avec des personnes ou organisations privées autorisées, aussi bien qu'avec des organes gouvernementaux dans l'autre pays. Ainsi, en ce qui concerne l'objet des informations échangées en application de l'article III, il est entendu que chacune des Parties et les personnes habilitées relevant de leur autorité peuvent convenir de la cession et de l'exportation de matières, y compris les matières nucléaires spéciales, l'équipement et les appareils, ainsi que de la prestation de services à l'autre Partie ou à des personnes habilitées relevant de son autorité. De tels arrangements se feront sous réserve:

1) Des limites fixées à l'article II;
2) Des lois, règlements, pratiques et prescriptions relatives aux licences en vigueur dans chacune des Parties.

ARTICLE VII

A. Pendant la durée du présent accord, la Commission des Etats-Unis cédera au Gouvernement suisse, aux termes et conditions convenus par les Parties, de l'uranium enrichi de l'isotope U–235 pour les besoins de l'approvisionnement en combustible de projets de recherches déterminés, y compris l'alimentation de réacteurs de recherches et d'essais des matériaux, de réacteurs expérimentaux et de réacteurs-prototypes, dans la mesure où la Commission peut donner suite à la demande du Gouvernement suisse.

B. En outre, la Commission des Etats-Unis est prête à vendre au Gouvernement suisse toutes quantités d'uranium enrichi de l'isotope

U–235 nécessaires à l'exécution du programme suisse de réacteurs de puissance décrit dans l'appendice du présent accord; cet appendice peut être amendé de temps à autre d'une commun accord dans la limite des quantités fixées à la lettre E du présent article, sans que soit modifié le présent accord.

C. La Commission des Etats-Unis est également prête, dans les limites et aux conditions définies par elle, à conclure des contrats permettant, après le 31 décembre 1968, la production ou l'enrichissement – ou l'un et l'autre – de matières nucléaires spéciales dans des installations de la Commission pour le compte du Gouvernement suisse et pour les usages décrits aux lettres A et B ci-dessus.

D. En ce qui concerne les transferts d'uranium enrichi de l'isotope U–235 prévus aux lettres A, B et C du présent article, il est entendu:

1) que des contrats spécifiant les quantités, l'enrichissement, les délais de livraison et autres conditions afférentes à la fourniture ou aux services seront conclus en temps opportun entre la Commission des Etats-Unis et le Gouvernement suisse;

2) que les prix de l'uranium enrichi de l'isotope U–235 vendu ou des services exécutés, de même que les délais de notification préalable exigés pour la livraison seront ceux qui sont en vigueur pour les utilisateurs aux Etats-Unis. La Commission des Etats-Unis peut accepter de fournir de l'uranium enrichi ou de procéder à des opérations d'enrichissement moyennant un délai de notification préalable plus court, sous réserve de l'imputation des frais supplémentaires qui en résultent sur le prix de base usuel, dans la mesure où la Commission des Etats-Unis estime qu'il est raisonnable de couvrir les coûts inhabituels de production encourus par la Commission des Etats-Unis consécutivement à de telles notifications à court terme.

E. La quantité nette ajustée d'U'235 contenue dans l'uranium enrichi cédé par les Etats-Unis d'Amérique au Gouvernement suisse en vertu des lettres A, B et C du présent article pendant la durée de l'accord de coopération n'excédera pas 30'000 kilogrammes. La méthode suivante sera appliquée pour calculer les quantités transférées, dans les limites de la quantité maximum de 30'000 kilogrammes d'U–235, conformément aux lettres A, B et C du présent article.

De

1) la quantité d'U–235 contenue dans l'uranium enrichi cédé au Gouvernement suisse conformément aux lettres A, B et C, diminuée de

2) la quantité d'U–235 contenue dans une quantité égale d'uranium de composition isotopique normale,

Déduire

3) la quantité totale d'U–235 contenue dans de l'uranium récupérable, provenant des Etats-Unis, qui aura été cédé soit aux Etats-Unis d'Amérique, soit à un pays tiers ou à un groupe de pays

avec l'approbation du Gouvernement des Etats-Unis d'Amérique conformément au présent accord, diminuée de

4) la quantité d'U–235 contenue dans une quantité égale d'uranium de composition isotopique normale.

F. Il est entendu que si la quantité globale de l'uranium enrichi que la Commission des Etats-Unis a accepté de fournir en vertu du présent accord ou d'autres accords de coopération atteint la quantité maximum d'uranium enrichi dont la Commission dispose à ces fins, et si le Gouvernement suisse n'a pas signé de contrats portant sur la quantité nette ajustée fixée à la lettre E du présent article, la Commission peut demander au Gouvernement suisse, moyennant notification appropriée, qu'il signe des contrats portant sur l'ensemble ou sur une partie de l'uranium enrichi qui ne fait pas encore l'objet de contrats. Il est entendu que si le Gouvernement suisse ne donne pas suite à une demande de la Commission afférente à la conclusion d'un contrat, celle-ci sera libérée de tout engagement vis-à-vis du Gouvernement suisse concernant l'uranium enrichi pour lequel des contrats ont été demandés.

G. L'uranium enrichi cédé aux termes du présent accord peut contenir jusqu'à vingt pour cent (20%) de l'isotope U–235. La Commission des Etats-Unis peut cependant fournir une partie de l'uranium enrichi cédé aux termes du présent accord sous forme de matière contenant plus de 20% de l'isotope U–235, si pareille remise se justifie du point de vue technique ou économique.

H. Il est entendu, à moins qu'il n'en ait été convenu autrement, qu'afin de rendre disponible la quantité globale d'uranium enrichi attribuée aux termes du présent accord pour un projet déterminé de réacteur décrit dans l'appendice, il sera nécessaire que les travaux de construction soient entrepris conformément au plan fixé dans l'appendice et que le Gouvernement suisse conclue un contrat portant sur une telle quantité suffisamment tôt pour que la Commission des Etats-Unis soit en mesure de fournir les matières nécessaires à la première charge de combustible. Il est également entendu que si le Gouvernement suisse désire conclure un contrat portant sur une quantité d'uranium enrichi inférieure à la quantité globale attribuée pour un projet déterminé, ou s'il entend renoncer à un contrat de livraison après sa conclusion, la quantité restante attribuée pour ce projet cessera d'être disponible et la quantité maximum nette ajustée d'U–235 prévue à la lettre E du présent article sera réduite en conséquence, à moins qu'il n'en ait été convenu autrement.

I. Dans les limites prévues à la lettre E du présent article, la quantité d'uranium enrichi de l'isotope U–235, cédée par la Commission des Etats-Unis en vertu du présent article et dont le Gouvernement suisse dispose pour alimenter des réacteurs ou des installations d'expérimentation de réacteurs, n'excédera en aucun moment la quantité de matières nécessaire à la charge de tels réacteurs ou installations d'expérimentation de réacteurs, compte tenu de la quantité supplémentaire qui, de l'avis des Parties, est nécessaire au fonctionne-

ment efficace et continu de ces réacteurs et de ces installations d'expérimentation de réacteurs.

J. Il est entendu que lorsque des matières nucléaires spéciales reçues des Etats-Unis d'Amérique devront être soumises à un retraitement, celui-ci se fera au gré de la Commission, soit dans des établissements de cette Commission, soit dans d'autres établissements agréés par elle, aux termes et conditions à convenir ultérieurement. Il est également entendu, sous réserve d'autres arrangements pris d'un commun accord, que tout élément de combustible irradié, après avoir été retiré du réacteur, ne subira aucune modification de sa forme ni de son contenu jusqu'à ce qu'il ait été remis à la Commission ou aux établissements agréés par elle en vue du retraitement.

K. Pour toute matière nucléaire spéciale n'appartenant pas au Gouvernement des Etats-Unis d'Amérique et qui est produite par des réacteurs alimentés en combustibles provenant de ce pays, dans des quantités dépassant celles dont le Gouvernement suisse a besoin pour l'exécution de son programme d'utilisation de l'énergie atomique à des fins pacifiques, le Gouvernement des Etats-Unis d'Amérique aura et se voit octroyer par le présent accord: a) un droit de préemption sur ces matières, aux prix en vigueur aux Etats-Unis d'Amérique au moment de la vente pour les matières nucléaires spéciales produites dans des réacteurs alimentés en combustibles conformément aux termes d'un accord de coopération avec le Gouvernement des Etats-Unis d'Amérique, et b) le droit d'approuver la cession de ces matières à tout autre pays ou groupe de pays, au cas où le droit de préemption ne serait pas exercé.

L. Les matières nucléaires spéciales produites, par suite d'irradiation, dans toute partie de combustible loué conformément au présent accord figureront au compte du Gouvernement suisse; après avoir été retraitées conformément à la lettre J du présent article, elles seront rendues au Gouvernement suisse. Le titre de propriété de ces matières sera alors transféré à celui-ci, à moins que le Gouvernement des Etats-Unis d'Amérique n'exerce l'option qui lui est dévolue par le présent accord de conserver, en ouvrant au Gouvernement suisse un crédit fondé sur les prix en vigueur aux Etats-Unis d'Amérique dont il est fait mention à la lettre K du présent article, toutes quantités de matières nucléaires spéciales dépassant celles dont la Suisse a besoin pour l'exécution de son programme d'utilisation de l'énergie atomique à des fins pacifiques.

M. Certaines des matières atomiques que le Gouvernement suisse peut demander à la Commission de lui fournir conformément au présent accord, ou qui ont été fournies au Gouvernement suisse en vertu de l'ancien accord, sont dangereuses pour les personnes et les biens si elles ne sont pas manipulées et utilisées avec précaution. Après livraison de ces matières au Gouvernement suisse, celui-ci assumera toute responsabilité dans la mesure où le Gouvernement des Etats-Unis d'Amérique est concerné, pour ce qui a trait à la manipulation et à l'emploi de ces matières. Pour toute matière nucléaire

spéciale ou tout élément de combustible que la Commission peut louer conformément au présent accord, ou peut avoir loué en vertu de l'ancien accord au Gouvernement suisse ou à toute personne ou organisation privée relevant de son autorité et dûment autorisée à cet effet, le Gouvernement suisse dédommagera le Gouvernement des Etats-Unis d'Amérique et l'exonérera de toute responsabilité (y compris les indemnisations au tiers) pour tout fait découlant de la production ou de la fabrication, de la propriété, de la location, de la possession et de l'usage de ces matières nucléaires spéciales ou éléments de combustible après leur livraison par la Commission au Gouvernement suisse ou à toute personne ou organisation privée relevant de son autorité.

ARTICLE VIII

Des arrangements spéciaux pourront être conclus de temps à autre entre les Parties, aux termes et conditions à convenir, pour la location ou la vente de matières faisant l'objet des informations échangées en vertu de l'article III, comprenant l'eau lourde et l'uranium naturel, mais non les matières nucléaires spéciales, dans des quantités dépassant celles qui sont requises pour les recherches, si ces matières ne peuvent être obtenues par voie commerciale. Les transactions se feront d'un commun accord, dans la mesure des besoins et sous réserve des limitations prévues à l'article II.

ARTICLE IX

A. Le Gouvernement suisse garantit:

1) Que les mesures de contrôle prévues à l'article X seront maintenues;

2) Que les matières, y compris l'équipement et les appareils, vendues ou cédées de toute autre manière au Gouvernement suisse ou à des personnes habilitées relevant de son autorité en vertu du présent ou de l'ancien accord, de même que les matières nucléaires spéciales résultant de l'emploi de ces matières, équipements et appareils, y compris toute matière nucléaire spéciale détenue en vertu de l'ancien accord, ne seront pas utilisées pour des armes atomiques ou à des fins de recherche ou de développement d'armes atomiques ou à d'autres fins militaires;

3) Que les matières, y compris l'équipement et les appareils, cédées, en vertu du présent ou de l'ancien accord, au Gouvernement suisse ou à des personnes habilitées relevant de son autorité, de même que les matières nucléaires spéciales résultant de l'emploi de ces matières, équipements et appareils, y compris toute matière nucléaire spéciale détenue en vertu de l'ancien accord, ne seront pas transmises à des personnes non habilitées ou ne relevant pas de l'autorité du Gouvernement suisse. La Commission des Etats-Unis peut toutefois autoriser de tels transferts à un pays tiers ou à un groupe de pays si, de l'avis de la Commission des Etats-Unis, le transfert de ces matières rentre dans les limites d'un accord de coopération entre le Gouvernement des Etats-Unis d'Amérique et le pays tiers ou le groupe de pays en question.

B. Le Gouvernement des Etats-Unis d'Amérique garantit

- que l'équipement et les appareils cédés, en vertu du présent ou de l'ancien accord, par le Gouvernement suisse au Gouvernement des Etats-Unis d'Amérique ou à des personnes habilitées relevant de son autorité,
- que les matières achetées par le Gouvernement des Etats-Unis d'Amérique conformément à l'article VII, lettre K, du présent accord,
- que les matières conservées par le Gouvernement des Etats-Unis d'Amérique conformément à l'article VII, lettre L, du présent accord, ou
- qu'une quantité équivalente de matières du même genre, substituée aux matières ainsi achetées ou conservées,

ne seront pas utilisés pour des armes atomiques ou à des fins de recherche ou de développement d'armes atomiques ou à d'autres fins militaires.

ARTICLE X

A. Le Gouvernement des Etats-Unis d'Amérique et le Gouvernement suisse soulignent leur intérêt commun à assurer que les matières, équipements et appareils mis à la disposition du Gouvernement suisse en vertu du présent et de l'ancien accord ne seront utilisés qu'à des fins civiles.

B. En tant que les mesures de contrôle prévues dans le présent accord ne sont pas remplacées, d'entente entre les Parties et conformément à l'article XI, par les mesures de contrôle de l'Agence internationale de l'énergie atomique, le Gouvernement des Etats-Unis d'Amérique se réserve les droits suivants, nonobstant toutes autres dispositions du présent accord:

1) Le droit d'examiner, afin de s'assurer que la construction et l'usage ne servent qu'à des buts civils et permettent l'application efficace des mesures de contrôle, les plans

a) de tous réacteurs et

b) de tous autres équipements et appareils dont la construction, de l'avis de la Commission des Etats-Unis, est déterminante pour l'application efficace des mesures de contrôle

qui sont mis à la disposition du Gouvernement suisse ou de personnes relevant de son autorité, ou qui servent à utiliser, fabriquer ou traiter certaines matières ainsi fournies, à savoir les matières brutes, les matières nucléaires spéciales, les matières servant de modérateurs ou les autres matières désignées par la Commission des Etats-Unis;

2) En ce qui concerne les matières brutes ou les matières nucléaires spéciales mises à la disposition du Gouvernement suisse ou de personnes relevant de son autorité par le Gouvernement des Etats-Unis d'Amérique ou par des personnes relevant de son

autorité, et en ce qui concerne les matières brutes ou les matières nucléaires spéciales qui seraient employées, récupérées ou produites par suite de l'utilisation de l'une quelconque des matières ou de l'un quelconque des équipements ou appareils ci-après, fournis dans les conditions précitées:

a) matières brutes, matières nucléaires spéciales, matières servant de modérateurs ou toute autre matière désignée par la Commission des Etats-Unis,

b) réacteurs,

c) tous autres équipements et appareils à la livraison desquels la Commission des Etats-Unis désire appliquer les dispositions figurant sous lettre B, chiffre 2, du présent article,

i) le droit de demander l'établissement et la présentation de comptes rendus des opérations, de demander et de recevoir des rapports pour faciliter la vérification de l'emploi des matières fournies, et

ii) le droit de demander l'application de toutes les mesures de contrôle mentionnées dans cet article et des garanties prévues à l'article IX aux matières fournies en vertu du présent accord et se trouvant sous la garde du Gouvernement suisse ou de personnes relevant de son autorité

3) Le droit de demander le dépôt des matières nucléaires spéciales mentionnées sous lettre B, chiffre 2 du présent article dans des entrepôts désignés par la Commission des Etats-Unis, à moins que ces matières ne soient couramment utilisées à des fins civiles en Suisse ou n'aient été achetées ou conservées par le Gouvernement des Etats-Unis d'Amérique en vertu de l'article VII du présent accord, ou cédées conformément à l'article VII, lettre K, paragraphe b, ou encore que les Parties n'en aient disposé autrement d'un commun accord.

4) Le droit de désigner, après consultation avec le Gouvernement suisse, des personnes qui, à la requête de l'une ou l'autre des Parties, seront accompagnées de personnes désignées par le Gouvernement suisse et auront accès, en Suisse, à tous lieux et à toutes informations, dans la mesure justifiée par la nécessité de vérifier les matières brutes et les matières nucléaires spéciales visées sous lettre B, chiffre 2, du présent article, pour constater si les termes de l'accord sont respectés et procéder aux vérifications indépendantes qu'elles jugeront nécessaires.

5) Le droit de suspendre et de dénoncer le présent accord et de demander la restitution de toutes matières, de tout équipement et de tous appareils visés sous lettre B, chiffre 2, du présent article au cas où les dispositions de cet article ou les garanties prévues à l'article IX ne seraient pas respectées et si le Gouvernement suisse n'observait pas les dispositions du présent article dans un délai raisonnable.

6) Le droit de se consulter avec le Gouvernement suisse sur les questions sanitaires et de protection.

C. Le Gouvernement suisse s'engage à faciliter l'application des mesures de contrôle prévues dans cet article.

ARTICLE XI

A. Le Gouvernement des Etats-Unis d'Amérique et le Gouvernement suisse, reconnaissant qu'il est souhaitable de faire usage des installations et services de l'Agence internationale de l'énergie atomique, conviennent que l'Agence sera appelée à assumer à bref délai toute responsabilité concernant l'application des mesures de contrôle aux matières et installations soumises à de telles mesures en vertu du présent accord. Il est prévu que les arrangements nécessaires seront pris sans que soit modifié le présent accord, par un accord conclu entre les Parties et l'Agence, lequel pourra contenir des dispositions visant à suspendre les droits afférents aux mesures de contrôle accordés à la Commission des Etats-Unis par l'article X du présent accord, dans les limites et pour la durée de l'application des mesures de contrôle de l'Agence aux dites matières et installations.

B. Si les Parties n'arrivent pas à s'entendre sur les termes de l'accord trilatéral prévu à la lettre A du présent article, chacune d'elles peut dénoncer le présent accord moyennant notification. Avant que l'une ou l'autre des Parties prenne les mesures visant à dénoncer l'accord, celles-ci examineront attentivement les répercussions économiques d'une telle dénonciation. Aucune des Parties ne fera valoir ses droits à la dénonciation avant que l'autre Partie en ait été avisée suffisamment tôt pour permettre au Gouvernement suisse, s'il est cette autre Partie, de prendre toutes dispositions en vue d'obtenir d'autres sources d'énergie et pour permettre au Gouvernement des Etats-Unis d'Amérique, s'il est cette autre Partie, de reviser ses plans de production. En cas de dénonciation par l'une ou l'autre des Parties, le Gouvernement suisse devra, à la demande du Gouvernement des Etats-Unis d'Amérique, restituer à ce dernier toutes matières nucléaires spéciales fournies en vertu du présent accord et qui se trouveraient encore en sa possession ou en possession de personnes relevant de son autorité. Le Gouvernement des Etats-Unis d'Amérique dédommagera le Gouvernement suisse pour les matières vendues ainsi restituées, conformément à la liste de prix de la Commission en vigueur à ce moment-là aux Etats-Unis d'Amérique.

ARTICLE XII

Les droits et obligations des Parties formulés dans le présent accord s'étendront, dans les limites applicables, aux activités de coopération procédant de l'ancien accord, en comprenant les matières, équipements, appareils et informations fournis en vertu de cet accord, mais en ne s'y limitant pas.

ARTICLE XIII

Aux fins du présent accord:

A. Les termes "la Commission des Etats-Unis" ou "la Commission" signifient la Commission des Etats-Unis pour l'énergie atomique.

B. Les termes "les Parties" signifient le Gouvernement des Etats-Unis d'Amérique, comprenant la Commission des Etats-Unis, qui agit pour le compte du Gouvernement des Etats-Unis d'Amérique, ainsi que le Gouvernement suisse, comprenant le Bureau du Délégué aux questions d'énergie atomique, qui agit pour le compte du Gouvernement suisse. Le terme "Partie" signifie l'une des "Parties" définies ci-dessus.

C. Les termes "armes atomiques" comprennent tout dispositif utilisant de l'énergie atomique – à l'exclusion des moyens de transport ou de propulsion de tels dispositifs, en tant qu'ils sont séparables du dispositif principal – dont le but essentiel est d'être employé comme arme, comme prototype d'arme, comme appareil d'essais pour armes, ou de servir au développement de ces armes ou appareils.

D. L'expression "sous-produit" englobe toute matière radioactive (à l'exception des matières nucléaires spéciales) obtenue ou rendue radioactive par exposition aux radiations dues à la production ou à l'utilisation de matières nucléaires spéciales.

E. Les termes "équipement et appareils" ou "équipement ou appareils" comprennent tout instrument, appareil ou installation, armes atomiques exceptées, servant à l'utilisation ou à la production de matières nucléaires spéciales. Les termes s'étendent également à toutes parties intégrantes de l'équipement ou des appareils.

F. Le terme "personne" englobe tous les particuliers, corporations, sociétés, maisons, associations, trusts, masses patrimoniales, institutions publiques ou privées, groupes, agences gouvernementales, corporations de droit public, hormis les Parties au présent accord.

G. Par "réacteur" il faut entendre tout appareil autre qu'une arme atomique, dans lequel on maintient une réaction en chaîne par fission continue à l'aide d'uranium, de plutonium, de thorium ou d'une combinaison de ces trois éléments.

H. Les "informations à diffusion restreinte" (restricted data) comprennent toutes les données concernant: 1) les plans, la fabrication et l'utilisation d'armes atomiques; 2) la production de matières nucléaires spéciales dans la production d'énergie. N'y sont pas comprises les données dont le secret a été levé, ni celles qui ont été retirées de la catégorie des "informations à diffusion restreinte" par l'autorité compétente.

I. Les "matières brutes" comprennent: 1) l'uranium, le thorium ou toute autre matière que la Commission des Etats-Unis ou le Gouvernement suisse qualifient de matière brute, ou 2) les minerais contenant l'une ou plusieurs des matières susnommées, en une concentration que la Commission des Etats-Unis ou le Gouvernement suisse peuvent déterminer de temps à autre.

J. Les "matières nucléaires spéciales" sont: 1) le plutonium, l'uranium enrichi de l'isotope 233 ou de l'isotope 235, ainsi que toutes autres matières que la Commission des Etats-Unis ou le Gouvernement suisse qualifient de matières nucléaires spéciales, ou 2) toutes autres matières enrichies artificiellement au moyen de l'une des matières susnommées.

K. Par "ancien accord", il faut entendre l'accord signé par les Parties le 21 juin 1956, tel que modifié par les accords signés les 24 avril 1959 et 11 juin 1960.

L. Les termes "mesures de contrôle" comprennent un système de contrôle destiné à s'assurer que les matières, l'équipement ou les appareils livrés pour un emploi pacifique de l'énergie atomique ne sont pas utilisés à des fins militaires quelconques.

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

DONE at Washington in duplicate, in the English and French languages, both equally authentic, this 30th day of December, 1965.

EN FOI DE QUOI, les soussignés, dûment autorisés à cet effet, ont signé le présent accord.

FAIT à Washington en double exemplaire, en anglais et en français, les deux versions faisant également foi, le 30 décembre 1965.

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

WALTER J. STOESSEL Jr.

GLENN T. SEABORG

FOR THE GOVERNMENT OF SWITZERLAND:
POUR LE GOUVERNEMENT SUISSE:

ALFRED ZEHNDER

APPENDIX

SWISS ENRICHED URANIUM POWER REACTOR PROGRAM

	(1) REACTORS	(2) START OF CONSTRUCTION	(3) TOTAL KGS. U-235 REQUIRED*
A.	NOK, 350 MWe, PWR (Beznau)	1965	7, 560
B.	Atom-Electra, 600 MWe (Electrowatt)	1966	9, 220
C.	100 MWe	1967	970
D.	Bernese, 300 MWe Muhleberg I	1967	6, 058
E.	Bernese, 300 MWe Muhleberg II	1970	5, 160
			28, 968

* As calculated in Article VII, paragraph E, of the Agreement for Cooperation.

APPENDICE

PROGRAMME SUISSE DE CONSTRUCTION DE REACTEURS A URANIUM ENRICHI

	(1) REACTEURS	(2) DEBUT DE LA CONSTRUCTION	(3) QUANTITE TOTALE D'U-235 NECESSAIRE* (en kg)
A.	NOK 350 MWe, PWR (Beznau)	1965	7'560
B.	Atom-Electra, 600 MWe (Electrowatt)	1966	9'220
C.	100 MWe	1967	970
D.	Forces Motrices Bernoises 300 MWe, Mühleberg I	1967	6'058
E.	Forces Motrices Bernoises 300 MWe. Mühleberg II	1970	5'160
			28'968

* Conformément à l'article VII, lettre E de l'accord de coopération.

PHILIPPINES

Telecommunication: Radio Broadcasting Facilities

Agreement implementing the agreement of May 6, 1963, as implemented.
Effected by exchange of notes
Signed at Manila July 13, 1966;
Entered into force July 13, 1966.

The American Ambassador to the Philippine Secretary of Foreign Affairs

No. 34

EXCELLENCY:

I have the honor to refer to the fifth paragraph of your Note No. 39527 of September 10, 1965, [1] and to the sixth paragraph of Article VIII of the Radio Broadcasting Facilities Agreement signed between our Governments on May 6, 1963.[2] Pursuant to the terms of these references the Government of the United States of America hereby transfers to the Government of the Republic of the Philippines, without cost, all its right, title and interest and all the right, title and interest of any of its official agencies in the radio transmitting and receiving equipment, radio links, power plants and related facilities or replacements therefor and improvements thereto, located at Malolos, Bulacan Province.

These facilities are described and located as follows:

A. ANTENNA AREA

(1) Four each rhombic antennas, three wire, with dissipators, United States Signal Corps Type One. Each antenna is supported by four triangular steel guyed towers 75 feet in height.

(2) Five each rhombic antennas, three wire, with dissipators, United States Signal Corps Type Two. Each antenna is supported by triangular steel guyed towers 75 feet in height.

(3) One each overlapped double rhombic antenna, one wire with dissipator. The antenna is supported by eight triangular steel guyed towers 90 feet in height.

(4) One each "V" type antenna terminated three wire, 600 feet per leg. The antenna is supported by three triangular steel

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[1] TIAS 5865; 16 UST 1187.
[2] TIAS 5353; 14 UST 746.

guyed towers. The apex tower is 75 feet in height and the end towers are each 60 feet in height.

(5) Antenna System, medium wave directional array consisting of the following: six Blaw-Knox self supporting insulated towers each 250 feet in height, seven tuning houses, 8 feet x 8 feet x 7½ feet, steel frame with concrete floors, ten monitor controller radio frequency switching relays. One relay rack with preset switch control relays and indicators.

The antennas and related transmission lines are situated on the following leased private property:

Lot No.	Owner
10–D, 10–N–2, 10–G (a portion), 10–F, 10–H (a portion), and 10–I (a portion)	A.S. Bautista and Sons 851 Cataluna Street Sampaloc, Manila
3152 (a portion), 3153 (a portion)	Estate of Encarnacion Gatmaitan Dr. Juan S. Fernando Administrator Malolos, Bulacan
9909 (formerly 2696)	Urbano Enriquez Sumapa Malolos, Bulacan
3154 (a portion)	Eliseo C. Cruz Malolos, Bulacan
2697	Luis Santos Malolos, Bulacan
9912	Jose A. Reyes Barrio San Vicente Paombong, Bulacan
9911	Ananias Crisostomo 665 Lee Street Mandaluyong, Rizal

B. BUILDING AREA

I. BUILDINGS

(a) Transmitter Building: One story construction with reinforced concrete walls, concrete floor and corrugated galvanized iron roof. Floor area is approximately 8,210 square feet.

(b) Power Plant Building: One story construction with reinforced concrete walls, concrete floor and galvanized iron roof. Floor area is approximately 4,370 square feet.

(c) Receiving Building: One story construction with concrete floor and corrugated asbestos roof. Building is

electrically shielded to accommodate Very High Frequency receiving equipment. Floor area is approximately 220 square feet.

(d) Staff House: One story wood frame building with corrugated galvanized iron roof. Floor area is approximately 1,672 square feet.

(e) Work Shop Building: Quonset structure with concrete floor. Contains lathe, planer, electric saw and two drill presses. Floor area is approximately 4,325 square feet.

(f) Guard House: One story wood frame construction with concrete floor and corrugated galvanized iron roof. Floor area is approximately 115 square feet.

(g) Lavatory, shower, and kitchen: One story construction with reinforced concrete walls, tile floors and galvanized iron roof. Attached is a quonset structure annex with concrete floor. Total floor area is approximately 1,456 square feet.

(h) Pump House, fire defense: Concrete block construction. Contains one Chrysler water pump, serial number 101–6322, powered by a six cylinder gasoline engine, serial number 101–6218. Floor area is approximately 108 square feet.

(i) Pump House: Galvanized iron construction. Contains two steel tanks, pumps, automatic water treating equipment and water well. Total capacity of water tanks is 2,740 gallons.

(j) Warehouse Building: Quonset structure with concrete floor. Floor area is approximately 4,325 square feet.

(k) Paint Storage Building: One story structure with concrete floor and galvanized iron roof. Floor area is approximately 76 square feet.

(l) Carport, angle iron frame with open sides, corrugated galvanized iron roofing and concrete floor. Floor area is approximately 1,188 square feet.

(m) Gasoline Pumping Station with one 2,000 gallon underground tank.

II. TRANSMITTERS

(a) Transmitter, radio, 50 kilowatts medium wave, Western Electric Type 407–A–3. Complete with control console, tubes, crystals, pumps, blowers, distribution transformers, audio equipment, monitors, accessories, spare tubes and parts. Serial number 106. Operating frequency is 920 kilocycles.

(b) Transmitter, radio, 50 kilowatts, RCA Type M1–7330–A, dual channel, shortwave. Complete with control console, tubes, pumps, blowers, accessories, spare tubes and parts. Serial numbers 524 and 527. Identified as Malolos 1 and Malolos 2.

(c) Transmitter, radio, 7.5 kilowatts shortwave, RCA Type ETA 4750 M1–725, serial number 4654. Complete with

tubes, distribution transformers, accessories, spare tubes and parts. Identified as Malolos 3.

(d) Transmitter, radio, 1 kilowatt, Very High Frequency, Gates Frequency Modulation. Model FM–R–250 and GS 1541. Serial number 63903. Complete with spare tubes and parts.

III. SWITCHING BAY SYSTEM

Shortwave Antenna Transmission Lines and Switching Bay System, consisting of approximately 5,400 feet of 2-wire transmission line per antenna supported by 12 inch bar type ceramic insulators, on metal and wooden poles. Sixteen monitor controller, Type SP–1170–1, 35 amp, 15,000 volt, double pole, double throw radio frequency relays. Complete with preselector relay rack and monitor lamps.

IV. RECEIVERS

(a) Six Receivers, Very High Frequency, complete with multicouplers, tubes and accessories. Model REL 740. Double crystal controlled, double intermediate frequency superheterodyne. Serial numbers 10971, 10979, 10980, 10984, 10986 and 10998.

(b) One Receiver, Very High Frequency, Nems Clark, Model Number 1J01, serial number 276.

V. TOWERS

(a) Tower Assembly consisting of two stacy triangular steel towers 75 feet in height spaced 20 feet apart and connected by horizontal tower sections at the 60 and 75 foot levels. Complete with two corner reflectors, four bays each, APC Model CRV–1617B.

(b) Tower, angle iron and pipe construction mounted on transmitter building as support for Very High Frequency intersite transmitting antenna. Complete with four bay APC Model CRV–1617B corner reflector.

(c) One each Blaw-Knox self supporting steel tower 125 feet in height. This tower supports two Very High Frequency communications antennas.

VI. POWER GENERATING UNITS

(a) Four Diesel Generating sets, Atlas Imperial Diesel Engine, Model 8EN668, HP–320, RPM–600 with Westinghouse alternating current generator rated at 250 KVA, 2300 volts 60 cycles. Engine serial numbers 21427, 21426, 21425 and 21424. Generator Serial Numbers 1523P863, 2523P863, 3532P863 and 4523P863. Complete with accessories, power distribution system, tools, meters, pumps, air compressors, fuel tanks and spare parts.

(b) One Diesel Generating set consisting of one General Motors Model 6016–E engine, 90 horsepower, 1200 RPM and

one Okesfo and Mernit 50–60 cycle, 60 kilowatt 3 phase, 220–440 volts. Serial number 81.

VII. POWER SUBSTATION

One each Electric Power Substation 1100 kilovolt amperes 34.5/2.4 kilovolts 3 phase, 60 cycles, connected to the Manila Electric Company.

The facilities listed in items B–1 through B–7 above are situated on a parcel of land described in paragraph number 1 of the September 4, 1947, Protocol to an Agreement between the Government of the United States of America and the Government of the Republic of the Philippines regarding Radio Broadcasting Facilities signed at Manila, September 4, 1947, [1] said parcel of land and buildings thereon formerly known as the Bulacan Trade School. This area is enclosed with galvanized iron cyclone fence and post, seven feet in height. The fence and inner area are illuminated with flood lights.

It is understood and agreed that the Government of the United States of America shall continue to enjoy its present rights of operation and use of the radio transmitting facilities at Malolos, Bulacan Province, until the new and very powerful radio broadcasting facility envisaged to be constructed under the Radio Broadcasting Facilities Agreement of May 6, 1963, enters into operation. It is further understood and agreed that the Government of the United States of America shall continue to pay the rentals for the use of the thirteen parcels of leased private property until the termination of its present rights of operation and use of the radio broadcasting facilities at Malolos, Bulacan Province, and that upon termination of these rights the Government of the Republic of the Philippines will assume the obligations of the Government of the United States of America relative to the said thirteen parcels of land. Copies of the leases will be furnished Your Excellency under cover of a separate communication.

It is further understood that while it continues to enjoy its present rights of operation and use of the radio transmitting equipment at Malolos, the Government of the United States of America will also continue to provide physical security and maintain the facilities heretofore described.

It is understood that the Government of the Republic of the Philippines will hold the United States Government harmless from any and all actions, claims or expenses which may arise as a result of the use or other disposition of said properties upon the termination of its present rights of operation and use of the properties described herein.

Upon receipt of a Note from Your Excellency indicating that the foregoing provisions are acceptable to the Government of the Republic of the Philippines, the Government of the United States of America will consider that the transfer of the said properties has been effected.

[1] Not printed.

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

WILLIAM MCCORMICK BLAIR, Jr.

EMBASSY OF THE UNITED STATES OF AMERICA,
Manila, July 13, 1966.

His Excellency
NARCISO RAMOS,
Secretary of Foreign Affairs,
Manila, Philippines.

The Philippine Secretary of Foreign Affairs to the American Ambassador

REPUBLIC OF THE PHILIPPINES
DEPARTMENT OF FOREIGN AFFAIRS

No. 15475 MANILA, *July 13, 1966*

EXCELLENCY:

I have the honor to acknowledge the receipt of your Note No. 34 dated today, referring to the fifth paragraph of former Secretary Mendez' Note No. 39527 dated September 10, 1965, and the sixth paragraph of Article VIII of the Radio Broadcasting Facilities Agreement signed between our Governments on May 6, 1963, which reads as follows:

"Excellency:

"I have the honor to refer to the fifth paragraph of your Note No. 39527 of September 10, 1965, and to the sixth paragraph of Article VIII of the Radio Broadcasting Facilities Agreement signed between our Governments on May 6, 1963. Pursuant to the terms of these references the Government of the United States of America hereby transfers to the Government of the Republic of the Philippines, without cost, all its right, title and interest and all the right, title and interest of any of its official agencies in the radio transmitting and receiving equipment, radio links, power plants and related facilities or replacements therefor and improvements thereto, located at Malolos, Bulacan Province.

"These facilities are described and located as follows:

"A. ANTENNA AREA

"(1) Four each rhombic antennas, three wire, with dissipators, United States Signal Corps Type One. Each antenna is supported by four triangular steel guyed towers 75 feet in height.

"(2) Five each rhombic antennas, three wire, with dissipators, United States Signal Corps Type Two. Each antenna is supported by triangular steel guyed towers 75 feet in height.

"(3) One each overlapped double rhombic antenna, one wire with dissipator. The anteena is supported by eight triangular steel guyed towers 90 feet in height.

"(4) One each "V" type antenna terminated three wire, 600 feet per leg. The antenna is supported by three triangular steel guyed towers. The apex tower is 75 feet in height and the end towers are each 60 feet in height.

"(5) Antenna System, medium wave directional array consisting of the following: six Blaw-Knox self supporting insulated towers each 250 feet in height, seven tuning houses, 8 feet x 8 feet x 7½ feet, steel frame with concrete floors, ten monitor controller radio frequency switching relays. One relay rack with preset switch control relays and indicators.

"The antennas and related transmission lines are situated on the following leased private property:

"Lot No.	"Owner
10–D, 10–N–2, 10–G (a portion), 10–F, 10–H (a portion), and 10–I (a portion)	A.S. Bautista and Sons 851 Cataluna Street Sampaloc, Manila
3152 (a portion), 3153 (a portion)	Estate of Encarnacion Gatmaitan Dr. Juan S. Fernando Administrator Malolos, Bulacan
9909 (formerly 2696)	Urbano Enriquez Sumapa Malolos, Bulacan
3154 (a portion)	Eliseo C. Cruz Malolos, Bulacan
2697	Luis Santos Malolos, Bulacan
9912	Jose A. Reyes Barrio San Vicente Paombong, Bulacan
9911	Ananias Crisostomo 665 Lee Street Mandaluyong, Rizal

"B. BUILDING AREA

"I. BUILDINGS

"(a) Transmitter Building: One story construction with reinforced concrete walls, concrete floor and corrugated galvanized iron roof. Floor area is approximately 8,210 square feet.

"(b) Power Plant Building: One story construction with reinforced concrete walls, concrete floor and galvanized iron roof. Floor area is approximately 4,370 square feet.

"(c) Receiving Building: One story construction with concrete floor and corrugated asbestos roof. Building is electrically

shielded to accommodate Very High Frequency receiving equipment. Floor area is approximately 220 square feet.

"(d) Staff House: One story wood frame building with corrugated galvanized iron roof. Floor area is approximately 1,672 square feet.

"(e) Work Shop Building: Quonset structure with concrete floor. Contains lathe, planer, electric saw and two drill presses. Floor area is approximately 4,325 square feet.

"(f) Guard House: One story wood frame construction with concrete floor and corrugated galvanized iron roof. Floor area is approximately 115 square feet.

"(g) Lavatory, shower, and kitchen: One story construction with reinforced concrete walls, tile floors and galvanized iron roof. Attached is a quonset structure annex with concrete floor. Total floor area is approximately 1,456 square feet.

"(h) Pump House, fire defense: Concrete block construction. Contains one Chrysler water pump, serial number 101–6322, powered by a six cylinder gasoline engine, serial number 101–6218. Floor area is approximately 108 square feet.

"(i) Pump House: Galvanized iron construction. Contains two steel tanks, pumps, automatic water treating equipment and water well. Total capacity of water tanks is 2,740 gallons.

"(j) Warehouse Building: Quonset structure with concrete floor. Floor area is approximately 4,325 square feet.

"(k) Paint Storage Building: One story structure with concrete floor and galvanized iron roof. Floor area is approximately 76 square feet.

"(l) Carport, angle iron frame with open sides, corrugated galvanized iron roofing and concrete floor. Floor area is approximately 1,188 square feet.

"(m) Gasoline Pumping Station with one 2,000 gallon underground tank.

"II. TRANSMITTERS

"(a) Transmitter, radio, 50 kilowatts medium wave, Western Electric Type 407–A–3. Complete with control console, tubes, crystals, pumps, blowers, distribution transformers, audio equipment, monitors, accessories, spare tubes and parts. Serial number 106. Operating frequency is 920 kilocycles.

"(b) Transmitter, radio, 50 kilowatts, RCA Type M1–7330–A, dual channel, shortwave. Complete with control console, tubes, pumps, blowers, accessories spare tubes and parts. Serial numbers 524 and 527. Identified as Malolos 1 and Malolos 2.

"(c) Transmitter, radio, 7.5 kilowatts shortwave, RCA Type ETA 4750 M1–725, serial number 4654. Complete with tubes, distribution transformers, accessories, spare tubes and parts. Identified as Malolos 3.

"(d) Transmitter, radio, 1 kilowatt, Very High Frequency, Gates Frequency Modulation. Model FM–R–250 and GS 1541. Serial Number 63903. Complete with spare tubes and parts.

"III. SWITCHING BAY SYSTEM

"Shortwave Antenna Transmission Lines and Switching Bay System, consisting of approximately 5,400 feet of 2-wire transmission line per antenna supported by 12 inch bar type ceramic insulators, on metal and wooden poles. Sixteen monitor controller, Type SP–1170–1, 35 amp, 15,000 volt, double pole, double throw radio frequency relays. Complete with preselector relay rack and monitor lamps.

"IV. RECEIVERS

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"(b) One Receiver, Very High Frequency, Nems Clark, Model Number 1J01, serial number 276.

"V. TOWERS

"(a) Tower Assembly consisting of two stacy triangular steel towers 75 feet in height spaced 20 feet apart and connected by horizontal tower sections at the 60 and 75 foot levels. Complete with two corner reflectors, four bays each, APC Model CRV–1617B.

"(b) Tower, angle iron and pipe construction mounted on transmitter building as support for Very High Frequency internite transmitting antenna. Complete with four bay APC Model CRV–1617B corner reflector.

"(c) One each Blaw-Knox self supporting steel tower 125 feet in height. This tower supports two Very High Frequency communications antennas.

"VI. POWER GENERATING UNITS

"(a) Four Diesel Generating sets, Atlas Imperial Diesel Engine, Model 8EN669, HP–320, RPM–600 with Westinghouse alternating current generator rated at 250 KVA, 2300 volts 60 cycles. Engine serial numbers 21427, 21426, 21425 and 21424. Generator Serial Numbers 1523P863, 2523P863, 3532P863 and 4523P863. Complete with accessories, power distribution system, tools, meters, pumps, air compressors, fuel tanks and spare parts.

"(b) One Diesel Generating set consisting of one General Motors Model 6016–E engine, 90 horsepower, 1200 RPM and one Ikesfo and Mernit 50–60 cycle, 60 kilowatt 3 phase, 220–440 volts. Serial number 81.

"VII. POWER SUBSTATION

"One each Electric Power Substation 1100 kilovolt amperes 34.5/2.4 kilovolts 3 phase, 60 cycles, connected to the Manila Electric Company.

"The facilities listed in items B–1 through B–7 above are situated on a parcel of land described in paragraph number 1 of the September 4, 1947, Protocol to an Agreement between the Government of the United States of America and the Government of the Republic of the Philippines regarding Radio Broadcasting Facilities signed at Manila, September 4, 1947, said parcel of land and buildings thereon formerly known as the Bulacan Trade School. This area is enclosed with galvanized iron cyclone fence and post, seven feet in height. The fence and inner area are illuminated with flood lights.

"It is understood and agreed that the Government of the United States of America shall continue to enjoy its present rights of operation and use of the radio transmitting facilities at Malolos, Bulacan Province, until the new and very powerful radio broadcasting Facilities Agreement of May 6, 1963, enters into operation. It is further understood and agreed that the Government of the United States of America shall continue to pay the rentals for the use of the thirteen parcels of leased private property until the termination of its present rights of operation and use of the radio broadcasting facilities at Malolos, Bulacan Province, and that upon termination of these rights the Government of the Republic of the Philippines will assume the obligations of the Government of the United States of America relative to the said thirteen parcels of land. Copies of the leases will be furnished Your Excellency under cover of a separate communication.

"It is further understood that while it continues to enjoy its present rights of operation and use of the radio transmitting equipment at Malolos, the Government of the United States of America will also continue to provide physical security and maintain the facilities heretofore described.

"It is understood that the Government of the Republic of the Philippines will hold the United States Government harmless from any and all actions, claims or expenses which may arise as a result of the use or other disposition of said properties upon the termination of its present rights of operation and use of the properties described herein.

"Upon receipt of a Note from Your Excellency indicating that the foregoing provisions are acceptable to the Government of the Republic of the Philippines, the Government of the United States of America will consider that the transfer of the said properties has been effected.

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

I have the honor to inform Your Excellency that the provisions of the afore-quoted Note are acceptable to the Government of the Republic of the Philippines and that Your Note and My Note constitute an Agreement between our two Governments, that the transfer

to the Government of the Republic of the Philippines of the above-mentioned properties has been effected.

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

NARCISO RAMOS

His Excellency
WILLIAM MCCORMICK BLAIR, Jr.
Ambassador Extraordinary and Plenipotentiary of the United States of America, Manila

KUWAIT

Alien Amateur Radio Operators

Agreement effected by exchange of notes Signed at Kuwait July 19 and 24, 1966; Entered into force July 19, 1966.

The Kuwait Minister of Foreign Affairs to the American Ambassador

13/100/238/13615 19 JUL. 1966

EXCELLENCY,

I have the honour to refer to conversations between representatives of the Government of Kuwait and representatives of the Government of the United States of America relating to the possibility of regulating the reciprocal granting of authorities to permit licenced amateur radio operators of either country to operate their stations in the other country, in accordance with the provisions of Article 41 of the International Radio Regulations, Geneva 1959.[1] The following provisions are proposed for such regulation:

(1) An individual who holds a valid licence and call sign from his Government as an amateur radio operator and who operates an amateur radio station licenced by such Government shall be permitted by the other Government, and on reciprocal basis and subject to the conditions stated below, to operate such station in the territory of such other Government.

(2) The individual who is holding a valid licence and call sign from his Government as an amateur radio operator, shall before being permitted to operate his station as provided for in paragraph 1, obtain from the appropriate administrative agency of the other Government an authorization for that purpose.

(3) The appropriate administrative agency of each Government may issue an authorization, as prescribed in paragraph 2, under such conditions and terms as it may prescribe, including the right of denial or cancellation at the convenience of the issuing Government at any time.

If the Government of the United States concurs in the aforementioned provisions, it is proposed that this note and the reply note con-

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[1] TIAS 4893; 12 UST 2633.

stitute an agreement between the two Governments to come into force as of today's date and to be subject to termination by either Government giving six months' notice, in writing, of its intention to do so.

Accept, Excellency, the assurance of my highest consideration.

SABAH AL-AHMAD AL-JABER

Sabah Al-Ahmad Al-Jaber,
Minister of Foreign Affairs.

His Excellency HOWARD R. COTTAM,
Ambassador Extraordinary & Plenipotentiary
of the United States of America,
Kuwait.

The American Ambassador to the Kuwait Minister of Foreign Affairs

No. 126

EXCELLENCY,

I have the honor to acknowledge receipt of your Excellency's note No. 13/100/238/13615 of July 19, 1966 relating to the possibility of regulating the reciprocal granting of authorizations to permit licensed amateur radio operators of either country to operate their stations in the other country, in accordance with the provisions of Article 41 of the International Radio Regulations, Geneva, 1959, and the provisions proposed in paragraphs numbered one, two and three of your referenced note.

Pursuant to section 303 (*l*) (2) and 310(a) of the Communications Act of 1934 [1] as amended [47 U.S.C. 303 (*l*) (2)], 310(a), the Government of the United States of America concurs in the provisions proposed, which are as follows:

1. An individual who holds a valid license and call sign from his Government as an amateur radio operator and who operates an amateur radio station licensed by such Government shall be permitted by the other Government, on a reciprocal basis and subject to the conditions stated below, to operate such station in the territory of such other Government.

2. The individual who holds a valid license and call sign from his Government as an amateur radio operator shall, before being permitted to operate his station as provided for in paragraph 1, obtain from the appropriate administrative agency of the other Government an authorization for that purpose.

3. The appropriate administrative agency of each Government may issue an authorization, as prescribed in paragraph 2, under such condi-

[1] 78 Stat. 202.

tions and terms as it may prescribe, including the right of denial or cancellation at the convenience of the issuing Government at any time.

In accordance with the proposal made in your Excellency's note, that note and this reply indicating the concurrence of the Government of the United States of America are considered as constituting an agreement between the two Governments coming into force as of July 19, 1966 and to be subject to termination by either Government giving six months' notice, in writing, to the other of its intention to do so.

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

[SEAL] HOWARD R. COTTAM

THE EMBASSY OF THE UNITED STATES OF AMERICA,
Kuwait, July 24, 1966.

His Excellency
Shaikh SABAH AL-AHMED AL-JABIR,
Minister of Foreign Affairs,
Kuwait.

VIET-NAM

Agricultural Commodities

Agreement amending the agreement of March 21, 1966, as amended.
Effected by exchange of notes
Signed at Saigon July 22, 1966;
Entered into force July 22, 1966.

The American Deputy Ambassador to the Vietnamese Minister of Foreign Affairs

EMBASSY OF THE
UNITED STATES OF AMERICA
Saigon, July 22, 1966.

No. 37

EXCELLENCY:

I have the honor to refer to the Agricultural Commodities Agreement between our two Governments signed on March 21, 1966, as amended[1] and to propose that:

1. The agreement be further amended by substituting the following for the commodity table in Paragraph 1 of Article I:

COMMODITY	EXPORT MARKET VALUE (MILLIONS)
RICE	$41.13
WHEAT FLOUR	10.15
TOBACCO	7.87
SWEETENED CONDENSED MILK	15.40
EVAPORATED MILK	.20
DRY WHOLE MILK	.23
NONFAT DRY MILK	.46
COTTON	12.21
TOTAL	$87.65

2. The agreement be further amended by deleting "15 percent" in Paragraph A, Article II and substituting therefore "15.3 percent" and deleting "85 percent" in Paragraph B, Article II and substituting "84.7 percent".

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[1] TIAS 5968, 5981, 5995; *ante*, pp. 129, 341, 512; *and* TIAS 6145; *post*, p. 2055; also see TIAS 6177; *post*, pt. 2.

3. The notes exchanged on March 21, 1966, relating to the agreement to be further amended by substituting "$1,753,000" for "$1,644,200" and "$850,000" for "$800,000" in numbered Paragraph 1.

If the foregoing is acceptable to Your Excellency's Government, I have the honor to propose that this note and your reply concurring therein shall constitute an agreement between our two Governments to enter into force on the date of your reply.

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

WILLIAM J. PORTER

His Excellency
TRAN VAN DO
Minister of Foreign Affairs
Republic of Viet-Nam
Saigon, Viet-Nam

The Vietnamese Minister of Foreign Affairs to the American Ambassador

RÉPUBLIQUE DU VIÊTNAM

MINISTÈRE DES AFFAIRES ÉTRANGÈRES

No. 3073-TTK/EF/NC

SAIGON, *July 22, 1966.*

EXCELLENCY,

I have the honour to acknowledge receipt of Your note No. 37 dated July 22, 1966 reading as follows:

"I have the honor to refer to the Agricultural Commodities Agreement between our two Governments signed on March 21, 1966, as amended and to propose that:

1. The Agreement be further amended by substituting the following for the commodity table in Paragraph 1 of Article I:

COMMODITY	EXPORT MARKET VALUE (MILLIONS)
RICE	$41.13
WHEAT FLOUR	10.15
TOBACCO	7.87
SWEETENED CONDENSED MILK	15.40
EVAPORATED MILK	.20
DRY WHOLE MILK	.23
NONFAT DRY MILK	.46
COTTON	12.21
TOTAL	$87.65

2. The Agreement be further amended by deleting "15 percent" in Paragraph A Article II and substituting therefore "15.3 percent" and deleting "85 percent" in Paragraph B Article II and substituting "84.7 percent".
3. The Notes exchanged on March 21, 1966, relating to the Agreement to be further amended by substituting "$1,753,000" for "$1,644,200" and "$850,000" for "$800,000" in numbered Paragraph 1.

If the foregoing is acceptable to Your Excellency's Government, I have the honor to propose that this Note and your reply concurring therein shall constitute an agreement between our two Governments to enter into force on the date of your reply."

I further have the honour to confirm to Your Excellency that the Government of the Republic of Viet-Nam accepts the above proposed amendments and that Your Note and this reply shall constitute an agreement between our two Governments, to enter into force on the date of July 22, 1966.

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

Dr. TRÂN VAN ĐỖ
Minister of Foreign Affairs.

His Excellency
Mr. HENRY CABOT LODGE
Ambassador Extraordinary
and Plenipotentiary of the
United States of America
Saigon

CUBA

Movement of Cuban Refugees to the United States

Agreement effected by exchange of notes between the Embassy of Switzerland (representing the United States interests) and Cuba
Signed at Habana November 6, 1965;
Entered into force November 6, 1965.
With related notes.

The Swiss Embassy to the Cuban Ministry of Foreign Relations

La Embajada de Suiza saluda muy atentamente al Ministerio de Relaciones Exteriores y, en su calidad de representante de los intereses de los Estados Unidos de América en la República de Cuba, tiene el honor de referirse a las recientes conversaciones que han tenido lugar entre la Embajada y representantes del Gobierno de Cuba con respecto al traslado a los Estados Unidos de cubanos que deseen vivir en los Estados Unidos.

La Embajada tiene asimismo el honor de exponer más abajo el texto, en las versiones en idiomas inglés y español que serán igualmente auténticas, del Memorandum de Acuerdo aceptado en dichas conversaciones:

MEMORANDUM OF UNDERSTANDING BETWEEN THE EMBASSY OF SWITZERLAND IN HAVANA, REPRESENTING THE INTERESTS OF THE GOVERNMENT OF THE UNITED STATES AND THE FOREIGN MINISTRY OF THE GOVERNMENT OF CUBA CONCERNING THE MOVEMENT TO THE UNITED STATES OF CUBANS WISHING TO LIVE IN THE UNITED STATES

1. The Government of Cuba agrees to permit the departure from Cuba of, and the Government of the United States agrees to permit the entry into the United States of, Cubans who wish to leave Cuba for the United States, in accordance with the provisions of this Memorandum of Understanding.

2. In recognition of the prime importance of the humanitarian task of reuniting divided families, the two Governments agree that persons living in Cuba who are immediate relatives of persons now living in the United States will be given, as a group, first priority in processing and movement. The two Governments agree that the term "immediate relatives" is defined to mean parents of unmarried children under the age of 21, spouses, unmarried children under the age of 21 and brothers and sisters under the age of 21.

3. The two Governments agree that they will include as members of this first priority group other close relatives living in Cuba of persons now in the United States who reside in the same household as the immediate relatives when such inclusion is required by humanitarian considerations. In order to protect the integrity of the agreed principle of first priority for immediate relatives, the two Governments agree that it will be necessary to verify the relationship and the actual existence of the humanitarian considerations referred to. The two Governments agree that this task of verification will be carried out by the Embassy of Switzerland in Havana and that the judgment of that Embassy will be accepted by the two Governments as final.

4. The Government of Cuba agrees to present to the Embassy of Switzerland in Havana as soon as possible a list (hereinafter called "Cuban Master List A") of immediate relatives living in Cuba of persons now living in the United States, and of other persons living in Cuba described in paragraph 3 above, who wish to live in the United States. The Embassy of Switzerland in Havana will transmit Cuban Master List A to the Government of the United States. The Government of the United States, for its part, will have prepared a list (hereinafter called "US Master List A") based on information supplied by persons now living in the United States who have immediate relatives living in Cuba and who are prepared to receive and are interested in receiving such relatives. It is understood that the lists provided for in this paragraph may be prepared in installments and shall be supplemented from time to time.

5. Those names which appear on both Cuban Master List A and US Master List A will be incorporated by the Government of the

United States in a single list (hereinafter called "Joint Consolidated List A"), which will be transmitted by the Embassy of Switzerland in Havana to the Government of Cuba. With respect to Joint Consolidated List A, there will be a presumption that the persons on the list will be permitted by the Government of Cuba to depart Cuba and will be permitted by the Government of the United States to enter the United States, but final permission will be granted in the form of approval by both Governments of embarkation lists for each flight from Cuba to the United States.

6. The cases of persons whose names appear on Cuban Master List A or on US Master List A but not on both (and therefore not on Joint Consolidated List A) will be the object of further examination by the two Governments, utilizing the services of the Embassy of Switzerland in Havana as required, with a view to the inclusion of such persons in addenda to Joint Consolidated List A, or, in any case, in the second priority group described below in paragraph 8.

7. The two Governments agree that from Joint Consolidated List A, and its addenda, embarkation lists for each flight from Cuba to the United States will be drawn. The two Governments agree that they will make every effort to ensure that the following categories of persons appearing on Joint Consolidated List A are transported in the order of priority indicated: first, parents and unmarried brothers and sisters under the age of 21 living in Cuba of children living in the United States under the age of 21; second, unmarried children under the age of 21 living in Cuba of parents living in the United States, and third, spouses living in Cuba of persons living in the United States. Families and other members of the households will be permitted to travel together in accordance with the principles of paragraph 3 above.

8. When both Governments agree that the persons appearing on Joint Consolidated List A and its addenda no longer require full utilization of the transportation provided, the movement of other persons living in Cuba who wish to live in the United States will begin. First consideration will be given to relatives living in Cuba of persons living in the United States who do not fall within the definition of immediate relatives.

9. The Government of Cuba agrees to present, in due course, to the Embassy of Switzerland in Havana, for transmission to the Government of the United States a list (hereinafter called "Cuban Master List B") of all such persons who will be permitted to depart from Cuba. The Government of Cuba agrees to consider, in preparing Cuban Master List B, names of persons living in Cuba submitted by the Government of the United States on the basis of information supplied by friends and relatives living in the United States.

10. The two Governments agree that Cuban Master List B will form the basis of the preparation of embarkation lists for each flight from Cuba to the United States, in accordance with procedures described below.

11. The Government of Cuba agrees that, with respect to persons on either Joint Consolidated List A or Cuban Master List B, it will prepare, in consultation with the Embassy of Switzerland in Havana, prospective embarkation lists for individual flights from Cuba to the United States. Such lists will be provided the Government of the United States at least seven days prior to the date of the flight.

12. The Government of the United States agrees in turn to inform the Government of Cuba without delay, through the Embassy of Switzerland in Havana, of persons on the embarkation lists approved for entry into the United States, with the understanding that final formalities will be completed at the point of embarkation by officers of the United States Immigration and Naturalization Service and Public Health Service.

13. The Government of Cuba agrees to assemble such persons at the airport at Varadero.

14. The two Governments agree that such persons will be subject to a final departure inspection by officials of the Department of Immigration and the Ministry of Public Health of Cuba and to an entrance inspection by officials of the Immigration and Naturalization Service and Public Health Service of the United States, at the airport in Varadero.

Persons found to be ineligible for departure from Cuba by Cuban officials in accordance with the laws and regulations in force in Cuba or those found by American officials to be ineligible for entrance into the United States under the laws and regulations in force in the United States will not be permitted to embark.

15. The Government of the United States agrees to provide air transportation to carry persons permitted to depart Cuba and to enter the United States from Varadero to a convenient point in the United States.

16. The Government of the United States agrees to provide air transportation with such frequency and capacity as to permit the movement of between 3,000 and 4,000 persons per month.

17. The two Governments agree that the first movement under the terms of this Memorandum of Understanding will begin not later than December 1, 1965.

18. The two Governments agree that any problems that may arise in the implementation of this Memorandum of Understanding will be considered jointly by the Embassy of Switzerland, representing the interests of the United States of America in the Republic of Cuba, and the Government of Cuba.

MEMORANDUM DE ACUERDO ENTRE EL MINISTERIO DE RELACIONES EXTERIORES DEL GOBIERNO DE CUBA Y LA EMBAJADA DE SUIZA EN LA HABANA, COMO REPRESENTANTE DE LOS INTERESES DEL GOBIERNO DE ESTADOS UNIDOS, RESPECTO DEL TRASLADO A LOS ESTADOS UNIDOS DE CUBANOS QUE DESEEN VIVIR EN LOS ESTADOS UNIDOS

1. El Gobierno de Cuba conviene en permitir la salida de Cuba y el Gobierno de los Estados Unidos conviene, a su vez, en permitir la entrada en los Estados Unidos, de cubanos que deseen salir de Cuba para los Estados Unidos, en concordancia con las disposiciones de este Memorandum de Acuerdo.

2. Reconociendo la importancia primordial de la tarea humanitaria de reunir a familias divididas, los dos Gobiernos convienen en que a aquellas personas residentes en Cuba, que sean familiares cercanos de personas actualmente residentes en los Estados Unidos, se les dará, como grupo, primera prioridad en la tramitación y traslado. Los dos Gobiernos convienen en que el término "familiares cercanos" significa: padres de hijos solteros menores de 21 años, cónyugues, hijos solteros menores de 21 años y hermanos y hermanas menores de 21 años.

3. Los dos Gobiernos convienen en que incluirán como miembros de este primer grupo de prioridad a otros familiares próximos residentes en Cuba, de personas que actualmente se hallan en los Estados Unidos, que residan en el mismo hogar que los familiares cercanos, cuando dicha inclusión se requiera por consideraciones humanitarias. Con objeto de proteger la integridad del principio convenido de primera prioridad para familiares cercanos, los dos Gobiernos convienen en que será necesario verificar la relación del parentesco y la existencia real de consideraciones humanitarias a que se ha hecho referencia. Los dos Gobiernos convienen en que esta tarea de verificación será llevada a cabo por la Embajada de Suiza en La Habana, y que el juicio de esta Embajada será aceptado como final por los dos Gobiernos.

4. El Gobierno de Cuba conviene en presentar a la Embajada de Suiza en La Habana, tan pronto como sea posible, una lista (que en adelante se denominará "Lista Maestra Cubana A") de los familiares cercanos residentes en Cuba, de personas actualmente residentes en los Estados Unidos y de otras personas residentes en Cuba, descritas en el párrafo 3 anterior, que deseen vivir en los Estados Unidos. La Embajada de Suiza en La Habana trasladará la Lista Maestra Cubana A al Gobierno de los Estados Unidos. El Gobierno de los Estados Unidos, por su parte, tendrá preparada una lista (que en adelante se llamará "Lista Maestra de los Estados Unidos A"), basada en la información suministrada por personas actualmente residentes en los Estados Unidos que tienen familiares cercanos residentes en Cuba y que estén preparados para recibirlos, y que estén interesados en recibir a dichos familiares. Queda entendido que las

listas a que se refiere este párrafo pueden ser preparadas en diferentes plazos y serán complementadas de tiempo en tiempo.

5. Los nombres que aparezcan en ambas listas, la Lista Maestra Cubana A y la Lista Maestra de los Estados Unidos A, serán incorporados por el Gobierno de los Estados Unidos en una sola lista (que en lo adelante se llamará "Lista Conjunta Consolidada A"), que será trasladada por la Embajada de Suiza en La Habana al Gobierno de Cuba. Con respecto a la Lista Conjunta Consolidada A, se presumirá que a las personas en la lista se les permitirá por el Gobierno de Cuba salir de Cuba, y se les permitirá por el Gobierno de los Estados Unidos entrar en los Estados Unidos; pero el permiso final se concederá en la forma de aprobación por ambos Gobiernos de las listas de embarque para cada vuelo de Cuba a los Estados Unidos.

6. Los casos de personas cuyos nombres aparezcan en la Lista Maestra Cubana A o en la Lista Maestra de los Estados Unidos A, pero no en ambas (y por tanto, no en la Lista Conjunta Consolidada A) serán objeto de ulterior examen por los dos Gobiernos, utilizando los servicios de la Embajada de Suiza en La Habana, según se requiera, con vista a la inclusión, en su caso, de tales personas, en complementos en la Lista Conjunta Consolidada A, o, en todo caso, en el segundo grupo de prioridad descrito abajo, en el párrafo 8.

7. Los dos Gobiernos convienen en que de la Lista Conjunta Consolidada A, y sus complementos, se harán las listas de embarque para cada vuelo de Cuba a los Estados Unidos. Los dos Gobiernos convienen en que harán todos los esfuerzos para asegurar que las siguientes categorías de personas que aparezcan en la Lista Conjunta Consolidada A, serán transportadas en el orden de prioridad indicado: primero, padres y hermanos y hermanas solteros menores de 21 años, residentes en Cuba, de niños residentes en los Estados Unidos menores de 21 años; segundo, hijos solteros menores de 21 años, residentes en Cuba, de padres residentes en los Estados Unidos, y tercero, cónyugues residentes en Cuba de personas residentes en los Estados Unidos. A las familias y otros miembros de los mismos hogares se les permitirá viajar juntos de acuerdo con los principios del párrafo 3.

8. Cuando ambos Gobiernos convengan en que las personas que aparezcan en la Lista Conjunta Consolidada A y sus complementos, ya no requieran plena utilización del transporte que se proporciona, comenzará el traslado de otras personas residentes en Cuba, que deseen vivir en los Estados Unidos. Primera consideración se dará a los familiares residentes en Cuba de personas residentes en los Estados Unidos, no incluidos dentro de la definición de familiares cercanos.

9. El Gobierno de Cuba conviene en presentar, a su debido tiempo, a la Embajada de Suiza en La Habana, para su traslado al Gobierno de los Estados Unidos, una lista (que en lo adelante se denominará "Lista Maestra Cubana B") de todas aquellas personas a las que se les permitirá salir de Cuba. El Gobierno de Cuba, al preparar la Lista Maestra Cubana B, conviene en considerar los nombres de las personas residentes en Cuba, propuestos por el Gobierno de los Estados Unidos,

sobre la base de información suministrada por amigos y familiares residentes en los Estados Unidos.

10. Los dos Gobiernos convienen en que la Lista Maestra Cubana B constituirá la base de la preparación de las listas de embarque para cada vuelo de Cuba a los Estados Unidos en concordancia con los procedimientos abajo descritos.

11. El Gobierno de Cuba conviene en que, con respecto a las personas en la Lista Conjunta Consolidada A o en la Lista Maestra Cubana B, preparará, en consulta con la Embajada de Suiza en La Habana, listas de embarque anticipadas, para vuelos individuales de Cuba a los Estados Unidos. Tales listas se les suministrarán al Gobierno de los Estados Unidos, por lo menos siete días antes de la fecha del vuelo.

12. El Gobierno de los Estados Unidos conviene, a su vez, en informar al Gobierno de Cuba, sin dilación, a través de la Embajada de Suiza en La Habana, de las personas en las listas de embarque que han sido aprobadas para entrar en los Estados Unidos, en el entendimiento de que las formalidades finales serán completadas en el lugar de embarque por funcionarios del Servicio de Inmigración y Naturalización de los Estados Unidos y del Servicio de Salud Pública de los Estados Unidos.

13. El Gobierno de Cuba conviene en reunir a dichas personas en el aeropuerto de Varadero.

14. Los dos Gobiernos convienen en que dichas personas están sujetas a un examen final de salida por parte de funcionarios del Departamento de Inmigración y del Ministerio de Salud Pública de Cuba y de entrada por parte de funcionarios del Servicio de Inmigración y Naturalización y del Servicio de Salud Pública de los Estados Unidos en el aeropuerto en Varadero.

No se permitirá embarcar a las personas calificadas como inelegibles para salir de Cuba por parte de los funcionarios cubanos de acuerdo con las leyes y reglamentaciones en vigor en Cuba, como tampoco a las personas calificadas como inelegibles para entrar en los Estados Unidos por parte de los funcionarios americanos de acuerdo con las leyes y reglamentaciones en vigor en los Estados Unidos.

15. El Gobierno de los Estados Unidos conviene en suministrar transporte aéreo para trasladar a las personas a las que se les permita salir de Cuba y entrar en los Estados Unidos, desde Varadero hasta un sitio conveniente en los Estados Unidos.

16. El Gobierno de los Estados Unidos conviene en suministrar transporte aéreo con la frecuencia y la capacidad necesarias para permitir el traslado de entre 3,000 y 4,000 personas al mes.

17. Los dos Gobiernos convienen en que el primer traslado, según los términos de este Memorandum de Acuerdo, comenzará no más tarde que el primero de diciembre de 1965.

18. Los dos Gobiernos convienen en que cualesquiera problemas que pudieran surgir en la realización de este Memorandum de Acuerdo, serán considerados conjuntamente por la Embajada de

Suiza, como representante de los intereses de los Estados Unidos de América en la República de Cuba, y el Gobierno de Cuba.

* * *

En el curso de las conversaciones que condujeron al Memorandum de Acuerdo expuesto arriba, el Gobierno de Cuba declaró su posición concerniente a la salida de técnicos y de jóvenes de 15 a 26 años de edad residentes en Cuba que están obligados a cumplir el Servicio Militar Obligatorio. El Gobierno de Cuba también declaró que expondría su posición sobre estos aspectos en una Nota separada.

El Gobierno de los Estados Unidos declaró que respondería, a través de la Embajada de Suiza, a la Nota del Gobierno de Cuba a que se hace referencia en el párrafo anterior y expondría su propia posición en estas cuestiones tal como se había expresado en el curso de las discusiones.

Además, el Gobierno de los Estados Unidos declaró que transmitiría al Gobierno de Cuba, a través de la Embajada de Suiza, una Nota separada concerniente a la posición del Gobierno de los Estados Unidos en la cuestión de la inclusión en el traslado de Cuba de personas encarceladas en Cuba por delitos de naturaleza política tal como su posición había sido expresada en el curso de las discusiones.

El Gobierno de Cuba declaró que respondería a la Nota del Gobierno de los Estados Unidos concerniente a la inclusión en el traslado a ese país de personas encarceladas en Cuba por delitos contra la Revolución, exponiendo su propia posición al respecto, tal como se había expresado en el curso de las discusiones.

La Embajada tiene el honor de proponer que, si los acuerdos descritos en el Memorandum de Acuerdo expuesto arriba son aceptables para el Ministerio de Relaciones Exteriores, esta Nota y la respuesta del Ministerio que expresa su conformidad al respecto constituirán una aceptación por parte del Gobierno de los Estados Unidos y el Gobierno de Cuba de los términos del Memorandum de Acuerdo, que tendrá efecto en la fecha de la respuesta.

La Embajada de Suiza aprovecha la oportunidad para reiterar al Ministerio de Relaciones Exteriores el testimonio de su más alta y distinguida consideración.

La Habana, *6 de noviembre de 1965*

Emil A. Stadelhofer
Embajador de Suiza en Cuba

Al Ministerio de
Relaciones Exteriores
La Habana

Translation

The Embassy of Switzerland presents its compliments to the Ministry of Foreign Relations and, in its capacity of representative of the interests of the United States in the Republic of Cuba, has the honor to refer to the recent talks between the Embassy and representatives of the Government of Cuba regarding the movement to the United States of Cubans desiring to live in the United States.

The Embassy also has the honor to set forth below the English and Spanish texts, which shall be equally authentic, of the Memorandum of Understanding agreed to in the said conversations:

[For the English and Spanish language texts see *ante*, pp. 1046, 1049.]

In the course of the conversations that led to the Memorandum of Understanding transcribed above, the Government of Cuba declared its position concerning the departure of technicians and young men 15 to 26 years of age residing in Cuba who are required to perform compulsory military service. The Government of Cuba also declared that it would state its position on these points in a separate note. [1]

The Government of the United States declared that it would reply, through the Swiss Embassy, to the note of the Government of Cuba referred to in the paragraph above, and would set forth its own position on these points as it had been expressed during the discussions. In addition, the Government of the United States declared that it would transmit to the Government of Cuba, through the Swiss Embassy, a separate note concerning the position of the Government of the United States on the question of the inclusion in the movement from Cuba of persons imprisoned in Cuba for political offenses as its position had been expressed in the course of the discussions.

The Government of Cuba declared that it would reply to the note of the Government of the United States concerning the inclusion, in the movement to the United States, of persons imprisoned in Cuba for offenses against the Revolution, setting forth its own position on the matter, as it had been expressed in the course of the discussions.

The Embassy has the honor to propose that, if the agreements described in the Memorandum of Understanding set forth above are acceptable to the Ministry of Foreign Relations, this note and the Ministry's reply concurring therein shall constitute acceptance by the Government of the United States and the Government of Cuba of the terms of the Memorandum of Understanding, which will enter into force on the date of the reply.

[1] *Post, pp.* 1057, 1058.

The Embassy of Switzerland avails itself of the opportunity to renew to the Ministry of Foreign Relations the assurance of its highest and most distinguished consideration.

HABANA, *November 6, 1965*

EMIL A. STADELHOFER
Ambassador of Switzerland to Cuba

THE MINISTRY OF FOREIGN RELATIONS,
Habana.

The Cuban Ministry of Foreign Relations to the Swiss Embassy

REPUBLICA DE CUBA
MINISTERIO DE RELACIONES EXTERIORES

EL MINISTERIO DE RELACIONES EXTERIORES saluda muy atentamente a la Embajada de Suiza, representante de los intereses de Estados Unidos de América en Cuba, y tiene el honor de referirse a las conversaciones efectuadas entre el Gobierno de Cuba y la Embajada, respecto al traslado a Estados Unidos de América de cubanos que deseen residir en dicho país.

El Ministerio expone, a continuación, en los idiomas español e inglés, en versiones igualmente auténticas, el texto del Memorandum de Acuerdo aceptado en las mencionadas conversaciones:

[For the English and Spanish language texts see *ante*, pp. 2, 5.]

En el curso de las conversaciones que condujeron al Memorandum de Acuerdo expuesto arriba, el Gobierno de Cuba declaró su posición concerniente a la salida de técnicos y de jóvenes de 15 a 26 años de edad residentes en Cuba que están obligados a cumplir el Servicio Militar Obligatorio. El Gobierno de Cuba también declaró que expondría su posición sobre estos aspectos en una Nota separada.

El Gobierno de los Estados Unidos declaró que respondería, a través de la Embajada de Suiza, a la Nota del Gobierno de Cuba a que se hace referencia en el párrafo anterior y expondría su propia posición en estas cuestiones tal como se había expresado en el curso de las discusiones. Además, el Gobierno de los Estados Unidos declaró que transmitiría al Gobierno de Cuba, a través de la Embajada de Suiza, una Nota separada concerniente a la posición del Gobierno de los Estados Unidos en la cuestión de la inclusión en el traslado de Cuba de personas encarceladas en Cuba por delitos de naturaleza política tal como su posición había sido expresada en el curso de las discusiones.

El Gobierno de Cuba declaró que respondería a la Nota del Gobierno de los Estados Unidos concerniente a la inclusión en el traslado a ese país de personas encarceladas en Cuba por delitos

contra la Revolución, exponiendo su propia posición al respecto, tal como se había expresado en el curso de las discusiones.

El Ministerio expresa su asentimiento al Memorandum de Acuerdo arriba expuesto y declara su conformidad con que este intercambio de Notas constituye una aceptación por parte del Gobierno de Cuba y del Gobierno de Estados Unidos de los términos del precitado Memorandum de Acuerdo, que tendrá efecto a partir de la fecha de la presente.

EL MINISTERIO DE RELACIONES EXTERIORES aprovecha la oportunidad para reiterar a la Embajada de Suiza el testimonio de su más alta y distinguida consideración.

LA HABANA, *6 de noviembre de 1965*

[SEAL] RAÚL ROA
Ministro de Relaciones Exteriores

A LA EMBAJADA DE SUIZA,
La Habana.

Translation

REPUBLIC OF CUBA
MINISTRY OF FOREIGN RELATIONS

The Ministry of Foreign Relations presents its compliments to the Embassy of Switzerland, representing the interests of the United States of America in Cuba, and has the honor to refer to the recent talks between the Government of Cuba and the Embassy regarding the movement to the United States of Cubans desiring to live in that country.

The Ministry sets forth below the English and Spanish texts, both equally authentic, of the Memorandum of Understanding agreed to in the said conversations:

[For the English and Spanish language texts see *ante*, pp. 1046, 1049.]

In the course of the conversations that led to the Memorandum of Understanding transcribed above, the Government of Cuba declared its position concerning the departure of technicians and young men 15 to 26 years of age residing in Cuba who are required to perform compulsory military service. The Government of Cuba also declared that it would state its position on these aspects in a separate note.

The Government of the United States declared that it would reply, through the Swiss Embassy, to the note of the Government of Cuba referred to in the paragraph above, and would set forth its own position on these points as it had been expressed during the discussions. In addition, the Government of the United States declared that it would transmit to the Government of Cuba, through the Swiss Embassy, a separate note concerning the position of the Government of the United States on the question of the inclusion in the movement from Cuba of

persons imprisoned in Cuba for political offenses as its position had been expressed in the course of the discussions.

The Government of Cuba declared that it would reply to the note of the Government of the United States concerning the inclusion, in the movement to the United States, of persons imprisoned in Cuba for offenses against the Revolution, setting forth its own position on the matter, as it had been expressed in the course of the discussions.

The Ministry approves the above-mentioned Memorandum of Understanding and agrees that this exchange of notes constitutes acceptance, by the Government of Cuba and the Government of the United States, of the terms of the above-mentioned Memorandum of Understanding, which will enter into force on the date of this note.

The Ministry of Foreign Relations avails itself of the opportunity to renew to the Embassy of Switzerland the assurance of its highest and most distinguished consideration.

HABANA, *November 6, 1965*

[SEAL] RAÚL ROA
Minister of Foreign Relations

THE EMBASSY OF SWITZERLAND,
Habana.

Related Exchanges of Notes

The Cuban Ministry of Foreign Relations to the Swiss Embassy

REPUBLICA DE CUBA
MINISTERIO DE RELACIONES EXTERIORES

EL MINISTERIO DE RELACIONES EXTERIORES saluda atentamente a la Embajada de Suiza, representante de los intereses de Estados Unidos de América en Cuba y tiene el honor de exponerle lo siguiente:

El Gobierno de Cuba, conforme a lo enunciado en la Nota contentiva del Memorandum de Acuerdo, y a fin de evitar errores interpretativos por parte de o en relación a determinadas personas que en virtud de la función social que desempeñan o por obligaciones que la Ley establece con carácter inexcusable están sujetas a determinadas limitaciones para marcharse del país o no tienen derecho a hacerlo, considera útil ratificar por escrito y también publicar lo que verbalmente expusiera en las conversaciones con esa Embajada que precedieron a dicho acuerdo sobre prioridades, forma y modo en que tendrá lugar la salida de cubanos que deseen reunirse con sus familiares o residir en Estados Unidos, y es que en cada caso de técnico o personal calificado cuya salida del país pueda producir un trastorno grave a determinado servicio social o en la producción, por no contarse de inmediato con quien sustituirlo, el Gobierno de Cuba autorizará la salida del mismo dentro del período en que los viajes tendrán lugar, posponiéndola hasta el instante en que dicha persona pueda ser sustituída en la función que desempeña.

Igualmente, y de conformidad con lo expuesto en la Nota cubana contentiva del Memorandum de Acuerdo, y por las mismas razones señaladas en el párrafo anterior, el Gobierno de Cuba considera conveniente ratificar por este medio y a la vez publicar lo que expuso con toda claridad durante el curso de las negociaciones: que no ostenta el derecho a marcharse del país, y, por lo tanto, no será autorizado a salir ningún ciudadano que de acuerdo con la Ley esté incluído en el primer llamado al Servicio Militar Obligatorio, es decir, entre 17 y 26 años, o el que estará comprendido en los próximos dos años, es decir, el que en la actualidad ha cumplido 15 años de edad.

EL MINISTERIO DE RELACIONES EXTERIORES aprovecha la oportunidad para renovarle a la Embajada de Suiza el testimonio de su más alta y distinguida consideración.

R. R. [SEAL]

LA HABANA, *6 de noviembre de 1965*

A LA EMBAJADA DE SUIZA,
La Habana.

Translation

REPUBLIC OF CUBA
MINISTRY OF FOREIGN RELATIONS

The Ministry of Foreign Relations presents its compliments to the Embassy of Switzerland, representing the interests of the United States in Cuba, and has the honor to inform it as follows:

As stated in the note containing the Memorandum of Understanding, and in order to prevent misunderstandings by or with regard to certain persons who, owing to the function they perform or to obligations made compulsory by law, are subject to certain limitations on leaving Cuba or are not entitled to do so, the Government of Cuba considers it necessary to confirm in writing, and also to make public, what it stated orally in talks with the Embassy before the agreement on priorities and procedures for the departure of Cubans who desire to join their families or reside in the United States, namely, that in each case of a technician or a skilled worker whose departure from the country can produce a serious disturbance in a certain service or in production because there is no one to take his place immediately, the Government of Cuba will authorize the departure of such person during the period when the departures are to take place, but will postpone his departure until such time as the said person can be replaced in the position which he holds.

Also, as stated in the Cuban note containing the Memorandum of Understanding, and for the reasons stated in the above paragraph, the Government of Cuba considers it desirable to confirm by this note, and at the same time to make public, what it stated clearly in the course of the negotiations: that citizens who, under law, are included in the first call-up for compulsory military service, that is to say, are between 17 and 26 years of age, or those who will be included within the next two years, that is, those now 15 years of age, do not have the right to leave Cuba, and therefore will not be authorized to leave.

The Ministry of Foreign Relations avails itself of the opportunity to renew to the Embassy of Switzerland the assurance of its highest and most distinguished consideration.

R.R. [SEAL]

HABANA, *November 6, 1965*

THE EMBASSY OF SWITZERLAND,
Habana.

TIAS 6063

The Swiss Embassy to the Cuban Ministry of Foreign Relations

La Embajada de Suiza saluda muy atentamente al Ministerio de Relaciones Exteriores y, en su calidad de representante de los intereses de los Estados Unidos de América en la República de Cuba, tiene el honor de referirse a la Nota del Ministerio, fechada el 6 de Noviembre de 1965, que expone la posición del Gobierno de Cuba sobre el asunto de la inclusión de determinados técnicos o personal calificado y de varones entre 15 y 26 años de edad, sujetos al Servicio Militar Obligatorio, en el traslado de cubanos que deseen salir de Cuba para vivir en los Estados Unidos.

En el transcurso de las conversaciones que condujeron al Memorandum de Acuerdo del 6 de Noviembre de 1965, la Embajada de Suiza puso en claro que el Gobierno de los Estados Unidos había entendido y esperado que la declaración del Primer Ministro de Cuba, enunciada el 30 de Septiembre de 1965, comprendería a personas en estos grupos que desearan salir de Cuba para vivir en los Estados Unidos. Así, por ejemplo, en esa declaración amplia no hubo sugerencia alguna en el sentido de que se impediría la salida, aunque temporalmente, a los técnicos que desearan trasladarse de Cuba a los Estados Unidos.

El Gobierno de los Estados Unidos lamenta que el Gobierno de Cuba no haya permitido ahora que se incluyan a los jóvenes sujetos al Servicio Militar y a determinados técnicos bajo los términos del Memorandum de Acuerdo. El Gobierno de los Estados Unidos expresa la esperanza de que el Gobierno de Cuba esté dispuesto a reconsiderar esta posición. El Gobierno de los Estados Unidos desearía subrayar la importancia especial que tendría tal reconsideración para permitir la reunión de muchas familias.

Por su parte, el Gobierno de los Estados Unidos reafirma que está dispuesto a conceder la entrada a los Estados Unidos de las personas que son objeto de esta Nota, mediante procedimientos compatibles con los establecidos en el Memorandum de Acuerdo de esta fecha.

La Embajada de Suiza se aprovecha de esta oportunidad para reiterar al Ministerio de Relaciones Exteriores las seguridades de su más alta y distinguida consideración.

LA HABANA, *6 de Noviembre de 1965*

MINISTERIO DE RELACIONES EXTERIORES
La Habana

Translation

The Embassy of Switzerland presents its compliments to the Ministry of Foreign Relations and, in its capacity of representative of the interests of the United States in the Republic of Cuba, has the honor to refer to the Ministry's note, dated November 6, 1965, setting forth the position of the Government of Cuba on the matter of including certain technicians or skilled workers and males between 15 and 26 years of age subject to compulsory military service in the transfer of Cubans desiring to leave Cuba to live in the United States.

During the conversations that led to the Memorandum of Understanding of November 6, 1965, the Embassy of Switzerland made it clear that the Government of the United States had understood and hoped that the statement by the Prime Minister of Cuba on September 30, 1965 would include persons in these groups who want to leave Cuba to live in the United States. Thus, for example, in that broad statement there was no suggestion whatever that technicians desiring to leave Cuba to go to the United States would be prevented from leaving, even temporarily.

The Government of the United States regrets that the Government of Cuba has not now permitted young men subject to compulsory military service and certain technicians to leave under the terms of the Memorandum of Understanding. The Government of the United States expresses the hope that the Government of Cuba is prepared to reconsider this position. The Government of the United States would like to emphasize the special importance such reconsideration would have in permitting many families to be reunited.

For its part, the Government of the United States reaffirms that it is prepared to grant entry into the United States to the persons who are the subject of this note by procedures consistent with those established in the Memorandum of Understanding of today's date.

The Embassy of Switzerland avails itself of this opportunity to renew to the Ministry of Foreign Relations the assurances of its highest and most distinguished consideration.

HABANA, *November 6, 1965*

[SEAL]

THE MINISTRY OF FOREIGN RELATIONS,
Habana.

The Swiss Embassy to the Cuban Ministry of Foreign Relations

La Embajada de Suiza saluda muy atentamente al Ministerio de Relaciones Exteriores y, en su calidad de representante de los intereses de los Estados Unidos de América en la República de Cuba, tiene el honor de llevar al conocimiento del Ministerio el siguiente asunto:

Como puso en claro la Embajada de Suiza durante el transcurso de las conversaciones recientes que tuvieron como resultado el Memorandum de Acuerdo sobre el traslado de personas de Cuba a los Estados Unidos, aceptado por los dos Gobiernos el 6 de Noviembre de 1965, el Gobierno de los Estados Unidos contempla con especial preocupación humanitaria los casos de las personas que están presas en Cuba por delitos de carácter político. El Gobierno de los Estados Unidos ha entendido y esperado que la declaración del Primer Ministro de Cuba, enunciada el 30 de Septiembre de 1965, comprendería personas en este grupo que desearan salir de Cuba para vivir en los Estados Unidos.

El Gobierno de los Estados Unidos lamenta que el Gobierno de Cuba no haya permitido ahora que se incluyan prisioneros políticos bajo los términos del Memorandum de Acuerdo. El Gobierno de los Estados Unidos expresa la esperanza de que el Gobierno de Cuba esté dispuesto a reconsiderar esta posición. El Gobierno de los Estados Unidos desearía subrayar la importancia especial que tendría tal reconsideración para permitir la reunión de muchas familias. Por su parte, el Gobierno de los Estados Unidos reafirma que está dispuesto a conceder la entrada a los Estados Unidos de tales prisioneros políticos mediante procedimientos compatibles con los establecidos en el Memorandum de Acuerdo del 6 de Noviembre de 1965.

La Embajada de Suiza se aprovecha de esta oportunidad para reiterar al Ministerio de Relaciones Exteriores las seguridades de su más alta y distinguida consideración.

LA HABANA, *6 de Noviembre de 1965*

[SEAL]

MINISTERIO DE RELACIONES EXTERIORES
La Habana

Translation

The Embassy of Switzerland presents its compliments to the Ministry of Foreign Relations and, in its capacity of representative of the interests of the United States in the Republic of Cuba, has the honor to inform the Ministry of the following matter:

As the Embassy of Switzerland made clear in the course of the recent conversations that resulted in the Memorandum of Understanding on the movement of persons from Cuba to the United States, accepted by the two Governments on November 6, 1965, the Government of the United States views with special humanitarian concern the cases of those persons who are prisoners in Cuba for political offenses. The Government of the United States understood and hoped that the statement by the Prime Minister of Cuba on September 30, 1965 would include persons in this group who wanted to leave Cuba in order to live in the United States.

The Government of the United States regrets that the Government of Cuba has not now permitted political prisoners to be included under the terms of the Memorandum of Understanding. The Government of the United States expresses the hope that the Government of Cuba is prepared to reconsider this position. The Government of the United States would like to stress the special importance that such a reconsideration would have in permitting many families to be reunited. The Government of the United States, for its part, reaffirms that it is prepared to grant entry into the United States of such political prisoners by procedures consistent with those established in the Memorandum of Understanding of November 6, 1965.

The Embassy of Switzerland avails itself of this opportunity to renew to the Ministry of Foreign Relations the assurances of its highest and most distinguished consideration.

HABANA, *November 6, 1965*

[SEAL]

THE MINISTRY OF FOREIGN RELATIONS,
Habana.

The Cuban Ministry of Foreign Relations to the Swiss Embassy

REPUBLICA DE CUBA
MINISTERIO DE RELACIONES EXTERIORES

EL MINISTERIO DE RELACIONES EXTERIORES saluda atentamente a la Embajada de Suiza, representante de los intereses de Estados Unidos de América en Cuba, y, al acusarle recibo de su Nota fechada el 6 de noviembre, tiene el honor de comunicarle que la posición cubana al respecto es la expresada en su Nota de 12 de octubre del presente año.

EL MINISTERIO DE RELACIONES EXTERIORES aprovecha la oportunidad para reiterar a la Embajada de Suiza el testimonio de su más alta y distinguida consideración.

LA HABANA, *6 de noviembre de 1965*

[SEAL]

A LA EMBAJADA DE SUIZA,
La Habana.

Translation

REPUBLIC OF CUBA
MINISTRY OF FOREIGN RELATIONS

The Ministry of Foreign Relations presents its compliments to the Embassy of Switzerland, representative of United States interests in Cuba, and, acknowledging receipt of its note of November 6, has the honor to inform it that Cuba's position in the matter concerned is that which was expressed in its note of October 12, 1965. [1]

The Ministry of Foreign Affairs avails itself of the opportunity to renew to the Embassy of Switzerland the assurances of its highest and most distinguished consideration.

HABANA, *November 6, 1965.*

[SEAL]

EMBASSY OF SWITZERLAND,
Habana.

[1] Not printed.

MALTA

Maritime Matters: Deployment of USS *Shenandoah* to Malta

Agreement effected by exchange of notes
Signed at Valletta July 26 and August 3, 1966;
Entered into force August 3, 1966.

The American Chargé d'Affaires ad interim to the Maltese Secretary for the Ministry of Commonwealth and Foreign Affairs

P-193

SIR:

I have the honor to refer to the Ministry's note EA 48/66 Vol. II of July 13, 1966[1] approving the Embassy's request for the temporary deployment in Malta of the destroyer tender USS SHENANDOAH (AD-86) from August 30 to October 13, 1966 and propose that this deployment be regulated by the same arrangements as were applied to the stationing of the USS CADMUS, as follows:

The following arrangements will regulate for the purpose of the said deployment, the entry of United States Naval vessels in Malta and the status of members of the United States Force and of other persons connected therewith:

(a) United States Naval vessels may enter the Grand Harbor to serve as repair vessels or to make repairs during the period of approximately August 30 to October 13, 1966, and the Maltese authorities will make the necessary arrangements to that end;

(b) members of the United States Force (hereinafter referred to as the "Force") and their dependants and the contractors of that Force will be allowed freedom of entry to, and egress from, Malta for the purposes of the said deployment, and freedom of movement in Malta. Members and their dependants and contractors of the Force will be exempt from passport and visa requirements and immigration and emigration inspection on entering or leaving Malta and from registration and control as aliens, but will not by reason of their entry into Malta under this paragraph be regarded as acquiring any rights to permanent residence in Malta;

[1] Not printed.

(c) members and their dependants and contractors of the Force will be in possession of identity documents issued by the authorities of the United States (specimens of which will be supplied to the authorities of Malta or a passport showing their status for the purposes of this paragraph, which will produced when production is requested by a Maltese authority authorised to make the request;

(d) no member or dependant of a member, or contractor of the Force will take any employment or excercise a trade or profession or carry on business in Malta, other than an employment, trade, profession or business for which such member or contractor is engaged or is detailed to perform for the purposes of the said deployment;

(e) the authorities of Malta will accept as valid, and without a driving test or fee, driving licences or service driving permits issued by the authorities of the United States to members of the Force for the purpose of driving vehicles of the Force on duty;

(f) the provisions of the Visiting Forces Act, 1966 will have effect with respect to the Force and to members thereof;

(g) the authorities of the United States will pay just and reasonable compensation in settlement of civil claims (other than contractual claims) arising out of acts of omission of members of the Force done in the performance of official duty or out of any other act, omission or occurrence for which the Force is legally responsible. All such claims will be expeditiously processed and settled by the authorities of the United States as enabled by the applicable provisions of the United States law;

(h) subject to procedures to be agreed between the authorities of Malta and the authorities of the United States the Force may import into Malta, without licence or other restriction and free of duty, equipment, provisions, supplies and other goods required by the Force or required for consumption on board any vessel of the Force or for the personal use of the members of the Force; and items imported under this paragraph may freely exported free of duty;

(i) members and their dependants and contractors of the Force may, in accordance with existing regulations, import temporarily free of duty their private motor vehicle; they may also drive vehicles without a Maltese licence in the circumstances in which tourists and other visitors to Malta are permitted to do so;

(j) members and their dependants and contractors of the Force will respect the laws of Malta and the customs and traditions of the people of Malta and abstain from any activity incon-

sistent with the spirit of these arrangements. The authorities of the United States will take the necessary measures to that end.

If the foregoing is acceptable to the Government of Malta, I have the honor to propose that this letter and your letter in reply confirming acceptance will constitute a correct record of the understanding reached between our respective Governments regarding this matter.

Accept, Sir, the assurances of my highest consideration.

JOHN J. CONROY

EMBASSY OF THE UNITED STATES OF AMERICA,
Valletta, July 26, 1966.

Mr. FREDERICK E. AMATO GAUCI
Secretary for the Ministry of Commonwealth and Foreign Affairs,
The Old Chancellery,
Valletta.

The Maltese Acting Secretary for the Ministry of Commonwealth and Foreign Affairs to the American Chargé d'Affaires ad interim

MINISTRY OF COMMONWEALTH
AND FOREIGN AFFAIRS
The Old Chancellery,
Palace Square
Valletta, MALTA.

CFA.1486/66

3 AUGUST, 1966.

SIR,

I have the honour to acknowledge the receipt of your note P-193 of 26th July, 1966, which reads as follows:

"I have the honour to refer to the Ministry's note EA.48/64 Vol. II of July 13, 1966, approving the Embassy's request for the temporary deployment in Malta of the destroyer tender USS SHENANDOAH (AD-86) from August 30 to October 13, 1966 and propose that this deployment be regulated by the same arrangements as were applied to the stationing of the USS CADMUS, as follows:

The following arrangements will regulate for the purpose of the said deployment, the entry of United States Naval vessels in Malta and the status of members of the United States Force and of other persons connected therewith:

(a) United States Naval vessels may enter the Grand Harbor to serve as repair vessels or to make repairs during the period of approximately August 30 to October 13, 1966, and the Maltese authorities will make the necessary arrangements to that end;

(b) members of the United States Force (hereinafter referred to as the "Force") and their dependants and the contractors of that Force will be allowed freedom of entry to, and egress from, Malta for the purposes of the said deployment, and freedom of movement in Malta. Members and their dependants and contractors of the Force will be exempt from passport and visa requirements and immigration and emigration inspection on entering or leaving Malta and from registration and control as aliens, but will not by reason of their entry into Malta under this paragraph be regarded as acquiring any rights to permanent residence in Malta;

(c) members and their dependants and contractors of the Force will be in possession of identity documents issued by the authorities of the United States (specimens of which will be supplied to the authorities of Malta or a passport showing their status for the purposes of this paragraph, which will be produced when production is requested by a Maltese authority authorised to make the request;

(d) no member or dependant of a member, or contractor of the Force will take any employment or exercise a trade or profession or carry on business in Malta, other than an employment, trade, profession or business for which such member or contractor is engaged or is detailed to perform for the purposes of the said deployment;

(e) the authorities of Malta will accept as valid, and without a driving test or fee, driving licences or service driving permits issued by the authorities of the United States to members of the Force for the purpose of driving vehicles of the Force on duty;

(f) the provisions of the Visiting Forces Act, 1966 will have effect with respect to the Force and to members thereof;

(g) the authorities of the United States will pay just and reasonable compensation in settlement of civil claims (other than contractual claims) arising out of acts of omission of members of the Force done in the performance of official duty or out of any other act, omission or occurrence for which the Force is legally responsible. All such claims will be expeditiously processed and settled by the authorities of the United States as enabled by the applicable provisions of the United States law;

(h) subject to procedures to be agreed between the authorities of Malta and the authorities of the United States the Force may import into Malta, without licence or other restriction and free of duty, equipment, provisions, supplies and other goods required by the Force or required for consumption on board

any vessel of the Force or for the personal use of the members of the Force; and items imported under this paragraph may freely exported free of duty;

(i) members and their dependants and contractors of the Force may, in accordance with existing regulations, import temporarily free of duty their private motor vehicle; they may also drive vehicles without a Maltese licence in the circumstances in which tourists and other visitors to Malta are permitted to do so;

(j) members and their dependants and contractors of the Force will respect the laws of Malta and the customs and traditions of the people of Malta and abstain from any activity inconsistent with the spirit of these arrangements. The authorities of the United States will take the necessary measures to that end.

If the foregoing is acceptable to the Government of Malta, I have the honour to propose that this letter and your letter in reply confirming acceptance will constitute a correct record of the understanding reached between our respective Governments regarding this matter.

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

I have the honour to inform you that the foregoing is acceptable to the Government of Malta and that your note as quoted above and this note in reply will constitute a correct record of the understanding reached between our respective Governments regarding this matter.

Accept, Sir, the assurances of my highest consideration.

PH. PULLICINO

(Ph. Pullicino)
Acting Secretary

J.J. CONROY, Esq.,
Chargé d'Affaires ad interim,
Embassy of the United States of America,
Sliema.

MULTILATERAL

General Agreement on Tariffs and Trade

Protocol for the accession of Switzerland to the agreement of October 30, 1947.
Done at Geneva April 1, 1966;
Entered into force with respect to the United States of America and Switzerland August 1, 1966.

THE CONTRACTING PARTIES TO THE
GENERAL AGREEMENT ON TARIFFS AND TRADE

LES PARTIES CONTRACTANTES A L'ACCORD GENERAL
SUR LES TARIFS DOUANIERS ET LE COMMERCE

PROTOCOL FOR THE ACCESSION OF SWITZERLAND TO THE GENERAL AGREEMENT ON TARIFFS AND TRADE

PROTOCOLE D'ACCESSION DE LA SUISSE A L'ACCORD GENERAL SUR LES TARIFS DOUANIERS ET LE COMMERCE

---

1 April 1966
Geneva

TIAS 6065

PROTOCOL FOR THE ACCESSION OF SWITZERLAND
TO THE GENERAL AGREEMENT ON TARIFFS AND TRADE

The governments which are contracting parties to the General Agreement on Tariffs and Trade [1] (hereinafter referred to as "contracting parties" and "the General Agreement", respectively), the European Economic Community and the Government of the Swiss Confederation (hereinafter referred to as "Switzerland"),

HAVING regard to the results of the negotiations directed towards the accession of Switzerland to the General Agreement which are embodied in the Declaration of 22 November 1958 providing for Switzerland's provisional accession to the General Agreement, [2]

CONSIDERING that Switzerland has played and is playing an active and positive rôle in trade negotiations under the aegis of the CONTRACTING PARTIES,

CONSIDERING that Switzerland has accepted the principle agreed to in the Resolution adopted at the GATT Ministerial meeting on 21 May 1963 which states "that, in view of the importance of agriculture in world trade, the trade negotiations shall provide for acceptable conditions of access to world markets for agricultural products", and that Switzerland has also accepted the procedures, set out in Section B3 of the said Resolution, to give effect to this principle,

CONSIDERING that Switzerland is prepared, in case the current trade negotiations do not lead to agreements of the kind envisaged by Ministers in their Resolution of 21 May 1963, to consider the then existing situation with the CONTRACTING PARTIES, with a view to ascertaining that, notwithstanding the reservations mentioned in paragraph 4 below, Switzerland provides for "acceptable conditions of access ..... for agricultural products", as stated in the Ministerial Resolution of 21 May 1963,

CONSIDERING that since its provisional accession Switzerland has provided a steadily expanding market for exports of agricultural products from contracting parties, as is evidenced by the steady growth of imports of such products,

CONSIDERING that since its provisional accession Switzerland has played an active and positive part in the work of the CONTRACTING PARTIES,

HAVE through their representatives agreed as follows:

[1] TIAS 1700; 61 Stat., pts. 5 and 6.
[2] TIAS 4461; 11 UST 745.

Part I - General

1. Switzerland shall, upon entry into force of this Protocol pursuant to paragraph 12, become a contracting party to the General Agreement, as defined in Article XXXII thereof, and shall apply provisionally and subject to this Protocol:

(a) Parts I and III of the General Agreement, and

(b) Part II of the General Agreement to the fullest extent not inconsistent with its legislation existing on 22 November 1958.

The obligations incorporated in paragraph 1 of Article I by reference to Article III and those incorporated in paragraph 2(b) of Article II by reference to Article VI of the General Agreement shall be considered as falling within Part II for the purpose of this paragraph.

2. (a) The provisions of the General Agreement to be applied by Switzerland shall, except as otherwise provided in this Protocol, be the provisions contained in the text annexed to the Final Act of the second session of the Preparatory Committee of the United Nations Conference on Trade and Employment [1] as rectified, amended, or otherwise modified

(i) by such instruments as may have become at least partially effective on the day on which Switzerland becomes a contracting party provided this does not mean that Switzerland undertakes to apply a provision of any such instrument prior to the effectiveness of such provision pursuant to the terms of the instrument; and

(ii) by the provisions of any protocol rectifying or modifying existing Schedules to the General Agreement or by any other action affecting such Schedules, taken pursuant to a specific provision of the General Agreement or to procedures established by the CONTRACTING PARTIES, which may be effective on the day on which Switzerland becomes a contracting party.

(b) In each case in which paragraph 6 of Article V, sub-paragraph 4(d) of Article VII, and sub-paragraph 3(c) of Article X of the General Agreement refer to the date of that Agreement, the applicable date in respect of Switzerland shall be 22 November 1958.

3. For the purposes of the territorial application of this Protocol the customs territory of Switzerland shall be deemed to include the territory of the Principality of Liechtenstein as long as a customs union treaty with Switzerland is in force. [2]

[1] TIAS 1700; 61 Stat. (pt. 5) A5.

[2] *League of Nations Treaty Series*, vol. 21, p. 231.

4. Switzerland reserves its position with regard to the application of the provisions of Article XI of the General Agreement to the extent necessary to permit it to apply import restrictions pursuant to Title II of the Federal Law of 3 October 1951 as well as pursuant to Article 11 of the Federal Decree of 28 September 1956/28 September 1962 and to the Swiss legislation concerning alcohol and wheat based on Articles 32 bis and 23 bis of the Federal Constitution. In applying, under these laws, measures which are not covered by paragraph 1(b) above, Switzerland shall, so far as is consistent with the implementation of these laws, observe to the fullest possible extent the appropriate provisions of the General Agreement, and in particular shall endeavour to ensure that they are applied in such a manner as to cause minimum harm to the interests of contracting parties, and, consistently with Article XIII of the General Agreement, shall apply all restrictions imposed under these laws in accordance with the principle of non-discrimination. Switzerland shall furnish annually to the CONTRACTING PARTIES a report on the measures maintained consistently with this reservation, and upon request of the CONTRACTING PARTIES enter into consultation with them regarding such measures. Furthermore, the CONTRACTING PARTIES shall conduct a thorough review of the application of the provisions of this paragraph every three years.

5. Switzerland also reserves its position with respect to the provisions of paragraph 6 of Article XV of the General Agreement, but undertakes that, so long as Switzerland is not a member of the International Monetary Fund, it will act in exchange matters in accordance with the intent of the General Agreement and in a manner fully consistent with the principles of the special exchange agreement as adopted by the CONTRACTING PARTIES in their Resolution of 20 June 1949 (BISD, Volume II, pages 17 and 117), and confirms the explicit undertakings set out in its declaration at the meeting of the eleventh session of the CONTRACTING PARTIES on 17 November 1956 (cf. document L/593). Switzerland shall report to the CONTRACTING PARTIES promptly on any action taken by it which would have been required to be reported to the CONTRACTING PARTIES had Switzerland signed the special exchange agreement as adopted by the CONTRACTING PARTIES in their Resolution of 20 June 1949. Switzerland shall consult with the CONTRACTING PARTIES at any time, subject to thirty days' notice, upon the request of any contracting party which considers that Switzerland has taken exchange action which may have a significant effect on the application of the provisions of the General Agreement or is inconsistent with the principles and objectives of the special exchange agreement. If, as a result of such a consultation, the CONTRACTING PARTIES find that Switzerland has taken exchange action contrary to the intent of the General Agreement, they may determine that the present reservation shall cease to apply and Switzerland shall thereafter be bound by the provisions of paragraph 6 of Article XV of the General Agreement.

6. Switzerland shall enter into consultations pursuant to Articles XXII and XXIII of the General Agreement upon request of any contracting party regarding the reservations mentioned in paragraphs 4 and 5 above with a view to arriving at a mutually satisfactory settlement of any problems arising therefrom.

Part II - Schedules

7. The schedules referred to in Annex A shall, upon entry into force of this Protocol, become Schedules to the General Agreement relating to Switzerland.

8. The schedules referred to in Annex B relating to any contracting party or the European Economic Community shall become Schedules to the General Agreement relating to that contracting party or the European Economic Community on the thirtieth day following the day upon which this Protocol is signed by that contracting party or the European Economic Community; provided that the date on which such schedules become Schedules to the General Agreement shall not be earlier than the date of entry into force of this Protocol. [1]

9. (a) In each case in which paragraph 1 of Article II of the General Agreement refers to the date of that Agreement the applicable date in respect of each product which is the subject of a concession provided for in a schedule referred to in Annex A or B shall be the date of the instrument containing such schedule.

(b) For the purpose of the reference in paragraph 6(a) of Article II of the General Agreement to the date of that Agreement, the applicable date in respect of a schedule referred to in Annex A or B shall be the date of the instrument containing such schedule.

10. Switzerland shall be free at any time to withdraw in whole or in part any concession provided for in a schedule referred to in Annex A to this Protocol, which it determines to have been initially negotiated with a contracting party or the European Economic Community, the schedules of which, referred to in Annex B to this Protocol, have not become Schedules to the General Agreement: provided that:

(a) written notice of intention to make any such withdrawal of a concession shall be given to the CONTRACTING PARTIES at least thirty days before the date of such intended withdrawal;

(b) consultations shall be held, upon request, with any contracting party or the European Economic Community, the relevant schedules relating to which have become Schedules to the General Agreement and which has a substantial interest in the product involved; and

[1] Aug. 1, 1966, with respect to the United States schedule.

(c) any concession so withdrawn shall be applied on and after the day on which the schedules of the contracting party or the European Economic Community, with which such concession was initially negotiated, become Schedules to the General Agreement.

Part III - Final Provisions

11. This Protocol shall be deposited with the Director-General to the CONTRACTING PARTIES. It shall be open for signature by Switzerland until 31 December 1966, by contracting parties and by the European Economic Community.

12. This Protocol shall enter into force on the thirtieth day following the day upon which it is signed by Switzerland. [1]

13. Signature of this Protocol by Switzerland shall constitute re-affirmation of its acceptance of the Protocol Amending the General Agreement to Introduce a Part IV on Trade and Development and final action to become a party to any instrument providing for the rectification, amendment or other modification of the General Agreement which has been drawn up by the CONTRACTING PARTIES and opened for acceptance but which has not become effective at the time this Protocol is signed by Switzerland.

14. Switzerland, having become a contracting party to the General Agreement pursuant to paragraph 1 of this Protocol, may accede to the General Agreement upon the applicable terms of this Protocol by deposit of an instrument of accession with the Director-General. Such accession shall take effect on the day on which the General Agreement enters into force pursuant to Article XXVI or on the thirtieth day following the day of the deposit of the instrument of accession, whichever is the later. Accession to the General Agreement pursuant to this paragraph shall, for the purposes of paragraph 2 of Article XXXII of that Agreement be regarded as acceptance of the Agreement pursuant to paragraph 4 of Article XXVI thereof.

15. Switzerland may withdraw its provisional application of the General Agreement prior to its accession thereto pursuant to paragraph 14 and such withdrawal shall take effect on the sixtieth day following the day on which written notice thereof is received by the Director-General.

16. The Director-General shall promptly furnish a certified copy of this Protocol and a notification of each signature thereto pursuant to paragraph 11 to each contracting party, to the European Economic Community, to Switzerland, to each government which shall have acceded provisionally to the General Agreement, and to each government with respect to which an instrument establishing special relations with the CONTRACTING PARTIES to the General Agreement shall have entered into force.

[1] Aug. 1, 1966.

This Protocol shall be registered in accordance with the provisions of Article 102 of the Charter of the United Nations. [1]

Done at Geneva this first day of April one thousand nine hundred and sixty-six in a single copy in the English and French languages, both texts being authentic except as otherwise specified with respect to schedules contained in the instruments referred to in Annexes A and B.

[1] TS 993; 59 Stat. 1052.

ANNEX A

Instruments Containing Schedules Relating to Switzerland

Declaration on the Provisional Accession of the Swiss Confederation (22 November 1958) [1]

Procès-Verbal Containing Schedules to be annexed to the Declaration on the Provisional Accession of the Swiss Confederation (13 November 1959) [2]

Protocol Embodying Results of the 1960/61 Tariff Conference (16 July 1962) [3]

Protocol for the Accession of Spain (1 July 1963) [4]

ANNEX B

Instruments Containing Schedules Relating to Contracting Parties and the European Economic Community

Declaration on the Provisional Accession of the Swiss Confederation (22 November 1958) (Schedules relating to Austria, Benelux, Canada, Denmark, Finland, France, Federal Republic of Germany, Italy, Norway, Sweden, United Kingdom) [1]

Procès-Verbal Containing Schedules to be annexed to the Declaration on the Provisional Accession of the Swiss Confederation (13 November 1959) (Schedule relating to Japan) [2]

Protocol Embodying Results of the 1960/61 Tariff Conference (16 July 1962) (Schedules relating to United States and the European Economic Community) [3]

Protocol Supplementary to the Protocol Embodying Results of the 1960/61 Tariff Conference (6 May 1963) (Schedule relating to the European Economic Community)

Protocol for the Accession of Spain (1 July 1963) (Schedule relating to Spain) [4]

Certification of the CONTRACTING PARTIES relating to Rectification and Modification of Schedules to the General Agreement (15 January 1963) (Schedule relating to Japan)

Second Certification of the CONTRACTING PARTIES relating to Rectification and Modification of Schedules to the General Agreement (29 April 1964) (Schedule relating to Finland)

[1] TIAS 4461; 11 UST 745.
[2] TIAS 4462; 11 UST 1299.
[3] TIAS 5253; 13 UST 2885.
[4] TIAS 5749; 15 UST 2571.

PROTOCOLE D'ACCESSION DE LA SUISSE A L'ACCORD GENERAL SUR LES TARIFS DOUANIERS ET LE COMMERCE

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), la Communauté économique européenne et le gouvernement de la Confédération suisse (dénommé ci-après "la Suisse"),

EU EGARD aux résultats des négociations menées en vue de l'accession de la Suisse à l'Accord général, qui sont repris dans la Déclaration du 22 novembre 1958 relative à l'accession provisoire de la Suisse à l'Accord général,

CONSIDERANT que la Suisse a joué et continue de jouer un rôle actif et positif dans les négociations commerciales menées sous le couvert des PARTIES CONTRACTANTES,

CONSIDERANT que la Suisse a accepté le principe convenu dans la Résolution adoptée à la réunion ministérielle du GATT le 21 mai 1963, aux termes duquel "étant donné l'importance de l'agriculture dans le commerce mondial, les négociations commerciales devront créer des conditions acceptables d'accès aux marchés mondiaux pour les produits agricoles", et que la Suisse a également accepté les procédures énoncées à la Section B, paragraphe 3, de ladite Résolution pour donner effet à ce principe,

CONSIDERANT que la Suisse est disposée, pour le cas où les négociations commerciales en cours ne conduiraient pas à des accords du genre envisagé par les ministres dans leur Résolution du 21 mai 1963, à examiner avec les PARTIES CONTRACTANTES la situation existant alors en vue de vérifier que, nonobstant la réserve mentionnée au paragraphe 4 ci-après, la Suisse assure "des conditions acceptables d'accès ... pour les produits agricoles", ainsi qu'il est indiqué dans la Résolution ministérielle du 21 mai 1963,

CONSIDERANT que, depuis son accession provisoire, la Suisse constitue un marché en expansion constante pour les exportations de produits agricoles des parties contractantes, ainsi qu'en témoigne la croissance régulière des importations de ces produits,

CONSIDERANT que, depuis son accession provisoire, la Suisse a pris une part active et positive aux travaux des PARTIES CONTRACTANTES,

SONT CONVENUS, par l'intermédiaire de leurs représentants, des dispositions suivantes:

Première Partie - Dispositions générales

1. A compter du jour où le présent Protocole entrera en vigueur conformément au paragraphe 12 ci-après, la Suisse sera partie contractante à l'Accord général au sens de l'article XXXII dudit Accord et appliquera, à titre provisoire et sous réserve des dispositions du présent Protocole:

a) les Parties I et III de l'Accord général;

b) la Partie II de l'Accord général dans toute la mesure compatible avec sa législation existant à la date du 22 novembre 1958.

Les obligations stipulées au paragraphe 1 de l'article premier par référence à l'article III et celles qui sont stipulées au paragraphe 2 b) de l'article II par référence à l'article VI de l'Accord général seront considérées, aux fins du présent paragraphe, comme relevant de la Partie II de l'Accord général.

2. a) Les dispositions de l'Accord général qui devront être appliquées par la Suisse seront, sauf disposition contraire du présent Protocole, celles qui figurent dans le texte annexé à l'Acte final de la deuxième session de la Commission préparatoire de la Conférence des Nations Unies sur le commerce et l'emploi, telles que ces dispositions auront été rectifiées, amendées ou autrement modifiées

i) par des instruments qui seront devenus effectifs au moins en partie au jour où la Suisse deviendra partie contractante; toutefois, cette précision ne signifie pas que la Suisse s'engage à appliquer une disposition figurant dans un tel instrument avant qu'elle soit devenue effective conformément aux clauses de l'instrument en question;

ii) par les dispositions de tout protocole portant rectification ou modification de listes existantes annexées à l'Accord général ou par toute autre mesure affectant ces listes, prise conformément à une disposition spécifique de l'Accord général ou à des procédures établies par les PARTIES CONTRACTANTES, qui seraient effectifs à la date où la Suisse deviendra partie contractante.

b) Dans chaque cas où le paragraphe 6 de l'article V, l'alinéa d) du paragraphe 4 de l'article VII et l'alinéa c) du paragraphe 3 de l'article X de l'Accord général se réfèrent à la date dudit Accord, la date applicable en ce qui concerne la Suisse sera le 22 novembre 1958.

3. Aux fins de l'application territoriale du présent Protocole, le territoire douanier de la Suisse sera considéré comme comprenant le territoire de la Principauté de Liechtenstein, aussi longtemps qu'un traité d'union douanière entre ce territoire et la Suisse sera en vigueur.

4. La Suisse réserve sa position en ce qui concerne l'application des dispositions de l'article XI de l'Accord général dans la mesure nécessaire pour lui permettre d'appliquer des restrictions à l'importation conformément au Titre II de la Loi fédérale du 3 octobre 1951 ainsi qu'à l'article 11 de l'Arrêté fédéral du 28 septembre 1956/28 septembre 1962 et à sa législation concernant l'alcool et le blé qui se fonde sur les articles 32 bis et 23 bis de la Constitution fédérale. En appliquant, conformément à ces lois, des dispositions qui ne seraient pas visées par le paragraphe 1 b) ci-dessus, la Suisse devra, dans la mesure compatible avec la mise en oeuvre de ces lois, se conformer aussi étroitement que possible aux clauses appropriées de l'Accord général et, en particulier, devra s'efforcer de veiller à ce que la mise en oeuvre des dispositions en question lèse le moins possible les intérêts des parties contractantes et, conformément à l'article XIII de l'Accord général, elle devra respecter le principe de non-discrimination dans l'application de toute restriction instituée en vertu des lois susvisées. La Suisse fera rapport chaque année aux PARTIES CONTRACTANTES sur les mesures appliquées par elle en vertu de cette réserve et, à la demande des PARTIES CONTRACTANTES, entrera en consultation avec celles-ci au sujet desdites mesures. En outre, les PARTIES CONTRACTANTES entreprendront tous les trois ans un examen approfondi de l'application des dispositions du présent paragraphe.

5. La Suisse réserve également sa position en ce qui concerne les dispositions du paragraphe 6 de l'article XV de l'Accord général mais s'engage, aussi longtemps qu'elle ne sera pas membre du Fonds monétaire international, à agir en matière de change conformément à l'esprit de l'Accord général et d'une manière entièrement compatible avec les principes de l'accord spécial de change adopté par les PARTIES CONTRACTANTES dans leur Résolution du 20 juin 1949 (IBDD, vol.II, pp.18 et 127) et confirme les engagements exprès énoncés dans la déclaration qu'elle a présentée à la séance du 17 novembre 1956 de la onzième session des PARTIES CONTRACTANTES (cf. document L/593). La Suisse fera rapport sans retard aux PARTIES CONTRACTANTES sur toute mesure prise par elle qui aurait dû faire l'objet d'un rapport aux PARTIES CONTRACTANTES si la Suisse avait signé l'accord spécial de change adopté par les PARTIES CONTRACTANTES dans leur Résolution du 20 juin 1949. La Suisse devra, moyennant un préavis de trente jours, procéder à des consultations avec les PARTIES CONTRACTANTES, à quelque moment que ce soit, à la demande de toute partie contractante qui estimerait que la Suisse a pris, en matière de change, des mesures qui peuvent

avoir un effet significatif sur l'application des dispositions de l'Accord général ou qui sont incompatibles avec les principes et objectifs de l'accord spécial de change. Si, par suite de ces consultations, les PARTIES CONTRACTANTES constatent que la Suisse a pris en matière de change des mesures contraires à l'esprit de l'Accord général, elles pourront décider que la présente réserve cesse de s'appliquer et, par la suite, la Suisse sera liée par les dispositions du paragraphe 6 de l'article XV de l'Accord général.

6. La Suisse devra entrer en consultations conformément aux articles XXII et XXIII de l'Accord général, à la demande de toute partie contractante, au sujet des réserves mentionnées aux paragraphes 4 et 5 ci-dessus, en vue d'arriver à un règlement mutuellement satisfaisant de tout problème qui résulterait de ces réserves.

Deuxième Partie - Listes

7. Les listes visées à l'annexe A deviendront Listes annexées à l'Accord général relatives à la Suisse dès l'entrée en vigueur du présent Protocole.

8. Toute liste visée à l'annexe B, relative à une partie contractante ou à la Communauté économique européenne, deviendra Liste annexée à l'Accord général, relative à cette partie contractante ou à la Communauté économique européenne, le trentième jour qui suivra celui où le présent Protocole aura été signé par cette partie contractante ou par la Communauté économique européenne; toutefois, la date à laquelle la liste deviendra Liste annexée à l'Accord général ne pourra être antérieure à la date d'entrée en vigueur du présent Protocole.

9. a) Dans chaque cas où le paragraphe 1 de l'article II de l'Accord général se réfère à la date dudit Accord, la date applicable pour chaque produit qui fait l'objet d'une concession reprise dans une liste mentionnée à l'annexe A ou à l'annexe B, sera la date de l'instrument reprenant cette liste.

b) Aux fins de la référence qui est faite à la date de l'Accord général au paragraphe 6 a) de l'article II dudit Accord, la date applicable à l'égard de toute liste mentionnée à l'annexe A ou à l'annexe B sera la date de l'instrument reprenant cette liste.

10. La Suisse aura à tout moment la faculté de retirer, en totalité ou en partie, toute concession reprise dans une liste mentionnée à l'annexe A du présent Protocole, motif pris que cette concession aurait été négociée

primitivement avec une partie contractante ou la Communauté économique européenne dont la liste mentionnée à l'annexe B du présent Protocole ne serait pas devenue Liste annexée à l'Accord général. Toutefois:

a) toute intention de retirer une concession à ce titre devra être notifiée par écrit aux PARTIES CONTRACTANTES trente jours au moins avant la date du retrait projeté;

b) il sera procédé, sur demande, à des consultations avec toute partie contractante ou la Communauté économique européenne dont la liste sera devenue Liste annexée à l'Accord général et qui aurait un intérêt substantiel au commerce du produit en question;

c) toute concession ainsi retirée sera appliquée à compter du jour où la liste de la partie contractante ou de la Communauté économique européenne avec qui cette concession aura été négociée primitivement deviendra Liste annexée à l'Accord général.

Troisième Partie - Dispositions finales

11. Le présent Protocole sera déposé auprès du Directeur général des PARTIES CONTRACTANTES. Il sera ouvert à la signature de la Suisse, jusqu'au 31 décembre 1966, des parties contractantes et de la Communauté économique européenne.

12. Le présent Protocole entrera en vigueur le trentième jour qui suivra celui où il aura été signé par la Suisse.

13. La signature du présent Protocole par la Suisse vaudra réaffirmation de l'acceptation par la Suisse du Protocole modifiant l'Accord général par l'insertion d'une Partie IV relative au commerce et au développement et constituera la mesure finale nécessaire pour que la Suisse devienne partie à tout instrument portant rectification, amendement ou autre modification de l'Accord général qui aurait été établi par les PARTIES CONTRACTANTES et ouvert à l'acceptation mais qui ne serait pas devenu effectif à la date où le présent Protocole sera signé par la Suisse.

14. La Suisse, étant devenue partie contractante à l'Accord général, conformément au paragraphe 1 du présent Protocole, pourra accéder audit Accord conformément aux clauses applicables du présent Protocole, en déposant un instrument d'accession auprès du Directeur général. Cette accession prendra effet le jour où l'Accord général entrera en vigueur en application de l'article XXVI ou le trentième jour qui suivra celui du dépôt de l'instrument d'accession si cette date est postérieure à la première. L'accession à l'Accord général conformément au présent paragraphe sera considérée, aux fins de l'application du paragraphe 2 de l'article XXXII dudit Accord, comme une acceptation de l'Accord conformément au paragraphe 4 de l'article XXVI dudit Accord.

15. La Suisse aura la faculté de cesser d'appliquer l'Accord général à titre provisoire avant son accession audit Accord conformément au paragraphe 14, et cette dénonciation prendra effet le soixantième jour qui suivra celui où le Directeur général en aura reçu notification par écrit.

16. Le Directeur général délivrera sans retard copie certifiée conforme du présent Protocole et donnera notification de chaque signature dudit Protocole conformément au paragraphe 11, à chaque partie contractante, à la Communauté économique européenne, à la Suisse et à chaque gouvernement qui aura accédé provisoirement à l'Accord général, ainsi qu'à chaque gouvernement à l'égard duquel un instrument instituant des relations spéciales avec les PARTIES CONTRACTANTES à l'Accord général sera entré en vigueur.

Le présent Protocole sera enregistré conformément aux dispositions de l'article 102 de la Charte des Nations Unies.

Fait à Genève, le premier avril mil neuf cent soixante-six, en un seul exemplaire, en langues française et anglaise, les deux textes faisant également foi, sauf indication du contraire en ce qui concerne les listes reprises dans les instruments mentionnés aux annexes A et B.

ANNEXE A

Instruments contenant des listes relatives à la Suisse

Déclaration concernant l'accession provisoire de la Confédération suisse (22 novembre 1958)

Procès-verbal relatif aux listes à annexer à la Déclaration concernant l'accession provisoire de la Confédération suisse (13 novembre 1959)

Protocole reprenant les résultats de la Conférence tarifaire de 1960/61 (16 juillet 1962)

Protocole d'accession de l'Espagne (1er juillet 1963)

ANNEXE B

Instruments contenant des listes relatives à des parties contractantes et à la Communauté économique européenne

Déclaration concernant l'accession provisoire de la Confédération suisse (22 novembre 1958) (Listes relatives à l'Autriche, au Benelux, au Canada, au Danemark, à la Finlande, à la France, à la République fédérale d'Allemagne, à l'Italie, à la Norvège, à la Suède et au Royaume-Uni)

Procès-verbal relatif aux listes à annexer à la Déclaration concernant l'accession provisoire de la Confédération suisse (13 novembre 1959) (Liste relative au Japon)

Protocole reprenant les résultats de la Conférence tarifaire de 1960/61 (16 juillet 1962) (Listes relatives aux Etats-Unis et à la Communauté économique européenne)

Protocole additionnel au Protocole reprenant les résultats de la Conférence tarifaire de 1960/61 (6 mai 1963) (Liste relative à la Communauté économique européenne)

Protocole d'accession de l'Espagne (1er juillet 1963) (Liste relative à l'Espagne)

Déclaration des PARTIES CONTRACTANTES concernant la rectification et la modification des Listes annexées à l'Accord général (15 janvier 1963) (Liste relative au Japon)

Deuxième Déclaration des PARTIES CONTRACTANTES concernant la rectification et la modification des Listes annexées à l'Accord général (29 avril 1964) (Liste relative à la Finlande)

For the Commonwealth of Australia: *Pour le Commonwealth d'Australie:*

For the Republic of Austria: *Pour la République d'Autriche:*
[Signed, subject to ratification, May 5, 1966.]

For the Kingdom of Belgium: *Pour le Royaume de Belgique:*

For the United States of Brazil: *Pour les Etats-Unis du Brésil:*
[Signed June 30, 1966.]

For the Union of Burma: *Pour l'Union birmane:*

For the Kingdom of Burundi: *Pour le Royaume du Burundi:*

For the Federal Republic of Cameroon: *Pour la République fédérale du Cameroun:*

For Canada: *Pour le Canada:*

For the Central African Republic: *Pour la République centrafricaine:*

For Ceylon: *Pour Ceylan:*

For the Republic of Chad: *Pour la République du Tchad:*

For the Republic of Chile: *Pour la République du Chili:*

For the Republic of the Congo: (Brazzaville): *Pour la République du Congo: (Brazzaville):*

For the Republic of Cuba: *Pour la République de Cuba:*

For the Republic of Cyprus: *Pour la République de Chypre:*

For the Czechoslovak Socialist Republic: *Pour la République socialiste tchécoslovaque:*

For the Republic of Dahomey: *Pour la République du Dahomey:*

For the Kingdom of Denmark: *Pour le Royaume du Danemark:*
[Signed July 8, 1966.]

For the Dominican Republic: *Pour la République dominicaine:*

For the Republic of Finland: *Pour la République de Finlande:*

For the French Republic: *Pour la République française:*
[Signed June 28, 1966.]

For the Republic of Gabon: *Pour la République gabonaise:*

For the Gambia: *Pour la Gambie:*

For the Federal Republic of Germany: *Pour la République fédérale d'Allemagne:*

For the Republic of Ghana:	*Pour la République du Ghana:*
For the Kingdom of Greece:	*Pour le Royaume de Grèce:*
For the Republic of Haiti:	*Pour la République d'Haïti:*
For the Republic of India:	*Pour la République de l'Inde:*
For the Republic of Indonesia:	*Pour la République d'Indonésie:*
For the State of Israel:	*Pour l'Etat d'Israël:*
For the Republic of Italy:	*Pour la République italienne:*
For the Republic of the Ivory Coast:	*Pour la République de Côte-d'Ivoire:*
For Jamaica:	*Pour la Jamaïque:*
For Japan:	*Pour le Japon:*
For the Republic of Kenya:	*Pour la République du Kenya:*
For the State of Kuwait:	*Pour l'Etat de Koweït:*
For the Grand-Duchy of Luxemburg:	*Pour le Grand-Duché de Luxembourg:*
For the Malagasy Republic:	*Pour la République malgache:*
For Malawi:	*Pour le Malawi:*
For Malaysia:	*Pour la Malaisie:*
For Malta:	*Pour Malte:*
For the Islamic Republic of Mauritania:	*Pour la République islamique de Mauritanie:*
For the Kingdom of the Netherlands:	*Pour le Royaume des Pays-Bas:*
For New Zealand:	*Pour la Nouvelle-Zélande:*
For the Republic of Nicaragua:	*Pour la République du Nicaragua:*
For the Republic of the Niger:	*Pour la République du Niger:*

For the Federal Republic of Nigeria:

Pour la République fédérale de Nigéria:

For the Kingdom of Norway:

Pour le Royaume de Norvège:

For Pakistan:

Pour le Pakistan:

For the Republic of Peru:

Pour la République du Pérou:

[Signed May 9, 1966.]

For the Portuguese Republic:

Pour la République portugaise:

For Rhodesia:

Pour la Rhodésie:

For the Republic of Rwanda:

Pour la République rwandaise:

For the Republic of Senegal:

Pour la République du Sénégal:

For Sierra Leone:

Pour le Sierra Leone:

For the Republic of South Africa:

Pour la République sud-africaine:

For the Spanish State:

Pour l'Etat espagnol:

For the Kingdom of Sweden:

Pour le Royaume de Suède:

[Signed June 6, 1966.]

For the United Republic of Tanzania:

Pour la République-Unie de Tanzanie:

For the Togolese Republic:

Pour la République togolaise:

For Trinidad and Tobago:

Pour la Trinité et Tobago:

For the Republic of Turkey:

Pour la République turque:

For Uganda:

Pour l'Ouganda:

For the United Kingdom of Great Britain and Northern Ireland:

Pour le Royaume-Uni de Grande-Bretagne et d'Irlande du Nord:

For the United States of America:

Pour les Etats-Unis d'Amérique:

[Signed May 4, 1966.]

For the Republic of the Upper Volta:

Pour la République de Haute-Volta:

For the Eastern Republic of Uruguay:

Pour la République orientale de l'Uruguay:

For the Swiss Confederation:

Pour la Confédération suisse:

[Signed, subject to ratification, May 4, 1966; ratification deposited July 2, 1966.]

[*For the European Economic Community:*

Signed July 8, 1966.]

TIAS 6065

I hereby certify that the foregoing text is a true copy of the Protocol for the Accession of Switzerland to the General Agreement on Tariffs and Trade, done at Geneva on 1st April 1966, the original of which is deposited with the Director-General of the CONTRACTING PARTIES to the General Agreement on Tariffs and Trade.

Je certifie que le texte qui précède est la copie conforme du Protocole d'accession de la Suisse à l'Accord général sur les tarifs douaniers et le commerce, établi à Genève le 1er avril 1966, dont le texte original est déposé auprès du Directeur général des PARTIES CONTRACTANTES à l'Accord général sur les tarifs douaniers et le commerce.

E. WYNDHAM WHITE

Director-General
Geneva

Directeur général
Genève

TIAS 6065

AUSTRIA

Air Transport Services

Agreement signed at Vienna June 23, 1966;
Entered into force July 23, 1966.

AIR TRANSPORT AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE AUSTRIAN FEDERAL GOVERNMENT

The Government of the United States of America and the Austrian Federal Government,

Desiring to conclude an agreement for the purpose of promoting air communications between their respective territories,

Have accordingly appointed authorized representatives for this purpose, who have agreed as follows:

ARTICLE 1

Each Contracting Party grants to the other Contracting Party rights necessary for the conduct of air services by the designated airlines, as follows: the rights of transit, of stops for non-traffic purposes, and of taking on and discharging international traffic in passengers, cargo, and mail, separately or in combination, at the points in its territory named on each of the routes specified in the appropriate paragraph of the Schedule of this Agreement.

ARTICLE 2

Air service on a route specified in the Schedule of this Agreement may be inaugurated by an airline or airlines of one Contracting Party at any time after that Contracting Party has designated such airline or airlines for that route and the other Contracting Party has given the appropriate necessary permission. Subject to the provisions of Article 3, such other Contracting Party shall give this permission with a minimum of procedural delay, provided that the designated airline or airlines may be required to qualify before the competent aeronautical authorities of that Contracting Party, under the laws and regulations normally applied by these authorities, before being permitted to engage in the operations contemplated by this Agreement.

ARTICLE 3

(A) Each Contracting Party reserves the right to withhold, revoke or impose conditions on the permission provided for in Article 2 of this Agreement with respect to an airline designated by the other Contracting Party in the following circumstances:

(1) in the event of the failure by such airline to qualify before the aeronautical authorities of that Contracting Party under the laws and regulations normally applied by these authorities;

(2) in the event of failure by such airline to comply with the laws and regulations referred to in Articles 4 and 5 hereof; or

(3) in any case where it is not satisfied that substantial ownership and effective control of such airline are vested in the Contracting Party designating the airline or in nationals of that Contracting Party.

(B) Unless immediate action to withhold or revoke the permission provided for in Article 2 of this Agreement is essential to prevent further infringement of the laws and regulations referred to in Articles 4 and 5, the right to withhold or revoke such permission shall be exercised only after consultation with the other Contracting Party.

ARTICLE 4

The laws and regulations of one Contracting Party relating to the admission to or departure from its territory of aircraft engaged in international air navigation, or to the operation and navigation of such aircraft while within its territory, shall be applied to the aircraft of the airline or airlines designated by the other Contracting Party and shall be complied with by such aircraft upon entrance into or departure from and while within the territory of the first Contracting Party.

ARTICLE 5

The laws and regulations of one Contracting Party relating to the admission to or departure from its territory of passengers, crew or cargo of aircraft, including regulations relating to entry, clearance, immigration, passports, customs, and quarantine, shall be complied with by or on behalf of such passengers, crew or cargo of the airline or airlines of the other Contracting Party upon entrance into or departure from and while within the territory of the first Contracting Party.

ARTICLE 6

Certificates of airworthiness, certificates of competency, and licenses, issued or rendered valid by one Contracting Party and still in force, shall be recognized as valid by the other Contracting Party for the purpose of operating the routes and services provided for in this Agreement, provided that the requirements under which such certificates or licenses were issued or rendered valid are equal to or above the minimum standards which may be established pursuant to

the Convention on International Civil Aviation.[1] Each Contracting Party reserves the right, however, to refuse to recognize, for the purpose of flight above its own territory, certificates of competency and licenses granted to its own nationals by the other Contracting Party.

ARTICLE 7

Each Contracting Party may impose or permit to be imposed just and reasonable charges for the use of public airports and other facilities under its control, provided that such charges shall not be higher than the charges imposed for use by its national aircraft engaged in similar international services.

ARTICLE 8

(A) Each Contracting Party shall exempt the designated airlines of the other Contracting Party to the fullest extent possible under its national law from import restrictions, customs duties, excise taxes, inspection fees, and other national duties and charges on fuel, lubricating oils, consumable technical supplies, spare parts including engines, regular equipment, ground equipment, stores, and other items intended for use solely in connection with the operation or servicing of aircraft of the airlines of such other Contracting Party in international air service.

(B) The immunities granted by this Article shall apply to the items referred to in paragraph (A):

(1) introduced into the territory of one Contracting Party by the other Contracting Party or its nationals;

(2) retained on aircraft of the airline of one Contracting Party upon arriving in or leaving the territory of the other Contracting Party; or

(3) taken on board aircraft of the airlines of one Contracting Party in the territory of the other and intended for use in international air service;

whether or not such items are used or consumed wholly within the territory of the Contracting Party granting the immunity.

ARTICLE 9

There shall be a fair and equal opportunity for the airlines of each Contracting Party to operate on any route covered by this Agreement.

ARTICLE 10

In the operation by the airlines of either Contracting Party of the air services described in this Agreement, the interest of the airlines of the other Contracting Party shall be taken into consideration so as not to affect unduly the services which the latter provide on all or part of the same route.

[1] TIAS 1591; 61 Stat. (pt. 2) 1180.

ARTICLE 11

(A) The air services made available to the public by the airlines operating under this Agreement shall bear a close relationship to the requirements of the public for such services.

(B) Services provided by a designated airline under this Agreement shall retain as their primary objective the provision of capacity adequate to the traffic demands between the country of which such airline is a national and the countries of ultimate destination of the traffic. The right to embark or disembark on such services international traffic destined for and coming from third countries at a point or points on the routes specified in this Agreement shall be exercised in accordance with the general principles of orderly development to which both Contracting Parties subscribe and shall be subject to the general principle that capacity should be related:

(1) to traffic requirements between the country of origin and the countries of ultimate destination of the traffic;

(2) to the requirements of through airline operations; and

(3) to the traffic requirements of the area through which the airline passes after taking account of local and regional services.

ARTICLE 12

(A) Without prejudice to the right of each Contracting Party to impose such uniform conditions on the use of airports and airport facilities as are consistent with Article 15 of the Convention on International Civil Aviation, neither Contracting Party may unilaterally impose any restriction on the airline or airlines of the other Contracting Party with respect to capacity, frequency, scheduling or type of aircraft employed in connection with services over any of the routes specified in the schedule of this Agreement.

(B) In the event that one of the Contracting Parties believes that the operations conducted by an airline of the other Contracting Party have been inconsistent with the standards and principles set forth in Articles 9, 10, or 11, it may request consultation pursuant to Article 14 of the Agreement for the purpose of reviewing the operations in question to determine whether they are in conformity with said standards and principles.

ARTICLE 13

(A) The rates to be charged by the designated airlines of either Contracting Party for carriage to or from the territory of the other Contracting Party shall be reasonable, due regard being paid to all relevant factors, such as cost of operation, reasonable profit, and the rates charged by any other airlines, as well as the characteristics of each service.

(B) The rates referred to in this Article shall be subject to the approval of the aeronautical authorities of the Contracting Parties,

who shall act in accordance with their obligations under this Agreement, within the limits of their legal powers.

(C) Any rates proposed by an airline of one Contracting Party shall, if required, be filed with the aeronautical authorities of the other Contracting Party at least thirty days before the proposed date of introduction. This period of thirty days may be reduced in particular cases with the approval of the said aeronautical authorities.

(D)(1) In the event that power is conferred by law upon the aeronautical authorities of the United States to fix fair and economic rates for the transport of persons and property by air on international services and to suspend proposed rates in a manner comparable to that in which the Civil Aeronautics Board at present is empowered to act with respect to such rates for the transport of persons and property by air within the United States, each of the Contracting Parties shall thereafter exercise its authority in such manner as to prevent any rate or rates proposed by one of its airlines for services from the territory of one Contracting Party to a point or points in the territory of the other Contracting Party from becoming effective or remaining in effect if, in the judgment of the aeronautical authorities of the Contracting Party whose airline or airlines is or are proposing such rate, that rate is unfair or uneconomic. If one Contracting Party on receipt of the notification referred to in paragraph (C) above is dissatisfied with the rate proposed by the airline or airlines of the other Contracting Party, it shall so notify the other Contracting Party prior to the expiry of the first fifteen of the thirty days referred to, and the Contracting Parties shall endeavor to reach agreement on the appropriate rate.

(2) In the event that such agreement is reached, each Contracting Party will use its best efforts to put such rate into effect as regards its airline or airlines.

(3) If agreement has not been reached at the end of the thirty day period referred to in paragraph (C) above, the proposed rate may, unless the aeronautical authorities of the country of the airline which proposed the change in rate see fit to suspend its application, go into effect or remain in effect provisionally pending the settlement of any dispute in accordance with the procedure outlined in paragraph (F) below.

(E)(1) Prior to the time when such power may be conferred upon the aeronautical authorities of the United States, if one of the Contracting Parties is dissatisfied with any rate proposed by the airline or airlines of either Contracting Party for services from the territory of one Contracting Party to a point or points in the territory of the other Contracting Party, it shall so notify the other Contracting Party prior to the expiry of the first fifteen of the thirty day period referred to in paragraph (C) above, and the Contracting Parties shall endeavor to reach agreement on the appropriate rate.

(2) In the event that such agreement is reached, each Contracting Party will use its best efforts to put such rate into effect as regards its airline or airlines.

(3) If no such agreement can be reached prior to the expiry of the thirty day period, the Contracting Party raising the objection to the rate may, in the case of a rate different from that then in effect, take such steps as it considers necessary to prevent the inauguration of the air service in question at the proposed new rate. However, the Contracting Party raising the objection to the rate shall not require the charging of a rate higher than the lowest rate charged by its own airline or airlines for comparable services between the same points. Until such time as a new rate has been established either by agreement of the Contracting Parties or in accordance with the procedures of Article 15, the rates previously approved shall remain in effect.

(F) Either Contracting Party may request arbitration in accordance with Article 15 of this Agreement in any case where the aeronautical authorities of the two Contracting Parties cannot agree upon the appropriateness of a proposed or an existing rate pursuant to the procedures set forth in either paragraphs (D) or (E) of this Article or following consultations in accordance with Article 14 of this Agreement.

(G) It is recognized by both Contracting Parties that, during any period for which either Contracting Party has approved the traffic conference procedures of the International Air Transport Association or of any other associations of international air carriers, any rate agreements concluded through these procedures and involving airlines of that Contracting Party will be subject to the approval of the aeronautical authorities of that Contracting Party. During the period that any such rate agreements have been approved by the aeronautical authorities of both Contracting Parties, the provisions of paragraphs (D), (E), and (F) of this Article shall not apply.

(H) The aeronautical authorities of each Contracting Party shall use their best efforts to insure that the rates charged and collected conform to the rates filed with either Contracting Party, and that no airline rebates any portion of such rates, by any means, directly or indirectly, including the payment of excessive sales commission to agents or the use of unrealistic currency conversion rates.

(I) Unless otherwise agreed between the Contracting Parties, each Contracting Party undertakes to use its best efforts to insure that any rate specified in terms of the national currency of one of the Contracting Parties will be established in an amount which reflects the effective exchange rates (including fees or other charges) at which the airlines of both Contracting Parties can convert and remit the revenues from their transport operations into the national currency of the other Contracting Party.

ARTICLE 14

(A) Either Contracting Party may at any time request consultations on questions concerning the interpretation, application or amendment of this Agreement. Such consultations shall begin within a period of sixty (60) days from the date the other Contracting Party receives the request.

(B) Amendments of this Agreement, other than those pertaining to the Schedule, will come into force in the same manner as this Agreement comes into force.

(C) Amendments of the Schedule will come into force after approval in accordance with the domestic laws and procedures of each Contracting Party on the date of an exchange of diplomatic notes.

ARTICLE 15

(A) Any dispute with respect to matters covered by this Agreement or any amendment thereto not satisfactorily adjusted through consultation shall, upon request of either Contracting Party, be submitted to arbitration in accordance with the procedure set forth herein.

(B) Arbitration shall be by a tribunal of three arbitrators constituted as follows:

(1) One arbitrator shall be named by each Contracting Party within two months of the date of delivery by either Contracting Party to the other of a request for arbitration. Within one month after such period of two months, the two arbitrators so designated shall by agreement designate a third arbitrator, provided that such third arbitrator shall not be a national of either Contracting Party.

(2) If either Contracting Party fails to designate an arbitrator, or if the third arbitrator is not agreed upon in accordance with paragraph (1), either Contracting Party may request the President of the Council of the International Civil Aviation Organization to designate the necessary arbitrator or arbitrators.

(C) The Contracting Parties shall use their best efforts consistent with national law to put into effect any decision or award of the arbitral tribunal.

(D) The expenses of the arbitral tribunal, including the fees and expenses of the arbitrators, shall be shared equally by the Contracting Parties.

ARTICLE 16

This Agreement and all amendments thereto shall be registered with the International Civil Aviation Organization.

ARTICLE 17

Either Contracting Party may at any time notify the other Contracting Party of its intention to terminate this Agreement. Such notice shall be sent simultaneously to the International Civil Aviation Organization. The Agreement shall terminate one year after the

date of receipt of the notice of intention to terminate, unless by agreement between the Contracting Parties such notice is withdrawn before the expiration of that time.

ARTICLE 18

This Agreement shall supersede the Interim Air Transport Agreement between the Government of the United States of America and the Austrian Federal Government signed at Vienna on October 8, 1947.[1] In any case in which an air service has been authorized up to the date of the coming into force of this Agreement and is also provided for in this Agreement, an airline authorized by the aeronautical authorities of both Contracting Parties to operate such service shall be deemed to have been authorized to operate the service under this Agreement and in accordance therewith.

ARTICLE 19

For purposes of this Agreement:

(A) "Agreement" shall mean this Agreement and the Schedule attached thereto.

(B) "Aeronautical authorities" shall mean, in the case of the United States of America, the Civil Aeronautics Board or any person or agency authorized to perform the functions exercised at the present time by the Civil Aeronautics Board and, in the case of Austria, the Federal Ministry of Communications and Nationalized Enterprises or any other authority lawfully empowered to perform the functions exercised at present by the said Ministry.

(C) "Designated airline" shall mean an airline that one Contracting Party has notified the other Contracting Party, in writing, to be the airline which will operate a specific route or routes listed in the Schedule of this Agreement.

(D) "Territory" in relation to a State shall mean the land areas under the sovereignty, suzerainty, protection, jurisdiction or trusteeship of that State, and the territorial waters adjacent thereto.

(E) "Air service" shall mean any scheduled air service performed by aircraft for the public transport of passengers, mail or cargo.

(F) "International air service" shall mean an air service which passes through the air space over the territory of more than one State.

(G) "Stop for non-traffic purposes" shall mean a landing for any purpose other than taking on or discharging passengers, cargo or mail.

ARTICLE 20

This Agreement will come into force thirty days from the day it is signed. [2]

[1] TIAS 1659; 61 Stat. (pt. 3) 3241.
[2] July 23, 1966.

LUFTVERKEHRSABKOMMEN ZWISCHEN DER REGIERUNG DER VEREINIGTEN STAATEN VON AMERIKA UND DER ÖSTERREICHISCHEN BUNDESREGIERUNG

Die Regierung der Vereinigten Staaten von Amerika und die Österreichische Bundesregierung,

vom Wunsche geleitet, ein Abkommen zur Förderung des Luftverkehrs zwischen ihren beiden Hoheitsgebieten zu schliessen,

haben zu diesem Zweck bevollmächtigte Vertreter ernannt, die wie folgt übereingekommen sind:

ARTIKEL 1

Jeder Vertragschliessende Teil gewährt dem anderen Vertragschliessenden Teil die für die Durchführung des Fluglinienverkehrs durch die namhaft gemachten Fluglinienunternehmen notwendigen Rechte wie folgt: die Rechte des Überflugs, der nichtgewerbsmässigen Landungen, der Aufnahme und des Absetzens von Passagieren, Fracht und Post im internationalen Luftverkehr, getrennt oder gemeinsam, an den Punkten in seinem Hoheitsgebiet, die auf jeder der Strecken angeführt sind, die im entsprechenden Absatz des Flugstreckenplanes dieses Abkommens festgelegt sind.

ARTIKEL 2

Der Fluglinienverkehr auf einer Strecke, die im Flugstreckenplan dieses Abkommens festgelegt ist, kann von einem oder mehreren Fluglinienunternehmen eines Vertragschliessenden Teiles jederzeit aufgenommen werden, sobald dieser Vertragschliessende Teil das oder die Fluglinienunternehmen für diese Strecke namhaft gemacht hat und der andere Vertragschliessende Teil die entsprechende erforderliche Bewilligung erteilt hat. Dieser andere Vertragschliessende Teil erteilt, vorbehaltlich des Artikels 3, unter möglichst kurzer Verfahrensdauer die Bewilligung, wobei von dem oder den namhaft gemachten Fluglinienunternehmen, bevor ihnen die Erlaubnis zur Aufnahme des in diesem Abkommen vorgesehenen Betriebes erteilt wird, verlangt werden kann, vor den zuständigen Luftfahrtbehörden dieses Vertragschliessenden Teiles den Nachweis zu erbringen, daß sie die von diesen Behörden allgemein angewendeten Gesetze und Vorschriften erfüllen.

ARTIKEL 3

(A) Jeder Vertragschliessende Teil behält sich das Recht vor, in den folgenden Fällen die in Artikel 2 dieses Abkommens vorgesehene Bewilligung einem vom anderen Vertragschliessenden

Teil namhaft gemachten Fluglinienunternehmen zu verweigern, zu widerrufen oder Bedingungen aufzuerlegen,

(1) wenn dieses Fluglinienunternehmen nicht in der Lage ist, die Gesetze und Vorschriften der Luftfahrtbehörden des Vertragschliessenden Teiles zu erfüllen, die von diesen Behörden allgemein angewendet werden,

(2) wenn dieses Fluglinienunternehmen, die in den Artikeln 4 und 5 genannten Gesetze und Vorschriften nicht erfüllt, oder

(3) wenn nicht nachgewiesen wird, daß ein wesentlicher Teil des Eigentums und die tatsächliche Kontrolle dieses Fluglinienunternehmens in Händen des Vertragschliessenden Teiles der das Fluglinienunternehmen namhaft gemacht hat oder in Händen von Staatsangehörigen dieses Vertragschliessenden Teiles liegen.

(B) Wenn nicht sofortige Maßnahmen zur Verweigerung oder zum Widerruf der in Artikel 2 dieses Abkommens vorgesehenen Bewilligung erforderlich sind, um weitere Verstösse gegen die in Artikel 4 und 5 genannten Gesetze und Vorschriften zu verhindern, darf das Recht eine Bewilligung zu verweigern oder zu widerrufen erst nach Beratung mit dem anderen Vertragschliessenden Teil ausgeübt werden.

Artikel 4

Die Gesetze und Vorschriften eines Vertragschliessenden Teiles betreffend den Ein- oder Ausflug der im internationalen Luftverkehr verwendeten Luftfahrzeuge in sein oder aus seinem Hoheitsgebiet oder den Betrieb und den Verkehr dieser Luftfahrzeuge innerhalb seines Hoheitsgebietes sind auf die Luftfahrzeuge des oder der vom anderen Vertragschliessenden Teil namhaft gemachten Fluglinienunternehmen anzuwenden und von diesen Luftfahrzeugen beim Einflug, Ausflug oder während ihres Aufenthaltes im Hoheitsgebiet des erstgenannten Vertragschliessenden Teiles zu befolgen.

Artikel 5

Die Gesetze und Vorschriften eines Vertragschliessenden Teiles betreffend den Ein- und Ausflug von Fluggästen, Besatzung oder Fracht in Luftfahrzeugen in sein oder aus seinem Hoheitsgebiet, einschliesslich Einreise-, Abfertigungs-, Einwanderungs-, Pass-, Zoll- und Quarantänevorschriften, sind von den Fluggästen und der Besatzung bzw. hinsichtlich dieser sowie der Fracht des oder der Fluglinienunternehmen des anderen Vertragschliessenden Teiles beim Ein- und Ausflug sowie während des Aufenthaltes im Hoheitsgebiet des erstgenannten Vertragschliessenden Teiles zu befolgen.

Artikel 6

Lufttüchtigkeitszeugnisse, Befähigungszeugnisse und Erlaubnisscheine, die von einem Vertragschliessenden Teil ausgestellt oder als gültig erklärt wurden und noch gültig sind, sind vom anderen

Vertragschliessenden Teil für den Betrieb der Flugstrecken und des Flugverkehrs, die in diesem Abkommen vorgesehen sind, als gültig anzuerkennen, vorausgesetzt, daß die Anforderungen, nach denen die Zeugnisse und Erlaubnisscheine ausgestellt oder als gültig erklärt wurden, den Mindestnormen, die auf Grund des Abkommens über die Internationale Zivilluftfahrt jeweils festgelegt werden, entsprechen oder darüber hinausgehen. Jeder Vertragschliessende Teil behält sich jedoch das Recht vor, für den Flugverkehr über seinem Hoheitsgebiet die Anerkennung von Befähigungszeugnissen und Erlaubnisscheinen, die seinen eigenen Staatsangehörigen vom anderen Vertragschliessenden Teil ausgestellt wurden, zu verweigern.

ARTIKEL 7

Jeder Vertragschliessende Teil kann gerechte und angemessene Gebühren für die Benützung öffentlicher Flughäfen und anderer unter seiner Aufsicht stehender Einrichtungen einheben oder deren Einhebung genehmigen, vorausgesetzt, daß diese Gebühren nicht höher sind als die Benützungsgebühren, die von inländischen, in ähnlichem internationalen Verkehr eingesetzten Luftfahrzeugen eingehoben werden.

ARTIKEL 8

(A) Jeder Vertragschliessende Teil befreit die namhaft gemachten Fluglinienunternehmen des anderen Vertragschliessenden Teiles im Rahmen seiner innerstaatlichen Gesetze weitestmöglich von Einfuhrbeschränkungen, Zöllen, Verbrauchssteuern, Untersuchungsgebühren und anderen innerstaatlichen Abgaben und Steuern für Kraftstoffe, Schmierstoffe, technische Verbrauchsvorräte, Ersatzteile einschliesslich Triebwerke, übliche Ausrüstungsgegenstände, Bodenausrüstung, Vorräte und andere Gegenstände, die ausschliesslich im Zusammenhang mit dem Betrieb oder der Bedienung von Luftfahrzeugen der Fluglinienunternehmen des anderen Vertragschliessenden Teiles im internationalen Fluglinienverkehr verwendet werden.

(B) Die in diesem Artikel gewährten Befreiungen finden auf die in Absatz (A) angeführten Gegenstände Anwendung, soferne diese Gegenstände

(1) in das Hoheitsgebiet eines Vertragschliessenden Teiles durch den anderen Vertragschliessenden Teil oder dessen Staatsangehörige eingeführt werden,

(2) bei Ankunft oder beim Verlassen des Hoheitsgebietes eines Vertragschliessenden Teiles an Bord von Luftfahrzeugen der Fluglinienunternehmen des anderen Vertragschliessenden Teiles belassen werden, oder

(3) im Hoheitsgebiet eines Vertragschliessenden Teiles an Bord von Luftfahrzeugen der Fluglinienunternehmen des anderen Vertragschliessenden Teiles genommen werden

und für den Verbrauch im internationalen Fluglinienverkehr bestimmt sind,

gleichgültig ob diese Gegenstände gänzlich innerhalb des Hoheitsgebietes des Vertragschliessenden Teiles gebraucht oder verbraucht werden, der die Befreiung gewährt.

ARTIKEL 9

Den Fluglinienunternehmen jedes Vertragschliessenden Teiles ist in gerechter und gleicher Weise Gelegenheit zum Betrieb auf jeder in diesem Abkommen enthaltenen Flugstrecke zu geben.

ARTIKEL 10

Beim Betrieb des in diesem Abkommen beschriebenen Fluglinienverkehrs durch die Fluglinienunternehmen jedes Vertragschliessenden Teiles sind die Interessen der Fluglinienunternehmen des anderen Vertragschliessenden Teiles zu berücksichtigen, um den von letzteren auf der gleichen Flugstrecke oder Teilen hievon betriebenen Fluglinienverkehr nicht ungebührlich zu beeinträchtigen.

ARTIKEL 11

(A) Der von den Fluglinienunternehmen im Rahmen dieses Abkommens der Öffentlichkeit zur Verfügung gestellte Fluglinienverkehr muß in engem Verhältnis zur Verkehrsnachfrage der Öffentlichkeit stehen.

(B) Es ist die Hauptaufgabe des von einem namhaft gemachten Fluglinienunternehmen im Rahmen dieses Abkommens bereitsgestellten Fluglinienverkehrs, eine Verkehrskapazität zur Verfügung zu stellen, die der Verkehrsnachfrage zwischen dem Heimatstaat des Fluglinienunternehmens und den endgültigen Bestimmungsländern dieses Verkehrs entspricht. Das Recht, auf diesen Fluglinien internationalen Verkehr, der für dritte Staaten bestimmt ist oder aus dritten Staaten kommt, an einem Punkt oder an Punkten, auf den in diesem Abkommen festgelegten Strecken aufzunehmen oder abzusetzen, ist nach den allgemeinen Grundsätzen einer ordnungsgemässen Entwicklung, zu der sich beide Vertragschliessenden Teile bekennen, auszuüben und unterliegt dem allgemeinen Grundsatz, daß sich die Kapazität richtet nach:

(1) der Verkehrsnachfrage zwischen dem Herkunftsland und den endgültigen Bestimmungsländern des Verkehrs;

(2) den Erfordernissen des Durchgangsverkehrs und

(3) der Verkehrsnachfrage in dem vom Fluglinienunternehmen durchflogenen Gebiet unter Berücksichtigung des örtlichen und regionalen Fluglinienverkehrs.

ARTIKEL 12

(A) Vorbehaltlich des Rechtes jedes Vertragschliessenden Teiles für die Benützung von Flughäfen und Flughafeneinrichtungen, im Einklang mit Artikel 15 des Abkommens über die Internationale Zivilluftfahrt, einheitliche Bedingungen aufzuerlegen, darf keiner der Vertragschliessenden Teile einseitig dem oder den Fluglinienunternehmen des anderen Vertragschliessenden Teiles Beschränkungen hinsichtlich Kapazität, Frequenz, Flugplanung oder Luftfahrzeugtype im Fluglinienverkehr auf den im Flugstreckenplan dieses Abkommens festgelegten Strecken auferlegen.

(B) Falls einer der Vertragschliessenden Teile zur Ansicht gelangt, daß der Flugbetrieb eines Fluglinienunternehmens des anderen Vertragschliessenden Teiles mit dem in den Artikeln 9, 10 oder 11 festgelegten Normen und Grundsätzen unvereinbar ist, kann er gemäß Artikel 14 des Abkommens Beratungen hinsichtlich einer Überprüfung des in Frage stehenden Flugbetriebes beantragen, um festzustellen, ob diese mit den erwähnten Normen und Grundsätzen im Einklang stehen.

ARTIKEL 13

(A) Die vom namhaft gemachten Fluglinienunternehmen eines Vertragschliessenden Teiles für die Beförderung nach oder vom Hoheitsgebiet des anderen Vertragschliessenden Teiles einzuhebenden Tarife müssen angemessen sein und alle erheblichen Faktoren, wie Betriebskosten, angemessener Gewinn und die von anderen Fluglinienunternehmen eingehobenen Tarife sowie die Merkmale jeder Fluglinie berücksichtigen.

(B) Die in diesem Artikel erwähnten Tarife bedürfen der Bewilligung der Luftfahrtbehörden der Vertragschliessenden Teile, die im Rahmen ihrer gesetzlichen Möglichkeiten entsprechend ihren Verpflichtungen aus diesem Abkommen vorgehen werden.

(C) Alle von einem Fluglinienunternehmen vorgeschlagenen Tarife sind falls erforderlich bei den Luftfahrtbehörden des anderen Vertragschliessenden Teiles spätestens 30 Tage vor dem vorgeschlagenen Zeitpunkt der Einführung einzureichen. Diese Frist von dreissig Tagen kann mit Zustimmung der betreffenden Luftfahrtbehörden in einzelnen Fällen verringert werden.

(D)(1) Falls den Luftfahrtbehörden der Vereinigten Staaten gesetzlich die Befugnis übertragen wird, gerechte und wirtschaftliche Tarife für die Beförderung von Personen und Gütern im internationalen Luftverkehr festzulegen und vorgeschlagene Tarife aufzuheben, in ähnlicher Weise wie dies der Civil Aeronautics Board gegenwärtig bezüglich der Tarife für die Beförderung von Personen und Gütern

im Luftverkehr innerhalb der Vereinigten Staaten tun kann, wird jeder der Vertragschliessenden Teile seine Befugnisse darnach so ausüben, daß das Inkrafttreten und Inkraftbleiben von Tarifen verhindert wird, die von einem seiner Fluglinienunternehmen für den Fluglinienverkehr aus dem Hoheitsgebiet des einen Vertragschliessenden Teiles nach einem oder mehreren Punkten im Hoheitsgebiet des anderen Vertragschliessenden Teiles vorgeschlagen sind, falls diese nach Auffassung der Luftfahrtbehörden des Vertragschliessenden Teiles, dessen Fluglinienunternehmen diese Tarife vorschlägt oder vorgeschlagen hat, ungerecht und unwirtschaftlich sind. Ist einer der Vertragschliessenden Teile nach Erhalt der im Absatz (C) erwähnten Mitteilung mit dem von einem Fluglinienunternehmen des anderen Vertragschliessenden Teiles vorgeschlagenen Tarif nicht einverstanden, so hat er dies dem anderen Vertragschliessenden Teil vor Ablauf der ersten fünfzehn der erwähnten dreissig Tage mitzuteilen und die Vertragschliessenden Teile werden sich bemühen, eine Einigung über einen angemessenen Tarif zu erzielen.

(2) Falls eine solche Einigung erzielt wird, wird jeder Vertragschliessende Teil sein Möglichstes tun, um diesen Tarif in Bezug auf sein oder seine Fluglinienunternehmen in Kraft zu setzen.

(3) Wird bis zum Ablauf der im Absatz (C) erwähnten Frist von dreissig Tagen eine Einigung nicht erzielt, so kann der vorgeschlagene Tarif bis zur Regelung aller Meinungsverschiedenheiten nach dem im Absatz (F) festgelegten Verfahren, vorläufig in Kraft treten oder in Kraft bleiben, wenn nicht die Luftfahrtbehörden des Staates, dessen Fluglinienunternehmen die Änderung des Tarifes vorgeschlagen hat, es für richtig halten, dessen Anwendung auszusetzen.

(E)(1) Sollte vor dem Zeitpunkt, zu dem den Luftfahrtbehörden der Vereinigten Staaten eine solche Befugnis übertragen wird, einer der Vertragschliessenden Teile mit einem Tarif nicht einverstanden sein, der von einem oder mehreren Fluglinienunternehmen eines Vertragschliessenden Teiles für den Fluglinienverkehr von dem Hoheitsgebiet eines Vertragschliessenden Teiles nach einem oder mehreren Punkten in dem Hoheitsgebiet des anderen Vertragschliessenden Teiles vorgeschlagen wird, so hat er dies vor Ablauf der ersten fünfzehn Tage der im Absatz (C) erwähnten Frist von dreissig Tagen dem anderen Vertragschliessenden Teil mitzuteilen und die Vertragschliessenden Teile werden sich bemühen, eine Einigung über einen angemessenen Tarif zu erreichen.

(2) Falls eine solche Einigung erzielt wird, wird jeder Vertragschliessende Teil sein Möglichstes tun, um diesen Tarif in Bezug auf sein oder seine Fluglinienunternehmen in Kraft zu setzen.

(3) Wenn vor Ablauf von dreissig Tagen kein Einvernehmen erzielt werden kann, kann der Vertragschliessende Teil, der gegen den Tarif Einspruch erhebt, falls dieser Tarif von dem zu diesem Zeitpunkt gültigen Tarif abweicht, die von ihm für notwendig erachteten Schritte unternehmen, um die Aufnahme des betreffenden

Fluglinienverkehrs zu dem vorgeschlagenen neuen Tarif zu verhindern, jedoch vorausgesetzt, daß der die Einwände erhebende Vertragschliessende Teil nicht die Einhebung eines Tarifes verlangt, der höher ist als der niedrigste Tarif, der von seinen eigenen Fluglinienunternehmen für einen vergleichbaren Fluglinienverkehr zwischen den beiden gleichen Punkten eingehoben wird. Bis zu dem Zeitpunkt zu dem ein neuer Tarif entweder im Einvernehmen zwischen den Vertragschliessenden Teilen oder in Übereinstimmung mit dem Verfahren des Artikels 15 festgesetzt worden ist, bleiben die vorher bewilligten Tarife in Kraft.

(F) Jeder Vertragschliessende Teil kann in Übereinstimmung mit Artikel 15 dieses Abkommens ein Schiedsgerichtsverfahren in jedem Fall beantragen in dem sich die Luftfahrtbehörden der beiden Vertragschliessenden Teile über die Angemessenheit eines vorgeschlagenen oder bestehenden Tarifs gemäß den Verfahren nach Absatz (D) oder (E) dieses Artikels oder nach Konsultationen in Übereinstimmung mit Artikel 14 dieses Abkommens, nicht einigen können.

(G) Beide Vertragschliessende Teile erkennen an, daß während eines Zeitraumes, für den einer der Vertragschliessenden Teile die Verfahren der Verkehrskonferenzen des Internationalen Lufttransportverbandes oder anderer Vereinigungen internationaler Fluglinienunternehmen angenommen hat, alle durch diese Verfahren abgeschlossenen Tarifvereinbarungen, die Fluglinienunternehmen eines Vertragschliessenden Teiles betreffen, der Genehmigung der Luftfahrtbehörden dieses Vertragschliessenden Teiles unterliegen. Innerhalb des Zeitraumes während dessen von den Luftfahrtbehörden der beiden Vertragschliessenden Teile bewilligte Tarifvereinbarungen bestehen, sind die Bestimmungen der Absätze (D), (E) und (F) dieses Artikels nicht anzuwenden.

(H) Die Luftfahrtbehörden jedes Vertragschliessenden Teiles werden ihr Möglichstes tun um zu gewährleisten, daß die festgesetzten und eingehobenen Tarife den Tarifen entsprechen, die bei den Vertragschliessenden Teilen eingereicht wurden und daß kein Fluglinienunternehmen irgendeinen Teil dieser Tarife in irgendeiner Weise direkt oder indirekt ermässigt, einschliesslich der Bezahlung überhöhter Verkaufsprovisionen an Agenten oder der Anwendung nicht den Tatsachen entsprechender Umrechnungskurse.

(I) Soweit zwischen den Vertragschliessenden Teilen nicht anders vereinbart wurde, verpflichtet sich jeder Vertragschliessende Teil, sein Möglichstes zu tun, um zu gewährleisten, daß ein in der nationalen Währung eines der Vertragschliessenden Teile angegebener Tarif als Betrag festgesetzt wird, der den tatsächlichen Umrechnungskurs (einschliesslich aller Gebühren oder anderer Zuschläge) wiedergibt, zu dem die Fluglinienunternehmen beider Vertragschliessenden Teile die Einnahmen aus ihrem Beförderungsbetrieb in die nationale

Währung des anderen Vertragschliessenden Teiles umwechseln und überweisen können.

ARTIKEL 14

(A) Jeder Vertragschliessende Teil kann jederzeit um Beratungen über Fragen betreffend die Auslegung, Anwendung oder Abänderung dieses Abkommens ersuchen. Diese Beratungen haben innerhalb von sechzig (60) Tagen nach Erhalt des Ersuchens durch den anderen Vertragschliessenden Teil zu beginnen.

(B) Abänderungen dieses Abkommens, mit Ausnahme solcher, die den Flugstreckenplan betreffen, treten in derselben Art wie dieses Abkommen in Kraft.

(C) Abänderungen des Flugstreckenplanes treten nach Bewilligung gemäss den innerstaatlichen Gesetzen und Verfahrensbestimmungen jedes Vertragschliessenden Teiles am Tage des diplomatischen Notenwechsels in Kraft.

ARTIKEL 15

(A) Jede Meinungsverschiedenheit in Bezug auf Angelegenheiten, welche in diesem Abkommen oder in jeglichen Abänderungen desselben enthalten sind, die nicht durch Beratungen befriedigend gelöst worden ist, wird über Verlangen einer der beiden Vertragschliessenden Teile einem Schiedsgerichtsverfahren in Übereinstimmung mit dem hiemit festgesetzen Verfahren unterworfen.

(B) Das Schiedsgerichtsverfahren wird durch ein Schiedsgericht bestehend aus drei Schiedsrichtern durchgeführt, welches sich wie folgt zusammensetzt:

(1) Ein Schiedsrichter wird von jedem Vertragschliessenden Teil innerhalb von zwei Monaten, gerechnet vom Datum der Zustellung eines Antrages auf Einleitung des Schiedsgerichtsverfahrens durch einen der beiden Vertragschliessenden Teile an den anderen, ernannt. Innerhalb eines Monats nach Ablauf dieser zweimonatigen Frist werden die auf diese Weise namhaft gemachten Schiedsrichter einvernehmlich einen dritten Schiedsrichter namhaft machen, wobei dieser dritte Schiedsrichter kein Staatsangehöriger eines der beiden Vertragschliessenden Teile sein darf.

(2) Wenn es einer der beiden Vertragschliessenden Teile unterlässt, einen Schiedsrichter namhaft zu machen oder wenn das Einvernehmen über den dritten Schiedsrichter gemäß Absatz (1) nicht erreicht wird, kann jeder Vertragschliessende Teil den Präsidenten der Internationalen Zivilluftfahrtorganisation ersuchen, den oder die erforderlichen Schiedsrichter namhaft zu machen.

(C) Die Vertragschliessenden Teile werden in Übereinstimmung mit ihrer innerstaatlichen Rechtsordnung ihr Möglichstes tun, um eine Entscheidung oder einen Schiedsspruch des Schiedsgerichtes in Wirksamkeit zu setzen.

(D) Die Kosten des Schiedsgerichtes, einschliesslich der Gebühren und der Aufwendungen der Schiedsrichter, werden von den Vertragschliessenden Teilen zu gleichen Anteilen getragen.

ARTIKEL 16

Dieses Abkommen und alle Abänderungen dazu sind bei der Internationalen Zivilluftfahrtorganisation zu registrieren.

ARTIKEL 17

Jeder Vertragschliessende Teil kann dem anderen Vertragschliessenden Teil jederzeit seine Absicht bekanntgeben, dieses Abkommen zu kündigen. Diese Mitteilung ist gleichzeitig der Internationalen Zivilluftfahrtorganisation zu übermitteln. Das Abkommen läuft ein Jahr nach Erhalt der Mitteilung über die Kündigungsabsicht ab, soferne diese Mitteilung nicht vor Ablauf dieses Zeitraumes von den Vertragschliessenden Teilen einvernehmlich zurückgezogen wird.

ARTIKEL 18

Dieses Abkommen ersetzt das am 8. Oktober 1947 in Wien unterzeichnete Provisorische Luftverkehrsabkommen zwischen der Regierung der Vereinigten Staaten von Amerika und der Österreichischen Bundesregierung.

In jedem Fall, in dem ein Fluglinienverkehr bis zum Zeitpunkt des Inkrafttretens des vorliegenden Abkommens bewilligt wurde und dieser auch in diesem Abkommen vorgesehen ist, gilt der Betrieb eines solchen Verkehrs durch ein Fluglinienunternehmen, dem die Bewilligung hiezu von den Luftfahrtbehörden der beiden Vertragschliessenden Teile erteilt wurde, auch auf Grund dieses Abkommens und im Einklang damit als bewilligt.

ARTIKEL 19

Im Sinne dieses Abkommens bedeuten:

(A) "Abkommen" dieses Abkommen einschliesslich des beigefügten Flugstreckenplanes.

(B) "Luftfahrtbehörden" im Falle der Vereinigten Staaten von Amerika den "Civil Aeronautics Board" und jede Person oder Behörde, welche dazu ermächtigt ist, die derzeit vom Civil Aeronautics Board ausgeübten Funktionen zu erfüllen, im Falle Österreichs das Bundesministerium für Verkehr und Verstaatlichte Unternehmungen oder jede andere Behörde, welche gesetzlich ermächtigt ist, die derzeit vom vorgenannten Bundesministerium ausgeübten Funktionen zu erfüllen;

(C) "Namhaft gemachtes Fluglinienunternehmen" ein Fluglinienunternehmen, das ein Vertragschliessender Teil dem anderen Vertragschliessenden Teil schriftlich als Fluglinienunternehmen bekannt-

gegeben hat, das die im Flugstreckenplan dieses Abkommens festgelegte Strecke oder Strecken befliegen wird;

(D) "Hoheitsgebiet" in bezug auf einen Staat, die Landgebiete, die unter der Souveränität, Suzeränität, dem Schutze, der Jurisdiktion oder Treuhandschaft dieses Staates stehen, sowie die angrenzenden Hoheitsgewässer.

(E) "Fluglinienverkehr" jede planmäßige Luftverkehrsverbindung mit Luftfahrzeugen zur öffentlichen Beförderung von Fluggästen, Post und Fracht;

(F) "Internationaler Fluglinienverkehr" ein Fluglinienverkehr, der durch den Luftraum über dem Hoheitsgebiet von mehr als einem Staat führt;

(G) "Nichtgewerbsmässige Landungen" eine Landung für jeden anderen Zweck, als die Aufnahme und das Absetzen von Fluggästen, Post und Fracht.

ARTIKEL 20

Dieses Abkommen tritt 30 Tage nach seiner Unterzeichnung in Kraft.

IN WITNESS WHEREOF, the undersigned, being duly authorized by their respective Governments, have signed this Agreement.

DONE in duplicate at Vienna this 23d day of June, 1966, in the English and German languages, both texts being equally authentic.

ZU URKUND DESSEN haben die von ihren Regierungen gebührend bevollmächtigten Unterfertigten das vorliegende Abkommen unterzeichnet.

GESCHEHEN zu Wien, am 23. Juni 1966 in doppelter Ausfertigung in englischer und deutscher Sprache, wobei beide Texte gleichermassen verbindlich sind.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA:
FÜR DIE REGIERUNG DER VEREINIGTEN STAATEN VON AMERIKA:

ROBERT M BRANDIN

FOR THE AUSTRIAN FEDERAL GOVERNMENT:
FÜR DIE ÖSTERREICHISCHE BUNDESREGIERUNG:

LUJO TONCIC-SORINJ

SCHEDULE

(A) An airline or airlines designated by the Austrian Federal Government shall be entitled to operate air services on each of the routes specified, in both directions, and to make scheduled landings in the United States of America at the points specified in this paragraph:

(1) From Austria via intermediate points in Europe to New York;

(2) From Austria via intermediate points in Europe and via Montreal to Washington, D.C.

(B) An airline or airlines designated by the Government of the United States of America shall be entitled to operate air services on the route specified, in both directions, and to make scheduled landings in Austria at the points specified in this paragraph:

(1) From the United States of America via intermediate points to Vienna and beyond to points in Turkey and Lebanon and beyond.

(C) Points on any of the specified routes may at the option of the designated airline be omitted on any or all flights.

FLUGSTRECKENPLAN

(A) Ein oder mehrere von der Österreichischen Bundesregierung namhaft gemachte Fluglinienunternehmen sind berechtigt, auf jeder der festgelegten Flugstrecken den Fluglinienverkehr in beiden Richtungen zu betreiben und flugplanmässige Landungen an den in diesem Absatz festgelegten Punkten durchzuführen:

(1) Von Österreich über Zwischenpunkte in Europa nach New York;

(2) Von Österreich über Zwischenpunkte in Europa und über Montreal nach Washington, D.C.

(B) Ein oder mehrere von der Regierung der Vereinigten Staaten von Amerika namhaft gemachte Fluglinienunternehmen sind berechtigt, auf der festgelegten Flugstrecke den Fluglinienverkehr in beiden Richtungen zu betreiben und flugplanmässige Landungen an den in diesem Absatz festgelegten Punkten durchzuführen:

(1) Von den Vereinigten Staaten von Amerika über Zwischenpunkte nach Wien und darüber hinaus nach Punkten in der Türkei und Libanon und darüber hinaus.

(C) Punkte auf jeder der festgelegten Flugstrecken können nach Wahl der namhaft gemachten Fluglinienunternehmen bei einzelnen oder allen Flügen ausgelassen werden.

TUNISIA

Agricultural Commodities

Agreement signed at Tunis July 30, 1966;
Entered into force July 30, 1966.
With exchange of notes.

AGRICULTURAL COMMODITIES AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF TUNISIA 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 Tunisia:

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 or normal patterns of commercial trade with friendly countries;

Considering that the purchase for Tunisian dinars of agricultural commodities produced in the United States of America will assist in achieving such an expansion of trade;

Considering that the Tunisian dinars accruing from such purchase 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 agricultural commodities to Tunisia pursuant to Title I of the Agricultural Trade Development and Assistance Act, [1] as amended (hereinafter referred to as the 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:

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[1] 68 Stat. 455; 7 U.S.C. §§ 1701–1709.

ARTICLE I

SALES FOR TUNISIAN DINARS

1. Subject to issuance by the Government of the United States of America and acceptance by the Government of Tunisia of purchase authorizations and to the availability of the specified commodities under the Act at the time of exportation, the Government of the United States of America undertakes to finance the sales for Tunisian dinars to purchasers authorized by the Government of Tunisia of the following agricultural commodities in the amounts indicated:

COMMODITY	DELIVERY PERIOD	EXPORT MARKET VALUE (millions)
Cotton, upland	Calendar Year 1966	$1.44
Cottonseed and/or Soybean Oil	United States Fiscal Year 1967.	3.80
TOTAL		$5.24

2. Applications for purchase authorizations will be made within 90 days after the effective date of this agreement, except that applications for purchase authorizations for any additional commodities or amounts of commodities provided for in any amendment to this agreement will be made within 90 days after the effective date of such amendment. Purchase authorizations will include provisions relating to the sale and delivery of commodities, the time and circumstances of deposit of Tunisian dinars accruing from such sale, and other relevant matters.

3. The Government of the United States of America will finance ocean transportation costs incurred pursuant to this agreement only to the extent that such costs are higher than otherwise would be the case by reason of the requirement that approximately 50 percent by tonnage of the commodities be transported in United States flag vessels. The balance of ocean transportation costs for commodities required to be carried in United States flag vessels shall be paid in dollars by the Government of Tunisia. The Government of Tunisia will not be required to deposit dinars for ocean transportation financed by the Government of the United States of America.

4. Promptly after contracting for United States flag shipping space required to be used, and in any event not later than presentation of vessels for loading, the Government of Tunisia will open a letter of credit, in dollars, for the estimated cost of ocean transportation for commodities carried in United States flag vessels.

5. The financing, sale, and delivering of commodities under this agreement may be terminated by either Government if that Government determines that because of changed conditions the continuation of such financing, sale, or delivering is unnecessary or undesirable.

ARTICLE II

USES OF TUNISIAN DINARS

The Tunisian dinars accruing to the Government of 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 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. For United States expenditures under subsections (a), (b), (d), (f) and (h) through (t) of Section 104 of the Act, or under any of such subsections, 20 percent of the Tunisian dinars accruing pursuant to this agreement.

B. For loans to be made by the Agency for International Development of Washington (hereinafter referred to as AID) under Section 104 (e) of the Act and for administrative expenses of AID in Tunisia incident thereto, 10 percent of the Tunisian dinars accruing pursuant to this agreement. It is understood that:

(1) Such loans under Section 104 (e) of the Act will be made to United States business firms and branches, subsidiaries, or affiliates of such firms in Tunisia for business development and trade expansion in Tunisia and to United States firms and Tunisian firms for the establishment of facilities for aiding in the utilization, distribution, or otherwise increasing the consumption of and markets for United States agricultural products.

(2) Loans will be mutually agreeable to AID and the Government of Tunisia, acting through the Secretariat of State for Foreign Affairs (hereinafter referred to as the Secretariat). The Secretary of State for Foreign Affairs, or his designate, will act for the Government of Tunisia, and the Administrator of AID, or his designate, will act for AID.

(3) Upon receipt of an application which AID is prepared to consider, AID will inform the Secretariat of the identity of the applicant, the nature of the proposed business, the amount of the proposed loan, and the general purposes for which the loan proceeds would be expended.

(4) When AID is prepared to act favorably upon an application, it will so notify the Secretariat and will indicate the interest rate and the repayment period which would be used under the proposed loan. The interest rate will be similar to that prevailing in Tunisia on comparable loans, provided such rate is not lower than cost of funds to the United States Treasury

on comparable maturities, and the maturities will be consistent with the purposes of the financing.

(5) Within sixty days after the receipt of the notice that AID is prepared to act favorably upon an application, the Secretariat will indicate to AID whether or not it has any objection to the proposed loan. Unless within the sixty-day period AID has received such a communication from the Secretariat, it shall be understood that it has no objection to the proposed loan. When AID approves or declines the proposed loan it will notify the Secretariat.

(6) In the event the Tunisian dinars set aside for loans under Section 104 (e) of the Act are not advanced within three years from the date of this agreement because AID has not approved loans or because proposed loans have not been mutually agreeable to AID and the Secretariat, the Government of the United States of America may use the Tunisian dinars for any purpose authorized by Section 104 of the Act.

C. For a loan to the Government of Tunisia under Section 104 (g) of the Act for financing such projects to promote economic development, including projects not heretofore included in plans of the Government of Tunisia, as may be mutually agreed, 70 percent of the Tunisian dinars accruing pursuant to this agreement. The terms and conditions of the loan and other provisions will be set forth in a separate loan agreement. In the event that agreement is not reached on the use of the Tunisian dinars for loan purposes under Section 104 (g) of the Act within three years from the date of this agreement, the Government of the United States of America may use the Tunisian dinars for any purpose authorized by Section 104 of the Act.

ARTICLE III

DEPOSIT OF TUNISIAN DINARS

1. The Government of Tunisia will deposit to the account of the Government of the United States of America an amount of Tunisian dinars equivalent to the dollar sales value of the commodities financed by the Government of the United States of America converted into Tunisian dinars at the applicable rate of exchange in effect on the date of dollar disbursement by the Government of the United States of America.

(a) If a unitary exchange rate system is maintained by the Government of Tunisia, the applicable rate will be the rate at

which the central monetary authority of Tunisia or its authorized agent, sells foreign exchange for Tunisian dinars.

(b) If a unitary rate system is not maintained, the applicable rate will be the rate mutually agreed upon by the Government of the United States of America and the Government of Tunisia.

2. The Government of the United States of America shall determine which of its funds shall be used to pay any refunds of Tunisian dinars which become due under this agreement or which are due or become due under any prior agricultural commodities agreement. A reserve will be maintained under this agreement for two years from the effective date of this agreement which may be used for the payment of such refunds. Any payment out of this reserve shall be treated as a reduction in the total dinars accruing to the Government of the United States of America under this agreement.

ARTICLE IV

GENERAL UNDERTAKINGS

1. The Government of Tunisia will take all possible measures to prevent the resale or transshipment to other countries or the use for other than domestic purposes of the agricultural commodities purchased pursuant to this agreement (except where such resale, transshipment or use is specifically approved by the Government of the United States of America); to prevent the export of any commodity of either domestic or foreign origin which is the same as, or like, the commodities purchased pursuant to this agreement during calendar year 1966 or such longer period as commodities are being imported under the agreement (except where such export is specifically approved by the Government of the United States); and to ensure that the purchase of commodities pursuant to this agreement does not result in increased availability of the same or like commodities to nations unfriendly to the United States of America.

2. The two Governments will take reasonable precautions to assure that sales and purchases of agricultural commodities pursuant to this agreement will not displace usual marketings of the United States of America in these commodities or unduly disrupt world prices of agricultural commodities or normal patterns of commercial trade with friendly countries.

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 Tunisia will furnish quarterly: information on the progress of the program, particularly with respect to the arrival and condition of commodities and provisions for the maintenance of usual marketings, and information relating to imports and 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 Tunis, in duplicate this 30th day of July, 1966.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA

JAMES L. O'SULLIVAN

FOR THE GOVERNMENT OF TUNISIA

I. KHELIL

The American Chargé d'Affaires ad interim to the Tunisian Secretary of State for Foreign Affairs

EMBASSY OF THE UNITED STATES OF AMERICA
Tunis, July 30, 1966

No. 186

Excellency:

I have the honor to refer to the Agricultural Commodities Agreement between our two Governments signed today and to inform you of my Government's understanding of the following:

1. In expressing its agreement with the Government of the United States of America that deliveries of commodities under the agreement should not unduly disrupt world prices of agricultural commodities or impair trade relations among friendly nations, the Government of Tunisia agrees that it will procure and import from free world sources with its own resources as usual marketings, the following agricultural commodities in addition to those to be purchased under the terms of the agreement:

   a. During calendar year 1966, at least 3,700 bales of upland cotton, of which not less than 3,000 bales shall be purchased from the United States of America.

   b. During United States fiscal year 1967, at least 4,600 metric tons of edible oil and/or oilseeds in oil equivalent, of which not less than 1,200 metric tons shall be purchased from the United States of America.

   Usual marketing imports under the agreement shall be in addition to any shortfall of commercial import requirements for prior years under any other agricultural commodities agreement between our two Governments. If deliveries extend into a subsequent period, the level of usual marketing requirements for such period shall be determined at the time the request for extension of deliveries is made.

2. With regard to Article IV of the agreement:

   a. As it pertains to cotton, upland, it is understood that should the same or like commodities be exported in any calendar year during which Title I commodities are being imported, the Government of Tunisia shall be required to reimburse the Government of the United States of America in dollars for the equivalent value of such exports or make an offset purchase from the United States for dollars of an equivalent quantity by weight of the commodities exported. Such reimbursement or offset purchase shall be made not later than 60 days from the date that such exports take place. Reimbursement shall not be in excess of the total value of the commodities shipped under the agreement.

Should any product be exported that is processed from the same or like commodities as those being imported under the agreement, reimbursement or offset purchases would be required for an equivalent quantity by weight or value as specified above, of the commodity used to produce the process product. If the Government of Tunisia elects to reimburse the Government of the United States of America in dollars under this paragraph, the Government of the United States of America shall refund the equivalent Tunisian dinars to the Government of Tunisia.

b. As it pertains to edible oil, it is understood that Tunisia will limit exports of olive oil during United States fiscal year 1967 to 40,000 metric tons, of which not more than 4,000 metric tons would be to countries unfriendly to the United States.

3. With regard to paragraph 4 of Article IV of the agreement, the Government of Tunisia agrees to furnish quarterly the following information in connection with each shipment of commodities received under the agreement: the name of each vessel; the date of arrival; the port of arrival; the quantity received; the condition in which received; the date unloading was completed; and the disposition of the cargo, i.e., stored, distributed locally, or if shipped, where shipped. In addition, the Government of Tunisia agrees to furnish quarterly (a) a statement of measures it has taken to prevent the resale or transshipment of commodities, (b) assurances that the program has not resulted in increased availability of the same or like commodities to other nations and (c) a statement by the Government showing progress made toward fulfilling commitments on usual marketings. The Government of Tunisia further agrees that the above statements will be accompanied by statistical data on imports and exports by country of origin or destination of commodities which are the same as or like those imported under the agreement.

4. The Government of Tunisia agrees that Tunisian dinars received by the Government of the United States of America under the agreement may be deposited in interest-bearing accounts in banks in Tunisia selected by the Government of the United States of America.

5. The Government of Tunisia will provide, upon request of the Government of the United States of America, facilities for conversion into other non-dollar currencies of the following amounts of dinars: for purposes of section 104 (a) of the Act, $104,800 worth or two percent of the dinars accruing under the agreement as proceeds from sales and payments from 104 (g) loans (including principal and interest), whichever is greater, to finance agricultural market development activities in other countries; and for purposes of section 104 (h) of the Act and for purposes of

the Mutual Educational and Cultural Exchange Act of 1961,[1] up to $157,000 worth of dinars to finance educational and cultural exchange programs and activities in other countries.

6. The Government of the United States of America may utilize dinars in Tunisia to pay for travel which is part of a trip in which the traveler travels from, to or through Tunisia. It is understood that these funds are intended to cover only travel by persons who are traveling on official business for the Government of the United States of America or in connection with activities financed by the Government of the United States of America. It is further understood that the travel for which dinars may be utilized shall not be limited to services provided by Tunisian transportation facilities.
7. The Government of Tunisia agrees to designate an individual or agency in Tunisia with whom representatives of the United States of America may consult with regard to implementing all the provisions of the agreement.
8. The Government of Tunisia agrees to designate one or more persons in the United States to consult with representatives of the United States of America for purposes of orientation in connection with the implementation of the agreement.

I shall appreciate receiving your Excellency's confirmation of the above understanding.

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

JAMES L. O'SULLIVAN
Chargé d'Affaires ad interim

His Excellency
HABIB BOURGUIBA, JR.,
Secretary of State for
Foreign Affairs,
Tunis.

[1] 75 Stat. 527; 22 U.S.C. § 2451 note.

The Director of International Cooperation, Tunisian Secretariat of State for Foreign Affairs, to the American Chargé d'Affaires ad interim

RÉPUBLIQUE TUNISIENNE
SECRÉTARIAT D'ÉTAT
AUX AFFAIRES ÉTRANGÈRES

TUNIS, *July 30, 1966*

DEAR MR. O'SULLIVAN:

I have the honor to acknowledge receipt of your note, dated July 30, 1966, the terms of which are as follows:

"I have the honor to refer to the Agricultural Commodities Agreement between our two Governments signed today and to inform you of my Government's understanding of the following:

1. In expressing its agreement with the Government of the United States of America that deliveries of commodities under the agreement should not unduly disrupt world prices of agricultural commodities or impair trade relations among friendly nations, the Government of Tunisia agrees that it will procure and import from free world sources with its own resources as usual marketings, the following agricultural commodities in addition to those to be purchased under the terms of the agreement:

   a. During calendar year 1966, at least 3,700 bales of upland cotton, of which not less than 3,000 bales shall be purchased from the United States of America.

   b. During United States fiscal year 1967, at least 4,600 metric tons of edible oil and/or oilseeds in oil equivalent, of which not less than 1,200 metric tons shall be purchased from the United States of America.

   Usual marketing imports under the agreement shall be in addition to any shortfall of commercial import requirements for prior years under any other agricultural commodities agreement between our two Governments. If deliveries extend into a subsequent period, the level of usual marketing requirements for such period shall be determined at the time the request for extension of deliveries is made.

2. With regard to Article IV of the agreement:

   a. As it pertains to cotton, upland, it is understood that should the same or like commodities be exported in any calendar year during which Title I commodities are being imported, the Government of Tunisia shall be required to reimburse the Government of the United States of America in dollars for the equivalent value of such exports or make an offset purchase from the

United States for dollars of an equivalent quantity by weight of the commodities exported. Such reimbursement or offset purchase shall be made not later than 60 days from the date that such exports take place. Reimbursement shall not be in excess of the total value of the commodities shipped under the agreement.

Should any product be exported that is processed from the same or like commodities as those being imported under the agreement, reimbursement or offset purchases would be required for an equivalent quantity by weight or value as specified above, of the commodity used to produce the process product. If the Government of Tunisia elects to reimburse the Government of the United States of America in dollars under this paragraph, the Government of the United States of America shall refund the equivalent Tunisian dinars to the Government of Tunisia.

b. As it pertains to edible oil, it is understood that Tunisia will limit exports of olive oil during United States fiscal year 1967 to 40,000 metric tons, of which not more than 4,000 metric tons would be to countries unfriendly to the United States.

3. With regard to paragraph 4 of Article IV of the agreement, the Government of Tunisia agrees to furnish quarterly the following information in connection with each shipment of commodities received under the agreement: the name of each vessel; the date of arrival; the port of arrival; the quantity received; the condition in which received; the date unloading was completed; and the disposition of the cargo, i.e., stored, distributed locally, or if shipped, where shipped. In addition, the Government of Tunisia agrees to furnish quarterly (a) a statement of measures it has taken to prevent the resale or transshipment of commodities, (b) assurances that the program has not resulted in increased availability of the same or like commodities to other nations and (c) a statement by the Government showing progress made toward fulfilling commitments on usual marketings. The Government of Tunisia further agrees that the above statements will be accompanied by statistical data on imports and exports by country of origin or destination of commodities which are the same as or like those imported under the agreement.

4. The Government of Tunisia agrees that Tunisian dinars received by the Government of the United States of America under the agreement may be deposited in interest-bearing accounts in banks in Tunisia selected by the Government of the United States of America.

5. The Government of Tunisia will provide, upon request of the Government of the United States of America, facilities for conversion into other non-dollar currencies of the following amounts of dinars: for purposes of section 104 (a) of the Act, $104,800

worth or two percent of the dinars accruing under the agreement as proceeds from sales and payments from 104 (g) loans (including principal and interest), whichever is greater, to finance agricultural market development activities in other countries; and for purposes of section 104 (h) of the Act and for purposes of the Mutual Educational and Cultural Exchange Act of 1961, up to $157,000 worth of dinars to finance educational and cultural exchange programs and activities in other countries.

6. The Government of the United States of America may utilize dinars in Tunisia to pay for travel which is part of a trip in which the traveler travels from, to or through Tunisia. It is understood that these funds are intended to cover only travel by persons who are traveling on official business for the Government of the United States of America or in connection with activities financed by the Government of the United States of America. It is further understood that the travel for which dinars may be utilized shall not be limited to services provided by Tunisian transportation facilities.
7. The Government of Tunisia agrees to designate an individual or agency in Tunisia with whom representatives of the United States of America may consult with regard to implementing all the provisions of the agreement.
8. The Government of Tunisia agrees to designate one or more persons in the United States to consult with representatives of the United States of America for purposes of orientation in connection with the implementation of the agreement.

I shall appreciate receiving your Excellency's confirmation of the above understanding.

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

I have the honor to confirm the agreement of the Government of Tunisia to the above understanding.

Accept, Mr. Chargé d'Affaires, the renewed assurances of my very high consideration.

I. KHELIL

Mr. JAMES L. O'SULLIVAN,
Charge d'Affaires ad interim of the
Embassy of the
United States of America,
Tunis.

FEDERAL REPUBLIC OF GERMANY

Alien Amateur Radio Operators

Arrangement effected by exchange of notes
Signed at Bonn June 23 and 30, 1966;
Entered into force June 30, 1966.

The German Minister of Foreign Affairs to the American Ambassador [1]

DER BUNDESMINISTER
DES AUSWÄRTIGEN

BONN, *den 23. Juni 1966*

EXZELLENZ,

Ich beehre mich, auf Gespräche zwischen Vertretern unserer beiden Regierungen zurückzukommen und Ihnen namens der Regierung der Bundesrepublik Deutschland in Übereinstimmung mit Artikel 41 der internationalen Vollzugsordnung für den Funkdienst, Genf, 1959, folgende Vereinbarung vorzuschlagen:

1. Einer natürlichen Person, die von ihrer Regierung zur Errichtung und zum Betrieb einer Amateurfunkstelle zugelassen ist, wird von der anderen Regierung die Errichtung und der Betrieb einer solchen Funkstelle auf ihrem Hoheitsgebiet auf der Grundlage der Gegenseitigkeit und auf Grund einer besonderen Ermächtigung gestattet.
2. Bei der Erteilung der besonderen Ermächtigung kann die zuständige Verwaltungsbehörde der betreffenden Regierung von ihr als wünschenswert erachtete Bedingungen, einschließlich des Rechts auf jederzeitigen Widerruf zu jedem beliebigen Zeitpunkt vorschreiben.
3. Diese Vereinbarung gilt auch für das Land Berlin, sofern nicht die Regierung der Bundesrepublik Deutschland gegenüber der Regierung der Vereinigten Staaten von Amerika innerhalb von drei Monaten nach ihrem Inkrafttreten eine gegenteilige Erklärung abgibt.

Falls sich die Regierung der Vereinigten Staaten von Amerika mit den in den Nummern 1 bis 3 enthaltenen Vorschlägen einverstanden

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[1] For the English language translation, see *post*, p. 1121.

erklärt, beehre ich mich vorzuschlagen, daß diese Note und die das Einverständnis Ihrer Regierung zum Ausdruck bringende Antwortnote Eurer Exzellenz eine Vereinbarung zwischen unseren beiden Regierungen bilden soll, die mit dem Datum Ihrer Antwortnote in Kraft tritt und von jeder Regierung mit einer Frist von sechs Monaten schriftlich gekündigt werden kann.

Genehmigen Sie, Exzellenz, den Ausdruck meiner ausgezeichnetsten Hochachtung.

SCHRÖDER

Seiner Exzellenz
Herrn GEORGE C. MCGHEE
Botschafter der Vereinigten Staaten von Amerika
Bad Godesberg

The American Ambassador to the German Minister of Foreign Affairs

EMBASSY OF THE
UNITED STATES OF AMERICA
Bonn, June 30, 1966.

No. 259

EXCELLENCY:

I have the honor to acknowledge the receipt of your Note of June 23, 1966, the agreed translation of which reads as follows:

"I have the honor to refer to conversations between representatives of our two Governments and to propose to you on behalf of the Government of the Federal Republic of Germany and in accordance with the provisions of Article 41 of the international Radio Regulations, Geneva, 1959,[1] that the following Arrangement be concluded:

"1. A natural person who is licensed by his Government to install and to operate an amateur radio station shall be permitted by the other Government, on a reciprocal basis and by means of a special authorization, to install and to operate such station in the territory of such other Government.

"2. In issuing the special authorization, the appropriate administrative agency of the Government concerned may prescribe terms and conditions which it may deem desirable, including the right of cancelation at any time.

"3. This Arrangement shall also apply to Land Berlin, provided that the Government of the Federal Republic of Germany has not made a contrary declaration to the Government of the United States of America within three months from the date of entry into force of this Arrangement.

[1] TIAS 4893; 12 UST 2633.

"If the Government of the United States of America agrees to the proposals contained in numbers 1 to 3 above, I have the honor to suggest that this Note and Your Excellency's reply thereto expressing the agreement of your Government shall constitute an Arrangement between our two Governments, to enter into force on the date of your Note in reply and to be subject to termination by either Government giving six months' notice, in writing, of its intention to terminate."

I have the honor to inform you that the Government of the United States of America agrees both to the proposals contained in numbered paragraphs 1 to 3 of your Note and to your suggestion contained in the last paragraph.

Accept, Excellency, the assurance of my highest consideration.

GEORGE C. MCGHEE

His Excellency
GERHARD SCHROEDER,
Minister of Foreign Affairs,
Bonn.

FRANCE

Satellite-Balloon Meteorological Research (Project EOLE)

Agreement effected by exchange of notes
Signed at Washington June 16 and 17, 1966;
Entered into force June 17, 1966.
With memorandum of understanding and exchange of letters between the French Centre National d'Etudes Spatiales and the United States National Aeronautics and Space Administration
Signed at Paris and Washington May 27, 1966, and May 11 and 27, 1966.

The French Ambassador to the Secretary of State

AMBASSADE DE FRANCE
AUX ETATS-UNIS

WASHINGTON, LE *16 Juin 1966.*

MONSIEUR LE SECRÉTAIRE D'ETAT,

J'ai l'honneur de me référer à la coopération en matière spatiale entre nos deux pays et, en particulier, aux excellents résultats du projet FR-1, dûs aux efforts communs du Centre National d'Etudes Spatiales (CNES) et de la National Aeronautics and Space Administration (NASA).

Récemment, le CNES et la NASA ont signé un Protocole, en date du 27 Mai 1966, établissant un second projet commun FR-2, ou projet EOLE, pour développer des techniques de satellites et de ballons nécessaires à l'étude des phénomènes météorologiques à l'échelle du globe. Ce Protocole a été complété par un échange de lettres entre les deux organismes, datées des 11 et 27 Mai 1966, et qui contiennent des dispositions complémentaires relatives au projet EOLE. Ces deux instruments spécifient que leurs dispositions doivent être confirmées par nos deux Gouvernements au moyen d'un échange de notes.

J'ai donc l'honneur de vous faire savoir que mon Gouvernement confirme les dispositions dudit Protocole et des lettres additionnelles. Si le Gouvernement des Etats-Unis est aussi d'accord pour confirmer les dispositions des deux instruments en question, j'ai l'honneur de proposer que ma note et votre note en réponse constituent un accord

entre nos deux Gouvernements qui entrera en vigueur à la date de votre réponse.

Veuillez agréer, Monsieur le Secrétaire d'Etat, l'assurance de ma très haute considération.

CHARLES LUCET

Charles Lucet
Ambassadeur de France aux Etats-Unis.

The Honorable DEAN RUSK
Secretary of State

Translation

16 JUNE 1966

MR. SECRETARY,

I have the honor to refer to the cooperation on space matters between our two countries and, in particular, the excellent results of the scientific satellite FR-1 project arising from the joint efforts of the Centre National d'Etudes Spatiales (CNES) and the National Aeronautics and Space Administration (NASA).

Recently, the Centre National d'Etudes Spatiales (CNES) and the National Aeronautics and Space Administration (NASA) signed a Memorandum of Understanding dated May 27, 1966 [1] regarding a second cooperative satellite project FR-2 and designated "Project EOLE", for the development of satellite and balloon techniques for the study of meteorological phenomena on a global scale. This was supplemented by an exchange of letters between the two agencies dated May 11 and 27, 1966, [2] which contained additional provisions regarding Project EOLE. Both instruments provided that their provisions shall be further confirmed by our two Governments by an exchange of notes.

I now have the honor to inform you that my Government confirms the provisions of the said Memorandum of Understanding and the supplemental exchange of letters. If the Government of the United States also agrees to confirm the provisions of the two instruments in question I have the honor to propose that my note and your note in reply to that effect shall constitute an agreement between our two Governments which shall enter into force on the date of your reply.

Accept, Sir, the assurances of my highest consideration.

CHARLES LUCET

Charles Lucet
Ambassador of France to the United States

The Honorable DEAN RUSK
Secretary of State

[1] *Post*, p. 1126.

[2] *Post*, pp. 1132, 1134.

The Secretary of State to the French Ambassador

DEPARTMENT OF STATE
WASHINGTON
June 17, 1966

EXCELLENCY:

I have the honor to refer to your note of June 16, 1966, regarding the cooperative satellite-balloon project designated "Project EOLE" conducted by the National Aeronautics and Space Administration (NASA) and the Centre National d'Etudes Spatiales (CNES) for the development of satellite and balloon techniques and instrumentation for the study of meteorological phenomena on a global scale.

The Government of the United States also expressly confirms the provisions of the Memorandum of Understanding dated May 27, 1966, and the supplemental exchange of letters dated May 11 and 27, 1966, referred to in your note, and agrees with your proposal that your note and my note in reply, together with the said Memorandum of Understanding and supplemental exchange of letters, shall constitute an agreement between our two Governments regarding Project EOLE, which shall enter into force on the date of this note.

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

For the Secretary of State:

U. ALEXIS JOHNSON

His Excellency
CHARLES LUCET,
Ambassador of the French Republic.

MEMORANDUM OF UNDERSTANDING BETWEEN THE FRENCH CENTRE NATIONAL D'ETUDES SPATIALES (CNES) AND THE UNITED STATES NATIONAL AERONAUTICS AND SPACE ADMINISTRATION

I The National Center for Space Studies (CNES) and the National Aeronautics and Space Administration (NASA), desiring to pursue the fruitful cooperation developed within the framework of the FR-1 program, affirm that it is in their mutual interest to carry out, on a timely basis, a second cooperative satellite project to develop satellite and balloon techniques and instrumentation for the study of meteorological phenomena on a global scale, particularly the characteristics and movements of air masses.

II It is hoped that these experiments will result in the launching into an earth orbit of an experimental "Eole" satellite which would gather meteorological data acquired by constant level balloons. It is contemplated that the project will initially be divided into two phases. The second will be undertaken only on condition that the first will have demonstrated in a mutually satisfactory fashion that the system is practicable from both a technical and scientific point of view. A third phase may follow if the two agencies, during the execution of the second phase, agree that it is in their mutual interest to proceed with the third phase.

First phase–The first phase would include:

a. The design, development, and fabrication of a balloon transponder, including sensors, power supply and antennas, of prototype weight and configuration.

b. The design, development, and fabrication of a breadboard model of those satellite electronic systems which interface directly with the transponder.

c. A feasibility demonstration of the system developed in a. and b., above, by means of a balloon-to-ground experiment or, if this is not practicable, an aircraft-to-ground demonstration.

Second phase–A scientific satellite (Eole/FR-2) designed to gather data acquired by constant level balloons in the southern hemisphere, will be launched into an earth orbit using a Scout launching vehicle.

Third phase–During the course of the project both parties will study, on a continuing basis, the state of the relevant science and technology with a view toward the development of improved satellite and balloon instrumentation. If, as a result of these studies, it should appear mutually advantageous to do so, the parties will consider use of an additional Scout

vehicle to launch a satellite incorporating such improved instrumentation.

III CNES shall, in general, assume responsibility for the following:

1. Design, fabrication, testing, and launching of the balloons and balloon payloads.
2. Design, fabrication, testing, and delivery to the launch site of two flight qualified spacecraft for each scheduled launching.
3. Spacecraft ground check-out and launch support equipment.
4. Tracking of the satellite, and acquisition, reduction and analysis of scientific data during all phases of the program.
5. Provision to NASA of technical consultation and technical data as appropriate.

IV NASA shall, in general, assume the following responsibilities:

1. Provision of a Scout launching vehicle with back-up for the second phase and, possibly, for the third phase, including heat shields and spacecraft tie-down and separation mechanisms.
2. Launching of the satellite for the second phase and, possibly, the third phase.
3. Such training of French personnel in CNES areas of responsibility as may be required and as may be mutually agreed.
4. Provision to CNES of technical consultation and technical data as appropriate.
5. Provision of technical assistance in spacecraft testing, including final acceptance testing, and back-up facilities, as required.
6. Assistance in acquisition of portions of the data in real time, if necessary, and as may be accommodated within the limitations of NASA operational requirements.
7. Participation, along with CNES, in analysis of the results.

V Final determination of the readiness of flight spacecraft for launching will be a joint CNES/NASA responsibility.

VI It is understood that this program is experimental in character and, therefore, subject to change by mutual agreement on the basis of the results of the first phase and other technical requirements.

VII No exchange of funds is contemplated between the two cooperating agencies. Each agency will bear the cost of discharg-

ing its respective responsibilities, including travel and subsistence of its own personnel and transportation charges on all equipment for which it is responsible.

VIII Each agency will designate a single Project Manager who will be responsible for coordinating the agreed functions and responsibilities of each agency with respect to the other. The Project Managers will be Co-Chairmen of a Joint Working Group, whose members will be designated by CNES and NASA. This group will be the principal instrument for assuring the execution of the project and for keeping both sides continuously informed of project status at each stage. Each agency will also designate a Project Scientist responsible for assuring close liaison with his counterparts in the other agency in connection with the planning of the scientific experiment and data reduction and analysis.

IX Taking into account the advantages which will be offered by compatibility between Eole and the Interrogation, Recording, and Location System (IRLS) of NASA, both of which are steps toward a global horizontal meteorological observation system, both parties will continue to actively study the possibility of achieving such compatibility.

X The scheduling of the project shall be as mutually agreed.

XI The results of the planned experiments will be made freely available to the world scientific community.

XII It is hoped that the development of the experiments contemplated above will provide the basis for continuing contacts between CNES and NASA, and that opportunities for future space science projects of mutual interest might thus arise.

XIII This Memorandum is conditioned upon an exchange of notes between the two governments confirming its provisions. It shall enter into force on the date of this exchange of notes.

For the French Centre National d'Etudes Spatiales	For the National Aeronautics and Space Administration
J COULOMB	ROBERT C. SEAMANS JR.

Date May 27 1966

PROTOCOLE D'ACCORD ENTRE LE CENTRE NATIONAL D'ETUDES SPATIALES ET LA NATIONAL AERONAUTICS AND SPACE ADMINISTRATION

I.–Le Centre National d'Etudes Spatiales (CNES) et la National Aeronautics and Space Administration (NASA), désirant poursuivre la coopération fructueuse qui s'est développée à l'occasion du programme FR–1, affirment qu'il est de leur intérêt mutuel d'effectuer, en temps opportun, un deuxième programme de collaboration sur un satellite, afin de mettre au point les techniques et les équipements des satellites et des ballons destinés à étudier des phénomènes d'ordre météorologique, à l'échelle mondiale (notamment les caractéristiques et le mouvement des masses d'air.)

II.–Les deux parties souhaitent que ces expériences aboutissent au lancement sur une orbite terrestre, d'un satellite expérimental "EOLE" qui recueillerait les données météorologiques acquises par des ballons à plafond constant. Il est prévu au départ de diviser le programme en deux phases; la deuxième ne serait entreprise qu'à condition que la première ait démontré de façon mutuellement satisfaisante que le système est réalisable tant sur le plan technique que scientifique. Une troisième phase pourrait succéder si les deux organismes, au cours de l'éxécution de la deuxième phase, conviennent qu'il est de leur intérêt mutuel de procéder à la troisième phase.

Première phase: La première phase comprendrait:

(a) l'étude, la mise au point et la fabrication d'un répondeur pour ballons, y compris les détecteurs, l'alimentation et les antennes dans le poids et la configuration d'un prototype.

(b) l'étude, la mise au point et la fabrication d'un modèle sur table des systèmes électroniques du satellite en liaison directe avec le répondeur

(c) une démonstration du fonctionnement du système mis au point aux chapitres (a) et (b) ci-dessus, au moyen d'une expérience ballon-sol, ou en cas d'impossibilité, une démonstration avion-sol.

Deuxième phase: Un satellite scientifique (EOLE/FR–2) destiné à recueillir les données acquises par des ballons à plafond constant dans l'hémisphère Sud, sera lancé sur une orbite terrestre à l'aide d'une fusée SCOUT.

Troisième phase: Au cours de l'exécution de ce programme, les deux parties étudieront, de façon suivie, l'état des connaissances scientifiques et technologiques dans ce domaine en vue de mettre au point une expérimentation améliorée

pour satellite et ballons. Si à la suite de ces études l'intérêt mutuel semblait le justifier, les parties envisageraient l'utilisation d'un véhicule SCOUT supplémentaire pour lancer un satellite incorporant cette expérimentation améliorée.

III.–Le CNES assumera, d'une manière générale, les responsabilités suivantes:

1.–étude, fabrication, essais et lancements des ballons et de leur équipement

2.–étude, fabrication, essais et fourniture au champ de tir pour chaqué lancement prévu, de deux satellites qualifiés pour le vol

3.–équipement de contrôle pour les vérifications avant le tir et matériel de servitude pour le tir

4.–poursuite du satellite, et recueil, dépouillement et analyse des données scientifiques pendant toutes les phases du programme

5.–fourniture à la NASA de conseils et de renseignements techniques s'il y a lieu.

IV.–La NASA assumera, d'une manière générale, les responsabilités suivantes:

1.–fourniture d'une fusée SCOUT avec fusée de rechange, dans le cadre de la deuxième phase et, éventuellement, de la troisième phase, y compris écrans thermiques et dispositifs pour attacher et séparer le satellite

2.–lancement du satellite dans le cadre de la deuxième phase et, éventuellement, de la troisième phase

3.–entraînement du personnel français qui pourrait s'avérer nécessaire dans les secteurs relevant de la responsabilité du CNES, dans la mesure où les deux parties en sont d'accord

4.–fourniture au CNES de conseils et de renseignements techniques, s'il y a lieu

5.–fourniture d'assistance technique pour les essais du satellite (y compris les essais de recette définitive) et d'installations de secours le cas échéant.

6.–assistance pour recueillir une partie des données en temps réel, si ce recueil est nécessaire, et suivant les disponibilités de la NASA, compte tenu des limitations imposées par ses propres nécessités opérationnelles.

7.–participation en collaboration avec le CNES à l'analyse des résultats.

V.–La décision finale concernant la qualification des modèles de vol pour le lancement sera une responsabilité commune CNES/NASA.

VI.–Il est entendu que ce programme est de nature expérimentale et, par conséquent, susceptible d'être modifié par entente mutuelle, en fonction des résultats de la première phase et d'autres impératifs techniques.

VII.–Aucun échange de fonds n'est prévu entre les deux organismes participants. Chaque organisme supporte les frais entraînés par l'éxécution des tâches dont il a assumé la responsabilité, y compris le transport et la subsistance de son propre personnel et les frais de transport pour tous les matériels dont il est responsable.

VIII.–Chaque organisme désigne un responsable unique du programme (Project Manager) qui est chargé de coordonner les fonctions et les responsabilités de chaque organisme vis-à-vis de l'autre. Ces responsables sont co-présidents d'un groupe de travail commun, dont les membres sont nommés par le CNES et la NASA. Ce groupe est l'instrument principal d'éxécution du programme et tient les deux parties constamment informées de son état d'avancement au fur et à mesure des étapes. Chaque organisme désignera également un scientifique pour le programme (Project Scientist), chargé d'assurer une liaison étroite avec ses homologues de l'autre organisme pour les questions de planification de l'expérience scientifique et de dépouillement et d'analyse des données.

IX.–Compte tenu des avantages que présenterait la compatibilité entre "EOLE" et le système d'interrogation, d'enregistrement et de localisation (IRLS) de la NASA, qui sont tous deux des étapes vers un système mondial d'observation météorologique, les deux parties continueront à étudier activement la possibilité de parvenir à une telle compatibilité.

X.–Le calendrier du programme est approuvé par les deux parties.

XI.–Les résultats des expériences prévues seront mis à la libre disposition de la communauté scientifique mondiale.

XII.–Les deux parties souhaitent que le développement des expériences projetées ci-dessus donne la base de continuité des contacts entre le CNES et la NASA et que des possibilités de futurs projets de science spatiale d'intérêt mutuel puissent ainsi se réveler.

XIII.–Ce protocole est conclu sous réserve d'un échange de notes entre les deux gouvernements qui en confirmera les dispositions. Il entrera en vigueur à la date de cet échange de notes.

Pour le Centre National d'Etudes spatiales français

J Coulomb

Pour la National Aeronautics and Space Administration américaine

[Exchange of Letters]

CENTRE NATIONAL
D'ÉTUDES SPATIALES

129, RUE DE L'UNIVERSITÉ – VII E
TÉL. : 468-49-39 ET 705-97-89

N° 05817 CNES/RE/AI

PARIS, LE *11 Mai 1966*

DEAR MR. FRUTKIN,

I refer to the Memorandum of Understanding between the Centre National d'Etudes Spatiales (CNES) and the National Aeronautics and Space Administration (NASA) concerning the Project EOLE for the development of satellite and balloon techniques and instrumentation to study meteorological phenomena on a global scale.

In addition to the provisions contained in the above Memorandum of Understanding, CNES agrees to undertake responsability to conduct appropriate studies and tests to determine whether balloons might constitute a potential hazard to air navigation. In the light of the results of these studies and tests, experience and other available data, CNES and the United States side shall consult, and, when necessary, determine any measures that may be required in relation to Project EOLE.

CNES also accepts sole responsibility for the express or implied consent of countries over whose territory balloon overfliths may be expected and for the issuance of notifications regarding balloon flights. In this connection CNES and the United States side will consult and, when necessary, determine any measures that may be required.

CNES will assume full responsibility for any claims against either party for any damage to property and injury to persons caused by the balloons of Project EOLE.

As in the case of the Memorandum of Understanding the provisions of this letter will also be confirmed by the exchange of notes between our two governments.

We would appreciate your confirmation regarding the points mentioned above.

Sincerely yours,

J COULOMB
Le Président du C.N.E.S.

Mr. ARNOLD W. FRUTKIN
Assistant Administrator
for International Affairs
National Aeronautics and Space
Administration
400 Maryland Avenue, S.W
Washington, D.C 20546

CENTRE NATIONAL
D'ÉTUDES SPATIALES

129, RUE DE L'UNIVERSITÉ - VII E
TÉL.: 468-49-39 ET 705-97-89

N° 05817 CNES/RE/AI

PARIS, LE *11 Mai 1966*

CHER MONSIEUR FRUTKIN,

Je me réfère au Protocole d'Accord entre le Centre National d'Etudes Spatiales (CNES) et la National Aeronautics and Space Administration (NASA) relatif au programme EOLE pour la mise au point des techniques et des équipements de satellites et de ballons destinés à étudier des phénomènes d'ordre météorologique à l'échelle mondiale.

Outre les dispositions prévues aux termes de ce Protocole d'Accord, le CNES se chargera des études et des essais visant à déterminer si des ballons pourraient constituer un danger possible pour la navigation aérienne. A la lumière des résultats de ces études et de ces essais, de l'expérience acquise, ainsi que des autres renseignements dont ils disposeront, le CNES et les responsables du côté américain se consulteront et décideront, le cas échéant, des mesures qui pourraient s'avérer nécessaires dans le cadre du Programme EOLE.

Le CNES accepte également l'entière responsabilité en ce qui concerne le consentement explicite ou tacite des états dont le territoire pourrait être survolé par les ballons. Il se chargera également de publier les avis concernant les vols de ballons. A ce sujet, le CNES et les responsables du côté américain se consulteront et, le cas échéant, décideront des mesures qui pourraient s'avérer nécessaires.

Le CNES accepte l'entière responsabilité pour toute réclamation qui serait présentée à l'une ou l'autre des parties en raison des dommages occasionnés aux personnes et aux biens par les ballons du Programme EOLE.

Comme dans le cas du Protocole d'Accord, les dispositions de cette lettre seront également confirmées par un échange de Notes entre nos deux Gouvernements.

Nous serions heureux de recevoir de votre part la confirmation de ce qui précède.

Je vous prie de croire, Cher Monsieur FRUTKIN, à l'assurance de ma considération distinguée.

J COULOMB
Le Président du C.N.E.S.

Monsieur ARNOLD W. FRUTKIN
Assistant Administrator for
International Affairs
National Aeronautics and Space
Administration
400, Maryland Avenue S.W
Washington, D.C 20 546

NATIONAL AERONAUTICS AND SPACE ADMINISTRATION
WASHINGTON 25, D.C.

IN REPLY REFER TO: I/CP

MAY 27 1966

Professor JEAN COULOMB
Le President du Centre National
d'Etudes Spatiales
129, Rue de l'Universite
Paris VII, France

DEAR PROF. COULOMB:

This is in response to your letter No. 05817 of May 11, 1966 supplementing the Memorandum of Understanding between CNES and NASA concerning the Eole Project.

We are pleased to confirm that NASA agrees to the provisions set forth in your letter with respect to the balloon hazard, liability, and overflight aspects of the Eole Project.

We agree that your letter and this reply will, like the Memorandum of Understanding, be subject to an exchange of notes between our two governments.

Sincerely yours,

ARNOLD W. FRUTKIN

Arnold W. Frutkin
Assistant Administrator
for International Affairs

TIAS 6069

PORTUGAL

Trade in Cotton Textiles

Agreement amending the agreement of March 12, 1964.
Effected by exchange of notes
Signed at Washington August 17, 1966;
Entered into force August 17, 1966.

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

DEPARTMENT OF STATE
WASHINGTON
August 17, 1966

SIR:

I refer to discussions between representatives of our two Governments concerning exports of cotton textiles from Portugal to the United States and to the cotton textile agreement between our two Governments effected by an exchange of notes dated March 12, 1964.[1]

In view of the special circumstances discussed by the representatives of our two Governments, I propose that, on a one-time basis, 4,000,000 pounds of yarn may be exported from Portugal to the United States during the period beginning July 1, 1966 and extending through December 31, 1966, without being charged against the limitations specified in paragraphs 2 and 3 of the agreement.

If this proposal is acceptable to the Government of Portugal, this note and your note of acceptance on behalf of the Government of Portugal shall constitute an amendment to the cotton textile agreement between our two Governments.

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

For the Secretary of State:
EDWARD R. FRIED

The Honorable
J. DE MENEZES ROSA
Chargé d'Affaires ad interim
of Portugal.

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[1] TIAS 5741; 15 UST 2479.

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

PORTUGUESE EMBASSY
WASHINGTON
August 17, 1966

EXCELLENCY:

I have the honor to acknowledge the receipt of Your Excellency's note which I quote hereon:

"I refer to discussions between representatives of our two Governments concerning exports of cotton textiles from Portugal to the United States and to the cotton textile agreement between our two Governments effected by an exchange of notes dated March 12, 1964.

In view of the special circumstances discussed by the representatives of our two Governments, I propose that, on a one-time basis, 4,000,000 pounds of yarn may be exported from Portugal to the United States during the period beginning July 1, 1966 and extending through December 31, 1966, without being charged against the limitations specified in paragraphs 2 and 3 of the agreement.

If this proposal is acceptable to the Government of Portugal, this note and your note of acceptance on behalf of the Government of Portugal shall constitute an amendment to the cotton textile agreement between our two Governments."

On behalf of the Portuguese Government I have the honor to inform that the proposal, as contained in the second paragraph of Your Excellency's note, is acceptable to the Government of Portugal, and my government also considers that this note and Your Excellency's note consititute an amendment to the cotton textile agreement between our two Governments.

I avail myself of this opportunity to present to Your Excellency the assurances of my highest consideration.

J. DE MENEZES ROSA

J. de Menezes Rosa
Chargé d'Affaires ad interim

The Honorable
DEAN RUSK
Secretary of State

TIAS 6070

SAUDI ARABIA

Television System in Saudi Arabia

Agreement extending the agreement of December 9, 1963, and January 6, 1964.
Effected by exchange of notes
Signed at Jidda June 27 and July 30, 1966;
Entered into force July 30, 1966.

The Saudi Arabian Deputy Minister of Foreign Affairs to the American Chargé d'Affaires ad interim [1]

المملكة العربية السعودية
وزارة الخارجية

الرقم ٠٠ ٨٠٧/١/٢/٩٠
التاريخ ٨٣/٨/٢١
الموافق ٠
المرفقات

ياصاحب السعاده

الحاقا بكتابي رقم ٨٠٧/١/٢/٩٠/ب وتاريخ ٨٣/٨/٢١ الموافق ٦٤/١/٦ المبرمة بموجبه اتفاقية انشاء شبكة تليفونيه في المملكه العربيه السعوديه والتي ينتهي مفعولها في ٣٠ يوليه ١٩٦٦م٠

أود ان اوضح لسعادتكم انه نظرا لعدم الانتهاء من بعض المشاريع الخاصة بالتليفون فان حكومة صاحب الجلاله بناءا علي المادة العاشرة من تلك الاتفاقيه ترغب تجديد الاتفاقيه المشار اليها لمدة ثلاثين آخرين تنتهي في ٣٠ يوليه ١٩٦٨م وبموجب بنود الاتفاقيه المشار اليها ٠

ارجو ان اتلقي من سعادتكم مايفيد ذلك ٠٠

وانتهز هذه الفرصه لاعرب لكم عن تأكيدات فائق تقديري ٠٠٠

عمر السقاف

ن/ه

وكيل وزارة الخارجيه

الي سعادة المستر فالكون وليامز سيلي
القائم باعمال سفارة الولايات المتحده الاميركيه
جده

[1] For the English language text see *post*, p. 1139.

The American Ambassador to the Saudi Arabian Deputy Minister of Foreign Affairs

EMBASSY OF THE
UNITED STATES OF AMERICA
Jidda, July 30, 1966

No. 43

EXCELLENCY:

I have the honor to refer to Your Excellency's note No. 87/1/1/3387/2 of June 27, 1966, which reads in English as follows:

"Excellency:

Further to my letter No. 90/2/1/807/B of 21/8/1383 H. (1/6/64) [1] under which an Agreement was concluded for the construction of a television network in the Saudi Arabian Kingdom (which agreement) will expire on July 30, 1966.

I wish to make clear to Your Excellency that, owing to the fact that certain plans relating to the television have not been completed, His Majesty's Government, pursuant to Article 10 of the Agreement, would like to renew it for a further period of two years expiring on July 30, 1968, in accordance with the terms of the aforementioned Agreement.

I look forward to receiving from Your Excellency confirmation of this. I take this opportunity to express to you the assurances of my best regards."

I have the honor to confirm that the Government of the United States of America agrees to extend the Agreement effected by an exchange of Notes signed at Jidda on December 9, 1963 and January 6, 1964, [1] for the period specified in Your Excellency's Note.

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

HERMANN FREDERICK EILTS

His Excellency
OMAR SAKKAF,
Deputy Minister of Foreign Affairs,
Jidda

[1] TIAS 5659; 15 UST 1864.

CANADA

Loan of Additional Long Range Aid to Navigation (LORAN–A) Equipment

Agreement effected by exchange of notes Signed at Ottawa April 19 and July 28, 1966; Entered into force July 28, 1966.

The American Chargé d'Affaires ad interim to the Canadian Secretary of State for External Affairs

No. 353 OTTAWA, *April 19, 1966.*

SIR:

I have the honor to refer to the Agreement between our two Governments effected by an exchange of notes dated June 7 and 8, 1965 concerning the loan of Long Range Aid to Navigation (LORAN–A) equipment by the United States Coast Guard to the Canadian Department of Transport for use at Canadian LORAN–A stations. [1]

It has since developed that the United States Coast Guard is prepared to make available the following additional equipment, which I understand the Canadian Department of Transport will accept, for the further modernization of the LORAN–A stations in question under the same understandings and conditions as set forth in the 1965 Agreement mentioned above:

Twelve (12) Automatic Synchronizers (SN–108).

If the foregoing is acceptable to the Government of Canada, I have the honor to propose that this note and your note in reply to that effect shall constitute a further agreement between our two Governments regarding this matter effective from the date of your reply, and which shall remain in force for the duration of the original 1965 Agreement cited above.

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

J W SCOTT

Joseph W. Scott
Charge d'Affaires ad interim

The Honorable
PAUL MARTIN,
Secretary of State for External Affairs,
Ottawa.

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[1] TIAS 5817; 16 UST 824.

The Canadian Secretary of State for External Affairs to the American Ambassador

THE SECRETARY OF STATE FOR EXTERNAL AFFAIRS
CANADA

No. E-2294

Ottawa, July 28, 1966

EXCELLENCY,

I have the honour to refer to your Note 353 of April 19, 1966, concerning the loan by the United States Coast Guard to the Department of Transport of the long-range navigational aids equipment described in your Note.

The Government of Canada is pleased to accept this offer on the basis of the terms and conditions set out in the exchange of notes of June 7 and 8, 1965. I have the honour, therefore, to concur in your proposal that your Note and this reply shall constitute an Agreement between our two Governments on this matter effective from the date of this reply.

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

PAUL MARTIN

His Excellency W. WALTON BUTTERWORTH,
Ambassador of the United States of America,
100 Wellington Street,
Ottawa.

BELGIUM

Double Taxation: Taxes on Income

Protocol modifying and supplementing the convention of October 28, 1948, as amended by the supplementary conventions of September 9, 1952, and August 22, 1957.
Signed at Brussels May 21, 1965;
Ratification advised by the Senate of the United States of America October 22, 1965;
Ratified by the President of the United States of America November 22, 1965;
Ratified by Belgium July 29, 1966;
Ratifications exchanged at Washington August 29, 1966;
Proclaimed by the President of the United States of America September 2, 1966;
Entered into force August 29, 1966.
With exchange of notes
Dated at Brussels September 27 and November 19, 1965.

BY THE PRESIDENT OF THE UNITED STATES OF AMERICA

A PROCLAMATION

WHEREAS a protocol modifying and supplementing the convention between the United States of America and Belgium, for the avoidance of double taxation and the prevention of fiscal evasion with respect to taxes on income, signed at Washington on October 28, 1948, [1] as amended by the supplementary conventions, signed at Washington on September 9, 1952, [1] and on August 22, 1957, [2] was signed at Brussels on May 21, 1965 by the respective Plenipotentiaries of the two countries, the original of which protocol, in the English, French, and Dutch languages, is word for word as follows:

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[1] TIAS 2833; 4 UST 1647, 1672.
[2] TIAS 4280; 10 UST 1358.

PROTOCOL

MODIFYING AND SUPPLEMENTING THE CONVENTION BETWEEN THE UNITED STATES OF AMERICA AND BELGIUM, FOR THE AVOIDANCE OF DOUBLE TAXATION AND THE PREVENTION OF FISCAL EVASION WITH RESPECT TO TAXES ON INCOME, SIGNED AT WASHINGTON ON OCTOBER 28, 1948, AS AMENDED BY THE SUPPLEMENTARY CONVENTIONS, SIGNED AT WASHINGTON ON SEPTEMBER 9, 1952 AND ON AUGUST 22, 1957.

PROTOCOLE

MODIFIANT ET COMPLETANT LA CONVENTION ENTRE LES ETATS-UNIS D'AMERIQUE ET LA BELGIQUE, POUR EVITER LA DOUBLE IMPOSITION ET EMPECHER L'EVASION FISCALE EN MATIERE D'IMPOTS SUR LE REVENU, SIGNEE A WASHINGTON LE 28 OCTOBRE 1948, TELLE QU'ELLE A ETE AMENDEE PAR LES CONVENTIONS COMPLEMENTAIRES SIGNEES A WASHINGTON LE 9 SEPTEMBRE 1952 ET LE 22 AOUT 1957.

PROTOCOL

TOT WIJZIGING EN AANVULLING VAN DE TE WASHINGTON OP 28 OKTOBER 1948 TUSSEN DE VERENIGDE STATEN VAN AMERIKA EN BELGIE ONDERTEKENDE OVEREENKOMST TER VOORKOMING VAN DUBBELE BELASTING EN TER VERMIJDING VAN FISCALE ONTDUIKING INZAKE INKOMSTENBELASTINGEN, ZOALS ZIJ WERD GEWIJZIGD DOOR DE AANVULLENDE OVEREENKOMSTEN TE WASHINGTON ONDERTEKEND OP 9 SEPTEMBER 1952 EN 22 AUGUSTUS 1957.

THE PRESIDENT OF THE UNITED STATES OF AMERICA
AND
HIS MAJESTY THE KING OF THE BELGIANS,

DESIRING to modify and supplement in certain respects the Convention for the avoidance of double taxation and the prevention of fiscal evasion with respect to taxes on income, signed at Washington on October 28, 1948, as amended by the supplementary Conventions, signed at Washington on September 9, 1952 and on August 22, 1957,

HAVE DECIDED, primarily for the purpose of permitting its application as soon as possible to the taxes instituted by the Belgian law of November 20, 1962, to conclude a Protocol for that purpose and have appointed as their respective Plenipotentiaries:

THE PRESIDENT OF THE UNITED STATES OF AMERICA:

John M. McSWEENEY,
Chargé d'Affaires a.i. of the United States of America;

HIS MAJESTY THE KING OF THE BELGIANS:

Paul Henri SPAAK,
Minister for Foreign Affairs;

WHO, having communicated to each other their full powers, found in good and due form, have agreed as follows:

ARTICLE I.

The provisions of the Convention between the United States of America and Belgium, signed at Washington on October 28, 1948, as previously amended, are hereby modified and supplemented as follows:

(1) In Article I, paragraph (1) (b) is replaced by the following:

(b) In the case of Belgium:

(i) The individual income tax (l'impôt des personnes physiques);

(ii) The corporate income tax (l'impôt des sociétés);

(iii) The income tax on legal entities (l'impôt des personnes morales);

(iv) The income tax on nonresidents (l'impôts des non-résidents);

(v) The prepayments (précomptes) and additional prepayments (compléments de précomptes) relating to the taxes referred to in (i) through (iv); and

(vi) The proportional taxes (centimes additionnels) supplementing each of the taxes referred to in (i) through (v) above including the communal supplement to the individual income tax (taxe communale additionnelle à l'impôt des personnes physiques).

(2) In Article II (1)(a), the following words are deleted: ", the Territories of Alaska and of Hawaii,".

(3) In Article VIII, paragraph (2) is replaced by the following:

(2) The rate of Belgian tax on dividends derived from sources within Belgium by a resident, corporation or other entity of the United States not having a permanent establishment within Belgium with respect to shares held in registered form for the period of 12 months immediately preceding the date on which such dividends become payable (or for such portion of that period as the paying corporation has been in existence) shall not exceed 15 percent of the amount actually distributed. In all other cases, the rate of Belgian tax on dividends derived from sources within Belgium by a resident, corporation or other entity of the United States not having a permanent establishment within Belgium shall not exceed 15 percent of the taxable amount of such dividends determined in accordance with the Belgian law in force on the date of signature of the protocol inserting this provision in the Convention. In applying this paragraph, the term "dividends" shall include income from invested capital taxable as such to members of Belgian companies other than joint stock companies.

(4) After Article VIII A, the following new Article is inserted:

Article VIII B.

(1) Dividends and interest paid to a resident, corporation or other entity of the United States not having a permanent establishment within Belgium shall be exempt from the Belgian additional personal property prepayment (complément de précompte mobilier) provided for in the Belgian law in force on the date of the signature of the protocol inserting this provision in the Convention.

(2) Dividends and interest paid by a Belgian corporation to a person other than a citizen, resident, corporation or other entity of the United States shall be exempt from United States tax.

(3) Dividends and interest paid by a United States corporation to a person other than a resident, corporation or other entity of

Belgium shall be exempt from Belgian tax unless such income is collected in Belgium.

(5) In Article IX (1) the words "on such income" are inserted in the second sentence after the word "tax" and before the word "as".

(6) In Article XII, paragraphs (2) and (3) are replaced by the following:

(2) The United States agrees to allow as a credit against the Federal income taxes payable by a citizen, resident or corporation of the United States the appropriate amount of the taxes mentioned in Article I, paragraph (1) (b) and paid to Belgium. Such appropriate amount shall be based on the total amount of such taxes paid to Belgium, but it shall not exceed that proportion of the United States taxes which net income from sources within Belgium bears to the total net income of such citizen, resident or corporation.

(3) Belgium shall grant relief from double taxation as follows:

(a) Dividends which are paid by a United States corporation to a Belgian corporation or other entity owning stock in the corporation paying the dividends and which are taxed by the United States in accordance with Article VIII (1) shall be exempt from Belgian corporate income tax to the extent that such exemption would be granted in accordance with the Belgian law in force at the date of signature of the protocol inserting this provision in the Convention, if both corporations were Belgian corporations subject to Belgian corporate income tax.

(b) Dividends covered under subparagraph (a) which are received by a Belgian corporation or other entity subject to the Belgian corporate income tax (other than a corporation which has made a valid election to have its profits subject to the individual income tax), with respect to stock directly owned by that corporation or other entity for the period of six months immediately preceding the date on which the dividends become payable (or for such portion of that period as both the corporation or other entity receiving and the corporation paying the dividends have been in existence) shall be exempt from the Belgian personal property prepayment (précompte mobilier) ordinarily applicable thereto by reason of their collection by that Belgian corporation or other entity, provided that such corporation or other entity makes a written request for such exemption when filing its annual tax return or before the expiration of the period allowed for the filing of such return. Dividends accorded this exemption shall not be deducted for purposes of determining the personal property prepayment

(précompte mobilier) applicable to dividends distributed by the recipient corporation or other entity to its shareholders or members.

(c) Where a resident of Belgium receives dividends taxed by the United States in accordance with Article VIII (1), Belgium shall deduct from its tax attributable to that income, in addition to any prepayments which may be collected in Belgium, an amount which is intended to take account of the foreign tax and which shall not be less than 15 percent of the dividends after reduction by the United States tax.

(d) Where a Belgian resident, corporation or other entity receives interest taxed by the United States in accordance with Article VIII A, Belgium shall deduct from its tax attributable to that income, in addition to any prepayments which may be collected in Belgium, an amount which is intended to take account of the foreign tax and which shall not be less than 15 percent of the interest after reduction by the United States tax.

(e) Where a resident of Belgium is a citizen of the United States, the amount of the Belgian individual income tax proportionately attributable to dividends, interests, pensions, annuities or royalties received by such individual from sources within the United States may not exceed, after allowance of the lump sum credit for foreign tax, 15 percent of such income.

(f) Where a Belgian resident, corporation or other entity derives any income described in Articles III (1), IV, VI, IX (1), X (1), or XI (or other business or personal service income) which has been taxed by the United States in accordance with this Convention, Belgium shall exempt such income from tax; but it may, in order to compute the amount of its tax on the remainder of the income of such resident, corporation or other entity, apply the rate of its tax which would have applied if such income had not been exempt.

(g) The provisions of subparagraph (f) shall also apply to interest, dividends, and royalties which are taxed by the United States by reason of the fact that the Belgian resident, corporation, or other entity receiving such income has a permanent establishment in the United States.

(h) The amount of the income of any Belgian resident, corporation or other entity which is exempted, for any year, from Belgian tax in accordance with subparagraphs (f) and (g) shall be reduced by the amount of any net operating loss deducted in that year for United States

tax purposes, but only to the extent that such loss has been deducted from the income subject to the Belgian taxes imposed on that taxpayer for any year.

(7) In the French text of Article XV (1), the words "qui sont susceptibles d'être obtenus en vertu de leurs lois fiscales respectives et" are inserted after the words "tous renseignements".

(8) Article XXII is deleted.

ARTICLE II.

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

(2) The present protocol shall come into force on the date of exchange of instruments of ratification and shall be applicable:

(a) to income of the calendar year 1963 and subsequent calendar years, or of taxable years ending within 1963 and subsequent calendar years, which is subjected:

— in Belgium, to the individual income tax or to the income tax on nonresidents applicable to individuals;

— in the United States, to the Federal income tax applicable to individuals;

— in both Contracting States, to taxes accessory or related to the said taxes which are referred to in the amended Article I of the Convention;

(b) to income of taxable years ending on December 31, 1962, or subsequent to that date, which is subjected:

— in Belgium, to the corporate income tax applicable to corporations (sociétés anonymes), companies limited by shares (sociétés en commandite par actions), and other entities subjected to that tax and not mentioned under subparagraph (c), to the income tax on legal entities, or to the income tax on nonresidents applicable to corporations, associations, establishments, and organizations subjected to that tax;

— in the United States, to the Federal income tax applicable to corporations and other entities;

— in both Contracting States, to taxes accessory or related to the said taxes which are referred to in the amended Article I of the Convention;

(c) to income of taxable years ending on December 31, 1963, or subsequent to that date, which is subjected in Belgium to the corporate income tax applicable to companies other than joint stock companies;

(d) in Belgium, to the prepayments and additional prepayments:

(i) on real property income of the year 1963, and subsequent years,

(ii) on other income distributed or paid on or after January 1, 1963, by payors established in Belgium or paid on or after that date by payors established in the United States and collected by residents, corporations or other entities of Belgium;

(e) on and after June 30, 1960, with respect to Article I (8) of this protocol.

(3) Notwithstanding the provisions of paragraph (2) of this Article, the provisions of paragraphs (2) and (3) of Article VIII B, inserted in the Convention by Article I (4) of this protocol, shall be applicable with respect to income paid during taxable years beginning on or after the first day of January following the calendar year in which the exchange of instruments of ratification takes place.

(4) Notwithstanding the provisions of paragraph (2) of this Article, where the recipient of the dividends described in Article VIII (2), inserted in the Convention by Article I (3) of this protocol, cannot, by reason of his taxable status in the United States, benefit, through reduction of his liability for United States income taxes, from the credit provided in Article XII (2), inserted in the Convention by Article I (6) of this protocol, with respect to Belgian taxes on such dividends (when such credit is applied without regard to income derived from, or taxes paid to, other foreign countries), the modification of said Article VIII (2) effected by this protocol shall apply only to dividends paid on or after January 1, 1965.

(5) This protocol shall remain in effect with respect to income of calendar years or taxable years beginning (or in the case of taxes payable at the source, payments made) prior to January 1, 1968, or such subsequent date, not later than January 1, 1971, which may be agreed to by the Contracting States through an exchange of diplomatic notes.

LE PRESIDENT DES ETATS-UNIS D'AMERIQUE
ET
SA MAJESTE LE ROI DES BELGES,

DESIREUX de modifier et de compléter sur certains points la Convention pour éviter la double imposition et empêcher l'évasion fiscale

en matière d'impôts sur le revenu, signée à Washington, le 28 octobre 1948, telle qu'elle a été amendée par les Conventions complémentaires signées à Washington, le 9 septembre 1952 et le 22 août 1957,

ONT DECIDE, principalement dans le but de permettre son application aussitôt que possible aux impôts instaurés par la loi belge du 20 novembre 1962, de conclure à cet effet un Protocole et ont désigné pour leurs Plénipotentiaires respectifs:

LE PRESIDENT DES ETATS-UNIS D'AMERIQUE:

Monsieur John M. McSWEENEY,
Chargé d'Affaires a.i. des Etats-Unis d'Amérique;

SA MAJESTE LE ROI DES BELGES:

Monsieur Paul Henri SPAAK,
Ministre des Affaires étrangères;

LESQUELS, après s'être communiqué leurs pleins pouvoirs, reconnus en bonne et due forme, sont convenus de ce qui suit:

ARTICLE I.

Les dispositions de la Convention entre les Etats-Unis d'Amérique et la Belgique, signée à Washington le 28 octobre 1948, telle qu'elle a été précédemment amendée, sont modifiées et complétées comme suit par le présent protocole:

(1) A l'article I, le paragraphe (1)(b) est remplacé par ce qui suit:

(b) en ce qui concerne la Belgique:

(i) l'impôt des personnes physiques;

(ii) l'impôt des sociétés;

(iii) l'impôt des personnes morales;

(iv) l'impôt des non-résidents;

(v) les précomptes et compléments de précomptes se rapportant aux impôts mentionnés sous (i) à (iv); et

(vi) les centimes additionnels à chacun des impôts visés sous (i) à (v) ci-avant, y compris la taxe communale additionnelle à l'impôt des personnes physiques.

(2) A l'article II (1)(a), les termes suivants sont supprimés: «, les Territoires de l'Alaska et de Hawai».

(3) A l'article VIII, le paragraphe (2) est remplacé par ce qui suit:

(2) Le taux de l'impôt belge sur les dividendes provenant de sources situées en Belgique, attribués à un résident, une société ou autre personne morale des Etats-Unis qui n'a pas d'établissement stable en Belgique et afférents à des actions détenues

sous la forme nominative pendant la période de 12 mois précédant immédiatement la date d'attribution de ces dividendes (ou pendant la partie de cette période écoulée depuis la constitution de la société attribuant les dividendes), n'excédera pas 15 pour cent du montant effectivement distribué. Dans tous les autres cas, le taux de l'impôt belge sur les dividendes provenant de sources situées en Belgique et attribués à un résident, une société ou autre personne morale des Etats-Unis qui n'a pas d'établissement stable en Belgique, n'excédera pas 15 pour cent du montant imposable de ces dividendes déterminé conformément à la législation belge en vigueur à la date de la signature du protocole insérant la présente disposition dans la Convention. Pour l'application du présent paragraphe, le terme «dividendes» comprend les revenues de capitaux investis imposables à ce titre à charge des associés dans les sociétés belges autres que par actions.

(4) Après l'article VIII A, est inséré le nouvel article suivant:

Article VIII B.

(1) Les dividendes et intérêts attribués à un résident, une société ou autre personne morale des Etats-Unis qui n'a pas d'établissement stable en Belgique, seront exemptés du complément de précompte mobilier prévu par la législation belge en vigueur à la date de la signature du protocole insérent la présente disposition dans la Convention.

(2) Les dividendes et intérêts attribués par une société de la Belgique à une personne autre qu'un ressortissant (citizen), un résident, une société ou autre personne morale des Etats-Unis seront exemptés de l'impôt des Etats-Unis.

(3) Les dividendes et intérêts attribués par une société des Etats-Unis à une personne autre qu'un habitant du Royaume, une société ou autre personne morale de la Belgique seront exemptés de l'impôt de la Belgique, à moins que ces revenus ne soient recueillis en Belgique.

(5) A l'article IX (1), les termes «sur ces revenus» sont insérés dans la deuxième phrase, après «d'être soumis» et avant «à l'impôt».

(6) A l'article XII, les paragraphes (2) et (3) sont remplacés par ce qui suit:

(2) Les Etats-Unis consentent à déduire des impôts fédéraux sur le revenu, dus par un ressortissant (citizen), un résident ou une société des Etats-Unis le montant approprié des impôts visés à l'article I, paragraphe (1)(b) et payés en Belgique. Ledit montant approprié sera basé sur le montant total de ces impôts payés en Belgique, mais il n'excédera pas la quotité des impôts

des Etats-Unis correspondant au rapport entre le revenu net de sources situées en Belgique et le revenu net total de ce ressortissant (citizen), de ce résident ou de cette société.

(3) La Belgique remédiera comme suit à la double imposition:

(a) Les dividendes qui sont attribués par une société des Etats-Unis à une société ou autre personne morale de la Belgique, propriétaire d'actions de la société attribuant les dividendes, et qui sont imposés par les Etats-Unis conformément à l'article VIII (1), seront exemptés de l'impôt belge des sociétés dans la mesure où une telle exemption serait accordée en vertu de la législation belge en vigueur à la date de la signature du Protocole insérant la présente disposition dans la Convention, si les deux sociétés étaient des sociétés belges assujetties à l'impôt belge des sociétés.

(b) Les dividendes visés au sous-paragraphe (a) qui sont recueillis par une société ou autre personne morale de la Belgique, assujettie à l'impôt belge des sociétés—à l'exception d'une société qui a valablement opté pour l'assujettissement de ses bénéfices à l'impôt des personnes physiques—et qui se rapportent à des actions dont cette société ou autre personne morale a été propriétaire direct pendant la période de six mois précédant immédiatement la date d'attribution des dividendes (ou pendant la partie de cette période écoulée depuis la constitution, tant de la société ou autre personne morale bénéficiaire des dividendes que de la société attribuant les dividendes) seront exemptés du précompte mobilier belge normalement applicable à ces dividendes en raison de leur perception par cette société ou autre personne morale belge, à condition que cette société ou autre personne morale en fasse la demande par écrit à l'appui de sa déclaration annuelle ou avant l'expiration du délai imparti pour la remise de cette déclaration. Les dividendes bénéficiant de cette exemption ne seront pas déduits en vue de la détermination du précompte mobilier applicable aux dividendes distribués à ses actionnaires ou associés par la société ou autre personne morale bénéficiaire.

(c) Lorsqu'un habitant du Royaume de Belgique reçoit des dividendes imposés aux Etats-Unis conformément à l'article VIII (1), la Belgique déduira de son impôt afférent à ce revenu—outre les précomptes éventuellement perçus en Belgique—un montant destiné à tenir compte de l'impôt étranger et qui ne sera pas inférieur à 15 pour cent des dividendes diminués de l'impôt des Etats-Unis.

(d) Lorsqu'un habitant du Royaume, une société ou autre personne morale de la Belgique recueille des intérêts

imposés aux Etats-Unis conformément à l'article VIII A, la Belgique déduira de son impôt afférent à ce revenu—outre les précomptes éventuellement perçus en Belgique—un montant destiné à tenir compte de l'impôt étranger et qui ne sera pas inférieur à 15 pour cent des intérêts diminués de l'impôt des Etats-Unis.

(e) Lorsqu'un habitant du Royaume de Belgique est un ressortissant (citizen) des Etats-Unis, le montant de l'impôt belge des personnes physiques afférent proportionnellement aux dividendes, intérêts, pensions, rentes ou redevances recueillis par cette personne physique et provenant de sources situées aux Etats-Unis, ne pourra, après imputation de la quotité forfaitaire d'impôt étranger, excéder 15 pour cent de ces revenus.

(f) Lorsqu'un habitant du Royaume de Belgique, une société ou autre personne morale de la Belgique recueille des revenus visés aux articles III (1), IV, VI, IX (1), X (1) ou XI ou d'autres revenus professionnels, qui ont été imposés aux Etats-Unis conformément à cette Convention, la Belgique exemptera ces revenus de l'impôt, mais elle pourra, pour calculer le montant de son impôt sur le reste du revenu de cet habitant ou de cette société ou autre personne morale, appliquer le taux qui aurait été applicable si ces revenus n'avaient pas été exemptés.

(g) Les dispositions du sous-paragraphe (f) s'appliqueront également aux intérêts, dividendes et redevances qui ont été imposés aux Etats-Unis en considération du fait que l'habitant, la société ou autre personne morale de la Belgique, bénéficiaire de ces revenus, possède un établissement stable aux Etats-Unis.

(h) Le montant des revenus de tout habitant, société ou autre personne morale de la Belgique qui, pour une année quelconque, sont exemptés d'impôt belge en vertu des sous-paragraphes (f) et (g), sera diminué du montant de toute perte professionnelle nette déduite la même année pour l'application des impôts des Etats-Unis, mais seulement dans la mesure où cette perte a été portée en déduction du revenu passible des impôts belges à charge de ce contribuable pour une année quelconque.

(7) Dans le texte français de l'article XV (1), les termes « qui sont susceptibles d'être obtenus en vertu de leurs lois fiscales respectives et » sont insérés après les mots « tous renseignements ».

(8) L'article XXII est supprimé.

ARTICLE II.

(1) Le présent Protocole sera ratifié et les instruments de ratification seront échangés à Washington le plus tôt possible.

(2) Le présent Protocole entrera en vigueur à la date de l'échange des instruments de ratification et s'appliquera:

(a) aux revenus de l'année civile 1963 et des années civiles suivantes, ou de périodes imposables clôturées en 1963 et pendant les années civiles suivantes, qui sont soumis:

— en Belgique, à l'impôt des personnes physiques ou à l'impôt des non-résidents à charge des personnes physiques;

— aux Etats-Unis, à l'impôt fédéral sur le revenu, prélevé à charge des personnes physiques;

— dans les deux Etats contractants, aux taxes accessoires ou connexes à ces impôts, visées à l'article 1 amendé de la Convention;

(b) aux revenus de périodes imposables clôturées le 31 décembre 1962 ou postérieurement à cette date, qui sont soumis:

— en Belgique, à l'impôt des sociétés à charge des sociétés anonymes, des sociétés en commandite par actions et des autres personnes morales soumises à cet impôt et non visées au sous-paragraphe (c), à l'impôt des personnes morales ou à l'impôt des non-résidents à charge des sociétés, associations, établissements et organismes soumis à cet impôt;

— aux Etats-Unis, à l'impôt fédéral sur le revenu, prélevé à charge des sociétés et autres personnes morales;

— dans les deux Etats, aux taxes accessoires ou connexes à ces impôts, visées à l'article I amendé de la Convention;

(c) aux revenus de périodes imposables clôturées le 31 décembre 1963 ou postérieurement à cette date, qui sont soumis en Belgique à l'impôt des sociétés à charge des sociétés autres que par action;

(d) en Belgique, aux précomptes et compléments de précomptes:

(i) sur les revenus immobiliers de l'année 1963 et des années suivantes;

(ii) sur les autres revenus attribués ou mis en paiement à partir du 1er janvier 1963, par des débiteurs établis en Belgique, ou attribués à partir de cette date par des débiteurs établis aux Etats-Unis, et recueillis par des résidents, sociétés ou autres personnes morales de la Belgique;

(e) à partir du 30 juin 1960 en ce qui concerne l'article I (8) du présent Protocole.

(3) Nonobstant les dispositions du paragraphe (2) du présent article, les dispositions de l'article VIII B, paragraphes (2) et (3), insérées dans la Convention par l'article I (4) du présent Protocole,

s'appliqueront aux revenus attribués au cours de périodes imposables commençant à partir du 1er janvier suivant l'année civile au cours de laquelle l'échange des instruments de ratification a lieu.

(4) Nonobstant les dispositions du paragraphe (2) du présent article, lorsque le bénéficiaire des dividendes visés à l'article VIII (2), inséré dans la Convention par l'article I (3) du présent Protocole, ne peut, eu égard à son régime fiscal aux Etats-Unis, bénéficier—au moyen d'une réduction des impôts sur le revenu qu'il doit aux Etats-Unis—de l'imputation des impôts belges prévue par l'article XII (2) inséré dans la Convention par l'article I (6) du présent Protocole (lorsque cette imputation est appliquée sans égard aux revenus tirés d'autres pays étrangers ou aux impôts payés à de tels pays), la modification apportée audit article VIII (2) par le présent Protocole ne sera applicable qu'aux dividendes attribués à partir du 1er janvier 1965.

(5) Le présent Protocole restera en vigueur en ce qui concerne les revenus d'années civiles ou de périodes imposables commençant—ou, dans le cas d'impôts dus à la source, en ce qui concerne les paiements effectués—antérieurement au 1er janvier 1968 ou à toute autre date ultérieure et au plus tard jusqu'au 1er janvier 1971, qui serait fixée de commun accord entre les Etats contractants par échange de notes diplomatiques.

DE PRESIDENT VAN DE VERENIGDE STATEN VAN AMERIKA

EN

ZIJNE MAJESTEIT DE KONING DER BELGEN,

WENSENDE de te Washington op 28 oktober 1948 ondertekende Overeenkomst ter voorkoming van dubbele belasting en ter vermijding van fiscale ontduiking inzake inkomstenbelastingen zoals zij werd gewijzigd door de te Washington op 9 september 1952 en 22 augustus 1957 ondertekende aanvullende Overeenkomsten, te wijzigen en aan te vullen,

HEBBEN BESLOTEN, hoofdzakelijk met het oog op een zo spoedig mogelijke toepassing op de bij de Belgische wet van 20 november 1962 ingevoerde belastingen, te dien einde een Protocol af te sluiten en hebben daartoe tot hun respectieve Gevolmachtigden benoemd:

DE PRESIDENT VAN DE VERENIGDE STATEN VAN AMERIKA:

De Heer John M. McSWEENEY,
Zaakgelastigde a.i. van de Verenigde Staten van Amerika;

ZIJNE MAJESTEIT DE KONING DER BELGEN:

De Heer Paul Henri SPAAK,
Minister van Buitenlandse Zaken;

DIE, na elkander kennis te hebben gegeven van hun in goede en behoorlijke vorm bevonden volmachten, als volgt zijn overeengekomen:

ARTIKEL I.

De bepalingen van de te Washington op 28 oktober 1948 tussen de Verenigde Staten van Amerika en België ondertekende Overeenkomst, zoals zij vroeger werd gewijzigd, worden bij dit Protocol als volgt gewijzigd en aangevuld:

(1) In artikel I wordt paragraaf (1)(b) vervangen door het volgende:

(b) wat België betreft:

(i) de personenbelasting;

(ii) de vennootschapsbelasting;

(iii) de rechtspersonenbelasting;

(iv) de belasting der niet-verblijfhouders;

(v) de voorheffingen en aanvullende voorheffingen die betrekking hebben op de onder (i) tot (iv) vermelde belastingen; en

(vi) de opcentiemen op elk van de onder (i) tot (v) hiervoren bedoelde belastingen, met inbegrip van de aanvullende gemeentebelasting op de personenbelasting.

(2) In artikel II (1)(a) worden de volgende woorden weggelaten: «, de Grondgebieden van Alaska en Hawaï».

(3) In artikel VIII wordt paragraaf (2) vervangen door het volgende:

(2) Het tarief van de Belgische belasting op dividenden voortkomend uit in België gelegen bronnen, die worden toegekend aan een verblijfhouder, een vennootschap of andere rechtspersoon van de Verenigde Staten zonder vaste inrichting in België en die betrekking hebben op aandelen die in nominatieve vorm in het bezit zijn gedurende de periode van 12 maanden onmiddellijk vóór de datum van toekenning van de dividenden (of gedurende het gedeelte van die periode dat verstreken is sedert de oprichting van de vennootschap die de dividenden toekent) mag niet meer bedragen dan 15 ten honderd van het werkelijk uitgekeerde bedrag. In alle andere gevallen mag het tarief van de Belgische belasting op dividenden voortkomend uit in België gelegen bronnen en toegekend aan een verblijfhouder, een vennootschap of andere rechtspersoon van de Verenigde Staten die geen vaste inrichting in België heeft, niet meer bedragen dan 15 ten honderd van het belastbaar bedrag van die dividenden bepaald overeenkomstig de Belgische wetgeving van kracht op de datum van de ondertekening van het Protocol dat deze bepaling in de Overeenkomst inlast. Voor de toepassing van deze paragraaf

behelst het woord «dividenden» de inkomsten van belegde kapitalen als dusdanig belastbaar ten laste van de vennoten in de andere Belgische vennootschappen dan op aandelen.

(4) Na artikel VIII A wordt het volgende nieuwe artikel ingelast:

Artikel VIII B.

(1) De dividenden en interesten toegekend aan een verblijfhouder, een vennootschap of andere rechtspersoon van de Verenigde Staten die geen vaste inrichting in België heeft, zijn vrijgesteld van de aanvullende roerende voorheffing vermeld in de Belgische wetgeving van kracht op de datum van de ondertekening van het Protocol dat deze bepaling in de Overeenkomst inlast.

(2) De dividenden en interesten toegekend door een vennootschap van België aan een andere persoon dan een onderdaan (citizen), een verblijfhouder, een vennootschap of andere rechtspersoon van de Verenigde Staten, zijn vrijgesteld van de belasting der Verenigde Staten.

(3) De dividenden en interesten toegekend door een vennootschap van de Verenigde Staten aan een andere persoon dan een Rijksinwoner, een vennootschap of andere rechtspersoon van België, zijn vrijgesteld van de Belgische belasting, tenzij die inkomsten in België worden verkregen.

(5) In artikel IX (1), tweede zin, worden de woorden «ter zake van die inkomsten» ingelast na «kiezen» en vóór «aan de belasting».

(6) In artikel XII worden de paragrafen (2) en (3) vervangen door het volgende:

(2) De Verenigde Staten stemmen erin toe van de door een onderdaan (citizen), een verblijfhouder of een vennootschap van de Verenigde Staten verschuldigde federale belastingen op het inkomen het passend bedrag af te trekken van de in artikel I, paragraaf (1)(b) bedoelde belastingen die in België werden betaald. Dat passend bedrag wordt berekend op het totaal bedrag van die in België betaalde belastingen, maar het mag niet meer bedragen dan het gedeelte van de belastingen der Verenigde Staten dat overeenstemt met de verhouding tussen het netto-inkomen van de in België gelegen bronnen en het totaal netto-inkomen van die onderdaan (citizen), die verblijfhouder of die vennootschap.

(3) België zal als volgt de dubbele belasting verhelpen:

(a) De dividenden die door een vennootschap van de Verenigde Staten worden toegekend aan een vennootschap of andere rechtspersoon van België, eigenaar van aandelen van de vennootschap die de dividenden toekent, en die overeenkomstig artikel VIII (1) door de Verenigde Staten

worden belast, zijn vrijgesteld van de Belgische vennootschapsbelasting in de mate dat een dergelijke vrijstelling op grond van de Belgische wetgeving van kracht op de datum van de ondertekening van het Protocol dat deze bepaling in de Overeenkomst inlast zou worden verleend, indien de twee vennootschappen Belgische vennootschappen waren, onderworpen aan de Belgische vennootschapsbelasting.

(b) De in sub-paragraaf (a) bedoelde dividenden die worden verkregen door een vennootschap of andere rechtspersoon van België onderworpen aan de Belgische vennootschapsbelasting—met uitzondering van een vennootschap die geldig de aanslag van haar winsten in de personenbelasting heeft gekozen—en die betrekking hebben op aandelen waarvan die vennootschap of andere rechtspersoon rechtstreeks eigenaar is geweest gedurende de periode van zes maanden onmiddellijk vóór de datum van toekenning van de dividenden (of gedurende het gedeelte van die periode dat verstreken is sedert de oprichting zowel van de vennootschap of andere rechtspersoon die de dividenden verkrijgt als van de vennootschap die de dividenden toekent), zijn vrijgesteld van de Belgische roerende voorheffing normaal op die dividenden van toepassing wegens hun verkrijging door die Belgische vennootschap of andere rechtspersoon, op voorwaarde dat die vennootschap of andere rechtspersoon daartoe een schriftelijke aanvraag doet bij haar jaarlijkse aangifte of vóór het verstrijken van de termijn bepaald voor het indienen van die aangifte. De aldus vrijgestelde dividenden worden niet afgetrokken bij het bepalen van de roerende voorheffing van toepassing op de door verkrijgende vennootschap of andere rechtspersoon aan haar aandeelhouders of vennoten uitgekeerde dividenden.

(c) Wanneer een Rijksinwoner van België dividenden ontvangt die overeenkomstig artikel VIII(1) in de Verenigde Staten werden belast, trekt België van zijn belasting die betrekking heeft op dat inkomen—benevens de eventueel in België geïnde voorheffingen—een bedrag af dat rekening houdt met de buitenlandse belasting en dat niet lager mag zijn dan 15 ten honderd van de dividenden verminderd met de belasting van de Verenigde Staten.

(d) Wanneer een Rijksinwoner, een vennootschap of andere rechtspersoon van België interesten ontvangt die overeenkomstig artikel VIII A in de Verenigde Staten werden belast, trekt België van zijn belasting die betrekking heeft op dat inkomen—benevens de eventueel in België geïnde voorheffingen—een bedrag af dat rekening houdt met de buitenlandse belasting en dat niet lager mag

zijn dan 15 ten honderd van de interesten verminderd met de belasting van de Verenigde Staten.

(e) Wanneer een Rijksinwoner van België onderdaan (citizen) van de Verenigde Staten is, mag het bedrag van de Belgische personenbelasting dat evenredig betrekking heeft op de door deze natuurlijke persoon ontvangen dividenden, interesten, pensioenen, renten of royalty's voortkomend van in de Verenigde Staten gelegen bronnen, na verrekening van het forfaitair gedeelte der buitenlandse belasting, niet meer bedragen dan 15 ten honderd van die inkomsten.

(*f*) Wanneer een Rijksinwoner, een vennootschap of andere rechtspersoon van België inkomsten verkrijgt als bedoeld in de artikelen III (1), IV, VI, IX (1), X (1) of XI of andere bedrijfsinkomsten die, krachtens deze Overeenkomst, in de Verenigde Staten werden belast, stelt België die inkomsten vrij van belasting, maar voor de berekening van het bedrag van zijn belasting op de overige inkomsten van die inwoner, die vennootschap of andere rechtspersoon mag België het tarief toepassen dat zou toepasselijk zijn indien de inkomsten niet waren vrijgesteld.

(g) De bepalingen van sub-paragraaf (f), zijn eveneens van toepassing op de interesten, dividenden en royalty's die in de Verenigde Staten werden belast omdat de inwoner, de vennootschap of andere rechtspersoon van België welke die inkomsten verkrijgt in de Verenigde Staten een vaste inrichting bezit.

(h) Het bedrag van de voor enig jaar op grond van de sub-paragrafen (f) en (g) van Belgische belasting vrijgestelde inkomsten van elke inwoner, vennootschap of andere rechtspersoon van België wordt verminderd met het bedrag van elk nettobedrijfsverlies dat hetzelfde jaar werd afgetrokken voor de toepassing van de belastingen van de Verenigde Staten, maar enkel in de mate dat zulk verlies voor enigerlei jaar in mindering werd gebracht van het inkomen belastbaar in de Belgische belastingen ten laste van die belastingplichtige.

(7) In de Franse tekst van artikel XV (1) worden de woorden « qui sont susceptibles d'être obtenus en vertu de leurs lois fiscales respectives et » ingelast na de woorden « tous renseignements ».

(8) Artikel XXII vervalt.

ARTIKEL II.

(1) Dit Protocol zal worden bekrachtigd en de bekrachtigingsoorkonden zullen zo spoedig mogelijk te Washington worden uitgewisseld.

(2) Dit Protocol zal in werking treden met ingang van de datum van uitwisseling van de bekrachtigingsoorkonden en van toepassing zijn:

(a) op de inkomsten van het burgerlijk jaar 1963 en van de volgende burgerlijke jaren of van de belastbare tijdperken afgesloten in 1963 of gedurende de volgende burgerlijke jaren die onderworpen zijn:

—in België, aan de personenbelasting of aan de belasting der niet-verblijfhouders ten laste van natuurlijke personen;

—in de Verenigde Staten, aan de federale belasting op het inkomen ten laste van natuurlijke personen;

—in de twee verdragsluitende Staten, aan de bij die belastingen horende of gevoegde taksen als bedoeld in het gewijzigde artikel I van de Overeenkomst;

(b) op de inkomsten van belastbare tijdperken afgesloten op of na 31 december 1962 die onderworpen zijn:

—in België, aan de vennootschapsbelasting ten laste van de naamloze vennootschappen, de vennootschappen bij wijze van geldschieting op aandelen en de andere niet onder subparagraaf (c) bedoelde rechtspersonen welke aan die belasting zijn onderworpen, aan de rechtspersonenbelasting of aan de belasting der niet-verblijfhouders ten laste van de aan die belasting onderworpen vennootschappen, verenigingen, instellingen en organismen;

—in de Verenigde Staten, aan de federale belasting op het inkomen geheven ten laste van de vennootschappen en andere rechtspersonen;

—in de twee Staten aan de bij die belastingen horende of gevoegde taksen als bedoeld in het gewijzigde artikel I van de Overeenkomst;

(c) op de inkomsten van belastbare tijdperken afgesloten op of na 31 december 1963 die in België onderworpen zijn aan de vennootschapsbelasting ten laste van andere vennootschappen dan op aandelen;

(d) in België, op de voorheffingen en aanvullende voorheffingen:

(i) op de onroerende inkomsten van het jaar 1963 en van de volgende jaren;

(ii) op de andere inkomsten toegekend of betaalbaar gesteld van 1 januari 1963 af door in België gevestigde schuldenaars, of toegekend van die datum af door in de Verenigde Staten gevestigde schuldenaars en verkregen door verblijfhouders, vennootschappen of andere rechtspersonen van België;

(e) van 30 juni 1960 af met betrekking tot wat artikel I (8) van dit Protocol betreft.

(3) Niettegenstaande de bepalingen van paragraaf (2) van dit artikel, zullen de bepalingen van artikel VIII B, paragrafen (2) en (3), in de Overeenkomst ingelast, bij artikel I (4) van dit Protocol, van toepassing zijn op de inkomsten toegekend gedurende belastbare tijdperken die beginnen met ingang van de 1ste januari volgend op het burgerlijk jaar in de loop waarvan de uitwisseling van de bekrachtigingsoorkonden plaatsheeft.

(4) Niettegenstaande de bepalingen van paragraaf (2) van dit artikel, wanneer de genieter van de dividenden als bedoeld in artikel VIII (2), in de Overeenkomst ingelast bij artikel I (3) van dit Protocol, rekening houdend met zijn fiscaal regime in de Verenigde Staten, niet kan in aanmerking komen—door een vermindering van de inkomstenbelastingen die hij aan de Verenigde Staten verschuldigd is—voor de verrekening der Belgische belastingen bedoeld bij artikel XII (2), in de Overeenkomst ingelast bij artikel I (6) van dit Protocol, (wanneer die verrekening wordt toegepast zonder rekening te houden met de inkomsten uit vreemde landen of met de aan dergelijke landen betaalde belastingen), is de wijziging die door dit Protocol aan voormeld artikel VIII (2), wordt aangebracht slechts van toepassing op de dividenden toegekend van 1 januari 1965 af.

(5) Dit Protocol zal van toepassing blijven ten aanzien van de inkomsten van burgerlijke jaren of van belastbare tijdperken die beginnen—of voor de aan de bron verschuldigde belastingen ten aanzien van de betalingen gedaan—vóór 1 januari 1968 of vóór elke latere datum en ten laatste tot 1 januari 1971, die in onderling overleg tussen de verdragsluitende Staten zou worden bepaald bij wisseling van diplomatieke nota's.

IN WITNESS WHEREOF the undersigned Plenipotentiaries, being duly authorized thereto, have signed this Protocol and have affixed thereto their seals.

DONE in duplicate, in the English, French, and Dutch languages, the three texts being equally authentic, at Brussels this 21st day of May 1965.

EN FOI DE QUOI les Plénipotentiaires soussignés, dûment autorisés à cet effet, ont signé le présent Protocole et y ont apposé leurs sceaux.

FAIT à Bruxelles, le 21 mai 1965, en double exemplaire, en langues anglaise, française et néerlandaise, les trois textes faisant également foi.

TEN BLIJKE WAARVAN de ondergetekende Gevolmachtigden, daartoe behoorlijk gemachtigd, dit Protocol hebben ondertekend en er hun zegel hebben op aangebracht.

GEDAAN te Brussel, op 21 mei 1965, in tweevoud, in de Engelse, de Nederlandse en de Franse taal, de drie teksten zijnde gelijkelijk authentiek.

For the President of the United States of America:
Pour le Président des Etats-Unis d'Amérique:
Voor de President van de Verenigde Staten van Amerika:

JOHN M. MCSWEENEY [SEAL]

For His Majesty the King of the Belgians:
Pour Sa Majesté le Roi des Belges:
Voor Zijne Majesteit de Koning der Belgen:

P. H. SPAAK [SEAL]

WHEREAS the Senate of the United States of America by their resolution of October 22, 1965, two-thirds of the Senators present concurring therein, did advise and consent to the ratification of the aforesaid protocol;

WHEREAS the aforesaid protocol was duly ratified by the President of the United States of America on November 22, 1965, in pursuance of the aforesaid advice and consent of the Senate, and was duly ratified on the part of Belgium;

WHEREAS it is provided in Article II of the aforesaid protocol that the protocol shall come into force on the date of exchange of instruments of ratification;

WHEREAS the respective instruments of ratification of the aforesaid protocol were duly exchanged at Washington on August 29, 1966;

NOW, THEREFORE, be it known that I, Lyndon B. Johnson, President of the United States of America, do hereby proclaim and make public the aforesaid protocol to the end that it 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 September in the year of our Lord one thousand nine hundred sixty-six [SEAL] and of the Independence of the United States of America the one hundred ninety-first.

LYNDON B. JOHNSON

By the President:
DEAN RUSK
Secretary of State

TIAS 6073

The Belgian Ministry of Foreign Affairs to the American Embassy

MINISTERE
DES
AFFAIRES ETRANGERES
ET DU
COMMERCE EXTERIEUR

SERVICE DES TRAITES

N° 504/65/S.98.643

BRUXELLES, LE *27 septembre 1965*
2, rue Quatre Bras, Bruxelles 1

Le Ministère des Affaires étrangères et du Commerce extérieur présente ses compliments à l'Ambassade des Etats-Unis d'Amérique et en se référant au

Protocole signé à Bruxelles, le 21 mai 1965, modifiant et complétant la Convention entre la Belgique et les Etats-Unis d'Amérique, pour éviter la double imposition et empêcher l'évasion fiscale en matière d'impôts sur le revenu, signée à Washington, le 28 octobre 1948 telle qu'elle a été amendée par les Conventions complémentaires, signées à Washington, le 9 septembre 1952 et le 22 août 1957,

a l'honneur de Lui proposer d'apporter à ce texte les corrections suivantes:

1) Texte anglais:

article I (6) (3) (e), deuxième ligne, lire: "interest," au lieu de "interests,".

2) Texte français:

article II (1) (c), 2ème ligne, lire: "par actions" au lieu de "par action".

3) Texte néerlandais:

a) article I (6) (3) (b), avant dernière ligne, lire: "op de door de verkrijgende" au lieu de "op de door verkrijgende".

b) article I (6) (3) (f), dernière ligne, lire: "indien die inkomsten" au lieu de "indien de inkomsten".

c) article II (2) (e), lire: "tot artikel I (8) van dit Protocol." au lieu de: "tot wat artikel I (8) van dit Protocol betreft."

d) article II (3), 2ème ligne, supprimer la virgule entre "ingelast" et "bij".

e) article II (4), 6ème ligne: supprimer la virgule après le mot "Protocole".

f) article II (4), 7ème ligne, lire: "inkomsten uit andere vreemde landen" au lieu de "inkomsten uit vreemde landen".

Si cette proposition rencontre l'agrément du Gouvernement des Etats-Unis d'Amérique, les dites erreurs pourraient être considérées

comme corrigées par la présente note et la réponse affirmative de l'Ambassade.

Le Ministère des Affaires étrangères saisit cette occasion de renouveler à l'Ambassade des Etats-Unis d'Amérique, l'assurance de sa très haute considération.

[SEAL]

AMBASSADE DES ETATS-UNIS D'AMÉRIQUE
27, boulevard du Régent,
Bruxelles 1

Translation

MINISTRY OF FOREIGN AFFAIRS
AND
FOREIGN TRADE

TREATY DIVISION

No. 504/65/S.98.643

BRUSSELS, *September 27, 1965*
2, rue Quatre Bras, Brussels 1

The Ministry of Foreign Affairs and Foreign Trade presents its compliments to the Embassy of the United States of America and, with reference to

The Protocol signed at Brussels on May 21, 1965, modifying and supplementing the Convention between Belgium and the United States of America for the avoidance of double taxation and the prevention of fiscal evasion with respect to taxes on income, signed at Washington on October 28, 1948, as amended by the supplementary Conventions signed at Washington on September 9, 1952 and August 22, 1957,

has the honor to propose that this text be corrected as follows:

1. English text:

   Article I (6) (3) (e), second line, read: "interest" in place of "interests."

2. French text:

   Article II (1) (c), second line, read: "par actions" in place of "par action".

3. Dutch text:

   (a) Article I (6) (3) (b), before the last line, read: "op de door de verkrijgende" in place of "op de door verkrijgende:"

   (b) Article I (6) (3) (f), last line, read: "indien die inkomsten" in place of "indien de inkomsten."

(c) Article II (2) (e), read: "tot artikel I (8) van dit Protocol." in place of "tot wat artikel I (8) van dit Protocol betreft."

(d) Article II (3), second line, delete the comma between "ingelast" and "bij."

(e) Article II (4), sixth line: delete the comma after the word "Protocol."

(f) Article II (4), seventh line, read: "inkomsten uit andere vreemde landen" in place of "inkomsten uit vreemde landen."

If this proposal meets with the approval of the Government of the United States of America, the said mistakes could be considered as having been corrected by this note and the Embassy's affirmative reply.

The Ministry of Foreign Affairs avails itself of this occasion to renew to the Embassy of the United States of America the assurance of its very high consideration.

[SEAL]

EMBASSY OF THE UNITED STATES OF AMERICA,
27, boulevard du Régent,
Brussels 1.

The American Embassy to the Belgian Ministry of Foreign Affairs

No. 43

The Embassy of the United States of America presents its compliments to the Ministry of Foreign Affairs and has the honor to refer to the Ministry's Note No. 504/65/S.98.643 of September 27, 1965 in which it is proposed that the following corrections be made in the protocol signed at Brussels on May 21, 1965, modifying and supplementing the convention between the United States of America and Belgium, for the avoidance of double taxation and the prevention of fiscal evasion with respect to taxes on income, signed at Washington on October 28, 1948, as amended by the supplementary conventions, signed at Washington on September 9, 1952, and August 22, 1957:

1. English text:

   Article I(6)(3)(e), second line, to read "interest," in place of "interests,".

2. French text:

   Article II(1)(c), second line, to read "par actions" in place of "par action".

3. Dutch text:

   a. Article I(6)(3)(b), before the last line, to read "op de door de verkrijgende" in place of "op de door verkrijgende".

b. Article I(6)(3)(f), last line, to read "indien die inkomsten" in place of "indien de inkomsten".

c. Article II(2)(e), to read "tot artikel I(8) van dit Protocol." in place of "tot wat artikel I(8) van dit Protocol betreft."

d. Article II(3), second line, remove the comma between "ingelast" and "bij".

e. Article II(4), sixth line, remove the comma after the word "Protocol".

f. Article II(4), seventh line, to read "inkomsten uit andere vreemde landen" in place of "inkomsten uit vreemde landen".

The proposed corrections do not affect the substance of the protocol. The Government of the United States of America considers that the Ministry's note of September 27, 1965 and this note in reply confirm the understanding between the two Governments that the abovementioned errors shall be considered as being corrected in the manner indicated.

The Embassy of the United States of America takes this opportunity to renew to the Ministry of Foreign Affairs the assurances of its high consideration.

JMMcS

EMBASSY OF THE UNITED STATES OF AMERICA,
Brussels, November 19, 1965.

PAKISTAN

Agricultural Commodities

Agreement amending the agreement of May 26, 1966.
Effected by exchange of notes
Signed at Rawalpindi and Karachi August 10, 1966;
Entered into force August 10, 1966.

The American Ambassador to the Pakistan Secretary, Economic Affairs Division

EMBASSY OF THE
UNITED STATES OF AMERICA
Rawalpindi, August 10, 1966.

No. 544

SIR:

I have the honour to refer to the Agricultural Commodities Agreement signed on May 26, 1966[1] and to the letters exchanged between our two Governments also dated May 26, 1966, expressing certain understandings with respect to the said Agricultural Commodities Agreement and to propose that the Agreement and the letters exchanged be amended as follows:

1. In paragraph 1 of Article I of the Agreement, increase the amount for wheat/wheatflour to $24.205 (millions) and increase the amount of the total to $31.840 (millions).
2. In paragraph A of Article II of the Agreement, delete "$275,000" and insert in its place "$375,000".
3. In numbered paragraph 1 of the letters exchanged insert after "75,000 metric tons of wheat" the phrase "during each of U.S. fiscal years 1966 and 1967".
4. In numbered paragraph 3(1) of the letters exchanged delete "$504,880" and insert in its place "$636,800".
5. In numbered paragraph 3(2) of the letters exchanged delete "$270,000" and insert in its place "$370,000".

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[1] TIAS 6052; *ante*, p. 925.

I have the honour to propose that this note together with your note in reply concurring therein shall constitute an Agreement between our two Governments which shall enter into force on the date of your reply.

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

EUGENE MURPHY LOCKE

Mr. S. OSMAN ALI
Secretary,
Economic Affairs Division,
Rawalpindi.

The Pakistan Secretary, Economic Affairs Division, to the American Ambassador

GOVERNMENT OF PAKISTAN
MINISTRY OF FINANCE
ECONOMIC AFFAIRS DIVISION

TELEGRAMS: MINECA

No. 4(25)-SOF-IV/66-III. KARACHI *the 10th August, 1966.*

DEAR MR. AMBASSADOR,

I have the honour to acknowledge with thanks the receipt of your note dated August 10, 1966, containing the proposal for amendment to the Agricultural Commodities Agreement signed on May 26, 1966, and to the letters exchanged between our two governments also dated May 26, 1966, expressing certain understandings with respect to the said Agricultural Commodities Agreement, the text of which is reproduced below:-

" I have the honour to refer to the Agricultural Commodities Agreement signed on May 26, 1966, and to the letters exchanged between our two Governments also dated May 26, 1966, expressing certain understandings with respect to the said Agricultural Commodities Agreement and to propose that the Agreement and the letters exchanged be amended as follows:

1. In paragraph 1 of Article I of the Agreement, increase the amount of wheat/wheatflour to $24.205 (millions) and increase the amount of the total to $31.840 (millions).

2. In paragraph A of Article II of the Agreement, delete '$275,000' and insert in its place '$375,000'.

3. In numbered paragraph 1 of the letters exchanged insert after '75,000 metric tons of wheat' the phrase 'during each of U.S. fiscal years 1966 & 1967'.

4. In numbered paragraph 3(1) of the letters exchanged delete '$504,880' and insert in its place '$636,800'.

5. In numbered paragraph 3(2) of the letters exchanged delete '$270,000' and insert in its place '$370,000'.

I have the honour to propose that this note together with your note in reply concurring therein shall constitute an Agreement between our two governments which shall enter into force on the date of your reply."

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

I write to confirm that the foregoing sets forth the understanding of the Government of Pakistan.

Yours sincerely,

S OSMAN ALI

(S. Osman Ali)

H.E. Mr. EUGENE M. LOCKE,
American Ambassador,
U.S. Embassy,
Rawalpindi

INDIA

Investment Guaranties

Agreement supplementing the agreement of September 19, 1957, as amended.
Effected by exchange of notes
Signed at New Delhi February 2, 1966;
Entered into force February 2, 1966.
With related notes.

The American Ambassador to the Indian Secretary, Department of Economic Affairs

NEW DELHI, *February 2, 1966*

EXCELLENCY:

I have the honor to refer to the Agreement effected by the exchange of notes of September 19, 1957[1] as amended by the exchange of notes of December 7, 1959,[2] between our two Governments relating to the investment guaranties which may be issued by the Government of the United States of America for investments in activities in India. After the conclusion of these agreements, legislation has been enacted in the United States of America modifying and augmenting the coverage to be provided investors by investment guaranties that may be issued by the Government of the United States of America.

In the interest of facilitating and increasing the participation of private enterprise in furthering the economic development of India, the Government of the United States of America is prepared to issue investment guaranties providing such coverage as may be authorized by the applicable United States legislation for appropriate investments in activities approved by your Government provided that your Government agrees that the undertakings between our respective Governments contained in the aforementioned agreements will be applicable to such guaranties.

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[1] TIAS 3900; 8 UST 1442.
[2] TIAS 4368; 10 UST 1997.

Upon receipt of a note from your Excellency indicating that the foregoing is acceptable to the Government of India and that such undertakings shall apply, the Government of the United States of America will consider that this note and your reply thereto constitute an Agreement between our two Governments on this subject, the Agreement to enter into force on the date of your note in reply.

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

CHESTER BOWLES

His Excellency
S. BHOOTHALINGAM,
Secretary,
Department of Economic Affairs,
Ministry of Finance,
Government of India,
New Delhi

The Indian Secretary, Department of Economic Affairs, to the American Ambassador

GOVERNMENT OF INDIA
MINISTRY OF FINANCE,
DEPTT. OF ECONOMIC AFFAIRS.

NEW DELHI, *the February 2, 1966.*

EXCELLENCY,

I have the honour to refer to Your Excellency's note of even date which reads as follows:

"I have the honour to refer to the Agreement effected by the exchange of notes of September 19, 1957 as amended by the exchange of notes of December 7, 1959, between our two Governments relating to the investment guarantees which may be issued by the Government of the United States of America for investments in activities in India. After the conclusion of these agreements, legislation has been enacted in the United States of America modifying and augmenting the coverage to be provided investors by investment guarantees that may be issued by the Government of the United States of America.

In the interest of facilitating and increasing the participation of private enterprise in furthering the economic development of India, the Government of the United States of America is prepared to issue investment guarantees providing such coverage as may be authorized by the applicable United States legislation for appropriate investments in activities approved by your Government provided that your Government agrees that the undertakings between our respective Governments contained in the aforementioned agreements will be applicable to such guarantees.

Upon receipt of a note from your Excellency indicating that the foregoing is acceptable to the Government of India and that such undertakings shall apply, the Government of the United States of America will consider that this note and your reply thereto constitute an Agreement between our two Governments on this subject, the Agreement to enter into force on the date of your note in reply.

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

I have the honour to inform Your Excellency that the foregoing provisions are acceptable to the Government of India and it is our understanding that Your Excellency's note and this reply constitute an Agreement between the two Governments on this subject, to enter into force from today.

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

S. BHOOTHALINGAM

(S. Bhoothalingam)
Secretary to the Government of India.

His Excellency Mr. CHESTER BOWLES
Ambassador of the United States of America
Shanti Path
Chanakya Puri
New Delhi

[Related Notes]

The Indian Secretary, Department of Economic Affairs, to the American Ambassador

GOVERNMENT OF INDIA
MINISTRY OF FINANCE,
DEPTT. OF ECONOMIC AFFAIRS.

NEW DELHI, *the February 2, 1966*

EXCELLENCY,

By exchange of notes on September 19, 1957 and December 7, 1959, the Government of India and the Government of the United States of America agreed to institute the Investment Guarantee Programme for guarantees against inconvertibility and expropriation.

2. The Government of the United States of America is now preparing to employ the full range of investment guarantees authorized by law to encourage investments of United States' nationals in projects approved by the Government of India and has proposed by its note of today's date an amendment to the above-mentioned exchanges of notes which would enable the Government of the United States of America to issue such additional forms of guarantees to which the Government of India has agreed.

3. The understandings between the respective Governments in respect of the said amendment are as set forth below.

4. It is understood that there would be no claim for reimbursement against the Government of India resulting from a payment made by the Government of the United States on an extended risk guarantee.

5. It is also understood that the procedures for intergovernmental negotiations and arbitration contained in the prior exchanges of notes would apply, with respect to any other additional forms of guarantees only in respect of losses attributable to acts of the Government of India which involve questions of liability under public international law.

6. It is further understood that the principle contained in paragraph 3 of the 1957 exchange of notes will be applied to any property or commercial claims transferred to the United States in exchange for compensation under a guarantee covering an investment in an approved project.

7. It is understood that when the risks covered by an extended risk guarantee include those set forth in the 1957 and 1959 exchanges of notes, the obligations of the Government of India and the Government of the United States for the risks covered in those exchanges of notes would remain unchanged. No other obligations would be required of the Government of India with respect to the additional forms of guarantees which the said amendment will allow to be written.

8. On receipt of a note from Your Excellency confirming that this sets out the true understanding between the two governments in respect of the said amendment, this will constitute an integral part of the agreement effected today between our two governments on this subject.

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

S. BHOOTHALINGAM

(S. Bhoothalingam)
Secretary to the Government of India.

His Excellency Mr. CHESTER BOWLES
Ambassador of the United States of America
Shanti Path
Chanakya Puri
New Delhi

The American Ambassador to the Indian Secretary, Department of Economic Affairs

NEW DELHI, *February 2, 1966*

EXCELLENCY:

I have the honor to refer to Your Excellency's note of even date which reads as follows:

"By exchanges of notes on September 19, 1957 and December 7, 1959, the Government of India and the Government of the United States of America agreed to institute the Investment Guaranty Program for guaranties against inconvertibility and expropriation.

2. The Government of the United States of America is now preparing to employ the full range of investment guaranties authorized by law to encourage investments of United States' nationals in projects approved by the Government of India and has proposed by its note of today's date an amendment to the above-mentioned exchanges of notes which would enable the Government of the United States of America to issue such additional forms of guaranties to which the Government of India has agreed.

3. The understandings between the respective Governments in respect of the said amendment are as set forth below.

4. It is understood that there would be no claim for reimbursement against the Government of India resulting from a payment made by the Government of the United States on an extended risk guaranty.

5. It is also understood that the procedures for intergovernmental negotiations and arbitration contained in the prior exchanges of notes would apply, with respect to any other additional forms of guaranties only in respect of losses attributable to acts of the Govern-

ment of India which involve questions of liability under public international law.

6. It is further understood that the principle contained in paragraph 3 of the 1957 exchange of notes will be applied to any property or commercial claims transferred to the United States in exchange for compensation under a guaranty covering an investment in an approved project.

7. It is understood that when the risks covered by an extended risk guaranty include those set forth in the 1957 and 1959 exchanges of notes, the obligations of the Government of India and the Government of the United States for the risks covered in those exchanges of notes would remain unchanged. No other obligations would be required of the Government of India with respect to the additional forms of guaranties which the said amendment will allow to be written.

8. On receipt of a note from Your Excellency confirming that this sets out the true understanding between the two governments in respect of the said amendment, this will constitute an integral part of the agreement effected today between our two governments on this subject.

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

I have the honor to inform Your Excellency that the foregoing provisions are acceptable to the Government of the United States of America and it is our understanding that Your Excellency's note and this reply constitute an Agreement between the two Governments on this subject, to enter into force from today.

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

CHESTER BOWLES

His Excellency
S. BHOOTHALINGAM,
Secretary,
Department of Economic Affairs,
Ministry of Finance,
Government of India,
New Delhi

SWEDEN

Atomic Energy: Cooperation for Civil Uses

Agreement signed at Washington July 28, 1966;
Entered into force September 15, 1966.

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

Whereas the Government of the United States of America and the Government of Sweden signed an "Agreement for Cooperation Between the Government of the United States of America and the Government of Sweden Concerning Civil Uses of Atomic Energy" on January 18, 1956 [1] which was amended by the Agreement signed on August 3, 1956, the Agreement signed on April 25, 1958, and the Agreement signed on July 20, 1962; [2] and

Whereas the Government of the United States of America and the Government of Sweden desire to pursue a research and development program looking toward the realization of peaceful and humanitarian uses of atomic energy, including the design, construction, and operation of power-producing reactors and research reactors, and the exchange of information relating to the development of other peaceful uses of atomic energy; and

Whereas the Government of the United States of America and the Government of Sweden are desirous of entering into this Agreement to cooperate with each other to attain the above objectives; and

Whereas the Parties desire this Agreement to supersede the "Agreement for Cooperation Between the Government of the United States of America and the Government of Sweden Concerning Civil Uses of Atomic Energy" signed on January 18, 1956, as amended;

The Parties agree as follows:

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[1] TIAS 3477; 7 UST 39.

[2] TIAS 3775, 4035, 5143; 8 UST 292; 9 UST 569; 13 UST 1898.

ARTICLE I

The "Agreement for Cooperation Between the Government of the United States of America and the Government of Sweden Concerning Civil Uses of Atomic Energy", signed on January 18, 1956, as amended, is superseded on the date this Agreement enters into force.

ARTICLE II

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

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

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

ARTICLE III

Subject to the provisions of Article II, the Parties shall exchange unclassified information with respect to the application of atomic energy to peaceful uses and the problems of health and safety connected therewith. The exchange of information provided for in this Article shall be accomplished through various means including reports, conferences, and visits to facilities, and shall include information in the following fields:

(1) Development, design, construction, operation, and use of research, materials testing, experimental, demonstration power, and power reactors;

(2) Health and safety problems related to the operation and use of the types of reactors listed in subparagraph (1) above; and

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

ARTICLE IV

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

B. Subject to the provisions of Article II and under such terms and conditions as may be agreed, specialized research facilities and reactor materials testing facilities of the Parties shall be made available for mutual use consistent with the limits of space, facilities, and personnel conveniently available when such facilities are not commercially available.

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

ARTICLE 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, material, equipment, and devices for any particular use or application.

ARTICLE VI

With respect to the subjects of agreed exchange of information referred to in Article III, it is understood that arrangements may be made between either Party or authorized persons under its jurisdiction and authorized persons under the jurisdiction of the other for the transfer of materials, including special nuclear material, and equipment and devices, and for the performance of services. Such arrangements shall be subject to the limitations in Articles II and VIII.

ARTICLE VII

A. During the period of this Agreement, the United States Commission will transfer to the Government of Sweden, under such terms and conditions as the Parties may agree, uranium enriched in the isotope U-235 for use in the fueling of defined research applications, including research reactors, materials testing reactors, reactor experiments, and reactor prototypes, as the Commission may agree to upon request of the Government of Sweden.

B. In addition, the United States Commission will sell to the Government of Sweden under such terms and conditions as the Parties may agree, all of Sweden's requirements for uranium enriched in the isotope U-235 for use in the power reactor program described in the Appendix to this Agreement, which Appendix, subject to the quantity limitation established in Article VIII, may be amended from time to time by mutual consent without modification of this Agreement.

C. The Commission may also transfer to the Government of Sweden, under such terms and conditions as the Parties may agree, special nuclear material for the performance in Sweden of conversion or fabrication services, or both, and for subsequent transfer to a nation

or group of nations with which the Government of the United States of America has an Agreement for Cooperation within the scope of which such subsequent transfer falls.

D. The United States Commission is also prepared, to such extent and under such conditions as it may establish, to enter into contracts to provide after December 31, 1968, for the production or enrichment, or both, in facilities owned by the Commission, of special nuclear material for the account of the Government of Sweden for the uses specified in paragraphs A, B and C of this Article.

E. With respect to transfers of uranium enriched in the isotope U-235 provided for in paragraphs A, B, C and D of this Article, it is understood that:

(1) contracts specifying quantities, enrichments, delivery schedules and other terms and conditions of supply or service will be executed on a timely basis between the United States Commission and the Government of Sweden, and

(2) prices for uranium enriched in the isotope U-235 sold or for services performed and the advance notice required for delivery will be those in effect at the time of delivery for users in the United States. The United States Commission may agree to supply enriched uranium or perform enrichment services upon shorter notice, subject to assessment of such surcharge to the usual base price as the United States Commission may consider reasonable to cover abnormal production costs incurred by the United States Commission by reason of such shorter notice.

F. It is agreed that, should the total quantity of enriched uranium which the United States Commission has agreed to provide pursuant to this and other Agreements for Cooperation reach the maximum quantity of enriched uranium which the Commission has available for such purposes, and should the Government of Sweden not have executed contracts covering the adjusted net quantity specified in Article VIII, the Commission may request, upon appropriate notice, that the Government of Sweden execute contracts for all or any part of such enriched uranium as is not then under contract. It is understood that, should the Government of Sweden not execute contracts in accordance with a request by the Commission hereunder, the Commission shall be relieved of all obligations to the Government of Sweden with respect to the enriched uranium for which contracts have been so requested.

G. The enriched uranium supplied hereunder may contain up to twenty per cent (20%) in the isotope U-235. The Commission, however, may make available a portion of the enriched uranium supplied hereunder as material containing more than 20% in the isotope U-235 when there is a technical or economic justification for such a transfer.

H. It is understood, unless otherwise agreed, that in order to assure the availability of the entire quantity of enriched uranium allocated hereunder for a particular reactor project described in the Appendix, it will be necessary for the construction of the project to be initiated in accordance with the schedule set forth in the Appendix and for the Government of Sweden to execute a contract for that quantity in time to allow for the United States Commission to provide the material for the first fuel loading. It is also understood that if the Government of Sweden desires to contract for less than the entire quantity of enriched uranium allocated for a particular project or terminates the supply contract after execution, the remaining quantity allocated for that project shall cease to be available and the maximum adjusted net quantity of U-235 provided for in Article VIII shall be reduced accordingly, unless otherwise agreed.

I. Within the limitations contained in Article VIII, the quantity of uranium enriched in the isotope U-235 transferred by the United States Commission under this Article and in the custody of the Government of Sweden for the fueling of reactors or reactor experiments shall not at any time be in excess of the quantity thereof necessary for the loading of such reactors or reactor experiments, plus such additional quantity as, in the opinion of the Parties, is necessary for the efficient and continuous operation of such reactors or reactor experiments.

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

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

L. Special nuclear material produced, as a result of irradiation processes, in any part of the fuel leased under this or the superseded

Agreement shall be for the account of the Government of Sweden and, after reprocessing as provided in paragraph J of this Article, shall be returned to the Government of Sweden, at which time title to such material shall be transferred to that Government, unless the Government of the United States of America shall exercise the option, which is hereby granted, to retain, with a credit to the Government of Sweden based on the prices in the United States of America referred to in paragraph K of this Article, any such special nuclear material which is in excess of the needs of Sweden for such material in its program for the peaceful uses of atomic energy.

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

Article VIII

The adjusted net quantity of U-235 in enriched uranium transferred from the United States of America to Sweden under Articles IV, VI, or VII during the period of this Agreement for Cooperation, or under the superseded Agreement, shall not exceed in the aggregate 50,000 kilograms. The following method of computation shall be used in calculating transfers, within the ceiling quantity of kilograms of U-235, made under said Articles or the superseded Agreement:

From:

(1) The quantity of U-235 contained in enriched uranium transferred under said Articles or the superseded Agreement, minus

(2) The quantity of U-235 contained in an equal quantity of uranium of normal isotopic assay,

Subtract:

(3) The aggregate of the quantities of U-235 contained in recoverable uranium of United States origin either transferred to the United States of America or to any other nation or group of nations with the approval of the Government of the United States of America pursuant to this Agreement or the superseded Agreement, minus

(4) The quantity of U-235 contained in an equal quantity of uranium of normal isotopic assay.

ARTICLE IX

A. The Government of Sweden guarantees that:

(1) Safeguards provided in Article X shall be maintained.

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

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

B. The Government of the United States of America guarantees that no equipment or devices transferred from the Government of Sweden to the Government of the United States of America or authorized persons under its jurisdiction pursuant to this Agreement or the superseded Agreement, no material purchased by the Government of the United States of America pursuant to paragraph K of Article VII of this Agreement, and no material retained by the Government of the United States of America pursuant to paragraph L of Article VII of this Agreement, or an equivalent amount of material of the same type of such purchased or retained material substituted therefor, will be used for atomic weapons, or for research on or development of atomic weapons, or for any other military purpose.

ARTICLE X

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

B. Except to the extent that the safeguards provided for in this Agreement are supplanted, by agreement of the Parties as provided in Article XI, by safeguards of the 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

(a) reactor, and

(b) other equipment and devices, the design of which the United States Commission determines to be relevant to the effective application of safeguards,

which are, or have been, made available to the Government of Sweden or any person under its jurisdiction under this or the superseded Agreement, 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 United States Commission;

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

(a) source material, special nuclear material, moderator material, or other material designated by the United States Commission,

(b) reactors,

(c) any other equipment or device designated by the United States Commission as an item to be made available on the conditions that the provisions of this subparagraph B (2) will apply,

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

(ii) to require that any such material in the custody of the Government of Sweden 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 IX;

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

(4) To designate, after consultation with the Government of Sweden, personnel who, accompanied, if either Party so requests, by personnel designated by the Government of Sweden, shall have access in Sweden to all places and data necessary to account for the source and special nuclear materials which are subject to subparagraph B (2) of this Article, to determine whether there is compliance with this Agreement, and to make such independent measurements as may be deemed necessary;

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

(6) To consult with the Government of Sweden in the matter of health and safety.

C. The Government of Sweden undertakes to facilitate the application of the safeguards provided for in this Article.

Article XI

A. The Government of the United States of America and the Government of Sweden, recognizing the desirability of making use of the facilities and services of the International Atomic Energy Agency, agree that the Agency will be promptly requested to assume responsibility for applying safeguards to materials and facilities subject to safeguards under this Agreement. It is contemplated that the necessary arrangements will be effected without modification of this Agreement through an agreement to be negotiated between the Parties and the Agency which may include provisions for suspension of the safeguard rights accorded to the United States Commission by Article X of this Agreement, during the time and to the extent that the Agency's safeguards apply to such materials and facilities.

B. In the event the Parties do not reach a mutually satisfactory agreement on the terms of the trilateral arrangement envisaged in paragraph A of this Article, either Party may, by notification, terminate this Agreement. Before either Party takes steps to terminate this Agreement, the Parties will carefully consider the economic effects of any such termination. Neither Party will invoke its termination rights until the other Party has been given sufficient advance notice to permit arrangements by the Government of Sweden, if it is the other Party, for an alternative source of power and to permit adjustment by the Government of the United States of America, if it is the other Party, of production schedules. In the event of termination by either Party, the Government of Sweden shall, at the request of the Government of the United States of America, return to the Government of the United States of America all special nuclear material received pursuant to this Agreement or the superseded Agreement and still in its possession or in the possession of persons under its jurisdiction. The Government of the United States of America will compensate the Government of Sweden for its interest in such material so returned at the United States Commission's schedule of prices then in effect domestically.

Article XII

The rights and obligations of the Parties provided for under this Agreement shall extend, to the extent applicable, to cooperative activities initiated under the superseded Agreement, including, but not limited to, material, equipment, devices, and information transferred thereunder.

Article XIII

For the purposes of this Agreement:

A. "United States Commission" or "Commission" means the United States Atomic Energy Commission.

B. "Parties" means the Government of the United States of America, including the United States Commission on behalf of the Government of the United States of America, and the Government of Sweden. "Party" means one of the above "Parties".

C. "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.

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

E. "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.

F. "Person" means any individual, corporation, partnership, firm, association, trust, estate, public or private institution, group, government agency, or government corporation but does not include the Parties to this Agreement.

G. "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.

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

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

J. "Special nuclear material" means (1) plutonium, uranium enriched in the isotope 233 or in the isotope 235, and any other material which the United States Commission or the Government of Sweden determines to be special nuclear material; or (2) any material artificially enriched by any of the foregoing.

K. "Superseded Agreement" means the Agreement signed by the Parties on January 18, 1956, as amended by the Agreement signed on August 3, 1956, the Agreement signed on April 25, 1958, and the Agreement signed on July 20, 1962.

L. "Safeguards" means a system of controls designed to assure that any materials, equipment, or devices committed to the peaceful use of atomic energy are not used to further any military purpose.

Article XIV

This Agreement shall enter into force [1] on the date on which each Government shall have received from the other Government written notification that it has complied with all statutory and constitutional requirements for the entry into force of such Agreement and shall remain in force for a period of thirty (30) years.

[1] Sept. 15, 1966.

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

DONE at Washington in duplicate this twenty-eighth day of July, 1966.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA:

WALTER J. STOESSEL Jr.

GLENN T. SEABORG

FOR THE GOVERNMENT OF SWEDEN:

GÖRAN BUNDY

APPENDIX

Sweden's Nuclear Power Program

Reactor	Power MW Net Electrical	Start of Construction	Criticality Date	Total Kgs U-235 Required
A. Marviken Nuclear Power Station	200	1963	1968	2932
B. Oskarshamm Nuclear Power Station	400	1966	1969	9386
C. State Power Board, Nuclear Station II	500	1970	1974	10396
D. Atomkraftkonsortiet Nuclear Station II	500	1971	1975	9093
E. State Power Board, Nuclear Station III	500	1972	1976	9596
F. Atomkraftkonsortiet Nuclear Station III	500	1973	1977	8373
TOTAL				49,776

UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND

Tracking Stations

Agreement extending the agreement of January 20, 1961, as extended.
Effected by exchange of notes
Signed at London July 19, 1966;
Entered into force July 19, 1966.

The American Chargé d'Affaires ad interim to the British Secretary of State for Foreign Affairs

THE FOREIGN SERVICE
OF THE
UNITED STATES OF AMERICA

No. 4 LONDON, *July 19, 1966*

SIR:

I have the honor to refer to the Agreement between our two Governments effected by the Exchange of Notes signed at London on January 20, 1961, [1] concerning a cooperative program for the establishment and operation of Space Vehicle Tracking Stations in the United Kingdom. By the Exchange of Notes of January 17 and February 8, 1966 [2] the Agreement was extended to July 19, 1966.

The United States Government proposes that the validity of the Agreement shall be further extended without change from July 20, 1966 to December 31, 1966.

If the foregoing proposal is acceptable to the Government of the United Kingdom, I suggest that this Note and Your Excellency's reply to that effect shall together constitute an Agreement between our two Governments which shall enter into force from today's date.

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

PHILIP M. KAISER
Charge d'Affaires ad interim

The Right Honorable
MICHAEL STEWART,
Secretary of State for Foreign Affairs,
Foreign Office, S.W.1.

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[1] TIAS 4679; 12 UST 90.
[2] TIAS 6054; *ante*, p. 939.

The British Secretary of State for Foreign Affairs to the American Chargé d'Affaires ad interim

FOREIGN OFFICE,
LONDON, S.W. 1.
19th July, 1966

SCP 2145/21

SIR,

I have the honour to acknowledge receipt of your Note No. 4 of the 19th of July, 1966, which reads as follows:-

"Sir,

I have the honour to refer to the Agreement between our two Governments effected by the Exchange of Notes signed at London on January 20, 1961, concerning a cooperative program for the establishment and operation of Space Vehicle Tracking Stations in the United Kingdom. By the Exchange of Notes of January 17 and February 8, 1966 the Agreement was extended to July 19, 1966.

"The United States Government proposes that the validity of the Agreement shall be further extended without change from July 20, 1966 to December 31, 1966.

"If the foregoing proposal is acceptable to the Government of the United Kingdom, I suggest that this Note and Your Excellency's reply to that effect shall together constitute an Agreement between our two Governments which shall enter into force from today's date.

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

In reply, I have the honour to inform you that the above proposal is acceptable to the Government of the United Kingdom who agree that your Note together with this reply shall constitute an Agreement between our two Governments which shall enter into force on to-day's date.

I have the honour to be, with high consideration, Sir,
Your obedient Servant,

(For the Secretary of State)

CHARGÉ D'AFFAIRES AD INTERIM,
Embassy of the United States of America,
24/32 Grosvenor Square,
W. 1.

AUSTRALIA

Sampling of Radioactivity of Upper Atmosphere by Means of Balloons

Agreement extending the agreement of May 9, 1961, as extended.
Effected by exchange of notes
Dated at Canberra August 9, 1966;
Entered into force August 9, 1966.

The American Embassy to the Australian Department of External Affairs

No. 25

The Embassy of the United States of America presents its compliments to the Department of External Affairs and has the honor to refer to the exchanges of Notes between the Government of the United States of America and the Government of the Commonwealth of Australia dated May 9, 1961, September 11–October 30, 1962 and May 9, 1966, [1] concerning a program to study the radioactivity of the upper atmosphere by means of high-altitude balloons. In view of the fact that, according to the terms of the above-mentioned Notes, the agreed period of the program would expire on August 9, 1966, and in view of the fact that the Australian Government is presently considering a proposal by the United States Government to modify and extend the program, the Embassy has the honor to request approval for the continuance of operations on the existing basis until August 31, 1966, during which time further discussions pertaining to the conclusions of new arrangements may take place.

EMBASSY OF THE UNITED STATES OF AMERICA
Canberra, August 9, 1966.

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[1] TIAS 4739, 5231, 6017; 12 UST 486; 13 UST 2625; *antc*, p. 677.

The Australian Department of External Affairs to the American Embassy

AUSTRALIA

The Department of External Affairs presents its compliments to the Embassy of the United States of America and has the honour to refer to the Embassy's Note No. 25 of 9th August 1966, requesting approval to continue operations on the existing basis until 31st August 1966, of the programme to study the radioactivity of the upper atmosphere by means of high altitude balloons, established by the exchanges of Notes between the Government of the United States of America and the Government of the Commonwealth of Australia dated 9th May 1961, 11th September–30th October 1962, and 9th May 1966.

The Department of External Affairs has the honour to confirm that it is agreeable to the continuance of these activities on the existing basis until 31st August 1966.

The Department of External Affairs avails itself of this opportunity to renew to the Embassy of the United States of America the assurances of its highest consideration.

CEYLON

Agricultural Commodities

Agreement amending the agreement of March 12, 1966.
Effected by exchange of notes
Signed at Colombo August 25, 1966;
Entered into force August 25, 1966.

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

COLOMBO, *August 25, 1966*

EXCELLENCY:

I have the honor to refer to the Agricultural Commodities Agreement of March 12, 1966, [1] between the Government of the United States and the Government of Ceylon and to propose that the commodity table in article one, paragraph one, be amended by increasing the amount for wheat flour/wheat to $4.24 million and increasing the total to $4.54 million.

It is proposed that this note and your reply concurring therein shall constitute an agreement between our two governments to enter into force on the date of Your Excellency's reply.

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

CECIL B. LYON

Cecil B. Lyon

His Excellency
Dr. GAMANI COREA
Permanent Secretary
Ministry of Planning and Economic Affairs
Colombo

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[1] TIAS 5971; *ante*, p. 190.

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

දුරකථන Telephones 7138 4286 2926
විදුලි පණිවුඩ Telegrams SECMINPLAN

මගේ අංකය My No.
ඔබේ අංකය Your No.

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MINISTRY OF PLANNING & ECONOMIC AFFAIRS
තැ. පෙ. 898 P. O. Box 898

ශ්‍රී ලංකා මහා බැංකු ගොඩනැගිල්ල
(8 වෙනි මහල)
Central Bank Building
(8th Floor)
කොළඹ 1 Colombo 1

August 25, 1966.

EXCELLENCY,

I confirm that the amendments to the Agricultural Commodities Agreement of March 12, 1966, between the Government of the United States and the Government of Ceylon, contained in your letter dated August 25, 1966, and reproduced below, are acceptable to the Ceylon Government:–

"I have the honor to refer to the Agricultural Commodities Agreement of March 12, 1966, between the Government of the United States and the Government of Ceylon and to propose that the commodity table in article one, paragraph one, be amended by increasing the amount for wheat flour/wheat to $4.24 million and increasing the total to $4.54 million.

It is proposed that this note and your reply concurring therein shall constitute an agreement between our two governments to enter into force on the date of Your Excellency's reply."

I confirm that your letter of August 25, 1966, quoted above and this letter in reply thereto constitute an Agreement between our two Governments to enter into force on the date of this reply.

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

GAMANI COREA
Gamani Corea

His Excellency CECIL B. LYON,
Ambassador of the United States of America
in Ceylon,
Colombo.

PERU

Air Transport Services

Agreement amending the agreement of December 27, 1946, as amended.
Effected by exchange of notes
Signed at Washington March 2, 1966;
Entered into force March 2, 1966.

The Secretary of State to the Peruvian Ambassador

DEPARTMENT OF STATE
WASHINGTON
March 2, 1966

EXCELLENCY:

I have the honor to refer to the negotiations which took place in Washington from October 25 to November 4, 1965 between delegations representing our two Governments concerning the Air Transport Agreement between the Government of the United States of America and the Government of the Republic of Peru signed at Lima on December 27, 1946, [1] as amended by the exchange of notes signed at Washington on April 24 and May 28, 1958. [2] The following represents the understanding of my Government with respect to the agreements reached in these negotiations:

1) The two Governments find themselves in agreement that under the terms of the Air Transport Agreement the responsibility for the determination of the appropriate capacity, frequency, and type of aircraft used over agreed routes, consonant with the terms of the Agreement, rests in the first instance with the designated airlines. In light of the requirement of Peruvian legislation with regard to the filing of schedules, it is agreed that each Government may require the airlines designated by the other Government to submit schedules, for information purposes only, thirty days prior to the proposed entry into effect of such schedules.

2) Neither Government will delay nor deny the entry into effect of proposed schedules.

3) If, after a reasonable period of operation under the schedules, either Government believes that the service is not consonant with the letter and the spirit of paragraphs B, C, D, and E of the Annex to

[1] TIAS 1587; 61 Stat. (pt. 3) 2586.
[2] TIAS 4050; 9 UST 900.

the Air Transport Agreement, and wishes to object to the service, it shall set forth in writing to the other Government the basis for its objections.

4) The other Government shall have a period of thirty days within which it may convey in writing its disagreement with the position of the objecting Government. The two Governments will thereupon make arrangements for formal consultations under the provisions of paragraph G of the Annex to the Air Transport Agreement for the purpose of an *a posteriori* review of the operations over the route or routes in question. The operations in question shall be permitted to remain in effect pending the conclusion of such consultations.

5) If the other Government does not, within thirty days of receipt of the communication from the objecting Government referred to in paragraph 3 above, convey its disagreement with the position of the objecting Government the latter shall be free to take such action as it deems necessary and appropriate to make the services in question conform to paragraphs B, C, D, and E of the Annex to the Agreement.

6) Should the aeronautical authorities of either country authorize any of its designated airlines to use the aircraft, or aircraft and crews, of a nondesignated airline of the same nationality in operations over one or more of the agreed routes, the other Government will, upon being officially notified through diplomatic channels of such authorization, grant approval for the use of such aircraft, or aircraft and crews, provided that such aircraft may be required to bear on its exterior the name of the designated airline as well as the markings of the airline owning the aircraft. Such approval shall be without prejudice to the right of the other Government to interpose objections to frequency or capacity as provided under paragraphs two to five above, inclusive.

7) Paragraph H of the Annex to the Air Transport Agreement is amended to read as follows:

> H. Airlines of the United States of America, designated in conformity with the present agreement, are accorded rights of transit and of non-traffic stop in and through the territory of the Republic of Peru as well as the right to pick up and discharge international traffic in passengers, cargo and mail, separately or in combination, at Talara, Iquitos, and Lima on the following route via intermediate points in both directions:
>
> The United States and/or the Canal Zone to Talara, Iquitos, and Lima; and beyond Peru to points in Chile and Bolivia or beyond.
>
> Points on the above route may be omitted on any or all flights at the option of the operating airlines.

8) Paragraph I of the Annex to the Air Transport Agreement is amended to read as follows:

I. Airlines of the Republic of Peru, designated in conformity with the present agreement, are accorded rights of transit and of non-traffic stop in and through the territory of the United States of America as well as the right to pick up and discharge international traffic in passengers, cargo and mail, separately or in combination, at Miami, Florida, Washington, D.C. and Los Angeles, California on the following routes in both directions:

1. Peru via intermediate points to Miami and Washington and beyond to Montreal, Canada.
2. Peru via Guayaquil, Ecuador and Mexico City, Mexico to Los Angeles.

Points on the above routes may be omitted on any or all flights at the option of the operating airlines.

If the Government of Peru agrees to the foregoing proposal, I have the honor to suggest that the present note and Your Excellency's reply to that effect should be regarded as confirming the understanding arrived at in this matter and as amending paragraphs H and I of the Annex to the Agreement.

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

For the Secretary of State:
ANTHONY M. SOLOMON

His Excellency
CELSO PASTOR,
Ambassador of Peru.

The Peruvian Ambassador to the Secretary of State

PERUVIAN EMBASSY
WASHINGTON 6, D.C.

Nº 5-3-M/31 2 DE MARZO DE 1966

EXCELENTÍSIMO SEÑOR:

Tengo a honra dirigirme a Vuestra Excelencia para avisarle recibo de su atenta nota, fechada hoy, 2 de marzo de 1966, que se refiere a las Enmiendas al Acuerdo sobre Transporte Aéreo suscrito entre el Perú y los Estados Unidos de América el 27 de diciembre de 1946, nota que, en traducción al castellano dice lo siguiente:

"Señor Embajador:

Tengo a honra dirigirme a Vuestra Excelencia en referencia a las negociaciones que se celebraron en Washington, del 25 de octubre al 4 de noviembre de 1965, entre las delegaciones de nuestros gobiernos, con relación al Acuerdo sobre Transporte Aéreo entre el Gobierno de los Estados Unidos de América y el Gobierno

de la República del Perú que fue suscrito en Lima el 27 de diciembre de 1946 y enmendado por un canje de notas suscritas en Washington el 24 de abril y el 28 de mayo de 1958. Los párrafos siguientes representan el entendimiento de mi gobierno respecto de los acuerdos alcanzados durante las mencionadas negociaciones.

(1) Los dos Gobiernos convienen en que, de conformidad con las disposiciones del Acuerdo sobre Transporte Aéreo, la determinación de la capacidad, frecuencia y tipo de aeronave adecuados que se utilicen en rutas convenidas, en consonancia con los términos del Acuerdo, es la responsabilidad, en primera instancia, de las líneas aéreas designadas. A la luz del requisito de la legislación peruana respecto de la presentación de itinerarios, se conviene en que cada gobierno podrá exigir a las líneas aéreas designadas por el otro gobierno a que sometan sus itinerarios, para fines de información solamente, con treinta días de anticipación a la propuesta fecha de entrada en vigor de tales itinerarios.

(2) Ninguno de los dos gobiernos demorará o negará la entrada en vigor de los itinerarios propuestos.

(3) En el caso de que, después de un plazo razonable de operaciones conforme a tales itinerarios, cualquiera de los dos gobiernos considerare que el servicio no es compatible con la letra y el espíritu de los Párrafos B, C, D y E del Anexo al Acuerdo sobre Transporte Aéreo, y deseare objetar en cuanto a tal servicio, deberá comunicar por escrito al otro gobierno las razones en que basa sus objeciones.

(4) El otro gobierno tendrá un plazo de treinta días dentro del cual podrá comunicar por escrito su disconformidad en cuanto a la posición del gobierno objetante. Seguidamente, los dos gobiernos efectuarán arreglos para realizar consultas formales, de conformidad con las disposiciones del párrafo G del Anexo al Acuerdo sobre Transporte Aéreo, para fines de examinar a posteriori las operaciones sobre la ruta o rutas en cuestión. Se permitirá que las operaciones en cuestión sigan en efecto hasta que tales negociaciones se finalicen.

(5) En el caso de que el otro gobierno, dentro de un plazo de treinta días después de haber recibido la comunicación del gobierno objetante a que se hace referencia en el párrafo 3 arriba, no comunicare su disconformidad en cuanto a la posición del gobierno objetante, este último tendrá derecho a tomar las medidas que juzgue necesarias y adecuadas para que los servicios en cuestión se ajusten a lo dispuesto en los Párrafos B, C, D y E del Anexo al Acuerdo.

(6) Si las autoridades aeronáuticas de cualquiera de los dos países autorizaren a cualesquiera de sus líneas aéreas designadas a utilizar las aeronaves, o las aeronaves y tripulaciones, de una línea aérea no designada de la misma nacionalidad, para operaciones sobre una o más de las rutas convenidas, el otro gobierno, al ser notificado oficialmente por la vía diplomática sobre dicha autorización, permitirá el uso de dichas aeronaves, o aeronaves y tripulaciones, a condición de que se podrá exigir que dichas

aeronaves muestren en su exterior el nombre de la línea aérea designada así como las señas de la línea aérea dueña de la aeronave. Dicha aprobación no perjudicará el derecho del otro gobierno a interponer objeciones en cuanto a frecuencia o capacidad según se dispone en los Párrafos dos al cinco del presente.

(7) El Párrafo H del Anexo al Acuerdo sobre Transporte Aéreo se enmienda de la siguiente manera:

H. Las líneas aéreas de los Estados Unidos de América designadas conforme al presente Acuerdo, gozarán de los derechos de tránsito y de parada técnica, en y a través del territorio de la República del Perú, así como del derecho de embarcar y desembarcar pasajeros, carga y correo en tránsito internacional, por separado o en combinación, en Talara, Iquitos y Lima, en la siguiente ruta, vía puntos intermedios en ambas direcciones:

De los Estados Unidos y/o la Zona del Canal, a Talara, Iquitos y Lima; y más allá del Perú, a lugares en Chile y Bolivia o más allá.

En la ruta arriba indicada, las líneas aéreas que la operan podrán, a su elección, omitir escalas en uno o todos sus vuelos.

(8) El Párrafo I del Anexo al Acuerdo sobre Transporte Aéreo se enmienda de la siguiente manera:

I. Las líneas aéreas de la República del Perú designadas conforme al presente Acuerdo, gozarán de los derechos de tránsito y de parada técnica, en y a través del territorio de los Estados Unidos de América, así como del derecho de embarcar y desembarcar pasajeros, carga y correo en tránsito internacional, por separado o en combinación, en Miami, Florida, Washington, D.C. y Los Angeles, California, en las siguientes rutas, en ambas direcciones:

1. Del Perú, vía puntos intermedios, a Miami y Washington y más allá a Montreal, Canadá.
2. Del Perú, vía Guayaquil, Ecuador y Ciudad de México, México, a Los Angeles.

En las rutas arriba indicadas, las líneas aéreas que las operan podrán, a su elección, omitir escalas en uno o todos sus vuelos.

Si el Gobierno del Perú acepta la propuesta anteriormente expuesta, tengo el honor de sugerir que la presente nota y la respuesta de Vuestra Excelencia que así lo exprese, se consideren como una confirmación del entendimiento a que se ha llegado en este asunto y como enmiendas a los párrafos H e I del Anexo al Acuerdo."

Sobre el particular tengo a honra manifestar a Vuestra Excelencia que mi Gobierno está de acuerdo con las citadas Enmiendas, considerando por lo tanto la nota de Vuestra Excelencia, de fecha de hoy, y la presente respuesta como confirmaciones de las referidas Enmiendas al Acuerdo sobre Transporte Aéreo suscrito en 1946.

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

CELSO PASTOR

Excelentísimo Señor
DEAN RUSK
Secretario de Estado
Washington, D.C.

Translation

PERUVIAN EMBASSY
WASHINGTON 6, D.C.

No. 5-3-M/31

MARCH 2, 1966

EXCELLENCY:

I have the honor to acknowledge receipt of your Excellency's note dated today, March 2, 1966, referring to the Amendments to the Air Transport Agreement between Perú and the United States of America signed on December 27, 1946, which note in Spanish translation reads as follows:

[For the English language text see *ante*, p. 1194.]

In this connection, I have the honor to inform Your Excellency that my Government agrees to the aforesaid Amendments; consequently, it considers Your Excellency's note of this date and this reply to be confirmations of the aforesaid Amendments to the Air Transport Agreement signed in 1946.

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

CELSO PASTOR

His Excellency
DEAN RUSK,
Secretary of State,
Washington, D.C.

INTER-AMERICAN DEVELOPMENT BANK

Protocol to the Social Progress Trust Fund Agreement

Signed at Washington September 7, 1966;
Entered into force September 7, 1966.

PROTOCOL TO THE SOCIAL PROGRESS TRUST FUND AGREEMENT

Agreement dated this seventh day of September, 1966, between the Government of the United States of America (hereinafter called the "United States") and the Inter-American Development Bank (hereinafter called the "Bank"), to amend further the agreement (hereinafter called the "Social Progress Trust Fund Agreement") dated the nineteenth day of June, 1961 [1] between the United States and the Bank entrusting to the Bank the administration of the Social Progress Trust Fund constituted from part of the Special Inter-American Fund for Social Progress.

WHEREAS Resolution AG–7/66 of the Board of Governors of the Bank requested the Board of Executive Directors of the Bank to establish a Preinvestment Fund for Latin American Integration (hereinafter called the "Preinvestment Fund") destined to finance studies and the preparation of projects which may help to accelerate the process of Latin American integration and authorized the Bank to receive contributions from member and non-member countries of the Bank and from other national and international institutions and agencies for the purpose of the Preinvestment Fund;

WHEREAS Resolution DE–92/66 of the Board of Executive Directors of the Bank established the Preinvestment Fund in accordance with the said resolution of the Board of Governors of the Bank;

AND WHEREAS the United States and the Bank find it desirable to permit a portion of the resources of the Social Progress Trust Fund to be used to facilitate the initial operations of the Preinvestment Fund.

NOW, THEREFORE, the Parties hereto agree as follows:

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[1] TIAS 4763, 5522; 12 UST 632; 15 UST 104.

ARTICLE I

Section 1.05 of the Social Progress Trust Fund Agreement is amended to read as follows:

"Sec. 1.05. In addition, the Administrator shall utilize the resources of the Fund to provide:

(a) Technical assistance related to projects in the fields set forth in Section 1.04;

(b) Technical assistance related to the mobilizing of domestic financial resources and the strengthening of financial institutions; and

(c) Technical assistance pursuant to the terms of the Pre-investment Fund for Latin American Integration established by Resolution DE-92/66, of the Board of Executive Directors of the Bank, provided that the resources of the Fund made available under this sub-section (c) shall be in amounts to be agreed upon by the Administrator and the United States from time to time."

ARTICLE II

This protocol shall enter into force on the date hereof.

DONE at the city of Washington in the District of Columbia, this seventh day of September, 1966, in two equally authentic originals.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA:

LINCOLN GORDON

Lincoln Gordon
Assistant Secretary of State for Inter-American Affairs and U. S. Coordinator, Alliance for Progress

FOR THE INTER-AMERICAN DEVELOPMENT BANK:

F HERRERA

Felipe Herrera
President

MEXICO

Boundary Waters: Loan of Waters of the Colorado River

Agreement effected by exchange of notes
Signed at México August 24, 1966;
Entered into force August 24, 1966.

The American Ambassador to the Mexican Secretary of Foreign Relations

No. 291 MEXICO CITY, *August 24, 1966*

EXCELLENCY:

I have the honor to refer to the recent request of the Mexican Commissioner on the International Boundary and Water Commission for additional waters of the Colorado River to relieve the critical shortage of water available for irrigation of lands in the Mexicali Valley. I have the honor to inform Your Excellency that the Government of the United States of America is prepared to provide the needed waters to Mexico and for this purpose to conclude with the Government of the United Mexican States an Agreement on the following terms:

1. The United States shall, during the months of September and December 1966, release to Mexico, in accordance with a schedule to be agreed upon by the International Boundary and Water Commission, 40,535 acre-feet of Colorado River waters in addition to the waters of the Colorado River allocated to Mexico annually under Article 10 of the Water Treaty signed in Washington on February 3, 1944. [1]
2. The United States will retain 40,535 acre-feet of water from its annual scheduled deliveries to Mexico under the 1944 Water Treaty in calendar year 1967, in accordance with a schedule to be agreed upon by the International Boundary and Water Commission before January 1, 1967, unless it is determined by the United States in the May 1, 1967 forecast, to be issued about May 15, 1967, that the runoff of Colorado River waters in the United States from April through July, 1967 is expected to be 8.5 million acre-feet or more, in which event the 40,535 acre-feet will be retained over a period of three years including

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[1] TS 994; 59 Stat. 1237.

1967, in accordance with a schedule to be agreed upon by the Commission before July 1, 1967. In the event that either of the aforesaid schedules cannot be agreed upon by the Commission, the United States must reserve the determination to itself.

3. The releases and retention of waters agreed to in paragraphs 1 and 2 shall be effected within the maximum and minimum schedules of delivery by months set forth in Article 15 of the 1944 Water Treaty.

4. The United Mexican States agrees to reimburse the United States at market value for any actual decrease in power generation at either Hoover or Glen Canyon Power Plant, caused by the loss of power head resulting from the release of the said 40,535 acre-feet to Mexico.

5. This Agreement shall not be regarded as a precedent for deliveries of water in the future in addition to the waters of the Colorado River allotted to Mexico annually under Article 10 of the 1944 Water Treaty.

If this proposal is acceptable to the Government of the United Mexican States, this Note and Your Excellency's reply concurring therein shall constitute an Agreement between our two Governments, which shall enter into force on the date of your Excellency's reply.

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

FULTON FREEMAN

His Excellency
ANTONIO CARRILLO FLORES,
Secretary of Foreign Relations,
Mexico, D. F.

The Mexican Secretary of Foreign Relations to the American Ambassador

SECRETARIA DE RELACIONES EXTERIORES
ESTADOS UNIDOS MEXICANOS
MEXICO

No. 11205

MÉXICO, D.F., *24 de agosto de 1966.*

SEÑOR EMBAJADOR:

Tengo el honor de acusar recibo a Vuestra Excelencia de su atenta nota No. 291 de esta fecha, cuyo texto vertido al español es el siguiente:

"Tengo el honor de referirme a la reciente solicitud del Comisionado Mexicano en la Comisión Internacional de Límites y Aguas para que se proporcionen aguas adicionales del Río Colorado a fin de aliviar la escasez crítica de agua disponible para el riego de tierras en el Valle de Mexicali. Tengo el honor de informar a Vuestra Excelencia que el Gobierno de los Estados Unidos de América está dispuesto a proporcionar a México las aguas que se necesitan y a concluir, con este propósito, un Acuerdo con el

Gobierno de los Estados Unidos Mexicanos en los términos siguientes:

"1.–Los Estados Unidos, durante los meses de septiembre y diciembre de 1966, entregarán a México, de acuerdo con una tabla que será fijada por la Comisión Internacional de Límites y Aguas, 50 millones de metros cúbicos (40.535 acres pies) de aguas del Río Colorado adicionales a las aguas del Río Colorado asignadas anualmente a México conforme al Artículo 10 del Tratado de Aguas firmado en Washington el 3 de febrero de 1944.

"2.–Los Estados Unidos retendrán 50 millones de metros cúbicos (40.535 acres pies) de agua de sus entregas anuales a México tabuladas de acuerdo con el Tratado de Aguas de 1944 en el año natural de 1967, de conformidad con una tabla que será fijada por la Comisión Internacional de Límites y Aguas antes del 1o. de enero de 1967, a menos que los Estados Unidos determinen en las previsiones correspondientes al 1o. de mayo de 1967, que serán expedidas alrededor del 15 de mayo de 1967, que el escurrimiento del Río Colorado en los Estados Unidos de abril a julio de 1967 se calcula en 8.5 millones de acres pies o más, en cuyo caso los 50 millones de metros cúbicos (40.535 acres pies) serán retenidos en el transcurso de tres años incluyendo el de 1967, de conformidad con una tabla que será fijada por la Comisión antes del 1o. de julio de 1967. En caso de que la Comisión no pueda ponerse de acuerdo sobre cualquiera de las tablas antes mencionadas, los Estados Unidos deben reservarse tomar la decisión por sí mismos.

"3.–Las entregas y la retención de aguas convenidas en los párrafos 1 y 2 se efectuarán dentro de los límites máximo y mínimo que, segun el mes, establece para las entregas el Artículo 15 del Tratado de Aguas de 1944.

"4.–Los Estados Unidos Mexicanos convienen en reintegrar a los Estados Unidos, al precio de mercado, cualquier disminución efectiva en la generación de energía, ya sea en la planta hidroeléctrica de Hoover o en la de Glen Canyon, que sea causada por pérdida de carga resultante de la entrega de los mencionados 50 millones de metros cúbicos (40.535 acres pies) a México.

"5.–Este Acuerdo no será considerado como precedente para entregas de aguas en el futuro en exceso de las aguas del Río Colorado asignadas a México anualmente conforme al Artículo 10 del Tratado de Aguas de 1944.

"Si esta propuesta es aceptable para el Gobierno de los Estados Unidos Mexicanos, esta nota y la respuesta de conformidad de Vuestra Excelencia, constituirán un Acuerdo entre nuestros dos Gobiernos, que entrará en vigor en la fecha de la respuesta de Vuestra Excelencia."

En respuesta, tengo el honor de manifestar a Vuestra Excelencia que mi Gobierno considera aceptables las propuestas contenidas en

la nota arriba transcrita y, en consecuencia, conviene en que la misma junto con la presente constituyan un Acuerdo entre el Gobierno de los Estados Unidos Mexicanos y el de los Estados Unidos de América, el cual tendrá vigencia a partir del día de hoy.

Aprovecho esta oportunidad para renovar a Vuestra Excelencia el testimonio de mi más alta consideración.

ANTONIO CARRILLO FLORES

Excelentísimo Señor FULTON FREEMAN,
Embajador Extraordinario y Plenipotenciario
de los Estados Unidos de América,
Ciudad.

Translation

MINISTRY OF FOREIGN RELATIONS
UNITED MEXICAN STATES
MEXICO

No. 11205 MÉXICO, D.F., *August 24, 1966*

MR. AMBASSADOR:

I have the honor to acknowledge the receipt of Your Excellency's note No. 291 dated today, the text of which, translated into Spanish, reads as follows:

[For the English language text see *ante*, p. 1202.]

In reply I have the honor to inform Your Excellency that my Government considers the proposals contained in the note transcribed above to be acceptable, and consequently, it agrees that the aforesaid note and this reply shall constitute an agreement between the Government of the United Mexican States and the Government of the United States of America, which shall enter into force on this date.

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

ANTONIO CARRILLO FLORES

His Excellency
FULTON FREEMAN,
Ambassador Extraordinary and Plenipotentiary
of the United States of America,
City.

PHILIPPINES

Defense: Establishment of Petroleum Products Pipeline

Agreement effected by exchange of notes
Signed at Manila August 26, 1966;
Entered into force August 26, 1966.

The American Ambassador to the Philippine Secretary of Foreign Affairs

No. 154 MANILA, *August 26, 1966*

EXCELLENCY:

I have the honor to refer to the Embassy's Note No. 828 dated April 6, 1966, and to the Department of Foreign Affairs' Note No. 12221 dated June 8, 1966, [1] and to discussions between representatives of our two Governments concerning the immediate installation and operation by the United States Government of a petroleum products pipeline from Subic Bay Naval Reservation through Basa Air Base to Clark Air Force Base, as an urgent and important requirement to serve the mutual defense and security interests of our two Governments, pursuant to Article III, subparagraph 2 (d) of the United States-Philippine Military Bases Agreement of 1947, [2] and to propose that the following terms and conditions govern the installation, operation and maintenance of the pipeline:

1. The Philippine Government grants and assures to the U.S. Government full rights of access and use of the land or interest in land required for the installation, operation and maintenance of a petroleum products pipeline from Subic Bay Naval Reservation, through Basa Air Base, to Clark Air Force Base. This includes the free and unobstructed use of rights-of-way along and through public roads and highways or other public lands and authority to enter, occupy and use rights-of-way on or over private lands for the purposes of this agreement. The route of the pipeline will follow generally the national highways from Subic Bay Naval Reservation by way of Dinalupihan, Bataan, Basa Air Base, Porac and Angeles City, Pampanga, to Clark Air Force Base.

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[1] Not printed.

[2] TIAS 1775; 61 Stat. (pt. 4) 4021.

2. The United States authorities shall furnish detailed plans showing the specifications and route of the pipeline and the timetable of its installation in specific areas to the appropriate authorities of the Philippine Government.

3. The United States Government agrees that in the installation of the pipeline, account shall be taken of the possibility of moving petroleum products through the pipeline to Basa Air Base for the benefit of the Philippine Air Force in accordance with arrangements to be agreed upon by the Philippines-United States Mutual Defense Board.

4. Where necessary, land or interests in land required for the installation, operation and maintenance of the pipeline and appurtenances will be acquired by the Philippine Government. The United States Government agrees to reimburse the Philippine Government for all reasonable expenses incurred in connection with such acquisition. The land or interests in land thus acquired shall be titled in the Philippine Government and the land along the route of the pipeline already titled in the Philippine Government or any agency thereof shall remain so titled as long as the present agreement remains in effect.

5. Whenever it is necessary to acquire by condemnation or expropriation proceedings interests in real property belonging to any private person, association or corporation, it shall be carried out according to the procedure set forth in Article XXII of the Military Bases Agreement of 1947. [1]

6. The United States Government agrees that there will be no interference in the public use of the public roads and highways along which much of the pipeline will be installed, except to the extent necessary for the installation, operation and maintenance of the pipeline. The Philippine Government may require relocation of any portion of or appurtenances to the pipeline for necessary public works purposes where such relocation will not interfere with or impede essential military operations or maintenance of the pipeline and under such terms and conditions as may be agreed upon by the appropriate authorities of the two Governments. Such relocation will be accomplished by the United States Government at its own expense.

7. Appropriate authorities and agencies of the two Governments will co-operate and mutually assist each other in all aspects of the installation, operation, maintenance and security of the pipeline, including the removal of obstructions along the rights-of-way followed by the pipeline along public roads and highways and the acquisition of rights of access and use across and through privately owned lands.

8. The pipeline shall not be utilized for any private or commercial purpose, or for other than defense purposes, without the prior approval of the Philippine Government. In accordance with the spirit of

[1] TIAS 1775; 61 Stat. (pt. 4) 4029.

Article XXV of the Military Bases Agreement of 1947, [1] the United States shall not transfer its rights and interests in the pipeline to any third power or to any private person, entity, or commercial concern without the prior consent of the Philippine Government.

9. Upon termination of this agreement pursuant to paragraph 11, all rights and interests of the United States in the pipeline shall, to the extent not covered in Article XVII of the Military Bases Agreement of 1947, [1] be the subject of discussions between our two Governments.

10. The provisions of the Military Bases Agreement of 1947, together with all additions or amendments thereto, regarding taxes and duties [2] will be applicable to the present agreement.

11. Unless sooner terminated or extended by mutual agreement, the right of the United States to operate and maintain the pipeline shall remain in effect during the period of validity of the Military Bases Agreement, or any revision [3] or replacement thereof.

If the foregoing is acceptable to your Excellency's Government, I have the honor to propose that this Note and your Excellency's reply indicating concurrence shall constitute an agreement between our two Governments.

Accept Excellency, the renewed assurances of my highest consideration.

WILLIAM MCCORMICK BLAIR, Jr.

His Excellency
NARCISO RAMOS,
Secretary of Foreign Affairs,
Manila.

The Philippine Secretary of Foreign Affairs to the American Ambassador

REPUBLIC OF THE PHILIPPINES
DEPARTMENT OF FOREIGN AFFAIRS

19419 MANILA, *August 26, 1966*

EXCELLENCY:

I have the honor to acknowledge the receipt of your Note No. 154 of today's date reading as follows:

"I have the honor to refer to the Embassy's Note No. 828 dated April 6, 1966, and to the Department of Foreign Affairs' Note No. 12221 dated June 8, 1966, and to discussions between representatives

[1] TIAS 1775; 61 Stat. (pt. 4) 4030, 4027.
[2] See TIAS 2739, 2936; 3 UST (pt. 4) 5334; 5 UST 432.
[3] See TIAS 6084; *post*, p. 1212.

of our two Governments concerning the immediate installation and operation by the United States Government of a petroleum products pipeline from Subic Bay Naval Reservation through Basa Air Base to Clark Air Force Base, as an urgent and important requirement to serve the mutual defense and security interests of our two Governments, pursuant to Article III, subparagraph 2(d) of the United States-Philippine Military Bases Agreement of 1947, and to propose that the following terms and conditions govern the installation, operation and maintenance of the pipeline:

"1. The Philippine Government grants and assures to the U.S. Government full rights of access and use of the land or interest in land required for the installation, operation and maintenance of a petroleum products pipeline from Subic Bay Naval Reservation, through Basa Air Base, to Clark Air Force Base. This includes the free and unobstructed use of rights-of-way along and through public roads and highways or other public lands and authority to enter, occupy and use rights-of-way on or over private lands for the purposes of this agreement. The route of the pipeline will follow generally the national highways from Subic Bay Naval Reservation by way of Dinalupihan, Bataan, Basa Air Base, Porac and Angeles City, Pampanga, to Clark Air Force Base.

"2. The United States authorities shall furnish detailed plans showing the specifications and route of the pipeline and the timetable of its installation in specific areas to the appropriate authorities of the Philippine Government.

"3. The United States Government agrees that in the installation of the pipeline, account shall be taken of the possibility of moving petroleum products through the pipeline to Basa Air Base for the benefit of the Philippine Air Force in accordance with arrangements to be agreed upon by the Philippines-United States Mutual Defense Board.

"4. Where necessary, land or interests in land required for the installation, operation and maintenance of the pipeline and appurtenances will be acquired by the Philippine Government. The United States Government agrees to reimburse the Philippine Government for all reasonable expenses incurred in connection with such acquisition. The land or interests in land thus acquired shall be titled in the Philippine Government and the land along the route of the pipeline already titled in the Philippine Government or any agency thereof shall remain so titled as long as the present agreement remains in effect.

"5. Whenever it is necessary to acquire by condemnation or expropriation proceedings interests in real property belonging to any private person, association or corporation, it shall be carried out according to the procedure set forth in Article XXII of the Military Bases Agreement of 1947.

"6. The United States Government agrees that there will be no interference in the public use of the public roads and highways along which much of the pipeline will be installed, except to the extent necessary for the installation, operation and maintenance of the pipeline. The Philippine Government may require relocation of any portion of or appurtenances to the pipeline for necessary public works purposes where such relocation will not interfere with or impede essential military operations or maintenance of the pipeline and under such terms and conditions as may be agreed upon by the appropriate authorities of the two Governments. Such relocation will be accomplished by the United States Government at its own expense.

"7. Appropriate authorities and agencies of the two Governments will co-operate and mutually assist each other in all aspects of the installation, operation, maintenance and security of the pipeline, including the removal of obstructions along the rights-of-way followed by the pipeline along public roads and highways and the acquisition of rights of access and use across and through privately owned lands.

"8. The pipeline shall not be utilized for any private or commercial purpose, or for other than defense purposes, without the prior approval of the Philippine Government. In accordance with the spirit of Article XXV of the Military Bases Agreement of 1947, the United States shall not transfer its rights and interests in the pipeline to any third power or to any private person, entity, or commercial concern without the prior consent of the Philippine Government.

"9. Upon termination of this agreement pursuant to paragraph 11, all rights and interests of the United States in the pipeline shall, to the extent not covered in Article XVII of the Military Bases Agreement of 1947, be the subject of discussions between our two Governments.

"10. The provisions of the Military Bases Agreement of 1947, together with all additions or amendments thereto, regarding taxes and duties will be applicable to the present agreement.

"11. Unless sooner terminated or extended by mutual agreement, the right of the United States to operate and maintain the pipeline shall remain in effect during the period of validity of the Military Bases Agreement, or any revision or replacement thereof.

"If the foregoing is acceptable to your Excellency's Government, I have the honor to propose that this Note and your Excellency's reply indicating concurrence shall constitute an agreement between our two Governments.

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

I have the honor to inform you that your above-quoted Note is acceptable to the Government of the Republic of the Philippines and that your above-quoted Note and this Note shall constitute an agreement between our two Governments.

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

NARCISO RAMOS

His Excellency WILLIAM MCCORMICK BLAIR, Jr.
United States Ambassador
Embassy of the United States of America
Manila

PHILIPPINES

Military Bases in the Philippines

Agreement amending the agreement of March 14, 1947, as amended.
Effected by exchange of notes
Signed at Washington September 16, 1966;
Entered into force September 16, 1966.

The Secretary of State to the Philippine Secretary of Foreign Affairs

DEPARTMENT OF STATE
WASHINGTON
September 16, 1966

EXCELLENCY:

I have the honor to refer to the Military Bases Agreement of 1947 between the Republic of the Philippines and the United States of America [1] and the Memorandum of Agreement of Foreign Secretary Serrano and Ambassador Bohlen of October 12, 1959. [2] In this regard, I have the honor on behalf of my government to reaffirm the policy of the United States regarding mutual defense expressed in the 1959 Memorandum.

I have the honor, further, to propose that agreements reached between Ambassador Bohlen and Secretary Serrano in that Memorandum regarding consultation be confirmed, and that Article XXIX of the Military Bases Agreement be amended by substituting for the present provisions of Article XXIX the following:

> Article XXIX – Term of Agreement. Unless terminated earlier by mutual agreement of the two governments, this Agreement and agreed revisions thereof shall remain in force for a period of 25 years from September 16, 1966 after which, unless extended for a longer period by mutual agreement, it shall become subject to termination upon one year's notice by either government.

If the foregoing proposal is acceptable to your government, I have the honor to propose that Your Excellency's reply indicating such acceptance shall constitute an agreement between our two governments

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[1] TIAS 1775; 61 Stat. (pt. 4) 4019.
[2] Not printed.

on this proposal, which will enter into force on the date of Your Excellency's reply.

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

DEAN RUSK

His Excellency
NARCISO RAMOS,
Secretary of Foreign Affairs,
c/o Embassy of the Philippines,
Washington, D.C.

The Philippine Secretary of Foreign Affairs to the Secretary of State

REPUBLIC OF THE PHILIPPINES
DEPARTMENT OF FOREIGN AFFAIRS

IN REPLY PLEASE ADDRESS
THE SECRETARY OF FOREIGN AFFAIRS
AND REFER TO
FILE NO. _____

WASHINGTON, D.C., *September 16, 1966*

EXCELLENCY:

I have the honor to refer to Your Excellency's Note dated September 16, 1966, which reads as follows:

"I have the honor to refer to the Military Bases Agreement of 1947 between the Republic of the Philippines and the United States of America and the Memorandum of Agreement of Foreign Secretary Serrano and Ambassador Bohlen of October 12, 1959. In this regard, I have the honor on behalf of my government to reaffirm the policy of the United States regarding mutual defense expressed in the 1959 Memorandum.

"I have the honor, further, to propose that agreements reached between Ambassador Bohlen and Secretary Serrano in that Memorandum regarding consultation be confirmed, and that Article XXIX of the Military Bases Agreement be amended by substituting for the present provisions of Article XXIX the following:

Article XXIX – Term of Agreement. Unless terminated earlier by mutual agreement of the two governments, this Agreement and agreed revisions thereof shall remain in force for a period of 25 years from September 16, 1966 after which, unless extended for a longer period by mutual agreement, it shall become subject to termination upon one year's notice by either government.

"If the foregoing proposal is acceptable to your government, I have the honor to propose that Your Excellency's reply indicating such acceptance shall constitute an agreement between our two

governments on this proposal, which will enter into force on the date of Your Excellency's reply."

I have the honor, further, to inform Your Excellency that the proposal of the United States Government is acceptable to the Government of the Republic of the Philippines and that my Government agrees that Your Excellency's Note above quoted and this Note shall constitute an agreement between our two governments on the foregoing proposal effective September 16, 1966.

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

NARCISO RAMOS
Secretary of Foreign Affairs

His Excellency
DEAN RUSK
Secretary of State
Washington, D.C.

JORDAN

Agricultural Commodities: Sales Under Title IV

Agreement signed at Amman August 25, 1966;
Entered into force August 25, 1966.
With exchange of notes.

AGRICULTURAL COMMODITIES AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF THE HASHEMITE KINGDOM OF JORDAN UNDER TITLE IV OF THE AGRICULTURAL TRADE DEVELOPMENT AND ASSISTANCE ACT, AS AMENDED

The Government of the United States of America and the Government of the Hashemite Kingdom of Jordan:

Recognizing the desirability of expanding trade in agricultural commodities between their two countries in a manner which would utilize surplus agricultural commodities, including the products thereof, produced in the United States of America to assist economic development in the Hashemite Kingdom of Jordan;

Recognizing that such expanded trade should be carried on in a manner which would not displace cash marketings of the United States of America in these commodities or unduly disrupt world prices of agricultural commodities or normal patterns of commercial trade;

Recognizing further that by providing such commodities to the Hashemite Kingdom of Jordan under long-term supply and credit arrangements, the resources and manpower of the Hashemite Kingdom of Jordan can be utilized more effectively for economic development without jeopardizing meanwhile adequate supplies of agricultural commodities for domestic use;

Desiring to set forth the understandings which will govern the sales, as specified below, of commodities to the Hashemite Kingdom of Jordan pursuant to Title IV of the Agricultural Trade Development and Assistance Act, [1] as amended (hereinafter referred to as the Act);

Have agreed as follows:

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[1] 73 Stat. 610; 7 U.S.C. §§ 1731–1736.

ARTICLE I

COMMODITY SALES PROVISIONS

1. Subject to issuance by the Government of the United States of America and acceptance by the Government of the Hashemite Kingdom of Jordan of credit purchase authorizations and to the availability of commodities under the Act at the time of exportation, the Government of the United States of America undertakes to finance, during the periods specified below, or such longer periods as may be authorized by the Government of the United States of America, sales for United States dollars, to purchasers authorized by the Government of the Hashemite Kingdom of Jordan, of the following commodities:

Commodity	Supply Period	Approximate Maximum Quantity (Metric Tons)	Maximum Export Market Value to be Financed (1,000)
Wheat and/or wheat flour	Fiscal Year 1967	22, 500	$1, 497
Ocean transportation (estimated)			133
Total			$1, 630.

The total amount of financing provided in the credit purchase authorizations shall not exceed the above-specified export market value to be financed, except that additional financing for ocean transportation will be provided if the estimated amount for financing shipments required to be made on United States flag vessels proves to be insufficient. It is understood that the Government of the United States of America may limit the amount of financing provided in the credit purchase authorizations, as price declines or other marketing factors may require, so that the quantities of commodities financed will not substantially exceed the above-specified approximate maximum quantities.

2. Applications for credit purchase authorizations will be made promptly after the effective date of this Agreement. Purchase authorizations will include provisions relating to the sale and delivery of the commodities and other relevant matters.

3. The financing, sales, and delivery of commodities hereunder may be terminated by either Government if that Government determines that because of changed conditions the continuation of such financing, sale, and delivery is unnecessary or undesirable.

ARTICLE II

CREDIT PROVISIONS

1. The Government of the Hashemite Kingdom of Jordan will pay, or cause to be paid, in United States dollars to the Government of the

United States of America for the commodities specified in Article I and related ocean transportation (except excess ocean transportation costs resulting from the requirement that United States flag vessels be used), the amount financed by the Government of the United States of America together with interest thereon.

2. The amount of the principal due for commodities delivered in each calendar year under this Agreement, including the applicable related ocean transportation costs, shall be made in 19 approximately equal annual payments, the first of which shall become due two years after the date of last delivery of commodities in any calendar year. Subsequent annual payments shall become due at intervals of one year thereafter. Any annual payment may be made prior to the due date thereof.

3. Interest on the unpaid balance of the principal due the Government of the United States of America for commodities delivered in each calendar year shall begin on the date of last delivery of commodities in such calendar year and be paid annually beginning one year after such date of last delivery. The interest shall be computed at the rate of 2½ percent per annum.

4. All payments shall be made in United States dollars and the Government of the Hashemite Kingdom of Jordan shall deposit, or cause to be deposited, such payments in the United States Treasury for credit to the Commodity Credit Corporation unless another depository is agreed upon by the two Governments.

5. The two Governments will each establish appropriate procedures to facilitate the reconcilation of their respective records of the amounts financed with respect to the commodities delivered during each calendar year.

6. For the purpose of determining the date of last delivery of commodities for each calendar year, delivery shall be deemed to have occurred as of the on-board date shown in the ocean bill of lading which has been signed or initialed on behalf of the carrier.

ARTICLE III

GENERAL PROVISIONS

1. The Government of the Hashemite Kingdom of Jordan will take all possible measures to prevent the resale or transshipment to other countries, or the use for other than domestic consumption, of the agricultural commodities purchased pursuant to this Agreement (unless such resale, transshipment or use is specifically approved by the Government of the United States of America); to prevent the export of any commodity of either domestic or foreign origin which is the same as or like the commodities purchased pursuant to this Agreement during the period beginning on the date of this Agreement and ending on the final date on which said commodities are received and utilized (except where such export is specifically approved by the

Government of the United States of America); and to ensure that the purchase of commodities pursuant to this Agreement does not result in increased availability of the same or like commodities to nations unfriendly to the United States of America.

2. The two Governments will take reasonable precautions to assure that sales and purchases of commodities pursuant to the Agreement will not displace usual marketings of the United States of America in these commodities or unduly disrupt world prices of agricultural commodities or normal patterns of commercial trade of countries friendly to the United States of America.

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 Hashemite Kingdom of Jordan will furnish quarterly information on the progress of the program, particularly with respect to the arrival and condition of the commodities, and information relating to imports and exports of the same or like commodities.

ARTICLE IV

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 V

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 Amman in duplicate this twenty-fifth day of August, 1966.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA:

FINDLEY BURNS, Jr.

Findley Burns, Jr.
Ambassador

FOR THE GOVERNMENT OF THE HASHEMITE KINGDOM OF JORDAN:

HATEM S. ZU'BI

Hatem Zu'bi
Minister of National Economy

The American Ambassador to the Jordan Minister of National Economy

AMMAN, *August 25, 1966.*

EXCELLENCY:

I have the honor to refer to the Agricultural Commodities Agreement between our two Governments signed today and to inform you of my Government's understanding of the following:

1. With regard to paragraph 4 of Article III of the Agreement, the Government of the Hashemite Kingdom of Jordan agrees to furnish quarterly the following information in connection with each shipment of commodities received under the Agreement: the name of each vessel, the date of arrival, the port of arrival, the commodity and quantity received, the condition in which the commodity was received, the date unloading was completed, and the disposition of the cargo, i.e., stored, distributed locally, or if shipped, where shipped. In addition, the Government of the Hashemite Kingdom of Jordan agrees to furnish quarterly: (a) a statement of measures it has taken to prevent the re-export or transshipment of the commodities furnished, (b) assurances that the program has not resulted in the increased availability of the same or like commodities to other nations. The Government of the Hashemite Kingdom of Jordan agrees that the above statements will be accompanied by statistical data on imports and exports by country of origin or destination of commodities which are the same as or like those imported under the Agreement.

2. As agreed in conversations which have taken place between representatives of our two Governments, the Jordanian dinars resulting from the sale of commodities financed under the Agreement will be deposited by the Government of the Hashemite Kingdom of Jordan in a special account in the name of the Government of the Hashemite Kingdom of Jordan and will be used by the Government of the Hashemite Kingdom of Jordan for economic and social development programs as may be mutually agreed upon by our two Governments.

3. It is also understood that any Jordanian dinars resulting from the sale in Jordan of the commodities financed under the agreement which are loaned by the Government of the Hashemite Kingdom of Jordan to private or nongovernmental organizations shall be loaned at rates of interest approximately equivalent to those charged for comparable loans in Jordan.

4. The Government of the Hashemite Kingdom of Jordan agrees to furnish the Government of the United States of America semiannual reports showing the total Jordanian dinars available to the Government of the Hashemite Kingdom of Jordan from the sale of the commodities, a list of the projects being undertaken, and related information, including the name and location of each project, the amount invested in it and its status of completion.

5. The Government of the Hashemite Kingdom of Jordan agrees to limit exports of wheat, including durum wheat, or wheat products including semolina or pasta products, beginning with the effective date of the Agreement and during the remainder of United States fiscal year 1967 or in any subsequent United States fiscal year during which wheat and/or wheat flour under the Agreement is being imported, to the following destinations and amounts: (a) amounts traditionally supplied to northern portions of Saudi Arabia, and (b) insignificant amounts to other countries of the Jordan region.

I shall appreciate receiving your Excellency's confirmation of the above understanding.

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

FINDLEY BURNS, Jr.

His Excellency
HATEM ZU'BI,
Minister of National Economy,
Hashemite Kingdom of Jordan,
Amman.

The Jordan Minister of National Economy to the American Ambassador

MINISTRY OF NATIONAL ECONOMY
Supply Import & Export Dept.
AMMAN

وزارة الاقتصاد الوطني
دائرة التموين والاستيراد والتصدير
عمان

Ref. No. 7/4/9176
Date 25, August 1966

الرقم .....
التاريخ .....

EXCELLENCY:

I have the honor to acknowledge receipt of your excellency's note which reads as follows:–

I have the honor to refer to the Agricultural Commodities Agreement between our two Governments signed today and to inform you of my Government's understanding of the following:

1. With regard to paragraph 4 of Article III of the Agreement, the Government of the Hashemite Kingdom of Jordan agrees to furnish quarterly the following information in connection with each shipment of commodities received under

the Agreement: the name of each vessel, the date of arrival, the port of arrival, the commodity and quantity received, the condition in which the commodity was received, the date unloading was completed, and the disposition of the cargo, i.e., stored, distributed locally, or if shipped, where shipped. In addition, the Government of the Hashemite Kingdom of Jordan agrees to furnish quarterly: (a) a statement of measures it has taken to prevent the re-export or transshipment of the commodities furnished, (b) assurances that the program has not resulted in the increased availability of the same or like commodities to other nations. The Government of the Hashemite Kingdom of Jordan agrees that the above statements will be accompanied by statistical data on imports and exports by country of origin or destination of commodities which are the same as or like those imported under the Agreement.

2. As agreed in conversations which have taken place between representatives of our two Governments, the Jordanian dinars resulting from the sale of commodities financed under the Agreement will be deposited by the Government of the Hashemite Kingdom of Jordan in a special account in the name of the Government of the Hashemite Kingdom of Jordan and will be used by the Government of the Hashemite Kingdom of Jordan for economic and social development programs as may be mutually agreed upon by our two Governments.

3. It is also understood that any Jordanian dinars resulting from the sale in Jordan of the commodities financed under the agreement which are loaned by the Government of the Hashemite Kingdom of Jordan to private or nongovernmental organizations shall be loaned at rates of interest approximately equivalent to those charged for comparable loans in Jordan.

4. The Government of the Hashemite Kingdom of Jordan agrees to furnish the Government of the United States of America semi-annual reports showing the total Jordanian dinars available to the Government of the Hashemite Kingdom of Jordan from the sale of the commodities, a list of the projects being undertaken, and related information, including the name and location of each project, the amount invested in it and its status of completion.

5. The Government of The Hashemite Kingdom of Jordan agrees to limit exports of wheat, including durum wheat, or wheat products, including semolina or pasta products, beginning with the effective date of the Agreement and during the remainder of United States Fiscal year 1967 or in any subsequent United States Fiscal year during which wheat and/or wheat flour under the agreement is being imported, to the following destinations

and amounts: (a) amounts traditionally supplied to northern portions of Saudi Arabia, and (b) insignifican amounts to other countries of the Jordan region.

I shall appreciate receiving your Excellency's confirmation of the above understanding.

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

I am pleased to confirm my Government's Agreement to the contents of the above note.

Accept, Excellency renewed assurances of my highest esteem.

HATEM S. ZU'BI

Hatem S. Zu'bi
Minister of National Economy.

His Excellency
FINDLEY BURNS, Jr.
Ambassador
United States of America.

ARGENTINA

Trade

Agreement relating to the status of the agreements of October 14, 1941, and July 24, 1963.
Effected by exchange of notes
Signed at Buenos Aires August 3 and 8, 1966;
Entered into force August 8, 1966.

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

PODER EJECUTIVO NACIONAL
MINISTERIO DE RELACIONES EXTERIORES Y CULTO

BUENOS AIRES, *3 de agosto de 1966.*

SEÑOR ENCARGADO DE NEGOCIOS:

Tengo el agrado de dirigirme a Vuestra Excelencia con el fin de hacer referencia a las recientes conversaciones realizadas entre los representantes de nuestros dos Gobiernos, concernientes a la promulgación de un nuevo arancel provisional por parte del Gobierno argentino, y sus efectos sobre la futura vigencia legal del Convenio Comercial firmado el 14 de octubre de 1941 entre los Gobiernos de Estados Unidos de América y de la República Argentina.

Durante estas conversaciones se reconoció que como consecuencia de la puesta en vigor de la nueva nomenclatura aduanera y recargos de importación de la República Argentina y de la promulgación de las nuevas listas arancelarias de Estados Unidos de América, los compromisos contraídos por ambos Gobiernos en las listas originarias I, II y III, anexas al Convenio Comercial de 1941, no son totalmente operativos.

Además, se reconoció que el Gobierno argentino necesitará un tiempo adicional para preparar la revisión de su arancel provisional y que durante la serie de negociaciones comerciales de la "Rueda Kennedy" en el marco del Acuerdo General sobre Aranceles Aduaneros y Comercio (GATT) en las que participa la República Argentina con miras a su ingreso al mismo como miembro pleno y de las cuales espera resulte un cambio de concesiones aceptables para Argentina y las partes contratantes del GATT, no se requerirá de la República Argentina ni de los Estados Unidos de América que basen sus ofertas de concesiones arancelarias en los niveles de derechos consolidados en el Convenio Comercial de 1941.

Por consiguiente, es el entendimiento de mi Gobierno, que desde la fecha de entrada en vigor del convenio contemplado en el último párrafo de esta nota, y hasta el ingreso pleno del Gobierno argentino al Acuerdo General sobre Aranceles Aduaneros y Comercio, ninguno de los dos Gobiernos hará objeciones a la situación que surja de la puesta en vigencia de la nueva nomenclatura arancelaria y derechos de importación de Estados Unidos de América (Ley de Clasificación Arancelaria de 1962) o de la puesta en vigencia de la nueva ley aprobatoria de la nomenclatura aduanera y recargos de importación de la República Argentina, manteniéndose en todas sus partes las cláusulas generales del Convenio Comercial de 1941 que no contravengan los términos del presente acuerdo. Durante este período, no obstante, cada Gobierno podrá llamar a consultas, con el fin de cooperar en la búsqueda de soluciones mutuamente aceptables para los problemas que pudiera surgir o podrá dar término al Convenio Comercial, de conformidad con las disposiciones aplicables del mismo.

Finalmente, es el entendimiento de mi Gobierno que, sin perjuicio de ejercer los derechos existentes para cualquiera de las dos partes de dar término en el interín al Convenio Comercial, tal convenio y el referente a las listas arancelarias de Estados Unidos de América que entraron en vigor por notas reversales el 24 de julio de 1963, terminaran en cualquier caso con el ingreso de la República Argentina al Acuerdo General sobre Aranceles Aduaneros y Comercio, como miembro de pleno derecho, y la entrada en vigor de los resultados de las negociaciones realizadas con respecto a ese ingreso.

Tengo el agrado de proponer que, si estos entendimientos son compartidos por el Gobierno de Vuestra Excelencia, esta nota y la respuesta de Vuestra Excelencia confirmándolos, constituirán un Convenio entre nuestros dos Gobiernos, el cual entrará en vigor en el día de la fecha de la respuesta de Vuestra Excelencia.

Saludo al señor Encargado de Negocios con mi consideración más distinguida.

N COSTA MÉNDEZ

A Su Excelencia el señor Encargado de Negocios ad interim de los Estados Unidos de América,
Ministro Consejero D. LEONARD SACCIO.
Buenos Aires.

Translation

NATIONAL EXECUTIVE BRANCH
MINISTRY OF FOREIGN AFFAIRS AND WORSHIP

BUENOS AIRES, *August 3, 1966*

MR. CHARGÉ D'AFFAIRES:

[For the English language text of the first five paragraphs see *post*, pp. 1226, 1227.]

I have the honor to propose that if these understandings are shared by Your Excellency's Government, this note and Your Excellency's note of reply confirming the understandings shall constitute an agreement between our two Governments, which shall enter into force on the date of Your Excellency's reply.

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

N COSTA MÉNDEZ

His Excellency
LEONARD SACCIO,
Minister Counselor and
Chargé d'Affaires ad interim,
Embassy of the United States of America,
Buenos Aires.

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

No. 23 BUENOS AIRES, *August 8, 1966*

EXCELLENCY:

I have the honor to refer to Your Excellency's note of August 3, 1966, which reads in translation as follows:

"I have the honor to address Your Excellency for the purpose of referring to the recent conversations held between the representatives of our two Governments concerning the promulgation of a new provisional tariff by the Argentine Government, and its effect on the future legal status of the Trade Agreement, signed on October 14, 1941, [1] between the Governments of the United States of America and the Argentine Republic.

"During these conversations it was recognized that, as a consequence of the entry into force of the new tariff nomenclature and import surcharges of the Argentine Republic and of the promulgation of the new Tariff Schedules of the United States of America, the commitments undertaken by both Governments in the original Schedules I, II and III, annexed to the Trade Agreement of 1941, are not fully operative.

"Moreover, it was recognized that the Argentine Government will require additional time to prepare the revision of its provisional tariff and that, during the Kennedy Round of trade negotiations, within the framework of the General Agreement on Tariffs and Trade (GATT), in which the Republic of Argentina participates with a view to its accession to the same as a full member and from which it expects there would result an exchange of concessions acceptable to Argentina and the contracting parties to the GATT, neither Argentina nor the United States will be required to base its offers of tariff concessions on rates bound in the Trade Agreement of 1941.

"Accordingly, it is the understanding of my Government that, from the date of entry into force of the agreement envisaged in the last paragraph of this note, and until the full accession of the Argentine Government to the General Agreement on Tariffs and Trade, neither of the two Governments will object to the situation arising from the entry into force of the new tariff nomenclature and import duties of the United States of America (Tariff Classification Act of 1962) [2] or from the entry into force of the law approving the new tariff nomenclature and import surcharges of the Argentine Republic, maintaining in their entirety the general provisions of the Trade Agreement of 1941 which do not contravene the terms of the present agreement. During this period, notwithstanding, either Government may request consultations for

[1] EAS 277; 56 Stat. 1685.

[2] 76 Stat. 72; 19 U.S.C. Prec. § 1202.

the purpose of cooperating in the search for mutually acceptable solutions for such problems as may arise, or it may terminate the Trade Agreement according to the applicable provisions of the same.

"Finally, it is the understanding of my Government that, without prejudice to the exercise of the existing right of either of the two parties to terminate the Trade Agreement in the interim, such agreement and the agreement relating to the Tariff Schedules of the United States of America which entered into force by exchange of notes on July 24, 1963,[1] shall in any event terminate upon the accession of the Argentine Republic to the General Agreement on Tariffs and Trade, as a full member, and the coming into effect of the results of the negotiations conducted in connection with such accession."

I have the honor to inform Your Excellency that the Government of the United States of America shares the understandings set forth in Your Excellency's note and will consider that the aforesaid note and this reply shall constitute an agreement between our two Governments which shall enter into force on this date.

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

L SACCIO

His Excellency
Doctor NICANOR COSTA MENDEZ,
Minister of Foreign Affairs,
Buenos Aires.

[1] TIAS 5402; 14 UST 1046.

JAPAN

Visas: Waiver of Nonimmigrant Visa Fees

Agreement effected by exchange of notes
Dated at Tokyo August 9 and 23, 1966;
Entered into force September 22, 1966.

The American Embassy to the Japanese Ministry of Foreign Affairs

No. 115

The Embassy of the United States of America presents its compliments to the Ministry of Foreign Affairs and has the honor to state that the following is the understanding of the Government of the United States of America:

(1) The Government of the United States of America shall issue nonimmigrant visas free of charge on a reciprocal basis to eligible nationals of Japan under the conditions set forth in the following schedule:

Class	Visa Symbol	Validity of Visa	Number of Times Visa May be Used
Ambassador, public minister, career diplomatic or consular officer, and members of immediate family	A–1	48 months	Multiple
Other official or employee of the Government of Japan, and members of immediate family	A–2	48 months	Multiple
Attendant, servant, or personal employee of A–1 and A–2 classes, and members of immediate family	A–3	48 months	Multiple
Temporary visitor for business	B–1	48 months	Multiple
Temporary visitor for pleasure	B–2	48 months	Multiple
Person in transit	C–1	48 months	Multiple

Class	Visa Symbol	Validity of Visa	Number of Times Visa May be Used
Person in transit to United Nations Headquarters District under 11(3), (4), or (5) of the Headquarters Agreement [1]	C–2	12 months	Multiple
Official of the Government of Japan, members of immediate family, attendant, servant or personal employee, in transit	C–3	48 months	Multiple
Crewman (seaman or airman)	D	48 months	Multiple
Treaty trader, spouse and children	E–1	48 months	Multiple
Treaty investor, spouse and children	E–2	48 months	Multiple
Student	F–1	48 months	Multiple
Spouse and children of student	F–2	48 months	Multiple
Principal resident representative of the Government of Japan to international organization, his staff, and members of immediate family	G–1	48 months	Multiple
Other representative of the Government of Japan to international organization and members of immediate family	G–2	48 months	Multiple
Representative of nonrecognized or nonmember foreign government to international organization, and members of immediate family	G–3	12 months	Single
International organization officer or employee, and members of immediate family	G–4	48 months	Multiple
Attendant, servant, or personal employees of G–1, G–2, and G–4 classes, and members of immediate family	G–5	48 months	Multiple
Attendant, servant, or personal employee of G–3 class, and members of immediate family	G–5	12 months	Single

[1] TIAS 1676; 61 Stat. (pt. 4) 3423.

Class	Visa Symbol	Validity of Visa	Number of Times Visa May be Used
Temporary worker of distinguished merit and ability	H–1	Period for which employment authorized, not exceeding 48 months	Multiple
Temporary worker performing services unavailable in the United States of America	H–2	Period for which employment authorized, not exceeding 48 months	Multiple
Industrial trainee	H–3	Period for which training authorized, not exceeding 48 months	Multiple
Representative of foreign information media, spouse and children	I	48 months	Multiple
Exchange visitor	J–1	48 months	Multiple
Spouse and children of exchange visitor	J–2	48 months	Multiple

(2) The Government of Japan shall issue visas free of charge on a reciprocal basis to eligible nationals of the United States of America under the conditions set forth in the following schedule:

Class	Visa Symbol	Validity of Visa	Number of Times Visa May be Used
Ambassador, senior official of the State Department of the United States of America, diplomatic or consular officer, principal representative of the Government of the United States of America to recognized international organization, other bearers of diplomatic passports, and members of immediate families, attendants, servants or personal employees of such	Diplomatic	48 months	Multiple

Class	Visa Symbol	Validity of Visa	Number of Times Visa May be Used
Other officials of the Government of the United States of America	Official	48 months	Multiple
Representative of recognized foreign member government to international organization and members of immediate family	Official	48 months	Multiple
Representative of nonrecognized or nonmember foreign government to international organization and members of immediate family	Official	12 months	Single
Traveller in transit	Transit	48 months	Multiple
Temporary visitor for tourism	Tourist	48 months	Multiple
Treaty merchant or treaty investor	Commercial	48 months	Multiple
Student or professor	Specified	48 months	Multiple
Exchange visitor	Specified	48 months	Multiple
Entertainer or musician	Specified	Period for which contract authorized	Multiple
Religious missionary	Specified	48 months	Multiple
Representative of foreign information media	Specified	48 months	Multiple
Technician of distinguished merit and ability	Specified	Period for which contract authorized	Multiple
Skilled temporary worker	Specified	Period for which contract authorized	Multiple
Spouse and unmarried minor children of those classed (7) to (14)	Specified	The same as that of their spouse or parents	Multiple

Class	Visa Symbol	Validity of Visa	Number of Times Visa May be Used
Temporary visitor for not more than 180 days in Japan for business, religious mission, news reporting or technical work and his spouse and unmarried minor children	Commercial or specified	48 months	Multiple
Temporary visitor for not more than 180 days in Japan for attendance to amateur sports meetings, international conferences or welfare mission	Specified	48 months	Multiple
Industrial trainee	Specified	Period for which training authorized	Multiple

(3) Either Government may at any time give to the other Government written notice of its desire to terminate the treatment which it will accord to the nationals of the other country as set forth in the preceding paragraphs (1) and (2) respectively. The treatment may be terminated one month after the date of such notice.

(4) The agreement between the Governments of the United States of America and Japan effected by exchange of notes verbale dated at Tokyo on March 5 and 22, 1957, [1] shall terminate on the date on which the treatment accorded hereby becomes operative.

The Embassy has the honor to request that the Ministry confirm in behalf of the Government of Japan that the understanding set forth above is also the understanding of the Government of Japan. The Embassy further has the honor to propose that this note verbale and the Ministry's reply confirming the foregoing in behalf of the Government of Japan shall be regarded as constituting an agreement between the two Governments which will become operative thirty days subsequent to the date of the Ministry's note of reply. [2]

EMBASSY OF THE UNITED STATES OF AMERICA,
Tokyo, August 9, 1966

[1] TIAS 3805; 8 UST 532.
[2] Sept. 22, 1966.

外務省は、さらに、日本国政府に代わつて、大使館の口上書に述べられたアメリカ合衆国政府の了解が日本国政府の了解でもあることを確認するとともに、大使館の口上書及びこの回答をこの回答の日付の日から三十日後に実施される両国政府間の取極を構成するものとみなすことに同意する光栄を有する。

外　務　省

㈢ いずれの一方の政府も、前記の㈠及び㈡においてそれぞれ規定された他方の国の国民に与える待遇を終了させる希望を、いつでも文書により他方の国の政府に通告することができる。この待遇は、その通告の日の後一箇月で終了させることができる。

㈣ 千九百五十七年三月五日及び二十二日に東京で交換された口上書によりアメリカ合衆国政府及び日本国政府の間に成立した取極は、この口上書によつて与えられる待遇が実施される日をもつて終了する。

大使館は、前記のことが日本国政府の了解でもあることを外務省が日本国政府に代わつて確認されることを要請する光栄を有する。大使館は、さらに、この口上書及び日本国政府に代わつて前記のことを確認される同省の回答をその回答の口上書の日付の日から30日後に実施される両国政府間の取極を構成するものとみなすことを提案する光栄を有する。

外務省

宣教師	特　定	四十八箇月	数	次
外国報道機関の代表者	特　定	四十八箇月	数	次
顕著な功績及び能力を有する技術者	特　定	当該契約の認可された期間	数	次
熟練一時労務者	特　定	当該契約の認可された期間	数	次
前記第七号から第十四号までの者の配偶者及び未成年の子で未婚のもの	特　定	それらの者の配偶者又は両親と同一	数	次
商用、宗教的目的、報道又は技術的業務のための百八十日以内の日本滞在のための一時訪問者、その配偶者及び未成年の子で未婚のもの	商用又は特定	四十八箇月	数	次
アマチュア・スポーツ大会、国際会議への参加又は福祉目的のための百八十日以内の日本滞在のための一時訪問者	特　定	四十八箇月	数	次
産業実習生	特　定	当該実習の認可された期間	数	次

外　務　省

リカ合衆国政府の主たる代表者その他の外交旅券所持者及びこれらの者の近親家族、従者、召使又は個人的使用人				
その他のアメリカ合衆国政府公務員	公　用	四十八箇月	数	次
承認された外国政府であつて国際機関の構成員であるものの同機関に対する代表者及びその近親家族	公　用	四十八箇月	数	次
承認されていないか又は国際機関の構成員でない外国政府の同機関に対する代表者及びその近親家族	公　用	十二箇月	一	回
通過者	通　過	四十八箇月	数	次
観光のための一時訪問者	観　光	四十八箇月	数	次
条約商人又は条約投資家	商　用	四十八箇月	数	次
学生又は教授	特　定	四十八箇月	数	次
交換計画による訪問者	特　定	四十八箇月	数	次
興行出演者又は音楽家	特　定	当該契約の認可された期間	数	次

外　務　省

アメリカ合衆国において得られない役務を行なう一時労務者	H－2	四十八箇月を限度とし当該雇用の認可された期間	数　次
産業実習生	H－3	四十八箇月を限度とし当該実習の認可された期間	数　次
外国報道機関の代表者、その配偶者及び子	I	四十八箇月	数　次
交換計画による訪問者	J－1	四十八箇月	数　次
交換計画による訪問者の配偶者及び子	J－2	四十八箇月	数　次

(ロ) 日本国政府は、次の表に示す条件により、資格のあるアメリカ合衆国国民に対し、相互主義に基づき、無料で査証を発給する。

種　別	査証符号	査証の有効期間	査証の使用可能回数
大使、アメリカ合衆国国務省の高級公務員、外交官又は領事官、承認された国際機関に対するアメ	外　交	四十八箇月	数　次

外　務　省

学生の配偶者及び子	F－2	四十八箇月	数	次
国際機関に対する日本国政府の主たる駐在代表者、その職員及び近親家族	G－1	四十八箇月	数	次
国際機関に対する日本国政府のその他の代表者及びその近親家族	G－2	四十八箇月	数	次
承認されていないか又は国際機関の構成員でない外国政府の同機関に対する代表者及びその近親家族	G－3	十二箇月	一	回
国際機関の職員又は被用者及びその近親家族	G－4	四十八箇月	数	次
種別G－1、G－2及びG－4の従者、召使又は個人的使用人並びにその近親家族	G－5	四十八箇月	数	次
種別G－3の従者、召使又は個人的使用人並びにその近親家族	G－5	十二箇月	一	回
顕著な功績及び能力を有する一時労務者	H－1	四十八箇月を限度とし当該雇用の認可された期間	数	次

外　務　省

その他の日本国政府の公務員又は被用者及びその近親家族	A－2	四十八箇月	数	次
種別A－1及びA－2の従者、召使又は個人的使用人並びにその近親家族	A－3	四十八箇月	数	次
商用のための一時訪問者	B－1	四十八箇月	数	次
遊楽のための一時訪問者	B－2	四十八箇月	数	次
通過者	C－1	四十八箇月	数	次
国際連合本部協定第十一項(3)、(4)又は(5)による国際連合本部地域への通過者	C－2	十二箇月	数	次
通過者たる日本国政府公務員、その近親家族、従者、召使又は個人的使用人	C－3	四十八箇月	数	次
乗員（船員又は航空機搭乗員）	D	四十八箇月	数	次
条約商人、その配偶者及び子	E－1	四十八箇月	数	次
条約投資家、その配偶者及び子	E－2	四十八箇月	数	次
学生	F－1	四十八箇月	数	次

外　務　省

The Japanese Ministry of Foreign Affairs to the American Embassy

米北第382号

昭和41年8月23日

口　上　書

外務省は、在本邦アメリカ合衆国大使館に敬意を表するとともに、日本語の訳文が次のとおりである千九百六十六年八月九日付けの同大使館の口上書第百十五号を受領したことを確認する光栄を有する。

アメリカ合衆国大使館は、外務省に敬意を表するとともに、次のことがアメリカ合衆国政府の了解であることを申し述べる光栄を有する。

(一) アメリカ合衆国政府は、次の表に示す条件により、資格のある日本国民に対し、相互主義に基づき　無料で非移民査証を発給する。

種　　別	査証符号	査証の有効期間	査証の使用可能回数
大使、公使、正規の外交官又は領事官及びその近親家族	A－1	四十八箇月	数　次

外　務　省

Translation

MINISTRY OF FOREIGN AFFAIRS

Beihoku No. 382 AUGUST 23, 1966

Note Verbale

The Ministry of Foreign Affairs presents its compliments to the American Embassy in Japan and has the honor to confirm the receipt of the Embassy's note verbale 115 of August 6, 1966 and its translation into Japanese as follows:

[For the English language text see *ante*, p. 1228.]

The Ministry of Foreign Affairs further has the honor to confirm in behalf of the Government of Japan that the understanding of the Government of the United States of America as expressed in the Embassy's note verbale is also the understanding of the Government of Japan and that the Government of Japan concurs that the Embassy's note verbale, together with this reply, shall be regarded as constituting an agreement between the two Governments which will become operative thirty days subsequent to the date of this reply.

HONG KONG

Trade in Cotton Textiles

Agreement effected by exchange of notes
Signed at Hong Kong August 26, 1966;
Entered into force August 26, 1966;
Effective October 1, 1965.
With related notes.

The American Consul-General to the Hong Kong Director, Commerce and Industry Department

AMERICAN CONSULATE GENERAL,
HONG KONG, B. C. C.,
No. 37 *August 26, 1966.*

SIR:

I refer to the recent discussions in Hong Kong between representatives of our two Governments concerning exports of cotton textiles from Hong Kong to the United States and to the Long-Term Arrangements Regarding International Trade in Cotton Textiles done at Geneva on February 9, 1962. [1]

As a result of these discussions, I propose, on behalf of my Government, under Article 4 of the Long-Term Arrangements, the following agreement relating to exports of cotton textiles from Hong Kong to the United States.

1. The term of this Agreement shall be from October 1, 1965 through September 30, 1970. During the term of this Agreement the Government of Hong Kong shall limit annual exports of cotton textiles from Hong Kong to the United States to aggregate, group and specific limits at the levels specified below and in Annex A.

2. For the first agreement year, constituting the twelve-month period beginning October 1, 1965, the aggregate limit shall be 322,500,000 square yards equivalent.

3. Within this aggregate limit, the following group limits shall apply for the first agreement year:

GROUPS		IN SQUARE YARDS EQUIVALENT
I	Yarn	7, 338, 841
II	Fabric	126, 853, 127
III	Apparel	158, 189, 916
IV	Made-up goods and Miscellaneous	30, 118, 116

[1] TIAS 5240; 13 UST 2672.

4. Within the aggregate limit and the applicable group limits, the specific limits provided for in Annex A shall apply for the first agreement year.

5. Within the aggregate limit, the limits for Groups I, II and IV may be exceeded by not more than 10 percent, and the limit for Group III may be exceeded by not more than 5 percent. Within the applicable group limit (as it may be adjusted under this provision) specific limits may be exceeded by not more than 5 percent.

6. During the term of this Agreement, the Government of Hong Kong shall limit exports of corduroy apparel from Hong Kong to the United States. For the first agreement year this limit on corduroy apparel shall be 7,350,000 square yards equivalent. Exports of corduroy apparel shall also be counted against all other pertinent limits provided in this Agreement.

7. In the second and succeeding twelve-month periods for which any limitation is in force under paragraphs 1, 2, 3, 4 (including Annex A) and 6 of this Agreement, the level of exports permitted under such limitation shall be increased by 5 percent over the corresponding level for the preceding twelve-month period, the latter level not to include any adjustments under paragraph 5.

8. In the event of undue concentration in exports from Hong Kong to the United States of cotton textiles in any category not given a specific limit, the Government of the United States of America may request consultation with the Government of Hong Kong to determine an appropriate course of action. During the course of such consultation the Government of Hong Kong will not license further exports of the particular product in question.

9. The Government of Hong Kong shall use its best efforts to space exports from Hong Kong to the United States within each category evenly throughout the agreement year, taking into consideration normal seasonal factors.

10. The two Governments recognize that the successful implementation of this Agreement depends in large part upon mutual cooperation on statistical questions. The Government of the United States of America shall promptly supply the Government of Hong Kong with data on monthly imports of cotton textiles from Hong Kong. The Government of Hong Kong shall promptly supply the Government of the United States of America with pertinent data on anticipated exports in categories not subject to specific limits and data on monthly exports of cotton textiles to the United States. Each Government agrees to supply promptly any other available statistical data requested by the other Government.

11. In the implementation of this Agreement the system of categories listed in Annex B shall apply. Recognizing that this Agreement aligns to the best knowledge of the two Governments, Hong Kong's export control practices and United States classification practices as far as is practicable to do so (unless agreed otherwise), each Government will consult with the other, at the earliest possible opportunity, if it comes to the notice of either Government that any

problem in the classification of specific products may be developing, and both Governments will seek by all means at their disposal to resolve any problems of classification practice which may be found to exist, in a manner compatible with the interests of both Governments. Any adjustment which cannot be made during an agreement year will be considered at the annual consultations provided for in paragraph 13.

12. In the implementation of this Agreement the rates of conversion into square yard equivalents listed in Annex B hereto shall apply.

13. The two Governments agree to consult annually during the last quarter of each agreement year to review this Agreement and whenever there is any question arising in the implementation of this Agreement.

14. If the Government of Hong Kong considers that as a result of limits specified in this Agreement, Hong Kong is being placed in an inequitable position vis-a-vis a third country, the Government of Hong Kong may request consultation with the Government of the United States of America with a view to taking appropriate remedial action such as a reasonable modification of this Agreement.

15. Mutually satisfactory administrative arrangements or adjustments may be made to resolve minor problems arising in the implementation of this Agreement including differences in points of procedure or operation.

16. Either Government may terminate this Agreement effective at the end of an agreement year by written notice to the other Government to be given at least 90 days prior to the end of such agreement year. Either Government may at any time propose revisions in the terms of this Agreement.

17. During the term of this Agreement, the Government of the United States of America will not request restraint on the export of cotton textiles from Hong Kong to the United States under the procedures of Article 3 of the Long-Term Arrangements Regarding International Trade in Cotton Textiles done at Geneva on February 9, 1962. The applicability of the Long-Term Arrangements to trade in cotton textiles between Hong Kong and the United States shall otherwise be unaffected by this Agreement.

If this proposal is acceptable to the Government of Hong Kong, this note and your note of acceptance on behalf of the Government of Hong Kong shall constitute an agreement between our Governments.

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

EDWARD E. RICE

Enclosures:
1. Annex A
2. Annex B

The Honorable
D. R. HOLMES, C.B.E., M.C., E.D.,
Director,
Commerce and Industry Department,
Hong Kong.

TIAS 6088

ANNEX A

CATEGORIES SUBJECT TO SPECIFIC LIMITS AND OTHER CATEGORIES

Group and Category	Unit	Limit Quantity	Limit Equivalent Syds.
Group I, Yarns:			
Cotton yarns (Categories 1–4)	lb.	1, 595, 400	7, 338, 841
Group II, Fabrics:			
Ginghams (Categories 5–6)	Syd.	4, 385, 172	4, 385, 172
Sheeting (Categories 9–10)	Syd.	55, 504, 621	55, 504, 621
Twill and Sateen (Categories 22–23)	Syd.	19, 400, 000	19, 400, 000
Yarn-dyed fabrics, n.e.s. (Categories 24–25)	Syd.	952, 381	952, 381
Duck fabric (Categories 26(1) and 27(2))	Syd.	28, 000, 000	28, 000, 000
*All other fabrics (Categories 7, 8, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 26(2), 27(1), 27(3))	Syd.	18, 610, 953	18, 610, 953
Group III, Apparel:			
Knit T-shirts (Categories 41–42)	Doz.	413, 438	2, 990, 808
Other knit shirts (Category 43)	Doz.	428, 571	3, 100, 282
Dress Shirts (Category 45)	Doz.	568, 765	12, 618, 624
Sport Shirts (Category 46)	Doz.	543, 708	13, 297, 468
Raincoats, 3/4 length and over (Category 48)	Doz.	11, 942	597, 095
Other coats (Category 49)	Doz.	45, 330	1, 473, 239
Trousers, men and boys (Category 50)	Doz.	810, 338	14, 421, 585
Trousers, women, misses etc. (Category 51)	Doz.	1, 686, 151	30, 008, 429
Blouses (Category 52)	Doz.	1, 119, 036	16, 259, 593
Dresses (Category 53)	Doz.	60, 637	2, 746, 860
Playsuits, etc. and entireties (Categories 54 and 63(1))	Doz.	289, 443	7, 236, 064
Dressing gowns, etc. (Category 55)	Doz.	97, 650	4, 980, 169
Pajamas and other nightwear (Category 60)	Doz.	496, 124	25, 778, 617

Group and Category	Unit	Limit Quantity	Limit Equivalent Syds.
Brassieres and body-supporting garments n.e.s. (Category 61)	Doz.	1, 549, 011	7, 357, 801
Sweatshirts (Category 62(1))	lbs.	314, 212	1, 445, 376
Knit blouses (Category 62(2))	lbs.	382, 000	1, 757, 200
*All other apparel (Categories 39, 40, 44, 47, 56, 57, 58, 59, 62(3), 63(2))	Syds.	12, 120, 706	12, 120, 706

The Hong Kong Government may distribute 4 million square yards from "all other apparel" pro rata among categories in Group III given specific limits, other than categories 50 and 51. A distribution other than on a pro rata basis, may be made upon consultation and mutual agreement between the Governments of Hong Kong and the United States of America.

Group IV, Made-up Goods and Miscellaneous:

Pillowcases, plain (Categories 28–29)	No.	686, 675	744, 356
Towels, except shop towels (Categories 30–31(2))	No.	11, 339, 430	3, 946, 122
Shop Towels (Category 31(1))	lbs.	3, 677, 096	16, 914, 643
Sheets, plain (Categories 34–35)	No.	580, 000	3, 596, 000
*All other made-up goods and miscellaneous (Categories 32, 33, 36, 37, 38, 64)	Syds.	4, 916, 995	4, 916, 995

With respect to merged categories given specific limits in Groups I, II and IV, except categories 30 and 31, shipments in the combed category (or categories in Group I) may not exceed the following percentages of the applicable combined limit.

Category	Maximum Combed
1–4	72. 5%
5–6	25 %
9–10	25 %
22–23	25 %
24–25	62. 5%
26–27 (Duck)	37. 5%
28–29	37. 5%
34–35	52. 5%

*These categories are not subject to specific limits. Hence, within the aggregate and the applicable group limits, the square yard equivalent of shortfalls in exports in categories with specific limits may be used in these categories. [Footnote in original.]

ANNEX B

COTTON TEXTILE CATEGORIES AND CONVERSION FACTORS

Category	Description	Unit	Conversion Factor to square yards
1	Yarn, carded, singles	Lb.	4.6
2	Yarn, carded, plied	Lb.	4.6
3	Yarn, combed, singles	Lb.	4.6
4	Yarn, combed, plied	Lb.	4.6
5	Gingham, carded	Syd.	1.0
6	Gingham, combed	Syd.	1.0
7	Velveteen	Syd.	1.0
8	Corduroy	Syd.	1.0
9	Sheeting, carded	Syd.	1.0
10	Sheeting, combed	Syd.	1.0
11	Lawn, carded	Syd.	1.0
12	Lawn, combed	Syd.	1.0
13	Voile, carded	Syd.	1.0
14	Voile, combed	Syd.	1.0
15	Poplin and broadcloth, carded	Syd.	1.0
16	Poplin and broadcloth, combed	Syd.	1.0
17	Typewriter ribbon cloth	Syd.	1.0
18	Print cloth, shirting type, 80 x 80 type, carded	Syd.	1.0
19	Print cloth, shirting type, other than 80 x 80 type, carded	Syd.	1.0
20	Shirting, Jacquard or dobby, carded	Syd.	1.0
21	Shirting, Jacquard or dobby, combed	Syd.	1.0
22	Twill and sateen, carded	Syd.	1.0
23	Twill and sateen, combed	Syd.	1.0
24	Woven fabric, n.e.s., yarn dyed, carded	Syd.	1.0
25	Woven fabric, n.e.s., yarn dyed, combed	Syd.	1.0
26	Woven fabrics, other, carded	Syd.	1.0
(1)	Duck fabric, carded	Syd.	1.0
(2)	Woven fabrics, n.e.s.	Syd.	1.0
27	Woven fabrics, other, combed	Syd.	1.0
(1)	Oxford cloth, combed	Syd.	1.0
(2)	Duck fabric, combed	Syd.	1.0
(3)	Woven fabrics, n.e.s., combed	Syd.	1.0
28	Pillowcases, carded	No.	1.084
29	Pillowcases, combed	No.	1.084

Category	Description	Unit	Conversion Factor to square yards
30	Dish towels	No.	.348
31	Other towels	No.	.348
(1)	Shop towels (industrial wiping cloths)	Lb.	4.6
(2)	Other towels, n.e.s.	No.	.348
32	Handkerchiefs, whether or not in the piece	Doz.	1.66
33	Table damask and manufactures	Lb.	3.17
34	Sheets, carded	No.	6.2
35	Sheets, combed	No.	6.2
36	Bedspreads and quilts	No.	6.9
37	Braided and woven elastics	Lb.	4.6
38	Fishing nets and fish netting	Lb.	4.6
39	Gloves and mittens	Doz. Prs.	3.527
40	Hose and half hose	Doz. Prs.	4.6
41	T-shirts, all white, knit, men's and and boys'	Doz.	7.234
42	T-shirts, other, knit	Doz.	7.234
43	Shirts, knit, other than T-shirts and sweatshirts	Doz.	7.234
44	Sweaters and cardigans	Doz.	36.8
45	Shirts, dress, not knit, men's and boys'	Doz.	22.186
46	Shirts, sport, not knit, men's and boys'	Doz.	24.457
47	Shirts, work, not knit, men's and boys'	Doz.	22.186
48	Raincoats, ¾ length or longer, not knit	Doz.	50.0
49	Other coats, not knit	Doz.	32.5
50	Trousers, slacks and shorts (outer), not knit, men's and boys'	Doz.	17.797
51	Trousers, slacks and shorts (outer), not knit, women's, girls' and infants'	Doz.	17.797
52	Blouses, not knit	Doz.	14.53
53	Dresses (including uniforms), not knit	Doz.	45.3

Category	Description	Unit	Conversion Factor to square yards
54	Playsuits, washsuits, sunsuits, creepers, rompers, etc., not knit, n.e.s.	Doz.	25.0
55	Dressing gowns, including bathrobes, beach robes, lounge robes, housecoats, and dusters, not knit	Doz.	51.0
56	Undershirts, knit, men's and boys'	Doz.	9.2
57	Briefs and undershorts, men's and boys'	Doz.	11.25
58	Drawers, shorts and briefs, knit, n.e.s.	Doz.	5.0
59	All other underwear, not knit	Doz.	16.0
60	Pajamas and other nightwear	Doz.	51.96
61	Brassieres and other body-supporting garments	Doz.	4.75
62	Wearing apparel, knit, n.e.s.	Lb.	4.6
(1)	Sweatshirts, knit	Lb.	4.6
(2)	Blouses, knit	Lb.	4.6
(3)	Other wearing apparel, knit	Lb.	4.6
63	Wearing apparel, not knit, n.e.s.	Lb.	4.6
(1)	Entireties, not knit	Doz.	25.0
(2)	Other wearing apparel, not knit	Lb.	4.6
64	All other cotton textiles	Lb.	4.6

Apparel items exported in sets shall be recorded under separate categories of the component items.

The Hong Kong Director, Commerce and Industry Department, to the American Consul-General

TELEGRAPHIC ADDRESS:-
"CANDIHONG" HONG KONG

COMMERCE & INDUSTRY DEPARTMENT
FIRE BRIGADE BUILDING,
HONG KONG.

OUR REF.: CR. 5905/66

26th AUGUST, 1966.

SIR,

I refer to your note of 26th August, 1966, proposing an Agreement between the Governments of the United States of America and Hong Kong under Article 4 of the Long Term Arrangements Regarding International Trade in Cotton Textiles and confirm that it is acceptable to my Government.

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

D R HOLMES

(D. R. Holmes)
Director of Commerce and Industry

Mr. E. E. RICE,
Consul-General,
American Consulate General,
26 Garden Road,
Hong Kong

The American Consul-General to the Hong Kong Director, Commerce and Industry Department

AMERICAN CONSULATE GENERAL,
HONG KONG, B.C.C.,
August 26, 1966.

No. 38

SIR:

I refer to the Agreement between our two Governments concerning trade in cotton textiles signed today and confirm my Government's understanding with respect to the exports of cotton textiles that are to be counted against the limitations in the Agreement.

In view of the special circumstances discussed by the representatives of our two Governments during the negotiations from which the Agreement resulted, the Government of the United States of America agrees that during the first year of the Agreement only,

(i) the Government of Hong Kong shall have the option of permitting "swing" transfers freely between categories 15, 16, 18, 19, 23, 24, and 25 provided that the maximum export level in any one of these categories shall not exceed 2 million square yards; and

(ii) exports of cotton textiles shall not be counted against the limitations of the Agreement as follows [1]:

A. Aggregate Limit — 29,607,078 sq. yds.*

B. Group Limits

Group I – Yarns	2,602,288 sq. yds.*
Group II – Fabrics	15,589,307 sq. yds.
Group III– Apparel	8,961,903 sq. yds.*
Group IV – Made-up Goods and Misc.	2,453,580 sq. yds.*

*Equivalent Square Yards

C. Specific Limits

	Unit	Limit Quantity	Limit Equivalent Sq. Yds.
Group I			
Yarns			
Cats. 1–4	lb.	565, 715	2, 602, 288
Group II			
Fabrics			
Cats. 5–6	Sq. Yd.	219, 263	219, 263
Cats. 9–10	"	2, 775, 290	2, 775, 290
Cats. 26(1) –27(2)	"	9, 482, 944	9, 482, 944
All other fabrics	"	3, 804, 438	3, 804, 438
Group III			
Apparel			
Cats. 41–42	Doz.	20, 672	149, 544
Cat. 45	"	28, 439	630, 944
Cat. 46	"	27, 186	664, 887

[1] It is noted that the sum of the amounts provided for specific categories in each of Groups II, III and IV in 2(ii)C hereof exceeds the amounts provided for such groups in 2(ii)B and the total amount for the four groups provided for in 2(ii)C exceeds the amount provided for in 2(ii)A. It is recognized that the total of exports of cotton textiles from Hong Kong to the United States during the first agreement year shall not exceed the total of the amounts provided for in paragraph 2 of the Agreement and 2(ii)A hereof, or the amounts provided for in paragraph 3 of the Agreement (as they may be adjusted under paragraph 5 of the Agreement) and 2(ii)B hereof. [Footnote in original.]

	Unit	Limit Quantity	Limit Equivalent Sq. Yds.
Cat. 48	Doz.	597	29, 855
Cat. 49	"	2, 267	73, 664
Cat. 52	"	55, 953	812, 997
Cat. 53	"	3, 032	137, 346
Cats. 54–63(1)	"	14, 472	361, 811
Cat. 55	"	4, 883	249, 014
Cat. 60	"	24, 807	1, 288, 958
Cat. 61	"	77, 452	367, 898
Cat. 62(1)	lb.	15, 711	72, 270
Cat. 62(2)	"	90, 950	418, 370
All other apparel	Sq. Yd.	3, 870, 025	3, 870, 025
Group IV			
Made-up goods and Miscellaneous			
Cats. 28–29	No.	46, 334	50, 226
Cats. 30 & 31 (2)	"	566, 983	197, 310
Cat. 31(1)	lb.	183, 859	845, 750
Cats. 34–35	No.	231, 812	1, 437, 234

D. In addition to the foregoing amounts, exports in an aggregate of 6,000,000 square yards equivalent shall be permitted to be distributed among categories 8, 13, 20, 21, 29, 32, 33, 35, 44, 47, 56, 57, 62(3), 63(2) and 64.

E. In addition, within the aggregate limit specified in 2(ii)A above, exports may exceed the quantities shown in 2(ii)B and 2(ii)C above by not more than 5% in Groups I, II, III and IV and in categories 1–4, 5–6, 9–10, 26(1)–27(2), the fabrics basket ("all other fabrics"), 41–42, 45, 46, 48, 49, 52, 53, 54–63(1), 55–60, 61, 62(1), the apparel basket ("all other apparel") 28–29, 30–31(2) and 31(1).

I shall appreciate receiving your confirmation of the above understanding. Accept, Sir, the renewed assurances of my high consideration.

EDWARD E. RICE

The Honorable
D. R. HOLMES, C.B.E., M.C., E.D.,
Director,
Commerce and Industry Department,
Hong Kong.

The Hong Kong Director, Commerce and Industry Department, to the American Consul-General

TELEGRAPHIC ADDRESS:-
"CANDIHONG" HONG KONG

COMMERCE & INDUSTRY DEPARTMENT,
FIRE BRIGADE BUILDING,
HONG KONG.

OUR REF.: CR. 5905/66

26th AUGUST, 1966.

SIR,

I refer to your note of 26th August, 1966, concerning permitted swing transfers and exports of cotton textiles which, during the first year of the Agreement, shall not be counted against the limitations of the Agreement.

2. As requested in paragraph 3 of your note, I confirm that your Government's understanding regarding these matters accords with the understanding of the Government of Hong Kong.

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

D R HOLMES

(D. R. Holmes)
Director of Commerce and Industry

Mr. E. E. RICE,
Consul-General,
American Consulate General,
26 Garden Road,
Hong Kong.

UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND

Double Taxation: Taxes on Income

Supplementary protocol amending the convention of April 16, 1945, as modified by the supplementary protocols of June 6, 1946, May 25, 1954, and August 19, 1957.
Signed at London March 17, 1966;
Ratification advised by the Senate of the United States of America June 21, 1966;
Ratified by the President of the United States of America July 6, 1966;
Ratified by the United Kingdom of Great Britain and Northern Ireland July 18, 1966;
Ratifications exchanged at Washington September 9, 1966;
Proclaimed by the President of the United States of America September 15, 1966;
Entered into force September 9, 1966.

BY THE PRESIDENT OF THE UNITED STATES OF AMERICA

A PROCLAMATION

WHEREAS the supplementary protocol between the Government of the United States of America and the Government of the United Kingdom of Great Britain and Northern Ireland, amending the convention for the avoidance of double taxation and the prevention of fiscal evasion with respect to taxes on income, signed at Washington the 16th April, 1945, [1] as modified by the supplementary protocols signed at Washington on the 6th June, 1946, [1] the 25th May, 1954, and the 19th August, 1957, [2] was signed at London on March 17, 1966 by their respective Plenipotentiaries, the original of which protocol is word for word as follows:

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[1] TIAS 1546; 60 Stat. 1377, 1389.
[2] TIAS 3165, 4124; 6 UST 37; 9 UST 1329.

SUPPLEMENTARY PROTOCOL BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF THE UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND, AMENDING THE CONVENTION FOR THE AVOIDANCE OF DOUBLE TAXATION AND THE PREVENTION OF FISCAL EVASION WITH RESPECT TO TAXES ON INCOME, SIGNED AT WASHINGTON ON THE 16th APRIL, 1945, AS MODIFIED BY THE SUPPLEMENTARY PROTOCOLS SIGNED AT WASHINGTON ON THE 6th JUNE, 1946, THE 25th MAY, 1954, AND THE 19th AUGUST, 1957

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

Desiring to conclude a further Protocol amending the Convention for the Avoidance of Double Taxation and the Prevention of Fiscal Evasion with respect to Taxes on Income, signed at Washington on the 16th April, 1945, as modified by the Supplementary Protocol signed at Washington on the 6th June, 1946, by the Supplementary Protocol signed at Washington on the 25th May, 1954, and the Supplementary Protocol signed at Washington on the 19th August, 1957, (hereinafter referred to as "the Convention");

Have agreed as follows:

ARTICLE I

Article I of the Convention shall be deleted and replaced by the following:

"ARTICLE I

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

(*a*) In the case of the United States of America: The Federal income taxes, including surtaxes (hereinafter referred to as 'United States tax');

(*b*) In the case of the United Kingdom of Great Britain and Northern Ireland: The income tax (including surtax), the corporation tax, and the capital gains tax (hereinafter referred to as 'United Kingdom tax').

(2) The present Convention shall also apply to any other taxes of a substantially similar character imposed by either Contracting Party subsequent to the date of signature of the present Convention or by the government of any territory to which the present Convention is extended under Article XXII."

ARTICLE 2

The following new paragraph shall be added at the end of Article II of the Convention:

"(4) Where under Articles VI, VII and VIII of the present Convention income from a source in one of the territories is relieved from tax in that territory, and, under the law in force in the other territory an individual, in respect of the said income, is subject to tax by reference to the amount thereof which is remitted to or received in that other territory and not by reference to the full amount thereof, then the relief to be allowed under those Articles of the present Convention in the first-mentioned territory shall apply only to so much of the income as is remitted to or received in the other territory."

ARTICLE 3

Article III of the Convention shall be deleted and replaced by the following:

"ARTICLE III

(1) Industrial or commercial profits of an enterprise of one of the Contracting Parties shall be exempt from tax by the other Party unless the enterprise is engaged in trade or business in the territory of such other Party through a permanent establishment situated therein. If such enterprise is so engaged, tax may be imposed by such other Party on the industrial or commercial profits of the enterprise but only on so much of them as are directly or indirectly attributable to the permanent establishment.

(2) Where an enterprise of one of the Contracting Parties is engaged in trade or business in the territory of the other Contracting Party 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.

(3) In determining the industrial or commercial profits of an enterprise of one of the Contracting Parties which are taxable in the territory of the other Contracting Party in accordance with paragraphs (1) and (2), there shall be allowed as deductions all expenses (including executive and general administrative expenses) which would be deductible if the permanent establishment were an independent enterprise and which are reasonably connected with the profits so taxable, whether incurred in the territory of the Contracting Party in which the permanent establishment is situated or elsewhere.

(4) No profits shall be deemed to be derived by an enterprise of either Contracting Party merely by reason of the purchase of goods

or merchandise by a permanent establishment of the enterprise, or by the enterprise itself, for the account of the enterprise.

(5) The term 'industrial or commercial profits' means income derived by an enterprise from the active conduct of a trade or business, including income derived by an enterprise from the furnishing of services of employees or other personnel, but does not include income dealt with in Article VI, excluding paragraphs (4) and (5) (dividends), Article VII, excluding paragraph (3) (interest), Article VIII, excluding paragraph (3) (royalties), and Article XIV, excluding paragraph (3) (capital gains) nor does it include income received by an individual as compensation for personal (including professional) services."

ARTICLE 4

Article VI of the Convention having been terminated by notice given on the 30th June, 1965, under paragraph (3) of that Article, the following new Article shall be inserted in place thereof:

"ARTICLE VI

(1) The rate of United States tax on dividends beneficially owned by a resident of the United Kingdom which are derived by such a resident from a United States corporation, or are otherwise treated as being from sources within the United States, shall not exceed 15 per cent of the gross amount of the dividends.

(2) The rate of United Kingdom tax on dividends beneficially owned by a resident of the United States which are derived by such a resident from a corporation which is a resident of the United Kingdom, or are otherwise treated as being from sources within the United Kingdom, shall not exceed 15 per cent of the gross amount of the dividends.

(3) Subject to the provisions of paragraph (5) of Article VII and of paragraph (4) of Article VIII of the present Convention:

(*a*) The term 'dividends' in the case of the United Kingdom includes any item which under the law of the United Kingdom is treated as a distribution of a company except that this term does not include any redeemable share capital or security issued by a corporation in respect of shares in the corporation otherwise than wholly for new consideration, or such part of any redeemable share capital or security so issued as is not properly referable to new consideration.

(*b*) The term 'dividends' in the case of the United States includes any item which under the law of the United States is treated as a distribution out of earnings and profits.

(4) The provisions of paragraph (1) of this Article shall not apply if the recipient of the dividends, being a resident of the United Kingdom and not a corporation, has in the United States a perma-

nent establishment and the holding giving rise to the dividends is effectively connected with such permanent establishment.

(5) The provisions of paragraph (2) of this Article shall not apply if the recipient of the dividends, being a resident of the United States, has in the United Kingdom a permanent establishment and the holding giving rise to the dividends is effectively connected with a trade carried on through such permanent establishment and, in the case of a corporation, the trade is such that a profit on the sale of the holding would be a trading receipt.

(6) Either of the Contracting Parties may terminate this Article by giving written notice of termination to the other Contracting Party, through diplomatic channels, on or before the thirtieth day of June in any year after the year 1965, and in such event paragraph (1) of this Article shall cease to be effective as to United States tax on and after the first day of January, and paragraph (2) of this Article shall cease to be effective as to United Kingdom tax on and after the sixth day of April, in the year next following that in which such notice is given."

ARTICLE 5

Article VII of the Convention shall be deleted and replaced by the following:

"ARTICLE VII

(1) Interest (on bonds, securities, debentures, or on any other form of indebtedness) derived and beneficially owned by a resident of the United Kingdom shall be exempt from tax by the United States.

(2) Interest (on bonds, securities, debentures, or on any other form of indebtedness) derived and beneficially owned by a resident of the United States shall be exempt from tax by the United Kingdom.

(3) Paragraphs (1) and (2) of this Article shall not apply if the recipient of the interest, being a resident of the territory of one of the Contracting Parties, has in the territory of the other Contracting Party a permanent establishment and the indebtedness giving rise to the interest is effectively connected with such permanent establishment.

(4) Subject to paragraph (5) of this Article, the provisions of paragraphs (1) and (2) of this Article shall not apply to any payment of interest which under the law of either Contracting Party is treated as a distribution.

(5) Any provision in the law of either Contracting Party relating only to interest paid to a non-resident corporation shall not operate so as to require such interest paid to a resident of the other Contracting Party to be treated as a distribution by the corporation paying such interest. The preceding sentence shall not apply to interest paid to a corporation of one Contracting Party in which more than

50 per cent of the voting power is controlled, directly or indirectly, by a person or persons resident in the territory of the other Contracting Party.

(6) Where, owing to a special relationship between the payer and the recipient, or between both of them and some other person, the amount of the interest paid exceeds the amount which would have been agreed upon by the payer and recipient in the absence of such relationship, the provisions of this Article shall only apply to the last-mentioned amount."

ARTICLE 6

The following new Article shall be inserted immediately after Article VII of the Convention:

"ARTICLE VII A

Neither Article VI nor Article VII of the present Convention shall apply if the recipient of the dividend or interest is exempt from tax on such income in the territory of the Contracting Party in which it is resident, and either—

(*a*) in the case of a dividend to which Article VI applies, such recipient owns 10 per cent or more of the class of shares in respect of which the dividend is paid and the dividend is paid in such circumstances that, if the recipient were a resident of the United Kingdom exempt from United Kingdom tax, the exemption would be limited or removed; or

(*b*) in the case of interest to which Article VII applies, such recipient sells (or makes a contract to sell) the holding from which such interest is derived within three months of the date such recipient acquired such holding."

ARTICLE 7

Article VIII of the Convention shall be deleted and replaced by the following:

"ARTICLE VIII

(1) Royalties derived and beneficially owned by a resident of the United Kingdom shall be exempt from tax by the United States.

(2) Royalties derived and beneficially owned by a resident of the United States shall be exempt from tax by the United Kingdom.

(3) Paragraphs (1) and (2) of this Article shall not apply if the recipient of the royalty, being a resident of the territory of one of the Contracting Parties, has in the territory of the other Contracting Party a permanent establishment and the right or property giving rise to the royalties is effectively connected with such permanent establishment.

(4) Royalties paid by a corporation of one Contracting Party to a resident of the other Contracting Party shall not be treated as a distribution by such corporation. The preceding sentence shall

not apply to royalties paid to a corporation of one Contracting Party where (*a*) the same persons participate directly or indirectly in the management or control of the corporation paying the royalties and the corporation deriving the royalties, and (*b*) more than 50 per cent of the voting power in the corporation deriving the royalties is controlled, directly or indirectly, by a person or persons resident in the territory of the other Contracting Party.

(5) The term 'royalties' as used in this Article:

(*a*) means any royalties, rentals or other amounts paid as consideration for the use of, or the right to use, copyrights of literary, artistic or scientific works (including motion picture films, or films or tapes for radio or television broadcasting), patents, designs or models, plans, secret processes or formulae, trade-marks or other like property or rights, or for industrial, commercial or scientific equipment, or for knowledge, experience or skill (know-how), and

(*b*) shall include gains derived from the sale or exchange of any right or property giving rise to such royalties.

(6) Where, owing to a special relationship between the payer and the recipient, or between both of them and some other person, the amount of the royalties paid exceeds the amount which would have been agreed upon by the payer and the recipient in the absence of such relationship, the provisions of this Article shall only apply to the last-mentioned amount."

ARTICLE 8

Article IX of the Convention shall be deleted and replaced by the following:

"ARTICLE IX

(1) The rate of United States tax on royalties in respect of the operation of mines or quarries or of other extraction of natural resources, and on rentals from real property or from an interest in such property, derived from sources within the United States by a resident of the United Kingdom who is subject to United Kingdom tax with respect to such royalties or rentals and not engaged in trade or business in the United States, shall not exceed 15 per cent: Provided that any such resident may elect for any taxable year to be subject to United States tax on such income on a net basis as if such resident were engaged in trade or business in the United States.

(2) Royalties in respect of the operation of mines or quarries or of other extraction of natural resources, and rentals from real property or from an interest in such property, derived from sources within the United Kingdom by an individual who is (*a*) a resident of the United States, (*b*) subject to United States tax with respect to such royalties and rentals, and (*c*) not engaged in trade or

business in the United Kingdom, shall be exempt from United Kingdom surtax."

ARTICLE 9

Article XIII of the Convention shall be deleted and replaced by the following:

"ARTICLE XIII

(1) The United States, in determining United States tax 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 tax is imposed all items of income taxable under the revenue laws of the United States as if this Convention had not come into effect. Subject to the provisions of the law of the United States regarding the allowance as a credit against United States tax of tax payable in a territory outside the United States (which shall not affect the general principle hereof), the United States shall, however, allow to a citizen, resident or corporation, as a credit against its taxes, the appropriate amount of United Kingdom income tax paid and, in the case of a United States corporation owning at least 10 per cent of the voting power of a corporation resident in the United Kingdom, shall allow credit for the appropriate amount of United Kingdom tax paid by the corporation paying such dividend with respect to the profits out of which such dividend is paid, if the recipient of such dividend includes in its gross income for the purposes of United States tax the amount of such United Kingdom tax. For this purpose, the recipient of any interest or royalty paid by an individual who is resident in the United Kingdom and the recipient of any dividend paid by a corporation which is resident in the United Kingdom shall be considered to have paid the United Kingdom income tax legally deducted from such interest, royalty or dividend payment by the person by or through whom payment thereof is made (to the extent that it is a tax chargeable in accordance with the present Convention) if such recipient elects to include in his gross income for purposes of United States tax the amount of such United Kingdom tax. The appropriate amount of United Kingdom tax which shall be allowed as a credit under this paragraph shall be based upon the amount of United Kingdom tax paid but shall not exceed that portion of the United States tax which net income from sources within the United Kingdom bears to the entire net income.

(2) Subject to the provisions of the law of the United Kingdom regarding the allowance as a credit against United Kingdom tax of tax payable in a territory outside the United Kingdom (which shall not affect the general principle hereof),

(*a*) United States tax payable under the laws of the United States and in accordance with the present Convention, whether directly or by deduction, on profits, income or

chargeable gains from sources within the United States (excluding, in the case of a dividend, tax payable in respect of the profits out of which the dividend is paid) shall be allowed as a credit against any United Kingdom tax computed by reference to the same profits, income or chargeable gains by reference to which the United States tax is computed;

(*b*) In the case of a dividend paid by a company which is a resident of the United States to a company which is resident in the United Kingdom and which controls directly or indirectly at least 10 per cent of the voting power in the United States company, the credit shall take into account (in addition to any United States tax creditable under (*a*)) the United States tax payable by the company in respect of the profits out of which such dividend is paid.

(3) For the purposes of this Article, compensation, profits, emoluments and other remuneration for personal (including professional) services shall be deemed to be income from sources within the territory of the Contracting Party where such services are performed.

(4) With respect to dividends paid prior to the 6th April, 1966, the United States, in allowing credit in accordance with the terms of paragraph (1) of Article XIII as in effect prior to the amendments made thereto by the Supplementary Protocol signed at London on the 17th March, 1966 to a recipient of a dividend from a corporation which is resident in the United Kingdom, shall continue, to the same extent as prior to the 6th April, 1964, to treat as the United Kingdom tax appropriate to such dividend, the United Kingdom income tax which the person paying such dividend is required to deduct from such dividend except that there shall not be considered to be any United Kingdom tax appropriate to a dividend with respect to which a United States corporation claims, under Section 902 of the Internal Revenue Code, [1] credit for taxes paid or deemed to be paid by the corporation paying such dividend if, and to the extent that, under the applicable provisions of the Internal Revenue Code such dividend is considered paid out of profits of a financial year of the corporation paying such dividend to which the United Kingdom corporation tax applies."

ARTICLE 10

Article XIV of the Convention shall be deleted and replaced by the following:

"ARTICLE XIV

(1) A resident of the United Kingdom shall be exempt from United States tax on gains from the sale or exchange of capital assets.

[1] 68A Stat. 286.

(2) A resident of the United States shall be exempt from United Kingdom tax on chargeable gains accruing to him on the disposal of assets.

(3) Paragraph (1) or paragraph (2) of this Article shall not apply if the person deriving the gain has a permanent establishment in the United States, for purposes of paragraph (1), or the United Kingdom, for purposes of paragraph (2) and the gain is derived from an asset which is effectively connected with such permanent establishment.

(4) Paragraph (1) of this Article shall not apply if the person deriving the gain is an individual who is a resident of the United Kingdom and who is present in the United States for a period equal to or exceeding an aggregate of 183 days during the taxable year."

ARTICLE 11

Article XV of the Convention shall be deleted and replaced by the following:

"ARTICLE XV

Dividends and interest paid by a corporation of one Contracting Party shall be exempt from tax by the other Contracting Party except where the recipient is a citizen, resident, or corporation of that other Contracting Party. This exemption shall not apply if the corporation paying such dividend or interest is a resident of the other Contracting Party."

ARTICLE 12

The following new Article shall be inserted immediately after Article XVI of the Convention:

"ARTICLE XVI A

In determining for the purpose of United Kingdom tax whether a company is a close company, the term 'recognized stock exchange' shall include any exchange registered with the Securities and Exchange Commission of the United States as a national securities exchange."

ARTICLE 13

The following new Article shall be inserted immediately after Article XIX of the Convention:

"ARTICLE XIX A

(1) Each of the Contracting Parties will endeavour to collect on behalf of the other Contracting Party, such amounts as may be necessary to ensure that relief granted by the present Convention from taxation imposed by such other Contracting Party does not enure to the benefit of persons not entitled thereto. The United Kingdom will be regarded as fulfilling this obligation by the continuation of its existing arrangements for ensuring that relief from

taxation imposed by the laws of the United States does not enure to the benefit of persons not entitled thereto.

(2) Paragraph (1) of this Article shall not impose upon either of the Contracting Parties the obligation to carry out administrative measures which are of a different nature from those used in the collection of its own tax, or which would be contrary to its sovereignty, security, or public policy. In determining the administrative measures to be carried out each Contracting Party may take into account the administrative measures and practices of the other Contracting Party in recovering taxes on behalf of the first-mentioned Contracting Party.

(3) The competent authorities of the Contracting Parties shall consult with each other for the purpose of co-operating and advising in respect of any action to be taken in implementing this Article."

ARTICLE 14

Article XX of the Convention shall be deleted and replaced by the following:

"ARTICLE XX

(1) The competent authorities of the Contracting Parties shall exchange such information (being information available under the respective taxation laws of the Contracting Parties) as is necessary for carrying out the provisions of the present Convention or for the prevention of fraud or the administration of statutory provisions against legal avoidance in relation to the taxes which are the subject of the present Convention. Any information so exchanged shall be treated as secret but may be disclosed to persons (including a court or administrative body) concerned with the assessment, collection, enforcement or prosecution in respect of taxes which are the subject of the present Convention. No information shall be exchanged which would disclose any trade, business, industrial or professional secret or any trade process.

(2) The term 'competent authorities' means, in the case of the United States, the Secretary of the Treasury or his delegate; in the case of the United Kingdom, the Commissioners of Inland Revenue or their authorized representative; and, in the case of any territory to which the present Convention is extended under Article XXII, the competent authority for the administration in such territory of the taxes to which the present Convention applies."

ARTICLE 15

The following new Article shall be inserted immediately after Article XX of the Convention:

"ARTICLE XX A

(1) Where a taxpayer considers that the action of the tax authorities of the Contracting Parties has resulted or will result in

taxation contrary to the provisions of the present Convention, he shall be entitled to present his case to the Party of or in which he is a citizen or resident. Should the taxpayer's claim be deemed worthy of consideration, the competent authority of the Party to which the claim is made shall endeavour to come to an agreement with the competent authority of the other Party with a view to a satisfactory adjustment.

(2) The competent authorities of the Contracting Parties may communicate with each other directly to implement the provisions of the present Convention and to assure its consistent interpretation and application. In particular, the competent authorities may consult together to endeavour to resolve disputes arising out of the application of paragraph (2) of Article III or Article IV, or the determination of the source of particular items of income.

(3) In the United States where the income or profits of an enterprise are adjusted pursuant to Article IV, or paragraph (2) of Article III, or the tax of an enterprise is adjusted as the result of a determination of the source of a particular item of income, taxes shall be imposed on such income or profits, or refund or credit of taxes shall be allowed, in accordance with the agreement reached by the competent authorities respecting such adjustment.

(4) In the United Kingdom, where profits on which a United Kingdom enterprise has been charged to United Kingdom tax are also included in the profits of a United States enterprise and the profits so included are profits which would have accrued to the United States enterprise if the conditions made between each of the enterprises had been those which would have been made between independent enterprises, the amount included in the profits of both enterprises shall be treated for the purpose of Article XIII as income from a United States source of the United Kingdom enterprise and credit shall be given accordingly in respect of the extra United States tax chargeable as a result of the inclusion of the said amount."

ARTICLE 16

Article XXI of the Convention shall be deleted and replaced by the following:

"ARTICLE XXI

(1) A national of one of the Contracting Parties who is resident in the territory of the other Contracting Party shall not be subjected in that other Contracting Party to more burdensome taxes than is a national of that other Contracting Party who is resident therein.

(2) A permanent establishment which an enterprise of one of the Contracting Parties has in the other Contracting Party shall not be subject in that other Contracting Party to more burdensome taxes than is an enterprise of that other Contracting Party carrying on the same activities. This paragraph shall not be construed as obliging either Contracting Party to grant to residents of the other Contracting Party any personal allowances or deductions which are by

its law available only to residents of that former Contracting Party, nor as restricting the right of either Contracting Party to tax in accordance with paragraph (1) or paragraph (2) of Article VI dividends paid to a permanent establishment maintained within its territory by a resident of the other Contracting Party.

(3) A corporation of one of the Contracting Parties, the capital of which is wholly or partly owned by one or more nationals or corporations of the other Contracting Party, shall not be subjected in the former Contracting Party to more burdensome taxes than is a corporation of the former Contracting Party, the capital of which is wholly owned by one or more nationals or corporations of that former Contracting Party.

(4) The term 'nationals' as used in this Article means

(*a*) in relation to the United Kingdom, all British subjects and British protected persons (being individuals), from the United Kingdom or any territory with respect to which the present Convention is applicable by reason of extension made by the United Kingdom under Article XXII; and

(*b*) in relation to the United States, United States citizens, and all individuals under the protection of the United States, from the United States or any territory to which the present Convention is applicable by reason of extension made by the United States under Article XXII.

(5) In this Article and word 'taxes' means taxes of every kind or description, whether national, Federal, state, provincial or municipal."

ARTICLE 17

Article XXIV of the Convention shall be deleted and replaced by the following:

"ARTICLE XXIV

(1) The present Convention shall continue in effect indefinitely but either of the Contracting Parties may, on or before the 30th June in any year after the year 1966, give to the other Contracting Party, through diplomatic channels, notice of termination and, in such event, the present Convention shall cease to be effective:

(*a*) as respects United States tax, for the taxable years beginning on or after the 1st January in the year next following that in which such notice is given;

(*b*) (i) as respects United Kingdom income tax and surtax, for any year of assessment beginning on or after the 6th April in the year next following that in which such notice is given;

(ii) as respects United Kingdom corporation tax, for any financial year beginning on or after the 1st April in

the year next following that in which such notice is given; and

(iii) as respects United Kingdom capital gains tax, for any year of assessment beginning on or after the 6th April in the year next following that in which such notice is given.

(2) The termination of the present Convention or any Article thereof shall not have the effect of reviving any treaty or arrangement abrogated by the present Convention or by treaties previously concluded between the Contracting Parties."

ARTICLE 18

(1) This Supplementary Protocol shall be ratified and the instruments of ratification shall be exchanged at Washington as soon as possible.

(2) This Supplementary Protocol shall enter into force upon the exchange of instruments of ratification and shall thereupon have effect:

(*a*) in the United Kingdom:

(i) as respects income tax and surtax for any year of assessment beginning on or after the 6th April, 1966;

(ii) as respects corporation tax for any financial year beginning on or after the 1st April, 1964;

(iii) as respects capital gains tax for any year of assessment beginning on or after the 6th April, 1965;

except that the amendments made by Article 9 of this Supplementary Protocol to Article XIII of the Convention shall not apply:

(i) as respects income tax and surtax for any year of assessment beginning before the date of ratification of this Supplementary Protocol in respect of dividends becoming payable by a United States corporation before the said date;

(ii) as respects corporation tax in respect of dividends becoming payable by a United States corporation before the later of the date of ratification of this Supplementary Protocol and the 6th April, 1966.

(*b*) in the United States as respects taxable years beginning on or after the 1st January, 1966, except—

(i) Article 4 of this Supplementary Protocol shall be effective on the 1st January, 1966;

(ii) the amendments made by Article 8 of this Supplementary Protocol to Article IX of the Convention shall have

effect as respects taxable years beginning on or after the date of ratification of this Supplementary Protocol;

(iii) the amendments made by Article 9 of this Supplementary Protocol to Article XIII of the Convention shall have effect with respect to amounts paid on or after the 6th April, 1966, except that paragraph (4) of Article XIII of the Convention as amended by Article 9 of this Supplementary Protocol shall have effect with respect to amounts paid on or after the 6th April, 1964, and

(iv) the amendments made by Article 10 of this Supplementary Protocol to Article XIV of the Convention shall have effect with respect to gains realized on or after the date of ratification of this Supplementary Protocol.

(3) Where a company resident in the United Kingdom is required to account for income tax for the year beginning on the 6th April, 1966 on any amount by reference to dividends it paid in the year ending on the 5th April, 1966, Article VI of the Convention shall apply to such part of each gross dividend (other than a preference dividend or a part thereof which is paid at a fixed rate) paid in the year ending on the 5th April, 1966 as corresponds to the proportion which the said amount bears to the total of gross dividends (excluding any preference dividend or part thereof which is paid at a fixed rate) paid by the company in the year ending on the 5th April, 1966.

In witness whereof the undersigned, being duly authorized thereto by their respective Governments, have signed this Supplementary Protocol.

Done in duplicate at London, this 17th day of March, 1966.

For the Government of the United States of America:

DAVID K. E. BRUCE

For the Government of the United Kingdom of Great Britain and Northern Ireland:

WALSTON

WHEREAS the Senate of the United States of America by their resolution of June 21, 1966, two-thirds of the Senators present concurring therein, did advise and consent to the ratification of the aforesaid supplementary protocol of March 17, 1966;

WHEREAS the aforesaid supplementary protocol of March 17, 1966 was duly ratified by the President of the United States of America on July 6, 1966, in pursuance of the aforesaid advice and consent of the Senate, and was duly ratified on the part of the United Kingdom of Great Britain and Northern Ireland;

WHEREAS the respective instruments of ratification of the aforesaid supplementary protocol of March 17, 1966 were duly exchanged at Washington on September 9, 1966;

AND WHEREAS it is provided in Article 18 of the aforesaid supplementary protocol of March 17, 1966 that the protocol shall enter into force upon the exchange of instruments of ratification, with effect as specified therein;

NOW, THEREFORE, be it known that I, Lyndon B. Johnson, President of the United States of America, do hereby proclaim and make public the aforesaid supplementary protocol of March 17, 1966 to the end that the said protocol 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 fifteenth day of September in the year of our Lord one thousand nine hundred sixty-six
[SEAL] and of the Independence of the United States of America the one hundred ninety-first.

LYNDON B. JOHNSON

By the President:
DEAN RUSK
Secretary of State

MULTILATERAL

Settlement of Investment Disputes

Convention approved March 18, 1965, by the Executive Directors of the International Bank for Reconstruction and Development (IBRD), at Washington, for submission to member governments;
Open for signature at IBRD, and signed in behalf of the United States of America August 27, 1965;
Ratification advised by the Senate of the United States of America May 16, 1966;
Ratified by the President of the United States of America June 1, 1966;
Instrument of ratification of the United States of America deposited with IBRD June 10, 1966;
Proclaimed by the President of the United States of America September 30, 1966;
Entered into force October 14, 1966.

BY THE PRESIDENT OF THE UNITED STATES OF AMERICA

A PROCLAMATION

WHEREAS the Convention on the Settlement of Investment Disputes Between States and Nationals of Other States was approved by the Executive Directors of the International Bank for Reconstruction and Development on March 18, 1965, was opened for signature at the headquarters of the Bank in Washington, and was signed on behalf of the United States of America on August 27, 1965;

WHEREAS the text of the said Convention, in the English, French, and Spanish languages as certified by the International Bank for Reconstruction and Development, [1] is word for word as follows:

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[1] Aug. 27, 1965.

Convention on the Settlement of Investment Disputes between States and Nationals of Other States

Submitted to Governments by the Executive Directors of the
INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT

March 18, 1965

Convention pour le Règlement des Différends Relatifs aux Investissements entre Etats et Ressortissants d' Autres Etats

Soumise aux Gouvernements par les Administrateurs de la
BANQUE INTERNATIONALE POUR LA RECONSTRUCTION ET LE DEVELOPPEMENT

18 mars 1965

Convenio sobre Arreglo de Diferencias Relativas a Inversiones entre Estados y Nacionales de Otros Estados

Sometido a los Gobiernos por los Directores Ejecutivos del
BANCO INTERNACIONAL DE RECONSTRUCCION Y FOMENTO

18 de marzo de 1965

TIAS 6090

CONVENTION ON THE SETTLEMENT OF INVESTMENT DISPUTES BETWEEN STATES AND NATIONALS OF OTHER STATES

PREAMBLE

The Contracting States

Considering the need for international cooperation for economic development, and the role of private international investment therein;

Bearing in mind the possibility that from time to time disputes may arise in connection with such investment between Contracting States and nationals of other Contracting States;

Recognizing that while such disputes would usually be subject to national legal processes, international methods of settlement may be appropriate in certain cases;

Attaching particular importance to the availability of facilities for international conciliation or arbitration to which Contracting States and nationals of other Contracting States may submit such disputes if they so desire;

Desiring to establish such facilities under the auspices of the International Bank for Reconstruction and Development;

Recognizing that mutual consent by the parties to submit such disputes to conciliation or to arbitration through such facilities constitutes a binding agreement which requires in particular that due consideration be given to any recommendation of conciliators, and that any arbitral award be complied with; and

Declaring that no Contracting State shall by the mere fact of its ratification, acceptance or approval of this Convention and without its consent be deemed to be under any obligation to submit any particular dispute to conciliation or arbitration,

Have agreed as follows:

CHAPTER I

International Centre for Settlement of Investment Disputes

SECTION 1

Establishment and Organization

Article 1

(1) There is hereby established the International Centre for Settlement of Investment Disputes (hereinafter called the Centre).

(2) The purpose of the Centre shall be to provide facilities for conciliation and arbitration of investment disputes between Contracting States and nationals of other Contracting States in accordance with the provisions of this Convention.

Article 2

The seat of the Centre shall be at the principal office of the International Bank for Reconstruction and Development (hereinafter called the Bank). The seat may be moved to another place by decision of the Administrative Council adopted by a majority of two-thirds of its members.

Article 3

The Centre shall have an Administrative Council and a Secretariat and shall maintain a Panel of Conciliators and a Panel of Arbitrators.

SECTION 2

The Administrative Council

Article 4

(1) The Administrative Council shall be composed of one representative of each Contracting State. An alternate may act as representative in case of his principal's absence from a meeting or inability to act.

(2) In the absence of a contrary designation, each governor and alternate governor of the Bank appointed by a Contracting State shall be *ex officio* its representative and its alternate respectively.

Article 5

The President of the Bank shall be *ex officio* Chairman of the Administrative Council (hereinafter called the Chairman) but shall have no vote. During his absence or inability to act and during any vacancy in the office of President of the Bank, the person for the time being acting as President shall act as Chairman of the Administrative Council.

Article 6

(1) Without prejudice to the powers and functions vested in it by other provisions of this Convention, the Administrative Council shall

(a) adopt the administrative and financial regulations of the Centre;

(b) adopt the rules of procedure for the institution of conciliation and arbitration proceedings;

(c) adopt the rules of procedure for conciliation and arbitration proceedings (hereinafter called the Conciliation Rules and the Arbitration Rules);

(d) approve arrangements with the Bank for the use of the Bank's administrative facilities and services;

(e) determine the conditions of service of the Secretary-General and of any Deputy Secretary-General;

(f) adopt the annual budget of revenues and expenditures of the Centre;

(g) approve the annual report on the operation of the Centre.

The decisions referred to in sub-paragraphs (a), (b), (c) and (f) above shall be adopted by a majority of two-thirds of the members of the Administrative Council.

(2) The Administrative Council may appoint such committees as it considers necessary.

(3) The Administrative Council shall also exercise such other powers and perform such other functions as it shall determine to be necessary for the implementation of the provisions of this Convention.

Article 7

(1) The Administrative Council shall hold an annual meeting and such other meetings as may be determined by the Council, or convened by the Chairman, or convened by the Secretary-General at the request of not less than five members of the Council.

(2) Each member of the Administrative Council shall have one vote and, except as otherwise herein provided, all matters before the Council shall be decided by a majority of the votes cast.

(3) A quorum for any meeting of the Administrative Council shall be a majority of its members.

(4) The Administrative Council may establish, by a majority of two-thirds of its members, a procedure whereby the Chairman may seek a vote of the Council without convening a meeting of the Council. The vote shall be considered valid only if the majority of the members of the Council cast their votes within the time limit fixed by the said procedure.

Article 8

Members of the Administrative Council and the Chairman shall serve without remuneration from the Centre.

SECTION 3

The Secretariat

Article 9

The Secretariat shall consist of a Secretary-General, one or more Deputy Secretaries-General and staff.

Article 10

(1) The Secretary-General and any Deputy Secretary-General shall be elected by the Administrative Council by a majority of two-thirds of its members upon the nomination of the Chairman for a term of service not exceeding six years and shall be eligible for re-election. After consulting the members of the Administrative Council, the Chairman shall propose one or more candidates for each such office.

(2) The offices of Secretary-General and Deputy Secretary-General shall be incompatible with the exercise of any political function. Neither the Secretary-General nor any Deputy Secretary-General may hold any other employment or engage in any other occupation except with the approval of the Administrative Council.

(3) During the Secretary-General's absence or inability to act, and during any vacancy of the office of Secretary-General, the Deputy Secretary-General shall act as Secretary-General. If there shall be more than one Deputy Secretary-General, the Administrative Council shall determine in advance the order in which they shall act as Secretary-General.

Article 11

The Secretary-General shall be the legal representative and the principal officer of the Centre and shall be responsible for its administration, including the appointment of staff, in accordance with the provisions of this Convention and the rules adopted by the Administrative Council. He shall perform the function of registrar and shall have the power to authenticate arbitral awards rendered pursuant to this Convention, and to certify copies thereof.

SECTION 4

The Panels

Article 12

The Panel of Conciliators and the Panel of Arbitrators shall each consist of qualified persons, designated as hereinafter provided, who are willing to serve thereon.

Article 13

(1) Each Contracting State may designate to each Panel four persons who may but need not be its nationals.

(2) The Chairman may designate ten persons to each Panel. The persons so designated to a Panel shall each have a different nationality.

Article 14

(1) Persons designated to serve on the Panels shall be persons of high moral character and recognized competence in the fields of law, commerce, industry or finance, who may be relied upon to exercise independent judgment. Competence in the field of law shall be of particular importance in the case of persons on the Panel of Arbitrators.

(2) The Chairman, in designating persons to serve on the Panels, shall in addition pay due regard to the importance of assuring representation on the Panels of the principal legal systems of the world and of the main forms of economic activity.

Article 15

(1) Panel members shall serve for renewable periods of six years.

(2) In case of death or resignation of a member of a Panel, the authority which designated the member shall have the right to designate another person to serve for the remainder of that member's term.

(3) Panel members shall continue in office until their successors have been designated.

Article 16

(1) A person may serve on both Panels.

(2) If a person shall have been designated to serve on the same Panel by more than one Contracting State, or by one or more Contracting States and the Chairman, he shall be deemed to have been designated by the authority which first designated him or, if one such authority is the State of which he is a national, by that State.

(3) All designations shall be notified to the Secretary-General and shall take effect from the date on which the notification is received.

SECTION 5

Financing the Centre

Article 17

If the expenditure of the Centre cannot be met out of charges for the use of its facilities, or out of other receipts,

the excess shall be borne by Contracting States which are members of the Bank in proportion to their respective subscriptions to the capital stock of the Bank, and by Contracting States which are not members of the Bank in accordance with rules adopted by the Administrative Council.

SECTION 6

Status, Immunities and Privileges

Article 18

The Centre shall have full international legal personality. The legal capacity of the Centre shall include the capacity

(a) to contract;

(b) to acquire and dispose of movable and immovable property;

(c) to institute legal proceedings.

Article 19

To enable the Centre to fulfil its functions, it shall enjoy in the territories of each Contracting State the immunities and privileges set forth in this Section.

Article 20

The Centre, its property and assets shall enjoy immunity from all legal process, except when the Centre waives this immunity.

Article 21

The Chairman, the members of the Administrative Council, persons acting as conciliators or arbitrators or members of a Committee appointed pursuant to paragraph (3) of Article 52, and the officers and employees of the Secretariat

(a) shall enjoy immunity from legal process with respect to acts performed by them in the exercise of their functions, except when the Centre waives this immunity;

(b) not being local nationals, shall enjoy the same immunities from immigration restrictions, alien registration requirements and national service obligations, the same facilities as regards exchange restrictions and the same

treatment in respect of travelling facilities as are accorded by Contracting States to the representatives, officials and employees of comparable rank of other Contracting States.

Article 22

The provisions of Article 21 shall apply to persons appearing in proceedings under this Convention as parties, agents, counsel, advocates, witnesses or experts; provided, however, that sub-paragraph (b) thereof shall apply only in connection with their travel to and from, and their stay at, the place where the proceedings are held.

Article 23

(1) The archives of the Centre shall be inviolable, wherever they may be.

(2) With regard to its official communications, the Centre shall be accorded by each Contracting State treatment not less favourable than that accorded to other international organizations.

Article 24

(1) The Centre, its assets, property and income, and its operations and transactions authorized by this Convention shall be exempt from all taxation and customs duties. The Centre shall also be exempt from liability for the collection or payment of any taxes or customs duties.

(2) Except in the case of local nationals, no tax shall be levied on or in respect of expense allowances paid by the Centre to the Chairman or members of the Administrative Council, or on or in respect of salaries, expense allowances or other emoluments paid by the Centre to officials or employees of the Secretariat.

(3) No tax shall be levied on or in respect of fees or expense allowances received by persons acting as conciliators, or arbitrators, or members of a Committee appointed pursuant to paragraph (3) of Article 52, in proceedings under this Convention, if the sole jurisdictional basis for such tax is the location of the Centre or the place where such proceedings are conducted or the place where such fees or allowances are paid.

CHAPTER II

Jurisdiction of the Centre

Article 25

(1) The jurisdiction of the Centre shall extend to any legal dispute arising directly out of an investment, between a Contracting State (or any constituent subdivision or agency of a Contracting State designated to the Centre by that State) and a national of another Contracting State, which the parties to the dispute consent in writing to submit to the Centre. When the parties have given their consent, no party may withdraw its consent unilaterally.

(2) "National of another Contracting State" means:

(a) any natural person who had the nationality of a Contracting State other than the State party to the dispute on the date on which the parties consented to submit such dispute to conciliation or arbitration as well as on the date on which the request was registered pursuant to paragraph (3) of Article 28 or paragraph (3) of Article 36, but does not include any person who on either date also had the nationality of the Contracting State party to the dispute; and

(b) any juridical person which had the nationality of a Contracting State other than the State party to the dispute on the date on which the parties consented to submit such dispute to conciliation or arbitration and any juridical person which had the nationality of the Contracting State party to the dispute on that date and which, because of foreign control, the parties have agreed should be treated as a national of another Contracting State for the purposes of this Convention.

(3) Consent by a constituent subdivision or agency of a Contracting State shall require the approval of that State unless that State notifies the Centre that no such approval is required.

(4) Any Contracting State may, at the time of ratification, acceptance or approval of this Convention or at any time thereafter, notify the Centre of the class or classes of disputes which it would or would not consider submitting to the jurisdiction of the Centre. The Secretary-General shall forthwith transmit such notification to all Contracting States. Such notification shall not constitute the consent required by paragraph (1).

Article 26

Consent of the parties to arbitration under this Convention shall, unless otherwise stated, be deemed consent to such arbitration to the exclusion of any other remedy. A Contracting State may require the exhaustion of local administrative or judicial remedies as a condition of its consent to arbitration under this Convention.

Article 27

(1) No Contracting State shall give diplomatic protection, or bring an international claim, in respect of a dispute which one of its nationals and another Contracting State shall have consented to submit or shall have submitted to arbitration under this Convention, unless such other Contracting State shall have failed to abide by and comply with the award rendered in such dispute.

(2) Diplomatic protection, for the purposes of paragraph (1), shall not include informal diplomatic exchanges for the sole purpose of facilitating a settlement of the dispute.

CHAPTER III

Conciliation

SECTION 1

Request for Conciliation

Article 28

(1) Any Contracting State or any national of a Contracting State wishing to institute conciliation proceedings

shall address a request to that effect in writing to the Secretary-General who shall send a copy of the request to the other party.

(2) The request shall contain information concerning the issues in dispute, the identity of the parties and their consent to conciliation in accordance with the rules of procedure for the institution of conciliation and arbitration proceedings.

(3) The Secretary-General shall register the request unless he finds, on the basis of the information contained in the request, that the dispute is manifestly outside the jurisdiction of the Centre. He shall forthwith notify the parties of registration or refusal to register.

SECTION 2

Constitution of the Conciliation Commission

Article 29

(1) The Conciliation Commission (hereinafter called the Commission) shall be constituted as soon as possible after registration of a request pursuant to Article 28.

(2) (a) The Commission shall consist of a sole conciliator or any uneven number of conciliators appointed as the parties shall agree.

(b) Where the parties do not agree upon the number of conciliators and the method of their appointment, the Commission shall consist of three conciliators, one conciliator appointed by each party and the third, who shall be the president of the Commission, appointed by agreement of the parties.

Article 30

If the Commission shall not have been constituted within 90 days after notice of registration of the request has been dispatched by the Secretary-General in accordance with paragraph (3) of Article 28, or such other period as the parties may agree, the Chairman shall, at the request of either party and after consulting both parties as far as possible, appoint the conciliator or conciliators not yet appointed.

Article 31

(1) Conciliators may be appointed from outside the Panel of Conciliators, except in the case of appointments by the Chairman pursuant to Article 30.

(2) Conciliators appointed from outside the Panel of Conciliators shall possess the qualities stated in paragraph (1) of Article 14.

SECTION 3

Conciliation Proceedings

Article 32

(1) The Commission shall be the judge of its own competence.

(2) Any objection by a party to the dispute that that dispute is not within the jurisdiction of the Centre, or for other reasons is not within the competence of the Commission, shall be considered by the Commission which shall determine whether to deal with it as a preliminary question or to join it to the merits of the dispute.

Article 33

Any conciliation proceeding shall be conducted in accordance with the provisions of this Section and, except as the parties otherwise agree, in accordance with the Conciliation Rules in effect on the date on which the parties consented to conciliation. If any question of procedure arises which is not covered by this Section or the Conciliation Rules or any rules agreed by the parties, the Commission shall decide the question.

Article 34

(1) It shall be the duty of the Commission to clarify the issues in dispute between the parties and to endeavour to bring about agreement between them upon mutually acceptable terms. To that end, the Commission may at any stage of the proceedings and from time to time recommend terms of settlement to the parties. The parties shall cooperate in good faith with the Commission in order to enable

the Commission to carry out its functions, and shall give their most serious consideration to its recommendations.

(2) If the parties reach agreement, the Commission shall draw up a report noting the issues in dispute and recording that the parties have reached agreement. If, at any stage of the proceedings, it appears to the Commission that there is no likelihood of agreement between the parties, it shall close the proceedings and shall draw up a report noting the submission of the dispute and recording the failure of the parties to reach agreement. If one party fails to appear or participate in the proceedings, the Commission shall close the proceedings and shall draw up a report noting that party's failure to appear or participate.

Article 35

Except as the parties to the dispute shall otherwise agree, neither party to a conciliation proceeding shall be entitled in any other proceeding, whether before arbitrators or in a court of law or otherwise, to invoke or rely on any views expressed or statements or admissions or offers of settlement made by the other party in the conciliation proceedings, or the report or any recommendations made by the Commission.

CHAPTER IV

Arbitration

SECTION 1

Request for Arbitration

Article 36

(1) Any Contracting State or any national of a Contracting State wishing to institute arbitration proceedings shall address a request to that effect in writing to the Secretary-General who shall send a copy of the request to the other party.

(2) The request shall contain information concerning the issues in dispute, the identity of the parties and their consent to arbitration in accordance with the rules of procedure for the institution of conciliation and arbitration proceedings.

(3) The Secretary-General shall register the request unless he finds, on the basis of the information contained in the request, that the dispute is manifestly outside the jurisdiction of the Centre. He shall forthwith notify the parties of registration or refusal to register.

SECTION 2

Constitution of the Tribunal

Article 37

(1) The Arbitral Tribunal (hereinafter called the Tribunal) shall be constituted as soon as possible after registration of a request pursuant to Article 36.

(2) (a) The Tribunal shall consist of a sole arbitrator or any uneven number of arbitrators appointed as the parties shall agree.

(b) Where the parties do not agree upon the number of arbitrators and the method of their appointment, the Tribunal shall consist of three arbitrators, one arbitrator appointed by each party and the third, who shall be the president of the Tribunal, appointed by agreement of the parties.

Article 38

If the Tribunal shall not have been constituted within 90 days after notice of registration of the request has been dispatched by the Secretary-General in accordance with paragraph (3) of Article 36, or such other period as the parties may agree, the Chairman shall, at the request of either party and after consulting both parties as far as possible, appoint the arbitrator or arbitrators not yet appointed. Arbitrators appointed by the Chairman pursuant to this Article shall not be nationals of the Contract-

ing State party to the dispute or of the Contracting State whose national is a party to the dispute.

Article 39

The majority of the arbitrators shall be nationals of States other than the Contracting State party to the dispute and the Contracting State whose national is a party to the dispute; provided, however, that the foregoing provisions of this Article shall not apply if the sole arbitrator or each individual member of the Tribunal has been appointed by agreement of the parties.

Article 40

(1) Arbitrators may be appointed from outside the Panel of Arbitrators, except in the case of appointments by the Chairman pursuant to Article 38.

(2) Arbitrators appointed from outside the Panel of Arbitrators shall possess the qualities stated in paragraph (1) of Article 14.

SECTION 3

Powers and Functions of the Tribunal

Article 41

(1) The Tribunal shall be the judge of its own competence.

(2) Any objection by a party to the dispute that that dispute is not within the jurisdiction of the Centre, or for other reasons is not within the competence of the Tribunal, shall be considered by the Tribunal which shall determine whether to deal with it as a preliminary question or to join it to the merits of the dispute.

Article 42

(1) The Tribunal shall decide a dispute in accordance with such rules of law as may be agreed by the parties. In the absence of such agreement, the Tribunal shall apply the law of the Contracting State party to the dispute (including its rules on the conflict of laws) and such rules of international law as may be applicable.

(2) The Tribunal may not bring in a finding of *non liquet* on the ground of silence or obscurity of the law.

(3) The provisions of paragraphs (1) and (2) shall not prejudice the power of the Tribunal to decide a dispute *ex aequo et bono* if the parties so agree.

Article 43

Except as the parties otherwise agree, the Tribunal may, if it deems it necessary at any stage of the proceedings,

(a) call upon the parties to produce documents or other evidence, and

(b) visit the scene connected with the dispute, and conduct such inquiries there as it may deem appropriate.

Article 44

Any arbitration proceeding shall be conducted in accordance with the provisions of this Section and, except as the parties otherwise agree, in accordance with the Arbitration Rules in effect on the date on which the parties consented to arbitration. If any question of procedure arises which is not covered by this Section or the Arbitration Rules or any rules agreed by the parties, the Tribunal shall decide the question.

Article 45

(1) Failure of a party to appear or to present his case shall not be deemed an admission of the other party's assertions.

(2) If a party fails to appear or to present his case at any stage of the proceedings the other party may request the Tribunal to deal with the questions submitted to it and to render an award. Before rendering an award, the Tribunal shall notify, and grant a period of grace to, the party failing to appear or to present its case, unless it is satisfied that that party does not intend to do so.

Article 46

Except as the parties otherwise agree, the Tribunal shall, if requested by a party, determine any incidental or

additional claims or counter-claims arising directly out of the subject-matter of the dispute provided that they are within the scope of the consent of the parties and are otherwise within the jurisdiction of the Centre.

Article 47

Except as the parties otherwise agree, the Tribunal may, if it considers that the circumstances so require, recommend any provisional measures which should be taken to preserve the respective rights of either party.

SECTION 4

The Award

Article 48

(1) The Tribunal shall decide questions by a majority of the votes of all its members.

(2) The award of the Tribunal shall be in writing and shall be signed by the members of the Tribunal who voted for it.

(3) The award shall deal with every question submitted to the Tribunal, and shall state the reasons upon which it is based.

(4) Any member of the Tribunal may attach his individual opinion to the award, whether he dissents from the majority or not, or a statement of his dissent.

(5) The Centre shall not publish the award without the consent of the parties.

Article 49

(1) The Secretary-General shall promptly dispatch certified copies of the award to the parties. The award shall be deemed to have been rendered on the date on which the certified copies were dispatched.

(2) The Tribunal upon the request of a party made within 45 days after the date on which the award was rendered may after notice to the other party decide any question which it had omitted to decide in the award, and shall rectify any clerical, arithmetical or similar error in the

award. Its decision shall become part of the award and shall be notified to the parties in the same manner as the award. The periods of time provided for under paragraph (2) of Article 51 and paragraph (2) of Article 52 shall run from the date on which the decision was rendered.

SECTION 5

Interpretation, Revision and Annulment of the Award

Article 50

(1) If any dispute shall arise between the parties as to the meaning or scope of an award, either party may request interpretation of the award by an application in writing addressed to the Secretary-General.

(2) The request shall, if possible, be submitted to the Tribunal which rendered the award. If this shall not be possible, a new Tribunal shall be constituted in accordance with Section 2 of this Chapter. The Tribunal may, if it considers that the circumstances so require, stay enforcement of the award pending its decision.

Article 51

(1) Either party may request revision of the award by an application in writing addressed to the Secretary-General on the ground of discovery of some fact of such a nature as decisively to affect the award, provided that when the award was rendered that fact was unknown to the Tribunal and to the applicant and that the applicant's ignorance of that fact was not due to negligence.

(2) The application shall be made within 90 days after the discovery of such fact and in any event within three years after the date on which the award was rendered.

(3) The request shall, if possible, be submitted to the Tribunal which rendered the award. If this shall not be possible, a new Tribunal shall be constituted in accordance with Section 2 of this Chapter.

(4) The Tribunal may, if it considers that the circumstances so require, stay enforcement of the award pending its decision. If the applicant requests a stay of

enforcement of the award in his application, enforcement shall be stayed provisionally until the Tribunal rules on such request.

Article 52

(1) Either party may request annulment of the award by an application in writing addressed to the Secretary-General on one or more of the following grounds:

(a) that the Tribunal was not properly constituted;

(b) that the Tribunal has manifestly exceeded its powers;

(c) that there was corruption on the part of a member of the Tribunal;

(d) that there has been a serious departure from a fundamental rule of procedure; or

(e) that the award has failed to state the reasons on which it is based.

(2) The application shall be made within 120 days after the date on which the award was rendered except that when annulment is requested on the ground of corruption such application shall be made within 120 days after discovery of the corruption and in any event within three years after the date on which the award was rendered.

(3) On receipt of the request the Chairman shall forthwith appoint from the Panel of Arbitrators an *ad hoc* Committee of three persons. None of the members of the Committee shall have been a member of the Tribunal which rendered the award, shall be of the same nationality as any such member, shall be a national of the State party to the dispute or of the State whose national is a party to the dispute, shall have been designated to the Panel of Arbitrators by either of those States, or shall have acted as a conciliator in the same dispute. The Committee shall have the authority to annul the award or any part thereof on any of the grounds set forth in paragraph (1).

(4) The provisions of Articles 41–45, 48, 49, 53 and 54, and of Chapters VI and VII shall apply *mutatis mutandis* to proceedings before the Committee.

(5) The Committee may, if it considers that the circumstances so require, stay enforcement of the award pending its decision. If the applicant requests a stay of enforcement of the award in his application, enforcement shall be stayed provisionally until the Committee rules on such request.

(6) If the award is annulled the dispute shall, at the request of either party, be submitted to a new Tribunal constituted in accordance with Section 2 of this Chapter.

SECTION 6

Recognition and Enforcement of the Award

Article 53

(1) The award shall be binding on the parties and shall not be subject to any appeal or to any other remedy except those provided for in this Convention. Each party shall abide by and comply with the terms of the award except to the extent that enforcement shall have been stayed pursuant to the relevant provisions of this Convention.

(2) For the purposes of this Section, "award" shall include any decision interpreting, revising or annulling such award pursuant to Articles 50, 51 or 52.

Article 54

(1) Each Contracting State shall recognize an award rendered pursuant to this Convention as binding and enforce the pecuniary obligations imposed by that award within its territories as if it were a final judgment of a court in that State. A Contracting State with a federal constitution may enforce such an award in or through its federal courts and may provide that such courts shall treat the award as if it were a final judgment of the courts of a constituent state.

(2) A party seeking recognition or enforcement in the territories of a Contracting State shall furnish to a competent court or other authority which such State shall have designated for this purpose a copy of the award certified by the Secretary-General. Each Contracting State shall notify

the Secretary-General of the designation of the competent court or other authority for this purpose and of any subsequent change in such designation.

(3) Execution of the award shall be governed by the laws concerning the execution of judgments in force in the State in whose territories such execution is sought.

Article 55

Nothing in Article 54 shall be construed as derogating from the law in force in any Contracting State relating to immunity of that State or of any foreign State from execution.

CHAPTER V

Replacement and Disqualification of Conciliators and Arbitrators

Article 56

(1) After a Commission or a Tribunal has been constituted and proceedings have begun, its composition shall remain unchanged; provided, however, that if a conciliator or an arbitrator should die, become incapacitated, or resign, the resulting vacancy shall be filled in accordance with the provisions of Section 2 of Chapter III or Section 2 of Chapter IV.

(2) A member of a Commission or Tribunal shall continue to serve in that capacity notwithstanding that he shall have ceased to be a member of the Panel.

(3) If a conciliator or arbitrator appointed by a party shall have resigned without the consent of the Commission or Tribunal of which he was a member, the Chairman shall appoint a person from the appropriate Panel to fill the resulting vacancy.

Article 57

A party may propose to a Commission or Tribunal the disqualification of any of its members on account of any fact indicating a manifest lack of the qualities required by paragraph (1) of Article 14. A party to arbitration proceedings may, in addition, propose the disqualification of

an arbitrator on the ground that he was ineligible for appointment to the Tribunal under Section 2 of Chapter IV.

Article 58

The decision on any proposal to disqualify a conciliator or arbitrator shall be taken by the other members of the Commission or Tribunal as the case may be, provided that where those members are equally divided, or in the case of a proposal to disqualify a sole conciliator or arbitrator, or a majority of the conciliators or arbitrators, the Chairman shall take that decision. If it is decided that the proposal is well-founded the conciliator or arbitrator to whom the decision relates shall be replaced in accordance with the provisions of Section 2 of Chapter III or Section 2 of Chapter IV.

CHAPTER VI

Cost of Proceedings

Article 59

The charges payable by the parties for the use of the facilities of the Centre shall be determined by the Secretary-General in accordance with the regulations adopted by the Administrative Council.

Article 60

(1) Each Commission and each Tribunal shall determine the fees and expenses of its members within limits established from time to time by the Administrative Council and after consultation with the Secretary-General.

(2) Nothing in paragraph (1) of this Article shall preclude the parties from agreeing in advance with the Commission or Tribunal concerned upon the fees and expenses of its members.

Article 61

(1) In the case of conciliation proceedings the fees and expenses of members of the Commission as well as the

charges for the use of the facilities of the Centre, shall be borne equally by the parties. Each party shall bear any other expenses it incurs in connection with the proceedings.

(2) In the case of arbitration proceedings the Tribunal shall, except as the parties otherwise agree, assess the expenses incurred by the parties in connection with the proceedings, and shall decide how and by whom those expenses, the fees and expenses of the members of the Tribunal and the charges for the use of the facilities of the Centre shall be paid. Such decision shall form part of the award.

CHAPTER VII

Place of Proceedings

Article 62

Conciliation and arbitration proceedings shall be held at the seat of the Centre except as hereinafter provided.

Article 63

Conciliation and arbitration proceedings may be held, if the parties so agree,

(a) at the seat of the Permanent Court of Arbitration or of any other appropriate institution, whether private or public, with which the Centre may make arrangements for that purpose; or

(b) at any other place approved by the Commission or Tribunal after consultation with the Secretary-General.

CHAPTER VIII

Disputes between Contracting States

Article 64

Any dispute arising between Contracting States concerning the interpretation or application of this Convention which is not settled by negotiation shall be referred

to the International Court of Justice by the application of any party to such dispute, unless the States concerned agree to another method of settlement.

CHAPTER IX

Amendment

Article 65

Any Contracting State may propose amendment of this Convention. The text of a proposed amendment shall be communicated to the Secretary-General not less than 90 days prior to the meeting of the Administrative Council at which such amendment is to be considered and shall forthwith be transmitted by him to all the members of the Administrative Council.

Article 66

(1) If the Administrative Council shall so decide by a majority of two-thirds of its members, the proposed amendment shall be circulated to all Contracting States for ratification, acceptance or approval. Each amendment shall enter into force 30 days after dispatch by the depositary of this Convention of a notification to Contracting States that all Contracting States have ratified, accepted or approved the amendment.

(2) No amendment shall affect the rights and obligations under this Convention of any Contracting State or of any of its constituent subdivisions or agencies, or of any national of such State arising out of consent to the jurisdiction of the Centre given before the date of entry into force of the amendment.

CHAPTER X

Final Provisions

Article 67

This Convention shall be open for signature on behalf of States members of the Bank. It shall also be open

for signature on behalf of any other State which is a party to the Statute of the International Court of Justice[1] and which the Administrative Council, by a vote of two-thirds of its members, shall have invited to sign the Convention.

Article 68

(1) This Convention shall be subject to ratification, acceptance or approval by the signatory States in accordance with their respective constitutional procedures.

(2) This Convention shall enter into force 30 days after the date of deposit of the twentieth instrument of ratification, acceptance or approval. It shall enter into force for each State which subsequently deposits its instrument of ratification, acceptance or approval 30 days after the date of such deposit.

Article 69

Each Contracting State shall take such legislative or other measures as may be necessary for making the provisions of this Convention effective in its territories.

Article 70

This Convention shall apply to all territories for whose international relations a Contracting State is responsible, except those which are excluded by such State by written notice to the depositary of this Convention either at the time of ratification, acceptance or approval or subsequently.

Article 71

Any Contracting State may denounce this Convention by written notice to the depositary of this Convention. The denunciation shall take effect six months after receipt of such notice.

Article 72

Notice by a Contracting State pursuant to Articles 70 or 71 shall not affect the rights or obligations under this Convention of that State or of any of its constituent subdivisions or agencies or of any national of that State arising

[1] TS 993; 59 Stat. 1055.

out of consent to the jurisdiction of the Centre given by one of them before such notice was received by the depositary.

Article 73

Instruments of ratification, acceptance or approval of this Convention and of amendments thereto shall be deposited with the Bank which shall act as the depositary of this Convention. The depositary shall transmit certified copies of this Convention to States members of the Bank and to any other State invited to sign the Convention.

Article 74

The depositary shall register this Convention with the Secretariat of the United Nations in accordance with Article 102 of the Charter of the United Nations[1] and the Regulations thereunder adopted by the General Assembly.

Article 75

The depositary shall notify all signatory States of the following:

(a) signatures in accordance with Article 67;
(b) deposits of instruments of ratification, acceptance and approval in accordance with Article 73;
(c) the date on which this Convention enters into force in accordance with Article 68;
(d) exclusions from territorial application pursuant to Article 70;
(e) the date on which any amendment of this Convention enters into force in accordance with Article 66; and
(f) denunciations in accordance with Article 71.

[1] TS 993; 59 Stat. 1052.

CONVENTION POUR LE REGLEMENT DES DIFFERENDS RELATIFS AUX INVESTISSEMENTS ENTRE ETATS ET RESSORTISSANTS D'AUTRES ETATS

PREAMBULE

Les Etats contractants

Considérant la nécessité de la coopération internationale pour le développement économique, et le rôle joué dans ce domaine par les investissements privés internationaux;

Ayant présent à l'esprit que des différends peuvent surgir à toute époque au sujet de tels investissements entre Etats contractants et ressortissants d'autres Etats contractants;

Reconnaissant que si ces différends doivent normalement faire l'objet de recours aux instances internes, des modes de règlement internationaux de ces différends peuvent être appropriés dans certains cas;

Attachant une importance particulière à la création de mécanismes pour la conciliation et l'arbitrage internationaux auxquels les Etats contractants et les ressortissants d'autres Etats contractants puissent, s'ils le désirent, soumettre leurs différends;

Désirant établir ces mécanismes sous les auspices de la Banque Internationale pour la Reconstruction et le Développement;

Reconnaissant que le consentement mutuel des parties de soumettre ces différends à la conciliation ou à l'arbitrage, en ayant recours auxdits mécanismes, constitue un accord ayant force obligatoire qui exige en particulier que toute recommandation des conciliateurs soit dûment prise en considération et que toute sentence arbitrale soit exécutée; et

Déclarant qu'aucun Etat contractant, par le seul fait de sa ratification, de son acceptation ou de son approbation de la présente Convention et sans son consentement, ne sera réputé avoir assumé aucune obligation de recourir à la conciliation ou à l'arbitrage, en aucun cas particulier,

Sont convenus de ce qui suit:

CHAPITRE I

Le Centre International Pour le Règlement des Différends Relatifs aux Investissements

SECTION 1

Création et Organisation

Article 1

(1) Il est institué, en vertu de la présente Convention, un Centre International pour le Règlement des Différends Relatifs aux Investissements (ci-après dénommé le Centre).

(2) L'objet du Centre est d'offrir des moyens de conciliation et d'arbitrage pour régler les différends relatifs aux investissements opposant des Etats contractants à des ressortissants d'autres Etats contractants, conformément aux dispositions de la présente Convention.

Article 2

Le siège du Centre est celui de la Banque Internationale pour la Reconstruction et le Développement (ci-après dénommée la Banque). Le siège peut être transféré en tout autre lieu par décision du Conseil Administratif prise à la majorité des deux tiers de ses membres.

Article 3

Le Centre se compose d'un Conseil Administratif et d'un Secrétariat. Il tient une liste de conciliateurs et une liste d'arbitres.

SECTION 2

Du Conseil Administratif

Article 4

(1) Le Conseil Administratif comprend un représentant de chaque Etat contractant. Un suppléant peut agir en qualité de représentant si le titulaire est absent d'une réunion ou empêché.

(2) Sauf désignation différente, le gouverneur et le gouverneur suppléant de la Banque nommés par l'Etat

contractant remplissent de plein droit les fonctions respectives de représentant et de suppléant.

Article 5

Le Président de la Banque est de plein droit Président du Conseil Administratif (ci-après dénommé le Président) sans avoir le droit de vote. S'il est absent ou empêché ou si la présidence de la Banque est vacante, la personne qui le remplace à la Banque fait fonction de Président du Conseil Administratif.

Article 6

(1) Sans préjudice des attributions qui lui sont dévolues par les autres dispositions de la présente Convention, le Conseil Administratif:

(a) adopte le règlement administratif et le règlement financier du Centre;

(b) adopte le règlement de procédure relatif à l'introduction des instances de conciliation et d'arbitrage;

(c) adopte les règlements de procédure relatifs aux instances de conciliation et d'arbitrage (ci-après dénommés le Règlement de Conciliation et le Règlement d'Arbitrage);

(d) approuve tous arrangements avec la Banque en vue de l'utilisation de ses locaux et de ses services administratifs;

(e) détermine les conditions d'emploi du Secrétaire Général et des Secrétaires Généraux Adjoints;

(f) adopte le budget annuel des recettes et dépenses du Centre;

(g) approuve le rapport annuel sur les activités du Centre.

Les décisions visées aux alinéas (a), (b), (c) et (f) ci-dessus sont prises à la majorité des deux tiers des membres du Conseil Administratif.

(2) Le Conseil Administratif peut constituer toute commission qu'il estime nécessaire.

(3) Le Conseil Administratif exerce également toutes autres attributions qu'il estime nécessaires à la mise en œuvre des dispositions de la présente Convention.

Article 7

(1) Le Conseil Administratif tient une session annuelle et toute autre session qui aura été soit décidée par le Conseil, soit convoquée par le Président, soit convoquée par le Secrétaire Général sur la demande d'au moins cinq membres du Conseil.

(2) Chaque membre du Conseil Administratif dispose d'une voix et, sauf exception prévue par la présente Convention, toutes les questions soumises au Conseil sont résolues à la majorité des voix exprimées.

(3) Dans toutes les sessions du Conseil Administratif, le quorum est la moitié de ses membres plus un.

(4) Le Conseil Administratif peut adopter à la majorité des deux tiers de ses membres une procédure autorisant le Président à demander au Conseil un vote par correspondance. Ce vote ne sera considéré comme valable que si la majorité des membres du Conseil y ont pris part dans les délais impartis par ladite procédure.

Article 8

Les fonctions de membres du Conseil Administratif et de Président ne sont pas rémunérées par le Centre.

SECTION 3

Du Secrétariat

Article 9

Le Secrétariat comprend un Secrétaire Général, un ou plusieurs Secrétaires Généraux Adjoints et le personnel.

Article 10

(1) Le Secrétaire Général et les Secrétaires Généraux Adjoints sont élus, sur présentation du Président, par le Conseil Administratif à la majorité des deux tiers de ses membres pour une période ne pouvant excéder six ans et sont rééligibles. Le Président, après consultation des mem-

bres du Conseil Administratif, présente un ou plusieurs candidats pour chaque poste.

(2) Les fonctions de Secrétaire Général et de Secrétaire Général Adjoint sont incompatibles avec l'exercice de toute fonction politique. Sous réserve de dérogation accordée par le Conseil Administratif, le Secrétaire Général et les Secrétaires Généraux Adjoints ne peuvent occuper d'autres emplois ou exercer d'autres activités professionnelles.

(3) En cas d'absence ou d'empêchement du Secrétaire Général ou si le poste est vacant, le Secrétaire Général Adjoint remplit les fonctions de Secrétaire Général. S'il existe plusieurs Secrétaires Généraux Adjoints, le Conseil Administratif détermine à l'avance l'ordre dans lequel ils seront appelés à remplir lesdites fonctions.

Article 11

Le Secrétaire Général représente légalement le Centre, il le dirige et est responsable de son administration, y compris le recrutement du personnel, conformément aux dispositions de la présente Convention et aux règlements adoptés par le Conseil Administratif. Il remplit la fonction de greffier et a le pouvoir d'authentifier les sentences arbitrales rendues en vertu de la présente Convention et d'en certifier copie.

SECTION 4

Des Listes

Article 12

La liste de conciliateurs et la liste d'arbitres sont composées de personnes qualifiées, désignées comme il est dit ci-dessous et acceptant de figurer sur ces listes.

Article 13

(1) Chaque Etat contractant peut désigner pour figurer sur chaque liste quatre personnes qui ne sont pas nécessairement ses ressortissants.

(2) Le Président peut désigner dix personnes pour

figurer sur chaque liste. Les personnes ainsi désignées sur une même liste doivent toutes être de nationalité différente.

Article 14

(1) Les personnes désignées pour figurer sur les listes doivent jouir d'une haute considération morale, être d'une compétence reconnue en matière juridique, commerciale, industrielle ou financière et offrir toute garantie d'indépendance dans l'exercice de leurs fonctions. La compétence en matière juridique des personnes désignées pour la liste d'arbitres est particulièrement importante.

(2) Le Président, dans ses désignations, tient compte en outre de l'intérêt qui s'attache à représenter sur ces listes les principaux systèmes juridiques du monde et les principaux secteurs de l'activité économique.

Article 15

(1) Les désignations sont faites pour des périodes de six ans renouvelables.

(2) En cas de décès ou de démission d'une personne figurant sur l'une ou l'autre liste, l'autorité ayant nommé cette personne peut désigner un remplaçant pour la durée du mandat restant à courir.

(3) Les personnes portées sur les listes continuent d'y figurer jusqu'à désignation de leur successeur.

Article 16

(1) Une même personne peut figurer sur les deux listes.

(2) Si une personne est désignée pour figurer sur une même liste par plusieurs Etats contractants, ou par un ou plusieurs d'entre eux et par le Président, elle sera censée l'avoir été par l'autorité qui l'aura désignée la première; toutefois si cette personne est le ressortissant d'un Etat ayant participé à sa désignation, elle sera réputée avoir été désignée par ledit Etat.

(3) Toutes les désignations sont notifiées au Secrétaire Général et prennent effet à compter de la date de réception de la notification.

SECTION 5

Du Financement du Centre

Article 17

Si les dépenses de fonctionnement du Centre ne peuvent être couvertes par les redevances payées pour l'utilisation de ses services ou par d'autres sources de revenus, l'excédent sera supporté par les Etats contractants membres de la Banque proportionnellement à leur souscription au capital de celle-ci et par les Etats qui ne sont pas membres de la Banque conformément aux règlements adoptés par le Conseil Administratif.

SECTION 6

Statut, Immunités et Privilèges

Article 18

Le Centre a la pleine personnalité juridique internationale. Il a, entre autres, capacité:

(a) de contracter;

(b) d'acquérir des biens meubles et immeubles et d'en disposer;

(c) d'ester en justice.

Article 19

Afin de pouvoir remplir ses fonctions, le Centre jouit, sur le territoire de chaque Etat contractant, des immunités et des privilèges définis à la présente Section.

Article 20

Le Centre, ses biens et ses avoirs, ne peuvent faire l'objet d'aucune action judiciaire, sauf s'il renonce à cette immunité.

Article 21

Le Président, les membres du Conseil Administratif, les personnes agissant en qualité de conciliateurs, d'arbitres ou de membres du Comité prévu à l'Article 52, alinéa (3), et les fonctionnaires et employés du Secrétariat:

(a) ne peuvent faire l'objet de poursuites en raison

d'actes accomplis par eux dans l'exercice de leurs fonctions, sauf si le Centre lève cette immunité;

(b) bénéficient, quand ils ne sont pas ressortissants de l'Etat où ils exercent leurs fonctions, des mêmes immunités en matière d'immigration, d'enregistrement des étrangers, d'obligations militaires ou de prestations analogues et des mêmes facilités en matière de change et de déplacements, que celles accordées par les Etats contractants aux représentants, fonctionnaires et employés de rang comparable d'autres Etats contractants.

Article 22

Les dispositions de l'Article 21 s'appliquent aux personnes participant aux instances qui font l'objet de la présente Convention en qualité de parties, d'agents, de conseillers, d'avocats, de témoins ou d'experts, l'alinéa (b) ne s'appliquant toutefois qu'à leurs déplacements et à leur séjour dans le pays où se déroule la procédure.

Article 23

(1) Les archives du Centre sont inviolables où qu'elles se trouvent.

(2) Chaque Etat contractant accorde au Centre pour ses communications officielles un traitement aussi favorable qu'aux autres institutions internationales.

Article 24

(1) Le Centre, ses avoirs, ses biens et ses revenus ainsi que ses opérations autorisées par la présente Convention sont exonérés de tous impôts et droits de douane. Le Centre est également exempt de toute obligation relative au recouvrement ou au paiement d'impôts ou de droits de douane.

(2) Aucun impôt n'est prélevé sur les indemnités payées par le Centre au Président ou aux membres du Conseil Administratif ou sur les traitements, émoluments ou autres indemnités payés par le Centre aux fonctionnaires ou employés du Secrétariat, sauf si les bénéficiaires sont ressortissants du pays où ils exercent leurs fonctions.

(3) Aucun impôt n'est prélevé sur les honoraires ou indemnités versés aux personnes agissant en qualité de conciliateurs, d'arbitres ou de membres du Comité prévu à l'Article 52, alinéa (3), dans les instances qui font l'objet de la présente Convention, si cet impôt n'a d'autre base juridique que le lieu où se trouve le Centre, celui où se déroule l'instance ou celui où sont payés lesdits honoraires ou indemnités.

CHAPITRE II

De la Compétence du Centre

Article 25

(1) La compétence du Centre s'étend aux différends d'ordre juridique entre un Etat contractant (ou telle collectivité publique ou tel organisme dépendant de lui qu'il désigne au Centre) et le ressortissant d'un autre Etat contractant qui sont en relation directe avec un investissement et que les parties ont consenti par écrit à soumettre au Centre. Lorsque les parties ont donné leur consentement, aucune d'elles ne peut le retirer unilatéralement.

(2) "Ressortissant d'un autre Etat contractant" signifie:

(a) toute personne physique qui possède la nationalité d'un Etat contractant autre que l'Etat partie au différend à la date à laquelle les parties ont consenti à soumettre le différend à la conciliation ou à l'arbitrage ainsi qu'à la date à laquelle la requête a été enregistrée conformément à l'Article 28, alinéa (3) ou à l'Article 36, alinéa (3), à l'exclusion de toute personne qui, à l'une ou à l'autre de ces dates, possède également la nationalité de l'Etat contractant partie au différend;

(b) toute personne morale qui possède la nationalité d'un Etat contractant autre que l'Etat partie au différend à la date à laquelle les parties ont

consenti à soumettre le différend à la conciliation ou à l'arbitrage et toute personne morale qui possède la nationalité de l'Etat contractant partie au différend à la même date et que les parties sont convenues, aux fins de la présente Convention, de considérer comme ressortissant d'un autre Etat contractant en raison du contrôle exercé sur elle par des intérêts étrangers.

(3) Le consentement d'une collectivité publique ou d'un organisme dépendant d'un Etat contractant ne peut être donné qu'après approbation par ledit Etat, sauf si celui-ci indique au Centre que cette approbation n'est pas nécessaire.

(4) Tout Etat contractant peut, lors de sa ratification, de son acceptation ou de son approbation de la Convention ou à toute date ultérieure, faire connaître au Centre la ou les catégories de différends qu'il considérerait comme pouvant être soumis ou non à la compétence du Centre. Le Secrétaire Général transmet immédiatement la notification à tous les Etats contractants. Ladite notification ne constitue pas le consentement requis aux termes de l'alinéa (1).

Article 26

Le consentement des parties à l'arbitrage dans le cadre de la présente Convention est, sauf stipulation contraire, considéré comme impliquant renonciation à l'exercice de tout autre recours. Comme condition à son consentement à l'arbitrage dans le cadre de la présente Convention, un Etat contractant peut exiger que les recours administratifs ou judiciaires internes soient épuisés.

Article 27

(1) Aucun Etat contractant n'accorde la protection diplomatique ou ne formule de revendication internationale au sujet d'un différend que l'un de ses ressortissants et un autre Etat contractant ont consenti à soumettre ou ont soumis à l'arbitrage dans le cadre de la présente Convention, sauf si l'autre Etat contractant ne se conforme pas à la sentence rendue à l'occasion du différend.

(2) Pour l'application de l'alinéa (1), la protection diplomatique ne vise pas les simples démarches diplomatiques tendant uniquement à faciliter le règlement du différend.

CHAPITRE III

De la Conciliation

SECTION 1

De la Demande en Conciliation

Article 28

(1) Un Etat contractant ou le ressortissant d'un Etat contractant qui désire entamer une procédure de conciliation doit adresser par écrit une requête à cet effet au Secrétaire Général, lequel en envoie copie à l'autre partie.

(2) La requête doit contenir des informations concernant l'objet du différend, l'identité des parties et leur consentement à la conciliation conformément au règlement de procédure relatif à l'introduction des instances de conciliation et d'arbitrage.

(3) Le Secrétaire Général doit enregistrer la requête sauf s'il estime au vu des informations contenues dans la requête que le différend excède manifestement la compétence du Centre. Il doit immédiatement notifier aux parties l'enregistrement ou le refus d'enregistrement.

SECTION 2

De la Constitution de la Commission de Conciliation

Article 29

(1) La Commission de conciliation (ci-après dénommée la Commission) est constituée dès que possible après enregistrement de la requête conformément à l'Article 28.

(2) (a) La Commission se compose d'un conciliateur unique ou d'un nombre impair de conciliateurs nommés conformément à l'accord des parties.

(b) A défaut d'accord entre les parties sur le nombre de conciliateurs et leur mode de nomination, la Commission comprend trois conciliateurs; chaque partie nomme un conciliateur et le troisième, qui est le président de la Commission, est nommé par accord des parties.

Article 30

Si la Commission n'a pas été constituée dans les 90 jours suivant la notification de l'enregistrement de la requête par le Secrétaire Général conformément à l'Article 28, alinéa (3) ou dans tout autre délai convenu par les parties, le Président, à la demande de la partie la plus diligente et, si possible, après consultation des parties, nomme le conciliateur ou les conciliateurs non encore désignés.

Article 31

(1) Les conciliateurs peuvent être pris hors de la liste des conciliateurs, sauf au cas de nomination par le Président prévu à l'Article 30.

(2) Les conciliateurs nommés hors de la liste des conciliateurs doivent posséder les qualités prévues à l'Article 14, alinéa (1).

SECTION 3

De la Procédure devant la Commission

Article 32

(1) La Commission est juge de sa compétence.

(2) Tout déclinatoire de compétence soulevé par l'une des parties et fondé sur le motif que le différend n'est pas de la compétence du Centre ou, pour toute autre raison, de celle de la Commission doit être examiné par la Commission qui décide s'il doit être traité comme une question préalable ou si son examen doit être joint à celui des questions de fond.

Article 33

Toute procédure de conciliation est conduite conformément aux dispositions de la présente Section et, sauf

accord contraire des parties, au Règlement de Conciliation en vigueur à la date à laquelle elles ont consenti à la conciliation. Si une question de procédure non prévue par la présente Section ou le Règlement de Conciliation ou tout autre règlement adopté par les parties se pose, elle est tranchée par la Commission.

Article 34

(1) La Commission a pour fonction d'éclaircir les points en litige entre les parties et doit s'efforcer de les amener à une solution mutuellement acceptable. A cet effet, la Commission peut à une phase quelconque de la procédure et à plusieurs reprises recommander aux parties les termes d'un règlement. Les parties doivent collaborer de bonne foi avec la Commission afin de lui permettre de remplir ses fonctions et doivent tenir le plus grand compte de ses recommandations.

(2) Si les parties se mettent d'accord, la Commission rédige un procès-verbal faisant l'inventaire des points en litige et prenant acte de l'accord des parties. Si à une phase quelconque de la procédure, la Commission estime qu'il n'y a aucune possibilité d'accord entre les parties, elle clôt la procédure et dresse un procès-verbal constatant que le différend a été soumis à la conciliation et que les parties n'ont pas abouti à un accord. Si une des parties fait défaut ou s'abstient de participer à la procédure, la Commission clôt la procédure et dresse un procès-verbal constatant qu'une des parties a fait défaut ou s'est abstenue de participer à la procédure.

Article 35

Sauf accord contraire des parties, aucune d'elles ne peut, à l'occasion d'une autre procédure se déroulant devant des arbitres, un tribunal ou de toute autre manière, invoquer les opinions exprimées, les déclarations ou les offres de règlement faites par l'autre partie au cours de la procédure non plus que le procès-verbal ou les recommandations de la Commission.

CHAPITRE IV

De l'Arbitrage

SECTION 1

De la Demande d'Arbitrage

Article 36

(1) Un Etat contractant ou le ressortissant d'un Etat contractant qui désire entamer une procédure d'arbitrage doit adresser par écrit une requête à cet effet au Secrétaire Général, lequel en envoie copie à l'autre partie.

(2) La requête doit contenir des informations concernant l'objet du différend, l'identité des parties et leur consentement à l'arbitrage conformément au règlement de procédure relatif à l'introduction des instances de conciliation et d'arbitrage.

(3) Le Secrétaire Général doit enregistrer la requête sauf s'il estime au vu des informations contenues dans la requête que le différend excède manifestement la compétence du Centre. Il doit immédiatement notifier aux parties l'enregistrement ou le refus d'enregistrement.

SECTION 2

De la Constitution du Tribunal

Article 37

(1) Le Tribunal arbitral (ci-après dénommé le Tribunal) est constitué dès que possible après enregistrement de la requête conformément à l'Article 36.

(2) (a) Le Tribunal se compose d'un arbitre unique ou d'un nombre impair d'arbitres nommés conformément à l'accord des parties.

(b) A défaut d'accord entre les parties sur le nombre des arbitres et leur mode de nomination, le Tribunal comprend trois arbitres; chaque partie nomme un arbitre et le troisième, qui est le président du Tribunal, est nommé par accord des parties.

Article 38

Si le Tribunal n'a pas été constitué dans les 90 jours suivant la notification de l'enregistrement de la requête par le Secrétaire Général conformément à l'Article 36, alinéa (3) ou dans tout autre délai convenu par les parties, le Président, à la demande de la partie la plus diligente et, si possible, après consultation des parties, nomme l'arbitre ou les arbitres non encore désignés. Les arbitres nommés par le Président conformément aux dispositions du présent Article ne doivent pas être ressortissants de l'Etat contractant partie au différend ou de l'Etat contractant dont le ressortissant est partie au différend.

Article 39

Les arbitres composant la majorité doivent être ressortissants d'Etats autres que l'Etat contractant partie au différend et que l'Etat contractant dont le ressortissant est partie au différend; étant entendu néanmoins que cette disposition ne s'applique pas si, d'un commun accord, les parties désignent l'arbitre unique ou chacun des membres du Tribunal.

Article 40

(1) Les arbitres peuvent être pris hors de la liste des arbitres, sauf au cas de nomination par le Président prévu à l'Article 38.

(2) Les arbitres nommés hors de la liste des arbitres doivent posséder les qualités prévues à l'Article 14, alinéa (1).

SECTION 3

Des Pouvoirs et des Fonctions du Tribunal

Article 41

(1) Le Tribunal est juge de sa compétence.

(2) Tout déclinatoire de compétence soulevé par l'une des parties et fondé sur le motif que le différend n'est pas de la compétence du Centre ou, pour toute autre raison, de celle du Tribunal doit être examiné par le Tri-

bunal qui décide s'il doit être traité comme question préalable ou si son examen doit être joint à celui des questions de fond.

Article 42

(1) Le Tribunal statue sur le différend conformément aux règles de droit adoptées par les parties. Faute d'accord entre les parties, le Tribunal applique le droit de l'Etat contractant partie au différend—y compris les règles relatives aux conflits de lois—ainsi que les principes de droit international en la matière.

(2) Le Tribunal ne peut refuser de juger sous prétexte du silence ou de l'obscurité du droit.

(3) Les dispositions des alinéas précédents ne portent pas atteinte à la faculté pour le Tribunal, si les parties en sont d'accord, de statuer *ex aequo et bono.*

Article 43

Sauf accord contraire des parties, le Tribunal s'il l'estime nécessaire, peut à tout moment durant les débats:

(a) demander aux parties de produire tous documents ou autres moyens de preuve, et

(b) se transporter sur les lieux et y procéder à telles enquêtes qu'il estime nécessaires.

Article 44

Toute procédure d'arbitrage est conduite conformément aux dispositions de la présente Section et, sauf accord contraire des parties, au Règlement d'Arbitrage en vigueur à la date à laquelle elles ont consenti à l'arbitrage. Si une question de procédure non prévue par la présente Section ou le Règlement d'Arbitrage ou tout autre règlement adopté par les parties se pose, elle est tranchée par le Tribunal.

Article 45

(1) Si l'une des parties fait défaut ou s'abstient de faire valoir ses moyens, elle n'est pas pour autant réputée acquiescer aux prétentions de l'autre partie.

(2) Si l'une des parties fait défaut ou s'abstient de faire valoir ses moyens à tout moment de la procédure,

l'autre partie peut demander au Tribunal de considérer les chefs de conclusions qui lui sont soumises et de rendre sa sentence. Le Tribunal doit, en notifiant à la partie défaillante la demande dont il est saisi, accorder à celle-ci un délai de grâce avant de rendre sa sentence, à moins qu'il ne soit convaincu que ladite partie n'a pas l'intention de comparaître ou de faire valoir ses moyens.

Article 46

Sauf accord contraire des parties, le Tribunal doit, à la requête de l'une d'elles, statuer sur toutes demandes incidentes, additionnelles ou reconventionnelles se rapportant directement à l'objet du différend, à condition que ces demandes soient couvertes par le consentement des parties et qu'elles relèvent par ailleurs de la compétence du Centre.

Article 47

Sauf accord contraire des parties, le Tribunal peut, s'il estime que les circonstances l'exigent, recommander toutes mesures conservatoires propres à sauvegarder les droits des parties.

SECTION 4

De la Sentence

Article 48

(1) Le Tribunal statue sur toute question à la majorité des voix de tous ses membres.

(2) La sentence est rendue par écrit; elle est signée par les membres du Tribunal qui se sont prononcés en sa faveur.

(3) La sentence doit répondre à tous les chefs de conclusions soumises au Tribunal et doit être motivée.

(4) Tout membre du Tribunal peut faire joindre à la sentence soit son opinion particulière—qu'il partage ou non l'avis de la majorité—soit la mention de son dissentiment.

(5) Le Centre ne publie aucune sentence sans le consentement des parties.

Article 49

(1) Le Secrétaire Général envoie sans délai aux parties copies certifiées conformes de la sentence. La sentence est réputée avoir été rendue le jour de l'envoi desdites copies.

(2) Sur requête d'une des parties, à présenter dans les 45 jours de la sentence, le Tribunal peut, après notification à l'autre partie, statuer sur toute question sur laquelle il aurait omis de se prononcer dans la sentence et corriger toute erreur matérielle contenue dans la sentence. Sa décision fait partie intégrante de la sentence et est notifiée aux parties dans les mêmes formes que celle-ci. Les délais prévus à l'Article 51, alinéa (2) et à l'Article 52, alinéa (2) courent à partir de la date de la décision correspondante.

Section 5

De l'Interprétation, de la Révision et de l'Annulation de la Sentence

Article 50

(1) Tout différend qui pourrait s'élever entre les parties concernant le sens ou la portée de la sentence peut faire l'objet d'une demande en interprétation adressée par écrit au Secrétaire Général par l'une ou l'autre des parties.

(2) La demande est, si possible, soumise au Tribunal qui a statué. En cas d'impossibilité, un nouveau Tribunal est constitué conformément à la Section 2 du présent Chapitre. Le Tribunal peut, s'il estime que les circonstances l'exigent, décider de suspendre l'exécution de la sentence jusqu'à ce qu'il se soit prononcé sur la demande en interprétation.

Article 51

(1) Chacune des parties peut demander, par écrit, au Secrétaire Général la révision de la sentence en raison de la découverte d'un fait de nature à exercer une influence décisive sur la sentence, à condition qu'avant le prononcé de la sentence ce fait ait été inconnu du Tribunal et de la partie demanderesse et qu'il n'y ait pas eu, de la part de celle-ci, faute à l'ignorer.

(2) La demande doit être introduite dans les 90 jours suivant la découverte du fait nouveau et, en tout cas, dans les trois ans suivant la date de la sentence.

(3) La demande est, si possible, soumise au Tribunal ayant statué. En cas d'impossibilité, un nouveau Tribunal est constitué conformément à la Section 2 du présent Chapitre.

(4) Le Tribunal peut, s'il estime que les circonstances l'exigent, décider de suspendre l'exécution de la sentence jusqu'à ce qu'il se soit prononcé sur la demande en révision. Si, dans sa demande, la partie en cause requiert qu'il soit sursis à l'exécution de la sentence, l'exécution est provisoirement suspendue jusqu'à ce que le Tribunal ait statué sur ladite requête.

Article 52

(1) Chacune des parties peut demander, par écrit, au Secrétaire Général l'annulation de la sentence pour l'un quelconque des motifs suivants:

(a) vice dans la constitution du Tribunal;
(b) excès de pouvoir manifeste du Tribunal;
(c) corruption d'un membre du Tribunal;
(d) inobservation grave d'une règle fondamentale de procédure;
(e) défaut de motifs.

(2) Tout demande doit être formée dans les 120 jours suivant la date de la sentence, sauf si l'annulation est demandée pour cause de corruption, auquel cas ladite demande doit être présentée dans les 120 jours suivant la découverte de la corruption et, en tout cas, dans les trois ans suivant la date de la sentence.

(3) Au reçu de la demande, le Président nomme immédiatement parmi les personnes dont les noms figurent sur la liste des arbitres, un Comité *ad hoc* de trois membres. Aucun membre dudit Comité ne peut être choisi parmi les membres du Tribunal ayant rendu la sentence, ni posséder la même nationalité qu'un des membres dudit Tribunal ni celle de l'Etat partie au différend ou de l'Etat dont le

ressortissant est partie au différend, ni avoir été désigné pour figurer sur la liste des arbitres par l'un desdits Etats, ni avoir rempli les fonctions de conciliateur dans la même affaire. Le Comité est habilité à annuler la sentence en tout ou en partie pour l'un des motifs énumérés à l'alinéa (1) du présent Article.

(4) Les dispositions des Articles 41–45, 48, 49, 53 et 54 et des Chapitres VI et VII s'appliquent *mutatis mutandis* à la procédure devant le Comité.

(5) Le Comité peut, s'il estime que les circonstances l'exigent, décider de suspendre l'exécution de la sentence jusqu'à ce qu'il se soit prononcé sur la demande en annulation. Si, dans sa demande, la partie en cause requiert qu'il soit sursis à l'exécution de la sentence, l'exécution est provisoirement suspendue jusqu'à ce que le Comité ait statué sur ladite requête.

(6) Si la sentence est déclarée nulle, le différend est, à la requête de la partie la plus diligente, soumis à un nouveau Tribunal constitué conformément à la Section 2 du présent Chapitre.

Section 6

De la Reconnaissance et de l'Exécution de la Sentence

Article 53

(1) La sentence est obligatoire à l'égard des parties et ne peut être l'objet d'aucun appel ou autre recours, à l'exception de ceux prévus à la présente Convention. Chaque partie doit donner effet à la sentence conformément à ses termes, sauf si l'exécution en est suspendue en vertu des dispositions de la présente Convention.

(2) Aux fins de la présente Section, une "sentence" inclut toute décision concernant l'interprétation, la révision ou l'annulation de la sentence prise en vertu des Articles 50, 51 ou 52.

Article 54

(1) Chaque Etat contractant reconnaît toute sentence rendue dans le cadre de la présente Convention comme

obligatoire et assure l'exécution sur son territoire des obligations pécuniaires que la sentence impose comme s'il s'agissait d'un jugement définitif d'un tribunal fonctionnant sur le territoire dudit Etat. Un Etat contractant ayant une constitution fédérale peut assurer l'exécution de la sentence par l'entremise de ses tribunaux fédéraux et prévoir que ceux-ci devront considérer une telle sentence comme un jugement définitif des tribunaux de l'un des Etats fédérés.

(2) Pour obtenir la reconnaissance et l'exécution d'une sentence sur le territoire d'un Etat contractant, la partie intéressée doit en présenter copie certifiée conforme par le Secrétaire Général au tribunal national compétent ou à toute autre autorité que ledit Etat contractant aura désigné à cet effet. Chaque Etat contractant fait savoir au Secrétaire Général le tribunal compétent ou les autorités qu'il désigne à cet effet et le tient informé des changements éventuels.

(3) L'exécution est régie par la législation concernant l'exécution des jugements en vigueur dans l'Etat sur le territoire duquel on cherche à y procéder.

Article 55

Aucune des dispositions de l'Article 54 ne peut être interprétée comme faisant exception au droit en vigueur dans un Etat contractant concernant l'immunité d'exécution dudit Etat ou d'un Etat étranger.

CHAPITRE V

Du Remplacement et de la Récusation des Conciliateurs et des Arbitres

Article 56

(1) Une fois qu'une Commission ou un Tribunal a été constitué et la procédure engagée, sa composition ne peut être modifiée. Toutefois, en cas de décès, d'incapacité ou de démission d'un conciliateur ou d'un arbitre, il est pourvu à la vacance selon les dispositions du Chapitre III, Section 2 ou du Chapitre IV, Section 2.

(2) Tout membre d'une Commission ou d'un Tribunal continue à remplir ses fonctions en cette qualité nonobstant le fait que son nom n'apparaisse plus sur la liste.

(3) Si un conciliateur ou un arbitre nommé par une partie démissionne sans l'assentiment de la Commission ou du Tribunal dont il est membre, le Président pourvoit à la vacance en prenant un nom sur la liste appropriée.

Article 57

Une partie peut demander à la Commission ou au Tribunal la récusation d'un de ses membres pour tout motif impliquant un défaut manifeste des qualités requises par l'Article 14, alinéa (1). Une partie à une procédure d'arbitrage peut, en outre, demander la récusation d'un arbitre pour le motif qu'il ne remplissait pas les conditions fixées à la Section 2 du Chapitre IV pour la nomination au Tribunal Arbitral.

Article 58

Les autres membres de la Commission ou du Tribunal, selon le cas, se prononcent sur toute demande en récusation d'un conciliateur ou d'un arbitre. Toutefois, en cas de partage égal des voix, ou si la demande en récusation vise un conciliateur ou un arbitre unique ou une majorité de la Commission ou du Tribunal, la décision est prise par le Président. Si le bien-fondé de la demande est reconnu, le conciliateur ou l'arbitre visé par la décision est remplacé conformément aux dispositions du Chapitre III, Section 2 ou du Chapitre IV, Section 2.

CHAPITRE VI

Des Frais de Procédure

Article 59

Les redevances dues par les parties pour l'utilisation des services du Centre sont fixées par le Secrétaire Général conformément aux règlements adoptés en la matière par le Conseil Administratif.

Article 60

(1) Chaque Commission et chaque Tribunal fixe les honoraires et frais de ses membres dans les limites qui sont définies par le Conseil Administratif et après consultation du Secrétaire Général.

(2) Nonobstant les dispositions de l'alinéa précédent, les parties peuvent fixer par avance, en accord avec la Commission ou le Tribunal, les honoraires et frais de ses membres.

Article 61

(1) Dans le cas d'une procédure de conciliation les honoraires et frais des membres de la Commission ainsi que les redevances dues pour l'utilisation des services du Centre sont supportés à parts égales par les parties. Chaque partie supporte toutes les autres dépenses qu'elle expose pour les besoins de la procédure.

(2) Dans le cas d'une procédure d'arbitrage le Tribunal fixe, sauf accord contraire des parties, le montant des dépenses exposées par elles pour les besoins de la procédure et décide des modalités de répartition et de paiement desdites dépenses, des honoraires et frais des membres du Tribunal et des redevances dues pour l'utilisation des services du Centre. Cette décision fait partie intégrante de la sentence.

CHAPITRE VII

Du Lieu de la Procédure

Article 62

Les procédures de conciliation et d'arbitrage se déroulent au siège du Centre, sous réserve des dispositions qui suivent.

Article 63

Si les parties en décident ainsi, les procédures de conciliation et d'arbitrage peuvent se dérouler:

(a) soit au siège de la Cour Permanente d'Arbitrage ou de toute autre institution appropriée, publique ou privée, avec laquelle le Centre aura conclu des arrangements à cet effet;

(b) soit en tout autre lieu approuvé par la Commission ou le Tribunal après consultation du Secrétaire Général.

CHAPITRE VIII

Différends Entre Etats Contractants

Article 64

Tout différend qui pourrait surgir entre les Etats contractants quant à l'interprétation ou l'application de la présente Convention et qui ne serait pas résolu à l'amiable est porté devant la Cour Internationale de Justice à la demande de toute partie au différend, à moins que les Etats intéressés ne conviennent d'une autre méthode de règlement.

CHAPITRE IX

Amendements

Article 65

Tout Etat contractant peut proposer des amendements à la présente Convention. Tout texte d'amendement doit être communiqué au Secrétaire Général 90 jours au moins avant la réunion du Conseil Administratif au cours de laquelle ledit amendement doit être examiné, et doit être immédiatement transmis par lui à tous les membres du Conseil Administratif.

Article 66

(1) Si le Conseil Administratif le décide à la majorité des deux tiers de ses membres, l'amendement proposé est distribué à tous Etats contractants aux fins de ratifica-

tion, d'acceptation ou d'approbation. Chaque amendement entre en vigueur 30 jours après l'envoi par le dépositaire de la présente Convention d'une notice adressée aux Etats contractants les informant que tous les Etats contractants ont ratifié, accepté ou approuvé l'amendement.

(2) Aucun amendement ne peut porter atteinte aux droits et obligations d'un Etat contractant, d'une collectivité publique ou d'un organisme dépendant de lui ou d'un de ses ressortissants, aux termes de la présente Convention qui découlent d'un consentement à la compétence du Centre donné avant la date d'entrée en vigueur dudit amendement.

CHAPITRE X

Dispositions Finales

Article 67

La présente Convention est ouverte à la signature des Etats membres de la Banque. Elle est également ouverte à la signature de tout autre Etat partie au Statut de la Cour Internationale de Justice que le Conseil Administratif, à la majorité des deux tiers de ses membres, aura invité à signer la Convention.

Article 68

(1) La présente Convention est soumise à la ratification, à l'acceptation ou à l'approbation des Etats signataires conformément à leurs procédures constitutionnelles.

(2) La présente Convention entrera en vigueur 30 jours après la date du dépôt du vingtième instrument de ratification, d'acceptation ou d'approbation. A l'égard de tout Etat déposant ultérieurement son instrument de ratification, d'acceptation ou d'approbation, elle entrera en vigueur 30 jours après la date dudit dépôt.

Article 69

Tout Etat contractant doit prendre les mesures législatives ou autres qui seraient nécessaires en vue de

donner effet sur son territoire aux dispositions de la présente Convention.

Article 70

La présente Convention s'applique à tous les territoires qu'un Etat contractant représente sur le plan international, à l'exception de ceux qui sont exclus par ledit Etat par notification adressée au dépositaire de la présente Convention soit au moment de la ratification, de l'acceptation ou de l'approbation soit ultérieurement.

Article 71

Tout Etat contractant peut dénoncer la présente Convention par notification adressée au dépositaire de la présente Convention. La dénonciation prend effet six mois après réception de ladite notification.

Article 72

Aucune notification par un Etat contractant en vertu des Articles 70 et 71 ne peut porter atteinte aux droits et obligations dudit Etat, d'une collectivité publique ou d'un organisme dépendant de lui ou d'un de ses ressortissants, aux termes de la présente Convention qui découlent d'un consentement à la compétence du Centre donné par l'un d'eux antérieurement à la réception de ladite notification par le dépositaire.

Article 73

Les instruments de ratification, d'acceptation ou d'approbation de la présente Convention et de tous amendements qui y seraient apportés seront déposés auprès de la Banque, laquelle agira en qualité de dépositaire de la présente Convention. Le dépositaire transmettra des copies de la présente Convention certifiées conformes aux Etats membres de la Banque et à tout autre Etat invité à signer la Convention.

Article 74

Le dépositaire enregistrera la présente Convention auprès du Secrétariat des Nations Unies conformément à

l'article 102 de la Charte des Nations Unies et aux Règlements y afférents adoptés par l'Assemblée Générale.

Article 75

Le dépositaire donnera notification à tous les Etats signataires des informations concernant:

(a) les signatures conformément à l'Article 67;
(b) le dépôt des instruments de ratification, d'acceptation ou d'approbation conformément à l'Article 73;
(c) la date d'entrée en vigueur de la présente Convention conformément à l'Article 68;
(d) les exclusions de l'application territoriale conformément à l'Article 70;
(e) la date d'entrée en vigueur de tout amendement à la présente Convention conformément à l'Article 66;
(f) les dénonciations conformément à l'Article 71.

CONVENIO SOBRE ARREGLO DE DIFERENCIAS RELATIVAS A INVERSIONES ENTRE ESTADOS Y NACIONALES DE OTROS ESTADOS

PREAMBULO

Los Estados Contratantes

Considerando la necesidad de la cooperación internacional para el desarrollo económico y la función que en ese campo desempeñan las inversiones internacionales de carácter privado;

Teniendo en cuenta la posibilidad de que a veces surjan diferencias entre Estados Contratantes y nacionales de otros Estados Contratantes en relación con tales inversiones;

Reconociendo que aun cuando tales diferencias se someten corrientemente a sistemas procesales nacionales, en ciertos casos el empleo de métodos internacionales de arreglo puede ser apropiado para su solución;

Atribuyendo particular importancia a la disponibilidad de medios de conciliación o arbitraje internacionales a los que puedan los Estados Contratantes y los nacionales de otros Estados Contratantes, si lo desean, someter dichas diferencias;

Deseando crear tales medios bajo los auspicios del Banco Internacional de Reconstrucción y Fomento;

Reconociendo que el consentimiento mutuo de las partes en someter dichas diferencias a conciliación o a arbitraje a través de dichos medios constituye un acuerdo obligatorio, lo que exige particularmente que se preste la debida consideración a las recomendaciones de los conciliadores y que se cumplan los laudos arbitrales; y

Declarando que la mera ratificación, aceptación o aprobación de este Convenio por parte del Estado Contratante, no se reputará que constituye una obligación de someter ninguna diferencia determinada a conciliación o arbitraje, a no ser que medie el consentimiento de dicho Estado,

Han acordado lo siguiente:

CAPITULO I

Centro Internacional de Arreglo de Diferencias Relativas a Inversiones

SECCIÓN 1

Creación y Organización

Artículo 1

(1) Por el presente Convenio se crea el Centro Internacional de Arreglo de Diferencias Relativas a Inversiones (en lo sucesivo llamado el Centro).

(2) El Centro tendrá por objeto facilitar la sumisión de las diferencias relativas a inversiones entre Estados Contratantes y nacionales de otros Estados Contratantes a un procedimiento de conciliación y arbitraje de acuerdo con las disposiciones de este Convenio.

Artículo 2

La sede del Centro será la oficina principal del Banco Internacional de Reconstrucción y Fomento (en lo sucesivo llamado el Banco). La sede podrá trasladarse a otro lugar por decisión del Consejo Administrativo adoptada por una mayoría de dos terceras partes de sus miembros.

Artículo 3

El Centro estará compuesto por un Consejo Administrativo y un Secretariado, y mantendrá una Lista de Conciliadores y una Lista de Arbitros.

SECCIÓN 2

El Consejo Administrativo

Artículo 4

(1) El Consejo Administrativo estará compuesto por un representante de cada uno de los Estados Contratantes. Un suplente podrá actuar con carácter de representante en caso de ausencia del titular de una reunión o de incapacidad del mismo.

(2) Salvo en caso de designación distinta, el gobernador y el gobernador suplente del Banco nombrados por

un Estado Contratante serán *ex officio* el representante y el suplente de ese Estado, respectivamente.

Artículo 5

El Presidente del Banco será *ex officio* Presidente del Consejo Administrativo (en lo sucesivo llamado el Presidente) pero sin derecho a voto. En caso de ausencia o incapacidad para actuar y en caso de vacancia del cargo de Presidente del Banco, la persona que lo sustituya en el Banco actuará como Presidente del Consejo Administrativo.

Artículo 6

(1) Sin perjuicio de las demás facultades y funciones que le confieren otras disposiciones de este Convenio, el Consejo Administrativo tendrá las siguientes:

(a) adoptar los reglamentos administrativos y financieros del Centro;

(b) adoptar las reglas de procedimiento a seguir para iniciar la conciliación y el arbitraje;

(c) adoptar las reglas procesales aplicables a la conciliación y al arbitraje (en lo sucesivo llamadas Reglas de Conciliación y Reglas de Arbitraje);

(d) aprobar los arreglos con el Banco sobre la utilización de sus servicios administrativos e instalaciones;

(e) fijar las condiciones del desempeño de las funciones del Secretario General y de los Secretarios Generales Adjuntos;

(f) adoptar el presupuesto anual de ingresos y gastos del Centro;

(g) aprobar el informe anual de actividades del Centro.

Para la aprobación de lo dispuesto en los incisos (a), (b), (c) y (f) se requerirá una mayoría de dos tercios de los miembros del Consejo Administrativo.

(2) El Consejo Administrativo podrá nombrar las Comisiones que considere necesarias.

(3) Además, el Consejo Administrativo ejercerá to-

das las facultades y realizará todas las funciones que a su juicio sean necesarias para llevar a efecto las disposiciones del presente Convenio.

Artículo 7

(1) El Consejo Administrativo celebrará una reunión anual, y las demás que sean acordadas por el Consejo, o convocadas por el Presidente, o por el Secretario General cuando lo soliciten a este último no menos de cinco miembros del Consejo.

(2) Cada miembro del Consejo Administrativo tendrá un voto, y, salvo disposición expresa en contrario de este Convenio, todos los asuntos que se presenten ante el Consejo se decidirán por mayoría de votos emitidos.

(3) Habrá quórum en las reuniones del Consejo Administrativo cuando esté presente la mayoría de sus miembros.

(4) El Consejo Administrativo podrá establecer, por mayoría de dos tercios de sus miembros, un procedimiento mediante el cual el Presidente pueda pedir votación del Consejo sin convocar a una reunión del mismo. Sólo se considerará válida esta votación si la mayoría de los miembros del Consejo emiten el voto dentro del plazo fijado en dicho procedimiento.

Artículo 8

Los miembros del Consejo Administrativo y el Presidente desempeñarán sus funciones sin remuneración por parte del Centro.

Sección 3

El Secretariado

Artículo 9

El Secretariado estará constituido por un Secretario General, por uno o más Secretarios Generales Adjuntos y por el personal del Centro.

Artículo 10

(1) El Secretario General y los Secretarios Generales Adjuntos serán elegidos, a propuesta del Presidente,

por el Consejo Administrativo por mayoría de dos tercios de sus miembros por un período de servicio no mayor de seis años, pudiendo ser reelegidos. Previa consulta a los miembros del Consejo Administrativo, el Presidente presentará uno o más candidatos para cada uno de esos cargos.

(2) Los cargos de Secretario General y de Secretario General Adjunto serán incompatibles con el ejercicio de toda función política. Ni el Secretario General ni ningún Secretario General Adjunto podrán desempeñar cargo alguno o dedicarse a otra actividad, sin la aprobación del Consejo Administrativo.

(3) Durante la ausencia o incapacidad del Secretario General y durante la vacancia del cargo, el Secretario General Adjunto actuará como Secretario General. Si hubiere más de un Secretario General Adjunto, el Consejo Administrativo determinará anticipadamente el orden en que deberán actuar como Secretario General.

Artículo 11

El Secretario General será el representante legal y el funcionario principal del Centro y será responsable de su administración, incluyendo el nombramiento del personal, de acuerdo con las disposiciones de este Convenio y los reglamentos dictados por el Consejo Administrativo, desempeñará la función de registrador, y tendrá facultades para autenticar los laudos arbitrales dictados conforme a este Convenio y para conferir copias certificadas de los mismos.

Sección 4

Las Listas

Artículo 12

La Lista de Conciliadores y la Lista de Arbitros estarán integradas por los nombres de las personas calificadas, designadas tal como se dispone más adelante, y que estén dispuestas a desempeñar sus cargos.

Artículo 13

(1) Cada Estado Contratante podrá designar cuatro personas para cada Lista quienes podrán ser, o no, nacionales de ese Estado.

(2) El Presidente podrá designar diez personas para cada Lista, cuidando que las personas así designadas sean de diferente nacionalidad.

Artículo 14

(1) Las personas designadas para figurar en las Listas deberán gozar de amplia consideración moral, tener reconocida competencia en el campo del Derecho, del comercio, de la industria o de las finanzas, e inspirar plena confianza en su imparcialidad de juicio. La competencia en el campo del Derecho será circunstancia particularmente relevante para las personas designadas en la Lista de Arbitros.

(2) Al hacer la designación de las personas que han de figurar en las Listas, el Presidente deberá además tener presente la importancia de que en dichas Listas estén representados los principales sistemas jurídicos del mundo y los ramos más importantes de la actividad económica.

Artículo 15

(1) La designación de los integrantes de las Listas se hará por períodos de seis años, renovables.

(2) En caso de muerte o renuncia de un miembro de cualquiera de las Listas, la autoridad que lo hubiere designado tendrá derecho a nombrar otra persona que le reemplace en sus funciones por el resto del período para el que aquél fué nombrado.

(3) Los componentes de las Listas continuarán en las mismas hasta que sus sucesores hayan sido designados.

Artículo 16

(1) Una misma persona podrá figurar en ambas Listas.

(2) Cuando alguna persona hubiere sido designada para integrar una Lista por más de un Estado Contratante o por uno o más Estados Contratantes y el Presidente, se

entenderá que lo fué por la autoridad que lo designó primero; pero si una de esas autoridades es el Estado de que es nacional, se entenderá designada por dicho Estado.

(3) Todas las designaciones se notificarán al Secretario General y entrarán en vigor en la fecha en que la notificación fué recibida.

Sección 5

Financiación del Centro

Artículo 17

Si los gastos del Centro no pudieren ser cubiertos con los derechos percibidos por la utilización de sus servicios, o con otros ingresos, la diferencia será sufragada por los Estados Contratantes miembros del Banco en proporción a sus respectivas subscripciones de capital del Banco, y por los Estados Contratantes no miembros del Banco de acuerdo con las reglas que el Consejo Administrativo adopte.

Sección 6

Status, Inmunidades y Privilegios

Artículo 18

El Centro tendrá plena personalidad jurídica internacional. La capacidad legal del Centro comprende, entre otras, la de

(a) contratar;
(b) adquirir bienes muebles e inmuebles y disponer de ellos;
(c) comparecer en juicio.

Artículo 19

Para que el Centro pueda dar cumplimiento a sus fines, gozará, en los territorios de cada Estado Contratante, de las inmunidades y privilegios que se señalan en esta Sección.

Artículo 20

El Centro, sus bienes y derechos, gozarán de inmunidad frente a toda acción judicial, salvo que renuncie a ella.

Artículo 21

El Presidente, los miembros del Consejo Administrativo, las personas que actúen como conciliadores o árbitros o como miembros de una Comisión designados de conformidad con lo dispuesto en el apartado (3) del Artículo 52, y los funcionarios y empleados del Secretariado

(a) gozarán de inmunidad frente a toda acción judicial respecto de los actos realizados por ellos en el ejercicio de sus funciones, salvo que el Centro renuncie a dicha inmunidad;

(b) cuando no sean nacionales del Estado donde ejerzan sus funciones, gozarán de las mismas inmunidades en materia de inmigración, de registro de extranjeros y de obligaciones derivadas del servicio militar u otras prestaciones análogas, y asimismo gozarán de idénticas facilidades respecto a régimen de cambios e igual tratamiento respecto a facilidades de desplazamiento, que los Estados Contratantes concedan a los representantes, funcionarios y empleados de rango similar de otros Estados Contratantes.

Artículo 22

Las disposiciones del Artículo 21 se aplicarán a las personas que comparezcan en los procedimientos promovidos conforme a este Convenio como partes, apoderados, consejeros, abogados, testigos o peritos, con excepción de las contenidas en el párrafo (b) del mismo, que se aplicarán solamente en relación con su desplazamiento hacia y desde el lugar donde los procedimientos se tramiten y con su permanencia en dicho lugar.

Artículo 23

(1) Los archivos del Centro, dondequiera que se encuentren, serán inviolables.

(2) Respecto de sus comunicaciones oficiales, el Centro recibirá de cada Estado Contratante un trato no menos favorable que el acordado a otras organizaciones internacionales.

Artículo 24

(1) El Centro, su patrimonio, sus bienes y sus ingresos y las operaciones y transacciones autorizadas por este Convenio estarán exentos de toda clase de impuestos y de derechos arancelarios. El Centro quedará también exento de toda responsabilidad respecto a la recaudación o pago de tales impuestos o derechos.

(2) No estarán sujetas a impuestos las cantidades pagadas por el Centro al Presidente o a los miembros del Consejo Administrativo por razón de dietas, ni tampoco los sueldos, dietas y demás emolumentos pagados por el Centro a los funcionarios o empleados del Secretariado, salvo la facultad del Estado de gravar a sus propios nacionales.

(3) No estarán sujetas a impuestos las cantidades recibidas a título de honorarios o dietas por las personas que actúen como conciliadores o árbitros o como miembros de una Comisión designados de conformidad con lo dispuesto en el apartado (3) del Artículo 52, en los procedimientos promovidos conforme a este Convenio, por razón de servicios prestados en dichos procedimientos, si la única base jurisdiccional de imposición es la ubicación del Centro, el lugar donde se desarrollen los procedimientos o el lugar de pago de los honorarios o dietas.

CAPITULO II

Jurisdicción del Centro

Artículo 25

(1) La jurisdicción del Centro se extenderá a las diferencias de naturaleza jurídica que surjan directamente de una inversión entre un Estado Contratante (o cualquiera

subdivisión política u organismo público de un Estado Contratante acreditados ante el Centro por dicho Estado) y el nacional de otro Estado Contratante y que las partes hayan consentido por escrito en someter al Centro. El consentimiento dado por las partes no podrá ser unilateralmente retirado.

(2) Se entenderá como "nacional de otro Estado Contratante":

(a) toda persona natural que tenga, en la fecha en que las partes consintieron someter la diferencia a conciliación o arbitraje y en la fecha en que fué registrada la solicitud prevista en el apartado (3) del Artículo 28 o en el apartado (3) del Artículo 36, la nacionalidad de un Estado Contratante distinto del Estado parte en la diferencia; pero en ningún caso comprenderá las personas que, en cualquiera de ambas fechas, también tenían la nacionalidad del Estado parte en la diferencia; y

(b) toda persona jurídica que, en la fecha en que las partes prestaron su consentimiento a la jurisdicción del Centro para la diferencia en cuestión, tenga la nacionalidad de un Estado Contratante distinto del Estado parte en la diferencia, y las personas jurídicas que, teniendo en la referida fecha la nacionalidad del Estado parte en la diferencia, las partes hubieren acordado atribuirle tal carácter, a los efectos de este Convenio, por estar sometidas a control extranjero.

(3) El consentimiento de una subdivisión política u organismo público de un Estado Contratante requerirá la aprobación de dicho Estado, salvo que éste notifique al Centro que tal aprobación no es necesaria.

(4) Los Estados Contratantes podrán, al ratificar, aceptar o aprobar este Convenio o en cualquier momento ulterior, notificar al Centro la clase o clases de diferencias que aceptarían someter, o no, a su jurisdicción. El Secretario General transmitirá inmediatamente dicha notificación a todos los Estados Contratantes. Esta notificación no

se entenderá que constituye el consentimiento a que se refiere el apartado (1) anterior.

Artículo 26

Salvo estipulación en contrario, el consentimiento de las partes al procedimiento de arbitraje conforme a este Convenio se considerará como consentimiento a dicho arbitraje con exclusión de cualquier otro recurso. Un Estado Contratante podrá exigir el agotamiento previo de sus vías administrativas o judiciales, como condición a su consentimiento al arbitraje conforme a este Convenio.

Artículo 27

(1) Ningún Estado Contratante concederá protección diplomática ni promoverá reclamación internacional respecto de cualquier diferencia que uno de sus nacionales y otro Estado Contratante hayan consentido en someter o hayan sometido a arbitraje conforme a este Convenio, salvo que este último Estado Contratante no haya acatado el laudo dictado en tal diferencia o haya dejado de cumplirlo.

(2) A los efectos de este Artículo, no se considerará como protección diplomática las gestiones diplomáticas informales que tengan como único fin facilitar la resolución de la diferencia.

CAPITULO III

La Conciliación

Sección 1

Solicitud de Conciliación

Artículo 28

(1) Cualquier Estado Contratante o nacional de un Estado Contratante que quiera incoar un procedimiento de conciliación, dirigirá, a tal efecto, una solicitud escrita al Secretario General quien enviará copia de la misma a la otra parte.

(2) La solicitud deberá contener los datos referentes al asunto objeto de la diferencia, a la identidad de las partes y al consentimiento de éstas a la conciliación, de conformidad con las reglas de procedimiento a seguir para iniciar la conciliación y el arbitraje.

(3) El Secretario General registrará la solicitud salvo que, de la información contenida en dicha solicitud, encuentre que la diferencia se halla manifiestamente fuera de la jurisdicción del Centro. Notificará inmediatamente a las partes el acto de registro de la solicitud, o su denegación.

Sección 2

Constitución de la Comisión de Conciliación

Artículo 29

(1) Una vez registrada la solicitud de acuerdo con el Artículo 28, se procederá lo antes posible a la constitución de la Comisión de Conciliación (en lo sucesivo llamada la Comisión).

(2) (a) La Comisión se compondrá de un conciliador único o de un número impar de conciliadores, nombrados según lo acuerden las partes.

(b) Si las partes no se pusieren de acuerdo sobre el número de conciliadores y el modo de nombrarlos, la Comisión se constituirá con tres conciliadores designados, uno por cada parte y el tercero, que presidirá la Comisión, de común acuerdo.

Artículo 30

Si la Comisión no llegare a constituirse dentro de los 90 días siguientes a la fecha del envío de la notificación del acto de registro, hecho por el Secretario General conforme al apartado (3) del Artículo 28, o dentro de cualquier otro plazo que las partes acuerden, el Presidente, a petición de cualquiera de éstas y, en lo posible, previa consulta a ambas partes, deberá nombrar el conciliador o los conciliadores que aún no hubieren sido designados.

Artículo 31

(1) Los conciliadores nombrados podrán no pertenecer a la Lista de Conciliadores, salvo en el caso de que los nombre el Presidente conforme al Artículo 30.

(2) Todo conciliador que no sea nombrado de la Lista de Conciliadores deberá reunir las cualidades expresadas en el apartado (1) del Artículo 14.

SECCIÓN 3

Procedimiento de Conciliación

Artículo 32

(1) La Comisión resolverá sobre su propia competencia.

(2) Toda alegación de una parte que la diferencia cae fuera de los límites de la jurisdicción del Centro, o que por otras razones la Comisión no es competente para oírla, se considerará por la Comisión, la que determinará si ha de resolverla como cuestión previa o conjuntamente con el fondo de la cuestión.

Artículo 33

Todo procedimiento de conciliación deberá tramitarse según las disposiciones de esta Sección y, salvo acuerdo en contrario de las partes, de conformidad con las Reglas de Conciliación vigentes en la fecha en que las partes prestaron su consentimiento a la conciliación. Toda cuestión de procedimiento no prevista en esta Sección, en las Reglas de Conciliación o en las demás reglas acordadas por las partes, será resuelta por la Comisión.

Artículo 34

(1) La Comisión deberá dilucidar los puntos controvertidos por las partes y esforzarse por lograr la avenencia entre ellas, en condiciones aceptables para ambas. A este fin, la Comisión podrá, en cualquier estado del procedimiento y tantas veces como sea oportuno, proponer a las partes fórmulas de avenencia. Las partes colaborarán de buena fe con la Comisión al objeto de posibilitarle el cumplimiento de sus fines y prestarán a sus recomendaciones, la máxima consideración.

(2) Si las partes llegaren a un acuerdo, la Comisión levantará un acta haciéndolo constar y anotando los puntos controvertidos. Si en cualquier estado del procedimiento la Comisión estima que no hay probabilidades de lograr un acuerdo entre las partes, declarará concluso el procedimiento y redactará un acta, haciendo constar que la controversia fué sometida a conciliación sin lograrse la avenencia. Si una parte no compareciere o no participare en el procedimiento, la Comisión lo hará constar así en el acta, declarando igualmente concluso el procedimiento.

Artículo 35

Salvo que las partes acuerden otra cosa, ninguna de ellas podrá invocar, en cualquier otro procedimiento, ya sea arbitral o judicial o ante cualquier otra autoridad, las consideraciones, declaraciones, admisión de hechos u ofertas de avenencia, hechas por la otra parte dentro del procedimiento de conciliación, o el informe o las recomendaciones propuestas por la Comisión.

CAPITULO IV

El Arbitraje

Sección 1

Solicitud de Arbitraje

Artículo 36

(1) Cualquier Estado Contratante o nacional de un Estado Contratante que quiera incoar un procedimiento de arbitraje, dirigirá, a tal efecto, una solicitud escrita al Secretario General quien enviará copia de la misma a la otra parte.

(2) La solicitud deberá contener los datos referentes al asunto objeto de la diferencia, a la identidad de las partes y al consentimiento de éstas al arbitraje, de conformidad con las reglas de procedimiento a seguir para iniciar la conciliación y el arbitraje.

(3) El Secretario General registrará la solicitud salvo que, de la información contenida en dicha solicitud, encuentre que la diferencia se halla manifiestamente fuera de la jurisdicción del Centro. Notificará inmediatamente a las partes el acto de registro de la solicitud, o su denegación.

SECCIÓN 2

Constitución del Tribunal

Artículo 37

(1) Una vez registrada la solicitud de acuerdo con el Artículo 36, se procederá lo antes posible a la constitución del Tribunal de Arbitraje (en lo sucesivo llamado el Tribunal).

(2) (a) El Tribunal se compondrá de un árbitro único o de un número impar de árbitros, nombrados según lo acuerden las partes.

(b) Si las partes no se pusieren de acuerdo sobre el número de árbitros y el modo de nombrarlos, el Tribunal se constituirá con tres árbitros designados, uno por cada parte y el tercero, que presidirá el Tribunal, de común acuerdo.

Artículo 38

Si el Tribunal no llegare a constituirse dentro de los 90 días siguientes a la fecha del envío de la notificación del acto de registro, hecho por el Secretario General conforme al apartado (3) del Artículo 36, o dentro de cualquier otro plazo que las partes acuerden, el Presidente, a petición de cualquiera de éstas y, en lo posible, previa consulta a ambas partes, deberá nombrar el árbitro o los árbitros que aún no hubieren sido designados. Los árbitros nombrados por el Presidente conforme a este Artículo no podrán ser nacionales del Estado Contratante parte en la diferencia, o del Estado Contratante cuyo nacional sea parte en la diferencia.

Artículo 39

La mayoría de los árbitros no podrá tener la nacionalidad del Estado Contratante parte en la diferencia, ni

la del Estado a que pertenezca el nacional del otro Estado Contratante. La limitación anterior no será aplicable cuando ambas partes, de común acuerdo, designen el árbitro único o cada uno de los miembros del Tribunal.

Artículo 40

(1) Los árbitros nombrados podrán no pertenecer a la Lista de Arbitros, salvo en el caso de que los nombre el Presidente conforme al Artículo 38.

(2) Todo árbitro que no sea nombrado de la Lista de Arbitros deberá reunir las cualidades expresadas en el apartado (1) del Artículo 14.

SECCIÓN 3

Facultades y Funciones del Tribunal

Artículo 41

(1) El Tribunal resolverá sobre su propia competencia.

(2) Toda alegación de una parte que la diferencia cae fuera de los límites de la jurisdicción del Centro, o que por otras razones el Tribunal no es competente para oírla, se considerará por el Tribunal, el que determinará si ha de resolverla como cuestión previa o conjuntamente con el fondo de la cuestión.

Artículo 42

(1) El Tribunal decidirá la diferencia de acuerdo con las normas de derecho acordadas por las partes. A falta de acuerdo, el Tribunal aplicará la legislación del Estado que sea parte en la diferencia, incluyendo sus normas de derecho internacional privado, y aquellas normas de derecho internacional que pudieren ser aplicables.

(2) El Tribunal no podrá eximirse de fallar so pretexto de silencio u obscuridad de la ley.

(3) Las disposiciones de los precedentes apartados de este Artículo no impedirán al Tribunal, si las partes así lo acuerdan, decidir la diferencia *ex aequo et bono.*

Artículo 43

Salvo que las partes acuerden otra cosa, el Tribunal, en cualquier momento del procedimiento, podrá, si lo estima necesario:

(a) solicitar de las partes la aportación de documentos o de cualquier otro medio de prueba;

(b) trasladarse al lugar en que se produjo la diferencia y practicar en él las diligencias de prueba que considere pertinentes.

Artículo 44

Todo procedimiento de arbitraje deberá tramitarse según las disposiciones de esta Sección y, salvo acuerdo en contrario de las partes, de conformidad con las Reglas de Arbitraje vigentes en la fecha en que las partes prestaron su consentimiento al arbitraje. Cualquier cuestión de procedimiento no prevista en esta Sección, en las Reglas de Arbitraje o en las demás reglas acordadas por las partes, será resuelta por el Tribunal.

Artículo 45

(1) El que una parte no comparezca en el procedimiento o no haga uso de su derecho, no supondrá la admisión de los hechos alegados por la otra parte ni allanamiento a sus pretensiones.

(2) Si una parte dejare de comparecer o no hiciere uso de su derecho, podrá la otra parte, en cualquier estado del procedimiento, instar del Tribunal que resuelva los puntos controvertidos y dicte el laudo. Antes de dictar laudo el Tribunal, previa notificación, concederá un período de gracia a la parte que no haya comparecido o no haya hecho uso de sus derechos, salvo que esté convencido que dicha parte no tiene intenciones de hacerlo.

Artículo 46

Salvo acuerdo en contrario de las partes, el Tribunal deberá, a petición de una de ellas, resolver las demandas incidentales, adicionales o reconvencionales que se relacionen directamente con la diferencia, siempre que estén dentro de los límites del consentimiento de las partes y caigan además dentro de la jurisdicción del Centro.

Artículo 47

Salvo acuerdo en contrario de las partes, el Tribunal, si considera que las circunstancias así lo requieren, podrá recomendar la adopción de aquellas medidas provisionales que considere necesarias para salvaguardar los respectivos derechos de las partes.

Sección 4

El Laudo

Artículo 48

(1) El Tribunal decidirá todas las cuestiones por mayoría de votos de todos sus miembros.

(2) El laudo deberá dictarse por escrito y llevará la firma de los miembros del Tribunal que hayan votado en su favor.

(3) El laudo contendrá declaración sobre todas las pretensiones sometidas por las partes al Tribunal y será motivado.

(4) Los árbitros podrán formular un voto particular, estén o no de acuerdo con la mayoría, o manifestar su voto contrario si disienten de ella.

(5) El Centro no publicará el laudo sin consentimiento de las partes.

Artículo 49

(1) El Secretario General procederá a la inmediata remisión a cada parte de una copia certificada del laudo. Este se entenderá dictado en la fecha en que tenga lugar dicha remisión.

(2) A requerimiento de una de las partes, instado dentro de los 45 días después de la fecha del laudo, el Tribunal podrá, previa notificación a la otra parte, decidir cualquier punto que haya omitido resolver en dicho laudo y rectificar los errores materiales, aritméticos o similares del mismo. La decisión constituirá parte del laudo y se notificará en igual forma que éste. Los plazos establecidos en el apartado (2) del Artículo 51 y apartado (2) del Artículo 52 se computarán desde la fecha en que se dicte la decisión.

Sección 5

Aclaración, Revisión y Anulación del Laudo

Artículo 50

(1) Si surgiere una diferencia entre las partes acerca del sentido o alcance del laudo, cualquiera de ellas podrá solicitar su aclaración mediante escrito dirigido al Secretario General.

(2) De ser posible, la solicitud deberá someterse al mismo Tribunal que dictó el laudo. Si no lo fuere, se constituirá un nuevo Tribunal de conformidad con lo dispuesto en la Sección 2 de este Capítulo. Si el Tribunal considera que las circunstancias lo exigen, podrá suspender la ejecución del laudo hasta que decida sobre la aclaración.

Artículo 51

(1) Cualquiera de las partes podrá pedir, mediante escrito dirigido al Secretario General, la revisión del laudo, fundada en el descubrimiento de algún hecho que hubiera podido influir decisivamente en el laudo, y siempre que, al tiempo de dictarse el laudo, hubiere sido desconocido por el Tribunal y por la parte que inste la revisión y que el desconocimiento de ésta no se deba a su propia negligencia.

(2) La petición de revisión deberá presentarse dentro de los 90 días siguientes al día en que fué descubierto el hecho, y, en todo caso, dentro de los tres años siguientes a la fecha de dictarse el laudo.

(3) De ser posible, la solicitud deberá someterse al mismo Tribunal que dictó el laudo. Si no lo fuere, se constituirá un nuevo Tribunal de conformidad con lo dispuesto en la Sección 2 de este Capítulo.

(4) Si el Tribunal considera que las circunstancias lo exigen, podrá suspender la ejecución del laudo hasta que decida sobre la revisión. Si la parte pidiere la suspensión de la ejecución del laudo en su solicitud, la ejecución se suspenderá provisionalmente hasta que el Tribunal decida sobre dicha petición.

Artículo 52

(1) Cualquiera de las partes podrá solicitar la anulación del laudo mediante escrito dirigido al Secretario General fundado en una o más de las siguientes causas:

(a) que el Tribunal se hubiere constituido incorrectamente;

(b) que el Tribunal se hubiere extralimitado manifiestamente en sus facultades;

(c) que hubiere habido corrupción de algún miembro del Tribunal;

(d) que hubiere quebrantamiento grave de una norma de procedimiento; o

(e) que no se hubieren expresado en el laudo los motivos en que se funde.

(2) Las solicitudes deberán presentarse dentro de los 120 días a contar desde la fecha de dictarse el laudo. Si la causa alegada fuese la prevista en la letra (c) del apartado (1) de este Artículo, el referido plazo de 120 días comenzará a computarse desde el descubrimiento del hecho pero, en todo caso, la solicitud deberá presentarse dentro de los tres años siguientes a la fecha de dictarse el laudo.

(3) Al recibo de la petición, el Presidente procederá a la inmediata constitución de una Comisión *ad hoc* integrada por tres personas seleccionadas de la Lista de Arbitros. Ninguno de los miembros de la Comisión podrá haber pertenecido al Tribunal que dictó el laudo, ni ser de la misma nacionalidad que cualquiera de los miembros de dicho Tribunal; no podrá tener la nacionalidad del Estado que sea parte en la diferencia ni la del Estado a que pertenezca el nacional que también sea parte en ella, ni haber sido designado para integrar la Lista de Arbitros por cualquiera de aquellos Estados ni haber actuado como conciliador en la misma diferencia. Esta Comisión tendrá facultad para resolver sobre la anulación total o parcial del laudo por alguna de las causas enumeradas en el apartado (1).

(4) Las disposiciones de los Artículos 41–45, 48, 49, 53 y 54 y de los Capítulos VI y VII se aplicarán, *mutatis*

mutandis, al procedimiento que se tramite ante la Comisión.

(5) Si la Comisión considera que las circunstancias lo exigen, podrá suspender la ejecución del laudo hasta que decida sobre la anulación. Si la parte pidiere la suspensión de la ejecución del laudo en su solicitud, la ejecución se suspenderá provisionalmente hasta que la Comisión dé su decisión respecto a tal petición.

(6) Si el laudo fuere anulado, la diferencia será sometida, a petición de cualquiera de las partes, a la decisión de un nuevo Tribunal que deberá constituirse de conformidad con lo dispuesto en la Sección 2 de este Capítulo.

Sección 6

Reconocimiento y Ejecución del Laudo

Artículo 53

(1) El laudo será obligatorio para las partes y no podrá ser objeto de apelación ni de cualquier otro recurso, excepto en los casos previstos en este Convenio. Las partes lo acatarán y cumplirán en todos sus términos, salvo en la medida en que se suspenda su ejecución, de acuerdo con lo establecido en las correspondientes cláusulas de este Convenio.

(2) A los fines previstos en esta Sección, el término "laudo" incluirá cualquier decisión que aclare, revise o anule el laudo, según los Artículos 50, 51 ó 52.

Artículo 54

(1) Todo Estado Contratante reconocerá al laudo dictado conforme a este Convenio carácter obligatorio y hará ejecutar dentro de sus territorios las obligaciones pecuniarias impuestas por el laudo como si se tratare de una sentencia firme dictada por un tribunal existente en dicho Estado. El Estado Contratante que se rija por una constitución federal podrá hacer que se ejecuten los laudos a través de sus tribunales federales y podrá disponer que dichos tribunales reconozcan al laudo la misma eficacia que

a las sentencias firmes dictadas por los tribunales de cualquiera de los estados que lo integran.

(2) La parte que inste el reconocimiento o ejecución del laudo en los territorios de un Estado Contratante deberá presentar, ante los tribunales competentes o ante cualquier otra autoridad designados por los Estados Contratantes a este efecto, una copia del mismo, debidamente certificada por el Secretario General. La designación de tales tribunales o autoridades y cualquier cambio ulterior que a este respecto se introduzca será notificada por los Estados Contratantes al Secretario General.

(3) El laudo se ejecutará de acuerdo con las normas que, sobre ejecución de sentencias, estuvieren en vigor en los territorios en que dicha ejecución se pretenda.

Artículo 55

Nada de lo dispuesto en el Artículo 54 se interpretará como derogatorio de las leyes vigentes en cualquier Estado Contratante relativas a la inmunidad en materia de ejecución de dicho Estado o de otro Estado extranjero.

CAPITULO V

Sustitución y Recusación de Conciliadores y Arbitros

Artículo 56

(1) Tan pronto quede constituida una Comisión o un Tribunal y se inicie el procedimiento, su composición permanecerá invariable. La vacante por muerte, incapacidad o renuncia de un conciliador o árbitro será cubierta en la forma prescrita en la Sección 2 del Capítulo III y Sección 2 del Capítulo IV.

(2) Los miembros de una Comisión o un Tribunal continuarán en sus funciones aunque hayan dejado de figurar en las Listas.

(3) Si un conciliador o árbitro, nombrado por una de las partes, renuncia sin el consentimiento de la Comisión

o Tribunal de que forma parte, el Presidente nombrará, de entre los que integran la correspondiente Lista, la persona que deba sustituirle.

Artículo 57

Cualquiera de las partes podrá proponer a la Comisión o Tribunal correspondiente la recusación de cualquiera de sus miembros por la carencia manifiesta de las cualidades exigidas por el apartado (1) del Artículo 14. Las partes en el procedimiento de arbitraje podrán, asimismo, proponer la recusación por las causas establecidas en la Sección 2 del Capítulo IV.

Artículo 58

La decisión sobre la recusación de un conciliador o árbitro se adoptará por los demás miembros de la Comisión o Tribunal, según los casos, pero, si hubiere empate de votos o se tratare de recusación de un conciliador o árbitro único, o de la mayoría de los miembros de una Comisión o Tribunal, corresponderá resolver al Presidente. Si la recusación fuere estimada, el conciliador o árbitro afectado deberá ser sustituido en la forma prescrita en la Sección 2 del Capítulo III y Sección 2 del Capítulo IV.

CAPITULO VI

Costas del Procedimiento

Artículo 59

Los derechos exigibles a las partes por la utilización del Centro serán fijados por el Secretario General de acuerdo con los aranceles adoptados por el Consejo Administrativo.

Artículo 60

(1) Cada Comisión o Tribunal determinará, previa consulta al Secretario General, los honorarios y gastos de sus miembros, dentro de los límites que periódicamente establezca el Consejo Administrativo.

(2) Sin perjuicio de lo dispuesto en el apartado (1) de este Artículo, las partes podrán acordar anticipadamente con la Comisión o el Tribunal la fijación de los honorarios y gastos de sus miembros.

Artículo 61

(1) En el caso de procedimiento de conciliación las partes sufragarán por partes iguales los honorarios y gastos de los miembros de la Comisión así como los derechos devengados por la utilización del Centro. Cada parte soportará cualquier otro gasto en que incurra, en relación con el procedimiento.

(2) En el caso de procedimiento de arbitraje el Tribunal determinará, salvo acuerdo contrario de las partes, los gastos en que éstas hubieren incurrido en el procedimiento, y decidirá la forma de pago y la manera de distribución de tales gastos, de los honorarios y gastos de los miembros del Tribunal y de los derechos devengados por la utilización del Centro. Tal fijación y distribución formarán parte del laudo.

CAPITULO VII

Lugar del Procedimiento

Artículo 62

Los procedimientos de conciliación y arbitraje se tramitarán, sin perjuicio de lo dispuesto en el Artículo siguiente, en la sede del Centro.

Artículo 63

Si las partes se pusieren de acuerdo, los procedimientos de conciliación y arbitraje podrán tramitarse:

(a) en la sede de la Corte Permanente de Arbitraje o en la de cualquier otra institución apropiada, pública o privada, con la que el Centro hubiere llegado a un acuerdo a tal efecto; o

(b) en cualquier otro lugar que la Comisión o Tribunal apruebe, previa consulta con el Secretario General.

CAPITULO VIII

Diferencias Entre Estados Contratantes

Artículo 64

Toda diferencia que surja entre Estados Contratantes sobre la interpretación o aplicación de este Convenio y que no se resuelva mediante negociación se remitirá, a instancia de una u otra parte en la diferencia, a la Corte Internacional de Justicia, salvo que dichos Estados acuerden acudir a otro modo de arreglo.

CAPITULO IX

Enmiendas

Artículo 65

Todo Estado Contratante podrá proponer enmiendas a este Convenio. El texto de la enmienda propuesta se comunicará al Secretario General con no menos de 90 días de antelación a la reunión del Consejo Administrativo a cuya consideración se ha de someter, y aquél la transmitirá inmediatamente a todos los miembros del Consejo Administrativo.

Artículo 66

(1) Si el Consejo Administrativo lo aprueba por mayoría de dos terceras partes de sus miembros, la enmienda propuesta será circulada a todos los Estados Contratantes para su ratificación, aceptación o aprobación. Las enmiendas entrarán en vigor 30 días después de la fecha en que el depositario de este Convenio despache una comunicación a los Estados Contratantes notificándoles que todos los Estados Contratantes han ratificado, aceptado o aprobado la enmienda.

(2) Ninguna enmienda afectará los derechos y obligaciones, conforme a este Convenio, de los Estados Contratantes, sus subdivisiones políticas u organismos públicos, o de los nacionales de dichos Estados nacidos del consentimiento a la jurisdicción del Centro dado con anterioridad a la fecha de su entrada en vigor.

CAPITULO X

Disposiciones Finales

Artículo 67

Este Convenio quedará abierto a la firma de los Estados miembros del Banco. Quedará también abierto a la firma de cualquier otro Estado signatario del Estatuto de la Corte Internacional de Justicia al que el Consejo Administrativo, por voto de dos tercios de sus miembros, hubiere invitado a firmar el Convenio.

Artículo 68

(1) Este Convenio será ratificado, aceptado o aprobado por los Estados signatarios de acuerdo con sus respectivas normas constitucionales.

(2) Este Convenio entrará en vigor 30 días después de la fecha del depósito del vigésimo instrumento de ratificación, aceptación o aprobación. Entrará en vigor respecto a cada Estado que con posterioridad deposite su instrumento de ratificación, aceptación o aprobación, 30 días después de la fecha de dicho depósito.

Artículo 69

Los Estados Contratantes tomarán las medidas legislativas y de otro orden que sean necesarias para que las disposiciones de este Convenio tengan vigencia en sus territorios.

Artículo 70

Este Convenio se aplicará a todos los territorios de cuyas relaciones internacionales sea responsable un Estado Contratante salvo aquéllos que dicho Estado excluya mediante notificación escrita dirigida al depositario de este Convenio en la fecha de su ratificación, aceptación o aprobación, o con posterioridad.

Artículo 71

Todo Estado Contratante podrá denunciar este Convenio mediante notificación escrita dirigida al depositario

del mismo. La denuncia producirá efecto seis meses después del recibo de dicha notificación.

Artículo 72

Las notificaciones de un Estado Contratante hechas al amparo de los Artículos 70 y 71 no afectarán a los derechos y obligaciones, conforme a este Convenio, de dicho Estado, sus subdivisiones políticas u organismos públicos, o de los nacionales de dicho Estado nacidos del consentimiento a la jurisdicción del Centro dado por alguno de ellos con anterioridad al recibo de dicha notificación por el depositario.

Artículo 73

Los instrumentos de ratificación, aceptación o aprobación de este Convenio y sus enmiendas se depositarán en el Banco, quien desempeñará la función de depositario de este Convenio. El depositario transmitirá copias certificadas del mismo a los Estados miembros del Banco y a cualquier otro Estado invitado a firmarlo.

Artículo 74

El depositario registrará este Convenio en el Secretariado de las Naciones Unidas de acuerdo con el Artículo 102 de la Carta de las Naciones Unidas y el Reglamento de la misma adoptado por la Asamblea General.

Artículo 75

El depositario notificará a todos los Estados signatarios lo siguiente:

(a) las firmas, conforme al Artículo 67;
(b) los depósitos de instrumentos de ratificación, aceptación y aprobación, conforme al Artículo 73;
(c) la fecha en que este Convenio entre en vigor, conforme al Artículo 68;
(d) las exclusiones de aplicación territorial, conforme al Artículo 70;
(e) la fecha en que las enmiendas de este Convenio entren en vigor, conforme al Artículo 66; y
(f) las denuncias, conforme al Artículo 71.

DONE at Washington in the English, French and Spanish languages, all three texts being equally authentic, in a single copy which shall remain deposited in the archives of the International Bank for Reconstruction and Development, which has indicated by its signature below its agreement to fulfil the functions with which it is charged under this Convention.

FAIT à Washington en anglais, espagnol et français, les trois textes faisant également foi, en un seul exemplaire qui demeurera déposé aux archives de la Banque Internationale pour la Reconstruction et le Développement, laquelle a indiqué par sa signature ci-dessous qu'elle accepte de remplir les fonctions mises à sa charge par la présente Convention.

HECHO en Washington en los idiomas español, francés e inglés, cuyos tres textos son igualmente auténticos, en un solo ejemplar que quedará depositado en los archivos del Banco Internacional de Reconstrucción y Fomento, el cual ha indicado con su firma su conformidad con el desempeño de las funciones que se le encomiendan en este Convenio.

For the INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT

President

General Counsel

18 March 1965

FOR TUNISIA

5/5/65

RACHID DRISS

FOR UNITED KINGDOM

Patrick Dean.

May 26, 1965.

PATRICK DEAN

FOR JAMAICA

23rd June 1965

NEVILLE ASHENHEIM

POUR LA REPUBLIQUE DE COTE D'IVOIRE

30 Juin 1965

D. AGOUSSI

FOR PAKISTAN

G. AHMED

July 6, 1965

FOR NIGERIA

July 13, 1965.

S O ADEDO

POUR LA REPUBLIQUE ISLAMIQUE DE MAURITANIE

July 30, 1965

AHMED BABA OULD AHMED MISKE

POUR LA REPUBLIQUE DU NIGER

ILLA SALIFOU 23 Août 1965

POUR LA REPUBLIQUE CENTRAFICAINE

26 Août 1965.

MICHEL GALLIN-DOUATHE

FOR UNITED STATES

Henry H. Fowler

HENRY H. FOWLER

aug. 27, 1965

[For additional signatures, see *post*, pp. 1357–1364.]

WHEREAS the Senate of the United States of America by their resolution of May 16, 1966, two-thirds of the Senators present concurring therein, did advise and consent to the ratification of the said Convention;

WHEREAS the said Convention was duly ratified by the President of the United States of America on June 1, 1966, in pursuance of the aforesaid advice and consent of the Senate;

WHEREAS it is provided in paragraph (1) of Article 68 of the said Convention that the Convention shall be subject to ratification, acceptance or approval by the signatory States in accordance with their respective constitutional procedures and in Article 73 that instruments of ratification, acceptance or approval shall be deposited with the International Bank for Reconstruction and Development which shall act as the depositary of the Convention;

WHEREAS it is provided in paragraph (2) of Article 68 of the said Convention that the Convention shall enter into force 30 days after the date of deposit of the twentieth instrument of ratification, acceptance or approval;

WHEREAS instruments of ratification, acceptance or approval of the said Convention were deposited with the International Bank for Reconstruction and Development on August 23, 1965 by Nigeria, on January 11, 1966 by Mauritania, on February 16, 1966 by Ivory Coast, on February 23, 1966 by the Central African Republic, on April 4, 1966 by Gabon, on June 7, 1966 by Uganda, on June 10, 1966 by the United States of America, on June 22, 1966 by Tunisia, on June 23, 1966 by the Republic of the Congo (Brazzaville), on July 13, 1966 by Ghana, on July 25, 1966 by Iceland, on August 2, 1966 by Sierra Leone, on August 8, 1966 by Malaysia, on August 23, 1966 by Malawi, on August 29, 1966 by Chad and Upper Volta, on September 6, 1966 by Dahomey and the Malagasy Republic, on September 9, 1966 by Jamaica, and on September 14, 1966 by the Netherlands;

WHEREAS the said Convention will enter into force on October 14, 1966, 30 days after September 14, 1966, the date on which the twentieth instrument of ratification, acceptance or approval was deposited;

NOW, THEREFORE, be it known that I, Lyndon B. Johnson, President of the United States of America, do hereby proclaim and make public the said Convention on the Settlement of Investment Disputes Between States and Nationals of Other States, to the end that, on and after October 14, 1966, 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.

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

DONE at the city of Washington this thirtieth day of September in the year of our Lord one thousand nine hundred sixty-six
[SEAL] and of the Independence of the United States of America the one hundred ninety-first.

LYNDON B. JOHNSON

By the President:
DEAN RUSK
Secretary of State

Note by the Department of State

After August 27, 1965, signatures in behalf of the following additional countries were affixed to the convention, on the dates indicated, some of which have deposited their instruments of ratification, acceptance or approval as recited in the proclamation, *ante*, p. 1355.

LIBERIA

September 3, 1965

J. CHARLES HANSFORD

POUR LA REPUBLIQUE DU DAHOMEY

10 Septembre 1965

LOUIS IGNACIO-PINTO

POUR LA REPUBLIQUE DE HAUTE VOLTA

16 Septembre 1965

J. BOREMA KABORE

FOR ETHIOPIA

Sept 21, 1965

YILMA OERESSA

POUR LA REPUBLIQUE GABONAISE

21 Septembre 1965

A. G. ANGUILE

POUR LA REPUBLIQUE FEDERALE DU CAMEROUN

23 Septembre 1965

JACQUES M. KUOH

FOR JAPAN

Ryuji Takeuchi

RYUJI TAKEUCHI September 23, 1965

FOR SWEDEN

G. E. Sträng Sept. 25 1965

G. E. STRÄNG

FOR SOMALIA

Sept. 27, 1965

A. M. ADAN

FOR SIERRA LEONE

Gershon B. O. Collier
Sept 27, 1965.

GERSHON B.O. COLLIER

FOR NEPAL

S. K. Upadhyay.
Sept. 28, 1965.

S. K. UPADHYAY

POUR LE GRAND-DUCHE
DE LUXEMBOURG

September 28, 1965

P. WERNER

FOR DENMARK

October, 11th, 1965

TORBEN RØNNE

POUR LE ROYAUME DU MAROC

October 11th 1965

D' AHMED LARAKI

FOR MALAYSIA

October 22, 1965

ONG YOKE LIN

FOR ITALY

November 16, 1965

SERGIO FENOALTEA

FOR GHANA

November 26, 1965

MIGUEL AUGUSTUS RIBEIRO

FOR BELGIUM

Baron Scheyven

December 15, 1965

BARON SCHEYVEN

FOR FRANCE

Charles Lucet

December 22, 1965

CHARLES LUCET

POUR LA REPUBLIQUE DU CONGO-BRAZZAVILLE

le 27 décembre 1965

J. MOUANZA

FOR THE REPUBLIC OF CHINA

Chow Shu-kai

January 13, 1966

CHOW SHU-KAI

POUR LA REPUBLIQUE TOGOLAISE

2 janvier 1966

DOCTEUR ROBERT AJAVON

FOR THE FEDERAL REPUBLIC OF GERMANY

K. H. Knappstein

January 27. 1966

K. H. KNAPPSTEIN

FOR THE REPUBLIC OF CYPRUS

Zenon Rossides

March 9th 1966

ZENON ROSSIDES

FOR THE KINGDOM OF GREECE

Alexander A. Matsas

ALEXANDER A. MATSAS

March the 16th, 1966

FOR THE REPUBLIC OF KOREA

Hyun Chul Kim

April 18, 1966

HYUN CHUL KIM

POUR LA REPUBLIQUE DU TCHAD

Le 12 mai 1966

BOUKAR ABDOUL

FOR REPUBLIC OF AUSTRIA

May 17 1966

ERNST LEMBERGER

FOR REPUBLIC OF KENYA

Peter M. Echaria

May 24th 1966

PETER M. ECHARIA

TIAS 6090

FOR THE KINGDOM OF THE NETHERLANDS

May 25, 1966

C. SCHURMANN

POUR LA REPUBLIQUE MALGACHE

A. RAMAHOLIMIHASO June 1st 1966.

FOR UGANDA

S. B. ASBA 7th June, 1966.

FOR MALAWI

9th June 1966.

V. H. B. GONDWE

FOR NORWAY

June 24th, 1966.

OLAF SOLLI

FOR ICELAND

July 25, 1966

PETUR THORSTEINSSON

FOR IRELAND

August 30, 1966

WILLIAM P. FAY

FOR SENEGAL

26 septembre 1966

HABIB THIAM

FOR AFGHANISTAN

30 September 1966.

ABDULLAH YAFTALY

[FOR TRINIDAD AND TOBAGO

ELLIS CLARKE

October 5, 1966]

TIAS 6090.

ISRAEL

Atomic Energy: Cooperation for Civil Uses

Agreement amending the agreement of July 12, 1955, as amended, Signed at Washington August 23, 1966; Entered into force September 22, 1966.

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

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

Desiring to amend the Agreement for Cooperation Between the Government of the United States of America and the Government of Israel Concerning Civil Uses of Atomic Energy signed at Washington on July 12, 1955 [1] (hereinafter referred to as the "Agreement for Cooperation"), as amended by the Agreements signed at Washington on August 20, 1959, June 11, 1960, June 22, 1962, August 19, 1964, and April 2, 1965,[2]

Agree as follows:

ARTICLE I

A. Paragraph A of Article II of the Agreement for Cooperation, as amended, is amended by deleting the number, "ten (10)", which appears before the word, "kilograms", in the proviso to the first sentence thereof, and substituting in lieu thereof the number, "forty (40)".

B. Paragraph C of Article II of the Agreement for Cooperation, as amended, is amended to read as follows:

"C. The Commission may, upon request and in its discretion, make all or a portion of the foregoing special nuclear material available as uranium enriched to more than twenty percent (20%) by weight in the isotope U-235 when there is a technical or economic justification for such a transfer for use in research reactors, mate-

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[1] TIAS 3311; 6 UST 2641.

[2] TIAS 4407, 4507, 5079, 5723, 5909; 11 UST 46, 1626; 13 UST 1289; 15 UST 2337; 16 UST 1773.

rials testing reactors, and reactor experiments, each capable of operating with a fuel load not to exceed eight (8) kilograms of the isotope U-235 contained in such uranium."

C. Paragraph D of Article II of the Agreement for Cooperation, as amended, is deleted in its entirety; paragraphs E, F, G, and H of said Article are, respectively, relettered as paragraphs D, E, F, and G.

ARTICLE II

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

"With respect to the subjects of agreed exchange of information referred to in Article I, it is understood that arrangements may be made between either Party or authorized persons under its jurisdiction and authorized persons under the jurisdiction of the other for the transfer of materials, including special nuclear material, and equipment and devices, and for the performance of services. Such arrangements shall be subject to:

(a) the limitations applicable to transactions between the Parties under Article II,

(b) Article V, and

(c) applicable laws, regulations, policies, and license requirements of the Parties."

ARTICLE III

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

[1] Sept. 22, 1966.

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

DONE at Washington, in duplicate, this twenty-third day of August, 1966.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA:

[1]

[2]

FOR THE GOVERNMENT OF ISRAEL:

[3]

[1] Raymond A. Hare
[2] Glenn T. Seaborg
[3] Ephraim Evron

AUSTRALIA

Study of Radioactivity of Upper Atmosphere by Means of Balloons

Agreement supplementing and modifying the agreement of May 9, 1961, as extended.
Effected by exchange of notes
Dated at Canberra September 1, 1966;
Entered into force September 1, 1966.

The American Embassy to the Australian Department of External Affairs

EMBASSY OF THE
UNITED STATES OF AMERICA

No. 46

The Embassy of the United States of America presents its compliments to the Department of External Affairs and has the honor to refer to the exchanges of Notes between the Government of the United States of America and the Government of the Commonwealth of Australia dated May 9, 1961, and September 11–October 30, 1962, [1] concerning a program to study the radioactivity of the upper atmosphere by means of high-altitude balloons.

The Government of the United States of America continues to believe that the results of this program have contributed significantly to our mutual scientific knowledge and that the continuation of this program would be both desirable and beneficial to our two Governments. It is also proposed that the facilities established under the program might be made available, under agreed terms, outside the program for measurements in the upper atmosphere in support of basic research.

In light of our mutual experience with the development of this program, the Government of the United States of America proposes that the exchange of Notes of May 9, 1961, be supplemented and modified in the following respects:

a. The word, "sample", shall be replaced, wherever it appears, with the word, "study".

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[1] TIAS 4739, 5231, 6017, 6078; 12 UST 486; 13 UST 2625; *ante*, pp. 677, 1190.

b. The "program" and the "facility" therein referred to are those more particularly described in "United States Atomic Energy Commission Agreement No. AT (49-7)-1908 with the Department of Supply of the Commonwealth of Australia", as now or hereafter amended.

c. The first sentence of sub-paragraph 2(A) is amended by replacing the period at the end thereof with a comma and adding "but the cooperating agencies may at any time agree upon a suitable alternative site or sites".

d. Sub-paragraph 2(B) is amended to read, in its entirety, as follows: "(B) The United States co-operating agency will provide, inter alia, large plastic balloons and a flight package of appropriate scientific and technical equipment and all necessary equipment constituting a ground control station".

e. Paragraph 3 is amended to read, in its entirety, as follows: "3. The United States co-operating agency will assume responsibility for the training of such Australian personnel as are required for the installation, operation, and maintenance of the program".

f. Paragraph 6 is amended to read, in its entirety, as follows: "6. Upon such terms and conditions as may be agreed by the co-operating agencies, the facility may also be used from time to time by the co-operating agencies, other United States Government Agencies or Australian Government Agencies, or non-government organizations for studies of atmospheric phenomena and of particles and radiation emanating from outside the earth's atmosphere, including cosmic rays, x-rays, gamma rays, infra-red and ultra-violet radiation, neutrons, and other particles, charged or uncharged".

g. Paragraph 10 is amended by adding at the end thereof the following new sentence: "The co-operating agencies will agree upon arrangements for indemnification against suits or claims for tort liability to third parties arising out of or in connection with activities involving the use of project facilities outside the program undertaken by the co-operating agencies, other United States Government Agencies or Australian Government Agencies, or non-government organizations, and upon arrangements for reimbursement of expenses related to such suits or claims".

In addition, the Government of the United States of America proposes that, pursuant to paragraph 11 of the exchange of Notes of May 9, 1961, the Agreement, as modified, shall remain in effect until May 9, 1969.

If the Government of the Commonwealth of Australia concurs in the above proposals, the Embassy proposes that the present Note and the Department's affirmative reply shall constitute an agreement between the Government of the Commonwealth of Australia and the Government of the United States of America in the matter.

EMBASSY OF THE UNITED STATES OF AMERICA,
Canberra, September 1, 1966.

TIAS 6092

The Australian Department of External Affairs to the American Embassy

AUSTRALIA

The Department of External Affairs presents its compliments to the Embassy of the United States of America and has the honour to acknowledge the Embassy's Note of 1st September, 1966, reading as follows:

"The Embassy of the United States of America presents its compliments to the Department of External Affairs and has the honor to refer to the exchanges of Notes between the Government of the United States of America and the Government of the Commonwealth of Australia dated May 9, 1961, and September 11–October 30, 1962, concerning a program to study the radioactivity of the upper atmosphere by means of high-altitude balloons.

"The Government of the United States of America continues to believe that the results of this program have contributed significantly to our mutual scientific knowledge and that the continuation of this program would be both desirable and beneficial to our two Governments. It is also proposed that the facilities established under the program might be made available, under agreed terms, outside the program for measurements in the upper atomosphere in support of basic research.

"In the light of our mutual experience with the development of this program, the Government of the United States of America proposes that the exchange of Notes of May 9, 1961, be supplemented and modified in the following respects:

a. The word 'sample' shall be replaced, wherever it appears, with the word 'study'.

b. The 'program' and the 'facility' therein referred to are those more particularly described in 'United States Atomic Energy Commission Agreement No. AT(49–7)–1908 with the Department of Supply of the Commonwealth of Australia', as now or hereafter amended.

c. The first sentence of sub-paragraph 2(A) is amended by replacing the period at the end thereof with a comma and adding 'but the co-operating agencies may at any time agree upon a suitable alternative site or sites.'.

d. Sub-paragraph 2(B) is amended to read, in its entirety, as follows: '(B) The United States co-operating agency will provide, inter alia, large plastic balloons and a flight package of appropriate scientific and technical equipment and all necessary equipment constituting a ground control station'.

e. Paragraph 3 is amended to read, in its entirety, as follows: '3. The United States co-operating agency will assume responsibility for the training of such Australian personnel

as are required for the installation, operation, and maintenance of the program'.

f. Paragraph 6 is amended to read, in its entirety, as follows: '6. Upon such terms and conditions as may be agreed by the co-operating agencies, the facility may also be used from time to time by the co-operating agencies, other United States Government Agencies or Australian Government Agencies, or non-government organizations for studies of atmospheric phenomena and of particles and radiation emanating from outside the earth's atmosphere, including cosmic rays, x-rays, gamma rays, infra-red and ultra-violet radiation, neutrons, and other particles, charged or uncharged'.

g. Paragraph 10 is amended by adding at the end thereof the following new sentence: 'The co-operating agencies will agree upon arrangements for indemnification against suits or claims for tort liability to third parties arising out of or in connection with activities involving the use of project facilities outside the program undertaken by the co-operating agencies, other United States Government Agencies or Australian Government Agencies, or non-government organizations, and upon arrangements for reimbursement of expenses related to such suits or claims'.

"In addition, the Government of the United States of America proposes that, pursuant to paragraph 11 of the exchange of Notes of May 9, 1961, the Agreement, as modified, shall remain in effect until May 9, 1969.

"If the Government of the Commonwealth of Australia concurs in the above proposals, the Embassy proposes that the present Note and the Department's affirmative reply shall constitute an agreement between the Government of the Commonwealth of Australia and the Government of the United States of America in the matter."

The Department of External Affairs has the honour to confirm that the Government of the Commonwealth of Australia concurs in the proposals outlined in the Embassy's Note and agrees that the Embassy's Note and the present reply shall constitute an agreement between the Government of the Commonwealth of Australia and the Government of the Unites States of America in the matter.

CANBERRA. A.C.T.

1st September, 1966.

TIAS 6092

CANADA

Trade: Automotive Products

Agreement signed at Johnson City, Texas, January 16, 1965;
Entered into force provisionally January 16, 1965, and definitively September 16, 1966.
With exchange of notes
Signed at Washington March 9, 1965.

AGREEMENT CONCERNING AUTOMOTIVE PRODUCTS BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF CANADA

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

Determined to strengthen the economic relations between their two countries;

Recognizing that this can best be achieved through the stimulation of economic growth and through the expansion of markets available to producers in both countries within the framework of the established policy of both countries of promoting multilateral trade;

Recognizing that an expansion of trade can best be achieved through the reduction or elimination of tariff and all other barriers to trade operating to impede or distort the full and efficient development of each country's trade and industrial potential;

Recognizing the important place that the automotive industry occupies in the industrial economy of the two countries and the interests of industry, labor and consumers in sustaining high levels of efficient production and continued growth in the automotive industry;

Agree as follows:

ARTICLE I

The Governments of the United States and Canada, pursuant to the above principles, shall seek the early achievement of the following objectives:

(a) The creation of a broader market for automotive products within which the full benefits of specialization and large-scale production can be achieved;

(b) The liberalization of United States and Canadian automotive trade in respect of tariff barriers and other factors tending to impede it, with a view to enabling the industries of both countries to participate on a fair and equitable basis in the expanding total market of the two countries;

(c) The development of conditions in which market forces may operate effectively to attain the most economic pattern of investment, production and trade.

It shall be the policy of each Government to avoid actions which would frustrate the achievement of these objectives.

ARTICLE II

(a) The Government of Canada, not later than the entry into force of the legislation contemplated in paragraph (b) of this Article, shall accord duty-free treatment to imports of the products of the United States described in Annex A.

(b) The Government of the United States, during the session of the United States Congress commencing on January 4, 1965, shall seek enactment of legislation authorizing duty-free treatment of imports of the products of Canada described in Annex B.[1] In seeking such legislation, the Government of the United States shall also seek authority permitting the implementation of such duty-free treatment retroactively to the earliest date administratively possible[2] following the date upon which the Government of Canada has accorded duty-free treatment. Promptly after the entry into force of such legislation, the Government of the United States shall accord duty-free treatment to the products of Canada described in Annex B.

ARTICLE III

The commitments made by the two Governments in this Agreement shall not preclude action by either Government consistent with its obligations under Part II of the General Agreement on Tariffs and Trade.[3]

ARTICLE IV

(a) At any time, at the request of either Government, the two Governments shall consult with respect to any matter relating to this Agreement.

(b) Without limiting the foregoing, the two Governments shall, at the request of either Government, consult with respect to any problems which may arise concerning automotive producers in the United States which do not at present have facilities in Canada for the manufacture of motor vehicles, and with respect to the implications for the operation of this Agreement of new automotive producers becoming established in Canada.

(c) No later than January 1, 1968, the two Governments shall jointly undertake a comprehensive review of the progress made towards achieving the objectives set forth in Article I. During this review the Governments shall consider such further steps as may be necessary or desirable for the full achievement of these objectives.

[1] 79 Stat. 1016.

[2] Jan. 18, 1965. See U.S. Proclamation No. 3743, Sept. 8, 1966; 31 Fed. Reg. 12003.

[3] TIAS 1700; 61 Stat. (pt. 5) A18–A65.

ARTICLE V

Access to the United States and Canadian markets provided for under this Agreement may by agreement be accorded on similar terms to other countries.

ARTICLE VI

This Agreement shall enter into force provisionally on the date of signature and definitively on the date upon which notes are exchanged between the two Governments giving notice that appropriate action in their respective legislatures has been completed.[1]

ARTICLE VII

This Agreement shall be of unlimited duration. Each Government shall however have the right to terminate this Agreement twelve months from the date on which that Government gives written notice to the other Government of its intention to terminate the Agreement.

ACCORD ENTRE LE GOUVERNEMENT DES ETATS-UNIS D'AMERIQUE ET LE GOUVERNEMENT CANADIEN CONCERNANT LES PRODUITS DE L'INDUSTRIE AUTOMOBILE

Le Gouvernement des Etats-Unis d'Amérique et le Gouvernement canadien,

Résolus à renforcer les relations économiques entre leurs deux pays;

Convaincus qu'ils y parviendront le mieux en stimulant la croissance économique et par l'expansion des marchés accessibles aux producteurs des deux pays dans le cadre de la politique établie des deux pays, qui consiste à développer le commerce multilatéral;

Convaincus qu'ils réaliseront le mieux l'expansion des échanges commerciaux par l'abaissement ou l'élimination de toutes les barrières, douanières ou autres, qui entravent ou faussent le plein et efficace développement du commerce et du potentiel industriel de l'un et l'autre pays;

Convaincus de l'importance de la place qu'occupe l'industrie automobile dans l'économie industrielle des deux pays, et de l'intérêt qu'ont l'industrie, les travailleurs et les consommateurs à maintenir des niveaux éleves de production efficace et une croissance continue dans l'industrie automobile;

Sont convenus de ce qui suit:

ARTICLE I

Le Gouvernement des Etats-Unis et le Gouvernement canadien, conformément aux principes énoncés ci-dessus, s'efforceront d'atteindre rapidement les objectifs qui suivent:

[1] Definitively Sept. 16, 1966.

(a) Création pour les produits de l'industrie automobile d'un marché plus large au sein duquel il sera possible de bénéficier à plein de la spécialisation et de la production à grande échelle;

(b) Libéralisation du commerce des produits de l'industrie automobile entre les Etats-Unis et le Canada en ce qui concerne les barrières douanières et autres facteurs qui tendent à entraver ce commerce, afin de mettre les industries des deux pays en mesure de prendre une part juste et équitable du marché en voie d'expansion de l'ensemble des deux pays;

(c) Développement de conditions grâce auxquelles les forces du marché pourront jouer efficacement dans le sens du développement le plus économique des investissements, de la production et du commerce.

Chacun des deux Gouvernements évitera par principe tout ce qui irait à l'encontre de la réalisation de ces objectifs.

ARTICLE II

(a) Le Gouvernement canadien, au plus tard lors de l'entrée en vigueur de la mesure législative prévue à l'alinéa (b) du présent Article, accordera l'entrée en franchise de douane aux produits des Etats-Unis énumérés à l'Annexe A.

(b) Le Gouvernement des Etats-Unis, au cours de la session du Congrès des Etats-Unis qui commencera le 4 janvier 1965, s'efforcera de faire adopter une mesure législative autorisant l'importation en franchise de douane des produits canadiens énumérés à l'Annexe B. Lorsqu'il demandera l'adoption de cette mesure législative, le Gouvernement des Etats-Unis demandera aussi l'autorisation d'accorder ladite franchise de douane rétroactivement jusqu'à la date la plus voisine possible administrativement de celle à laquelle le Gouvernement canadien aura accordé la franchise douanière. Après l'entrée en vigueur de ladite mesure législative, le Gouvernement des Etats-Unis accordera sans délai la franchise douanière aux produits canadiens énumérés à l'Annexe B.

ARTICLE III

Les engagements pris par les deux Gouvernements aux termes du présent Accord ne leur interdisent ni à l'un ni à l'autre de faire quoi que ce soit en conformité des obligations souscrites à la Partie II de l'Accord général sur les tarifs douaniers et le commerce.

ARTICLE IV

(a) A un moment quelconque, et à la demande de l'un ou l'autre des Gouvernements, les deux Gouvernements se consulteront relativement à toute question ayant trait au présent Accord.

(b) Sans restreindre ce qui précède, les deux Gouvernements se consulteront, à la demande de l'un ou l'autre desdits Gouvernements, relativement à tous problèmes susceptibles de se poser en ce qui con-

cerne les producteurs d'automobiles des Etats-Unis qui ne possèdent pas actuellement d'installations au Canada pour la fabrication de véhicules automobiles, et en ce qui concerne les conséquences, relativement à l'application du présent Accord, de l'établissement de nouveaux producteurs d'automobiles au Canada.

(c) Le 1er janvier 1968 au plus tard, les deux Gouvernements procéderont conjointement à un examen complet et détaillé des progrès accomplis en vue de réaliser les objectifs fixés à l'Article I. Au cours de cet examen, les Gouvernements étudieront les mesures supplémentaires qui pourraient être nécessaires ou désirables en vue de la pleine réalisation de ces objectifs.

ARTICLE V

L'accès aux marchés des Etats-Unis et du Canada, que prévoit le présent Accord, pourra à des conditions semblables être accordé à d'autres pays.

ARTICLE VI

Le présent Accord entrera en vigueur à titre provisoire à la date de sa signature et à titre définitif à la date à laquelle des notes seront échangées par les deux Gouvernements avisant l'un l'autre que leurs législatures respectives ont pris les mesures appropriées.

ARTICLE VII

Le présent Accord est conclu pour une durée indéfinie. Il sera loisible à chacun des deux Gouvernements, toutefois, de le dénoncer moyennant préavis écrit de douze mois.

IN WITNESS WHEREOF the representatives of the two Governments have signed this Agreement.

DONE in duplicate at Johnson City, Texas, this 16th day of January 1965, in English and French, the two texts being equally authentic.

EN FOI DE QUOI les représentants des deux Gouvernements ont signé le présent Accord.

FAIT en double exemplaire à Johnson City, Texas, le 16 janvier 1965, en anglais et en français, les deux textes faisant également foi.

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

LYNDON B. JOHNSON

DEAN RUSK

FOR THE GOVERNMENT OF CANADA:
POUR LE GOUVERNEMENT DU CANADA:

LESTER B PEARSON

PAUL MARTIN

TIAS 6093

ANNEX A

1. (1) Automobiles, when imported by a manufacturer of automobiles.

(2) All parts, and accessories and parts thereof, except tires and tubes, when imported for use as original equipment in automobiles to be produced in Canada by a manufacturer of automobiles.

(3) Buses, when imported by a manufacturer of buses.

(4) All parts, and accessories and parts thereof, except tires and tubes, when imported for use as original equipment in buses to be produced in Canada by a manufacturer of buses.

(5) Specified commercial vehicles, when imported by a manufacturer of specified commercial vehicles.

(6) All parts, and accessories and parts thereof, except tires, tubes and any machines or other articles required under Canadian tariff item 438a to be valued separately under the tariff items regularly applicable thereto, when imported for use as original equipment in specified commercial vehicles to be produced in Canada by a manufacturer of specified commercial vehicles.

2. (1) "Automobile" means a four-wheeled passenger automobile having a seating capacity for not more than ten persons;

(2) "Base year" means the period of twelve months commencing on the 1st day of August, 1963 and ending on the 31st day of July, 1964;

(3) "Bus" means a passenger motor vehicle having a seating capacity for more than 10 persons, or a chassis therefor, but does not include any following vehicle or chassis therefor, namely an electric trackless trolley bus, amphibious vehicle, tracked or half-tracked vehicle or motor vehicle designed primarily for off-highway use;

(4) "Canadian value added" has the meaning assigned by regulations made under section 273 of the Canadian Customs Act;

(5) "Manufacturer" of vehicles of any following class, namely automobiles, buses or specified commercial vehicles, means, in relation to any importation of goods in respect of which the description is relevant, a manufacturer that

(i) produced vehicles of that class in Canada in each of the four consecutive three months' periods in the base year, and

(ii) produced vehicles of that class in Canada in the period of twelve months ending on the 31st day of July in which the importation is made,

(A) the ratio of the net sales value of which to the net sales value of all vehicles of that class sold for consumption in Canada by the manufacturer in that period is equal to or higher than the ratio of the net sales value of all vehicles of that class produced in Canada by the manufacturer in the base year to the net sales value of all vehicles of that class sold for consumption in Canada by the manufacturer in the base year, and is not in any case lower than seventy-five to one hundred; and

(B) the Canadian value added of which is equal to or greater than the Canadian value added of all vehicles of that class produced in Canada by the manufacturer in the base year;

(6) "Net sales value" has the meaning assigned by regulations made under section 273 of the Canadian Customs Act; and

(7) "Specified commercial vehicle" means a motor truck, motor truck chassis, ambulance or chassis therefor, or hearse or chassis therefor, but does not include:

(a) any following vehicle or a chassis designed primarily therefor, namely a bus, electric trackless trolley bus, amphibious vehicle, tracked or half-tracked vehicle, golf or invalid cart, straddle carrier, motor vehicle designed primarily for off-highway use, or motor vehicle specially constructed and equipped to perform special services or functions, such as, but not limited to, a fire engine, mobile crane, wrecker, concrete mixer or mobile clinic; or

(b) any machine or other article required under Canadian tariff item 438a to be valued separately under the tariff item regularly applicable thereto.

3. The Government of Canada may designate a manufacturer not falling within the categories set out above as being entitled to the benefit of duty-free treatment in respect of the goods described in this Annex.

ANNEXE A

1. (1) Automobiles, lorsque importées par un fabricant d'automobiles.

(2) Toutes les pièces, et les accessoires et leurs pièces, sauf les pneus et chambres à air, lorsque importées pour servir

d'équipement primitif d'automobiles devant être produites au Canada par un fabricant d'automobiles.

(3) Autobus, lorsque importés par un fabricant d'autobus.

(4) Toutes les pièces, et les accessoires et leurs pièces, sauf les pneus et chambres à air, lorsque importées pour servir d'équipement primitif d'autobus devant être produits au Canada par un fabricant d'autobus.

(5) Véhicules commerciaux spécifiés, lorsque importés par un fabricant de véhicules commerciaux spécifiés.

(6) Toutes les pièces, et les accessoires et leurs pièces, sauf les pneus, chambres à air et machines ou autres articles dont le numéro 438a du Tarif canadien exige une évaluation distincte en vertu des numéros tarifaires régulièrement applicables en l'espèce, lorsque importées pour servir d'équipement primitif de véhicules commerciaux spécifiés devant être produits au Canada par un fabricant de véhicules commerciaux spécifiés.

2. (1) "automobile" signifie une automobile à quatre roues destinée aux voyageurs et ayant au plus dix places assises;

(2) "année de base" signifie la période de douze mois commençant le 1er août 1963 et se terminant le 31 juillet 1964;

(3) "autobus" signifie un véhicule automobile à voyageurs ayant plus de dix places assises, ou le châssis d'un tel véhicule, mais ne comprend aucun des véhicules énumérés ci-après ni le châssis d'un tel véhicule, à savoir un électrobus, un véhicule amphibie, un véhicule à chenilles ou semi-chenillé ou un véhicule automobile destiné à être utilisé principalement sur des chemins autres que les grandes routes;

(4) "valeur canadienne ajoutée" a la signification que lui attribuent les règlements établis en vertu de l'article 273 de la Loi canadienne sur les douanes;

(5) "fabricant" de véhicules de toute catégorie énumérée ci-après, à savoir les automobiles, autobus ou véhicules commerciaux spécifiés, signifie, relativement à toute importation de marchandises à l'égard de laquelle la description est pertinente, un fabricant qui

(i) a produit des véhicules de cette catégorie au Canada dans chacune des quatre périodes consécutives de trois mois dans l'année de base, et

(ii) a produit des véhicules de cette catégorie au Canada dans la période de douze mois se terminant le 31 juillet dans laquelle l'importation est faite,

(A) dont la valeur marchande nette par rapport à la valeur marchande nette de tous les véhicules de cette catégorie vendus pendant ladite période par le fabricant aux fins de consommation au Canada est une proportion égale ou supérieure à la valeur marchande nette de tous les véhicules de cette catégorie produits au Canada par le fabricant dans l'année de base par rapport à la valeur marchande nette de tous véhicules de cette catégorie vendus pendant l'année de base par le fabricant aux fins de consommation au Canada, et de toute façon non inférieure à soixante-quinze par rapport à cent; et

(B) dont la valeur canadienne ajoutée est égale ou supérieure à la valeur canadienne ajoutée de tous les véhicules de cette catégorie produits au Canada par le fabricant dans l'année de base;

(6) "valeur marchande nette" a la signification que lui attribuent les règlements établis en vertu de l'article 273 de la Loi canadienne sur les douanes; et

(7) "véhicule commercial spécifié" signifie un camion automobile, un châssis de camion automobile, une ambulance ou son châssis, un corbillard ou son châssis, mais ne comprend

(a) aucun des véhicules énumérés ci-après ni un châssis principalement conçu pour un tel véhicule, à savoir: autobus, électrobus, véhicule amphibie, véhicule à chenilles ou semi-chenillé, chariot de golf ou d'invalide, chariot cavalier ou tout véhicule automobile destiné à être utilisé principalement sur des chemins autres que des grandes routes, ou tout véhicule automobile construit et équipé spécialement pour remplir des fonctions ou des services particuliers, comme par exemple mais sans s'y limiter, un camion à incendie, une grue mobile, un camion remorqueur, un malaxeur de béton, un dispensaire mobile; ou

(b) aucune machine ou aucun autre article dont le numéro 438a du Tarif douanier canadien exige une évaluation distincte en vertu du numéro tarifaire régulièrement applicable en l'espèce.

3. Le Gouvernement canadien peut désigner comme ayant droit à la franchise, quant aux marchandises mentionnées à la présente annexe, un fabricant qui n'est pas compris dans les catégories ci-dessus.

ANNEX B

(1) Motor vehicles for the transport of persons or articles as provided for in items 692.05 and 692.10 of the Tariff Schedules of the United States and chassis therefor, but not including electric trolley buses, three-wheeled vehicles, or trailers accompanying truck tractors, or chassis therefor.

(2) Fabricated components, not including trailers, tires, or tubes for tires, for use as original equipment in the manufacture of motor vehicles of the kinds described in paragraph (1) above.

(3) Articles of the kinds described in paragraphs (1) and (2) above include such articles whether finished or unfinished but do not include any article produced with the use of materials imported into Canada which are products of any foreign country (except materials produced within the customs territory of the United States), if the aggregate value of such imported materials when landed at the Canadian port of entry, exclusive of any landing cost and Canadian duty, was—

(a) with regard to articles of the kinds described in paragraph (1), not including chassis, more than 60 percent until January 1, 1968, and thereafter more than 50 percent, of the appraised customs value of the article imported into the customs territory of the United States; and

(b) with regard to chassis of the kinds described in paragraph (1), and articles of the kinds described in paragraph (2), more than 50 percent of the appraised customs value of the article imported into the customs territory of the United States.

ANNEXE B

(1) Les véhicules automobiles, ou leur châssis, destinés au transport des personnes ou des articles prévus aux rubriques 692.05 et 692.10 du Tarif douanier des Etats-Unis, à l'exclusion des trolleybus, des tricycles, ou des remorques dont sont accompagnés les tracteurs automobiles, ou de leur châssis.

(2) Les éléments fabriqués, à l'exclusion des remorques, pneus, ou chambres à air, destinées à être utilisées à titre d'équipement d'origine dans la fabrication des véhicules automobiles des types décrits au paragraphe (1) ci-dessus.

(3) Dans les articles des types décrits aux paragraphes (1) et (2) ci-dessus est inclus tout article fini ou non, mais n'est pas inclus tout article fabriqué à l'aide de matériaux importés au Canada et qui sont de provenance étrangère (sauf les matériaux produits en territoire sous contrôle douanier des Etats-Unis), si la valeur globale desdits matériaux importés, à leur débarquement dans un port d'entrée canadien, non compris les frais de débarquement ou de douane canadienne, s'élevait

62-803 O-67—88

(a) en ce qui concerne les articles des types décrits au paragraphe (1), non compris les châssis, à plus le 60 p. 100 jusqu'au 1er janvier 1968, et par la suite à plus de 50 p. 100, de la valeur douanière estimée de l'article importé dans le territoire sous contrôle douanier des Etats-Unis; et

(b) pour ce qui est du châssis des types décrits au paragraphe (1), et des articles des types décrits au paragraphe (2), à plus de 50 p. 100 de la valeur douanière estimée de l'article importé dans le territoire sous contrôle douanier des Etats-Unis.

The Secretary of State to the Canadian Ambassador

DEPARTMENT OF STATE
WASHINGTON
March 9, 1965

EXCELLENCY:

I have the honor to refer to the Agreement concerning Automotive Products between the Government of the United States of America and the Government of Canada signed on January 16, 1965.

It is the understanding of my Government that automobile truck tractors are included within the articles to be accorded duty-free entry by our two Governments pursuant to Article II and the Annexes of the Agreement.

I have further the honor to request you to confirm the foregoing understanding on behalf of the Government of Canada.

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

For the Secretary of State:
G. GRIFFITH JOHNSON

His Excellency
The Right Honorable
CHARLES S. A. RITCHIE,
Ambassador of Canada.

TIAS 6093

The Ambassador of Canada to the Secretary of State

CANADIAN EMBASSY AMBASSADE DU CANADA

WASHINGTON, D.C.
March 9, 1965.

No. 98

SIR,

I have the honor to acknowledge receipt of your Note of March 9, 1965, which reads as follows:

"I have the honor to refer to the Agreement concerning Automotive Products between the Government of the United States of America and the Government of Canada signed on January 16, 1965.

It is the understanding of my Government that automobile truck tractors are included within the articles to be accorded duty-free entry by our two Governments pursuant to Article II and the Annexes of the Agreement.

I have further the honor to request you to confirm the foregoing understanding on behalf of the Government of Canada.

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

I have further the honor to confirm the foregoing understanding on behalf of the Government of Canada.

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

C S A RITCHIE

[SEAL]

The Honorable
DEAN RUSK,
The Secretary of State,
Washington, D.C.

CHAD

Peace Corps

Agreement effected by exchange of notes Signed at Fort Lamy August 31, 1966; Entered into force August 31, 1966.

The American Ambassador to the Chad Minister of Coordination at the Presidency

No. 27 FORT LAMY 31 AOUT 1966

EXCELLENCY,

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

1. The Government of the United States will furnish such Peace Corps Volunteers as may be requested by the Government of the Republic of Chad and approved by the Government of the United States to perform mutually agreed tasks in the Republic of Chad. The Volunteers will work under the immediate supervision of governmental or private organizations in the Republic of Chad designated by our two Governments. The Government of the United States will provide training to enable the Volunteers to perform more effectively their agreed tasks.

2. The Government of the Republic of Chad will accord equitable treatment to the Volunteers and their property; afford them full aid and protection, including treatment no less favorable than that accorded generally to nationals of the United States residing in the Republic of Chad; and fully inform, consult and cooperate with representatives of the Government of the United States with respect to all matters concerning them. The Government of the Republic of Chad will exempt the Volunteers from all taxes on payments which they receive to defray their living costs and on income from sources outside the Republic of Chad, and from all customs duties or other charges on their personal property introduced into the Republic of Chad for their own use at or about the time of their arrival, and from all other taxes or other charges (including immigration fees) except

license fees and taxes or other charges included in the price of equipment, supplies and services.

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

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

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

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

I have the further honor to propose that, if these understandings are acceptable to your Government, this Note and your Govern-

ment's reply Note concurring herein shall constitute an agreement between our two Governments which shall enter into force on the date of your Government's Note and shall remain in force until ninety days after the date of the written notification from either Government to the other of intention to terminate it.

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

BREWSTER H. MORRIS

Brewster H. Morris
American Ambassador

His Excellency, ANTOINE BANGUI,
Minister of Coordination at the Presidency,
Fort Lamy.

The President of the Chad Republic to the American Ambassador

FORT LAMY, 31 AOUT 1966

EXCELLENCE,

J'ai l'honneur d'accuser réception de votre note N° 27 en date du 31 AOUT 1966, ainsi rédigée:

1. Le Gouvernement des Etats-Unis fournira des volontaires du Corps de la Paix, sur la demande qu'en fera le Gouvernement de la République du Tchad et avec l'approbation du Gouvernement des Etats-Unis, pour effectuer des tâches sur lesquelles nos deux Gouvernements se seront mis d'accord. Les volontaires travailleront sous la surveillance directe d'organismes privés ou gouvernement aux désignés par nos deux Gouvernements. Le Gouvernement des Etats-Unis assurera la formation des volontaires afin de permettre à ces derniers d'accomplir leur tâche d'une manière plus efficace.

2. Le Gouvernement de la République du Tchad accordera un traitement équitable aux volontaires et à leurs biens. Il leur assurera, pleinement et entièrement, son aide et sa protection, y compris un traitement non moins favorable que celui généralement accordé aux citoyens américains résidant en République du Tchad. En outre, le Gouvernement de la République du Tchad tiendra pleinement au courant et consultera les représentants du Gouvernement des Etats-Unis sur toutes questions concernant les volontaires et coopérera dans toute la mesure du possible avec lesdits représentants. Le Gouvernement de la République du Tchad exonérera les volontaires de tous impôts sur les sommes qu'ils recevront pour subvenir à leurs besoins et sur les revenus dont la source se trouve à l'extérieur de la République du Tchad, de tous droits de douane et autres droits sur leurs biens mobiliers introduits en République du Tchad pour leur propre usage au moment de leur arrivée, ou peu de temps après leur arrivée, et de tous autres impôts, taxes et redevances (y compris les droits d'immigration), à l'exception des droits ou taxes de Licences

et des impôts et autres droits compris dans le prix de l'équipement, des fournitures et des services.

3. Le Gouvernement des Etats-Unis fournira aux volontaires les quantités limitées de matériel et fournitures que nos deux Gouvernements peuvent considérer comme devant être fournies par lui pour permettre aux volontaires de remplir leur tâche d'une manière efficace. Le Gouvernement de la Republique du Tchad exonérera de tous impôts, droits de douane et autres droits tout le matériel et toutes les fournitures introduits ou acquis dans la République du Tchad par le Gouvernement des Etats-Unis ou par tout contractuel financé par lui, pour utilisations dans le cadre du présent Accord.

4. Afin de permettre au Gouvernement des Etats-Unis de s'acquitter de ses obligations conformément aux dispositions du présent Accord, le Gouvernement de la République du Tchad recevra un représentant du Corps de la Paix et les collaborateurs de ce représentant ainsi que le personnel d'organismes privés américains remplissant des fonctions dans le cadre du présent Accord en vertu d'un contrat passé avec le Gouvernement des Etats-Unis, qui sont acceptables au Gouvernement de la République du Tchad. Le Gouvernement de la République du Tchad exonérera ces personnes de tous impôts sur les revenus provenant de leur travail au Corps de la Paix ou dont la source se trouve à l'extérieur de la République du Tchad, et de tous autres impôts, taxes et redevances (y compris les droits d'immigration), à l'exception des droits ou taxes de licences et des impôts et autres droits compris dans le prix de l'équipement, des fournitures et des services. Le Gouvernement de la République du Tchad accordera au représentant du Corps de la Paix et à ses collaborateurs, en ce qui concerne le paiement des droits de douanes et autres droits sur les biens mobiliers introduits dans la République du Tchad pour leur propre usage, le même traitement que celui qui est accordé au personnel d'un grade ou d'un rang similaire de l'Ambassade des Etats-Unis.

Le Gouvernement de la République du Tchad accordera au personnel d'organismes privés américains ayant passé un contrat avec le Gouvernement des Etats-Unis, comme, par exemple, des Universités, en ce qui concerne le paiement de droits de douane et autres droits sur les biens mobiliers introduits dans la République du Tchad pour leur propre usage, le même traitement que celui qui est accordé aux volontaires dans le cadre du présent Accord.

5. Le Gouvernement de la République du Tchad exonérera des obligations qui régissent les investissements et les dépôts de fonds, de même que des contrôles de change, tous les fonds introduits dans la République du Tchad aux fins d'utilisation en vertu du présent Accord par le Gouvernement des Etats-Unis ou par des contractuels financés par ledit Gouvernement. Ces fonds seront convertibles en monnaie de la République du Tchad au taux le plus élevé qui ne sera pas illégal.

6. Des représentants appropriés de nos deux Gouvernements pourront, en ce qui concerne les volontaires du Corps de la Paix

et le programme du Corps de la Paix dans la République du Tchad, conclure les arrangements qui sembleront nécessaires ou souhaitables aux fins de la mise en oeuvre du présent Accord. Les engagements pris par chacun des deux Gouvernements dans le cadre de présent Accord sont subordonnés à la disponibilité des crédits et aux lois de chacun des deux Gouvernements applicables en la matière.

J'ai l'honneur de vous confirmer l'accord de mon Gouvernement sur les dispositions prévues ci-dessus. Cet accord prendra effet à la date de la présente lettre et demeurera en vigueur jusqu'au quatre-vingt-dixième jour qui suivra la date à laquelle l'un des deux Gouvernements aura notifié par écrit à l'autre Gouvernement son intention d'y mettre fin.

Je vous prie de croire, Excellence, à l'assurance de ma très haute considération.

P/ Le Président de la République
Le Ministre chargé de la Coordination
à la Présidence

A. BANGUI

Son Excellence
Monsieur BREWSTER H. MORRIS,
Ambassadeur des Etats-Unis d'Amérique,
Fort Lamy.

Translation

FORT LAMY, *August 31, 1966*

EXCELLENCY:

I have the honor to acknowledge receipt of your Note No. 27 of August 31, 1966, which reads as follows:

[For the English language text see *ante*, p. 1384.]

I have the honor to confirm my Government's approval of the above provisions. This agreement will enter into force on the date of this note and will remain in force until ninety days after the date on which either Government notifies the other in writing of its intention to terminate it.

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

For the President of the Republic:

[SEAL] A BANGUI

A. Bangui
The Minister in charge of Coordination
Office of the President

His Excellency
BREWSTER H. MORRIS,
Ambassador of the United States of America,
Fort Lamy.

SAUDI ARABIA

Defense: Transfer of Aircraft and Equipment

Agreement effected by exchange of notes
Signed at Jidda May 16 and November 11, 1965;
Entered into force November 11, 1965.

The American Ambassador to the Saudi Arabian Deputy Minister of Foreign Affairs

EMBASSY OF THE
UNITED STATES OF AMERICA
Jidda, May 16, 1965.

No. 824

EXCELLENCY:

I have the honor to refer to the Agreement between our two Governments effected by an exchange of notes signed at Jidda on November 10 and 13, 1962, [1] as supplemented by an Agreement effected by an exchange of notes signed at Jidda on May 1 and 22, 1963, [1] relating to the loan of F-86 aircraft.

I now have the honor to propose that title to the aircraft and all related equipment loaned under the above-mentioned Agreements shall be transferred to the Government of Saudi Arabia without charge and that the provisions of numbered paragraphs 1, 5 (first sentence), 7, and 8 of the Agreement effected by an exchange of notes signed at Jidda on November 10 and November 13, 1962 shall no longer apply.

Full title and possession of these planes will be transferred to the Saudi Government following the return of each aircraft from general inspection and repair undertaken at the expense of the United States Government at a repair center facility. With the transfer of these aircraft to the Government of Saudi Arabia, it is assumed that the responsibility for future spare parts will be taken over by the Government of Saudi Arabia and it is hoped that arrangements can soon be made for the Government of Saudi Arabia to assume responsibility for maintenance of the aircraft.

If the foregoing is acceptable to your Government, I further have the honor to propose that this note and Your Excellency's note in reply concurring therein shall constitute an agreement which shall enter into force on the date of your reply.

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[1] TIAS 5414; 14 UST 1181, 1184.

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

PARKER T. HART

His Excellency
Sayyid OMAR SAKKAF,
Deputy Minister of Foreign Affairs,
Jidda.

The Saudi Arabian Deputy Minister of Foreign Affairs to the American Chargé d'Affaires ad interim

الرقم : ٧٤٢/ب
التاريخ : ١٨/٧/١٣٨٥

ياصاحب السعادة ..

اشير الى مذكرتكم رقم ٨٢٤ في ١٦/مايو ٦٥ حول نقل ملكية الطائرات ف ٨٦ الى حكومة المملكة العربية السعودية .

يسرني اخبار سعادتكم بقبول حكومة جلالته لذلك ، معربا عن الشكر والتقدير ، راجيا ان يستمر التعاون المثمر القائم لحسن الحظ بين الحكومتين والشعبين .

وانتهز هذه الفرصة لاعرب لكم عن اطيب التمنيات ....

سعادة القائم باعمال سفارة الولايات المتحدة الامريكية

جدة

Translation

No. 742/B

Date: 7/18/1385
Corresponding to: NOVEMBER 11, 1965

EXCELLENCY:

I refer to your note No. 824, dated May 16, 1965, on the transfer of title to the F-86 aircraft to the Government of the Kingdom of Saudi Arabia.

I have the pleasure of informing Your Excellency of the acceptance by His Majesty's Government thereof, and to express our gratitude and appreciation with the hope that the successful cooperation between our two Governments and peoples may continue.

I avail myself of this opportunity to express to Your Excellency the assurances of my best wishes.

SAKKAF

Omar Sakkaf

His Excellency the CHARGÉ D'AFFAIRES,
Embassy of the United States of America,
Jidda.

NORWAY

Mutual Defense Assistance

Agreement amending annex C to the agreement of January 27, 1950.
Effected by exchange of notes
Dated at Oslo August 29 and September 6, 1966;
Entered into force September 6, 1966.

The American Embassy to the Norwegian Minister of Foreign Affairs

No. M-13

The Embassy of the United States of America presents its compliments to His Excellency the Royal Norwegian Minister of Foreign Affairs and, with reference to Paragraph I Article IV of the Mutual Defense Assistance Agreement between the United States and Norway signed at Washington on January 27, 1950,[1] has the honor to state, for the information of the Minister, that the minimum amount of Norwegian kroner necessary during the United States fiscal year 1967 for the administrative expenditures of the United States Embassy at Oslo in connection with the carrying out of the Agreement, including those of related training in Norway has been estimated to be 2,463,270 Norwegian kroner.

The Embassy also has the honor to state for the information of the Minister that upon instruction from its Government, the sum of Norwegian kroner 936,610 is to be deducted from the estimated requirements, leaving a new figure of 1,526,660 Norwegian kroner to be furnished by the Norwegian Government during the United States fiscal year 1967 in connection with carrying out the aforementioned Agreement.

The sum of 936,610 kroner is the amount now determined to have been excess to the needs of the United States Government during its fiscal year 1965, during which time the Norwegian Government contributed 3,246,511.28 kroner, the estimated requirements of the United States Government for administrative expenses in implementing the Mutual Defense Assistance Agreement between the United States and Norway for the United States fiscal year 1965.

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[1] TIAS 2016, 5862; 1 UST 108; 16 UST 1174.

Summarized briefly, the contributed currency requirements for the United States fiscal year 1967 are as follows:

	Norwegian Kroner
Estimated regular requirements for the United States fiscal year 1967	2,463,270
Less Excess Above and Beyond Requirements for FY 1965	936,610
Total Requirements	1,526,660

The Embassy proposes that, in accordance with the previous practice, Annex C of the Bilateral Agreement be amended to read as follows:

"In implementation of paragraph (1) of Article IV of the Mutual Defense Agreement between the Governments of the United States of America and Norway, the Government of Norway will deposit Norwegian kroner at such times as requested in an account designated by the United States Embassy at Oslo, not to exceed in total 1,526,660 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, 1967."

It is suggested that, if acceptable to the Norwegian Government, this Note and the Minister's reply together shall constitute an amendment to Annex C of the Mutual Defense Assistance Agreement between the United States of America and Norway, signed at Washington, D.C., on January 27, 1950.

EMBASSY OF THE UNITED STATES OF AMERICA,
Oslo, August 29, 1966

The Norwegian Ministry of Foreign Affairs to the American Embassy

MINISTÈRE ROYAL
DES
AFFAIRES ETRANGÈRES

The Royal Ministry of Foreign Affairs presents its compliments to the Embassy of the United States of America and has the honour to acknowledge receipt of the Embassy's Note No. M-13, dated August 29, 1966, regarding the payment of administrative expenditures of the Embassy in connection with the carrying out of the Mutual Defence Assistance Agreement between Norway and the United States, signed at Washington on January 27, 1950.

The Ministry has the honour to state that the Norwegian Government agrees to the Proposal made in the Embassy's Note to the effect that Annex C of the Bilateral Agreement be amended to read as follows:

"In implementation of paragraph (1) of Article IV of the Mutual Defense Agreement between the Governments of the United States of America and Norway, the Government of Norway will deposit Norwegian kroner at such times as requested in an account designated by the United States Embassy at Oslo, not to exceed in total 1,526,660 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, 1967."

As the fiscal year in Norway corresponds to the calendar year, the acceptance of the proposal set out above will, as far as the granting of the funds for the period after January 1, 1967, is concerned, be subject to confirmation by Norwegian authorities.

The Ministry agrees that the Embassy's Note of August 29, 1966, together with this reply, constitute an amendment to Annex C of the Mutual Defence Assistance Agreement between Norway and the United States of America, signed at Washington D.C. on January 27, 1950.

OSLO, *September 6th, 1966.*

[SEAL]

THE EMBASSY OF THE UNITED STATES OF AMERICA,
Oslo.

REPUBLIC OF KOREA

Peace Corps

Agreement effected by exchange of notes
Signed at Seoul September 14, 1966;
Entered into force September 14, 1966.
With agreed understanding.

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

No. 341 SEPTEMBER 14, 1966

EXCELLENCY:

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

1. The Government of the Republic of Korea will accord equitable treatment to the Peace Corps volunteers (hereinafter referred to as Volunteers), both as to their person and property, and afford them, in case of need, adequate aid and protection, including treatment no less favorable than that accorded generally to nationals of the United States residing in Korea.

2. The Government of the Republic of Korea will exempt the Volunteers from, (a) all taxes on payments which they receive to defray their living costs and on income from sources outside the Republic of Korea, from (b) customs duties and related charges other than charges for storage, cartage and similar services, in respect of personal baggage, used personal and household effects and from (c) all other taxes or other charges except license fees and taxes or other charges included in the prices of equipment, supplies and services.

3. The Republic of Korea will receive a Peace Corps representative and such staff as may be deemed necessary by the Government of the Republic of Korea and the Government of the United States of America to discharge the functions for the Government of the United States of America with respect to Peace Corps programs and projects. The Government of the Republic of Korea will exempt such persons from all taxes on income derived from their Peace Corps work or sources outside the Republic of Korea, and from all other taxes or

other charges except license fees and taxes or other charges included in the prices of equipment, supplies and services. The Peace Corps representative and such staff will be accorded the same treatment as is accorded Volunteers hereunder with respect to the payments of customs duties, fees and charges on their personal and household effects, excluding consumable stores (but including one motor car for each), introduced into the Republic of Korea for their own use during their stay in the Republic of Korea. The disposal of such personal and household effects (including one motor car) by such personnel shall be governed by applicable laws and regulations of the Republic of Korea.

4. The Government of the Republic of Korea will exempt funds, equipment, materials and supplies, furnished or financed by the Government of the United States of America and used for the Peace Corps programs and projects from taxes, investment or deposit requirements, customs duties or other charges. The disposal of such equipment, materials and supplies by the Government of the United States of America shall be governed by applicable laws and regulations of the Republic of Korea.

5. Appropriate representatives of our two Governments may make from time to time such arrangements with respect to Volunteers and Peace Corps programs in the Republic of Korea as appear necessary or desirable for the purpose of implementing this Agreement.

I have the further honor to propose that, if these understandings are acceptable to your Government, this note and your Government's reply note concurring therein shall constitute an agreement between our two Governments which shall enter into force on the date of your Government's note and shall remain in force until ninety days after the date of the written notification from either Government to the other of intention to terminate it.

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

GEORGE S. NEWMAN
Charge d'Affaires ad interim

His Excellency
TONG WON LEE,
Minister of Foreign Affairs,
Seoul.

AGREED UNDERSTANDING

With reference to the Peace Corps Agreement between the Government of the Republic of Korea and the Government of the United States of America, signed today, the signatories of the two Govern-

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ments confirm the following understandings reached between the negotiators of the two Governments during the course of negotiations:

1. The term "staff", appearing in paragraph three of the Agreement, will include both United States Government officials and non-volunteer personnel, such as an English language supervisor, whose functions are solely to support the aims of the program, as may be mutually agreed.

2. Paragraph three accords the Peace Corps representative and such staff customs-free privileges on accompanied goods and on both used and new personal effects for their own use in accordance with the relevant procedural provisions of the Customs Law of the Republic of Korea.

3. Volunteers will be accorded customs-free privileges on both accompanied and unaccompanied new and used personal effects for their own use, in accordance with the relevant procedural provisions of the Customs Law, introduced at or about the time of their arrival.

GSN

SEPTEMBER 14, 1966

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

OBJ-6935 SEPTEMBER 14, 1966

SIR,

I wish to acknowledge the receipt of your note No. 341, dated September 14, 1966, with respect to the men and women of the United States of America who volunteer to serve in the Peace Corps and who, at the request of my Government, would live and work in the Republic of Korea for periods of time as may be mutually agreed upon between the two Governments, which reads as follows:

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

1. The Government of the Republic of Korea will accord equitable treatment to the Peace Corps volunteers (hereinafter referred to as Volunteers), both as to their person and property, and afford them in case of need, adequate aid and protection, including treatment no less favorable than that accorded generally to nationals of the United States residing in Korea.

2. The Government of the Republic of Korea will exempt the Volunteers from, (a) all taxes on payments which they receive to

defray their living costs and on income from sources outside the Republic of Korea, from (b) customs duties and related charges other than charges for storage, cartage and similar services, in respect of personal baggage, used personal and household effects and from (c) all other taxes or other charges except license fees and taxes or other charges included in the prices of equipment, supplies and services.

3. The Republic of Korea will receive a Peace Corps representative and such staff as may be deemed necessary by the Government of the Republic of Korea and the Government of the United States of America to discharge the functions for the Government of the United States of America with respect to Peace Corps programs and projects. The Government of the Republic of Korea will exempt such persons from all taxes on income derived from their Peace Corps work or sources outside the Republic of Korea, and from all other taxes or other charges except license fees and taxes or other charges included in the prices of equipment, supplies and services. The Peace Corps representative and such staff will be accorded the same treatment as is accorded Volunteers hereunder with respect to the payments of customs duties, fees and charges on their personal and household effects, excluding consumable stores (but including one motor car for each), introduced into the Republic of Korea for their own use during their stay in the Republic of Korea. The disposal of such personal and household effects (including one motor car) by such personnel shall be governed by applicable laws and regulations of the Republic of Korea.

4. The Government of the Republic of Korea will exempt funds, equipment, materials and supplies, furnished or financed by the Government of the United States of America and used for the Peace Corps programs and projects from taxes, investment or deposit requirements, customs duties or other charges. The disposal of such equipment, materials and supplies by the Government of the United States of America shall be governed by applicable laws and regulations of the Republic of Korea.

5. Appropriate representatives of our two Governments may make from time to time such arrangements with respect to Volunteers and Peace Corps programs in the Republic of Korea as appear necessary or desirable for the purpose of implementing this Agreement.

I have the further honor to propose that, if these understandings are acceptable to your Government, this note and your Government's reply note concurring therein shall constitute an agreement between our two Governments which shall enter into force on the date of your Government's note and shall remain in force until ninety days after the date of the written notification from either Government to the other of intention to terminate it."

I further wish to inform you that the foregoing understandings are acceptable to the Government of the Republic of Korea and to confirm that your note and this reply thereto constitute an agreement between our two Governments which shall enter into force on the date of this reply and shall remain in force until ninety days after the date of the written notification from either Government to the other of intention to terminate it.

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

TONG WON LEE

Tong Won Lee
Minister of Foreign Affairs

The Honorable
GEORGE S. NEWMAN
Charge d'Affaires, ad interim
Embassy of the United States of America
Seoul

AGREED UNDERSTANDING

With reference to the Peace Corps Agreement between the Government of the Republic of Korea and the Government of the United States of America, signed today, the signatories of the two Governments confirm the following understandings reached between the negotiators of the two Governments during the course of negotiations:

1. The term "staff", appearing in paragraph three of the Agreement, will include both United States Government officials and non-volunteer personnel, such as an English language supervisor, whose functions are solely to support the aims of the program, as may be mutually agreed.

2. Paragraph three accords the Peace Corps representative and such staff customs-free privileges on accompanied goods and on both used and new personal effects for their own use in accordance with the relevant procedural provisions of the Customs Law of the Republic of Korea.

3. Volunteers will be accorded customs-free privileges on both accompanied and unaccompanied new and used personal effects for their own use, in accordance with the relevant procedural provisions of the Customs Law, introduced at or about the time of their arrival.

T W L

SEPTEMBER 14, 1966
Seoul

TIAS 6097

TUNISIA

Agricultural Commodities

Agreement amending the agreement of July 30, 1966.
Effected by exchange of notes
Signed at Tunis September 19, 1966;
Entered into force September 19, 1966.

The American Ambassador to the Tunisian Secretary of State for Foreign Affairs

EMBASSY OF THE
UNITED STATES OF AMERICA
Tunis, September 19, 1966

No. 540

EXCELLENCY:

I have the honor to refer to the Agricultural Commodities Agreement between our two Governments concluded on July 30, 1966 [1] and to propose that:

1. The commodity table in paragraph 1, Article I of the Agreement be deleted and the following be inserted in the appropriate columns: Cotton, Upland, Calendar Year 1966, $1.44 Million; Soybean Oil and/or Cottonseed Oil, United States Fiscal Year 1967, $3.80 Million; Foodgrains, United States Fiscal Year 1967, $5.73 Million; Feedgrains (Corn and/or Grain Sorghum), United States Fiscal Year 1967, $2.4 Million; Total $13.37 Million.

2. In the exchange of notes dated July 30, 1966 in the paragraph numbered 1, to insert the following subparagraph c.

"c. During United States Fiscal Year 1967, at least 45,000 metric tons of wheat and 20,000 metric tons of feedgrains from the United States of America or countries friendly to the United States of America."

3. In paragraph 2 (a) of the notes after "Cotton, Upland," to insert "Edible Oil, Wheat and/or Wheat Flour, Barley and Feedgrains, except as noted hereafter,".

4. In the paragraph numbered 2 of the Notes, to insert the following subparagraph c.

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[1] TIAS 6067; *ante*, p. 1108.

"c. As it pertains to wheat, barley, and feedgrains (corn and/or grain sorghum), it is understood that Tunisia will prohibit, except as noted hereafter, exports of wheat including durum and products, barley, and feedgrains and products thereof during United States Fiscal Year 1967 or while wheat and/or wheat flour, barley and feedgrains, under Title I are being imported. Tunisia may export up to 20,000 metric tons of durum wheat to countries friendly to the United States during United States Fiscal Year 1967 provided such exports are offset by additional commercial purchases of wheat from the United States of America on a ton for ton basis during United States Fiscal Year 1967."

5. In the paragraph numbered 5 of the notes, to delete "$104,800" and insert "$267,400" for Section 104 (a) and to delete "$157,000" and insert "$401,100" for Section 104 (h).

It is proposed that this note and your reply concurring therein shall constitute agreement between our two Governments to enter into force on the date of your reply.

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

FRANCIS H. RUSSELL

His Excellency
HABIB BOURGUIBA, Jr.,
Secretary of State for
Foreign Affairs,
Tunis.

The Director of International Cooperation, Tunisian Secretariat of State for Foreign Affairs, to the American Ambassador

RÉPUBLIQUE TUNISIENNE

SECRÉTARIAT D'ÉTAT
AUX AFFAIRES ÉTRANGÈRES

TUNIS, *September 19, 1966*

EXCELLENCY:

I have the honor to refer to your note of this date, the terms of which are as follows:

"I have the honor to refer to the Agricultural Commodities Agreement between our two Governments concluded on July 30, 1966 and to propose that:

1. The commodity table in paragraph 1, Article I of the Agreement be deleted and the following be inserted in the appropriate columns:

Cotton, Upland, Calendar Year 1966, $1.44 Million; Soybean Oil and/or Cottonseed Oil, United States Fiscal Year 1967, $3.80 Million; Foodgrains, United States Fiscal Year 1967, $5.73 Million; Feedgrains (Corn and/or Grain Sorghum), United States Fiscal Year 1967, $2.4 Million; Total $13.37 Million.

2. In the exchange of notes dated July 30, 1966 in the paragraph numbered 1, to insert the following subparagraph c.

"c. During United States Fiscal Year 1967, at least 45,000 metric tons of wheat and 20,000 metric tons of feedgrains from the United States of America or countries friendly to the United States of America."

3. In paragraph 2 (a) of the notes after "Cotton, Upland," to insert "Edible Oil, Wheat and/or Wheat Flour, Barley and Feedgrains, except as noted hereafter,".

4. In the paragraph numbered 2 of the Notes, to insert the following subparagraph c.

"c. As it pertains to wheat, barley, and feedgrains (corn and/or grain sorghum), it is understood that Tunisia will prohibit, except as noted hereafter, exports of wheat including durum and products, barley, and feedgrains and products thereof during United States Fiscal Year 1967 or while wheat and/or wheat flour, barley and feedgrains, under Title I are being imported. Tunisia may export up to 20,000 metric tons of durum wheat to countries friendly to the United States during United States Fiscal year 1967 provided such exports are offset by additional commercial purchases of wheat from the United States of America on a ton for ton basis during United States Fiscal Year 1967."

5. In the paragraph numbered 5 of the notes, to delete "$104,800" and insert "$267,400" for Section 104 (a) and to delete "$157,000" and insert "$401,100" for Section 104 (h).

It is proposed that this note and your reply concurring therein shall constitute agreement between our two Governments to enter into force on the date of your reply.

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

I have the honor to confirm the agreement of the Government of Tunisia to the above understanding.

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

I. Khelil

His Excellency
The Ambassador of the
United States of America
Tunis

TIAS 6098

REPUBLIC OF CHINA

Atomic Energy: Cooperation for Civil Uses

Agreement amending the agreement of July 18, 1955, as amended. Signed at Washington August 25, 1966; Entered into force September 28, 1966.

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

The Government of the United States of America and the Government of the Republic of China,

Desiring to amend the Agreement for Cooperation Concerning Civil Uses of Atomic Energy Between the Government of the United States of America and the Government of the Republic of China, signed at Washington on July 18, 1955[1] (hereinafter referred to as the "Agreement for Cooperation"), as amended by the Agreements signed at Washington on December 8, 1958, June 11, 1960, May 31, 1962, and June 8, 1964,[2]

Agree as follows:

ARTICLE I

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

"A. Subject to the limitations of Article V, the Parties hereto will exchange information in the following fields:

1. design, construction, operation, and use of research reactors, materials testing reactors, and reactor experiments;
2. the use of radioactive isotopes and source, special nuclear, or byproduct material in physical and biological research, medical therapy, agriculture, and industry; and
3. health and safety problems related to the foregoing."

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[1] TIAS 3307; 6 UST 2617.

[2] TIAS 4176, 4514, 5105, 5623; 10 UST 152; 11 UST 1768; 13 UST 1469; 15 UST 1467.

ARTICLE II

A. Article II, Paragraph A of the Agreement for Cooperation, as amended, is amended to read as follows:

"A. The Commission will transfer to the Government of the Republic of China uranium enriched in the isotope U-235, subject to the terms and conditions herein, as may be required as initial and replacement fuel in the operation of research reactors, materials testing reactors, and reactor experiments which the Government of the Republic of China, in consultation with the Commission, decides to construct or operate or decides to authorize private individuals and private organizations under its jurisdiction to construct or operate."

B. Article II, Paragraph B of the Agreement for Cooperation, as amended, is amended as follows:

1. The number, "six (6)", is deleted wherever it appears and the number, "eight (8)", is substituted in lieu thereof.

2. The last sentence thereof is deleted and the following is substituted in lieu thereof:

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

ARTICLE III

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

"With respect to the subjects of agreed exchange of information referred to in Article I, it is understood that arrangements may be made between either Party or authorized persons under its jurisdiction and authorized persons under the jurisdiction of the other for the transfer of materials, including special nuclear material, and equipment and devices, and for the performance of services. Such arrangements shall be subject to:

1. the limitations applicable to transactions between the Parties under Article II;
2. Article V; and
3. applicable laws, regulations, policies, and license requirements of the Parties."

ARTICLE IV

Paragraphs A, B, and C of Article VI of the Agreement for Cooperation, as amended, are amended to read as follows:

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

"B. Except to the extent that the safeguards provided for in this Agreement are supplanted, by agreement of the Parties as provided in Article VII (A), by safeguards of the 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

(a) reactor, and

(b) other equipment and devices, the design of which the Commission determines to be relevant to the effective application of safeguards,

which are, or have been, made available to the Government of the Republic of China or any person under its jurisdiction under this Agreement, or which are to use, fabricate, or process any of the following materials so made available: source material, special nuclear material, moderator material, or other material designated by the Commission;

(2) With respect to any source or special nuclear material made available under this Agreement to the Government of the Republic of China 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:

(a) source material, special nuclear material, moderator material, or other material designated by the Commission,

(b) reactors,

(c) 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 B (2) will apply,

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

(ii) to require that any such material in the custody of the Government of the Republic of China 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 VII;

(3) To require the deposit in storage facilities designated by the Commission of any of the special nuclear material referred to in subparagraph B(2) of this Article which is not currently utilized for civil purposes in the Republic of China and which is not retained or purchased by the Government of the United States of America pursuant to Paragraphs E or F, respectively, of Article II, or otherwise disposed of pursuant to an arrangement mutually acceptable to the Parties;

(4) To designate, after consultation with the Government of the Republic of China, personnel who, accompanied, if either Party so requests, by personnel designated by the Government of the Republic of China, shall have access in the Republic of China to all places and data necessary to account for the source and special nuclear materials which are subject to subparagraph B(2) of this Article, to determine whether there is compliance with this Agreement, and to make such independent measurements as may be deemed necessary;

(5) In the event of non-compliance with the provisions of this Article or the guaranties set forth in Article VII and the failure of the Government of the Republic of China to carry out the provisions of this Article within a reasonable time, to suspend or terminate this Agreement and to require the return of any materials, equipment, and devices referred to in subparagraph B(2) of this Article;

(6) To consult with the Government of the Republic of China in the matter of health and safety.

"C. The Government of the Republic of China undertakes to facilitate the application of the safeguards provided for in this Article."

ARTICLE V

Article VII, Paragraph B of the Agreement for Cooperation is amended by adding the words, "or group of nations", following the word, "nation", wherever it appears.

ARTICLE VI

Article VII (A) 1 of the Agreement for Cooperation, as amended, is amended by deleting the reference, "paragraph C", and the commas preceding and following such reference

ARTICLE VII

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

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

DONE at Washington, in duplicate, this twenty-fifth day of August, 1966.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA:

William P. Bundy [2]

Glenn T. Seaborg [3]

FOR THE GOVERNMENT OF THE REPUBLIC OF CHINA:

周書楷 Chow Shu-kai [4]

[1] Sept. 28, 1966.
[2] William P. Bundy.
[3] Glenn T. Seaborg.
[4] Chow Shu-Kai.

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